



For construction contracts greater than \$20,000

Nelson A. Rockefeller Expansion

C071159

February 18, 2026

Volume I

Binghamton University
4400 Vestal Parkway East
Binghamton, New York 13902

Date: February 18, 2026

Project Number: **C071159**
 Project Name: **Nelson A. Rockefeller Expansion**
 Agency/Div. Code: **28020**

Bidding Documents

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3. [Exhibit A-1 Affirmative Action Clauses](#)

Attachments –Contractor Documentation

4. [Form 7554-07](#) – Contractor Proposal
5. [Form 7554-10](#) - Bid Bond and Acknowledgement (*required with bid*)
6. Affirmative Action and Minority & Women Owned Business Enterprises *from SUNY Procedure Item #7557 “Participation by Minority Group Members and Women (MWBEs) with Respect to State University of New York Contract” (applies >\$100,000)*
 - a. [Form 7557-121b](#) – MWBE Prospective Bidders Notice
 - b. [Form 7557-107](#) - M/WBE Utilization Plan (*required within seven days of the bid*)
 - c. The Contractor’s EEO Policy Statement or [Form 7557-104](#) (*required within seven days of the bid*)
 - d. [7557-108](#) - M/WBE-EEO Work Plan or EEO Staffing Plan (*required within seven days of the bid*)

Note: In accordance Procedure Item #7557 MWBE Utilization Plans, EEO policy statements and EEO Work Plans are due within seven days of submittal of the bid.

7. Service Disabled Owned Business Enterprise *from SUNY Procedure Item #7564 “Participation by Service-Disabled Veteran-Owned Business (SDVOBs) with Respect to State University of New York Contracts” (applies >\$100,000)*
 - a. [Form 7564-121b](#) – SDVOB Prospective Bidders Notice
 - b. [Form 7564-107](#) - SDVOB Utilization Plan (*required within seven days of the bid*)

Attachments –Additional Contractor Documentation (required after bid opening from the low bidder)

8. State Finance Law §§139-j and 139-k *from SUNY Procedure Item #7552 “Procurement Lobbying Procedure for State University of New York” (applies >\$15,000)*
 - a. [Form A](#) - Summary: Policy and Procedure of the State University of New York Relating to State Finance Law §§139-j and 139-k
 - b. [Form B](#) - Affirmation with respect to State Finance Law §§139-j and 139-k
 - c. [Form C](#) - Disclosure and Certification with respect to State Finance Law §§139-j and 139-k
- Bidder’s Certifications (State Finance Law §139-l, Non-collusive bidding, Executive Order 177)
9. *from SUNY Procedure Item #7554 “Construction Contracting Procedures*
 - a. [Form 7554-20](#) Bidder’s Certifications
10. Procurement Forms *from SUNY Procedure Item #7553 “Purchasing and Contracting (Procurement)*
 - [Form I](#) Omnibus Procurement Act of 1992 (*applies >\$1,000,000*)
 - [Form II](#) Omnibus Procurement Act of 1992, Out of state firms (*applies >\$1,000,000*)
 - [Form XIII](#) Public Officers Law Compliance
11. Bonds and Certificate of Insurance *from SUNY Procedure Item #7554 “Construction Contracting Procedures*
 - a. [Form 7554-11](#) Labor & Materials and Performance Bonds (*applies >\$50,000*)
 - b. [Form 7554-12](#) Certificate of Insurance (*applies to all contracts*)
 - c. NYS Workers Compensation and Disability Insurance (*applies all contracts*)

12. Vendor Responsibility
 - a. OSC's [Vendrep - Online System](#) or [Link to paper forms](#) (form applies $\geq$ \$100,000)
13. NYS Labor Law, Section 220-a
 - a. [Form 7554-13](#)
 - i. Form AC 2947, Prime Contractor's Certification
 - ii. Form AC 2948, Subcontractor's Certification
 - iii. Form AC 2958, Sub-subcontractor's Certification
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15. ST-220
16. Gender-Based Violence and Workplace
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 014533 Special Inspections and Structural Testing
 016000 Product Requirements
 017300 Execution – Removals, Cutting, and Patching
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 042000 Unit Masonry
 042200 Concrete Unit Masonry
 051200 Structural Steel Framing
 053100 Steel Decking
 054000 Cold-Formed Metal Framing
 055000 Metal Fabrications
 055210 Pipe and Tube Railings
 062023 Interior Finish Carpentry
 071113 Bituminous Dampproofing
 071416 Cold Fluid-Applied Waterproofing
 072100 Building Insulation
 072190 Foamed in Place Insulation
 072500 Weather Barriers
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075310 EPDM Membrane Roofing
076200 Sheet Metal Flashing and Trim
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079200 Joint Sealants
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081116.13 Aluminum-Framed Entrances and Storefronts
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083113 Access Doors and Frames
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084213 Aluminum-Framed Entrances
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087110 Door Hardware
088000 Glazing
092900 Gypsum Board
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095113 Acoustical Panel Ceilings
095423 Linear Metal Ceiling System
099220 Interior Painting
102800 Toilet Accessories
104413 Fire Protection Cabinets
144200 Wheelchair Lifts

Notice to Bidders and Newspaper Advertisement

The State University of New York at **Binghamton** will receive sealed bids for project number **C071159** titled **Nelson A. Rockefeller Expansion** until 2:30 p.m. local time on **03/11/26** at **Binghamton University, Purchasing, McGuire Building** where such proposals will be publicly opened and read aloud. The campus contract is **Jonathan Negron (607) 777-3475**.

All work on this Contract is to be completed within/by **447 calendar days after the date of the Notice to Proceed**. **A pre bid meeting is scheduled for Friday February 27, 2026 at 1:00 pm in conference room C of the Physical Facilities Building. Please visit Binghamton University's website for parking instructions.**

Bidding and Contract Documents may be examined free of charge at the following locations.

Builders Exchange of the Southern Tier
15 Belden Street
Binghamton, New York 13903

Syracuse Builders Exchange
6363 Ridings Road
Syracuse, New York 13206

Eastern Contractors Association, Inc.
6 Airline Drive
Albany, New York 12205

Dodge Data & Analytics (Dodge Reports)
Documents can be viewed at
www.construction.com

Information and Bidding Documents for the Project can be viewed and ordered at the following designated website:
www.nyplanroom.com

Bidding Documents may be viewed and bid packages may be purchased/downloaded from the designated website by prospective bidders. Prospective Bidders must purchase a bid set from nyplanroom.com to be considered a responsible bidder, even if Bidding Documents were viewed or obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website and registered bidders will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

Electronic copies of the Bidding Documents are available for order/download on the portal at nyplanroom.com. You must purchase an electronic bid package to be considered a responsible bidder. If you would also like to order a printed copy or have any other questions on how to obtain a bid package, please contact Dataflow at bidsupport@godataflow.com or call at 607-772-2001. Bids must be submitted in duplicate in accordance with the instructions contained in the Information for Bidders. Security will be required for each bid in an amount not less than five (5) percent of the Total Bid.

Section 143 of the State Finance Law requires payment of a deposit to receive these documents. Accordingly, a deposit of \$49.00 is required. Deposits less than \$50.00 are nonrefundable. Deposits will be waived for certified Minority and Women Owned and Service Disabled Veteran Owned Businesses.

Pursuant to State Finance Law §139-j and §139-k, this solicitation includes and imposes certain restrictions on communications between the University and potential bidders during the procurement process. Failure to adhere to this provision may result in the disqualification under the NYS Procurement Lobbying Act. The designated contacts for this procurement are:

Matthew Schofield, John Gallent, Rachel Talcott, Johanne Ferraro, Jonathan Negron

Bids must be submitted in accordance with the instructions contained in the Information for Bidders. Security will be required for each bid in an amount not less than five (5) percent of the Total Bid.

It is the policy of the State of New York and the State University of New York to encourage minority business enterprise participation in this project by contractors, subcontractors and suppliers, and all bidders are expected to cooperate in implementing this policy.

The State University of New York reserves the right to reject any or all bids.

INFORMATION FOR BIDDERS

Section 1 Definitions

All definitions set forth in the Agreement are applicable to the Notice to Bidders, Information for Bidders and the Proposal, all of which documents are hereinafter referred to as the Bidding Documents.

Section 2 Issuance of Bidding and Contract Documents

Drawings and Specifications will be issued by the Consultant upon request after payment of the deposit specified in the Notice to Bidders.

- a. Two separate copies of the Proposal.
- b. Two separate copies of a Bid Bond.
- c. Two separate copies of the Offerer Disclosure of Prior Non-Responsibility Determinations
- d. Two separate copies of New York State Vendor Responsibility Questionnaire.
- e. Two separate copies of New York State Department of Taxation and Finance ST-220-CA Contractor Certification.
- f. Two separate copies of Affirmation and Disclosure and Certification with respect to State Finance Law Sections && 139-j and 139-k.
- g. Two separate copies of form 7564-107 SDVOB Utilization Plan.
- h. Two separate copies of the Certificate of Registration
- i. Two separate Copies of Gender-Based Violence and the Workplace Certification

Section 3 Proposals

- (1) Proposals must be submitted in duplicate on the forms provided by the University. They shall be addressed to the University in a sealed envelope, marked with the name and address of the bidder, the title of the Project and the Project number. The University accepts no responsibility for Proposals that may be delivered by any courier or other messenger service that does not contain all of the above-noted information on the outside of a sealed envelope. Facsimile or email copies of the Proposal will not be accepted.
- (2) All blank spaces in the Proposal must be filled in and, except as otherwise expressly provided in the Bidding Documents; no change is to be made in the phraseology of the Proposal or in the items mentioned therein.
- (3) Proposals that are illegible or that contains omissions, alterations, additions or items not called for in the Bidding Documents may be rejected as informal. In the event any bidder modifies, limits or restricts all or any part of its Proposal in a manner other than that expressly provided for in the Bidding Documents, its Proposal may be rejected as informal.
- (4) Any Proposal may be considered informal which does not contain prices in words and figures in all of the spaces provided or which is not accompanied by a bid security in proper form. In case any price shown in words and its equivalent shown in figures do not agree, the written words shall be binding upon the bidder. In case of a discrepancy in the prices contained in the Proposal forms submitted in duplicate by the bidder, the Proposal form which contains the lower bid shall be deemed the bid of the bidder; provided, however, the University at its election may consider the Proposal of such bidder informal.
- (5) If the Proposal is made by a corporation, the names and places of residence of the president, secretary and treasurer shall be given. If by a partnership, the names and places of residence of

the partners shall be given. If by a joint venture, the names and addresses of the members of the joint venture shall be given. If by an individual, the name and place of residence shall be given.

- (6) No Proposal will be considered which has not been deposited with the University at the location designated in and prior to the time of opening of bids designated in the Bidding and Contract Documents or prior to the time of opening as extended by Addendum.
- (7) Bids may be modified, withdrawn or canceled only in writing or by email notice received by the University prior to the time of opening of bids designated in the Bidding and Contract Documents. A written or email notice of modification, withdrawal or cancellation shall be marked by the bidder with the name and address of the bidder, the title of the Project and the Project number. Upon receipt by the University a duly authorized employee of the University, who shall note thereon the date and time of receipt and shall thereupon attach said written or email notice of modification, withdrawal or cancellation to the envelope submitted by the bidder pursuant to subdivision (1) of this
- (8) Permission will not be given to modify, explain, withdraw or cancel any Proposal or part thereof after the time designated in the Bidding and Contract Documents for the opening of bids, unless such modification, explanation, withdrawal or cancellation is permitted by law and the University is of the opinion that it is in the public interest to permit the same.
- (9) Items C through I of Section 2, bidding and contract documents, must be submitted with the proposal and bid surety.

Section 4 Examination of Bidding and Contract Documents

- (1) Prospective bidders shall examine the Bidding and Contract Documents carefully and, before bidding, shall make written request to the Consultant (with a copy thereof to the University) for an interpretation or correction of any ambiguity, inconsistency or error therein which should be discovered by a reasonably prudent bidder. Such interpretation or correction as well as any additional Contract provision the University shall decide to include will be issued in writing by the Consultant as an Addendum, which will be sent to each person recorded as having received a copy of the Bidding and Contract Documents from the Consultant, and which also will be available at the places where the Bidding and Contract Documents are available for inspection by prospective bidders. Upon such emailing or delivery and making available for inspection, such Addendum will become a part of the Bidding and Contract Documents and will be binding on all bidders whether or not the bidder receives or acknowledges the actual notice of it. Prospective bidders are responsible for ensuring that all addenda have been incorporated into the bid. The requirements contained in all Bidding and Contract Documents shall apply to all Addenda.
- (2) Only the written interpretation or correction so given by Addendum shall be binding. Prospective bidders are warned that no trustee, officer, agent or employee of the University or the Consultant is authorized to explain or interpret the Bidding and Contract Documents by any other method, and any such explanation or interpretation, if given, must not be relied upon.

Section 5 Computation of Bid

- (1) In computing their bids, bidders are not to include the sales and compensating use taxes of the State of New York or of any city and county in the State of New York for any supplies or materials which are incorporated into the completed Project as the University is exempt from such taxes.

- (2) Unit prices may be inserted in the Proposal by the University or the bidder at the discretion of the University. Any unit prices listed in the Proposal by the University are based upon the Consultant's appraisal of a fair cost for the work involved. Such listed prices will be binding upon both the bidder and the University unless the bidder wishes to change any of such unit prices by crossing out the listed unit price and inserting a revised unit price. Such revised unit price shall not be binding upon the University unless it accepts the same, in writing, before it issues a Notice of Award. In the event the Proposal contains blank spaces for unit prices or the bidder revises any stated unit price, the amount of such unit prices for additions shall not vary by more than 15 percent from the prices inserted by the bidder for deductions, and, if the variance of such prices exceeds 15 percent, the University may adjust the deduction price inserted by the bidder so that it is only 15 percent lower than the addition price inserted by the bidder. In addition, the University may adjust any unit price filled in by a bidder to an amount agreeable to both the bidder and the University or it may reject any unit prices.
- (3) Alternates, if any, listed in the Proposal shall be accepted in the order indicated and will be used in combination with the Base Bid to determine the low bidder. Unit prices will not be used to determine the low bidder.
- (4) If a tie bid should occur the University reserves the right to use one of the following methods to determine the successful bidder. For tie bids between two contractors the University representative shall flip a coin, both affected contractors must be present for the coin toss. For tie bids between three or more contractors the University representative shall pull names from a bowl, hat or other container. The affected contractors must be present for the drawing.

Section 6 Payment of Bid Security

- (1) Each Proposal must be accompanied by the required amount of the bid security, which is 5% of the Total Bid, in the form of a bank draft or certified check, payable at sight to the University and drawn on a bank authorized to do business in the United States, or by a Bid Bond, on a form approved by the University, duly executed by the bidder as principal and having as surety thereon a surety company or companies, approved by the University, authorized to do business in the State of New York as a surety. Attorneys-in-fact who execute a Bid Bond on behalf of a surety must affix thereto a certified and effectively dated copy of their power of attorney.
- (2) The University will return, without interest, bid securities in accordance with the following procedure:
 - a. To all bidders except the apparent three (3) lowest bidders within two (2) working days after the opening of bids.
 - b. To any bidder submitting a Bid Bond as a replacement for a previously provided bank draft or certified check, within two (2) working days after the University's approval of such Bid Bond.
 - c. To the apparent three (3) lowest bidders, unless their bid security was previously returned, within two (2) working days after delivery to the University by the successful bidder of the executed Agreement and required Bonds, or within two (2) working days of the University's rejection of all bids or within two (2) working days after the expiration of forty-five (45) calendar days after the bid opening, whichever event shall occur first.
 - d. Bid Bonds, due to their nature, will not be returned.

-
- (3) The University reserves the right to deposit bid security drafts or checks pending final disposal of them.

Section 7 Qualifications of Bidders

- (1) A bidder must demonstrate, to the satisfaction of the University, that it has successfully completed three (3) contracts similar in size, scope and complexity to this contract within the last five (5) years.
- a. For scope and complexity, similar work is defined as seeking a qualified contractor to create a 5,500 square foot addition to Nelson A. Rockefeller Collegiate Center consisting of a skills lab, multipurpose room, student lounge, supporting staff offices, with minor renovations within the existing building, as further described in the General Requirements, Description of Work.
 - b. The determination of relevant contract experience in terms of size, scope and complexity will be at the sole discretion of the University.
 - c. The above three projects shall be submitted on Attachment A of the Proposal (Form 7554-07), "List of Completed Similar Construction Projects" (the List). If the List is not provided or is missing information, and/or is found to have erroneous information or information that is no longer current, a Proposal may be rejected as not responsive. If requested by the University, the bidder may be permitted to add missing information, modify and/or explain erroneous information or information that is no longer current on the List. Modifications and/or explanations of the List must be received within 48 hours of receipt of the University's request.
- (2) All prospective bidders must demonstrate to the satisfaction of the University that they have the skill and experience, as well as the necessary facilities, ample financial resources, ability to manage staff and subcontractors effectively, ability to anticipate and plan construction work for optimal progress, ability to create, strive for and maintain working environments and relationships that are constructive, communicative and cooperative, organization and general reliability to do the work to be performed under the provisions of the Contract in a satisfactory manner and within the time specified.
- (3) Each bidder must demonstrate to the satisfaction of the University that it has working capital available for the Project upon which it is bidding in an amount equal to 15 percent of the first \$100,000 of the amount of its Base Bid plus 10 percent of the next \$900,000 plus 5 percent of the remainder of its Base Bid. Working capital is defined as the excess of current assets over current liabilities. The University defines current assets as assets which can be reasonably expected to be converted into cash within a year, and current liabilities as debts which will have to be paid within a year.
- (4). The University may make such investigation as the University deems necessary to determine the ability of any bidder to perform the Work. Bidders shall furnish to the University all information and data required by the University, including complete financial data, within the time and in the form and manner required by the University. The University reserves the right to reject any bid if the evidence submitted by or an investigation of such bidder fails to satisfy the University that such bidder is properly qualified to carry out its obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

- (5) At the time of the bid opening, all bidders and subcontractors, domestic and foreign, must be in compliance with New York State business registration requirements. Contact the NYS Department of State regarding compliance.

Section 8 Submission of Post-Bid Information

- (1) Within forty-eight (48) hours after the opening of bids, each of the apparent three lowest bidders, unless otherwise directed by the University or otherwise provided in the Bidding and Contract Documents, shall submit to both the University and the Consultant:

- a. Evidence of a completed New York State Uniform Contracting Questionnaire (Vendor Responsibility Questionnaire For-Profit Construction (CCA-2)). Either email confirmation that the bidder's CCA-2 is current and certified in the New York State VendRep System (VendRep) within the last six months from the bid date, or deliver a certified paper format CCA-2, including all attachments, to the University.

The University recommends that vendors file the required CCA-2 online via the VendRep. To enroll in and use the VendRep, see the VendRep Instructions at https://www.osc.state.ny.us/vendrep/info_vrsystem.htm or go directly to the VendRep online at <https://portal.osc.state.ny.us>. To request assistance, contact the Office of the State Comptroller's ("OSC") Help Desk at 866-370-4672 or 518- 408-4672 or by email at ciohelpdesk@osc.state.ny.us.

The paper format CCA-2 and accompanying definitions are available on the OSC website at the following location:

http://www.osc.state.ny.us/vendrep/forms_vendor.htm

- b. A working plan and schedule showing clearly, in sequence and time-scale, all significant activities of the work. The working plan and schedule shall be in the form of suitable charts, diagrams or bar graphs and shall be based on the Contractor's logic and time estimates for the anticipated time of commencement and completion of the work and its significant phases and activities and the interrelationship between such significant activities and other items pertinent to the work. This requirement is in addition to and not a substitute for the schedule requirements of section 3.02 (Time Progress Schedule) of the Agreement. Although the working plan and schedule submitted shall not be used in determining the lowest responsible bidder, failure to submit the working plan and schedule may result in the rejection of the Proposal as not responsive.
- c. The names and addresses of the bidder's proposed subcontractor for the Asbestos Abatement work of any value, and proposed subcontractors for Electrical Work, the Heating, Ventilating and Air-Conditioning Work and the Plumbing Work for each of said work categories valued at \$100,000 or more.
- i. For each proposed subcontractor named, provide a completed "List of Completed Similar Construction Projects (the List)." If the List is not provided or is missing information, and/or is found to have erroneous information or information that is no longer current, a proposed subcontractor may be rejected. If requested by the University, the bidder may be permitted to add missing information, modify and/or explain erroneous information or information that is no longer current on the List;

modifications and/or explanations of the List must be received promptly after receipt of the University's request.

- ii. Only one proposed subcontractor should be named for each of such trades. Proposed subcontractors of the bidder may not be changed except with the specific written approval of the University.
 - iii. The naming of the bidder itself for any of such work is not acceptable and may result in rejection of the bidder unless the bidder can demonstrate to the University that it has successfully completed or substantially completed three (3) contracts similar in size, scope and complexity for the designated work within the last five (5) years. The determination of relevant contract experience in terms of size, scope and complexity will be at the sole discretion of the University.
 - iv. The bidder will be required to establish, to the satisfaction of the Consultant and the University, the reliability and responsibility of each of their said proposed subcontractors to furnish and perform the work described in the sections of the Specifications pertaining to each of such proposed subcontractors' respective trades. By submission of the "List of Completed Similar Construction Projects," a proposed subcontractor must be able to demonstrate that they have successfully completed or substantially completed three (3) contracts similar in size, scope and complexity for the designated work within the last five (5) years. The determination of relevant contract experience in terms of size, scope and complexity will be at the sole discretion of the University.
 - v. For each of the proposed subcontractors, the bidders must submit to the University, within seven (7) calendar days after the bid opening, evidence of a completed New York State Uniform Contracting Questionnaire (Vendor Responsibility Questionnaire For-Profit Construction (CCA-2)). Either email confirmation that the subcontractor's CCA-2 is current and certified in the New York State VendRep System (VendRep) within the last six months from the bid date, or deliver a certified paper format CCA-2, including all attachments, to the University.
 - vi. In the event that the University and the Consultant reject any of said proposed subcontractors, the bidder, within two (2) working days after receipt of notification of such rejection, shall again submit to the University and the Consultant the name of another proposed subcontractor in place of the one rejected and it will be required to establish to the satisfaction of the University and the Consultant the reliability and responsibility of said proposed subcontractor; When naming another proposed subcontractor, the bidder must promptly submit the proposed subcontractor's completed "List of Completed Similar Construction Projects" and their completed CCA-2.
 - vii. The bidder will not be permitted to submit another proposed subcontractor if it designated itself for any of the aforesaid categories of work.
 - viii. Proposed subcontractors of the bidder, approved by the University and the Consultant, must be used on the work for which they were proposed and approved and they may not be changed except with the specific written approval of the University.
- d. A breakdown of the amount of the bidder's Proposal. Such breakdown shall be prepared

in accordance with industry standards. No bidder shall be barred from revising, in the Contract breakdown required under the provisions of Section 4.08 of the Agreement, the various amounts listed in the bid breakdown required under the provisions of this Section. The amount set forth in said bid breakdown will not be considered as fixing the basis for additions to or deductions from the Contract consideration.

- (2) Except for Contracts of \$100,000 or less, within seven (7) calendar days after the opening of bids, unless otherwise directed by the University, the three low bidders shall submit to the University for its approval, a Minority and Women-owned Business Enterprise Utilization Plan ([Form 7557-107](#)).
- (3) Except for contracts of \$100,000 or less, within seven (7) calendar days after the opening of bids, the three low bidders shall submit to the University for its approval, an Equal Employment Opportunity Statement and EEO Staffing Plan ([Form 7557-108](#)) to ensure equal employment opportunities without discrimination because of race, creed, color, sex or national origin. Such Statement and plan should demonstrate the bidder's intent to comply with the provisions of Article VI of the Agreement. The EEO plan should include the methods that the bidder will use to address nondiscrimination and affirmative action so that minorities and women will be included in the work force. The Equal Employment Opportunity ("EEO") Policy Statement that shall contain, but not necessarily be limited to, a provision that the bidder, as a precondition to entering into a valid and binding Contract with the University, shall during the performance of the Contract, agree to the following:
 - a. It will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group membership and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on the Contract.
 - b. It shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. At the request of the University, it shall request each employment agency, labor union or authorized representative of workers, with which it has collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the bidder's obligations herein.
 - d. After the award of the contract, it shall submit to the University a work force utilization report, in a form and manner required by the University, of the work force actually utilized on the Contract, broken down by specified ethnic background, gender and Federal occupational categories or other appropriate categories specified by the University.
- (4) The above information and such other information as the University or the Consultant may request or obtain will be used by the University in determining the reliability and responsibility of the bidder and any proposed subcontractors. Each bidder must comply promptly with all requests by the University and the Consultant for information and must actively cooperate with the University and the Consultant in their efforts to determine the qualifications of the bidder and any proposed

subcontractors. Failure to comply with the latter may result in the rejection of the Proposal as not responsive. All information required to be furnished to the University under this Section shall be sent to the State University at {insert address or email address}.

Section 9 Award of Contract

- (1) The award of the Contract shall be made to the bidder submitting the lowest bid that is responsive to the solicitation and who, in the sole opinion of the University, is qualified to perform the work. The University shall determine the lowest bid by adding to or deducting from the Base Bid of the bidders the additive or deductive alternates, if any, the University elects to accept after the opening of the Proposals. Alternates will be accepted in the order they are set forth in the Proposal. The unit prices set forth in the Proposal for additions to or deductions from the work shall not be considered in determining the lowest bid.

The lowest base bid shall not exceed the amount of funds then estimated by the University as available to finance the contract. If the lowest bidder exceeds such amount, the University may reject all bids, or may award the contract on the base bid combined with deductive alternates applied in the order they are set forth in the Proposal as produces the net amount which is within the available funds.

- (2) The right is reserved, if, in the University's judgment, the public interest will be promoted thereby, to reject any or all Proposals, to waive any informality in any Proposal received or to afford any bidder an opportunity to remedy any deficiency resulting from a minor informality or irregularity. Without limiting the generality of the foregoing:
- a. A Proposal may be rejected as not responsive if the bidder fails to furnish the required bid security or to submit the data required with or after its Proposal and this Information for Bidders.
 - b. A Proposal may be rejected as not responsive if the bidder cannot show to the satisfaction of the University: (i) that it has the necessary qualifications and capital; or (ii) that it owns, controls or can procure the necessary plant and equipment to commence the work at the time prescribed in the Contract and thereafter to prosecute and complete the work at the rate, or within the time specified; or (iii) that it is not already obligated by the performance of so much other work as is likely to delay the commencement, prosecution or completion of the work contemplated by the Contract.
 - c. A Proposal will be rejected as not responsive if it does not provide for the completion of the work by the date of completion specified in the Proposal.
- (3) The University also expressly reserves the right to reject any Proposal as not responsive if, in its opinion, considering the work to be performed, the facts, as to the bidder's business or technical organization, plant, financial and other sources of business experience compared with the work bid upon, justify rejection.
- (4) The award of the Contract shall not be construed as a guarantee by the University that the plant, equipment and the general scheme of operations and other data submitted by the bidder with or after its Proposal is either adequate or suitable for the satisfactory performance of the work.

Section 10 Required Bonds and Insurance

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- (1) Unless otherwise agreed to by the University, within ten (10) working days after the receipt of Letter of Intent, the Contractor shall procure, execute and deliver to the University and maintain, at its own cost and expense:
 - a. A Performance Bond and a Labor and Material Bond, both of which bonds shall be on the form prescribed by the University and in an amount not less than 100 percent of the total amount of the Contract awarded to the Contractor by the University said bonds must be issued by a surety company approved by the University and authorized to do business in the State of New York as a surety.
 - b. Attorneys-in-fact who execute said Bonds on behalf of a surety must affix thereto a certified and effectively dated copy of their power of appointment.
 - (2) Prior to the commencement of work the Successful Bidder will provide, at its sole cost and expense, Certificates of Insurance in accordance with Section 5.06 and 5.07 of the Construction Agreement, which shall remain in force throughout the term of the agreement, or any extension thereof.
 - (3) Insurance shall be in accordance with the limits set forth in Schedule A of the Construction Agreement.
 - (5) A 120-day schedule
 - a. After receipt of the Letter of Intent but before receipt of the Contract is Awarded, the Contractor, unless otherwise directed by the University, shall update the working plan and schedule previously submitted in accordance with the Information for Bidders to define the contractor's planned operations during the first 120 days and submit it to the University and the Consultant for their acceptance. The updated working plan and schedule shall be in the form of suitable charts, diagrams or bar graphs and shall be based on the Contractor's logic and time estimates. When updated, such plan and schedule shall be sufficiently detailed to show clearly, in sequence, all salient features of the work of each trade including: the anticipated time of commencement and completion of such work and the interrelationship between such work, submission of Shop Drawings and Samples for approval, approval of Shop Drawings and Samples, placing of orders of materials, fabrication and delivery of materials, installation and testing of materials, contiguous or related work under other contracts, and other items pertinent to the work. The Notice to Proceed may be withheld until this schedule is received and is deemed responsive to the project requirements.
 - b. After Contract Award, but before processing second progress payment application, the Contractor, unless otherwise directed by the University, shall submit to the University and the Consultant for their acceptance its proposed working plan and project time schedule for all the work covered by the Contract, and shall include activities for preparation and submission of all Shop Drawings and Samples. Said proposed working plan and schedule shall be prepared in accordance with the form and requirements set forth in the preceding paragraph.

Section 11 Minority and Women-Owned Business Enterprises

- (1) Pursuant to New York State Executive Law Article 15-A, the University recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified Minority and Women-Owned Business Enterprises and the employment of minority group members and women

in the performance of University contracts.

- (2) For purposes of this solicitation, the University hereby establishes an overall goal of **30%** for MWBE participation, **24%** for Minority-Owned Business Enterprises ("MBE") participation and **6%** for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). For additional information please refer to the MWBE requirements outlined in the Prospective Bidders Notice ([Form 7557-121b](#)) and Exhibit A-1.
- (3) For guidance on how the University will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.
- (4) Please note the forms identified in the Prospective Bidders Notice ([Form 7557-121b](#)) must be submitted within seven days of the bid opening. Required forms include the MWBE-EEO Policy Statement ([Form 7557-104](#) or equivalent), the MWBE Utilization Plan ([Form 7557-107](#)) and the EEO Staffing Plan ([Form 7557-108](#)).
- (5) Upon contract award and prior to contract execution the selected awardee will enter its Statewide Utilization Management Plan (SUMP) and document its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence through the New York State Contract System, which can be viewed at: <http://ny.newnycontracts.com>, provided however, that the selected awardee may arrange to provide such evidence via a non-electronic method by contacting the SUNY Office of Diversity, Equity, and Inclusion.
- (6) Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to the University. The University will review the submitted MWBE Utilization Plan and advise the Bidder of the University's acceptance or issue a notice of deficiency within 30 days of receipt.
- (7) If a notice of deficiency is issued, Awardee agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to SUNY [address phone and fax information], a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by SUNY to be inadequate, SUNY shall notify the Awardee and direct the Awardee to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on [Form 7557-114](#). Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

SUNY may disqualify a Bidder as being non-responsive under the following circumstances:

- i. If a Bidder fails to submit a MWBE Utilization Plan;
- ii. If a Bidder fails to submit a written remedy to a notice of deficiency;
- iii. If a Bidder fails to submit a request for waiver; or
- iv. If SUNY determines that the Bidder has failed to document good faith efforts.

Section 12 Equal Employment Opportunity Requirements

- (1) Pursuant to Article 15 of the Executive Law (the "Human Rights Law"), and all other State and Federal statutory and constitutional non-discrimination provisions, the Bidder will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, national origin, military status, sexual orientation, gender identity or expression, age, disability, predisposing genetic characteristics, domestic violence victim status, familial status or marital status. The Bidder shall also follow the requirements of the Human Rights Law with regard to non-

discrimination on the basis of prior criminal conviction and prior arrest. The Bidder will state in all solicitations or advertisements for employees that, in the performance of this Contract, all qualified applicants will be afforded equal employment opportunities without discrimination.

- (2) The Bidder will undertake, or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and, if awarded a Contract pursuant to this solicitation, will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force during its legal engagement with SUNY.
- (3) By submission of a bid or proposal in response to this solicitation, the Bidder agrees with all of the terms and conditions of SUNY Exhibit A including Clause 12 - Equal Employment Opportunities for Minorities and Women and acknowledges that, if the Bidder is awarded a Contract, The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.
- (4) The Bidder further agrees, where applicable, to submit with the bid a staffing plan ([Form 7557-108](#)) identifying the anticipated work force to be utilized on the Contract and, if awarded a Contract, will, upon request, submit to SUNY a workforce utilization report identifying the workforce actually utilized on the Contract if known. Forms are available in SUNY Procurement Policies and Procedures Document 7557 online at: http://www.suny.edu/sunypp/documents.cfm?doc_id=611.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

Section 13 Executive Order 162 (EO162)

- (1) Governor Cuomo's Executive Order 162 requires state contractors to disclose data on the gender, race, ethnicity, job title, and salary of employees performing work on state contracts.
- (2) Bidder agrees to submit Workforce Utilization Report ([Form 7557-110](#)) and to require the same information to be submitted by any of their subcontractors on the state contract, in such format as shall be required by SUNY on a monthly basis for all construction contracts and quarterly basis for all other contracts during the term of the contract. Empire State Development has provided specific details on this requirement at <https://esd.ny.gov/doing-business-ny/mwbe/mwbe-executive-order-162>.

Section 14 Executive Order 177 (EO177)

- (1) The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, sexual orientation, gender

identity, disability, marital status, military status, or other protected status.

- (2) The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.
- (3) Generally, the Human Rights Law applies to: (i) all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment; (ii) employers with fewer than four employees in all cases involving sexual harassment; and (iii) any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.
- (4) In accordance with Executive Order No. 177, prior to contract award, selected Awardee must submit a certification that it does not have institutional policies or practices that fail to address harassment and discrimination as described above. SUNY is electing to obtain the certification with the bid documents to avoid unnecessary delay in the contract award process. All Bidders must sign and submit the certification attached to this IFB, SUNY [Form 7554-20](#).

Section 15 Service Disabled Veteran Owned Business Enterprises

- (1) Consistent with the State University of New York's commitment to, and in accordance with, Article 17-B of the New York State Executive Law, contractors are required to ensure that good faith efforts are made to include meaningful participation by Service Disabled Veteran-Owned Business in SUNY's MWBE Program. The requirements apply to contracts in excess of \$100,000.
- (2) To ensure that SDVOB Enterprises are afforded the opportunity for meaningful participation in the performance of the University's contracts, and to assist in achieving the SDVOB Act's statewide goal for participation on state contracts the University hereby establishes an overall goal of 6% for SDVOB participation for this solicitation.
- (3) For additional information please refer to the SDVOB requirements outlined in the Prospective Bidders Notice ([Form 7564-121b](#)). Please note the SDVOB Utilization Plan ([Form 7564-107](#)) must be submitted within seven days of the bid opening.

Section 16 Encouraging Use of New York State Business Businesses in Contract Performance

- (1) New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.
- (2) Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

- (3) Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.
- (4) Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.
- (5) Information on the availability of New York State subcontractors and suppliers is available from: New York State Department of Economic Development, Procurement Assistance Unit, One Commerce Plaza, Albany, New York 12245, Phone: (518) 474-7756, Fax: (518) 486-7577.

Section 17 Single Contract Responsibility

This is a single bid general construction project. The Contractor submitting the bid is responsible for all work associated with this Project.

Section 18 Examination of Site and Conditions of Work

- (1) A pre bid conference and project walk through will be held with all contractors assembled on Friday February 27, 2026, at 1:00 pm in conference room C of the physical facilities building. No individual or additional walk throughs will be provided. Failure to attend a walk through shall not be the cause for extra payment.
- (2) Each bidder must inform itself fully of the conditions relating to the construction of the project and the employment of labor on the project. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of their contract. To the extent possible, the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

Section 19 General Terms and Conditions

- (1) The following items will be incorporated into, and made part of, the formal agreement: (1) the University's Invitation for Bid; (2) the Successful Bidder's proposal; (3) Exhibit A, Standard Contract Clauses; (4) Exhibit A-1, Affirmative Action Clauses; and, (5) Forms A and B Procurement Lobbying Forms.
- (2) In the event of any inconsistency in or conflict among the document elements of the agreement described above, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order: (1) Exhibits A and A-1; (2) Forms A and B Procurement Lobbying Forms, (3) the Agreement; (4) this IFB; and (5) the Successful Bidder's proposal.

Section 19.1 Vendor Debriefing and Contract Award Protest Procedure

- (1) Upon being notified of their unsuccessful bids, unsuccessful bidders may request in writing a debriefing within 15 calendar days of such notice. The 15-day period starts once unsuccessful

bidders are notified. Once a request is made by the bidder, the University must schedule a debriefing within a reasonable time of such request. Unless the campus and bidder mutually agree to use another method such as by telephone, video conference or another type of electronic communication the debriefing must be conducted in person with the bidder.

- (2) This procurement is subject to SUNY Procedure Item 7561, Contract Award Protest Procedure.

Section 19.2 Proposal Confidentiality

- (1) All proposals and qualifications submitted for the University's consideration will be held in confidence. However, the resulting contract is subject to the New York State Freedom of Information Law (FOIL). Therefore, if a Bidder believes that any information in its proposal constitutes a trade secret or should otherwise be treated as confidential and wishes such information not to be disclosed the Bidder shall submit with its proposal a separate letter to the designated contact. The letter shall specifically identify the page number(s), line(s) or other appropriate designation(s) containing such information, explaining in detail why such information is a trade secret and formally requesting that such information be kept confidential. Failure by an Bidder to submit such a letter will constitute a waiver by the Bidder of any rights it may have under Section 89(5) of the Public Officers' Law relating to protection of trade secrets.
- (2) The proprietary nature of the information designated confidential by the Bidder may be subject to disclosure if ordered by a court of competent jurisdiction. A request that an entire proposal be kept confidential is not advisable since a proposal cannot reasonably consist of all data subject to FOIL proprietary status.

Section 19.3 Information Security Breach and Notification Act

- (1) The Bidder shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa and State Technology Law, Section 208). The Bidder shall be liable for the costs associated with such breach if caused by its negligent or willful acts or omissions, or the negligent or willful acts or omissions of its agents, officers, employees or subcontractors.

Section 19.4 State Finance Law §139-j and §139-k

- (1) State Finance Law §§139-j and 139-k imposes certain restrictions on communications between the University and a Bidder during the procurement process. During the restricted period the Bidder is restricted from making contacts to other than designated contact unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The restricted period is from the earliest notice of intent to solicit offers through final award and approval of the Contract.

The designated contacts for this procurement are: **see permissible contacts below**

- (2) University employees and their designated representatives are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period the Bidder is debarred from obtaining government procurement contracts.

Section 19.5 State Finance Law §139-l

- (1) Pursuant to N.Y. State Finance Law §139-l, every bid made on or after January 1, 2019 to the State of any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of N.Y. State Labor Law §201-g.
- (2) N.Y. State Labor Law §201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevent policy and sexual harassment training program that employers may utilize to meet the requirements of N.Y. State Labor Law §201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL: <https://www.ny.gov/combating-sexual-harassment-workplace/employers>.
- (3) Pursuant to N.Y. State Finance Law §139-l, any bid by a corporate bidder containing the certification required above shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the bidder.
- (4) If the bidder cannot make the required certification, such bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the bidder cannot make the certification. After review and consideration of such statement, SUNY may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.
- (5) All Bidders must sign and submit the certification attached to this IFB, SUNY [Form 7554-20](#).

Section 19.6 State Finance Law §139-m

- (1) Effective November 5, 2025, State Finance Law § 139-m requires all vendors bidding on New York State contracts to implement and attest to a Gender-Based Violence and the Workplace policy. This policy must be in place for a bid to be considered. Bidders will submit, with their bids, the above-referenced certification indicating that they have implemented a policy addressing gender-based violence in the workplace or provide a signed statement indicating why they are not able to meet this requirement.
- (2) All Bidders must sign and submit the certification attached to this IFB, SUNY [Form 7554-20](#)

Section 20 Additional Terms and Conditions

- (1) The terms and conditions of the State University of New York Construction Agreement (Form 7554-09) shall apply and is provided as an attachment to this IFB.
- (2) The resulting agreement shall be binding upon its execution by both parties and, if required by New York State law, upon the approval of the Attorney General and the Office of the State Comptroller.
- (3) The agreement may be revised at any time upon mutual consent of the parties in writing. Such written consent will not be effective until signed by both parties and, if required by New York State law, approved by the Attorney General and the Office of the State Comptroller.

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- (4) The relationship of the Successful Bidder to the University shall be that of independent contractor.
 - (5) Compliance with the post-employment restrictions of the Ethics in Government Act is required.
 - (6) The submission of a proposal constitutes a binding offer to perform and provide said services.
 - (7) In the event the Successful Bidder uses partners, subcontracts or subcontractors, the Successful Bidder will remain responsible for compliance with all specifications and performance of all obligations under the contract resulting from this IFB. For the resulting agreement, the Successful Bidder will be the prime contractor.
 - (8) The University will not be liable for any costs associated with the preparation, transmittal, or presentation of any proposals or materials submitted in response to this IFB.
 - (9) Public announcements or news releases regarding this IFB or any subsequent award of a contract must not be made by any Bidder without the prior written approval of SUNY.
 - (10) The Successful Bidder is responsible for compliance with all applicable rules and regulations pertaining to cities, towns, counties and State where the services are provided, and all other laws applicable to the performance of the resulting contract. The Successful Offeror shall provide all necessary safeguards for safety and protection as set forth by the United States Department of Labor, Occupational Safety and Health Administration.
 - (11) The Successful Bidder will be responsible for the work, direction and compensation of its employees, consultants, agents and contractors. Nothing in the resulting agreement or the performance thereof by the Successful Bidder will impose any liability or duty whatsoever on the University including, but not limited to, any liability for taxes, compensation, commissions, Workers' Compensation, disability benefits, Social Security, or other employee benefits for any person or entity.
 - (12) In the event the Successful Bidder is required to be reimbursed for travel, Bidder shall be reimbursed at rates not to exceed the current NYS Schedule of Allowable Reimbursable Travel Expenses. Refer to the U.S. Government Administration Rates for Travel at: <http://www.gsa.gov>
 - (13) In addition, the University reserves the right to:
 - a. Not accept any and all proposals received in response to this IFB, waive requirements or amend this IFB upon notification to all bidders, waive minor irregularities or adjust or correct cost or cost figures with the concurrence of the bidder if mathematical or typographical errors exist.
 - b. To terminate any resulting contract for: (1) unavailability of funds; (2) cause; (3) convenience; (4) in the event it is found that the certification filed by the Bidder in accordance with State Finance Law §§139-j and 139-k are found to be intentionally false or intentionally incomplete; and if applicable, the Department of Taxation and Finance Contractor Certification Form ST-220CA was false or incomplete. Upon such finding the University may exercise its termination right by providing written notification to the Bidder in accordance with the written notification terms of the contract.
 - c. Request certified audited financial statements for the past three (3) completed fiscal years

and/or other appropriate supplementation including, but not limited to, interim financial statements and credit reports.

- d. Contact any or all references.
- e. Request clarifications from Bidders for purposes of assuring a full understanding of responsiveness, and further to permit revisions from all Bidders determined to be susceptible to being selected for contract award, prior to award.
- e. Advise Bidder of any objectionable employee(s) and/or subcontractor(s) and request their removal from the project. Such removal shall not be reasonably withheld by the Bidder.

Section 21 Public Work Contractor and Subcontractor Registry

- (1) Starting December 30, 2024, all contractors and subcontractors submitting bids or performing construction work on public work projects covered by [Article 8 of the Labor Law](#) are required to register with the New York State Department of Labor (NYSDOL) under [Labor Law Section 220-i](#).
- (2) Contractors must submit their certificate of registration at the time the bid is made.
- (3) Contractors are responsible for verifying that subcontractors are registered. Subcontractors must be registered prior to commencing any work on a covered project.
- (4) Contractors need to register before submitting any new bids or commencing new work on a covered project on or after December 30, 2024. Subcontractors need to register before commencing new work on a covered project on or after December 30, 2024.

PERMISSIBLE CONTACTS DURING THE RESTRICTED PERIOD ARE AS FOLLOWS:

Matthew Schofield, Director of Procurement, 607-777-4526, mschofie@binghamton.edu
John Gallent, Assoc Director of Purchasing, 607-777-2036, jgallent@binghamton.edu
Rachel Talcott, Assoc Director of Accounting, 607-777-3591, rtalcott@binghamton.edu
Johanne Ferraro, Capital Budget Financial, 607-777-3341, jferraro@binghamton.edu
Jessica Kane, Document Control Coordinator, 607-777-5522, jkane13@binghamton.edu
Jonathan Negron, Architect, 607-777-3475, jnegrn3@binghamton.edu

NAME OF BIDDER

ADDRESS OF BIDDER

EMAIL ADDRESS OF BIDDER

PROPOSAL FOR

Project Number: C071159

Date: _____

Project Name: Nelson A. Rockefeller Expansion

TO THE STATE UNIVERSITY OF NEW YORK:

1. The Work Proposed Herein Will Be Completed Within the timeframe stated on page one of the Agreement. In the event the bidder fails to complete such work by said date or dates, or within the time to which such completion may have been extended in accordance with the Contract Documents, the bidder agrees to pay the University liquidated damages in an amount equal to the values indicate in the Liquidated Damages Schedule below for each calendar day of delay in completing the work.

LIQUIDATED DAMAGES SCHEDULE

<u>Contract Amount</u>	<u>Liquidated Damages</u>
Under \$100,000.....	\$100/day
\$100,000-\$499,999.....	\$200/day
\$500,000-\$999,999.....	\$300/day
\$1MM-\$1,999,999.....	\$400/day
\$2MM-\$3,499,999.....	\$500/day
\$3.5MM-\$5MM.....	\$700/day
Over \$5MM (to be determined by the University in each instance)	\$900/day

- 2.** The bidder hereby declares that it has carefully examined all Bidding and Contract Documents and that it has personally inspected the actual location of the work, together with the local sources of supply, has satisfied itself as to all the quantities and conditions, and understands that in signing this Proposal, it waives all right to plead any misunderstanding regarding the same.
- 3.** The bidder further understands and agrees that it is to do, perform and complete all work in accordance with the Contract Documents and to accept in full compensation therefore the amount of the Total Bid, modified by such additive or deductive alternates, if any, as are accepted by the University.
- 4.** The bidder further agrees to accept the unit prices, if any, set forth in paragraph (5) of this proposal, except as the same may be modified pursuant to the provisions of Section (5) of the Information to Bidders, as full payment for the amount of the credit to the University for any deletions, additions, modifications or changes to the portion or portions of work covered by said unit prices.

5. BID CALCULATION

a. BASE BID *(does not include allowances)*

\$ _____
(in numbers)

(in words)

b. ALLOWANCES: In accordance with the Schedule II and Section 4.05 of Agreement, the bidder further agrees to the following additions to the Base Bid:

Work or Materials Description	Amount in Words	Amount in Figures
Include in the Base Bid in the amount of one hundred fifty-three thousand six hundred dollars (\$153,600.00) for the purpose of covering the costs of field directive work as directed by Architect.	One hundred fifty-three thousand six hundred dollars	\$153,600.00
Include in the Base Bid in the amount of eight thousand dollars (\$8,000.00) for the use of online project communication software service as provided by Submittal Exchange, 5500 Westown Parkway, Suite 180 West Des Moines Iowa, 50266.	Eight thousand dollars	\$8,000.00
Include in the Base Bid in the amount of ten thousand dollars (\$10,000.00) for the purpose of relocating existing utility pathways, including mechanical, electrical, and data, to create clearance for new utility pathways.	Ten thousand dollars	\$10,000.00

c. TOTAL BID *(base bid + allowances = total bid)*

\$ _____ (in numbers)

\$ _____ (in words)

d. ALTERNATES: In accordance with Section B of the General Requirements the bidder proposes the following additions to or deductions from the Total Bid for the alternates listed below:

Alternate Number	Add/Deduct	Amount in Words	Amount in Figures

- e. **UNIT PRICES:** In accordance with Section (5) paragraph (2) of the Information to Bidders and Section 4.04 of the Agreement the bidder or the University may insert unit prices for the work or materials listed below for clarification.

Work or Materials Description	Amount in Words	Amount in Figures

6. 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: (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 have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (c) no attempt has been made or will be made by the bidder to induce any person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (a), (b) and (c) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a), (b), and (c) above shall have not been complied with, the bid shall not be considered for award nor shall any award be made unless the Campus President, or designee, or Vice Chancellor for Capital Facilities, or designee, determines that such disclosure was not made for purposes of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of this Section.

7. The bidder agrees that if awarded the Contract, it will commence work within (10) calendar days after date of receipt of a fully executed Agreement and that it will fully complete the work by the date stated herein.

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

Addendum Number	Date	Addendum Number	Date
_____	____/____/____	_____	____/____/____
_____	____/____/____	_____	____/____/____
_____	____/____/____	_____	____/____/____

9. The bidder submits herewith bid security in an amount not less than five (5) percent of the Total Bid. In the event that (a) the bidder's Total Bid is the lowest one submitted and the bidder does not timely provide the Post-Bid Information required by the Information for Bidders or (b) this Proposal is accepted by the University and the bidder shall refuse or neglect, within ten (10) calendar days after date of receipt of Agreement, to execute and deliver said Agreement in the form provided herein, or to execute and deliver a Performance Bond and a Labor and Material Bond in the amounts required and in the form prescribed, the bidder shall be liable to the University, as liquidated damages, for the amount of the bid security or the difference between the Total Bid of the bidder and the Total Bid of the bidder submitting the next lowest bid, whichever sum shall be higher, otherwise the total amount of the bid security will be returned to the bidder in accordance with the provisions set forth in the Information for Bidders. The University may apply the bid security in full or partial payments, as the case may be, of said liquidated damages and in the event the bid security is less than the amount of liquidated damages to which the University is entitled, the bidder shall pay the difference, upon demand, to the University.
10. The bidder certifies that all wood products that are to be used in the performance of this Contract shall be in accordance with the Specifications and provisions of Section 167 b. of the State Finance Law which Section prohibits the purchase and use of tropical hardwoods.
11. The bidder affirms that it understands and agrees to comply with the procedures of the Fund relative to permissible contacts as required by Sections 139-j(3) and 139-j-(6)(b) of the State Finance Law.
12. The bidder certifies that all information provided or to be provided to the University in connection with this procurement is, as required by Section 139-k of the State Finance Law, complete, true and accurate.

Dated ____/____/____

Firm's Federal ID Number or
Social Security Number as applicable _____

Legal name of person, partnership, joint venture or corporation:

By _____
(signature)

Title _____

ACKNOWLEDGMENT FOR THE PROPOSAL

THE LEGAL ADDRESS OF THE BIDDER

Telephone No. _____ Facsimile No. _____

If a Corporation

Name

Address

_____	PRESIDENT _____
_____	SECRETARY _____
_____	TREASURER _____

If a Partnership

Name of Partners

Address

_____	_____
_____	_____
_____	_____

If a Joint Venture

Name of Members

Address

_____	_____
_____	_____
_____	_____

If an Individual

Name of Individual

Address

_____	_____



Bidder Name:

Project No.:

Bidders must provide three (3) example projects completed in the past five (5) years in which the Bidder served as the prime contractor. Example projects must be of similar size, scope and complexity to the project currently being bid, as further described in the Description of Work. Each project must include the Owner/Agency, Award Date, Contract Amount, Date Completed, Contact Person, Telephone number of the contact, Architect and/or Engineer's Name, Contract Number, Contact Email, and the Project Title and a brief scope description. Reference contacts may be used to verify project size, scope, dollar value, percentages and quality of performance.

1.	Agency/Owner			Award Date	Contract Amount	Date Completed
	Agency/Owner Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Contact Email	Project Title & Scope			
2.	Agency/Owner			Award Date	Contract Amount	Date Completed
	Agency/Owner Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Contact Email	Project Title & Scope			
3.	Agency/Owner			Award Date	Contract Amount	Date Completed
	Agency/Owner Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Contact Email	Project Title & Scope			
Completed By:				Phone Number: Email: Date:		

State University of New York
Construction Agreement

Contract Number: _____

This Agreement (referred to alternately as "Agreement" or "Contract") made as of the _____ day of March, 2026, for Contract Number _____ by and between STATE UNIVERSITY OF NEW YORK, a corporation organized and existing under the laws of the State of New York, with its principal office located at State University Plaza, 353 Broadway, Albany, New York 12246, on behalf of State University of New York at Binghamton located at 4400 Vestal Parkway East, Binghamton, New York 13902 hereinafter referred to as "University" and _____ having its principal office located at _____, and a Federal ID or Social Security No. of {insert number}, hereinafter referred to as "the "Contractor."

WITNESSETH:

The parties hereto agree that the Contractor shall:

(a) furnish and perform all work of every kind required and all other things necessary to complete in the most substantial and workmanlike manner the construction of

C071159
Nelson A. Rockefeller Expansion
At Binghamton University

in strict accordance with the Contract Documents; and

(b) complete all work necessary for substantial completion **within 447 calendar days after the date of the Notice to Proceed**}, or within the time to which such completion may have been extended in accordance with the Contract Documents;

(c) in the event it fails to substantially complete all the work on time, pay to the University liquidated damages in accordance with the liquidated damages schedule listed on page one of the contractors proposal for each calendar day of delay of substantially completing all the work; and

(d) do everything required by the Contract; subject, however, to the terms, provisions and conditions listed hereinafter.

(e) The University shall pay and the Contractor shall accept as full and complete payment for the performance of this Agreement, subject to additions or deductions as provided herein, the total contract compensation of \$_____, (in figures), _____ (in words).

Article I
General Provisions

Section 1.01 Definitions

Where the following words and expressions are used in the Contract Documents it is understood that they have the meaning set forth as follows:

Allowance Any and all work and materials which may be required of the Contractor in performing work set forth under one or more allowances to this Agreement shall be Work, as defined herein, which shall be performed in accordance with the base schedule for the performance of the Contractor's Work. Contractor shall not be entitled to an extension of time for the performance of an allowance or all allowances.

Consultant The Architect or Engineer named in the Notice to Bidders or such other person or firm designated by the University to provide general administration of the Contract and inspection of the work.

Bidding Documents Notice to Bidders, Information for Bidders and Proposals

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Bonds	Performance Bond and Labor and Material Bond
Delay	For purposes of this document and as used herein and in any other contract documents between the Contractor and the University the word "delay" shall be interpreted broadly and shall include by way of example only and not by way of limitation: delay, disruption, interference, inefficiencies, impedance, hindrance, acceleration, resequencing, schedule impacts, lack of timeliness by the University and/or Consultant, and lack of coordination, cumulative impact of multiple change orders, delay and other impacts.
Contract or Contract Documents	The Agreement, Exhibits A and A-1, Bidding Documents, Bonds, Specifications, Project Manual, Drawings Addenda issued prior to the opening of bids and Change Orders issued after award of the Contract.
University	State University of New York
Notice to Proceed	Written notice provided by the University to the Contractor stating the date on which the contractor can begin project work.
Project	The facility or facilities to be constructed including all usual, appropriate and necessary attendant work shown on, described in or mentioned in the Contract.
Site	The area within the Contract limit lines, as shown on the Drawings, and all other areas upon which the Contractor is to perform work.
Substantial Completion	Substantial Completion is the completion of Work so that the Project can be fully occupied and used for the purposes for which it is intended. Substantial Completion includes: (1) completion of all work required for the issuance of a code compliance certificate, or a temporary approval for occupancy, completed in a manner that includes no uncorrected deficiency or material violation of the Building Code of New York State within the area or work for which the certificate is to be issued; (2) completion of all building systems and functional testing of said systems (other than tests that cannot be performed due to the seasonal environmental conditions in effect at the time of completion); (3) acceptance and approval of the Operating Instructions and Manuals and Training of Campus Personnel; and (4) the sum of values determined for Punch List work at the time of Substantial Completion shall not exceed one (1) percent of the amount of the Contract consideration unless otherwise agreed to by the University.
Work	The using, performing, installing, furnishing and supplying of all materials, equipment, labor, services and incidentals necessary or proper for or incidental to the successful completion of the Project and the carrying out of all duties and obligations imposed upon the Contractor by the Contract.

Section 1.02 Captions

The titles or captions of Articles and Sections of the Contract are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof or of the Contract or in any way affect the Contract.

Section 1.03 Nomenclature

Materials, equipment or other work described in words and abbreviations which have a well-known, technical or trade meaning shall be interpreted as having such meaning in connection with the Contract.

Section 1.04 Entire Agreement

The Contract constitutes the entire agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and the Contract shall not be changed, modified, or altered in any manner except by an instrument in writing executed by the parties hereto.

Section 1.05 Successors, Assigns and Agents

To the extent allowed by the terms of "Exhibit A", the Contract shall bind the successors, assigns and representatives of the parties hereto. The University reserves the right to have the State University Construction University Fund act as

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its agent at any time or duration of this Agreement. Such designation of the Fund to act on the behalf of the University shall be in writing and addressed to the Contractor.

Section 1.06 Accuracy and Completeness of Contract Documents

- (1) The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. The intention of the Documents is to include all materials, plant, equipment, tools, skill and labor of every kind necessary for the proper execution of the work and also those things which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results.
- (2) The Contract Documents contemplate a finished piece of work of such character and quality as is reasonably inferable from them. The Contractor acknowledges that the Contract consideration includes sufficient money allowance to make its work complete and operational and in compliance with good practice and it agrees that inadvertent minor discrepancies or omissions or the failure to show details or to repeat on any part of the Contract Documents the figures or notes given on another shall not be the cause for additional charges or claims. In case of a conflict between any part or parts of the Contract Documents with any other part or parts thereof, as contrasted to an omission or failure to show details or to repeat on any part of the Contract Documents the figures or notes given on another part thereof, the following shall be given preference, in the order hereinafter set forth, to determine what work the Contractor is required to perform: (a) Exhibit A Standard Clauses (b) Exhibit A-1 Affirmative Action Clauses, (c) Addenda (later dates to take preference over earlier dates); (d) Amendments to Agreement; (e) Agreement; (f) Bidding Documents; (g) Specifications; (h) Schedules (i.e. finish schedules); (i) Large scale detail Drawings (detail drawings having a scale of 3/4" and over); (j) Large scale plan and section Drawings (plan and section drawings having a scale equal to or larger than that used for the basic floor or site plan, as the case may be); (k) Small scale detail Drawings (detail drawings having a scale of less than 3/4"); and (l) Small scale plan and section Drawings (plan and section drawings having a scale less than that used for the basic floor or site plan, as the case may be). In the event of such a conflict between or among parts of the Contract Documents that are entitled to equal preference, the more expensive way of doing the work, the better quality or greater quantity of material shall govern unless the University otherwise directs.

Section 1.07 Organization of Contract Documents

The Specifications and Drawings are generally divided into trade sections for the purpose of ready references, but such division is arbitrary and such sections shall not be construed as the prescription by the Consultant or the University of the limits of the work of any subcontractor or as a determination of the class of labor or trade necessary for the fabrication, erection, installation or finishing of the work required. The Contractor will be permitted to allot the work of subcontractors at its own discretion regardless of the grouping of the Specifications and Drawings. It shall be the Contractor's responsibility to settle definitively with each subcontractor the portions of the work which the latter will be required to do. The University and the Consultant assume no responsibility whatever for any jurisdiction claimed by any of the trades involved in the work.

Section 1.08 Furnishing of Contract Documents

The University shall establish the format for the Contract Documents (hard copy and/or electronic media) at the start of the Project. The Contractor shall be furnished, free of charge, with two (2) copies of the Specifications and Drawings in the selected format(s). Any other copies of the Specifications and Drawings which the Contractor may desire can be obtained at the Contractor's expense.

Section 1.09 Examination of Contract Documents and Site

By executing the Contract, the Contractor agrees that it has carefully examined the Contract Documents together with the site of the proposed work as well as its surrounding territory; that it is fully informed regarding all the conditions affecting the work to be done and the labor and materials to be furnished for the completion of the Contract; and that its information has been acquired by personal investigation and research and not in the estimates and records of the University.

Section 1.10 Invalid Provisions

If any term or provision of the Contract Documents or the application thereof to any person, firm or corporation or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Contract Documents, or the application of such terms or provisions to persons, firms or corporations or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Contract Documents shall be valid and be enforced to the fullest extent permitted by law.

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Section 1.11 No Collusion or Fraud

The Contractor hereby agrees that the Contract was secured without collusion or fraud and that neither any officer nor any employee of the University has or shall have a financial interest in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof.

Section 1.12 Notices

- (1) All notices permitted or required hereunder shall be in writing and shall be transmitted either:
- a. via certified or registered United States mail, return receipt requested;
 - b. by personal delivery;
 - c. by expedited delivery service; or
 - d. by email if actually received by the University. Contractor bears the burden of proof of service by email and receipt of email by the University.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

Binghamton University

Name: Matthew Schofield

Title: Director of Procurement

**Address: 4400 Vestal Parkway East
Binghamton, New York 13902**

Telephone Number: (607) 777-4526

E-mail address: mschofie@binghamton.edu

{insert company name}

Name:

Title:

Address:

Telephone Number:

E-mail Address:

- (2) Any such notice shall be deemed to have been given either at the time of personal delivery or actual receipt by the University, or in the case of email, upon receipt by the University.
- (3) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) calendar days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Section 1.13 Singular-Plural; Male-Female

As used in the Contract Documents, the singular of any word or designation, whenever necessary or appropriate, shall include the plural and vice versa, and the masculine gender shall include the female and neutral genders and vice versa.

Article II
Contract Administration and Conduct

Section 2.01 Consultant's Status

- (1) The Consultant, as the University's representative, shall provide general administration of the Contract and inspection of the work. The Consultant will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and it will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents. The Consultant's duties, services and work shall in no way supersede or dilute the Contractor's obligation to perform the work in conformance with all Contract requirements, but it is empowered by the University to act on its behalf

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with respect to the proper execution of the work and to give instructions and/or direction when necessary to require such corrective measures as may be necessary, in its professional opinion, to insure the proper execution of the Contract or to otherwise protect the University's interest.

- (2) The Consultant shall have the authority to stop the work or to require and/or direct the prompt execution thereof whenever such action may be necessary, in its professional opinion, to insure the proper execution of the Contract or to otherwise protect the interests of the University.
- (3) Except as otherwise provided in the Contract, the Consultant shall determine the amount, quality, acceptability, fitness and progress of the work covered by the Contract and shall decide all questions of fact which may arise in relation to the interpretation of the plans and Specifications, the performance of the work and the fulfillment by the Contractor of the provisions of the Contract. The Consultant shall in the first instance be the interpreter of the provisions of the Contract and the judge of its performance and it shall use its power under the Contract to enforce its faithful performance.

Section 2.02 Finality of Decisions

- (1) Any decision or determination of the Consultant under the provisions of the Contract shall be final, conclusive and binding on the Contractor unless the Contractor shall, within ten (10) working days after such decision, make and deliver to the University a verified written statement of its contention that the decision of the Consultant is contrary to a provision of the Contract. The University shall thereupon determine the validity of the Contractor's contention. Pending decision by the University, the Contractor shall proceed in accordance with the Consultant's decision.
- (2) Wherever it is provided in the Contract Documents that an application must be made to the University and/or determination made by the University, the University's decision on such application and/or its determination under the Contract Documents shall be final, conclusive and binding upon the Contractor unless the Contractor, within ten (10) working days after receiving notice of the University's decision or determination, files a written statement with the University and the Consultant that it reserves its rights in connection with the matters covered by said decision or determination and after a court of competent jurisdiction determines the University's said decision or determination to be fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith in an action brought in accordance with Section 4.24.

Section 2.03 Claims and Disputes

- (1) If the Contractor claims (i) that any work it has been ordered to do is extra work or (ii) that it has performed or is going to perform extra work or (iii) that any action or omission of the University or the Consultant is contrary to the terms and provisions of the Contract, it shall:
 - a. Promptly comply with such order;
 - b. Notwithstanding the provisions of Section 1.12 of the Agreement and any other provisions of the Contract documents to the contrary, file with the University and the Consultant, within five (5) working days after being ordered to perform the work claimed by it to be extra work or within five (5) working days after commencing performance of the extra work, whichever date shall be the earlier, or within fifteen (15) working days after the said action or omission on the part of the University or the Consultant occurred, a written notice of the basis of its claim and request a determination thereof.
 - c. Notwithstanding the provisions of Section 1.12 of the Agreement and any other provisions of the Contract documents to the contrary, file with the University and the Consultant, within thirty (30) calendar days after said alleged extra work was required to be performed or said alleged extra work was commenced, whichever date shall be the earlier, or said alleged action or omission by the University or the Consultant occurred, a verified detailed statement, with documentary evidence, of the items and basis of its claim, including an initial and updated detailed Time Progress Schedule,
 - d. Produce for the University's examination, upon notice from the University, such information and documentation as directed by the University, which shall include but not be limited to job cost reports and all estimates and documentation used to develop the Bid Proposal, all its books of account, bills, invoices, payrolls, subcontracts, time books, progress records, daily reports, bank deposit books, bank statements, checkbooks and cancelled

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checks, showing all of its actions and transactions in connection with or relating to or arising by reason of its claim, and submit persons in its employment and in its subcontractors' employment for examination under oath by any person designated by the University to investigate any claims made against the University under the Contract, such examination to be made at the offices of the Contractor; and

- e. Proceed diligently, pending and subsequent to the determination of the University with respect to any such disputed matter, with the performance of the Contract and in accordance with all instructions of the University and the Consultant.
- (2) The Contractor's failure to comply with any or all parts of subdivision b, c and d of paragraph (1) of this Section shall be deemed to be: (i) a conclusive and binding determination on its part that said order, work, action or omission does not involve extra work and is not contrary to the terms and provisions of the Contract; and (ii) a waiver by the Contractor of all claims for additional compensation or damages as a result of said order, work, action or omission. The provisions of subdivision b, c and d of paragraph (1) of this Section are for the purpose of enabling the University to avoid waste of public funds by affording it promptly the opportunity to cancel or revise any order, change its plans, mitigate or remedy the effects or circumstances giving rise to a claim or take such other action as may seem desirable and to verify any claimed expenses or circumstances as they occur. Compliance with such provisions is essential whether or not the University is aware of the circumstances of any order or other circumstances which might constitute a basis for a claim and whether or not the University has indicated it will consider a claim in connection therewith.
- (3) The Contractor's failure to submit and maintain a Time Progress Schedule in accordance with Section 3.02 of the Agreement shall be deemed to be a waiver by the Contractor of all claims for additional time, compensation or damages as a result of any condition which is an alleged cause of delay in the completion of the work. The Schedule of Record, regularly updated and submitted at required durations in accordance with the provisions of the General Requirements, Section paragraph titled "Project Schedule": (i) informs the University and affords it promptly of regular opportunities to change its plans or mitigate or remedy the effects or circumstances giving rise to a claim of delay in the completion of the work or take such other action as may seem desirable to verify any claimed circumstances as they occur; and (ii) forms a record which becomes the basis of the University's verification of an alleged cause of delay in the completion of the work.
- (4) No person has power to waive or modify any of the foregoing provisions and, in any action against the University to recover any sum in excess of the sum certified by the University to be due under or by reason of the Contract, the Contractor must allege in its complaint and prove at the trial compliance with the provisions of this Section.
- (5) Nothing in this Section shall in any way affect the University's right to obtain an examination before trial or a discovery and inspection in any action that might be instituted by or against the University or the Contractor.

Section 2.04 Omitted Work

The University reserves the right at any time during the progress of the work to delete, modify or change the work covered by the Contract, by a Change Order or Field Order thereto providing for either a reduction or omission of any portion of the work, without constituting grounds for any claim by the Contractor for allowances for damages or for loss of anticipated profits and in such event a deduction shall be made from the Contract consideration, the amount of which is to be determined in accordance with the provisions of Section 4.02 or 4.05A of the Agreement.

Section 2.05 Extra Work

- (1) The University reserves the right at any time during the progress of the work to add, modify or change the work covered by the Contract by Change Order or Field Order or as otherwise required by the University thereto providing for extra work of either a qualitative or quantitative nature and in such event the Contract consideration may be increased by an amount to be determined in accordance with the provisions of Sections 4.02 and 4.05A of the Agreement and the completion date for all or any part of the work may be extended for such period of time as may be determined by the University as necessary, because of the extra work, to complete the work or any part thereof.
- (2) Nothing in the Contract Documents shall excuse the Contractor from proceeding with the extra work as directed., The terms and conditions of the Contract Documents shall be fully applicable to all extra work.

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- (3) The Contractor shall have no claim for extra work or an extension of time if the performance of such work, in the judgment of the Consultant, is made necessary or desirable because of any act or omission of the Contractor which is not in accordance with the Contract.
- (4) Notwithstanding the provisions of Section 2.02 of the Agreement and any other provisions of the Contract Documents to the contrary, the University, after conferring with the Consultant, shall have the right to overrule a determination or decision of the Consultant, that relates to whether certain work is included in the Contract Documents or is extra work, which the University believes is incorrect; in the event the University exercises such right, that determination or decision shall be final, conclusive and binding upon the Contractor and the University unless the same shall be determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith.

Section 2.06 Contractor to Give Personal Attention

- (1) The Contractor shall give its constant personal attention to all the work while it is in progress and shall place the work in charge of a competent and reliable full-time superintendent acceptable to the Consultant and the University who shall have authority to act for the Contractor and who shall be accountable to the Consultant to the extent provided in the Contract. Unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in its employ, such superintendent shall not be changed without the written permission of the Consultant and the University.
- (2) When the Contractor and its superintendent are temporarily absent from the site of the work, the Contractor or its superintendent shall designate a responsible supervisory employee, approved by the Consultant and the University, to receive such orders as the Consultant or its representative may give. At no time shall any work be conducted on the site in the absence of an individual present who has been so designated by the Contractor or its superintendent as having authority to receive and execute instructions given by the Consultant or its representative.
- (3) If the superintendent, project manager or other supervisory employees are not satisfactory to the University, the Contractor shall, if directed by the University, immediately replace such supervisory employees with other supervisory employees acceptable to the Consultant and the University. Such replacement and all related impacts shall be at no additional cost to the University.

Section 2.07 Employment of Workers

The Contractor shall at all times employ competent and suitable workers and equipment which shall be sufficient to prosecute all the work to full completion in a disciplined orderly manner and in accordance with the Time Progress Schedule and the contractually required time of performance. All workers engaged in special or skilled work shall have had sufficient experience in such work to properly and satisfactorily perform the same. Should the Consultant deem any employee of the Contractor or any subcontractor incompetent, careless, insubordinate or otherwise objectionable or whose continued employment on the work is deemed by the Consultant to be contrary to the public interest, it shall so advise the Contractor and the latter shall dismiss or shall cause the subcontractor, if such employee is employed by the latter, to dismiss such employee and such employee shall not again be employed on the work to be performed under the Contract without obtaining the prior written approval of the Consultant.

Section 2.08 Detailed Drawings and Instructions

Upon timely notice from the Contractor that supplementary information is required, the Consultant shall furnish additional instructions, by means of Drawings or otherwise, necessary for the proper execution of the work. All such Drawings and instructions shall be consistent with the Contract Documents, true developments thereof and reasonably inferable therefrom. The work shall be executed in conformity therewith and the Contractor shall do no work without proper Drawings and/or instructions.

Section 2.09 Contract Documents to Be Kept at Site

The Contractor shall keep at the site of the work a copy of the Drawings and Specifications and shall at all times give the Consultant and the University access thereto.

Section 2.10 Permits and Building Codes

The Contractor shall obtain from the proper authorities all permits legally required to carry on its work, pay any and all taxes and fees legally required and shall be responsible for conducting its operations in accordance with the provisions

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of such permits. Except as otherwise expressly provided in the Contract Documents, all of the work covered by this Agreement which is to be performed on property owned by the State University of New York is not subject to the building code of any city, county or other political subdivision of the State of New York. It is, however, subject to the provisions of the Building Code of New York State and the applicable Federal and State health and labor laws and regulations.

Section 2.11 Surveys

- (1) From the data shown on the Drawings and identified at the site by the Consultant, a licensed surveyor, to be designated and paid for by the University, shall establish one (1) fixed benchmark and one (1) fixed base line at the site. The Contractor shall work from the benchmarks and base lines shown on the Drawings, identified at the site by the Consultant and established at the site by the aforesaid surveyor and shall establish such supplementary bench marks and base lines that are required in order for it to lay out the work. The Contractor shall be responsible for all measurements that may be required for execution of the work to the exact position and elevation as prescribed in the Specifications, shown on the Drawings, or as the same may be modified at the direction of the Consultant to meet changed conditions or as a result of modifications to the work covered by the Contract.
- (2) The Contractor shall furnish at its own expense such stakes and other required equipment, tools and materials, and all labor as may be required in laying out any part of the work. If, for any reason, monuments are disturbed, it shall be the responsibility of the Contractor to reestablish them, without cost to the University, as directed by the Consultant. The Consultant may require that construction work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking completed work or the work in progress.
- (3) In all multiple-story construction, the Contractor shall establish and maintain line marks at each floor level and grade marks four (4) feet above the finished floor at each floor level.

Section 2.12 Site Conditions

- (1) The Contractor acknowledges that it has assumed the risk and that the Contract consideration includes such provision as it deems proper for all physical conditions and subsurface conditions as it could reasonably anticipate encountering from the provisions of the Contract Documents, borings, rock cores, topographical maps and such other information as the University or the Consultant made available to it prior to the University's receipt of bids or from its own inspection and examination of the site prior to the University's receipt of bids.
- (2) In the event that the Contractor encounters subsurface physical conditions or other latent physical conditions at the site differing substantially from those shown on or described or indicated in the Contract Documents and which could not have been reasonably anticipated from the aforesaid information made available by the University or the Consultant or from the Contractor's aforesaid inspection and examination of the site, it shall give immediate notice to the Consultant of such conditions before they are disturbed. The Consultant will thereupon promptly investigate the conditions and, if it finds that they do substantially differ from that which should have been reasonably anticipated by the Contractor, it shall make such changes in the Drawings and Specifications as may be necessary and a Change Order or Field Order may be issued, the amount of which shall be determined in accordance with the provisions of Sections 4.02 and 4.05A, to reflect any increase or decrease in the cost of, or the time required for, performance of the Contract as a result of any of the aforesaid changes made by the Consultant and/or as a result of such unanticipated subsurface conditions.

Section 2.13 Right to Change Location

When additional information regarding the subsurface conditions becomes available to the University as a result of the excavation work, further testing or otherwise, it may be found desirable to change the location, alignment, dimensions or grades to conform to such conditions. The University reserves the right to make such reasonable changes in the work as, in its opinion, may be considered necessary or desirable; such changes and any adjustments in the Contract consideration as a result thereof are to be made in accordance with the provisions of Sections 2.04, 2.05 4.02 and 4.05A of the Agreement.

Section 2.14 Unforeseen Difficulties

Except as otherwise expressly provided in Section 2.12 of the Agreement and in other Sections of the Contract Documents, the Contractor acknowledges that it has assumed the risk and that the Contract consideration includes such

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provisions as it deems proper for any unforeseeable obstacles or difficulties which it may encounter in the performance of the work.

Section 2.15 Moving Materials and Equipment

Should it become necessary, in the judgment of the Consultant, at any time during the course of the work to move materials which are stored on the site and equipment which has been temporarily placed thereon, the Contractor upon request of the Consultant shall move them or cause them to be moved at its sole cost and expense; provided, however, if materials and equipment that have been stored or placed by the Contractor at a location on the site expressly approved, in writing, by the Consultant and the same are moved or caused to be moved by the Contractor at the Consultant's request, such removal shall be deemed extra work and the Contractor shall be compensated therefor in accordance with the provisions of Sections 4.02 and 4.05A of the Agreement.

Section 2.16 Other Contracts

- (1) Prior to and during the progress of the work hereunder the University reserves the right to let or permit the letting of other contracts relating to the Project or in connection with work on sites within the Contract limit lines or adjoining or adjacent to that on which the work covered by this Agreement is to be performed. In the event such other contracts are let, or have previously been let, the Contractor and such other contractors shall coordinate their work with each other, arrange the sequence of their work to conform with the progressive operation of all the work covered by such contracts and afford each other reasonable opportunities for the introduction and storage of their materials, supplies and equipment and the execution of their work. If the Contractor or such other contractors contend that their work or the progress thereof is being interfered with by the acts or omissions of the other or others or that there is a failure to coordinate or properly arrange the sequence of the work on the part of the Contractor or such other contractors, they shall, within five (5) working days of the commencement of such interference or failure of coordination or failure to perform work in proper sequence, give written notification to the University and the Consultant of such contention. Upon receipt of such notification or on its own initiative, the Consultant shall investigate the situation and issue such instructions to the Contractor or such other contractors with respect thereto as it may deem proper. The Consultant shall determine the rights of the Contractor and of such other contractors and the sequence of work necessary to expedite the completion of all work covered by this Agreement in relation to the work covered by said other contracts.
- (2) The Contractor agrees that it has and will make no claim for damages against the University by reason of any act or omission to act by any other contractor or in connection with the Consultant's or University's acts or omissions to act in connection with such other contractor, but the Contractor shall have a right to recover such damages from the other contractors.
- (3) If the proper and accurate performance of the work covered by the Contract depends upon the proper performance and execution of work not included herein or depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the Consultant any defects in such work that render it unsuitable for proper execution and results. Its failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the work covered by the Contract, except as to latent defects which may be discovered thereafter.

Section 2.17 Inspection and Testing

- (1) All materials and workmanship shall be subject to inspection, examination and testing by the Consultant and the University at all times during the performance of the work and at all places where the work is carried on. Except as otherwise herein specified, the University shall pay for the cost of inspection, examination and testing by the Consultant or the University. If, however, the tests prove that the materials and/or work tested do not meet the requirements of the Contract, then the entire cost of such tests and any additional testing and or inspections required until the work is deemed compliant is to be borne by the Contractor. The Consultant will have the right to reject defective material and workmanship furnished by the Contractor or require its correction. The Contractor, without charge therefor, shall satisfactorily and promptly correct all rejected work and replace all rejected material with proper material.
- (2) The Contractor shall promptly segregate and remove from the site of the work all rejected material and work. If the Contractor shall fail to proceed at once with the replacing of rejected material and/or correction of defective workmanship, the University may, by contract or otherwise, replace such material and/or correct such

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workmanship, and charge the costs thereof to the Contractor or it may cancel the Contract and terminate the Contractor's employment as provided in the Agreement.

- (3) The Contractor, without additional charge, shall promptly furnish all reasonable facilities, labor materials and equipment with associated operators necessary for the safe and convenient access, inspection and testing that may be required by the Consultant or the University.
- (4) If the Contract Documents or the Consultant's instructions or the applicable laws, ordinances or regulations of any governmental authority require any part of the work covered by the Contract to be specially tested or inspected, the Contractor shall give the Consultant timely notice of its readiness for such testing or inspection or, if the same is to be performed by a governmental authority, of the date fixed therefor. If any such work, without the written permission of the Consultant, should be covered up prior to such testing or inspection, the Contractor, at its sole cost and expense must, if directed by the Consultant, uncover the same for testing or inspection and reconstruct same after the tests or inspection are conducted. All certificates of inspection or testing, involving the Contractor's work, required to be obtained from governmental authorities are to be secured by the Contractor at its sole cost and expense.
- (5) Should it be considered necessary or advisable by the Consultant at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out same, the Contractor, upon request, shall furnish all necessary facilities, labor and material to perform such examination. If the work subject to such examination is found to be defective or nonconforming in any manner due to the fault of the Contractor or any of its subcontractors, such uncovering or destruction and necessary reconstruction, even though such includes work not covered in the Contract, shall be at the expense of the Contractor. If, however, such work after testing and examination is found to be satisfactory, the University will pay the Contractor the cost of such uncovering or destruction and reconstruction, such cost to be determined as in the case of extra work as provided in Sections 4.02 and 4.05A.
- (6) Inspection of material and furnished articles to be incorporated in the work may be made at the place of production, manufacture or shipment unless otherwise stated herein. The inspection of material and workmanship for final acceptance as a whole or in part will be made at the site of the work.

Section 2.18 Subcontractors

- (1) Except for subcontractors designated by the University, or required to be named at any earlier date, pursuant to the provisions of the Information for Bidders, within thirty (30) calendar days after receipt of the notice to proceed, the Contractor must submit a written statement to the Consultant giving the name and address of all proposed subcontractors. Said statement must contain a description of the portion of the work and materials which the proposed subcontractors are to perform and furnish and any other information tending to prove that the proposed subcontractors have the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and provisions of the Contract Documents.
- (2) If the Consultant finds that the proposed subcontractors are qualified, it will so notify the Contractor within ten (10) working days after receipt of the aforesaid information. If the determination is to the contrary, however, the Consultant within such period will notify the Contractor of such determination and the latter, unless it decides to do such work itself and is qualified, in the Consultant's opinion, to do such work, must, within ten (10) working days thereafter, submit similar information with respect to other proposed subcontractors.
- (3) The Consultant's approval of a subcontractor and/or the University's designation of a subcontractor pursuant to the provisions of the Contract Documents shall not relieve the Contractor of any of its responsibilities, duties and liabilities hereunder. The Contractor shall be solely responsible to the University for the acts or defaults of such subcontractors and of such subcontractors' officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the Contractor to the extent of its subcontract.
- (4) The Contractor shall be fully responsible for the administration, integration, coordination, direction and supervision of all of its subcontractors and of all work and it shall check all space requirements of the work and coordinate and adjust the same so that conflicts in space do not occur in the work being performed by it with its own employees and with the work being performed by its subcontractors and so that all equipment, piping, wiring, etc., can be installed, where possible, in the spaces allowed for same.

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- (5) No subcontractor shall be permitted to work at the site until: (a) it has furnished satisfactory evidence to the Consultant of the insurance required by law; (b) in the case of a Project involving a federal grant, it has furnished satisfactory evidence to the Consultant of the same type and amount of liability insurance as that required of the Contractor by Section 5.06 of the Agreement; and (c) except for subcontractors designated by the University pursuant to the provisions of the Information for Bidders, it has been approved by the Consultant.
- (6) Within ten (10) working days after the Contractor receives payment from the University on account of a progress payment application for the percentage of the work done, it shall pay each of its subcontractors the sum contained in said payment for the percentage of said subcontractor's work, less the same amount retained therefrom by the University under the terms of the Contract Documents or in consequence of any legal proceedings or statutory liens, and less any amounts due the Contractor under the subcontract for work not performed or not properly or timely performed by the subcontractor. In the event any subcontractor is not paid by the Contractor, the former should immediately notify the University of such fact.
- (7) The Contractor shall execute with each of its subcontractors and shall require all subcontractors to execute with their sub-subcontractors a written agreement which shall bind the latter to the terms and provisions of this Agreement insofar as such terms and provisions are applicable to the work to be performed by such subcontractors. The Contractor shall require all subcontractors and sub-subcontractors to promptly, upon request, file with the Consultant and the University a conformed copy of such agreements, from which the price and terms of payment may be deleted.
- (8) If for sufficient reason, at any time during the progress of the work to be performed hereunder, the Consultant determines that any subcontractor or sub-subcontractor is incompetent, careless, or uncooperative, the Consultant will notify the Contractor accordingly and immediate steps will be taken by the Contractor for cancellation of such subcontract or sub-subcontract. Such termination, however, shall not give rise to any claim by the Contractor or by such subcontractor or sub-subcontractor for loss of prospective profits on work unperformed and/or work unfurnished and a provision to that effect shall be contained in all subcontracts and sub-subcontracts.
- (9) No provisions of this Agreement shall create or be construed as creating any contractual relation between the University and any subcontractor or sub-subcontractor or with any person, firm or corporation employed by, contracted with or whose services are utilized by the Contractor.

Section 2.19 Shop Drawings and Samples

- (1) The Contractor in accordance with the approved Shop Drawing, Submittal, Mockup, and Sample schedules and with such promptness and in such sequence as to cause no delay in the work, shall submit for the Consultant's approval all Shop Drawings and Samples called for under the Contract or requested by the Consultant.
- (2) Shop Drawings and mock-ups shall establish the actual detail of the work, indicate proper relation to adjoining work, amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions. Shop drawings include drawings, diagrams, schedules, product data and other information or materials specially prepared for the work by the Contractor to illustrate some portion of the work. Product data include standard illustrations, schedules, performance charts, instructions, brochures, diagrams and other information identified by the Contractor to illustrate materials or equipment for some portion of the work.
- (3) All Shop Drawings, mock-ups and samples shall be thoroughly checked by the Contractor for compliance with the Contract Documents before submitting them to the Consultant for approval and all Shop Drawings shall bear the Contractor's recommendation for approval. Any Shop Drawings submitted without this stamp of approval and certification, and Shop Drawings which, in the Consultant's opinion, are incomplete, contain numerous errors or have not been checked or only checked superficially, will be returned unchecked by the Consultant for resubmission by the Contractor. In checking Shop Drawings, the Contractor shall verify all dimensions and field conditions and shall check and coordinate the Shop Drawings of any section or trade with the requirements of all other sections or trades whose work is related thereto, as required for proper and complete installation and sequence of the work.

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- (4) Samples must be of sufficient size or number to show the quality, type, range of color, finish and texture of the material. Each Sample shall be properly labeled to show the nature of the material, trade name of manufacturer, name and location of the work where the material represented by the Sample is to be used and the name of the Contractor submitting the Sample. Transportation charges to the Consultant must be prepaid on Samples forwarded to it.
- (5) At the start of the Project, the format for submittals shall be established by the University. If an electronic method is selected for the submission and approval of submittals, the Contractor shall provide submittals in a PDF format and the Consultant will return the submittals in electronic format to the Contractor. For both hard-copy and electronic submittal formats, all submittals that require physical samples or mock-ups shall be provided in accordance with the requirements set forth in the Contract Specifications. Shop Drawings and Samples, submitted by the Contractor in accordance with the approved Shop Drawing and Sample schedule that is included in the Time Progress Schedule, will be reviewed by the Consultant within fifteen (15) working days and if satisfactory will be approved. A Shop Drawing, when approved, will be returned to the Contractor. If not satisfactory, the Drawings and Samples will be appropriately marked and returned to the Contractor for correction thereof, in which event the Contractor shall resubmit to the Consultant a corrected copy of the Shop Drawing or a new Sample, as the case may be. The Contractor shall make any correction required by the Consultant and shall appropriately note any changes or revisions on the Shop Drawing, dated to correspond with the date of the Consultant's request for the change. Upon approval of the Shop Drawing by the Consultant, the Contractor shall promptly furnish to the Consultant as many copies thereof as the Consultant may reasonably request. Should more than two (2) separate reviews of any required shop drawings or samples submitted be necessary, in the judgement of the Consultant and the University, the Contractor shall be responsible for the reasonable costs incurred by the University for such additional reviews by the Consultant.
- (6) At the time of submission of a Shop Drawing or Sample, the Contractor shall inform the Consultant and the University in writing of any deviation in the Shop Drawing or Sample from the requirements of the Contract Documents. Unless such deviation is specifically noted by the Contractor with a notation that such deviation will result in extra work for which the Contractor requests payment, the Contractor shall be deemed to have waived any claim for extra work, additional compensation or payment or an extension of time with respect to all work shown on, described in or related to the Shop Drawing or Sample.
- (7) The Consultant's approval of Shop Drawings or Samples is for design only and is not a complete check on the method of assembly, erection or construction. Approval shall in no way be construed as: (a) permitting any departure whatsoever from the Contract Documents, except where the Contractor, in accordance with the provisions of paragraph 6 of this Section, has previously notified the University and the Consultant of such departure; (b) relieving the Contractor of full responsibility for any error in quality of materials, details, dimensions, omissions or otherwise that may exist; (c) relieving the Contractor of full responsibility for adequate field connections, erection techniques, bracing or deficiencies in strength; (d) relieving the Contractor of full responsibility for satisfactory performance of all work and coordination with the work of all subcontractors and other contractors; or (e) permitting departure from additional details or instructions previously furnished by the Consultant.
- (8) No work requiring a Shop Drawing or Sample shall be commenced until a Shop Drawing or Sample is approved by the Consultant and all such work shall be: (a) in accordance with the approved Shop Drawing, provided the latter conforms in all respects to the Contract Documents or to such deviations therefrom as have been previously noted by the Contractor in accordance with the provisions of paragraph 6 of this Section; and (b) in conformance in all respects to the sample furnished to and approved by the Consultant and, unless otherwise specified, as new and of good quality.
- (9) The Contractor may be required to provide professional services that constitute the practice of architecture or engineering when specifically required by the Contract Documents for a portion of the work or the Contractor needs to provide such services in order to carry out its responsibilities for construction means, methods, techniques, sequences and procedures. When professional services are required in the Contract Documents, the Consultant will specify all performance and design criteria that such services must satisfy. The University and Consultant shall be entitled to rely on the adequacy, accuracy and completeness of the professional services, certifications, and approvals performed or provided by design professionals working for the Contractor.

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- (10) Contractor agrees that the University may deduct from any application for payment made by the Contractor, any and all Design Professional, Consultant and/or Construction Management fees and costs incurred by the University together with a markup upon such hard costs in the amount of 15% in the review or evaluation of any substitutions for methods, products or performance pursuant to this Section 2.19.

Section 2.20 Equivalents - Approved Equal

(1) Equivalents or Approvals - General

- a. The words "similar and equal to", or equal", "equivalent" and such other words of similar content and meaning shall for the purposes of this Agreement be deemed to mean similar and equivalent to one of the named products. For the purposes of subdivisions (1) and (2) of this Section and for the purposes of the Bidding Documents, the word "products" shall be deemed to include the words "articles", "materials", "items", "equipment" and "methods". Whenever in the Contract Documents one or more products are specified, the words "similar and equal to" shall be deemed inserted.
- b. Whenever any product is specified in the Contract Documents by a reference to the name, trade name, make or catalog number of any manufacturer or supplier, the intent is not to limit competition, but to establish a standard of quality which the Consultant has determined is necessary for the Project. A Contractor may at its option use any product other than that specified in the Contract Documents provided the same is approved by the Consultant in accordance with the procedures set forth in subdivision (2) of this Section. In all cases the Consultant shall be the sole judge as to whether a proposed product is to be approved and the Contractor shall have the burden of proving, at its own cost and expense, to the satisfaction of the Consultant, that the proposed product is similar and equal to the named product. In making such determination the Consultant may establish such objective and appearance criteria as it may deem proper that the proposed product must meet in order for it to be approved.
- c. Nothing in the Contract Documents shall be construed as representing, expressly or implied, that the named product is available or that there is or there is not a product similar and equal to any of the named products and the Contractor shall have and make no claim by reason of the availability or lack of availability of the named product or of a product similar and equal to any named product.
- d. The Contractor shall have and make no claim for an extension of time or for damages by reason of the time taken by the Consultant in considering a product proposed by the Contractor or by reason of the failure of the Consultant to approve a product proposed by the Contractor.
- e. Requests for approval of proposed equivalents will be received by the Consultant only from the Contractor.
- f. Approval shall in no way be construed as: (a) permitting any departure whatsoever from the Contract Documents, (b) relieving the Contractor of full responsibility for any error in quality of materials, details, dimensions, sequence of work, omissions or otherwise that may exist, (c) relieving the Contractor of full responsibility for adequate field connections, erection techniques, bracing or deficiencies in strength, (d) relieving the Contractor of full responsibility for satisfactory performance of all work to achieve a functionally complete facility or result and coordination with the work of all subcontractors and other contractors or (e) permitting departure from additional details or instructions previously furnished by the Consultant.
- g. Contractor agrees that the Contractor approves and authorizes the deduction from Contractor's applications for payment any and all costs incurred by the Construction Manager, Consultant, Design Professional or otherwise in evaluating Contractor's submissions under this Section 2.20, together with a markup upon such hard costs in the amount of 15%.

(2) Equivalents or Approvals After Bidding

- a. Any and all submissions for "or equal" products which are submitted by the Contractor after award of the Contract must be made by the Contractor within ninety (90) calendar days after the date of award. Contractor agrees that it waives and relinquishes the right, claim or privilege, if any, to submit "or equal" proposals if such are made ninety (90) calendar days after the date of award of the Contract to the Contractor.
- b. Requests for approval of proposed equivalents will be considered by the Consultant after bidding only in the

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following cases: (a) the named product cannot be obtained by the Contractor because of strikes, lockouts, bankruptcies or discontinuance of manufacture and the Contractor makes a written request to the Consultant for consideration of the proposed equivalent within ten (10) calendar days of the date it ascertains it cannot obtain the named product; or (b) the proposed equivalent is superior, in the opinion of the Consultant, to the named product; or (c) the proposed equivalent, in the opinion of the Consultant, is equal to the named product and its use is to the advantage of the University, e.g., the University receives an equitable credit, acceptable to it, as a result of the estimated cost savings to the Contractor from the use of the proposed equivalent or the University determines that the Contractor has not failed to act diligently in placing the necessary purchase orders and a savings in the time required for the completion of the construction of the Project should result from the use of the proposed equivalent.

- c. Where the Consultant pursuant to the provisions of this subdivision approves a product proposed by a Contractor and such proposed product requires a revision or redesign of any part of the work covered by this Agreement, all such revision and redesign and all new Drawings and details required therefor shall be subject to the approval of the Consultant and shall be provided by the Contractor at its own cost and expense.

Where the Consultant pursuant to the provisions of this Section approves a product proposed by a Contractor and such proposed product requires a different quantity and/or arrangement of duct work, piping, wiring, conduit or any other part of the work from that specified, detailed or indicated in the Contract Documents, the Contractor shall provide the same at its own cost and expense.

- (3) Contractor agrees that the University may deduct from any application for payment made by the Contractor any and all Design Professional, Consultant and/or Construction Management fees and costs incurred by the University, together with a markup upon such hard costs in the amount of 15%, in the consideration or evaluation of any substitutions for methods, products or performance pursuant to this Section 2.20.

Section 2.21 Patents, Trademarks and Copyrights

The Contractor acknowledges that the Contract consideration includes all royalties, license fees and costs arising from patents or trademarks in any way involved in the work; provided, however, that the Contract consideration shall not be deemed to have included therein any royalty, license fee or cost arising from a patent or trademark for a design prepared by the Consultant and neither the Contractor nor the University shall have any liability in connection therewith. Where the Contractor is required or desires to use any product, device, material or process covered by patent or trademark, the Contractor shall indemnify and save harmless the University and the State of New York from any and all claims, actions, causes of action or demands, for infringement by reason of the use of such patented product, device, material or process, and shall indemnify the University and the State of New York from any cost, liability, damage and expense, including reasonable attorneys' fees and court costs, which it may be obligated to incur or pay by reason of any claim or infringement at any time both before or after the University's final acceptance of all the work to be performed under the Contract.

Section 2.22 Possession Prior to Completion

If before the final completion of all the work it shall be deemed advisable or necessary by the University to take over, use, occupy or operate any part of the completed or partly completed work or to place or install therein equipment and furnishings, the University, upon reasonable written notice to the Contractor, shall have the right to do so and the Contractor will not in any way interfere therewith or object to the same. Such action by the University shall in no way affect the obligations of the Contractor under the terms and provisions of the Contract Documents and the Contractor acknowledges that such action by the University does not in any way evidence the completion of the work or any part thereof or in any way signify the University's acceptance of the work or any part thereof. The Contractor agrees to continue the performance of all work covered by the Contract in a manner which will not unreasonably interfere with such takeover, use, occupancy, operation, placement or installation.

Section 2.23 Completion and Acceptance

(1) Partial Completion

If before the final completion of all the work any portion of the permanent construction has been satisfactorily completed and the same will be immediately useful to the University, the latter may, by written notice, advise the Contractor that it accepts such portion of the work. Such action by the University shall in no way affect the obligations of the Contractor under the terms and provisions of the Contract with respect to any work not so completed and accepted. The partial completion of any portion of the Contractor's work by the University, the

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Campus or the Consultant, shall not impact the assessment of liquidated damages or actual costs for delays or disruption to the Project caused by the Contractor, its subcontractors or vendors.

(2) Substantial Completion

When all the Work covered by the Contract is substantially completed, as defined in Section 1.01, the Contractor shall give written notice thereof to the University and the Consultant. The latter will then promptly make an inspection of the work and, if they shall determine that all the work is substantially completed, they shall so advise the Contractor. Such action shall in no way affect the obligations of the Contractor under the terms and provisions of the Contract with respect to any uncompleted (including untested or deferred work), unaccepted or corrective work or in any way affect, limit or preclude the issuance by the Consultant, from time to time thereafter, of "Punch Lists", i.e., lists of uncompleted or corrective work which the Contractor is to promptly complete and/or correct. In the judgement of the University, should more than two (2) separate inspections of the Work be necessary, the Contractor agrees that the University may deduct from any application for payment made by the Contractor, any and all Design Professional, Consultant and/or Construction Management fees and costs incurred by the University together with a markup upon such hard costs in the amount of 15% for all such additional inspections.

The Contractor must fully, completely and acceptably perform all Punch List work and any other work subsequently discovered remaining to be completed or corrected, within ninety (90) calendar days of Substantial Completion or within such other timeframe stipulated by the University or Consultant. Failure to complete the Punch List within the time so designated hereunder may be deemed default on the part of the Contractor.

(3) Final Completion and Acceptance

After the completion of all the work the Contractor shall give written notice to the University and the Consultant that all the work is ready for inspection and final acceptance. The University and the Consultant shall promptly make such inspection and, if they shall determine that all the work has been satisfactorily completed, the University shall thereupon by written notice advise the Contractor that it accepts such work. In the judgement of the University, should more than two (2) separate inspections of the Work be necessary, the Contractor agrees that the University may deduct from any application for payment made by the Contractor, any and all Design Professional, Consultant and/or Construction Management fees and costs incurred by the University together with a markup upon such hard costs in the amount of 15% for all such additional inspections.

Section 2.24 Record Drawings

- (1) At the start of the Project, the format for Record Drawings shall be established by the University. Prior to acceptance by the University of all work covered by the Contract, the Contractor shall furnish to the Consultant one (1) set of current Contract Drawings on which the Contractor has recorded, using colored pencil for hard copy format or electronic editing tool in contrasting color for electronic format, in a neat and workmanlike manner, all instances where actual field construction differs from work as indicated on the Contract Drawings. These "Record". Drawings shall show the following information: (a) all significant changes in plans, sections, elevations and details, such as shifts in location of walls, doors, windows, stairs and the like made during construction; (b) all significant changes in foundations, columns, beams, openings, concrete reinforcing, lintels, concealed anchorages and "knock-out" panels made during construction; (c) final location of electric panels, final arrangement of electric circuits and any significant changes made in electrical design as a result of Change Orders, Field Orders or job conditions; (d) final location and arrangement of all mechanical equipment and major concealed plumbing, including, but not limited to, supply and circulating mains, vent stacks, sanitary and storm water drainage; (e) final location and arrangement of all underground utilities, connections to building and/or rerouting of existing utilities, including, but not limited to, sanitary, storm, heating, electric, signal, gas, water and telephone; and (f) final make and model for all significant equipment and devices listed in the specifications. The Contractor shall also provide an electronic version as determined by the Consultant.
- (2) Periodically during the work, the Consultant may request submission of a progress set of Record Drawings for review and advise the Contractor of errors or omissions, if any, that must be corrected or completed prior to final submission of the Record Drawings. Shop Drawings shall not be acceptable as Record Drawings.
- (3) The Contractor shall submit the Record Drawings to the Consultant at least fifteen (15) working days prior to the date of Substantial Completion. The Consultant will then review the Record Drawings and, if they shall determine that the Record Drawings represent the actual field construction being completed, they shall so advise the

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Contractor. If not satisfactory, the Record Drawings will be appropriately marked and returned to the Contractor for correction thereof, in which event the Contractor shall promptly correct and resubmit to the Consultant a corrected copy of the Record Drawings. Acceptance of the Record Drawings by the University is a condition precedent to the Contractor's entitlement to receive Final Payment.

Section 2.25 Guarantees

- (1) The Contractor, at the convenience of the University, shall remove, replace and/or repair at its own cost and expense any defects in workmanship, materials, ratings, capacities or characteristics occurring in or to the work covered by the Contract within one (1) year or within such longer period as may otherwise be provided in the Contract, the period of such guarantee to commence with the University's final acceptance of all work covered under the Contract or at such other date or dates as the University may specify prior to that time, and the Contractor, upon demand, shall pay for all damage to all other work resulting from such defects and all expenses necessary to remove, replace and/or repair such other work which may be damaged in removing, replacing or repairing the said defects. The obligations of the Contractor under the provisions of this paragraph or any other guarantee provisions of the Contract Documents are not limited to the monies retained by the University under the Contract.
- (2) Unless such removal, replacement and/or repair shall be performed by the Contractor within ten (10) working days after it receives written notice from the University specifying such defect, or if such defect is of such a nature that it cannot be completely removed, repaired and/or replaced within said ten (10) day period and the Contractor shall not have diligently commenced removing, repairing and/or replacing such defect within said ten (10) day period and shall not thereafter with reasonable diligence and in good faith proceed to do such work, the University may employ such other person, firm or corporation as it may choose to perform such removal, replacement and/or repair and the Contractor agrees, upon demand, to pay to the University all amounts which it expends for such work.

Section 2.26 Default of Contractor

- (1) In addition to those instances specifically referred to in other Sections hereof, the University shall have the right to declare the Contractor in default of the whole or any part of the work if:
 - a. The Contractor becomes insolvent; or if
 - b. The Contractor makes an assignment for the benefit of creditors pursuant to the statutes of the State of New York; or if
 - c. A voluntary or involuntary petition in bankruptcy is filed by or against the Contractor; or if
 - d. A receiver or receivers are appointed to take charge of the Contractor's property or affairs; or if
 - e. The Contractor fails to commence work when notified to do so by the Consultant; or if
 - f. The Contractor shall abandon the work; or if
 - g. The Contractor shall refuse to proceed with the work or extra work when and as directed by the Consultant or the University; or if
 - h. The Contractor shall without just cause reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the University, to complete the work in accordance with the approved time progress schedule, and shall fail or refuse to sufficiently increase such working force when ordered to do so by the Consultant; or if
 - i. The Contractor shall sublet, assign, transfer convey, or otherwise dispose of the Contract other than as herein specified; or if
 - j. The University shall be of the opinion that the Contractor is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the work, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

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- k. The University shall be of the opinion that the work cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the University's opinion, attributable to conditions within the Contractor's control; or if
 - l. The work is not completed within the time herein provided therefor or within the time to which the Contractor may be entitled to have such completion extended; or if
 - m. The University shall be of the opinion that the Contractor is or has been willfully or in bad faith violating any of the provisions of this Agreement;
 - n. The University shall be of the opinion that the Contractor is not or has not been executing the Contract in good faith and in accordance with its terms; or if
 - o. At any time during the period of the Agreement, insurance as required is not in effect or proof thereof is not provided to the University.
- (2) Before the University shall exercise its right to declare the Contractor in default by reason of the conditions set forth in the above items *a, b, c, d, e, f, g, h, i, j, k, l, m, n* and *o*, it shall give the Contractor three (3) working days' notice of its intention to declare the Contractor in default and unless, within such three (3) day period, the Contractor shall make arrangements, satisfactory to the University, to correct and/or eliminate the conditions set forth in the University's aforesaid notice, the Contractor may be declared in default at the expiration of such three (3) day period or at the expiration of such longer period of time as the University may determine.
- (3) The right to declare in default for any of the grounds specified or referred to shall be exercised by the University sending the Contractor a written notice setting forth the ground or grounds upon which such default is declared. Upon receipt of notice that it has been declared in default, the Contractor shall immediately discontinue all further operations under the Contract and shall immediately quit the site, leaving untouched all plant, materials, equipment, tools and supplies then on site.
- (4) The University, after declaring the Contractor in default, may then have the work completed by such means and in such manner, by contract, with or without public letting, or otherwise, as it may deem advisable, utilizing for such purpose such of the Contractor's plant, materials, equipment, tools and supplies remaining on the site, and also such subcontractors as it may deem advisable, or it may call upon the Contractor's surety at its own expense to do so.
- (5) In the event that the University declared the Contractor in default of the work or any part of the work, the Contractor, in addition to any other liability to the University hereunder or otherwise provided for or allowed by law, shall be liable to the University for any costs it incurs for additional architectural and engineering services necessary, in its opinion, because of the default and the total amount of liquidated damages from the date when the work should have been completed by the Contractor in accordance with the terms hereof to the date of actual completion of the work, both of which items shall be considered as expenses incurred by the University in completing the work and the amount of which may be charged against and deducted out of such monies as would have been payable to the Contractor or its surety if the work had been completed without a default.
- (6) If the University completes the work, the Consultant shall issue a certificate stating the expenses incurred in such completion, including the cost of re-letting. Such certificate shall be final, binding and conclusive upon the Contractor, its surety, and any person claiming under or through the Contractor, as to the amount thereof.
- (7) The expense of such completion, as so certified by the Consultant, shall be charged against and deducted out of such monies as would have been payable to the Contractor if it had completed the work; the balance of such monies, if any, subject to the other provisions of the Contract, to be paid to the Contractor without interest after such completion. Should the expense of such completion, so certified by the Consultant, exceed the total sum which would have been payable under the Contract if the same had been completed by the Contractor, any such excess shall be paid by the Contractor to the University upon demand.

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- (8) In the event the University shall determine to complete the work without calling upon the Contractor's surety to do so, the Contractor shall not be entitled, from and after the effective date of the declaration of the default, to receive any further payment under the Contract until the said work shall be wholly completed and accepted by the University.
- (9) In case the University shall declare the Contractor in default as to a part of the work only, the Contractor shall discontinue such part, shall continue performing the remainder of the work in strict conformity with the terms of the Contract, and shall in no way hinder or interfere with any other contractors or persons whom the University may engage to complete the work as to which the Contractor was declared in default.
- (10) The provisions relating to declaring the Contractor in default as to the entire work shall be equally applicable to a declaration of partial default, except that the University shall be entitled to utilize for completion of the part of the work as to which the Contractor was declared in default only such plant, materials, equipment, tools and supplies as had been previously used by the Contractor on such part.
- (11) In completing the whole or any part of the work, the Consultant and the University shall have the power to depart from, change or vary the terms and provisions of the Contract; provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variations, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the Consultant's certificate of the cost of completion, nor shall it constitute a defense to any action to recover the amount by which such certificate exceeds the amount which would have been payable to the Contractor hereunder but for its default.
- (12) The provisions of this Section shall be in addition to any and all other legal or equitable remedies provided by this Agreement and otherwise applicable by law.

Section 2.27 Termination for Convenience

- (1) The performance of work under this Agreement may be terminated by the University, in whole or in part, whenever the University shall determine that such termination is in the best interest of the University. Any such termination shall be effected by a notice in writing to the Contractor specifying the date upon which such termination shall become effective and the extent to which performance of the Contract shall be terminated. Such termination shall be effective on the date and to the extent specified in said notice.
- (2) Upon receipt of a notice of termination, and-except as otherwise directed in writing by the University, the Contractor shall:
 - a. Discontinue all work and the placing of all orders for materials and facilities otherwise required for the performance thereof,
 - b. Cancel all existing orders and subcontracts to the extent such orders and subcontracts relate to the performance of work terminated by the notice of termination;
 - c. Take such action as may be necessary to secure to the University the benefits of any rights of the Contractor under orders or subcontracts which relate to the performance of work terminated by the notice of termination, including, but not limited to, the assignment to the University, in the manner and to the extent directed by the University, all the right, title and interest of the Contractor under the orders or subcontracts so terminated and cancelled. In the event of such assignment, the University shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination and cancellation of such orders and subcontracts;
 - d. Transfer title and deliver to the University, in accordance with the direction of the University, all materials, supplies, work in process, facilities, equipment, machines or tools produced as a part of or acquired by the Contractor in connection with the work terminated by said notice, and all plans, Drawings, Working Drawings, sketches, Specifications and information for use in connection therewith; provided, however, that the Contractor may retain any of the foregoing if it so elects and foregoes reimbursement therefor;
 - e. Take such action as may be necessary or as the Consultant or the University may prescribe for the protection and preservation of all property in the possession or control of the Contractor in which the University, under the provisions of the Contract, has or may acquire an interest.

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- (3) Notwithstanding the foregoing, should the notice of termination relate to only a portion of the work covered by the Contract, the Contractor will proceed with the completion of such portions of the work as are not terminated.
- (4) The University will pay and the Contractor shall accept, in full consideration for the performance and completion of the portions of the work as are not terminated, a sum calculated by determining the percentage the portions of the work not terminated bear to the total amount of the work covered by the Contract, and by multiplying the Contract consideration by such percentage - the product thereof being the amount to be paid to the Contractor. The University shall determine the amount of such consideration in accordance with the foregoing.
- (5) Upon compliance by the Contractor with the foregoing provisions of this Section and subject to deductions for payments previously made, the University, for the portions of the work terminated, shall compensate the Contractor as follows:
- a. By reimbursing the Contractor for actual expenditures made with respect to such work, including expenditures made in connection with any portion thereof which may have been completed prior to termination, as well as expenditures made after termination in completing those portions of the work covered by the Contract which the Contractor may have been required by the notice of termination to complete. The University shall determine the allowability and amount of such expenditures.
 - b. By reimbursing the Contractor for all actual expenditures made, with the prior written approval of the University or pursuant to a court judgment, in settling or discharging any outstanding contractual obligations or commitments incurred or entered into by the Contractor in good faith with respect to the Contract and resulting from the termination thereof.
 - c. By reimbursing the Contractor for all actual expenditures made after the effective date of the notice of termination resulting from or caused by the Contractor taking necessary action or action prescribed by the Consultant or the University for the protection and preservation of all property in the possession or control of the Contractor in which the University, under the provisions of the Contract, has or may acquire an interest.
 - d. By paying the Contractor a markup, which is to be calculated in the same manner as that provided for in subdivision c of paragraph (1) of Sections 4.02 and 4.05A for extra work, on the foregoing expenditures, which markup is to cover the Contractor's overhead and profit; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, said markup shall be reduced by one-third.
- (6) The sum of all amounts payable under this Section, plus the sum of all amounts previously paid by the University under the provisions of the Contract, shall not exceed the amount of the Contract consideration. In no event shall the Contractor be entitled to any payment for loss of anticipated profits on uncompleted work and the University shall not be liable for same.
- (7) Termination by the University under the provisions of this Section shall be without prejudice to any claims or rights which the University may have against the Contractor. The University may retain from the amount due to the Contractor under the provisions of this Section such monies as may be necessary to satisfy any claim which the University may have against the Contractor in connection with the Contract; provided, however, that the University's failure to retain such monies shall not be deemed a waiver of any of its rights or claims against the Contractor.
- (8) Notwithstanding the foregoing, where the Contractor and the Consultant can agree upon another method of determining the amount of the consideration to be paid to the Contractor under the provisions of this Section, such method, subject to the approval of the University, may, at the option of the University, be substituted for the method set forth above.

Article III
Time of Performance

Section 3.01 Commencement, Prosecution and Completion of Work

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- (1) The Contractor agrees that it will begin the work herein embraced upon receipt of notice to proceed, unless the University consents in writing, to begin at a different date, and that it will prosecute the same with such diligence that all work covered by the Contract shall be substantially completed and performed on or before the time specified on page one of the Agreement.
- (2) The Contractor further agrees that time is of the essence in this Agreement and that all the work shall be prosecuted in such manner and with sufficient plant and forces to complete all work timely.

Section 3.02 Time Progress Schedule

- (1) To show compliance with the requirements of Section 3.01 of the Agreement, provide and maintain a Time Progress Schedule in accordance with the General Requirements, Special Conditions, Section paragraph titled "Project Schedule". Unless otherwise accepted by the University, the Time Progress Schedule shall be strictly adhered to by the Contractor. The time for substantial completion shall be on or before the time specified on page one of the Agreement.
- (2) If through the fault of the Contractor or any subcontractor the Contractor shall fail to adhere to the time progress schedule, it must promptly adopt such other and additional means and methods of construction as will make up for the time lost and will assure completion in accordance with such schedule.
- (3) The failure of the Contractor to submit a Time Progress Schedule, the University's or the Consultant's acceptance of the Contractor's time progress schedule or lack of such acceptance, the means and/or methods of construction employed by the Contractor, including any revisions thereof, and/or its failure to revise the same shall not relieve the Contractor of its obligation to accomplish the result required by the Contract in the time specified on page one of the Agreement, nor shall the exercise of the Consultant's or the University's right to reject any portion of the work, create or give rise to any claim, action or cause of action, legal, equitable or otherwise, against the Consultant or the University.
- 4) The failure of the Contractor to submit and maintain a Time Progress Schedule in accordance with the General Requirements shall be deemed to be a waiver by the Contractor of all claims for additional compensation or damages as a result of any condition which is an alleged cause of delay in the completion of the work.

Section 3.03 Time Progress Schedule for Shop Drawings and Samples

The Contractor shall include activities for preparation and submission of all Shop Drawings, mock-ups and Samples in the Time Progress Schedule in Section 3.02.

Section 3.04 Notice of Conditions Causing Delay

- (1) Within ten (10) working days after the commencement of any condition which is causing or may cause delay in completion or require Contractor to request an extension of time, the Contractor must notify the Consultant and the University in writing of the effect, if any, of such condition upon the Time Progress Schedule, and must state why and in what respects, if any, the condition is causing or may cause such delay.
- (2) Contractor agrees that an express condition precedent to Contractor's entitlement to any extension of time on the project shall be full and complete compliance to the satisfaction of the University with the Contractor's obligations in Section 3.06, Contractor's Progress Reports. Failure to submit proper Contractor's progress reports in appropriate and timely fashion shall be deemed a waiver and relinquishment of any right, claim or privilege to obtain an extension of time for the performance of the Contractor's work.
- (3) Failure to strictly comply with this requirement may, in the discretion of the University, be deemed sufficient cause to deny any extension of time on account of delay in completion arising out of or resulting from any change, extra work, suspension, or other condition.
- (4) Except as otherwise set forth in this Section 3.04 all procedures set forth in Sections 2.02 and 2.03 of this Agreement shall be complied with by the Contractor. Furthermore, full and complete compliance with the requirements of this Article III is a condition precedent to the Contractor's entitlement to receive an extension of time.

Section 3.05 Extension of Time

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- (1) Within ten (10) working days after the commencement of any condition which is causing or may cause the Contractor to incur, require or otherwise need an extension of time, the Contractor shall notify the Consultant and the University of such condition. Full and complete compliance with this paragraph 3.05(1) is a condition precedent to the Contractor obtaining an extension of time for performance of any portion or all of its work.
- (2) An extension or extensions of time for the completion of the work may be granted by the University subject to the provisions of this Section, but only upon written application therefor by the Contractor to the University and the Consultant.
- (3) An application for an extension of time must set forth in detail the source and the nature of each alleged cause of delay in the completion of the work, the date upon which each such cause of delay began and ended and the number of days of delay attributable to each of such causes. It must be submitted prior to completion of the work.
- (4) If such an application is made, the Contractor may be entitled to an extension of time for delay in completion of the work caused solely: (a) by the acts or omissions of the University, its trustees, officers, agents or employees; or (b) by the acts or omissions of other contractors, not including subcontractors of the Contractor, on this Project; or (c) by unforeseeable supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, acts of God or the public enemy, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes).
- (5) The Contractor may, however, be entitled to an extension of time for such causes only for the number of calendar days of delay which the University may determine to be due solely to such causes, and then only if the Contractor shall have strictly complied with all of the requirements of this Section and Section 3.04. The University shall make such determination within ninety (90) calendar days after receipt of the Contractor's application for an extension of time; provided, however, said application complies with the requirements of this Section.
- (6) The Contractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the work as determined by the University, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the Contractor or of its subcontractors or material-men and would of itself (irrespective of the concurrent causes) have delayed the work, no extension of time will be allowed for the period of delay resulting from such an act, fault or omission.
- (7) The granting of an application for an extension of time for causes of delay other than those herein referred to shall be entirely within the discretion of the University.
- (8) If the Contractor shall claim to have sustained any damages by reason of delays, extraordinary or otherwise, or hindrances which it claims to be due to any action, omission, direction or order by the University or the Consultant, the Contractor shall be entitled only to an extension of time as hereinabove provided and shall not have or assert any claim or prosecute any suit, action, cause of action or proceeding against the University based upon such delays or hindrances, unless such delays or hindrances were caused by the University's bad faith or its willful, malicious, or grossly negligent conduct, or un contemplated delays, or delays so unreasonable that they constitute an intentional abandonment of the Contract by the University, or delays resulting from the University's breach of a fundamental obligation of the Contract.
- (9) The Contractor shall not be entitled to an extension of time for the performance of any or all of the Work set forth in allowances to the Contract. All allowance work shall be performed in accordance with the Contractor's schedule.

Section 3.06 Contractor's Progress Reports

After commencement of the work the Contractor shall furnish the Consultant with written monthly reports setting forth the condition and progress of the work, the percentage of each part of the work that has been finished, those parts of the work which have been completed within the scheduled time and those parts of the work which have not been finished within the scheduled time, and the general progress of the work that is being performed away from the site and the approximate date when such work will be finished and delivered to the site. Contractor agrees that compliance with this Section 3.06 is an express condition precedent to the Contractor's right, claim or entitlement to obtain an extension of

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time for the performance of the Contractor's work. Failure to comply with this Section 3.06 shall be a waiver and relinquishment of all such rights, claims and privileges to request or obtain an extension of time for the performance of Contractor's work.

Article IV
Payment

Section 4.01 Compensation to Be Paid Contractor

The University shall pay to the Contractor and the latter shall accept as full and complete payment for the performance of this Agreement, subject to additions or deductions as provided herein, the sum of identified on page one of this agreement which sum is the amount of the Contract consideration.

Section 4.02 Value of Omitted and Extra Work

(1) The amount by which the Contract consideration is to be increased or decreased by any Change Order or Field Order shall be determined by the University by one or more of the following methods:

- a. By applying the applicable price or prices set forth on the attached Schedule "I" of this Agreement or by applying a unit price agreed to by both parties. Subject to the provisions of Section 4.04, this method must be used if the Contract Documents contain applicable unit prices.
- b. By estimating the fair and reasonable cost of: (i) labor, including all wages, required wage supplements and insurance required by law (workers' compensation, social security, disability, unemployment, etc.) paid to or on behalf of foremen, workers and other employees below the rank of superintendent directly employed at the site of the Project; (ii) materials; and (iii) equipment, excluding hand tools, which, in the judgment of the University, would have been or will be employed exclusively and directly on the omitted work or extra work, as the case may be; and, in the case of extra work, where the same is performed directly by the Contractor, by adding to the total of such estimated costs a sum equal to 15 percent thereof, but, where the extra work is performed by a subcontractor, by adding a sum equal to 15 percent of said costs for the benefit of such subcontractor, and by adding, for the benefit of the Contractor (no further allowance will be made where extra work is performed by the sub-subcontractor), an additional sum equal to 10 percent of the first \$10,000 of the above-estimated costs, including the subcontractor's percentage override, plus 5 percent of the next \$90,000 of the total of said items, plus 3 percent of any sum in excess of \$100,000 of the total of said items. There is no markup on the premium portion of overtime labor. For the purposes of the aforesaid percentage overrides, the words "extra work" shall be defined as a complete item of added, modified or changed work as described in the Consultant's written instructions to the Contractor. Such "extra work" may include the work of one or more trades and/or subcontractors or sub-subcontractors and shall include all labor, materials, plant, equipment, tools and all incidentals directly and/or indirectly necessary, related, involved in or convenient to the successful completion of the extra work item. Where the Consultant's aforesaid written instructions to the Contractor involve both an increase and a reduction in similar or related work, the above percentage overrides will be applied only on the amount, if any, the cost of the increased work exceeds the cost of the reduced work.

No overhead and profit shall be retained by the Contractor on the cost of work determined by the method provided in Subparagraph (1)a.

All profit, overhead and expense of whatsoever kind and nature, other than those set forth above in items (i) through (iii), of the Contractor, its subcontractors and sub-subcontractors, are covered by the aforesaid percentage overrides and no additional payment therefor will be made by the University.

The University may make such cost estimate either before or after the extra work is completed by the Contractor.

- c. By determining the actual cost of the extra work in the same manner as in the above subdivision b except that actual costs of the Contractor shall be utilized in lieu of estimated costs. The University shall have the option to utilize this method provided it notifies the Contractor of its intent to do so prior to the time the Contractor commences performance of such extra work.
- (2) Irrespective of the method used or to be used by the University in determining the value of a Change Order or Field Order, the Contractor, within fifteen (15) working days after a request for the same, must submit to the University

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and the Consultant a detailed breakdown of the Contractor's estimate of the value of the omitted and/or extra work in a format approved by the University.

- (3) Equipment Watch Rental Rate Blue Book (published online by Intertec Penton Media, Inc.) or other published rates as approved by the University in writing, will be utilized for the equipment rental pricing. For the purposes of paragraph (1) hereof, the cost of equipment shall be determined, irrespective of the actual price for any rental or actual cost associated with such equipment as follows: take the monthly rate listed in Equipment Watch and dividing the same by 176 hours to establish an hourly rate and then multiplying such hourly rate by the actual number of hours that the equipment was used. The Contractor will submit an actual rental invoice, or acceptable quotation from a bonafide equipment rental supplier for rented equipment when equipment is not owned by the Contractor. The equipment rental supplier cannot be an "affiliate" of the Contractor, nor in any way be related to the Contractor. If submitted invoices/quotations are acceptable to the University, the Contractor will be reimbursed the actual rental cost including sales tax and appropriate mark-up. If no listing of rates for an item of equipment is contained in Equipment Watch, the University shall determine the reasonable rate of rental of the particular item of equipment by such other means as it finds appropriate. The edition Equipment Watch to be used shall be that in effect on the date of the receipt of bids for this Agreement. None of the provisions of Equipment Watch shall be deemed referred to or included in this Agreement excepting only the aforesaid monthly rates. To the cost of equipment as determined above, there is to be added the actual cost of gasoline, oil, grease and maintenance required for operation of such equipment and, in the case of equipment utilized only for extra work when, in the opinion of the Consultant, suitable equipment therefor was not available on the site, the reasonable cost of transporting said equipment to and from the site. Notwithstanding the foregoing, if the Consultant should determine that the nature or size of the equipment used by the Contractor in connection with the extra work is larger or more elaborate, as the case may be, than the size or nature of the minimum equipment determined by the Consultant to be suitable for the extra work, the cost of equipment will not be based upon the equipment used by the Contractor but instead will be based on the smallest or least elaborate equipment determined by the Consultant to have been suitable for the performance of the extra work.
- (4) Unless otherwise specifically provided for in a Change Order or Field Order, the compensation specified therein for extra work includes full payment for both the extra work covered thereby and for any damage or expense caused the Contractor by any delays to other work to be done under the Contract resulting from or on account of said extra work, and the Contractor waives all rights to any other compensation for said extra work, damage or expense.

Section 4.03 Adjustment for Bond and Insurance Premiums

Upon final acceptance of the work to be performed under this Agreement, the University may adjust the Contract consideration to reflect any changes in the cost of all required Bonds and liability and builder's risk insurance premiums which the Contractor had to pay for on all extra work and would have had to furnish and pay for on all omitted work. Unless such cost is agreed upon by the University and the Contractor, the University may calculate and determine the amount of the adjustment in the Contract consideration by estimating such costs. There is no markup on bond or insurance premium adjustment.

Section 4.04 Unit Prices

- (1) Except as otherwise provided in the second paragraph of this Section, the unit prices, set forth on the attached Schedule "I" of this Agreement, will be binding upon both the University and the Contractor in determining the value of omitted and/or extra work, and, in the case of extra work, such unit prices shall be deemed to include all profit, overhead and expenses of whatsoever kind and nature of the Contractor, its subcontractors and sub-subcontractors, and the Contractor agrees that it shall make no claim for any profit, overhead, expense or percentage override in connection therewith.
- (2) Where said Schedule "I" sets forth a unit price for added and/or deducted work, the University shall have the option, whenever it is found that the quantity of changed work varies by more than 15 percent from the quantity that is stated or that can be determined by the Contract Documents at the time of execution thereof, to accept or reject such unit price for the quantity that the changed work varies by more than 15 percent from the stated or determinable quantity. Where a quantity is not specifically stated in the Contract Documents, the University's determination of the amount of said quantity included in the Contract Documents shall determine the applicability of this paragraph. Where the University, pursuant to the foregoing provisions, exercises its aforesaid option, the amount of the increase or decrease in the Contract consideration for the quantity of work which varies by more

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than 15 percent from the stated or determinable quantity shall be determined in accordance with the provisions of Section 4.02 of the Agreement as if there was no unit price therefor set forth in said Schedule "I".

Section 4.05 Allowances

- (1) The Contractor acknowledges that the Contract consideration includes the allowances set forth on the attached Schedule "II" and "III" of this Agreement and, except for quantitative and field order allowances, it agrees to cause the work covered thereby to be done by such contractors for such sums as the University may direct. Where cash allowances are provided, the allowances shall be deemed to include the purchase of the materials and/or equipment and the delivery of same to the job site. Unless otherwise specified in the Contract Documents, cash allowances do not include the proper installation of the materials and/or equipment or the connection for final utilities thereto; the cost of said installation and/or connection having been included in the amount of the Contract consideration.
- (2) The Contractor acknowledges that the Contract consideration includes such sums for expenses and profit on account of cash allowances as it deems proper and that it shall make no claim for expenses or profit or any percentage override in addition thereto; said items having been included in the amount of the Contract consideration.
- (3) In the event any of the cash allowances listed below are either higher or lower than the cost of having the work done in accordance herewith, the Contract consideration shall be adjusted to reflect such variance, the amount of said adjustment to be the difference between the amount of the allowance and the actual cost of performing the work covered thereby.
- (4) When quantitative allowances are provided, progress payments thereof to the Contractor will be based upon the applicable unit prices set forth on the attached Schedule "I" of the Agreement, subject, however, to the provisions of paragraph (2) of Section 4.04. In the event any of said quantitative allowances are more than or less than the actual quantity of work performed, the Contract consideration shall be adjusted to reflect such variance, the amount of said adjustment to be determined in accordance with the provisions of Sections 4.02, 4.04 and 4.05A of the Agreement.

Section 4.05A Field Orders

When the Agreement contains a Field Order Allowance, the bid shall include the amount of such allowance. Said amount shall cover the cost of additional labor, materials and time for contingent activities within the scope of the Agreement as directed and described by the University in writing in a Field Order. The Field Order will include a description of the work and the method for determining the value of such work. The value of the work directed under this allowance will be determined by one or more of the provisions of Section 4.02. If the net cost(s) of all Field Orders issued are more or less than the specified amount of the allowance, the Contract sum will be adjusted by Change Order.

Section 4.06 Deductions for Unperformed and/or Uncorrected Work

- (1) Without prejudice to any other rights, remedies or claims of the University, in the event that the Contractor at any time fails or neglects to supply working forces and materials of the proper quantity and quality necessary, in the opinion of the Consultant or the University, to comply with the approved time progress schedule, or fails in any respect to prosecute the work with promptness and diligence or causes by any action or omission the stoppage or delay of or interference with the work of any other contractor having a contract with the University, or fails in the performance of any obligations and responsibilities under this Agreement, then, and in that event, the University, acting itself or through the Consultant, may, upon three (3) working days' notice to the Contractor, either itself provide or have any other contractor, including but limited to the University's Job Order Contracting Program, provide any and all labor or materials or both necessary, in its opinion, to correct any aforesaid deficiency of the Contractor, and the University will thereafter backcharge the Contractor by issuing a Change Order reducing the amount of the Contract consideration for all costs and expenses it incurs in connection with the correction of such deficiency. The Contractor agrees that the University may deduct from any application for payment made by the Contractor, any and all Design Professional, Consultant and/or Construction Management fees and costs incurred by the University together with a markup upon such hard costs in the amount of 15% for services required in connection with the correction of such deficiency(ies).
- (2) Notwithstanding any provisions in the Contract Documents to the contrary, if the University deems it inexpedient to correct work not done in accordance with the Contract or any work damaged as a result thereof, it shall notify

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the Contractor of such fact and the latter shall not remedy or correct the same. In such event, however, the amount of the Contract consideration shall be decreased by an amount, determined by the University, which is equal to the difference in value of the work as performed by the Contractor and the value of the work had it been satisfactorily performed in accordance with the Contract or which is equal to the cost of performing the corrective work, whichever shall be the higher amount.

Section 4.07 Liquidated Damages

In the event that the Contractor shall fail to substantially complete all the work within the time fixed for such completion on page one of this agreement, or within the time to which such completion may have been extended or in the event that the Contractor abandons the work and the same is not substantially completed within the aforesaid time for such completion, the Contractor must pay to the University as damages for each calendar day of delay in completing the work the amount set forth on page one of the Contractors proposal, as stated on page one of this agreement. . In view of the difficulty of accurately ascertaining the loss which the University will suffer by reason of delay in completion of the work hereunder, said sum is hereby fixed and agreed as liquidated damages which the University will suffer by reason of such delay and not as a penalty. The University may deduct and retain out of the monies which may become due hereunder to the Contractor the amount of any such liquidated damages and, in case the amount which may become due to the Contractor under the provisions of the Contract may be less than the liquidated damages suffered by the University, the Contractor shall pay the difference, upon demand, to the University.

Section 4.08 Contract Breakdown

Prior to the submission of its first application for a progress payment, the Contractor shall present to the University and the Consultant for their approval a detailed schedule showing the breakdown of the Contract consideration. The Contract Breakdown Summary shall be further broken down as required by the Consultant and the University. Such schedule must contain the amount estimated for each part of the work and quantity survey for each part of the work. It shall also list the estimated value of the Contractor's guarantee obligations under the provisions of the Contract Documents, which is hereby fixed at \$5,000 or one-half of one percent (1/2%) of the Contract award amount, whichever is the lesser sum. Such schedule shall be revised by the Contractor until the same shall be satisfactory to the University and the Consultant and shall not be changed after the University and the Consultant have approved the same. The amounts set forth in the schedule will not be considered as fixing the basis for additions to or deductions from the Contract consideration.

Section 4.09 Prompt Payment Requirements

- (1) For the purposes of Article XI-A of the State Finance Law, the campus for which the work is being performed is the University's designated payment office. Applications for payment must contain the approval of the Consultant before being submitted to the University.
- (2) Whenever the Consultant's approval of an application for payment is required under the Contract, the Consultant shall have fifteen (15) calendar days, after receipt of such application, to inspect the work before acting on the application.
- (3) Until such time that the Contract is approved by the University, the thirty (30) day period, referred to in Article XI-A of the State Finance Law for the payment of invoices without interest, shall not begin.

Section 4.10 Progress Payments

- (1) Unless otherwise provided in the Contract, progress payments will be made as the work progresses upon applications submitted by the Contractor and approved by the Consultant and the University. Payment of such approved applications shall be made by the University within thirty (30) calendar days after such approval has been given.
- (2) The University shall make progress payments to the Contractor on the basis of such approved applications, less a retained amount equal to 5 percent thereof (i.e. retainage) , plus an amount necessary, in the University's judgment, to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged, , together with any back charges and offsets which are deemed necessary or likely to be incurred by the University as a result of any failure by the Contractor to fully, completely, accurately and timely perform its work, which it shall reserve from each such payment until all of the work covered by the Contract has been completed.

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- (3) When the University and the Consultant have determined that all the work is substantially completed, or that a substantial portion of the permanent construction has been completed and accepted, the University shall make a progress payment to the Contractor, on the basis of an application submitted by the Contractor and approved by the Consultant and the University, which shall reduce the unpaid amount due to the Contractor under the terms of the Contract, including all monies retained by the University from previous progress payments to the Contractor, to an amount equal to two (2) times the cost, estimated by the Consultant, of performing, in accordance with the Contract, all uncompleted, unaccepted and corrective work, plus an amount necessary, in the University's judgment, to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. As the remaining items of work are satisfactorily completed or corrected, the University shall make progress payments to the Contractor, on the basis of applications submitted by the Contractor and approved by the University and the Consultant, covering said items of work less an amount necessary, in the University's judgment, to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged.

Section 4.11 Applications for Progress Payments

The Contractor shall prepare all applications for progress payments for work performed, together with supporting data and computations as are deemed necessary by the Consultant to determine the accuracy of the application. The application for payment and all required supporting documentation shall be submitted using the University's prescribed forms. The Contractor shall include with such applications reports detailing actual payments to minority and women-owned businesses who participate on University projects. Failure of the Contractor to submit applications for progress payments, or lack of complete and accurate supporting data, shall be sufficient reason for withholding payment until such omissions or errors are rectified. Unless otherwise directed, such applications, signed and certified as correct by the Contractor, shall be delivered by the Contractor to the Consultant once each month showing the total value of work completed and in place on the last day of the payment period covered by the application.

Section 4.12 Progress Payments for Materials Delivered to Site

- (1) Progress payments made in accordance with Section 4.10 shall include a payment for materials and equipment to be furnished and installed under the Contract, after such materials and equipment have been delivered and accepted at the site of the work.
- (2) Materials and equipment for which such progress payment has been made shall not be removed from the site, shall be stored until incorporated into the work in a location approved by the Consultant and shall be adequately protected from fire, theft and vandalism, the effects of the elements and any other damage whatsoever, and shall at all times be available for inspection by the Consultant and the University.

Section 4.13 Transfer of Title to Materials Delivered to Site

Title to all supplies and materials to be furnished or provided by the Contractor to the University pursuant to the provisions of the Contract Documents shall immediately vest in and become the sole property of the University upon delivery of such supplies and materials to the site. Notwithstanding such transfer of title, the Contractor shall have the full continuing responsibility to install such materials and supplies, protect them, maintain them in proper condition and forthwith repair, replace and make good any damage thereto without cost to the University until such time as the work covered by the Contract is fully accepted by the University. Such transfer of title shall in no way affect any of the Contractor's obligations under the Contract. In the event that, after title has passed to the University, any of such supplies and materials are rejected as being defective or otherwise unsatisfactory, title to all such supplies and materials shall be deemed to have been transferred back to the Contractor.

Section 4.14 Progress Payments for Materials Stored Off Site

- (1) Progress payments made in accordance with Section 4.10 shall include a payment for materials and equipment which are in short and/or critical supply or have been specially fabricated for the Project. Materials and equipment, for which a progress payment is made pursuant to the preceding sentence, shall be stored by the Contractor, after fabrication, until such time as their delivery to the site is required, at a facility and location approved by the Consultant; shall be adequately protected from fire, theft and vandalism, the effects of the elements and any other damage whatsoever; and shall at all times be available for inspection by the Consultant and the University. No progress payment shall, however, be made for said materials and equipment until:
- a. The Contractor furnishes to the University a bill of sale listing quantity and costs of said materials and equipment f.o.b. point of origin;

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- b. The Consultant shall have inspected said materials and equipment and recommended payment therefor; and
 - c. The Contractor furnishes to the University a builder's risk insurance policy, with the broad form extended coverage endorsement, for said materials and equipment, in an amount equal to 100 percent of the value thereof, which policy shall be maintained, at the sole cost and expense of the Contractor, until said materials and equipment have been incorporated into the Project. The said insurance policy shall contain a provision that the loss, if any, is to be made adjustable with and payable to the University as trustee for the insured, i.e., the University and the Contractor, and a provision that it shall not be changed or cancelled and that it will be automatically renewed upon expiration and continued in force unless the University is given thirty (30) calendar days written notice to the contrary.
 - d. The Contractor shall develop and provide a preventive maintenance log for stored equipment when determined appropriate by the Consultant. The Contractor shall provide timely notification and opportunity for the Consultant and the University to view the Contractor's preventative maintenance efforts.
- (2) Materials and equipment for which a progress payment has been made by the University pursuant to this Section shall be, become and remain the sole property of the University; provided, however, that the Contractor shall have the full continuing responsibility to install such materials and equipment, to deliver it to the site, to protect it, to maintain it in proper condition and to forthwith repair, replace and make good any damage thereto without cost and/or additional time to the University until such time as the work covered by the Contract is fully accepted by the University. Such transfer of title shall in no way affect any of the Contractor's obligations under the Contract.

Section 4.15 Withholding of Progress Payments

Notwithstanding anything contained in the Contract to the contrary, the University may withhold payment of all or any part of a progress, final or guarantee payment, in such an amount as it may deem proper to enforce the provisions of the Contract and to satisfy the claims of third parties, when:

- a. The University shall learn of any claim, of whatsoever nature or kind, against the University or the Contractor, which in any way arises or is alleged to arise out of or as a result of or in connection with the performance by the Contractor of the work covered by the Contract or out of or in connection with the Contractor's operations or performance at or in the vicinity of the construction site, that, in the opinion of the University, may not be adequately covered by insurance.

If an action on such claim is timely commenced and the liability of the University and/or the Contractor shall have been established therein by a final judgment of a court of competent jurisdiction, or if such claim shall have been admitted by the Contractor to be valid, the University shall pay such judgment or admitted claim out of the monies retained by it under the provisions of the Contract and return the balance, if any, without interest, to the Contractor.

The University may withhold from the Contractor any payments retained by it until such time as all such claims are either satisfied or barred by law from being presented. At such time the University, upon written demand by the Contractor, shall return to the Contractor the amount so withheld, without interest.

- b. The Contractor has not complied with any lawful or proper direction of the Consultant or the University or their representatives concerning the work covered by the Contract or the performance of the Contract or the production of records as required under the provisions of the Contract.
- c. There exists any of the conditions, listed in Section 2.26, which would allow the University to declare the Contractor in default of the whole or any part of the work.
- d. The Contractor is a foreign contractor and has not furnished satisfactory proof that all taxes due by such Contractor under the provisions of the Tax Law have been paid. The Certificate of the New York State Tax Commission to the effect that all such taxes have been paid shall be conclusive proof of the payment of such taxes. The term "foreign contractor" as used herein means, in the case of an individual, a person who is not a resident of the State of New York; in the case of a partnership, one having one or more partners not a resident of the State; and in the case of a corporation, one not organized under the laws of the State of New York.

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- e. The Contractor, upon request of the University at any time after the initial progress payment by the University to the Contractor, fails to furnish the University with such documentary evidence that the University may deem necessary to prove to it that material and labor paid for by the University under previous applications for payment submitted have been paid for by the Contractor and that there are no outstanding claims or liens in connection therewith or fails to satisfy the University that the Contractor, with good cause, has sufficiently provided for the payment and/or satisfaction of claims for said material and labor.

Section 4.16 Lien Law

The attention of the Contractor is specifically called to the provisions of the Lien Law of the State of New York, wherein funds received by a Contractor for a public improvement are declared to constitute trust funds in the hands of such Contractor to be applied first to the payment of certain claims.

Section 4.17 Substitution of Securities for Retainage

Any time after 50 percent of all the work has been completed, the University, if the progress and performance of the work is satisfactory to it, on request of the Contractor, will allow the Contractor to withdraw up to 50 percent of the aforesaid amount retained by the University by depositing with the Comptroller of the State of New York government securities, of the type and kind specified in Section 139 of the State Finance Law, having a market value not exceeding par, at the time of deposit, equal to the amount so withdrawn. The Comptroller of the State of New York shall, from time to time, collect all interest or income on the obligations so deposited, and shall pay the same, when and as collected, to the Contractor. If the deposit be in the form of coupon bonds, the coupons as they respectively become due shall be delivered to the Contractor; provided, however, that the Contractor shall not be entitled to interest or coupons or income on any of the deposited securities, the proceeds of which have or will be used or applied by the University. In the event that the Contractor does not, in accordance with the terms and provisions of the Contract, comply with and fulfill all of its obligations and responsibilities thereunder, the Comptroller of the State of New York shall have the right to sell, assign, transfer or otherwise dispose of the aforesaid securities and the University shall have the right to use and apply all or any part of the monies obtained by the Comptroller of the State of New York from such a sale, assignment, transfer or disposition or from the collection of interest or income from said securities to the performance and fulfillment of said obligations and responsibilities. Notwithstanding the foregoing, when the University makes a payment under Section 4.10 (3) of the Agreement, it will return to the Contractor, as part of such payment, its substituted securities, and thereafter all retention of the University shall be in funds and not in substituted securities.

Section 4.18 Final Payment

Upon acceptance of all the work, except for the Contractor's guarantee obligations under Section 2.25 of the agreement and the Contractor's guarantee obligations under any provision of the Specifications, the Contractor shall prepare and submit to the University and the Consultant, for their approval, a final application for payment, which the University, within thirty (30) calendar days after its approval of same, shall pay. Such application and payment shall be in an amount equal to 100 percent of the Contract consideration excluding the Contractor's guarantee obligations, less:

- a. All previous payments by the University to the Contractor;
- b. All deductions authorized to be made by the University under the Contract; and
- c. An amount necessary, in the University's judgment, to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged.
- d. The Contractor shall not be entitled to any interest on the monies retained by the University pursuant to Subdivision c of Section 4.18 of the Agreement.

Section 4.19 Acceptance of Final Payment

- (1) The acceptance by the Contractor, or by any one claiming by or through it, of the final payment shall, except with respect to the amount retained by the University pursuant to the provisions of subdivisions b and c of Section 4.18 of the Agreement, constitute and operate as a release to the University from any and all claims of any liability for anything theretofore done or furnished for or relating to or arising out of the work covered by the Contract and for any prior act, neglect or default on the part of the University or any of its trustees, officers, agents or employees in connection therewith.

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- (2) Should the Contractor refuse to accept the final payment as tendered by the University or should the Contractor refuse to execute the final application for payment without protest and without reserving any rights or claims against the University, it shall constitute a waiver of any right to interest on the amount of the payment so tendered and/or on the amount set forth in said final application for payment.

Section 4.20 Guarantee Payment

- (1) Subject to the provisions of the second paragraph of this Section, at the expiration of one (1) year after the University has accepted all the work covered by the Contract, the Contractor shall prepare and submit to the University and the Consultant, for their approval, a guarantee application for payment, which the University, within thirty (30) calendar days after its approval of same, shall pay. Such application and payment shall be in an amount equal to the monies retained by the University for the Contractor's guarantee obligations under the Agreement, less any monies deducted by the University under this Section. The Contractor shall not be entitled to any interest on the monies retained by the University pursuant to subdivision c of Section 4.18 of the Agreement.
- (2) In the event the Contractor does not, in accordance with the terms and provisions of the Contract, complete all corrective work or comply with and fulfill its contractual obligations, the University may use and apply all or any part of the monies retained by it to have such work or obligations performed or fulfilled by a person, firm or corporation other than the Contractor. The obligations of the Contractor, under the terms and provisions of the Contract, shall not, however, be limited to the monies retained by the University pursuant to the provisions of the Contract.
- (3) No payments may be made under this agreement for work completed more than 365 calendar days after the completion date listed on page one of this agreement unless the date/duration listed on page one of this agreement, is extended in writing by the University.

Section 4.21 Acceptance of Guarantee Payment

The acceptance by the Contractor or by anyone claiming by or through it, of the guarantee payment shall constitute and operate as a release to the University from any and all claims in connection with monies retained by the University. Should the Contractor refuse to accept the guarantee payment as tendered by the University or should the Contractor refuse to execute the guarantee application for payment without protest and without reserving any rights or claims against the University, it shall constitute a waiver of any right to interest on the amount of the payment so tendered and/or on the amount set forth in said guarantee application for payment.

Section 4.22 Contractor Limited to Money Damages

Inasmuch as the Contractor can be compensated adequately by money damages for any breach of the Contract which may be committed by the University, the Contractor agrees that no default, act or omission of the University shall constitute a material breach of the Contract entitling it to cancel or rescind the same or to suspend or abandon performance thereof; and it hereby waives any and all rights and remedies to which it might otherwise be or become entitled to because of any wrongful act or omission of the University or its representatives, saving only its right to money damages.

Section 4.23 No Estoppel or Waiver

- (1) The University shall not be precluded or estopped by any inspection, acceptance, application for payment or payment, final or otherwise, issued or made under the Contract or otherwise issued or made by it, the Consultant, or any trustee, officer, agent or employee of the University, from showing at any time the true amount and character of the work performed, or from showing that any such inspection, acceptance, application for payment or payment is incorrect or was improperly issued or made; and the University shall not be precluded or estopped, notwithstanding any such inspection, acceptance, application for payment or payment, from recovering from the Contractor any damages which it may sustain by reason of any failure on its part to comply strictly with the Contract and any monies which may be paid to it or for its account in excess of those to which it is lawfully entitled.
- (2) Neither the acceptance of all or any part of the work covered by the Contract; nor any payment therefor; nor any order or application for payment issued under the Contract or otherwise issued by the University, the Consultant, or any trustee, officer, agent or employee of the University; nor any permission or direction to continue with the performance of the Contract before or after its specified completion date; nor any performance by the University

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of any of the Contractor's duties or obligations; nor any aid lent to the Contractor by the University in its performance of such duties or obligations; nor any delay or omission by the University to exercise any right or remedy accruing to it under the terms of the Contract or existing at law or in equity or by statute or otherwise; nor any other thing done or omitted to be done by the University, its trustees, officers, agents or employees; shall be deemed to be a release to the Contractor or its sureties from any obligations, liabilities or undertakings in connection with the Contract or the Performance Bond or a waiver of any provision of the Contract or of any rights or remedies to which the University may be entitled because of any breach thereof, excepting only a written instrument expressly providing for such release or waiver. No cancellation, rescission or annulment hereof, in whole or as to any part of the Contract, because of any breach hereof, shall be deemed a waiver of any money damages to which the University may be entitled because of such breach. No waiver by the University of any breach of the Contract shall be deemed to be a waiver of any other or any subsequent breach.

Section 4.24 Limitation of Actions

- (1) No action or proceeding shall be maintained by the Contractor, or anyone claiming under or through the Contractor, against the University, or its trustees, officers, agents or employees, upon any claim arising out of or based upon the Contract or any breach thereof or by reason of any act or omission or requirement of the University, or its trustees, officers, agents or employees, unless:
- a. Such action or proceeding shall be instituted in the Court of Claims in the State of New York.
 - b. The Contractor or the person claiming under or through it shall have strictly complied with all requirements relating to the giving of notices and information with respect to such claims; and shall have provided the University with an electronic version of any claims, including all required information and copies of all contractually required notices that the Contractor provided to the University and the Consultant throughout the duration of the Contract ;
 - c. Such action or proceeding by the Contractor shall be commenced within eighteen months after the date of substantial completion set by the University or its Consultant and issued in writing to the Contractor. Any action or proceeding not commenced within this time frame shall be dismissed with prejudice.
 - d. If the Contract is terminated or the Contractor declared in default by the University, such action is commenced within six (6) months after the date of such termination or declaration of default by the University.
 - e. The Parties shall use good faith efforts to amicably resolve any dispute arising under this Agreement. If the Parties are unable to amicably resolve the dispute within thirty (30) calendar days, then either Party may seek legal or equitable redress.
- (2) Notwithstanding anything in the laws of the State of New York to the contrary, the Contractor, or anyone claiming under or through the Contractor, shall not be entitled to any additional time to begin anew any other action if an action commenced within the times herein specified is dismissed or discontinued for any reason whatsoever.

Section 4.25 Electronic Payments

The Contractor shall provide complete and accurate payment applications in order to receive payment. Payment applications submitted must contain all information and supporting documentation required by the University. Payment for applications submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the University's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the Office of the State Comptroller's website at www.osc.state.ny.us/epay/index.htm; by email at epunit@osc.state.ny.us; or by telephone at 518-474-4032. The Contractor acknowledges that it will not receive payment on any invoices submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the University has expressly authorized payment by paper check as set forth above.

Article V
Protection of Rights and Property

Section 5.01 Accidents and Accident Prevention

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The Contractor shall at all times take reasonable precautions for the safety of persons engaged in the performance of the work. The Contractor shall comply fully with all applicable provisions of the laws of the State of New York and OSHA and with all valid rules and regulations thereunder. The Contractor's attention is specifically called to the applicable rules and regulations, codes and bulletins of the New York State Department of Labor.

Section 5.02 Adjoining Property

The Contractor shall be required to protect all the adjoining property and to repair or replace any such properties damaged or destroyed by it, its employees or subcontractors through, by reason of or as a result of activities under, for or related to the Contract.

Section 5.03 Emergencies

- (1) In case of an emergency which threatens loss or injury to persons or property, the Contractor will be allowed to act, without previous instructions from the Consultant or the University, in a diligent manner, to the extent required to avoid or limit such loss or injury, and it shall notify the Consultant and the University immediately thereafter of the action taken by it and of such emergency. Where the Contractor has not taken action but has notified the Consultant or the University of an emergency which threatens loss or injury to persons or property, it shall act in accordance with the instructions and/or authorization by the Consultant or the University.
- (2) In the event that the Contractor performs extra work in accordance with the preceding paragraph, it will be compensated therefor in accordance with the provisions of Section 4.02.

Section 5.04 Fire Safety

- (1) If the existing building is to be partially occupied during the course of the project, all existing exits except those shown for closure, fire walls, fire barriers and fire protection systems shall be continuously maintained in the occupied phases in compliance with the Fire Code of New York State and as required by NFPA 241 and as recommended in its Annex A, Explanatory Material, or other measures must be taken which in the opinion of the Consultant will provide equal safety. Those portions occupied by the campus must be available for their use 24 hours a day, seven days a week during the contract period unless otherwise scheduled in these documents. Comply with all applicable State and Federal codes and regulations. Prior to removal of existing fire walls, fire barriers and fire protection systems, if such removal is part of the work, install equivalent temporary fire walls, fire barriers and fire protection systems. The cost of all labor, fire watches, variances, materials, installations, maintenance and removal of such temporary fire protection systems or modifications to the existing systems are the responsibility of the Contractor. Install permanent fire walls, fire barriers and fire protection systems, if provided as part of the work, as soon as practical and as required by NFPA 241 and as recommended in its Annex A, Explanatory Material.
- (2) Solid fuel salamanders and heaters shall not be used by the Contractor or any of its subcontractors. All other salamanders used by the Contractor or any of its subcontractors shall require constant attendance of competent persons on each floor where in use.
- (3) All temporary fabric used by the Contractor or any of its subcontractors for curtains or awnings shall be either non-combustible or flame retarded so that it will not burn or propagate flame.

Section 5.05 Risks Assumed by Contractor

- (1) To the fullest extent permitted by law, the Contractor solely assumes the following distinct several risks whether they arise from acts or omissions (whether negligent or not and whether supervisory or otherwise) of the Contractor, of the University, of third persons or from any other cause, including unforeseen obstacles and difficulties which may be encountered in the prosecution of the work covered by the Contract, whether such risks are within or beyond the control of the Contractor and whether such risks involve a legal duty, primary or otherwise, imposed upon the State University Construction Fund, the Dormitory Authority of the State of New York, the State of New York or the State University of New York, excepting only risks which arise from defects in maps, plans, designs or Specifications prepared, acquired or used by the Consultant or the University, from the negligence of the University, its agents or employees or from affirmative acts of the, State University Construction Fund, the Dormitory Authority of the State of New York, the State of New York or the State University of New York or their trustees, officers, agents or employees committed with intent to cause the loss, damage and injuries herein below set forth:

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- a. The risk of loss or damage, direct or indirect, to the work covered by the Contract or to any plant, equipment, tools, materials or property furnished, used, installed or received by the University or by the Contractor or any subcontractor, material man or worker performing services or furnishing materials for the work covered hereunder. The Contractor shall bear such risk of loss or damage until the work covered by the Contract has been finally accepted by the University or until completion of removal of such plant, equipment, tools, materials or property from the construction site and the vicinity thereof, whichever event occurs last. In the event of such loss or damage, the Contractor shall forthwith repair, replace and/or make good any such loss or damage without cost to the University.
 - b. The risk of claims, just or unjust, by third persons against the Contractor, the State University Construction Fund, the Dormitory Authority of the State of New York, the State of New York, or the State University of New York on account of wrongful death, bodily injuries and property damage, direct or consequential, loss or damage of any kind whatsoever arising or alleged to arise out of or as a result of or in connection with the performance by the Contractor of the work covered by the Contract (whether actually caused by or resulting from the performance of the Contract) or out of or in connection with the Contractor's operations or presence at or in the vicinity of the construction site.
- (2) To the fullest extent permitted by law, the Contractor shall indemnify and save harmless the State University Construction Fund the Dormitory Authority of the State of New York, the State of New York and the State University of New York, their trustees, officers, agents or employees against all claims described above and for all costs and expenses incurred by them in the defense, settlement or satisfaction thereof, including attorneys' fees and court costs. If so directed, the Contractor shall at its own expense defend against such claims, in which event it shall not, without obtaining express advance permission from Counsel of the University, raise any defense involving in any way jurisdiction of the tribunal over the University, governmental nature of the University or the provisions of any statutes respecting suits against the University.
- (3) Neither the University's final acceptance of the work to be performed hereunder nor the making of any payment shall release the Contractor from its obligations under this Section. The enumeration elsewhere in the Contract of particular risks assumed by the Contractor or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

Section 5.06 Insurance Requirements

- (1) General Provisions
- a. Prior to the execution of the Agreement, the Contractor shall at its sole cost and expense, procure and furnish to the University a Certificate of Insurance and required endorsements in a form satisfactory to the University demonstrating that the Contractor has complied with the specific provisions of this Article and the Agreement, The Contractor shall maintain in force and effect at all times during the Agreement from Notice to Proceed until Final Acceptance, or as may otherwise be required by this Article and the Agreement, policies of insurance covering all operations under the Agreement whether performed by the Contractor or its subcontractors as herein set forth.
 - b. All insurance required by the Agreement shall be written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In addition, companies writing insurance intended to comply with the requirements of the Agreement shall be an admitted carrier approved by the New York State Department of Financial Services to issue insurance in the State of New York or meet such other requirements as may be acceptable to the University in its sole and exclusive discretion. If during the duration of coverage on the Agreement, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy with insurance that meets the requirements set forth herein.
- (2) Submission of Insurance
- a. **Coverage Types.** The types of insurance coverage and policy limits required from the Contractor pursuant to the Agreement are specified in Paragraph (3) Specific Coverage below and limits outlined in Schedule A attached hereto ("Schedule A").

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- b. **Policy.** Except as may be otherwise specifically provided herein or agreed to in writing by the University, policies of insurance must be maintained on an occurrence basis at all times during the Agreement from Notice to Proceed until Final Acceptance, or as may be otherwise required by this Article and the Agreement, with limits not less than those set forth in Schedule A and as required by the terms of the Agreement, or as required by law, whichever is greater. If such insurance contains an aggregate limit, it shall apply separately on a per project basis.
- c. **Certificates of Insurance.** The Contractor shall provide the University a Certificate or Certificates of Insurance, on the appropriate Certificate of Liability Insurance ACORD form, as well as the ACORD 855 NY form for liability insurance including required policy endorsements, in accordance with New York Insurance Law and submitted directly by the insurance broker or agent to the University, before commencing any work under the Agreement. The certificate C105.2 or the U26.3 (State Insurance Fund) are the only acceptable proof of coverage for Worker's Compensation. The DB120.1 is the only acceptable proof of coverage for Disability Benefits. Certificates must reference the NAIC number of the issuing company, policy number, effective dates of coverage, policy limits consistent with Schedule A and the Agreement requirements, name the Additional Insureds, and shall name the University as the Certificate Holder.
- d. **Primary Coverage.** The liability and protective policies of insurance shall provide primary and non-contributory coverage to the Additional Insureds required in Section 5.06(2)(h) below for any claim arising from the Contractor's work under the Agreement, or because of the Contractor's activities. Any other insurance maintained by the University or Additional Insureds shall be in excess of and shall not contribute to the Contractor's insurance or subcontractor's insurance, regardless of the "other insurance" clause contained in the University's or Additional Insured's policy of insurance, if any. A copy of the endorsement reflecting this requirement may be requested by the University.
- e. **Policy Renewal/Expiration.** Unless otherwise agreed to in writing by the University, all insurance policies must have a policy period of at least one year. Not less than five (5) business days prior to the expiration date or renewal date of the policy for insurance, the Contractor shall supply the University with updated replacement certificates of insurance and required endorsements. The Contractor shall give written notice to the University of any letter or notification that cancels, materially changes, or non- renews the policy and the Contractor shall require the insurance carrier(s) to copy the University on any letter or notification that cancels, materially changes, or non- renews the policy.

Unless otherwise agreed to in writing by the University, policies shall be written to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) calendar days' prior, written notice except for non-payment, in which case notice shall be provided as required by law from the insurance carrier to the University. In addition, if required by the University, the Contractor shall deliver to the University within three (3) business days of such request a copy of any or all certificates of insurance and required endorsements not previously provided.

If, at any time during the Agreement, the University determines that the insurance as required is not in effect as per the terms of the Agreement, or proof thereof is not provided to the University, or the Contractor has otherwise failed to strictly adhere to the provisions of this Article, the University may withhold further Agreement payments and shall have the option to (i) direct the Contractor to stop work with no additional cost or extension of time due on account thereof; or (ii) treat such failure as an event of default under Section 2.26 of the Agreement..

With exception of the A.M. Best rating requirements, if at any time the coverage provisions and limits of the policies of insurance required herein do not meet the provisions and limits set forth in Schedule A and the Agreement, the Contractor shall immediately cease work on the project site. Further, the Contractor will not be allowed access to the project site without providing proof of proper insurance. The Contractor shall not resume work on the project until permitted to do so by the University. Any delay or time lost as a result of the Contractor not having insurance or providing proof thereof as required by this Article and the Agreement shall not give rise to a delay claim or any other claim by the Contractor against the University. If required by the University, the Contractor shall deliver to the University within fifteen (15) business days of such request, full and complete copies of any or all policies of insurance and endorsements relating to the project that were not previously provided, certified by the insurance carrier as true and complete.

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- f. **Self-Insured Retention / Deductibles.** Certificates must disclose any Deductible, Self-Insured Retention, Aggregate Limit or any exclusion to the policy that materially changes the coverage required by the Agreement, and Deductibles or Self-Insured Retentions above \$25,000 shall be subject to approval from the University. The Contractor shall be solely responsible for all claim expenses and loss payments within the Deductible or Self-Insured Retention.
- g. **Subcontractors.** Should the Contractor engage subcontractors, the Contractor shall impose on those entities the general insurance requirements of this Article and the Agreement. Required insurance limits shall be determined commensurate with the work of the subcontractor. The Contractor shall maintain the subcontractor certificates of insurance and required endorsements on file which shall be delivered to the University within three (3) business days of such request. If required by the University, the Contractor shall deliver to the University within fifteen (15) business days of such request, full and complete copies of any or all subcontractor policies of insurance and endorsements relating to the project that were not previously provided, certified by the insurance carrier as true and complete.
- h. **Additional Insureds.** The Contractor shall cause to be included in each of the liability insurance policies coverage for on-going and completed operations naming as Additional Insureds, The People of the State of New York, the State University of New York, the Dormitory Authority of the State of New York, the Fund, other such entities as named in Schedule A, and their officers, agents, and employees ("Additional Insureds"). An Additional Insured Endorsement evidencing such coverage shall be provided to the University prior to the commencement of the Agreement. Additional Insured protection afforded must contemplate on-going and completed operations, and the additional insured protection for products/completed operations must remain in place for three years after Final Acceptance. For Contractors who have Self-Insured Retention, the Contractor shall be obligated to defend and indemnify the above-named Additional Insureds with respect to Commercial General Liability insurance and Business Automobile Liability insurance, in the same manner that the Contractor would have been required to pursuant to this Article had the Contractor obtained such insurance policies.
- i. **Waiver of Subrogation.** Unless otherwise agreed to in writing by the University, with the exception of Disability policies, all policies of insurance must be endorsed to provide that there shall be no right of subrogation against the State of New York, the State University of New York, the Dormitory Authority of the State of New York, the Fund, the Additional Insureds, and their officers, agents and employees. To the extent that any of the policies of insurance prohibit such a waiver of subrogation, the Contractor shall secure the necessary permission to make this waiver.

(3) Specific Coverage

The Contractor shall obtain and maintain in full force and effect, the following insurance with limits not less than those described in Schedule A and as required by the terms of the Agreement, or as required by law, whichever is greater:

- a. **Commercial General Liability Insurance.** A Commercial General Liability ("CGL") insurance policy with coverage that shall include, but not be limited to, coverage for bodily injury, property damage, personal/advertising injury, premises liability, independent contractors/ subcontractors, blanket contractual liability including tort liability of another assumed in contract, liability arising from all work and operations under the Agreement, defense and indemnification obligations, including those assumed under the Agreement, cross liability coverage for Additional Insureds, products/completed operations for a term no less than three years commencing upon Final Acceptance, explosion, collapse, and underground hazards, contractor means and methods, and liability resulting from Section 240 or Section 241 of the NYS Labor Law. Such policy shall be written on ISO Occurrence form CG 00 01 or a substitute form that is acceptable to the University, providing equivalent coverage.

The General Aggregate limit included in the CGL insurance shall apply separately on a per project basis at the limits set forth herein in Schedule A.

Insurance policies that remove or restrict blanket contractual liability located in the "insured contract" definition (as stated in Section V, Number 9, Item f in the ISO CGL policy) so as to limit coverage against claims that arise

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out of the work under the Agreement, or that remove or modify the “insured contract” exception to the employers liability exclusion, or that do not cover the Additional Insureds for claims involving injury to employees of the Named Insured or subcontractors, are not acceptable.

In the event any work under the Agreement involves activity on or within 50 ft. of railroad property or a railroad right-of-way or requires entrance upon a railroad property or railroad right-of-way, or requires an assignment of a Railroad employee, any exclusion for such work must be deleted. In addition, the Contractor shall otherwise fully comply with Section 5.06 (3)h below. For purposes of this paragraph, a subway is also a railroad.

- b. **Comprehensive Business Automobile Liability Insurance.** A Commercial Automobile Liability insurance policy at the limits set forth herein in Schedule A covering liability arising out of the use of any motor vehicle in connection with the Agreement, including owned, leased, hired, and non-owned vehicles bearing, or, under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear license plates. If the Agreement involves the removal of hazardous waste from the project site or otherwise transporting Hazardous Materials, pollution liability coverage for covered autos shall be provided.
- c. **Workers’ Compensation. New York State Workers’ Compensation** (including occupational disease) and Employer’s Liability insurance coverage during the life of the Agreement for the benefit of the Contractor’s and its subcontractors’ employees as are required to be covered by the New York State Workers’ Compensation Law.

In the event any of the work under the Agreement involves activity on or near a shoreline or on or near navigable waterways or when any part of the work under the Agreement is connected to water related activities, an endorsement to the Workers’ Compensation policy or the Protection & Indemnity policy providing coverage for all of the Contractor’s and its subcontractors’ employees under the Jones Act and the US Longshore and Harbor Workers’ Compensation Act will be required and shall be delivered to the University within three (3) business days of such request. A waiver of subrogation in favor of the Additional Insureds must be included on the policy. In addition, the Contractor shall otherwise fully comply with Section 5.06(3)g below.

Evidence of Workers’ Compensation and Employer’s Liability coverage must be provided to the University on forms specified by the Chairman of the New York State Workers’ Compensation Board.

- d. **Disability Benefits.** Disability coverage during the life of the Agreement for the benefit of the Contractor’s and its subcontractors’ employees as are required to be covered by the New York State Disability Benefits Law.

Evidence of New York State Disability Benefits coverage must be provided to the University on forms specified by the Chairman of the New York State Workers’ Compensation Board.

- e. **Umbrella and Excess Liability.** When the limits of the CGL, Auto, and/or Employers Liability policies procured are insufficient to meet the limits specified in Schedule A, the Contractor shall procure and maintain Commercial Umbrella and/or Excess Liability policies with limits in excess of the primary, provided, however, that the total amount of insurance coverage is at least equal to the requirements set forth above. Such policies shall follow the same form as the primary. Any insurance maintained by the University or Additional Insureds shall be considered in excess of and shall not contribute with any other insurance procured or maintained by the Contractor including primary, umbrella and excess liability regardless of the “other insurance” clause contained in either party’s policy.
- f. **Contractor’s Pollution Liability.** If the Agreement involves abatement, handling, removal, repair, replacement, enclosure, encapsulation and/or disposal of any pollutants, which includes but is not limited to, petroleum, petroleum products, Hazardous Materials or substances including asbestos, lead, mercury, PCBs, fungus and those as defined by applicable State and federal laws and regulations (collectively referred to as “Hazardous Activities”), the Contractor shall procure, or otherwise obtain through an approved subcontractor, and maintain in full force and effect throughout the term of the Agreement, from Notice to Proceed and for three years after Final Acceptance, Contractor’s Pollution Liability with limits as set forth in Schedule A, providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of

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any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the University or Additional Insureds arising from the Contractor's or its subcontractors' work under the Agreement.

In addition, in the event the Contractor or any subcontractor is engaged in Hazardous Activities related to the Agreement, the Contractor or subcontractor shall, to the fullest extent permitted by law, hold harmless and indemnify the Additional Insureds and their trustees, officers, agents or employees, for any claims or liabilities in connection with illness or sickness arising from work performed, not performed, or which should have been performed. The Contractor shall have said hold-harmless and indemnification conditions stipulated in all contracts with subcontractors.

- g. **Marine General Liability, Protection & Indemnity, Hull & Machinery, Jones Act and United States Longshore and Harbor Workers' Act Coverage.** In the event any of the work under the Agreement involves activity on or near a shoreline or on or near navigable waterways or when any part of the work under the Agreement is connected to water related activities (collectively referred to as "Marine Operations"), Marine General Liability, Protection & Indemnity and Hull and Machinery coverage is required. Hull and Machinery coverage shall be provided for the total value of the watercraft and equipment used. The Contractor shall obtain Marine General Liability and Protective and Indemnity Liability Insurance for all Marine Operations relating to the Agreement at the limits set forth herein in Schedule A. Any endorsements that eliminate or minimize coverage for claims related to the imposition of New York Labor Law are prohibited. Certificate of Liability Insurance must be provided that certifies the required coverage is in place and must be accompanied by an ACORD 855 form or its equivalent.
- h. **Railroad Protective Liability.** In the event any work under the Agreement involves activity on or within 50 ft. of railroad property or a railroad right-of-way, or requires entrance upon a railroad property or railroad right-of-way, or requires an assignment of a Railroad employee, the Contractor shall provide and maintain a Railroad Protective Liability ("RPL") Insurance Policy in the amount required by the respective railroad as set forth herein in Schedule A. For purposes of this paragraph, a subway is also a railroad.

The RPL policy must name the Railroad as the Named Insured. No Additional Insureds may be listed on the RPL policy and the definition of "physical damage to property" must be amended to mean direct and accidental loss of or damage to "all property of any Named Insured and all property in any Named Insured's care, custody or control."

Evidence of RPL must be provided to the University on a Certificate of Insurance, and a detailed Binder pending issuance of the policy, or on an ISO-RIMA or equivalent form approved by the Railroad and meet any other requirements as specified by the Railroad and/or the University."

Section 5.07 Builder's Risk

- (1) The Contractor shall procure and maintain, at its own cost and expense, until final acceptance of all work covered by this Agreement or until the Project has been turned over for use by the State University of New York, whichever event occurs earlier, a builder's risk insurance policy covering all risks, with fire, extended coverage, vandalism and malicious mischief coverage. In the event the loss occurs at an occupied facility, the policy shall permit occupancy without the consent of the insurance company. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by operation of any law, ordinance, or regulation, and property of the State held in their care, custody and/or control.
- (2) The policy shall be in an amount equal to the Project's insurable value, i.e., the Contract consideration less the cost of the Contractor's Performance and Labor and Material Bonds; the cost of trees, shrubbery, lawn grass, plants and the maintenance of the same; the cost of demolition; the cost of excavation; the cost of foundations, piers or other supports which are below the undersurface of the lowest basement floor, or where there is no basement, which are below the surface of the ground, concrete and masonry work; the cost of underground flues, pipes or wiring; the cost of earthmoving, grading and the cost of paving, roads, walks, parking lots or athletic fields; and the cost of bridges, tunnels, dams, piers, wharves, docks, retaining walls and radio and/or television towers and antennas.

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- (3) The policy may contain a provision for a \$500 deductible for each loss to a Project having an insurable value of less than \$1,500,000 and a \$1,000 deductible for each loss to a Project having an insurable value of \$1,500,000 or more.
- (4) The University, the Contractor and its subcontractors, as their interests may appear, shall be named as the parties insured under said policy.
- (5) The Contractor shall have the sole responsibility to promptly report any loss to the insurer and/or its representatives and to furnish the latter with all necessary details relating to the occurrence of the loss and the amount thereof. The University, the Contractor and all subcontractors of the Contractor waive all rights, each against the others, for damages caused by fire or other perils covered by insurance provided under the terms of this Section, except such rights as they may have to the proceeds of insurance received; provided, however, this waiver shall not apply to any manufacturer, supplier or similar agent under any guarantee or warranty.
- (6) The Contractor shall not violate or permit to be violated any condition of such policy and shall at all times satisfy the fire safety requirements of the University and the insurance company issuing the same.
- (7) The procurement and maintenance of said policy shall in no way be construed or be deemed to relieve the Contractor from any of the obligations and risks imposed upon it by this Agreement or to be a limitation on the nature or extent of such obligations and risks.
- (8) Not less than thirty calendar days prior to the expiration date or renewal date, the Contractor shall supply the University with an updated replacement certificate of insurance and endorsements. The Contractor shall advise the University of any letter or notification that cancels, materially changes, or non- renews the policy and Contractor shall require the insurance carrier(s) to copy the University on any letter or notification that cancels, materially changes, or non- renews the policy. Before the Contractor shall be entitled to have any progress payment rendered on account of the work which is to be insured pursuant to this Section, it shall furnish to the University a certificate in duplicate of the insurance herein required. Such insurance must be procured from an insurance carrier approved by the University, licensed or authorized to do business in the State of New York and rated at least "A-" by A.M. Best Company.

Section 5.08 Effect of Procurement of Insurance

Neither the procurement nor the maintenance of such insurance shall in any way affect or limit the obligations, responsibilities or liabilities of the Contractor hereunder.

Section 5.09 No Third Party Rights

Nothing in this Section or in this Agreement shall create or give to third parties, except the Dormitory Authority of the State of New York, the State of New York and the State University Construction Fund any claim or right of action against the Contractor, the Consultant, the State University of New York, the State University Construction Fund, the Dormitory Authority of the State of New York, or the State of New York and beyond such as may legally exist irrespective of this Section or this Agreement.

Article VI

Minority and Women's Business Enterprises (MWBEs) / Equal Employment Opportunity (EEO) Provisions

The University is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

The requirements for the MWBE and EEO programs are set forth in "Exhibit A-1" which is attached hereto and made a part hereof, and shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein and, in the event any such provision is not inserted or is not correctly inserted, then, upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

Article VII

Provisions Required by Law

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Section 7.01 Provisions Deemed Inserted

Each and every provision required by law to be inserted in the Contract, including, but not limited to, the applicable provisions set forth in Exhibit "A" which is attached hereto and made a part hereof, shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein and, in the event any such provision is not inserted or is not correctly inserted, then, upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

Section 7.02 Wage Rates

The Contractor shall post the appropriate prevailing wage schedules in a conspicuous place at the construction site. The Department of Labor shall provide the Contractor with posters relating to prevailing wage rates and same shall be displayed by the Contractor in a conspicuous place at the construction site. The Contractor shall also distribute wallet cards, to be provided by the Department of Labor, to all workers engaged at the construction site containing information relating to wage rates and telephone numbers to call if a worker believes his or her rights are being violated. The Contractor shall provide each worker with a written notice, informing them of the applicable prevailing wage requirements, and the Contractor must obtain a signed statement or declaration from such worker attesting to the fact that he or she has been given this information. Further, the Contractor is required to keep certified copies of its payrolls at the construction site.

Section 7.03 Governing Law

This Agreement shall be governed, construed and enforced in accordance with the laws of New York State, excluding New York State's choice of law principles, in a court of competent jurisdiction, and all claims relating to or arising out of this Agreement or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of New York State, excluding the New York choice of law principles, in a court of competent jurisdiction. Consultant agrees to submit itself to such courts' jurisdiction.

Article VIII
Vendor Responsibility

- (1) The Contractor shall at all times during the Agreement term remain responsible. The Contractor shall provide the University with written notice as required by this Article of any issues impacting its responsibility, which shall minimally include updated responses to the it's filed vendor responsibility questionnaire. The Contractor agrees, if requested by the University, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance and organizational and financial capacity.
- (2) The University, at its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when the University discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Agreement activity may resume at such time as the University issues a written notice authorizing a resumption of performance under the Agreement.
- (3) Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate University officials or staff, the Contractor may be terminated by the University at the Contractor's expense where the Contractor is determined by the University to be non-responsible. In such event, the University may complete the contractual requirements in any manner that the University may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall termination of the Contract by the University be deemed a breach by the University thereof, nor shall the University be liable for any damages or lost profits or otherwise, which may be sustained by Contractor as a result of such termination.

Article IX
Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

Article 17-B of New York State Executive Law acknowledges that Service-Disabled Veteran-Owned Businesses

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(SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, the Contractor for the Project and Work defined in this Agreement, agrees to, at no additional cost to the University, fully comply and cooperate with the University's implementation of New York State Executive Law Article 17-B and provide opportunities for SDVOBs in the fulfillment of the requirements of this Agreement. SDVOBs can be readily identified on the directory of certified businesses at: http://www.ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf.

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In accordance with the Chapter 17 of the Laws of 2023 certain University contracts are subject to review by the Office of the State Comptroller. As such a contract, the State shall have no liability under this Agreement and this Agreement is not valid, effective, or binding until it has been approved by the Office of the State Comptroller and filed in their office.

This Agreement may be amended only upon the mutual written consent of the Parties, and with the approval of the New York Attorney General and the Office of the State Comptroller if such approval is required.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Agency Certification:

In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

Contract Number: *Insert Contract Number*

Insert Contractor Name

STATE UNIVERSITY OF NEW YORK

Sign: _____ Date: _____

Sign: _____ Date: _____

Print: _____

Print: _____

Title: _____

Title: _____

APPROVED BY ATTORNEY GENERAL:

**APPROVED BY OFFICE OF THE STATE
COMPTROLLER:**

_____ Date: _____

_____ Date: _____

By:

By:

ACKNOWLEDGMENTS

(ACKNOWLEDGMENT BY AN INDIVIDUAL)

Public

Notary

Public

Notary

Notary Public

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Schedule I, II, III

SCHEDULE I

Unit Prices

Refer to Section 4.04 of the Agreement for additional information.

<u>Work or Material Description</u>	<u>Amount in Words</u>	<u>Amount in Figures</u>

“none”

SCHEDULE II Allowance(s)

Refer to Section 4.05 of the Agreement for additional information. The amount(s) indicated below shall be included in the Total Bid amount and their total indicated on the Proposal in the space provided.

<u>Work or Material Description</u>	<u>Amount in Words</u>	<u>Amount in Figures</u>
Include in the Base Bid in the amount of eight thousand dollars (\$8,000.00) for the use of online project communication software service as provided by Submittal Exchange, 5500 Westown Parkway, Suite 180 West Des Moines Iowa, 50266	Eight thousand dollars	\$8,000.00
Include in the Base Bid in the amount of ten thousand dollars (\$10,000.00) for the purpose of relocating existing utility pathways, including mechanical, electrical, and data, to create clearance for new utility pathways.	Ten thousand dollars	\$10,000.00

SCHEDULE III Field Order Allowance

Refer to Section 4.05A of the Agreement for additional information. The amount indicated below shall be included in the Total Bid amount and indicated on the Proposal in the space provided

One hundred fifty-three thousand six hundred dollars	\$153,600.00

State University of New York
Construction Agreement

Schedule A
Insurance Requirements

Contract Number:

All certificate(s) of insurance/ACORD Form must be submitted pursuant to Contract Article 5.06 and include the following information:

- For each insurance certificate, the name and NAIC number of issuing company, number of policy, with effective dates and deductibles, if applicable
- Policy limits consistent with the requirements listed below
- Certificate must disclose that the policies are on a primary and non-contributory basis
- The contract/project number assigned by the University
- Admitted Carriers must meet the following criteria: (1) AM Best Company rating of A- or greater, (2) financial score of VII or greater

Insurance Type	Per Occurrence	Per Aggregate	Forms
Workers Compensation	As required by NYS		Form C105.2 (Certificate of NYS Workers' Compensation Coverage) or the U-26.3 (State Insurance Fund Certificate)
Disability	As required by NYS		Form DB120.1 (Certificate of Insurance Coverage under the NYS Disability Benefits Law)
Commercial General Liability	\$2,000,000	\$2,000,000	ACORD 25 Certificate of Liability Insurance; and ACORD 855 Certificate of Liability Addendum
Automobile	\$1,000,000, combined single limit		ACORD 25 Certificate of Liability Insurance
Contractor's (or Subcontractor's) Pollution Liability	\$2,000,000	\$2,000,000	ACORD 25 Certificate of Liability Insurance
Builders Risk	Policy shall match the total contract value, or where appropriate - the value determined using the Builder Risk Insurance Breakdown		ACORD 25 Certificate of Liability Insurance

Specific contract requirements for insurance may be found in section 5.06 of the Construction Agreement.

Additional Insureds for each liability insurance policy, including coverage for on-going and completed operations:

- The People of the State of New York
- The State University of New York
- The Dormitory Authority of the State of New York
- The State University Construction Fund
- The Campus
- If applicable, Construction Manager
- If applicable, Railroad
- The officers, agents, and employees of those listed above
- If applicable, non-state landowner impacted by this work

Such policy shall be written on ISO Occurrence form CG 00 01 or a substitute form that is acceptable to the University, providing equivalent coverage.

Guidance to Submit Insurance Certificates

- Certificates must be signed
- Acord forms must be emailed directly by the agent or carrier
- Email certificates and other insurance related correspondence to jferraro@binghamton.edu
- Include in the subject line the campus and contract number
- Please do not mail additional copies

State University of New York

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

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

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

3. **COMPTROLLER'S APPROVAL.** (a) In accordance with Section 112 of the State Finance Law, the State Comptroller's approval is required for the following contracts: (i) goods, services, construction, and construction-related services for State University hospital or healthcare facilities which exceed \$150,000; (ii) purchases utilizing an Office of General Services (OGS) centralized contract which exceed \$200,000 (iii) goods, services, construction, and construction-related services not described in (i) or (ii) and which exceed \$75,000;

(b) If this contract exceeds the threshold amounts listed above in Paragraph 3(a), or, if this is an amendment for any amount to a contract which, as so amended, exceeds said threshold amounts, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State, and the State shall bear no liability, until it has been approved by the State Comptroller and filed in his or her office.

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

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation

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

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of competitive bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to SUNY a non-collusive bidding certification on Contractor's behalf.

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

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

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

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

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

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

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this

contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. SUNY shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, SUNY shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992.

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

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

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

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

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

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))

require that they be denied contracts which they would otherwise obtain.
NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

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

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal or similar services, then in accordance with Section 163(4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to SUNY, the Department of Civil Service and the State Comptroller.

24. PURCHASES OF APPAREL AND SPORTS EQUIPMENT. In accordance with State Finance Law Section 165(7), SUNY may determine that a bidder on a contract for the purchase of apparel or sports equipment is not a responsible bidder as defined in State Finance Law Section 163 based on (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including employee compensation, working conditions, employee rights to form unions and the use of child labor; or (b) bidder's failure to provide information sufficient for SUNY to determine the labor conditions applicable to the manufacture of the apparel or sports equipment.

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

26. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this contract is a contract as defined by Tax Law § 5-a, if the Contractor fails to make the certification required by Tax Law § 5-a or if

during the term of the contract, the Department of Taxation and Finance or SUNY discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the contract, if SUNY determines that such action is in the best interests of the State.

27. IRAN DIVESTMENT ACT. By entering into this contract, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/iran-divestment-act-2012>.

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

During the term of the contract, should SUNY receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, SUNY will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then SUNY shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

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

THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A HOSPITAL OR OTHER HEALTH SERVICE FACILITY IS A PARTY

29. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care service rendered by the hospital or other health service facility.

30. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.

31. **Hospital Retained Authority:** The Hospital retains direct, independent authority over the appointment and/or dismissal, in its sole discretion, of the facility's management level employees (including but not limited to, the Facility/Service Administrator/Director, the Medical Director, the Director of Nursing, the Chief Executive Officer, the Chief Financial Officer and the Chief Operating Officer) and all licensed or certified health care staff. The Hospital retains the right to adopt and approve, at its sole discretion, the facility's operating and capital budgets. The Hospital retains independent control over and physical possession of the facility's books and records. The Hospital retains independent control over and physical possession of the facility's operating policies and procedures. The Hospital retains full authority and responsibility for, and control over, the operations and management of the facility. The Hospital retains the right and authority to independently adopt, approve and enforce, in its sole discretion, policies affecting the facility's delivery of health care services. The Hospital retains the right to independently adopt, approve and enforce, at its sole discretion, the disposition of assets and authority to incur debts. The Hospital retains the right to approve, at its sole discretion, contracts for administrative services, management and/or clinical services. The Hospital retains the right to approve, at its sole discretion, any facility debt. The Hospital retains the right to approve, at its sole discretion, settlements of administrative proceeding or litigation to which the facility is a party. No powers specifically reserved to the Hospital may be delegated to, or shared by, the Contractor or any other person. In addition, if there is any disagreement between the parties to this Agreement regarding control between the Hospital and the Contractor, the terms of this Section shall control.

1. DEFINITIONS. The following terms shall be defined in accordance with Section 310 of the Executive Law:

STATE CONTRACT herein referred to as "State Contract", shall mean: (a) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000.00), whereby the State University of New York ("University") is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or a combination of the foregoing, to be performed for, or rendered or furnished to the University; (b) a written agreement in excess of one hundred thousand dollars (\$100,000.00) whereby the University is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; (c) and (d) a written agreement in excess of one hundred thousand dollars (\$100,000.00) whereby the University as an owner of a state assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project.

SUBCONTRACT herein referred to as "Subcontract", shall mean any agreement for a total expenditure in excess of \$25,000 providing for services, including non-staffing expenditures, supplies or materials of any kind between a State agency and a prime contractor, in which a portion of the prime contractor's obligation under the State contract is undertaken or assumed by a business enterprise not controlled by the prime contractor.

WOMEN-OWNED BUSINESS ENTERPRISE herein referred to as "WBE", shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (a) at least fifty-one percent (51%) owned by one or more United States citizens or permanent resident aliens who are women; (b) an enterprise in which the ownership interest of such women is real, substantial and continuing; (c) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; (d) an enterprise authorized to do business in this state and independently owned and operated; (e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed fifteen million dollars (\$15,000,000), as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and (f) an enterprise that is a small business pursuant to subdivision twenty of this section.

A firm owned by a minority group member who is also a woman may be certified as a minority-owned business enterprise, a women-owned business enterprise, or both, and may be counted towards either a minority-owned business enterprise goal or a women-owned business enterprise goal, in regard to any Contract or any goal, set by an agency or authority, but such participation may not be counted towards both such goals. Such an enterprise's participation in a Contract may not be divided between the minority-owned business enterprise goal and the women-owned business enterprise goal.

MINORITY-OWNED BUSINESS ENTERPRISE herein referred to as

"MBE", shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (a) at least fifty-one percent (51%) owned by one or more minority group members; (b) an enterprise in which such minority ownership is real, substantial and continuing; (c) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; (d) an enterprise authorized to do business in this state and independently owned and operated; (e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed fifteen million dollars (\$15,000,000.00), as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and (f) an enterprise that is a small business pursuant to subdivision twenty of this section.

MINORITY GROUP MEMBER shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America. (d) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian Subcontinent or Pacific Islands.

CERTIFIED ENTERPRISE OR BUSINESS shall mean a business verified as a minority or women-owned business enterprise pursuant to section 314 of the Executive Law. A business enterprise which has been

approved by the New York Division of Minority & Women Business Development ("DMWBD") for minority or women-owned enterprise status subsequent to verification that the business enterprise is owned, operated, and controlled by minority group members or women, and that also meets the financial requirements set forth in the regulations.

2. TERMS. The parties to the attached State Contract agree to be bound by the following provisions which are made a part hereof (the word "Contractor" herein refers to any party other than the University:

1(a) Contractor and its Subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(b) Prior to the award of a State Contract, the Contractor shall submit an equal employment opportunity (EEO) policy statement to the University within the time frame established by the University.

(c) As part of the Contractor's EEO policy statement, the Contractor, as a precondition to entering into a valid and binding State Contract, shall agree to the following in the performance of the State Contract: (i) The Contractor will not discriminate against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State Contracts; (ii) The Contractor shall state in all solicitations or

advertisements for employees that, in the performance of the State Contract, all qualified applicants will be afforded equal employment opportunities without discrimination; (iii) At the request of the University the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(d) Form 108 - Staffing Plan To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

(e) Form 112 - Workforce Employment Utilization Report ("Workforce Report")

(i) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to SUNY of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

(ii) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.

(iii) In limited instances, Contractor may not be able to separate out the

workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

(f) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(g) The Contractor shall include the provisions of this section in every Subcontract in such a manner that the requirements of the provisions will be binding upon each Subcontractor as to work in connection with the State Contract, including the requirement that Subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and, when requested, provide to the Contractor information on the ethnic background, gender, and Federal occupational categories of the

employees to be utilized on the State Contract.

(h) To ensure compliance with the requirements of this paragraph, the University shall inquire of a Contractor whether the work force to be utilized in the performance of the State Contract can be separated out from the Contractor's and/or Subcontractors' total work force and where the work of the State Contract is to be performed. For Contractors who are unable to separate the portion of their work force which will be utilized for the performance of this State Contract, Contractor shall provide reports describing its entire work force by the specified ethnic background, gender, and Federal Occupational Categories, or other appropriate categories which the agency may specify.

(i) The University may require the Contractor and any Subcontractor to submit compliance reports, pursuant to the regulations relating to their operations and implementation of their affirmative action or equal employment opportunity program in effect as of the date the State Contract is executed.

(j) If a Contractor or Subcontractor does not have an existing affirmative action program, the University may provide to the Contractor or Subcontractor a model plan of an affirmative action program. Upon request, the Director of DMWBD shall provide a contracting agency with a model plan of an affirmative action program.

(k) Upon request, DMWBD shall provide the University with information on specific recruitment sources for minority group members and woman, and contracting agencies shall make such information available to Contractors

3. Contractor must provide the names, addresses and federal identification numbers of certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State Contract and a description of the Contract scope of work which the Contractor intends to structure to

increase the participation by Certified minority- and/or women-owned business enterprises on the State Contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State Contract which the Contractor intends to be performed by a certified minority- or woman-owned business enterprise. In the event the Contractor responding to University solicitation is joint venture, teaming agreement, or other similar arrangement that includes a minority- and women owned business enterprise, the Contractor must submit for review and approval: i. the name, address, telephone number and federal identification of each partner or party to the agreement; ii. the federal identification number of the joint venture or entity established to respond to the solicitation, if applicable; iii. A copy of the joint venture, teaming or other similar arrangement which describes the percentage of interest owned by each party to the agreement and the value added by each party; iv. A copy of the mentor-protégé agreement between the parties, if applicable, and if not described in the joint venture, teaming agreement, or other similar arrangement.

4. PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN. The University shall determine whether Contractor has made conscientious and active efforts to employ and utilize minority group members and women to perform this State Contract based upon an analysis of the following factors:

(a) Whether Contractor established and maintained a current list of recruitment sources for minority group members and women, and whether Contractor provided written notification to such recruitment sources that contractor had employment opportunities at the time such opportunities became available.

(b) Whether Contractor sent letters to recruiting sources, labor unions, or authorized representatives of workers with which contractor has

a collective bargaining or other agreement or understanding requesting assistance in locating minority group members and women for employment.

(c) Whether Contractor disseminated its EEO policy by including it in any advertising in the news media, and in particular, in minority and women news media.

(d) Whether Contractor has attempted to provide information concerning its EEO policy to Subcontractors with which it does business or had anticipated doing business.

(e) Whether internal procedures exist for, at a minimum, annual dissemination of the EEO policy to employees, specifically to employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions. Such dissemination may occur through distribution of employee policy manuals and handbooks, annual reports, staff meetings and public postings.

(f) Whether Contractor encourages and utilizes minority group members and women employees to assist in recruiting other employees.

(g) Whether Contractor has apprentice training programs approved by the N.Y.S. Department of Labor which provides for training and hiring of minority group members and women.

(h) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the Contractor.

5. PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES. Based upon an analysis of the following factors, the University shall determine whether Contractor has made good faith efforts to provide for meaningful participation by minority-owned and women-owned business enterprises which have been certified by DMWBD:

(a) Whether Contractor has actively solicited bids for Subcontracts from qualified

M/WBEs, including those firms listed on the Directory of Certified Minority and Women-Owned Business Enterprises, and has documented its good faith efforts towards meeting minority and women owned business enterprise utilization plans by providing, copies of solicitations, copies of any advertisements for participation by certified minority- and women-owned business enterprises timely published in appropriate general circulation, trade and minority- or women-oriented publications, together with the listing(s) and date(s) of the publications of such advertisements; dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the University, with certified minority- and women-owned business enterprises, and the reasons why any such firm was not selected to participate on the project.

(b) Whether Contractor has attempted to make project plans and specifications available to firms who are not members of associations with plan rooms and reduce fees for firms who are disadvantaged.

(c) Whether Contractor has utilized the services of organizations which provide technical assistance in connection with M/WBE participation.

(d) Whether Contractor has structured its Subcontracts so that opportunities exist to complete smaller portions of work.

(e) Whether Contractor has encouraged the formation of joint ventures, partnerships, or other similar arrangements among Subcontractors.

(f) Whether Contractor has requested the services of the Department of Economic Development (DED) to assist Subcontractors' efforts to satisfy bonding requirement.

(g) Whether Contractor has made progress payments promptly to its Subcontractors.

(h) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the Contractor. It shall be the responsibility of Contractor to

ensure compliance by every Subcontractor with these provisions.

6. MWBE Utilization Plan.

(a) The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan prior to the execution of the contract.

(b) MWBE Utilization Plan (Form 7557-107).

Contractors are required to submit a Utilization Plan on Form 7557-107 with their bid or proposal. Complete the following steps to prepare the Utilization Plan:

- i. list NYS Certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State contract;
- ii. insert a description of the contract scope of work which the Contractor intends to structure to increase the participation by NYS Certified minority- and women-owned enterprises on the State contract;
- iii. insert the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State contract which the Contractor intends to be performed by a NYS Certified minority- or women-owned business; and

(c) Any modifications or changes to the agreed participation by NYS Certified MWBEs after the Contract Award and during the term of the contract must be reported on a revised MWBE Utilization Plan and submitted to the SUNY University-wide MWBE Program Office.

(d) The University will review the MWBE Utilization Plan and will issue the Contractor a written notice of acceptance or deficiency within twenty (20) day of its receipt. A notice of deficiency shall include the:

- i. list NYS Certified minority- and women-owned business enterprises which the

Contractor intends to use to perform the State contract;

- ii. name of any MWBE which is not acceptable for the purpose of complying with the MWBE participation goals;

- iii. reasons why it is not an acceptable element of the Contract scope of work which the MWBE Program Office has determined can be reasonably structured by the Contractor to increase the likelihood of participation in the Contract by MWBEs; and
- iv. other information which the MWBE Program Office determines to be relevant to the MWBE Utilization Plan.

(e) The Contractor shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the University a written remedy in response to the notice of deficiency.

- i. If the written remedy that is submitted is not timely or is found to be inadequate, the University-wide MWBE Program Office shall notify the Contractor and direct the Contractor to submit, within five (5) business days, a request for partial or total waiver of MWBE participation goals on forms provided by the University-wide MWBE Program Office.

- ii. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

(f) The University may disqualify a Contractor as being non-responsive under the following circumstances:

- i. If a Contractor fails to submit a MWBE Utilization Plan;
- ii. If a Contractor fails to submit a written remedy to a notice of deficiency in a MWBE Utilization Plan;
- iii. If a Contractor fails to submit a request for waiver; or

iv. If the MWBE Program Office determines that the Contractor has failed to document Good Faith Efforts.

(g) Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.

(h) Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, SUNY shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

7. Waivers.

(a) For Waiver Requests Contractor should use (Form 7557-114) – Waiver Request.

(b) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete the University shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

(c) If University, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the University may issue a notice of deficiency to the Contractor. The contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

8. MWBE Contractor Compliance Report.

Contractor is required to submit an MWBE Contractor Compliance Report (Form 7557-112) to the University by the 5th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract. Compliance Reports for construction contracts (Form 7557-110) must be submitted on a monthly basis.

9. GOALS. (a) GOALS FOR MINORITY AND WOMEN WORK FORCE PARTICIPATION.

(i) The University shall include relevant work force availability data, which is provided by the DMWBD, in all documents which solicit bids for State Contracts and shall make efforts to assist Contractors in utilizing such data to determine expected levels of participation for minority group members and women on State Contracts.

(ii) Contractor shall exert good faith efforts to achieve such goals for minority and women's participation. To successfully achieve such goals, the employment of minority group members and women by Contractor must be substantially uniform during the entire term of this State Contract. In addition, Contractor should not participate in the transfer of employees from one employer or project to another for the sole purpose of achieving goals for minority and women's participation.

(b) GOALS FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES PARTICIPATION.

For all State Contracts in excess of \$25,000.00 whereby the University is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or an combination of the foregoing or all State Contracts in excess of \$100,000.00 whereby the University is committed to expend or does expend funds for the acquisition,

construction, demolition, replacement, major repair or renovation of real property and improvements thereon, Contractor shall exert good faith efforts to achieve a participation goal of twenty four percent (24%) for Certified Minority-Owned Business Enterprises and six percent (6%) for Certified Women-Owned Business Enterprises.

10. ENFORCEMENT. The University will be responsible for enforcement of each Contractor's compliance with these provisions. Contractor, and each Subcontractor, shall permit the University access to its books, records and accounts for the purpose of investigating and determining whether Contractor or Subcontractor is in compliance with the requirements of Article 15-A of the Executive Law. If the University determines that a Contractor or Subcontractor may not be in compliance with these provisions, the University may make every reasonable effort to resolve the issue and assist the Contractor or Subcontractor in its efforts to comply with these provisions. If the University is unable to resolve the issue of noncompliance, the University may file a complaint with the DMWBD.

Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, remedies or enforcement proceedings as allowed by the Contract.

11. DAMAGES FOR NON COMPLIANCE.

Where the University determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay

liquidated damages to the University. Such liquidated damages shall be calculated as an amount equaling the difference between:

- a. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
- b. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the University, Contractor shall pay such liquidated damages to the University within sixty (60) days after such damages are assessed, unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the

Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the University.

BID BOND

BOND NO. _____

KNOW ALL PERSONS BY THESE PRESENTS, that _____

having an office at
_____(hereinafter called the "Principal") and the
_____(hereinafter called the "Surety") are held and firmly bound unto the State University of New York (hereinafter called the University)
in the full and just sum of

_____ dollars (\$ _____)

*(in words)**(in figures)*

good and lawful money of the United States of America, or in the full and just sum of the difference between the Total Bid of the Principal and the Total Bid of the bidder submitting the next lowest bid, whichever sum shall be higher, for the payment of which said sum of money, well and truly to be made and done, the Principal binds itself, its heirs, executors, administrators, successors and assigns and the Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the University a Proposal for Project No. _____

Titled _____

which Proposal is incorporated herein by reference and made a part hereof as fully and to the same extent as if set forth at length herein;

NOW, THEREFORE, the condition of this obligation is such that in the event (1) the Principal's Total Bid is the lowest one submitted and the Principal timely provides the Post-Bid Information required under Section 8 of the Information for Bidders or (2) the University shall accept the Proposal of the Principal and the Principal shall enter into a Contract with the University in accordance with the terms of such Proposal and/or enter into certain prescribed subcontracts in accordance with the terms of such Proposal and give such Bond or Bonds as may be specified in the Bidding or Contract Documents, then this obligation shall be null and void, otherwise to remain in full force and effect.

BID BOND

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the University may accept the Proposal of the Principal and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal has hereunto set its hand and seal and caused this instrument to be signed by its

_____ on this

_____ day of _____, 20_____

Principal

By

IN WITNESS WHEREOF, the Surety has hereunto set its hand and seal and caused this instrument to be signed by its

_____ on this

_____ day of _____, 20_____

Surety

By

ACKNOWLEDGMENTS FOR BID BOND**(Acknowledgment by Principal, unless it is a Corporation)**

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

On this _____ day of _____, 20_____, before me personally came _____
_____, to me known and known to me to be the person(s) described in and who
executed the foregoing instruments and acknowledged that he / she executed the same.

Notary Public**(Acknowledgment by Principal, if a Corporation)**

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

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

Notary Public**(Acknowledgment by Surety Company)**

STATE OF)
) ss.: _____
COUNTY OF)

On this _____ day of _____, 20_____, before me personally came _____
_____, to me known, who, being by me duly sworn, did depose and say
that he / she resides in _____;
that he / she is the _____
of the _____,
the corporation described in and which executed the foregoing instruments; that he / she knows the seal of said corporation; that the
seal affixed to said instruments is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that
he / she signed their name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner
provided by the laws of the State of New York.

Notary Public

Bidder's Certifications

NY HUMAN RIGHTS LAW EXECUTIVE ORDER 177 CERTIFICATION

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Bidder Name: _____

By (signature): _____

Name: _____

Title: _____

Date: _____, 20__

Bidder's Certifications

NEW YORK STATE FINANCE LAW 139-L CERTIFICATION

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such a policy shall, at a minimum, meet the requirements of section two hundred one-g of the Labor Law.

If the Bidder cannot make the foregoing certification, such Bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the Bidder cannot make the certification.

Bidder Name: _____

By (signature): _____

Name: _____

Title: _____

Date: _____, 20__

Bidder's Certifications

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, Bidder and each person signing on behalf of 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 their knowledge and belief:

1. The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where [1], [2], [3] above have not been complied with; provided however, that if in any case the Bidder(s) cannot make the foregoing certification, the Bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefor:

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

IF BIDDER IS A SOLE PROPRIETER OR PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS	LEGAL RESIDENCE
_____	_____
_____	_____
_____	_____
_____	_____

IF BIDDER IS A CORPORATION, COMPLETE THE FOLLOWING:

NAME	LEGAL RESIDENCE
President: _____	_____
Secretary: _____	_____
Treasurer: _____	_____

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

Bidder's Certifications

Identifying Data:

Bidder	
Address	
Telephone	
Name of Responsible Corporate Officer	
Title of Responsible Corporate Officer	

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

Legal name of person, firm or corporation

By (signature): _____

Name: _____

Title: _____

Address: _____



PROSPECTIVE BIDDERS NOTICE

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE REQUIREMENTS: COMMODITY AND SERVICE CONTRACTS

To Prospective Bidders:

Consistent with the State University of New York (SUNY) 's commitment and in accordance with Article 15-A of the New York State Executive Law, contractors are required to ensure that good faith efforts are made to include meaningful participation by Minority and Women-Owned Business Enterprises (MWBE). These requirements apply to all SUNY commodity and service contracts in excess of \$25,000.

Bidders must submit MWBE documentation with all of the bids or proposals for commodities and services contracts when MWBE goals apply. The MWBE forms identified below shall be submitted by all bidders.

- a. MWBE Utilization Plan ([7557-107](#))
- b. MWBE-EEO Staffing Plan ([7557-108](#))
- c. MWBE-EEO Policy ([7557-104](#)) or the vendor/contractor's own EEO Policy Statement

If the Bidder's MWBE participation rate shown on its MWBE Utilization Plan is below 30%, the campus MWBE Program Coordinator will provide a written notice of deficiency of the Utilization Plan within twenty (20) business days of its submission to the contractor, as required under 5 NYCRR §142.4.

The notice will include but not be limited to the following:

- a. A list of NYS certified MWBEs that the contractor could potentially use within the contract scope of work;
- b. The name of any MWBE which is not acceptable for the purpose of complying with the MWBE participation goals; and
- c. Any other information which the MWBE Program Coordinator determines to be relevant to develop an approvable MWBE Utilization Plan.

The contractor shall respond to the notice of deficiency by submitting a revised MWBE Utilization Plan within seven (7) business days, as required by 5 NYCRR Part §142.6 (e) to the MWBE Program Coordinator.

If the deficiency is not corrected and the MWBE participation rate on the MWBE Utilization Plan is still below 30%, the contractor should request a waiver.

The Waiver Request Form submitted by the contractor will include, but not be limited to, the following:

- a. A request for partial or total waiver of MWBE goals as required by 5 NYCRR Part §142.6 (f) on Request for Waiver ([Form 7557-114](#)) provided by the University-wide Program Office.
- b. Copy of the deficient Utilization Plan.
- c. Work Scope of this contract. If there are subcontracting opportunities, please provide documentation d, e, and f.
- d. Screenshot of searching results for available MWBEs in [NYS M/WBE Directory](#).
- e. Copy of email messages containing the request for quote along with the responses from MWBEs.
- f. Forms recommended to obtain information on MWBE vendor solicitation efforts are:
[7557-101](#) – MWBE Contractor Solicitation Letter
[7557-102](#) – MWBE Participation Quote
[7557-103](#) – MWBE Contractor Unavailability Certification

Please submit the above documentations by mail, fax, or email:

Binghamton University
Rachel Talcott
4400 Vestal Parkway East
Binghamton, New York 13902
Fax: (607) 777-6643
Tel: (607) 777-3591
Email: rtalcott@binghamton.edu

- OR - IF APPLICABLE

Please submit the above documentation to the University-wide MWBE Program Office:

SUNY System Administration at State University Plaza,
Office of Diversity, Equity and Inclusion
University-wide MWBE Program
Albany, NY 12246
Fax: (518)-320-1548
Tel: (518)-320-1452
Email: MWBEProgram@suny.edu

Information regarding this legislation may be found at: [Participation by Minority Group Members and Women \(MWBEs\) with Respect to State University of New York Contracts](#) on the [State University of New York](#) web site.

STATE UNIVERSITY OF NEW YORK MWBE UTILIZATION PLAN INSTRUCTIONS [FOR ALL CONTRACT TYPES]

A letter of explanation and documentation of efforts should accompany any MBE/WBE Utilization Plan that falls short of the stated goals. Without an approved MBE/WBE Utilization Plan, SUNY's Notice of Award and Contract may be withheld.

If you have questions or need assistance related to the SUNY's Minority and Women's Business requirements call the University-wide MWBE Program Office at 518-320-1189 or email MWBEprogram@suny.edu.

1. The three low bidding contractors ("Contractor") are required to submit a Utilization Plan (107) to the MWBE Program Coordinator within seven (7) calendar days after the opening of bids for construction contracts exceeding \$100,000.
2. The MWBE Program Coordinator is required to submit the mandatory MWBE documentation to the University-wide MWBE Program Office web based contract management system for commodity, service and construction related consultant service contracts exceeding \$25,000 and for construction projects exceeding \$100,000 upon contract execution.
3. The MBE and WBE goals are separate and not to be treated as one combined goal.
4. The MBE and WBE firms included are businesses the bidder *seriously expects* to include in the project activity.
5. The contractor reasonably commits to the dollar values included in the plan for participation by MBE and WBE subcontractors and suppliers.
6. MBE and WBE firms **must be certified** by the New York State Department of Economic Development, Division of Minority and Women Business Development. A directory of certified minority and women-owned business enterprises is available on the internet at <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>.
7. Contractors utilizing MWBE firms for supplies/materials/equipment whose NYS certification profile designates them as Broker will receive an MWBE utilization credit for the actual monetary value of the broker fees or the actual markup percentage of the items brokered.
8. MBE and WBE Participation:

The actual services provided by the MBE or WBE must be essential in the performance of the scope of work for the applicable contract. Utilization of a certified MBE or WBE as a conduit or pass through for participation credit is **strictly prohibited**. It is the discretion of University-wide MWBE Program to determine whether services are essential in the performance of the scope of work and offer a determination of the appropriateness of work allowed for lower tier subcontracting in accordance with practices generally accepted in the construction industry. The services the MBE or WBE will provide must be among those explicitly identified in the profile (codes) of firm as listed in the NYS Empire State Development Directory of Certified MWBEs. Firms submitted or who participate in the project outside of these conditions and without specific prior approval by SUNY will not be credited toward the MWBE Utilization Plan and goals for the contract.

9. Prior to submitting the Plan, the Contractors should confirm the following:
 - a. MBE and WBE firms are NYS certified;
 - b. MBE **or** WBE designation ~ Dual certified firms may be used as *either* but **not** both;
 - c. MBE and WBE firms are being used for item(s) within their certification product codes;
 - d. MBE and WBE firms will perform work for which they have been submitted; and
 - e. 2nd tier subcontractors and/or suppliers are noted as such and an MWBE Utilization credit shall be given for 60% of the total contract value of supply purchases or services rendered (for example, when an electrical subcontractor purchases from a 3rd party supplier an MWBE utilization credit will be given for 60% of the total contract value).

The prime Contractor is responsible for ensuring participation provided by subcontractors for 2nd and 3rd tier MBE and WBE participation.

Submission of a Utilization Plan which fails to meet or exceed each goal shall be accompanied by documentation of specific efforts undertaken both pre and post bid. The campus MWBE Program Coordinator will review and notify contractor of its assessment.

The University-wide MWBE Program Office in collaboration with the campus MWBE Program Coordinator will review the Utilization Plan and notify the contractor of any deficiencies and determine necessary actions to bring the Utilization Plan into compliance. The University-wide MWBE Program Office reserves the right to require the contractor to provide sufficient documentation of the efforts made in the development of the Plan. The documentation should meet the good faith efforts standard under 5 NYCRR Part §141.6, and demonstrate the contractor's commitment to providing opportunities for MBE and WBE firms in the development of the Utilization Plan.

A copy of the approved Utilization Plan will be provided to the contractor after issuance of Notice of Award.

MWBE FORM (107) INSTRUCTIONS

Requested information must be completed and submitted within seven (7) days after the bid opening.

Subcontractor Name & Address

Name & Address of each MBE/WBE subcontractor or supplier

MBE or WBE

Minority (MBE) or Women (WBE) Designation

Federal ID

Provide accurate Federal ID number of each MBE/WBE subcontractor or supplier

Dollar Value of Subcontract or Purchase Order

This is the total value of the signed subcontract. If this value is different from the amount in the approved MBE/WBE utilization plan, an explanation should be provided.

Description of Work or Supplies

Brief description of work performed or supplies provided by the MBE/WBE subcontractor or supplier

Schedule

This is the anticipated start and completion dates for each MBE/WBE subcontractor or supplier.
Do not include the construction schedule for the life of the entire project.

Signature

To be signed by an Officer of the Company

- The information included on the form is subject to verification by the campus MWBE Program Coordinator.
- The campus MWBE Program Coordinator must be notified prior to changes made to the approved MBE/WBE Utilization Plan.

Questions regarding this form should **first** be directed to the [campus MWBE Program Coordinator](#) (click the link and be directed to the SUNY MWBE Campus Contacts directory on the University-wide MWBE web site).

Questions regarding this form should be directed to the University-wide MWBE Program Office at (518) 320-1189 or via e-mail: MWBEprogram@suny.edu.

Submit To:

**State University of New York
Office of Diversity, Equity and Inclusion University-wide MWBE Program
353 Broadway
Albany, NY 12246
Or MWBEProgram@suny.edu**



UNIVERSITY-WIDE MWBE PROGRAM UTILIZATION PLAN

SUNY Project No. _____

Contractor: _____

Address: _____

Phone Number: _____

Bid Date: [Click here to enter a date.](#)

Primary Contact: _____

City: _____ State: _____ Zip Code: _____

Fax Number: _____ E-Mail: _____

Agreement/Contract Value: _____

GOALS: MBE _____%

WBE _____%

Campus: _____

SUBCONTRACTOR	FEDERAL ID #	DOLLAR VALUE OF CONTRACT OR PURCHASE ORDER	DESCRIPTION OF WORK OR SUPPLIES	SUBCONTRACTOR/SUPPLIER SCHEDULE	
				START DATE	COMPLETION DATE
Company Name: _____ Street Address: _____ Contact Name: _____ E-Mail Address: _____ Check One: MBE ☐ WBE ☐				Click here to enter a date.	Click here to enter a date.
Company Name: _____ Street Address: _____ Contact Name: _____ E-Mail Address: _____ Check One: MBE ☐ WBE ☐				Click here to enter a date.	Click here to enter a date.
Company Name: _____ Street Address: _____ Contact Name: _____ E-Mail Address: _____ Check One: MBE ☐ WBE ☐				Click here to enter a date.	Click here to enter a date.
Company Name: _____ Street Address: _____ Contact Name: _____ E-Mail Address: _____ Check One: MBE ☐ WBE ☐				Click here to enter a date.	Click here to enter a date.

In accordance with the SUNY Contract Documents and Executive Law Article 15-A, my firm seriously expects to use the NYS certified MBE/WBE certified firms listed above. The Contractor shall immediately notify and request approval prior to any changes to this plan from the University-wide MWBE Program Office. ☐

NAME: _____

TITLE: _____

COMPANY OFFICER'S SIGNATURE _____

DATE: [Click here to enter a date.](#)

APPROVED: ☐ DEFICIENT: ☐ MWBE PROGRAM COORDINATOR: _____ DATE: _____

**MINORITY AND WOMEN'S BUSINESS - EQUAL EMPLOYMENT
OPPORTUNITY PROGRAM POLICY STATEMENT**

Policy Statement

The _____ commits to carrying out the intent of the New York State
(Name of Campus, Consultant, Contractor)
Executive Law, Article 15-A which assures the meaningful participation of minority and
women's business enterprises in contracting and the meaningful participation of minorities and
women in the workforce on activities financed by public funds.

Minority Business Officer

_____ is designated as the Minority Business Enterprise Officer
(Name of Designated Officer)
responsible for administering the Minority and Women's Business-Equal Employment
Opportunity (M/WBE-EEO) program.

Phone _____

Email _____

M/WBE Contract Goals

_____ % Minority Business Enterprise Participation

_____ % Women's Business Enterprise Participation

EEO Contract Goals

10% Minority Labor Force Participation

10% Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____

EEO STAFFING PLAN**Instructions on page 2**

Solicitation No.:	Reporting Entity:	Report includes Contractor's/Subcontractor's: ☐ Work force to be utilized on this contract ☐ Total work force
Offeror's Name:		☐ Offerer ☐ Subcontractor Subcontractor's name _____
Offeror's Address:		

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification													
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)		Disabled (M) (F)		Veteran (M) (F)	
Officials/Administrators																	
Professionals																	
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Service Workers																	
Temporary /Apprentices																	
Totals																	

PREPARED BY (Signature):	TELEPHONE NO.: EMAIL ADDRESS:	DATE:
NAME AND TITLE OF PREPARER (Print or Type):		Submit completed with bid or proposal

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (ADM/EEO 100) and submit it as part of the bid or proposal package. For construction, except for contracts of \$100,000 or less, the three lowest bidders shall submit to the University for its approval an EEO Staffing Plan within seven (7) calendar days after the opening of bids. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the M/WBE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male or Female



PROSPECTIVE BIDDERS NOTICE

SERVICE DISABLED VETERAN-OWNED BUSINESS ENTERPRISE REQUIREMENTS: CONSTRUCTION CONTRACTS

To Prospective Bidders:

Consistent with the State University of New York (SUNY) 's commitment and in accordance with Article 17-B of the New York State Executive Law and its implementing regulations, state agencies and contractors are required to ensure that good faith efforts are made to include meaningful participation by Service Disabled Veteran-Owned Business (SDVOB). The requirements apply to all SUNY construction contracts in excess of \$100,000.

Receipt of the SDVOB Utilization Plan is required *within seven (7) business days after the bid opening, for construction contracts.* The SDVOB Utilization Plan Form No. 7654-107 shall be submitted by the three apparent low bidders ("Contractor") to the campus MWBE Program Coordinator.

If the Contractor's SDVOB participation rate shown on its SDVOB Utilization Plan is below 6%, the campus MWBE Program Coordinator will provide a written notice of deficiency of the Utilization Plan within twenty (20) business days of its submission to the Contractor, as required under 9 NYCRR § 252.2(l)(4).

The notice will include but not be limited to the following:

- a. A list of NYS certified SDVOBs that the Contractor could potentially use within the contract scope of work;
- b. The name of any SDVOB that is not acceptable for the purpose of complying with the SDVOB participation goals; and
- c. Any other information which the MWBE Program Coordinator determines to be relevant to developing an approvable Utilization Plan.

The Contractor shall respond to the notice of deficiency by submitting a revised SDVOB Utilization Plan within seven (7) business days, as required by 9 NYCRR § 252.2(l) (5) to the MWBE Program Coordinator.

If the deficiency is not corrected and the SDVOB participation rate on the SDVOB Utilization Plan remains below 6%, the Contractor should request a waiver.

The Waiver Request Form submitted by the Contractor will include but not limited to the following:

- a. A request for partial or total waiver of SDVOB goals are required by (9 NYCRR § 252.2(m) (2) on Request for Waiver Form ([Form 7564-114](#)) provided by the University-wide MWBE Program Office.
- b. Copy of the deficient Utilization Plan.
- c. Work Scope of this contract. If there are subcontracting opportunities, please provide documentation d, e, and f.
- d. Screenshot of searching result for available SDVOBs in [Directory of NYS Certified SDVOBs](#).
- e. Copy of email messages containing the request for quote along with the responses from MWBEs.
- f. Forms required to obtain this information are:
[7564-101](#) – SDVOB Contractor Solicitation Letter
[7564-102](#) – SDVOB Participation Quote
[7564-103](#) – SDVOB Contractor Unavailability Certification

Please submit the above documentations by mail, fax, or email:

Please submit the above documentation to the campus MWBE Program Coordinator:

[CAMPUS NAME]
[CAMPUS MWBE PROGRAM COORDINATOR]Binghamton University
Rachel Talcott
4400 Vestal Parkway East
Binghamton, New York 13902 Fax: (607) 777-6643
Tel: (607) 777-3591
Email: rtalcott@binghamton.edu [CAMPUS ADDRESS]
Fax: [CAMPUS FAX]
Tel: [CAMPUS PHONE]

Email: [CAMPUS CONTACT]

- OR - IF APPLICABLE

SUNY System Administration at State University Plaza,
Office of Diversity, Equity and Inclusion
University-wide MWBE Program
Albany, NY 12246
Fax: (518)-320-1548
Tel: (518)-320-1452
Email: MWBEProgram@suny.edu

Information regarding this legislation may be found at: [Division of Service-Disabled Veterans' Business Development](#) on the New York State Office General Services web site.

STATE UNIVERSITY OF NEW YORK SDVOB UTILIZATION PLAN

A letter of explanation and documentation of efforts must accompany any SDVOB Utilization Plan that falls short of the stated goals. Without an approved SDVOB Utilization Plan, SUNY's Notice of Award and Contract may be withheld.

If you have questions or need assistance related to the SUNY's Service-Disabled Veteran-Owned Business requirements call the University-wide MWBE Program Office at 518-320-1452 or email MWBEprogram@suny.edu.

1. The three low bidding contractors ("Contractors") are required to submit a Utilization Plan (Form 7564-107) to the MWBE Program Coordinator within seven (7) calendar days after the opening of bids for construction contracts exceeding \$100,000.
2. The MWBE Program Coordinator is required to submit the mandatory SDVOB documentation to the University-wide MWBE Program Office web based contract management system for commodity, service and construction related consultant service contracts exceeding \$25,000 and for construction project exceeding \$100,000 upon contract execution .
3. The SDVOB firms included are businesses the Contractor *seriously expects* to include in the project activity.
4. The Contractor must reasonably commit to the dollar values included in the Utilization Plan for participation by SDVOB subcontractors and suppliers.
5. SDVOB firms ***must be certified*** by the Division of Service-Disabled Veterans' Business Development. A directory of certified minority and women-owned business enterprises is available on the internet at http://ogs.ny.gov/Core/Docs/CertifiedNYS_SDVOB.pdf. If you would like to receive an excel file containing the current the List of NYS Certified Service-Disabled Veteran-Owned Businesses and sign up to receive updates whenever we certify new businesses, please send a request to veteransdevelopment@ogs.ny.gov.
6. Contractors utilizing SDVOB firms for supplies/materials/equipment whose NYS certification profile designates them as Broker will receive an SDVOB utilization credit for the actual monetary value of the broker fees or the actual markup percentage of the items brokered.

7. SDVOB Participation:

The actual services provided by the SDVOB must be essential in the performance of the scope of work for the applicable contract. Utilization of a certified SDVOB as a conduit or pass through for participation credit is strictly prohibited. It is the discretion of SUNY University-wide MWBE Program to determine whether services are essential in the performance of the scope of work and to offer a determination of the appropriateness of work allowed for lower tier subcontracting, in accordance with practices generally accepted in the construction industry. The services the SDVOB will provide must be among those explicitly identified in the profile (codes) of the firm as listed in the SDVOB directory [Division of Service-Disabled Veterans' Business Development](#). Firms submitted or firms that participate in the project outside of these conditions and without specific prior approval by SUNY will not be credited toward the SDVOB Utilization Plan and goals for the contract.

8. Prior to submitting the Utilization Plan, the bidders should confirm the following:

- a. SDVOB firms are NYS certified;
- b. SDVOB firms are being used for item(s) within their certification product codes as indicated in their SDVOB Directory firm profile;
- c. SDVOB firms will perform work for which they have been submitted; and
- d. 2nd tier subcontractors and/or suppliers are identified as such and SDVOB Utilization credit shall be given for 60% of the total contract value of supply purchases or services rendered (for example, when an electrical subcontractor purchases from a 3rd party supplier an SDVOB utilization credit will be given for 60% of the total contract value).

The prime Contractor is responsible for ensuring participation provided by subcontractors for 2nd and 3rd tier SDVOB participation.

Submission of a Utilization Plan which fails to meet or exceed each goal shall be accompanied by documentation of specific efforts undertaken both pre- and post-bid. The campus MWBE Program Coordinator will review and notify Contractor of its assessment.

The University-wide MWBE Program Office in collaboration with the campus MWBE Program Coordinator will review the Utilization Plan and notify the Contractor of any deficiencies and determine necessary actions to bring the Plan into compliance. The University-wide MWBE Program Office reserves the right to require the Contractor to provide sufficient documentation of the efforts made in the development of the Utilization Plan. The documentation should meet the good faith efforts standard under 9 NYCRR § 252.2, and demonstrate the Contractor's commitment to providing opportunities for SDVOB firms in the development of the Utilization Plan.

A copy of the approved Utilization Plan will be provided to the Contractor after issuance of Notice of Award.

SDVOB FORM (7564-107) UTILIZATION PLAN INSTRUCTIONS

Requested information must be completed and submitted within seven (7) days after the bid opening.

Subcontractor Name & Address

Name & Address of each SDVOB subcontractor or supplier.

Federal ID

Provide accurate Federal ID number of each SDVOB subcontractor or supplier.

Dollar Value of Subcontract or Purchase Order

This is the total value of the signed subcontract. If this value is different from the amount in the approved SDVOB Utilization Plan, an explanation should be provided.

Description of Work or Supplies

Brief description of work performed or supplies provided by the SDVOB subcontractor or supplier.

Schedule

This is the anticipated start and completion dates for each SDVOB subcontractor or supplier. Do not include the construction schedule for the life of the entire project.

Signature

To be signed by an Officer of the Company.

- The information included on the Form 7564-107 is subject to verification by the campus MWBE Program Coordinator.
- The campus MWBE Program Coordinator must be notified prior to changes made to the approved SDVOB Utilization Plan.

Questions regarding this form should **first** be directed to the [campus MWBE Program Coordinator](#) (click the link and be directed to the SUNY MWBE Campus Contacts directory on the University-wide MWBE web site).

Questions regarding this form should be directed to the University-wide MWBE Program Office at (518) 320- 1340 or via e-mail: MWBEprogram@suny.edu.

Submit To:

**State University of New York
Office of Diversity, Equity and Inclusion University-wide MWBE Program
353 Broadway
Albany, NY 12246
Or MWBEProgram@suny.edu**



UNIVERSITY-WIDE SDVOB PROGRAM UTILIZATION PLAN

SUNY Project No. _____
Contractor: _____
Address: _____
Phone Number: _____

Bid Date: [Click here to enter a date.](#)

Agreement/Contract Value: _____

Primary Contact: _____

City: _____ State: _____ Zip Code: _____

Fax Number: _____ E-Mail: _____

GOALS: SDVOB _____ %

Campus: _____

SUBCONTRACTOR	FEDERAL ID #	DOLLAR VALUE OF CONTRACT OR PURCHASE ORDER	DESCRIPTION OF WORK OR SUPPLIES	SUBCONTRACTOR/SUPPLIER SCHEDULE	
				START DATE	COMPLETION DATE
Company Name: _____ Street Address: _____ Contact Name: _____ E-Mail Address: _____				Click here to enter a date.	Click here to enter a date.
Company Name: _____ Street Address: _____ Contact Name: _____ E-Mail Address: _____				Click here to enter a date.	Click here to enter a date.
Company Name: _____ Street Address: _____ Contact Name: _____ E-Mail Address: _____				Click here to enter a date.	Click here to enter a date.
Company Name: _____ Street Address: _____ Contact Name: _____ E-Mail Address: _____				Click here to enter a date.	Click here to enter a date.

In accordance with the SUNY Contract Documents and Executive Law Article 17-B, my firm seriously expects to use the NYS certified SDVOB firms listed above. The Contractor shall immediately notify and request approval prior to any changes to this Utilization Plan from the Campus MWBE Program Coordinator.



NAME: _____

TITLE: _____

COMPANY OFFICER'S SIGNATURE _____

DATE: [Click here to enter a date.](#)

APPROVED: ☐

DEFICIENT: ☐

MWBE PROGRAM COORDINATOR: _____ DATE: _____



UNIVERSITY-WIDE SDVOB PROGRAM UTILIZATION PLAN SDVOB FORM (107) INSTRUCTIONS

A letter of explanation and documentation of efforts must accompany any SDVOB Utilization Plan that falls short of the stated goals. Without an approved SDVOB Utilization Plan, SUNY's Notice of Award and Contract may be withheld.

If you have questions or need assistance related to the SUNY's Service-Disabled Veteran-Owned Business requirements call the University-wide MWBE Program Office at 518-320-1340 or email MWBEprogram@suny.edu.

1. The three low bidding contractors ("Contractors") are required to submit an SDVOB Utilization Plan (Form 7465-107) to the MWBE Program Coordinator within seven (7) calendar days after the opening of bids for construction contracts exceeding \$100,000.
2. The MWBE Program Coordinator is required to submit the mandatory SDVOB documentation to the University-wide MWBE Program Office after the opening of bids for commodity, service and construction related consultant service contracts exceeding \$25,000 for the lowest bidding Contractor.
3. The SDVOB goals are not related to any other goals. Dual certified firms may be used to meet both MBE and SDVOB or WBE and SDVOB goals.
4. The SDVOB firms included are businesses the bidder *seriously expects* to include in the project activity.
5. The Contractor must reasonably commit to the values included in the Utilization Plan for participation by SDVOB subcontractors and suppliers.
6. SDVOB firms must be certified by the New York State Office of General Services Division of Service-Disabled Veterans' Business Development. A directory of NYS Certified Service-Disabled Veteran-Owned Businesses is available on the internet at <http://ogs.ny.gov/Core/SDVOBA.asp>.
7. Contractors utilizing SDVOB firms for supplies/materials/equipment whose NYS certification profile designates them as a Broker will receive an SDVOB utilization credit for the actual monetary value of the broker fees or the actual markup percentage of the items brokered.
8. SDVOB Participation:

The actual services provided by the SDVOB must be essential in the performance of the scope of work for the applicable contract. Utilization of a certified SDVOB as a conduit or pass through for participation credit is strictly prohibited. It is the discretion of the SUNY to determine whether services are essential in the performance of the scope of work and to offer a determination of the appropriateness of work allowed for lower tier subcontracting, in accordance with practices generally accepted in the construction industry. The services the SDVOB will provide must be among those explicitly identified in the profile (codes) of the firm as listed in the NYS Office of General Services Directory of Certified SDVOBs. Firms submitted or firms that participate in the project outside of these conditions and without specific prior approval by SUNY will not be credited toward the SDVOB Utilization Plan and goals for the contract. □

9. Prior to submitting the Utilization Plan, the bidders should confirm the following:
 - a. SDVOB firms are NYS certified;
 - b. SDVOB designation ~ Dual certified firms may be used as *MBE/SDVOB and/or WBE/SDVOB*;
 - c. SDVOB firms are being used for item(s) within their certification product codes as indicated in their SDVOB Directory firm profile;
 - d. SDVOB firms will perform work for which they have been submitted; and
 - e. 2nd tier subcontractors and/or suppliers are identified as such and SDVOB Utilization credit shall be given for 60% of the total contract value of supply purchases or services rendered (for example, when an electrical subcontractor purchases from a 3rd party supplier an SDVOB utilization credit will be given for 60% credit of the total contract value).



UNIVERSITY-WIDE SDVOB PROGRAM UTILIZATION PLAN

The prime Contractor is responsible for ensuring participation provided by subcontractors for 2nd and 3rd tier SDVOB participation.

Submission of a Utilization Plan which fails to meet or exceed each goal shall be accompanied by documentation of specific efforts undertaken both pre and post bid. The campus MWBE Program Coordinator will review and notify Contractor of its assessment.

The University-wide MWBE Program Office in collaboration with the campus MWBE Program Coordinator will review the Utilization Plan and notify the Contractor of any deficiencies and determine necessary actions to bring the Utilization Plan into compliance. The University-wide MWBE Program Office reserves the right to require the Contractor to provide sufficient documentation of the efforts made in the development of the Utilization Plan. The documentation should be responsive to good faith efforts and demonstrate the Contractor's commitment to providing opportunities for SDVOB firms in the development of the Utilization Plan.

A copy of the approved Utilization Plan will be provided to the Contractor after issuance of Notice of Award.

☐



UNIVERSITY-WIDE SDVOB PROGRAM UTILIZATION PLAN

Requested information must be completed and submitted within seven (7) days after the bid opening.

Subcontractor Name & Address

Name & Address of each SDVOB subcontractor or supplier.

SDVOB

Service-Disabled Veteran-Owned Designation.

Federal ID

Provide accurate Federal ID number of each SDVOB subcontractor or supplier.

Dollar Value of Subcontract or Purchase Order

This is the total value of the signed subcontract. If this value is different from the amount in the approved SDVOB Utilization Plan, an explanation should be provided.

Description of Work or Supplies

Brief description of work performed or supplies provided by the SDVOB subcontractor or supplier.

Schedule

This is the anticipated start and completion dates for each SDVOB subcontractor or supplier. Do not include the construction schedule for the life of the entire project.

Signature

To be signed by an Officer of the Company.

- The information included on the form is subject to verification by the University-wide MWBE Program Office.
- The University-wide MWBE Program Office must be notified prior to changes made to the approved SDVOB Utilization Plan.

Questions regarding this form should be directed to the University-wide MWBE Program Office at (518) 320- 1452 or via e-mail: mwbeprogram@suny.edu.

Submit To:



State University of New York
Office of Diversity, Equity and Inclusion University-wide MWBE Program
353 Broadway
Albany, NY 12246
or MWBEProgram@suny.edu

Affirmation AND Disclosure and Certification
with respect to State Finance Law §§ 139-j and 139-k

A complete copy of the State University of New York Procurement Lobbying Policy and Procedure is available for review at <http://www.suny.edu/sunyppl/>.

Procurement Description:	_____
Procurement Proposal No:	_____

A. Affirmation with respect to State Finance Law §§ 139-j and 139-k:

Offerer **AFFIRMS** that it has reviewed and understands the Policy and Procedure of the State University of New York relating to State Finance Law §§ 139-j and 139-k, and agrees to comply with State University's procedure relating to Contacts with respect to this procurement.

B. Disclosure & Certification with respect to State Finance Law §§ 139-j and 139-k:

1. Has a Governmental Entity, as defined in State Finance Law §139j(l)(a), made a determination of non-responsibility with respect to the Offerer within the previous four years where such finding was due to a violation of State Finance Law §139-j or the intentional provision of false or incomplete information with respect to previous determinations of non-responsibility?

☐ No

☐ Yes If yes, identify the following details:

Governmental Entity which made the finding: _____

Date of finding: _____

Basis of finding: _____

2. Has a Governmental Entity terminated or withheld a procurement contract with the Offerer because of violations of State Finance Law § 139-j or the intentional provision of false or incomplete information with respect to previous determinations of non-responsibility?

☐ No

☐ Yes If yes, identify the following details:

Governmental Entity which terminated the contract: _____

Date of contract termination or withholding: _____

Identify the related procurement contract: _____

Offerer **CERTIFIES** that all information provided by Offerer with respect to its compliance with State Finance Law §§ 139-j and 139-k is complete, true and accurate.

Name of Offerer: _____

Address: _____

Signature of Person Submitting Form: _____

Name (printed or typed): _____

Title: _____

Date: _____

Bidder's Certifications

NY HUMAN RIGHTS LAW EXECUTIVE ORDER 177 CERTIFICATION

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Bidder Name: _____

By (signature): _____

Name: _____

Title: _____

Date: _____, 20__

Bidder's Certifications

NEW YORK STATE FINANCE LAW 139-L CERTIFICATION

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such a policy shall, at a minimum, meet the requirements of section two hundred one-g of the Labor Law.

If the Bidder cannot make the foregoing certification, such Bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the Bidder cannot make the certification.

Bidder Name: _____

By (signature): _____

Name: _____

Title: _____

Date: _____, 20__

Bidder's Certifications

Gender-Based Violence and the Workplace Certification

New York State Finance Law §139-M requires bidders on competitive state procurements to certify that they have a written policy addressing gender-based violence and the workplace and that such policy meets the following minimum requirements:

- **Share Information:** Employers must provide information regarding gender-based violence where employees can see and access it, including displaying the NYS Domestic and Sexual Violence Hotline information and a gender-based violence and the workplace poster.
- **Refer Employee-Survivors to Services:** The policy must require that the employer refer employees who disclose current or past victim status to the NYS Domestic and Sexual Violence Hotline and/or a local service provider. For bidders outside of New York State, referrals should be made to a local provider or statewide hotline. While referrals are required to be provided by the employer, it is not required for the employee to access services.
- **Prohibit Retaliation:** The policy must clearly state that discrimination or retaliation against employees who identify as victims or survivors of gender-based violence is prohibited.
- **Comply with Laws:** Ensure your policy follows State law. For employers based in New York State, this means that the policy must follow the SAFE Leave Act, New York State Human Rights Law, and any other relevant laws and regulations.
- **Offer Implementation Support:** OPDV is able to assist employers in developing and implementing this policy. Employers must provide information to supervisors and human resources, where available, about this technical assistance from OPDV. OPDV can be contacted at workplace@opdv.ny.gov.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing gender-based violence and the workplace and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law.

Organization's signature below certifies its compliance with State Finance Law

§139-M. Organization: _____

By (signature): _____ Name (Please Print): _____

Title: _____ Date: ____

This form must be signed by an authorized executive or legal representative.

If the organization cannot make the above certification, they must provide an attached statement with their bid detailing the reasons therefor.

Bidder's Certifications

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, Bidder and each person signing on behalf of 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 their knowledge and belief:

1. The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where [1], [2], [3] above have not been complied with; provided however, that if in any case the Bidder(s) cannot make the foregoing certification, the Bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefor:

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

IF BIDDER IS A SOLE PROPRIETER OR PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS	LEGAL RESIDENCE
_____	_____
_____	_____
_____	_____
_____	_____

IF BIDDER IS A CORPORATION, COMPLETE THE FOLLOWING:

NAME	LEGAL RESIDENCE
President: _____	_____
Secretary: _____	_____
Treasurer: _____	_____

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

Bidder's Certifications

Identifying Data:

Bidder	
Address	
Telephone	
Name of Responsible Corporate Officer	
Title of Responsible Corporate Officer	

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

Legal name of person, firm or corporation

By (signature): _____

Name: _____

Title: _____

Address: _____

Attachment 8: Sexual Harassment Prevention Policy Certification

N.Y. State Finance Law §139-l

Pursuant to N.Y. State Finance Law §139-l, every bid made on or after January 1, 2019 to the State, or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of N.Y. State Labor Law §201-g.

The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL: <https://www.ny.gov/combating-sexual-harassment-workplace/employers>

If the bidder cannot make the required certification, such bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the bidder cannot make the certification. After review and consideration of such statement, SUNY may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

Certification for NY State Finance Law §139-l

Complete whichever statement applies:

Yes, this company/organization, meets the requirements of N.Y. State Finance Law §139-l:

I hereby certify that _____ has, and has implemented, a written policy addressing sexual harassment prevention in the workplace, and that sexual harassment prevention training is provided annually to all of its employees. The stated policy meets the requirements of N.Y. State Labor Law §201-g.

Name

Title

Date

No, this company/organization does not meet this requirement:

If the bidder cannot make the required certification, such bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the bidder cannot make the certification. After review and consideration of such statement, SUNY may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

Detailed statement explaining the inability to make the certification:

Name

Title

Date

LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS, that _____

(hereinafter called the "Principal") and _____

(hereinafter called the "Surety") are held and firmly bound to the State University of New York (hereinafter called the University) in the full and just sum of:

_____ dollars (\$ _____)
(in words) (in figures)

good and lawful money of the United States of America, for the payment of which sum of money, well and truly to be made and done, the Principal binds itself, its heirs, executors, administrators, successors and assigns and the Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract bearing date on the _____ day of _____, 20____, with the University for the work contained in Project No. _____, a copy of which Contract is annexed to and hereby made a part of this Bond as though herein set forth in full; and

WHEREAS, the University has required this Bond guaranteeing prompt payment of monies due to all persons furnishing the Principal or any subcontractor of the Principal with labor or materials in the prosecution of the work provided in such Contract;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall promptly pay all monies due to all persons furnishing the Principal or any subcontractor of the Principal with labor or materials in the prosecution of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, the said Surety, for value received, hereby stipulates and agrees that no change, extension, alteration or addition to the terms of the said Contract or Specifications accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension, alteration or addition; and further.

PROVIDED, HOWEVER, the place of trial of any action on this Bond shall be in the county in which the said Contract was to be performed, or if said Contract was to be performed in more than one county, then in any such county, and not elsewhere; and further

PROVIDED, HOWEVER, this Bond shall be enforceable in accordance with the terms and provisions of Section 137 of the State Finance Law.

IN WITNESS WHEREOF, the Principal has hereunto set its hand and seal and the Surety has caused this instrument to be signed by its attorney
in-fact on this _____ day of _____, 20_

Principal

By

Surety

By

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that _____

(hereinafter called the "Principal") and _____

(hereinafter called the "Surety") are held and firmly bound to the State University of New York (hereinafter called the University) in the full and just sum of:

_____ dollars (\$ _____)
(in words) (in figures)

good and lawful money of the United States of America, for the payment of which sum of money, well and truly to be made and done, the Principal binds itself, its heirs, executors, administrators, successors and assigns and the Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract bearing date on the _____ day of _____, 20_____, with the University for the work contained in Project No. _____, a copy of which Contract is annexed to and hereby made a part of this Bond as though herein set forth in full; and

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, its representatives or assigns, shall well and faithfully comply with and perform all the terms, covenants and conditions of said Contract on its part to be kept and performed and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to the true intent and meaning of said Contract, including repair and/or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the University from all cost and damage which it may suffer by reason of failure to do so, and shall fully reimburse and repay the University for all outlay and expense which the University may incur in making good any such default, and shall protect the said University against, and pay any and all amounts, damages, costs and judgments which may or shall be recovered against said University or its trustees, officers, agents or employees or which the said University may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said work, or the repair of maintenance thereof, or the manner of doing the same, or the neglect of the said Principal, or its agents, or the improper performance of the said work by the said Principal, or its agents, or the infringement of any patent or patent rights by reason of the use of any materials furnished or work done as aforesaid or otherwise, then this obligation shall be null and void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, the said Surety, for value received, hereby stipulates and agrees, if requested to do so by the University, to fully perform and complete the work mentioned and described in said Contract, pursuant to the terms, conditions, and covenants thereof, if for any cause the Principal fails or neglects to so fully perform and complete such work and the Surety hereby further agrees to commence such work of completion within ten (10) calendar days after written notice thereof from the University and to complete such work within ten (10) calendar days from the expiration of the time allowed the Principal in the Contract for the completion thereof. The surety shall fully perform and complete said work on its own, or through a contractor approved by the University, according to the terms, conditions and covenants of said Contract and specifications.

PROVIDED, HOWEVER, the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by an extension of time, modification, omission, addition, or change in or to the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer of any work to be performed or any monies due or to become due thereunder or by the University's takeover, use,

PERFORMANCE BOND (Page 2)

occupancy or operation of any part or all of the work covered by the Contract; and said Surety does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, transfers, takeovers, uses, occupancies or operations, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety as though done or omitted to be done by or in relation to said Principal.

IN WITNESS WHEREOF, the Principal has hereunto set its hand and seal and the Surety has caused this instrument to be signed by its attorney-in-fact on this _____ day _____ of, 20____.

Principal

By

Surety

By

ACKNOWLEDGMENTS FOR LABOR AND MATERIAL BOND AND PERFORMANCE BOND

(Acknowledgment by Principal, unless it is a Corporation)

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

On this _____ day of _____, 20_____, before me personally came _____
_____, to me known and known to me to be the person(s) described in and who
executed the foregoing instruments and acknowledged that he / she executed the same.

Notary Public

(Acknowledgment by Principal, if a Corporation)

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

On this _____ day of _____, 20_____, before me personally came _____
_____, to me known, who, being duly sworn, did depose and say
that he / she resides in _____
;

that he / she is the _____
of the _____,
the corporation described in and which executed the foregoing instruments; that he / she knows the seal of said corporation; that the seal
affixed to said instruments is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he / she
signed their name thereto by like order.

Notary Public

(Acknowledgment by Surety Company)

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

On this _____ day of _____, 20_____, before me personally came _____
_____, to me known, who, being by me duly sworn, did depose and say
that he / she resides in _____;
that he / she is the _____

of the _____,
the corporation described in and which executed the foregoing instruments; that he / she knows the seal of said corporation; that the
seal affixed to said instruments is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that
he / she signed their name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner
provided by the laws of the State of New York.

Notary Public

INSURANCE REVIEW CHECKLIST*Risk Management Review Checklist for Insurance Certificates
For Construction and Construction Related Consultant Services Contracts*

Name of Contractor/Professional/Vendor _____

Project Name _____

Contract # _____ Project # _____ Date Contract Rec'd _____

Contract Type: _____ Construction _____ Design _____ Other (Specify) _____

Authorized Carriers*Authorized carriers must meet the following criteria: (1) AM Best Company rating of A- or greater, (2) financial score of VII or greater.*

- Carrier A Yes ☐ No ☐ Rating _____
- Carrier B Yes ☐ No ☒ Rating _____
- Carrier C Yes ☐ No ☒ Rating _____
- Carrier D Yes ☐ No ☒ Rating _____
- Carrier E Yes ☐ No ☒ Rating _____
- Worker's Comp Carrier Yes ☐ No ☒ Rating _____
- Disability Carrier Yes ☐ No ☒ Rating _____

The insurance certificates provided comply with the contract documents and Schedule A:

1. ☐ Commercial General Liability (CGL)
 - a. Additional Insureds in accordance with Schedule A
 - b. Limits in accordance with Schedule A
 - c. Occurrence based policy
2. ☐ Acord 855 Certificate of Liability Insurance Addendum has been reviewed and meets requirements.
3. ☐ Automobile Liability
4. ☐ Excess/Umbrella Liability (if applicable)
5. ☐ Workers' Compensation and Disability
 - a. SUNY is listed as certificate holder
 - b. Campus verified coverage on the Workers Compensation Board Website
6. ☐ Builder's Risk (for Construction)
7. ☐ Contractors Pollution Liability
 - a. Additional Insureds in accordance with Schedule A
 - b. Limits in accordance with Schedule A
 - c. Policy is in addition to the CGL policy
8. ☐ Professional Liability (for architecture and engineering)

Name and signature (Campus Representative)_____
Date Reviewed

BUILDER'S RISK INSURANCE BREAKDOWN

Instructions: This optional form may be used by the contractor to determine the total value of Builder's Risk Insurance required. Because certain aspects of the project are not insurable, those items do not have to be included in the total value of the builder's risk coverage.

Date: _____

Title of Project: _____

Location of Project: _____

Project No.: _____

Name of Contractor: _____

Address of Contractor: _____

Estimated Completion Date: _____

Contract Amount: _____

\$ _____

Non-insurable items _____
(amounts to be determined from Contractor's
approved breakdown):

1. Cost of the contractor's Performance and Labor and Materials Bonds \$ _____
2. Cost of trees, shrubbery, lawn grass, plants and the maintenance of same \$ _____
3. Cost of demolition \$ _____
4. Cost of excavation
5. Cost of foundations, piers or other supports which are below the undersurface of the lowest basement floors, or where there is no basement, which are below the surface of the ground. Concrete and Masonry Work \$ _____
6. Cost of Underground flues, pipes or wiring \$ _____
7. Cost of earthmoving, grading, and the cost of paving, roads, walks, parking lots and athletic fields \$ _____
8. Cost of bridges, tunnels, dams, piers, wharves, docks, retaining walls and radio and/or television towers and antennas \$ _____

Total Non-insurable items: \$ _____

Amount of Builder's Risk Insurance to be procured: \$ _____



NEW YORK CONSTRUCTION CERTIFICATE OF LIABILITY INSURANCE ADDENDUM

DATE (MM/DD/YYYY)

THIS ADDENDUM SUMMARIZES SOME OF THE POLICY PROVISIONS IN THE REFERENCED INSURANCE POLICIES AND IS ISSUED AS A MATTER OF INFORMATION ONLY; IT CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. ALL TERMS, EXCLUSIONS AND CONDITIONS IN THE ACTUAL POLICY SHOULD BE CONSULTED FOR A MORE DETAILED ANALYSIS OF COVERAGE, AS THIS ADDENDUM DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES.

AGENCY		NAMED INSURED(S)	
POLICY NUMBER	EFFECTIVE DATE	CARRIER	NAIC CODE

ADDENDUM INFORMATION**CERTIFICATE NUMBER:****REVISION NUMBER:****A. Insurer**

- ☐ Admitted / authorized
- ☐ Excess line or free trade zone

B. General Liability (GL) policy form

- ☐ ISO / ISO modified
- ☐ Other

C. Specific operations excluded or restricted (GL policy)

- ☐ Location: _____
- ☐ Type of construction: _____
- ☐ Building height: _____
- ☐ Classifications [see attached declarations / endorsement]
- ☐ Designated work [see attached endorsement]

D. Additional insured endorsement (GL policy)

- ☐ CG 20 10 ☐ CG 20 26 ☐ CG 20 32 ☐ CG 20 33 ☐ CG 20 37 ☐ CG 20 38
- ☐ Other: #: _____ Title: _____

E. According to the terms of this GL policy, the additional insured has primary and noncontributory coverage

- ☐ Yes ☐ No and ☐ no other option is available with this insurer

F. Additional insured will receive advance notice if insurer cancels (GL policy)

- ☐ Yes ☐ No and ☐ no other option is available with this insurer

G. Blanket contractual liability located in the "insured contract" definition (Section V, Number 9, Item f. in the ISO CGL policy) is removed or restricted

- ☐ Yes and ☐ no other option is available with this insurer ☐ No changes made

H. "Insured contract" exception to the employers liability exclusion is removed or modified (GL policy)

- ☐ Yes and ☐ no other option is available with this insurer ☐ No changes made

I. GL policy (including endorsements) does not cover the additional insured for claims involving injury to employees of the named insured or subcontractors (not workers' compensation)

- ☐ Yes and ☐ no other option is available with this insurer ☐ No changes made

J. Earth movement, excavation or explosion / collapse / underground property damage is excluded or restricted (GL policy)

☐ Yes and ☐ no other option is available with this insurer ☐ No changes made

K. Insured vs. insured suits (cross liability in the ISO CGL policy) are excluded or restricted (other than named insured vs. named insured)

☐ Yes and ☐ no other option is available with this insurer ☐ No changes made

L. Property damage to work performed by subcontractors (exception to the "damage to your work" exclusion in the ISO CGL policy) is excluded or restricted

☐ Yes and ☐ no other option is available with this insurer ☐ No changes made

M. Excess / umbrella policy is primary and non-contributory for additional insureds

☐ Yes, by specific policy provision ☐ Yes, by endorsement ☐ No and ☐ no other option is available with this insurer

AUTHORIZED REPRESENTATIVE SIGNATURE

DATE (MM/DD/YYYY)



**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

1a. Legal Name & Address of Insured (use street address only) Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) 	3a. Name of Insurance Carrier 3b. Policy Number of Entity Listed in Box "1a" 3c. Policy effective period _____ to _____ 3d. The Proprietor, Partners or Executive Officers are ☐ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐ YES ☐ NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: _____
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____
(Signature) (Date)

Title: _____

Telephone Number of authorized representative or licensed agent of insurance carrier: _____

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only)	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)	3a. Name of Insurance Carrier 3b. Policy Number of entity listed in box "1a": 3c. Policy effective period: _____ to _____

4. Policy covers:

- a. ☐ All of the employer's employees eligible under the New York Disability Benefits Law
b. ☐ Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed _____ By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number _____ Title _____

IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is **COMPLETE**. Mail it directly to the certificate holder.

If box "4b" is checked, this certificate is **NOT COMPLETE** for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)

State Of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of NYS Workers' Compensation Board Employee)

Telephone Number _____ Title _____

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". ***This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".***

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

You have selected the For-Profit Construction questionnaire, commonly known as the “CCA-2,” which may be printed and completed in this format or, **for your convenience, may be completed online using the [New York State VendRep System](#).**

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor’s business and operations. An owner or official must certify the questionnaire and the signature must be notarized.

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at ITServiceDesk@osc.state.ny.us or call 866-370-4672.

DEFINITIONS

All underlined terms are defined in the “New York State Vendor Responsibility Definitions List,” found at <http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf>. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

BUSINESS ENTITY INFORMATION

<u>Legal Business Name</u>		<u>EIN</u> _____		
Address of the <u>Principal Place of Business</u> (street, city, state, zip code)		<u>New York State Vendor Identification Number</u>		
		Telephone ext.	Fax	
		Website		
Authorized Contact for this Questionnaire				
Name		Telephone ext.	Fax	
Title		Email		
Additional <u>Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS

1.0 <u>Business Entity</u> Type – Check appropriate box and provide additional information:			
a) ☐ <u>Corporation</u> (including <u>PC</u>)	Date of Incorporation		
b) ☐ <u>Limited Liability Company</u> (LLC or PLLC)	Date Organized		
c) ☐ <u>Limited Liability Partnership</u>	Date of Registration		
d) ☐ <u>Limited Partnership</u>	Date Established		
e) ☐ <u>General Partnership</u>	Date Established	County (if formed in NYS)	
f) ☐ <u>Sole Proprietor</u>	How many years in business?		
g) ☐ Other	Date Established		
If Other, explain:			
1.1 Was the <u>Business Entity</u> formed in New York State?			☐ Yes ☐ No
If “No,” indicate jurisdiction where the <u>Business Entity</u> was formed:			
☐ United States	State		
☐ Other	Country		

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

I. BUSINESS CHARACTERISTICS			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			☐ Yes ☐ No
If "Yes," provide the <u>CIK code</u> or Ticker Symbol:			
1.3 Is the <u>Business Entity</u> currently <u>registered to do business in New York State</u> ?			☐ Yes ☐ No
Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership			☐ Not Required
If "No," explain why the <u>Business Entity</u> is not required to be <u>registered to do business in New York State</u> :			
1.4 Is the responding <u>Business Entity</u> a <u>Joint Venture</u> ? Note: If the submitting <u>Business Entity</u> is a <u>Joint Venture</u> , also submit a separate questionnaire for each <u>Business Entity</u> comprising the <u>Joint Venture</u> .			☐ Yes ☐ No
1.5 If the <u>Business Entity's Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> maintain an office in New York State?			☐ Yes ☐ No
(Select "N/A" if <u>Principal Place of Business</u> is in New York State.)			☐ N/A
If "Yes," provide the address and telephone number for one office located in New York State.			
1.6 Is the Business Entity a New York State certified <u>Minority-Owned Business Enterprise</u> , or <u>Women-Owned Business Enterprise</u> , or <u>New York State Small Business</u> , or federally certified <u>Disadvantaged Business Enterprise</u> ?			☐ Yes ☐ No
If "Yes," check all that apply: ☐ New York State certified <u>Minority-Owned Business Enterprise</u> (MBE) ☐ New York State certified <u>Women-Owned Business Enterprise</u> (WBE) ☐ <u>New York State Small Business</u> ☐ Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)			
1.7 Identify each person or business entity that is, or has been within the past five (5) years, <u>Principal Owner</u> of 5.0% or more of the firm's shares; a Business Entity Official; or one of the five largest shareholders, if applicable. (Attach additional pages if necessary.) <u>Joint Ventures</u> : Provide information for all firms involved.			
Name (For each person, include middle initial)	Title	Percentage of ownership (Enter 0%, if not applicable)	Employment status with the firm
			☐ Current ☐ Former
			☐ Current ☐ Former
			☐ Current ☐ Former
			☐ Current ☐ Former

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS		
2.0 Are there any other <u>construction</u> -related firms in which, now or in the past five years, the submitting <u>Business Entity</u> or any of the individuals or business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm? <i>(Attach additional pages if necessary.)</i>		☐ Yes ☐ No
Firm/Company Name	Firm/Company EIN (If available)	Firm/Company's Primary Business Activity
Firm/Company Address		
Explain relationship with the firm and indicate percent of ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this firm?		☐ Yes ☐ No
Individual's Name <i>(Include middle initial)</i>	Position/Title with Firm/Company	
2.1 Does the <u>Business Entity</u> have any <u>construction</u> -related <u>affiliates</u> not identified in the response to question 2.0 above? <i>(Attach additional pages if necessary.)</i>		☐ Yes ☐ No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent of ownership, if applicable <i>(enter N/A, if not applicable)</i> :		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this affiliate?		☐ Yes ☐ No
Individual's Name <i>(Include middle initial)</i>	Position/Title with Firm/Company	
2.2 Has the <u>Business Entity</u> participated in any <u>construction-related Joint Ventures</u> within the past three (3) years? <i>(Attach additional pages if necessary.)</i>		☐ Yes ☐ No
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

III. CONTRACT HISTORY

3.0 Has the Business Entity completed any construction contracts? ☐ Yes ☐ No

If "Yes," list the ten most recent construction contracts the Business Entity has completed using Attachment A – Completed Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc.

If less than ten, include most recent subcontracts on projects up to that number.

3.1 Does the Business Entity currently have uncompleted construction contracts? ☐ Yes ☐ No

If "Yes," list all current uncompleted construction contracts by using Attachment B – Uncompleted Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc.

Note: Ongoing projects must be included.

IV. INTEGRITY – CONTRACT BIDDING

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement? ☐ Yes ☐ No

4.1 Been subject to a denial or revocation of a government prequalification? ☐ Yes ☐ No

4.2 Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? ☐ Yes ☐ No

4.3 Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? ☐ Yes ☐ No

4.4 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract? ☐ Yes ☐ No

4.5 Agreed to a voluntary exclusion from bidding/contracting with a government entity? ☐ Yes ☐ No

4.6 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity? ☐ Yes ☐ No

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

5.0 Defaulted on or been suspended, cancelled or terminated for cause on any contract? ☐ Yes ☐ No

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution (except any disputed work proceeding) in connection with any government contract? ☐ Yes ☐ No

5.2 Entered into a formal monitoring agreement, consent decree or stipulation settlement as specified by, or agreed to with, any government entity? ☐ Yes ☐ No

5.3 Had its surety called upon to complete any contract whether government or private sector? ☐ Yes ☐ No

5.4 Forfeited all or part of a standby letter of credit in connection with any government contract? ☐ Yes ☐ No

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

VI. CERTIFICATIONS/LICENSES

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

6.0 Had a revocation or <u>suspension</u> of any business or professional permit and/or license?	☐ Yes ☐ No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or a federal certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership?	☐ Yes ☐ No

For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

7.0 Been the subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	☐ Yes ☐ No
7.1 Been the subject of: (i.) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or (ii.) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ?	☐ Yes ☐ No ☐ Yes ☐ No
7.2 Received any <u>OSHA</u> citation, which resulted in a final determination classified as <u>serious</u> or <u>willful</u> ?	☐ Yes ☐ No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?	☐ Yes ☐ No
7.4 Had a New York State Labor Law violation deemed willful?	☐ Yes ☐ No
7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws?	☐ Yes ☐ No

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

7.6 Other than previously disclosed, been the subject of any <u>citations</u>, notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of: • <u>Federal</u>, state or local health laws, rules or regulations; • <u>Federal</u>, state or local environmental laws, rules or regulations; • Unemployment insurance or workers compensation coverage or <u>claim</u> requirements; • Any labor law or regulation, which was deemed willful; • Employee Retirement Income Security Act (ERISA); • <u>Federal</u>, state or local human rights laws; • <u>Federal</u>, state or local security laws?	☐ Yes ☐ No

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

Note: Information regarding a determination or finding made in error, which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required.

VIII. LEADERSHIP INTEGRITY

If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.

Within the past five (5) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with any government entity been:

8.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?	☐ Yes ☐ No ☐ N/A
8.1 <u>Suspended</u>, <u>debarred</u> or <u>disqualified</u> from any <u>government contracting process</u>?	☐ Yes ☐ No ☐ N/A
8.2 The subject of a criminal <u>investigation</u>, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	☐ Yes ☐ No ☐ N/A
8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: (i.) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or (ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny	☐ Yes ☐ No ☐ N/A

For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY

9.0 Within the past five (5) years, has the Business Entity or any affiliate received any formal unsatisfactory performance assessment(s) from any government entity on any contract? ☐ Yes ☐ No

If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.1 Within the past five (5) years, has the Business Entity or any affiliate had any liquidated damages assessed over \$25,000? ☐ Yes ☐ No

If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.2 Within the past five (5) years, has the Business Entity or any affiliate had any liens, claims or judgments over \$25,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 90 days? (Note: Including but not limited to tax warrants or liens. Do not include UCC filings.) ☐ Yes ☐ No

If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the Lien holder or Claimants' name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.3 In the last seven (7) years, has the Business Entity or any affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending? ☐ Yes ☐ No

If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.

9.4 What is the Business Entity's Bonding Capacity?

a. Single Project

b. Aggregate (All Projects)

9.5 List Business Entity's Gross Sales for the previous three (3) Fiscal Years:

1st Year (Indicate year)
Gross Sales

2nd Year (Indicate year)
Gross Sales

3rd Year (Indicate year)
Gross Sales

9.6 List Business Entity's Average Backlog for the previous three (3) fiscal years:
(Estimated total value of uncompleted work on outstanding contracts)

1st Year (Indicate year)
Amount

2nd Year (Indicate year)
Amount

3rd Year (Indicate year)
Amount

9.7 Attach Business Entity's most recent annual financial statement and accompanying notes or complete Attachment C – Financial Information, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls.
(This information must be attached.)

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT CONSTRUCTION (CCA-2)**

X. FREEDOM OF INFORMATION LAW (FOIL)

10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).

☐ Yes ☐ No

Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.

If "Yes," indicate the question number(s) and explain the basis for the claim.

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT CONSTRUCTION (CCA-2)**

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

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

_____ Notary Public

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name:

NYS Vendor ID:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:

1.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
2.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
3.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
4.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
5.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name:

NYS Vendor ID:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:

6.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
7.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
8.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
9.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
10.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name:**NYS Vendor ID:**
Question 3.1: List all current uncompleted construction contracts:

1.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
2.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
3.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
4.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount		

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name:**NYS Vendor ID:**

Question 3.1: List all current uncompleted construction contracts:

5.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
6.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
7.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
8.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount		

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name:**NYS Vendor ID:****Question 3.1: List all current uncompleted construction contracts:**

9.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
10.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount	

Grand Total All Uncompleted Contracts	\$0.00

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: _____

As of Date: _____

ASSETS

Current Assets

1. Cash		\$	_____	-
2. Accounts receivable - less allowance for doubtful accounts	\$	_____	-	
Retainers included in accounts receivable	\$	_____	-	
Claims included in accounts receivable not yet approved or in litigation	\$	_____	-	
Total Accounts Receivable		\$	_____	-
3. Notes receivable - due within one year		\$	_____	-
4. Inventory - materials		\$	_____	-
5. Contract costs in excess of billings on uncompleted contracts		\$	_____	-
6. Accrued income receivable				
Interest	\$	_____	-	
Other (list) _____	\$	_____	-	
_____	\$	_____	-	
Total Accrued Income Receivable		\$	_____	-
7. Deposits				
Bid and Plan _____	\$	_____	-	
Other (list) _____	\$	_____	-	
_____	\$	_____	-	
Total Deposits		\$	_____	-
8. Prepaid Expenses				
Income Taxes	\$	_____	-	
Insurance	\$	_____	-	
Other (list) _____	\$	_____	-	
_____	\$	_____	-	
Total Prepaid Expenses		\$	_____	-
9. Other Current Assets				
Other (list) _____	\$	_____	-	
_____	\$	_____	-	
Total Other Current Assets		\$	_____	-
10. Total Current Assets				\$ _____ -
11. Investments				
Listed securities-present market value	\$	_____	-	
Unlisted securities-present value	\$	_____	-	
Total Investments				\$ _____ -

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION

NYS Vendor ID: _____

12. Fixed Assets

Land	\$	-	
Building and improvements	\$	-	
Leasehold improvements	\$	-	
Machinery and equipment	\$	-	
Automotive equipment	\$	-	
Office furniture and fixtures	\$	-	
Other (list) _____	\$	-	
	\$	-	
Total		\$	-
Less: Accumulated depreciation		\$	-
Total Fixed Assets - Net			\$ -

13. Other Assets

Loans receivable			
Officers	\$	-	
Employees	\$	-	
Shareholders	\$	-	
Cash surrender value of officers' life insurance	\$	-	
Organization expense – net of amortization	\$	-	
Notes receivable - due after one year	\$	-	
Other (list) _____	\$	-	
	\$	-	
Total Other Assets		\$	-

14. TOTAL ASSETS

\$ -

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION

NYS Vendor ID: _____

LIABILITIES

Current Liabilities

15. Accounts payable	\$	_____ -
16 a. Loans from shareholders - due within one year	\$	_____ -
16 b. Other Loans - due within one year	\$	_____ -
17. Notes payable - due within one year	\$	_____ -
18. Mortgage payable - due within one year	\$	_____ -
19. Other payables - due within one year		
Other (list) _____	\$	_____ -
_____	\$	_____ -
Total Other Payables - due within one year	\$	_____ -
20. Billings in excess of costs and estimated earnings	\$	_____ -
21. Accrued expenses payable		
Salaries and wages	\$	_____ -
Payroll taxes	\$	_____ -
Employees' benefits	\$	_____ -
Insurance	\$	_____ -
Other	\$	_____ -
Total Accrued Expenses Payable	\$	_____ -
22. Dividends payable	\$	_____ -
23. Income taxes payable		
State	\$	_____ -
Federal	\$	_____ -
Other	\$	_____ -
Total Income Taxes Payable	\$	_____ -
24. Total current liabilities	\$	_____ -
25. Deferred income taxes payable		
State	\$	_____ -
Federal	\$	_____ -
Other	\$	_____ -
Total Deferred Income Taxes	\$	_____ -
26. Long Term Liabilities		
Loans from shareholders - due after one year	\$	_____ -
Other Loans - due within one year		
Principle	\$	_____ -
Interest	\$	_____ -
Notes payable - due after one year	\$	_____ -
Mortgage - due after one year	\$	_____ -
Other payables - due after one year	\$	_____ -
Other (list) _____	\$	_____ -
_____	\$	_____ -
Total Long Term Liabilities	\$	_____ -

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: _____

27. Other Liabilities

Other (list) _____	\$ _____
_____	\$ _____
_____	_____

Total Other Liabilities

\$ _____

28. TOTAL LIABILITIES

\$ _____

NET WORTH

29. Net Worth (if proprietorship or partnership)

\$ _____

30. Stockholders' Equity

Common stock issued and outstanding	\$ _____
Preferred stock issued and outstanding	\$ _____
Retained earnings	\$ _____
Total	\$ _____
Less: Treasury stock	\$ _____

31. TOTAL STOCKHOLDERS' EQUITY

\$ _____

32. TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY

\$ _____

Office of the State Comptroller
DIVISION OF PRE-AUDIT AND ACCOUNTING RECORDS
BUREAU OF STATE EXPENDITURES

New York State Labor Law, Section 220-a

Prime Contractor's Certification (AC 2947)

1. That I am an officer of _____
and am duly authorized to make this affidavit on behalf of the prime contractor on public contract
No. _____.
2. That I fully comprehend the terms and provisions of Section 220-a of the Labor Law.
3. That, except as herein stated, there are no amounts due and owing to or on behalf of laborers
employed on the project by the contractor. (Set forth any unpaid wages and supplements, if none,
so state).

Name

Amount

4. That the contractor hereby files every verified statement(s) required to be obtained by the
contractor from the subcontractor(s).
5. That, upon information and belief, except as stated herein, all laborers (exclusive of executive
or supervisory employees) employed on the project have been paid the prevailing wages and
supplements for their services through _____, (if more than one subcontractor
list name and date separately) the last day worked on the project by their subcontractor(s), (Set
forth any unpaid wages and supplements, if none, so state and utilize clause 5 (A)).

Name

Amount

- (5A) That the contractor has no knowledge of amounts owing to or on behalf of any laborers of its
subcontractor(s).

New York State Labor Law, Section 220-a

Prime Contractor's Certification (AC 2947) – page 2

6. In the event it is determined by the Commissioner of Labor that the wages or supplements or both of any such subcontractor(s) have not been paid or provided pursuant to the appropriate schedule of wages and supplements, then the contractor shall be responsible for payment of such wages and supplements pursuant to the provision of Section 223 of the Labor Law.

Signature_____
Print Name_____
Title**ACKNOWLEDGEMENT:**STATE OF NEW YORK
COUNTY OF _____ : SS.:

On this _____ day of _____ 20_____

Before me personally came _____ to me
known and known to me to be the person described in and who executed for foregoing instrument
and acknowledged that she/he executed the same

Notary Public_____
County

If this affidavit is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See CPLR 2309(c); Real Property Law, 311, 312).

Office of the State Comptroller
DIVISION OF PRE-AUDIT AND ACCOUNTING RECORDS
BUREAU OF STATE EXPENDITURES

New York State Labor Law, Section 220-a

Subcontractor's Certification (AC 2948)

1. That I am an officer of _____
a subcontractor on public contract No. _____ and I am
duly authorized to make this affidavit on behalf of the firm.
2. That I make this affidavit in order to comply with the provisions of Section 220-a of the Labor Law.
3. That on _____ we received from _____
the prime contractor a copy of the initial/revised schedule of wages and supplements
Prevailing Wage Schedule Case Number _____ (PRC) specified in the public
improvement contract.
4. That I have reviewed such schedule(s), and agree to pay the applicable prevailing wages and
to pay or provide the supplements specified therein.

Signature

Print Name

Title

ACKNOWLEDGEMENT:

STATE OF NEW YORK
COUNTY OF _____: SS.:

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

Notary Public

County

If this affidavit is verified by an oath administered by a notary public in a foreign country other
than Canada, it must be accompanied by a certificate authenticating the authority of the notary who
administers the oath. (See CPLR 2309(c); Real Property Law, 311, 312).

Office of the State Comptroller
DIVISION OF PRE-AUDIT AND ACCOUNTING RECORDSD
BUREAU OF STATE EXPENDITURES

New York State Labor Law, Section 220-a

Sub-subcontractor's Certification (AC 2958)

1. That I am an officer of _____
a subcontractor to _____ a subcontractor
of _____, the prime contractor on public improvement
contract No. _____ and I am duly authorized to make this affidavit on behalf of the
firm.
2. That I make this affidavit in order to comply with the provisions of Section 220-a of the Labor Law.
3. That on _____ we received from _____
the (subcontractor of the) (contractor) a copy of the (initial) (revised) schedule of wages and
supplements Prevailing Rate Schedule Case Number _____ (PRC) specified in the public
improvement contract.
4. That I have reviewed such schedule(s), and agree to pay the applicable prevailing wages and
to pay or provide the supplements specified therein.

Signature

Print Name

Title

ACKNOWLEDGEMENT:

STATE OF NEW YORK
COUNTY OF _____ :SS.:

On this _____ day of _____ 20 _____ before me personally came
_____ to me
known and known to me to be the person described in and who executed for foregoing instrument
acknowledged that she/he executed the same.

Notary Public

County

If this affidavit is verified by an oath administered by a notary public in a foreign country other
than Canada, it must be accompanied by a certificate authenticating the authority of the notary who
administers the oath. (See CPLR 2309(c); Real Property Law, 311, 312).

**Office of the State Comptroller
DIVISION OF PRE-AUDIT AND ACCOUNTING RECORDS
BUREAU OF STATE EXPENDITURES**

**New York State Labor Law, Section 220-a
Subcontractor's Certification**

1. That I am an officer of _____
A subcontractor on public contract No. _____
and I am duly authorized to make this affidavit on behalf of the firm.
2. That I make this affidavit in order to comply with the provisions of Section 220-1 of the Labor Law.
3. That on _____ we received from _____
the prime contractor a copy of the initial/revised schedule of wages and supplements
Prevailing Rate Schedule Case Number _____ (PRC) specified in
the public improvement contract.
4. That I have reviewed such schedule(s), and agree to pay the applicable prevailing wages
and to pay or provide the supplements specified therein.

Signature

Print Name

Title

ACKNOWLEDGEMENT:

STATE OF _____

COUNTY OF _____ : SS.:

On this _____ day of _____ 20____

before me personally came _____
to me known and known to me the person described in who executed the foregoing instrument
and acknowledged that he/she executed the same.

Notary Public

County

If this affidavit is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the Notary who administers the oath. (See CPLR§2309(c); real Property Law, §311, 312).

Office of the State Comptroller
DIVISION OF PRE-AUDIT AND ACCOUNTING RECORDS
BUREAU OF STATE EXPENDITURES

New York State Labor Law, Section 220-a
Sub-subcontractor's Certification

1. That I am an officer of _____ a subcontractor
of _____, the prime contractor on public improvement
contract no. _____ and I am duly authorized to make this affidavit on behalf of the
firm.
2. That I make this affidavit in order to comply with the provisions of section 220-a of the Labor Law.
3. That on _____ we received from
the _____ a copy of the _____ schedule of wages and supplements
Prevailing Rate Schedule Case Number _____ (PRC) specified in the public
improvement contract.
4. That I have reviewed such schedule(s), and agree to pay the applicable prevailing wages and to
pay or provide the supplements specified therein.

Signature

Print Name

Title

ACKNOWLEDGEMENT:

STATE OF NEW YORK
COUNTY OF _____

: ss.:

On this _____ day of _____ 20____

before me personally came _____ to me
known and known to me to be the person described in and who executed the foregoing instrument and
acknowledged that he executed the same.

Notary Public

County

If this affidavit is verified by an oath administered by a notary public in a foreign country other than
Canada, it must be accompanied by a certificate authenticating the authority of the notary who
administers the oath. (See CPLR § 2309 (c); Real Property Law, § 311, 312).

Model Language to Obtain the Offerer Disclosure of Prior Non-Responsibility Determinations

Note: Government Entities may wish to consider integrating this language in their existing forms.

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms “Offerer” and “Governmental Entity” are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such Contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement.

As an alternative to this form, the Governmental Entity may elect to incorporate this disclosure question into its procurement questionnaire, such as the New York State

Standard Vendor Responsibility Questionnaire set out at
<http://www.ogs.state.ny.us/procurecounc/pdftoc/BestPractice.pdf>.

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No

Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No

Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No

Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Signature

Name: _____

Title: _____

**Contractor Certification to Covered Agency**

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-CA

(12/11)

For information, consult Publication 223, Questions and Answers Concerning Tax Law Section 5-a (see Need Help? on back).

Contractor name				For covered agency use only Contract number or description		
Contractor's principal place of business		City	State			ZIP code
Contractor's mailing address (if different than above)						Estimated contract value over the full term of contract (but not including renewals)
Contractor's federal employer identification number (EIN)			Contractor's sales tax ID number (if different from contractor's EIN)			
Contractor's telephone number			Covered agency name			\$
Covered agency address						Covered agency telephone number

I, _____, hereby affirm, under penalty of perjury, that I am _____
(name) (title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

☐ The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

☐ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
(insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. See *Need help?* for more information on how to obtain this publication. In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF _____ }
: _____ SS.:
COUNTY OF _____ }

On the ____ day of _____ in the year 20____, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _____ he resides at _____, Town of _____, County of _____, State of _____; and further that:

[Mark an **X** in the appropriate box and complete the accompanying statement.]

☐ (If an individual): _____ he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ (If a corporation): _____ he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _____ he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _____ he is a _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _____ he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): _____ he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that _____ he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?



Visit our Web site at **www.tax.ny.gov**

- get information and manage your taxes online
- check for new online services and features



Telephone assistance

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082



Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.



Gender-Based Violence and the Workplace Certification

New York State Finance Law §139-M requires bidders on competitive state procurements to certify that they have a written policy addressing gender-based violence and the workplace and that such policy meets the following minimum requirements:

- **Share Information:** Employers must provide information regarding gender-based violence where employees can see and access it, including displaying the NYS Domestic and Sexual Violence Hotline information and a gender-based violence and the workplace poster.
- **Refer Employee-Survivors to Services:** The policy must require that the employer refer employees who disclose current or past victim status to the NYS Domestic and Sexual Violence Hotline and/or a local service provider. For bidders outside of New York State, referrals should be made to a local provider or statewide hotline. While referrals are required to be provided by the employer, it is not required for the employee to access services.
- **Prohibit Retaliation:** The policy must clearly state that discrimination or retaliation against employees who identify as victims or survivors of gender-based violence is prohibited.
- **Comply with Laws:** Ensure your policy follows State law. For employers based in New York State, this means that the policy must follow the SAFE Leave Act, New York State Human Rights Law, and any other relevant laws and regulations.
- **Offer Implementation Support:** OPDV is able to assist employers in developing and implementing this policy. Employers must provide information to supervisors and human resources, where available, about this technical assistance from OPDV. OPDV can be contacted at workplace@opdv.ny.gov.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing gender-based violence and the workplace and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law.

Organization's signature below certifies its compliance with State Finance Law §139-M.

Organization: _____

By (signature): _____

Name (Please Print): _____

Title: _____

Date: _____

This form must be signed by an authorized executive or legal representative.

If the organization cannot make the above certification, they must provide an attached statement with their bid detailing the reasons therefor.

Contractors Release

The undersigned hereby acknowledges that pursuant to Contract/Purchase Order Number _____ dated ____ / ____ / ____ , where in the undersigned agreed to perform the work contained in Project Number _____ titled _____ the State University of New York has paid or will pay the undersigned, or entity represented by or through the undersigned, the sum of _____ (\$ _____) dollars.

The said amount is the full and entire sum due from the State University of New York to the undersigned under the above contract, except for monies retained by the University pursuant to the provisions of contract, including, but not limited to, money, if any, due to the undersigned by reason of extra work, labor or materials furnished or performed in connection with, relating to, or arising out of the subject matter of said contract. In consideration of such payment, the undersigned hereby releases and discharges the State of New York and the State University of New York, their officers, agents and employees, of and from all claims of liability to the undersigned for anything furnished or performed in connection therewith, relating to or arising out of the contract or out of the work covered by said contract, including, but not limited to, all claims for extra work, labor or materials and for any prior act, neglect, or default on the part of the State of New York or the State University of New York or any of their officers, agents, or employees in connection therewith, except for the aforesaid retained monies.

The undersigned further acknowledges that neither the aforesaid payment nor acceptance by the State University of New York of the work covered by the above contract shall in any way or manner operate as, or constitute, a release or waiver of the undersigned's obligations, undertakings, or liabilities under said contract or in any way affect or limit the same.

In witness whereof, the undersigned has caused its name to be subscribed and its seal affixed this _____ day of _____ 20____ .

Name of Contractor

Signature (Officer of the Company)

Name

Title

Division 1 - General Requirements
SECTION A - Description of Work

1. Work to be Done

The work to be done under the Contract, in accordance with the Contract Documents, consists of performing, installing, furnishing and supplying all materials, equipment, labor and incidentals necessary or convenient for the construction of Project Number C071159, titled Nelson A. Rockefeller Expansion and carry out all of the duties and obligations imposed upon the Contractor by the Contract Documents.

The main features of the work shall include, but not be limited to the following:

Binghamton University is seeking a qualified contractor to create a 5,500 square foot addition to Nelson A. Rockefeller Collegiate Center consisting of a skills lab, multipurpose room, student lounge, supporting staff offices, with minor renovations within the existing building.

2. Work Not Included:

Work not included in the work of the Contract are those items marked "N.I.C"; movable furnishings, except those specifically specified or indicated on the Drawings; and items marked "by others".

SECTION B - Alternates

1. General

- a. Refer to Proposal Form. State thereon the amount to be added to or deducted from the Total Bid for the Alternates described herein.
- b. Extent and details of the Alternates are indicated on the Drawings, and described in the Specifications.
- c. Where reference is made in the description of the Alternate to products, materials, or workmanship, the specification requirements applicable to similar products, materials or workmanship in the Total Bid shall govern the products, materials, and workmanship of the Alternate as if these specification requirements were included in full in the description of the Alternates.

2. Alternates

For each alternate, refer to respective drawings listed after the corresponding cover sheet (e.g. G1.0.2 – COVER SHEET – ALTERNATE 1)

- A. Alternate No. 1: Additional of Skylight above Student Lounge
 1. Base Bid: No scope.
 2. Alternate: Construction of metal-framed skylight
 - a. Architectural: Removal of panel ceiling from footprint of skylight. Addition of new gypsum board soffit, roof curb with flashing and metal-framed skylight.
 - b. Mechanical: The installation of alternate grille option in vertical wall below skylight.
 - c. Plumbing: Alternate locations of roof drains.
- B. Alternate No. 2: Bike Lane. Contracts with scope as part of this alternate: General Contractor.

1. Base Bid: Construction of a 6'-0" concrete sidewalk.
 2. Alternate: The proposed bike lane runs the length of the site along West Drive with a 6'-0" concrete sidewalk and an 8'-0" asphalt bike lane bordered by a 6" concrete curb. The scope of work also includes relocating two existing street light poles, installing a third pole, and adding two new crosswalks and a bike lane stencil. To manage stormwater runoff from the surrounding area, a new french drain with a 6" perforated HDPE storm pipe will be installed at the edge of the concrete curb.
- C. Alternate No. 3: Electrical Duct Bank. Contracts with scope as part of this alternate: General Contractor, Electrical.
1. Base Bid: No scope.
 2. Alternate: The electrical duct bank work is part of a campus-wide electrical upgrade to avoid removing newly constructed hardscape features, the section of the duct bank that runs through the site is included in the project as an alternate. The scope includes installing a 10-way concrete encased electrical duct bank extending from an existing stub out, running along West Drive at the north end of the site. A 4-way concrete encased electrical duct bank will also connect to an existing manhole and run beneath the asphalt path east of the new addition.

SECTION C - Special Conditions

1. Time Progress Schedule

- a. The Contractor shall schedule the Work for expeditious completion in accordance with Section 3.01(2) of the Agreement. The proposed schedule must be established in cooperation with the Campus and account for Campus calendar restrictions listed in this section that affect the Contractor's access to the work areas and construction activities. At each periodic meeting, the Time Progress Schedule required by Section 3.02 of the Agreement shall be reviewed for compliance with phasing requirements. Revise and update the Time Progress Schedule to properly depict the work required to maintain continuity of campus operations.
- b. First phases of work shall include appropriate time in the schedule for: (1) understanding Campus operations, training crews, acclimating trades and Campus to sequence and apportionment of activities; (2) additional meetings (up to twice a week during the first twelve weeks after the Notice to Proceed) with the Owner, consultant and the Contractor's principals, project manager and those of its significant subcontractors; (3) re-sequencing activities to recover from start-up delays in the progressive operation of interrelated work and (4) other activities commonly associated with the start-up of field work.
- c. Academic Calendar: The Contractor is advised that the Campus intends to maintain a full institutional program throughout the Project duration. The Campus will make continuous use of adjacent spaces, buildings and site, except where work is scheduled or specified to occur. All Contract work must be scheduled and performed without causing unscheduled interruption of the normal institutional activities and processes. The Contractor shall coordinate his work with the following Campus Calendar, and No Utility shutdowns will be permitted during Registration, Study Periods, Exam Periods, or Commencement.

<http://www.binghamton.edu/academics/academic-calender.html>

- d. The work site will be available to begin construction immediately upon Notice to Proceed or on _____. Unless otherwise indicated, normal working hours on the campus are between 7:00 AM and 4:00 PM. Sequence the work in phases to meet the following interim milestones dates:
- e. On the Date of Substantial Completion in the Proposal, access to the work area for any

uncompleted work and for punch list items shall be restricted to after 5:00 PM and prior to 7:00 AM and comply with the following:

1. Methods of performing work shall not hinder or disrupt the Campus' occupancy, reduce Campus provided levels of cleanliness and ambient environmental conditions and affect building systems, services, and utilities serving the building unless, upon completion of each shift's work that is performed outside of normal Campus work hours, the Contractor provides cleaning to return the work areas to a similar level of cleanliness as normally provided by the Campus, returns spaces to their normal ambient environmental conditions and restores building systems, services, and utilities serving the occupancy.
 2. No material or equipment shall remain inside the building unless in the active use and control of Contractor personnel.
 3. The Contractor shall provide all utility relocations and re-routings necessary to maintain the existing utilities at their current level of service, including limiting their shutdowns for tie-ins and cutovers to those periods specified. All new work shall be in place, tested and accepted prior to performing a shutdown for the required tie in.
- f. Time Delay Allowance: In addition to the requirements of Article III of the Agreement, the base bid contract duration to perform the work specified in the proposal shall include not less than five (5) consecutive and/or non-consecutive eight hour working days in the Time Progress Schedule for delays that are of no fault of the Contractor or any of its subcontractors or suppliers, or caused by events or conditions that could not be reasonably anticipated. Provide notice of delay per Section 3.04 and request use of this time allowance. When approved by Consultant, the time allowance is expended for each work day that the contractor is unable to work and all delay time used is tracked in the Time Progress Schedule. After this base bid time allowance for delay is expended, comply with the requirements of Article III for any additional delays.

2. Cutting and Patching

- a. The Contractor shall do all cutting, fitting, and patching of its work that may be required to make its several parts come together properly and fitted as shown upon or reasonably implied from the Drawings and Specifications for the completed project.
- b. Any cost caused by defective or ill-timed work shall be borne by the Contractor. Except as otherwise expressly provided in the Contract Documents, the Contractor shall not cut or alter the work of any other Contractor or existing work without the consent of the University.
- c. Existing construction, finishes, equipment, wiring, etc., that is to remain and which is damaged or defaced by reason of work done under this contract shall be restored by the Contractor to a condition satisfactory to the University, or replaced with new, at no additional cost.
- d. Existing surfaces, materials, and work shall be prepared as necessary to receive the new installations. Such preparatory work shall be as required by the conditions and in each case shall be subject to approval by the University.
- e. Newly exposed work or surfaces which are presently concealed shall be made to match existing corresponding or adjoining new surfaces as directed, and the materials and methods to be employed shall be subject to approval by the University.
- f. All new, altered, or restored work in the building shall match existing corresponding work in the material, construction finish, etc., unless otherwise specified or required by the drawings.

3. Clean-Up

- a. Periodic Cleaning: The Contractor shall at all times during the progress of the work keep the Site free from accumulation of waste matter or rubbish and shall confine its apparatus, materials and operations of its workmen to limits prescribed by law or by the Contract Limit Lines, except as the latter may be extended with the approval of the University. Cleaning of the structure(s), once enclosed, must be performed daily and removal of waste matter or rubbish must be performed at least once a week.
- b. Final Clean Up: Upon completion of the work covered by the Contract, the Contractor shall leave the completed project ready for use without the need of further cleaning of any kind and with all work in new condition and perfect order. In addition, upon completion of all work, the Contractor shall remove from the vicinity of the work and from the property owned or occupied by the State of New York, the State University of New York or the University, all plant, buildings, rubbish, unused materials, concrete forms and other materials belonging to it or used under its direction during construction or impairing the use or appearance of the property and shall restore such areas affected by the work to their original condition, and, in the event of its failure to do so, the same shall be removed by the University at the expense of the Contractor, and it and its surety shall be liable therefor.

4. Temporary Access and Parking

- a. Access to the building sites for delivery of construction material, personnel and/or equipment shall be made only from the Bunn Hill service entrance drive. Construction material delivery access to the Library Building shall be made at the loading dock on the east side of the building.
- b. The Contractor and his employees shall protect all permanent improvements to remain, all curbs, pavements and other improvements adjacent to work areas liable to injury.
- c. Prior to bidding each project, it shall be the responsibility of the Project Coordinator to schedule a meeting with Campus Parking Services to discuss the location for parking and staging areas for that particular project. This group will work together to determine the best location for contractor parking and staging and will designate parking lots which will be assigned for this use. Specific lots will be suggested based on campus needs and the availability of spaces during the timeframe of construction. The following campus standards will be incorporated into the documentation provided to the contractors for inclusion in the project.
- d. Cost
 - Annual – Contractor permits are available from Parking Services for \$160.00 per year per academic year (valid from Aug 15th to the following year Aug 11th).
 - Semester Only - Contractor permits are available for the Fall (valid from Aug 15th to Jan 12th) or Spring (valid from Jan 13th to May 31st) semester for \$105.00.
 - Summer Only – Contractor permits for summer parking (valid from May 17th to Aug 15th) are available for \$80.00.
 - One Calendar Month – valid for 30 days from purchase \$70.00

Permit validity dates are subject to change based on the Academic Calendar Year

- e. Contractor Parking Areas – Contractor permits are ONLY valid in the following location during the Fall, Spring, and summer Semesters. Contact the Parking Services Office for special requests for contractor parking.
 - a. Lot G1
 - b. Lot ZZ North

c. Lot ZZ South

- f. Contractors need to know the License Plate information of the vehicle they wish to register.
- g. Parking Violations – contractors must follow all rules and regulations. These rules and regulations can be found on our website at <https://www.binghamton.edu/services/transportation-and-parking/parking> Contractors will be responsible for all violations.

4.1 Additional Parking Requirements

a. Loading Dock Regulations:

Campus loading docks may be used for intermittent loading and unloading of Contractor's materials, personnel and tools but not for parking of the delivery vehicle. All other vehicles (workers and company owned) are to use University parking lots and be subject to all applicable campus parking regulations and fees. Loading and unloading at campus loading docks is to be coordinated with the Project Coordinator. Temporary parking for loading or unloading at locations other than an existing loading dock shall be arranged with prior approval by the campus and should also be coordinated with the Project Coordinator.

b. Parking in Construction Site Staging Areas:

Generally, parking at the construction site is prohibited. If a space can be made available in the staging area, one Contractor vehicle will be allowed for each Prime Contractor assigned to the project. All remaining vehicles (worker, company, supplier, subcontractor, or vendor owned) will be subject to all applicable campus parking regulation and fees as stated above. The contractor shall keep access routes and parking areas free of debris and other obstructions resulting from the work.

c. Parking and Traffic Violations

The University requires that all vehicles conform to New York State Department of Motor Vehicle rules and regulations regarding registration, insurance, and safety inspections. In addition, violations of the Vehicle and Traffic Law or any other applicable traffic ordinance will be processed in accordance with the requirements of the applicable law.

The University seeks to assure that safe and accessible parking is available for intended users and that University business may be conducted in a safe and orderly fashion. In addition, access at all times must be available for emergency and critical service equipment.

The responsibility for finding a valid parking space, as well as determining whether a parking permit is valid, rests with the vehicle operator. Since parking spaces are limited, purchase of a parking permit does not assure a parking space. Lack of an available space is not justification for violating University parking regulations.

Vehicles must be parked within the boundaries of a valid parking space. This means that there is no parking on crosswalks, on sidewalks, on off-pavement areas, at yellow curb areas, beyond the end of a marked row, in bus or loading zones, and in traffic lanes or barricaded or closed areas. Personal notes of explanation left on vehicles or the fact that other vehicles are parked illegally do not constitute justification for parking in violation of the regulations.

Tickets will be issued, and parking fines assessed, for the following violations:

1. Parking in a fire-safety zone: \$100

2. * No current permit: \$40
3. Parking in disabled zone: \$150
4. * Overtime parking (meters): \$40
5. No Parking restricted area: \$40
6. Commuter lot overnight: \$40
7. Forged altered permit: \$50
8. * State registration expired: \$40
9. * State inspection expired: \$40
10. Official business violation: \$40
11. Plate not properly displayed: \$40.
12. First-year not permission: \$40
13. Multiple vehicles-one permit: \$50
14. Not a valid parking space: \$40
15. Permit not valid in area: \$40
16. Parked on or over the line: \$40
17. Over posted time – no flashers: \$40

*Citation may be eligible for waiving with a courtesy card: see Rules and Regulations – courtesy cards.

Generally, the Contractor shall restrict parking to one company owned vehicle in a conventional parking space in the vicinity on the Library Building. Such parking of the vehicle shall not be at the library loading dock. The dock may be used for intermittent loading and unloading of Contractor's materials, personnel and tools but not for interim parking of the delivery vehicle. All other vehicles (workers and company owned) are to utilize University parking lots and be subject to all applicable campus parking regulations and fees. Loading and unloading at the loading dock is to be coordinated with the Owner's project coordinator.

5. Field Meetings

Periodic job meetings will be scheduled by the Consultant and the University during the course of construction. The Contractor, and, upon request of the Consultant and the University, its principal subcontractors and manufacturer's representatives, shall attend such meetings and be prepared to furnish answers to questions on progress, workmanship, or any other subject on which the Consultant and the University might reasonably require information.

6. Operating Instructions and Manuals

The Contractor shall furnish three (3) complete sets of operating instructions and manuals which shall include definite and specific instructions on all mechanical and electrical systems involved in the Project. Said instructions and manuals should set forth: (1) the manner of operation; (2) the necessary precautions and care to be followed; (3) periodic prevention maintenance requirements; and (4) a complete set of spare parts lists, catalogs, service manuals and manufacturing data on said systems. Said instructions and manuals are to be made available by the Contractor for review and comment by the University a minimum of six (6) weeks prior to the scheduled completion of the Project.

7. Utility Shutdowns and Cut Overs

- a. Except as otherwise expressly provided in the Contract Documents, the Contractor shall be responsible for submitting to the University, for its approval, a proposed schedule of all utility shutdowns and Cut overs of all types which will be required to complete the Project; said schedule should contain a minimum of two (2) week's advance notice prior to the time of the proposed shutdown and cut over. Most campuses of the State University of New York are in full operation 12 months of the year, and shutdowns and Cut overs, depending upon their type, generally must be scheduled on weekends, at night, or during holiday periods. The contract

consideration is deemed to include all necessary overtime and all premium time, if any, that is required by the Contractor to complete the shutdowns or Cut overs.

- b. Temporary Connections: In the event the Contractor shall disrupt any existing services, the Contractor shall immediately make temporary connection to place such service back into operation and maintain the temporary connection until the Contractor makes the permanent connection. All work must be acceptable to the University.

8. Temporary Power for Construction Activities

Electrical energy will be available at no cost to the Contractor from existing outlets or panels from locations approved by the College. This power may be used for small power tools (not exceeding 1/2 HP), etc., and the Contractor shall not exceed the capacity of the existing circuits being used. The Contractor shall be responsible for providing all necessary connections, cables, etc. and removal of the same at completion of construction with approval from the University. The Contractor shall in no way modify the existing circuits at the panel boards to increase capacities of the circuits. If the required power load exceeds the capacities of the available power sources, the Contractor shall be responsible and pay for furnishing and installing all necessary temporary power poles, cables, fused disconnect switches, transformers and electric meters necessary to provide a temporary power system for the project, and remove the same at completion. Install all temporary wiring and equipment and make all connections in conformity with the National Electrical Code. Make all replacements required by temporary use of the permanent wiring system. Provide ground fault protection.

9. Sanitary Facilities

The Contractor will be permitted to use existing toilet and janitor closet facilities as designated by the College provided the existing facilities are not misused, defaced, or left in an unsanitary condition. If the University deems that the existing facilities have been subject to misuse or left unsanitary, the Contractor shall be informed and caused to install and maintain (at its own cost) temporary, sanitary facilities at approved locations. The Contractor shall also be held responsible for the cost of cleaning and repair of any damage to said existing facilities and adherence to health and sanitary codes of the State of New York.

10. Temporary Heat

- a. In those locations where it is required by the conditions of the work, the Contractor shall provide and pay for all temporary heating, coverings and enclosures necessary to properly protect all work and materials against damage by dampness and cold, dry out the work, and facilitate the completion thereof. Fuel, equipment, materials, operating personnel and the methods used therefor shall be at all times satisfactory to the University and adequate for the purpose intended. The Contractor shall maintain the critical installation temperatures, provided in the technical provisions of the specifications hereof, for all work in those areas where the same is being performed.
- b. Maintenance of proper heating, ventilation and adequate drying out of the work is the responsibility of the Contractor. Any work damaged by dampness, insufficient or abnormal heating shall be replaced to the satisfaction of the University by and at the sole cost and expense of the Contractor.
- c. The Contractor shall provide all necessary, temporary heating for the efficient and effective work by itself and all trades engaged in the work. Unless otherwise specified, the minimum temperature shall be 50 degrees F at all places where work is actually being performed within the project (where enclosed). Before and during the placing of wood finish and the application of other interior finishing, varnishing, painting, etc., and until final acceptance by the University of all work covered by the Contract, the Contractor shall, unless otherwise specified in the Contract

Documents, provide sufficient heat to produce a temperature of not less than 68 degrees F nor more than 78 degrees F.

11. Temporary Light

The contractor shall install, maintain and remove Underwriter's Label temporary lighting sockets, light bulbs, and intermittent power sockets as approved by the University. The minimum temporary lighting to be provided is at the rate of 1/4 watt per square foot and be maintained for 24 hours, 7 days per week at stairs and exit corridors; in all other spaces, temporary lighting is to be maintained during working hours. Installation shall be in accordance with the National Electric Code.

12. Temporary Water for Construction Purposes

Water for construction is available through the campus system without charge to the Contractor from location designated by the College. The Contractor shall obtain the necessary permission, make all connections, as required, furnish and install all pipes and fittings, and remove the same at completion of work. The Contractor must provide for waste water discharge and shall take due care to prevent damage to existing structures or site and the waste of water. All pipes and fittings must be maintained in perfect condition at all times.

13. Conducting Work

- a. All work is to be conducted in such a manner as to cause a minimum degree of interference with the College's operation and academic schedule.
- b. Safe and direct entrance to and exiting from the existing buildings shall be maintained at all times during regular hours while construction is in progress.
- c. No construction work will start in any area until the Contractor has all the required materials on-site.
- d. The Contractor and its employees shall comply with College regulations governing conduct, access to the premises, and operation of equipment.
- e. The building shall not be left "open" overnight or during any period of inclement weather. Temporary weather tight closures shall be provided for/by the Contractor to protect the structure and its contents.

14. Safety and Protective Facilities

- a. The Contractor shall provide the necessary safeguards to prevent accidents, to avoid all necessary hazards and protect the public, the Staff, students, the work and property at all times, including Saturdays, Sundays, holidays and other times when no work is being done.
- b. The Contractor shall erect, maintain and remove appropriate barriers or other devices, including mechanical ventilation systems, as required by the conditions of the work for the protection of users of the project area, the protection of the work being done, or the containment of dust and debris. All such barriers or devices shall be provided in conformance with all applicable codes, laws and regulations, including OSHA and National Fire Prevention Association 241, for safeguarding of structures during construction.

15. Protection of Existing Structures, Vegetation and Utilities

The Contractor, during the course of its work, shall not damage any buildings, structures and utilities, public

or private, including poles, signs, services to buildings, utilities in the street, gas pipes, water pipes, hydrants, sewers, drains and electric power and lighting and telephone cables, lawns, curbs, plants and other improvements. Any damage resulting from the Contractor's operations shall be repaired or replaced at its expense.

16. Abbreviations and References

The following abbreviations may be used in these Specifications:

N.A.	Not Applicable
N.I.C	Not in Contract.
Fed. Spec. or F.S.	Federal Specifications
SUCF	State University Construction Fund
University or SUNY	State University of New York
College	A Campus of the State University of New York

17. Use of Elevators

The Contractor shall be permitted to make temporary use of elevators designated by the University and provided such use does not interfere with the normal activities of the College. Large and heavy items shall not be placed in elevators, and suitable padding shall be provided whenever a cab is used for construction purposes. Elevator pits shall be kept free of debris and dust by frequent cleaning out. The elevators shall be restored to original condition satisfactory to the University at the end of construction activities. Use of the top of the elevator may be permitted after obtaining approval of the University.

18. Salvage of Materials

Remove and legally dispose of all debris and other materials resulting from the alterations to State University property. The following items shall remain the property of the University and shall be stored at the site as directed by the University:

19. Storage of Materials

- a. The Contractor shall store materials and equipment within the contract limits in areas on the site as designated by the University.
- b. All materials shall be stored in a neat and orderly manner, and shall be protected against the weather by raised floored weatherproof temporary storage facility or trailer.
- c. Security for stored materials shall be the responsibility of the Contractor.
- d. Storage of materials is not permitted on the roof of any building.

20. Shop Drawings and Samples - (Refer to Section 2.19 of the Agreement)

- a. The Contractor shall submit to the University for its approval five (5) sets of prints of all shop drawings required by the specifications. Those marked:

"REJECTED" are not in accordance with the Contract Documents and shall be resubmitted.

"REVISE AND RESUBMIT" Contractor shall correct and resubmit.

"MAKE CORRECTIONS NOTED": The contractor shall comply with corrections and may proceed.

Resubmittal is not required.

"APPROVED - NO EXCEPTIONS TAKEN": The contractor may proceed.

- b. All shop drawings and/or submittals used on the construction site must bear the impression of the consultant's review stamp as well as the General Contractor's review stamp, indicating the status of review and the date of review.
- c. All shop drawings shall reflect actual site conditions and accurate field dimensions. Dimensioned shop drawings shall be submitted for all fabricated items. Incomplete submittals will be rejected without review.
- d. All shop drawings, submittals and samples shall include:
 - 1). Date and revision dates.
 - 2). Project title and number.
 - 3). Names of:
 - a). Contractor
 - b). Subcontractor
 - c). Supplier
 - d). Manufacturer
 - 4). Identification of products or materials: Include Department of State (DOS) file number, manufacturers' name and market name of all covered products and applicable materials in accordance with Part 1120 of the Code. This information may be obtained by contacting the DOS, Office of Fire Prevention and Control: 518 474-6746 [voice] and 518 474-3240 [FAX]

21. U.S. Steel

All structural steel, reinforcing steel, or other major steel items to be incorporated in the work shall, if this Contract is in excess of \$100,000, be produced or made in whole or substantial part in the United States, its territories or possessions.

22. Non-Asbestos Products

- a. All materials specified herein shall contain no asbestos.
- b. Provide "Contains No Asbestos" permanent labels applied to the exterior jacket of all pipe insulation at 20 foot intervals with a minimum of one (1) label for each service in each work area.

23. Material Safety Data Sheet

The contractor shall submit MSDS (Material Safety Data Sheet) for all chemicals, solvents, and materials specified or proposed to be used on this project.

24. Architect's/Engineer's Seal

In accordance with Rules and Regulations of the New York State Education Law, Title 8, Part 69.5(b), to all plans, specifications and reports to which the seal of an architect has been applied, there shall also be applied a stamp with appropriate wording warning that it is a violation of the law for any person, unless acting under the direction of a licensed architect, to alter an item in any way. If an item bearing the seal of an architect is altered, the altering architect shall affix to his item the seal and the notation "altered by" followed by his signature and the date of such alteration, and a specific description of the alteration.

25. Construction Permit

The Code Compliance Manager for the State University Campus will, as required by law, issue a Construction Permit for this Project. The project is not subject to any local building code or permit requirements, except for work that the Contractor is to perform on property located outside of the boundaries of the campuses of the State University of New York.

26. Other Contracts

There may be other contracts let for work to be done in adjacent areas and, as such, this Contractor and such other contractors shall coordinate their work to conform with progressive operation of all the work covered by such contracts, and afford each other reasonable opportunities for the introduction and storage of their supplies, materials, equipment, and the execution of their work.

27. Asbestos

If the work to be done under this contract contains the abatement of asbestos the following shall apply:

- a. Applicable Regulations - All work to be done under this Contract shall be in compliance with Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York (cited as 12 NYCRR Part 56) as amended effective November 9, 1994.
- b. Applicable Variance - The abatement contractor is responsible for obtaining any variance not issued to date that he feels may be applicable to the policies/procedures as set forth in 12 NYCRR Part 56.
- c. Owner Project Fact Sheet -The Contractor shall complete and submit as much information as possible on the Asbestos Material Fact Sheet to the University in triplicate prior to the project startup completion of the Fact Sheet shall be submitted prior to acceptance.
- d. Patent Infringement - The State University of New York and the State University Construction Fund have been given notice by a law firm representing GPAC, Inc. that the use of its process/procedure for asbestos containment and removal constitutes a patent infringement. All potential contractors are hereby notified that they may have to obtain a license to use certain patented Negative Air Containment systems, and that any liability of the University in connection therewith is covered by Section 2.21 of the Agreement. Therefore, all potential contractors are hereby notified that after opening of the bids they must advise the University as to the system they intend to use for Negative Air Containment and provide the University with either a copy of their license to use the same or written documentation, signed by an authorized officer of their surety, that their performance bond guarantees the Contractor's indemnification covering patent claims.
- e. Air Monitoring - All work to be done under this Contract shall be in compliance with Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York (cited as 12 NYCRR Part 56), as currently amended, and applicable federal and state regulations.

The Owner shall be responsible for hiring and paying an independent third party firm to perform the requirements of air monitoring as called for in 12

NYCRR Part 56 and as permitted in Section 2.17 of the Agreement.

- f. Testing - The University and Campus reserve the right to employ an independent testing laboratory to perform testing on the work and air sampling. The Contractor shall be required to cooperate with the testing laboratory.
- g. Disposal Procedures - It is the responsibility of the asbestos contractor to determine current waste handling, transportation and disposal regulations for the work site and for each waste disposal landfill. The asbestos contractor must comply fully with these regulations, all appropriate U.S. Department of Transportation, EPA and Federal, State and local entities' regulations, and all other then current legal requirements. Submit originals or copies of all pertinent manifests in triplicate to the University.
- h. Submittals - Prior to commencement of the work on this project, the Contractor must submit the following to the University:
 - 1). Copy of original insurance policy.
 - 2). Copy of Department of Labor notification.
 - 3). Owner Fact Sheet.
 - 4). Copy of EPA notification.
- i. Special Requirements -.
 - 1) Size, location, and quantities of all pipes, joints, ducts, valves, tees, etc. must be field verified by all prospective bidders. Information given on the drawings and specifications is for general orientation and information only.
 - 2) The Contractor shall have at least one English-speaking supervisor on the site at all times while the project is in progress.
 - 3) Prior to the commencement of work involving asbestos demolition, removal, renovation, the Contractor must submit to the University the name of its on-site asbestos supervisor responsible for such operations, together with documentation that such supervisor has completed an Environmental Protection Agency-approved training course for asbestos supervisors.

28. Sustainable Design Reporting

When submission of environmental product declarations (EPDs) is required by the technical specifications, in addition to the individual EPD submittals, submit a list summarizing the materials/products covered by each EPD submittal and the estimated total quantities used/installed of such covered materials during the Work completed to date. As directed by the Consultant, the list shall be submitted/updated annually and at Substantial Completion. If the submitted EPDs do not show the kgCO₂ per the quantity unit used/installed for a covered material, provide such information upon request of the Consultant. Using the list and other information, the Consultant will calculate the estimated total kgCO₂ (kilograms of carbon dioxide) emission equivalent, or each covered material/product used/installed.

29. Low Embodied Concrete

In accordance with State Finance Law 136-d*2, Contractors shall certify for each of the low embodied concrete mixes utilized on the project that they comply with all the requirements listed in contract documents, and meets the minimum standards established under §136-d of the State Finance Law by the office of general services. Submit an environmental product declaration (EPD), and documentation identifying the Global Warming Potential (GWP) for each of the concrete mixes.

30. Construction Waste Management

(ADJUST LANGUAGE BELOW FOR LEED OR INCREASED REQUIREMENTS FOR RECYCLING)

The contractor shall implement a construction and demolition (C&D) waste management plan which recycles at least 50% of the non-hazardous building C&D waste generated.

- a. In conjunction with monthly payment applications, submit a waste management reporting form for all materials transferred from the project site for recycling or disposal. Reporting form shall:
 - i. Include receipts or other documentation from the disposal and/or recycling facility of the quantity and type of materials transferred.
 - ii. Provide the name and address of the disposal facilities and/or recycling facilities where materials will be disposed or recycled.
 - iii. Report all the material quantities either by weight or volume. To convert volume into weight use the US EPA conversion rates.
 - iv. Provide documentation for materials or equipment to be removed from the site for sale or reuse, or turned over to the Campus, which are classified as recycled materials. Documentation shall include the description of the materials or equipment, weight or quantity of materials or equipment, and a receipt for the sale, a letter on Contractor's letterhead indicating the reuse or the Campus' signed receipt of materials or equipment, and the applicable fee(s) paid or payment(s) received.
 - v. Show the percentage of recycling achieved to date.
- b. Within 30 days after Substantial Completion, submit the total quantities for all C&D and the percentage of materials which were recycled.
- c. Any money received by the Contractor for materials recycled, sold or reused off site was considered when the Bid Proposal submitted to the Fund and may be retained by the Contractor. The Contractor is solely responsible for the security of any materials that may be recycled, sold, or reused.

For all construction and demolition waste that leaves Campus with a manifest, provide copies of manifests in the monthly reports. For each manifest that requires the Campus EPA ID number as the generator of the waste, submit a draft copy for the review by the Campus, make any reasonable corrections that the Campus requests, and allow one week for the Campus to review and sign each completed manifest.

31. Wage Rates and Supplements

The following are the rates of wages and supplements determined by the Industrial Commissioner of the State of New York as prevailing in the locality of the site at which the work will be performed:

Wage Schedules can be accessed online using PRC # [2026004133](#) at

<https://labor.ny.gov/workerprotection/publicwork/OWSaccess.shtm>. If the Contractor is unable to access the prevailing wage schedule for the PRC# listed above, please contact the University for a copy of the wage rate schedule.

(The Consultant or Campus must request an Original Wage Schedule MUST BE REQUESTED from the Bureau of Public Work using the following website

<https://apps.labor.ny.gov/wpp/showPublicNewProject.do?method=showIt>

Once the Consultant or Campus has received a PRC# in response to the request for a schedule, that PRC# should be inserted in the section above and these instructions can be deleted.)

SECTION D – SPECIAL CONDITIONS

1D-1 CUTTING AND

PATCHING

- a) The Contractor shall do all cutting, fitting and patching of its work that may be required to make its several parts come together properly and fitted to receive or be received by work of other Contractors shown upon or reasonably implied from the drawings and specifications for the complete Project.
- b) Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore. Except as otherwise expressly provided in the Contract Documents, the Contractor shall not cut or alter the work of any other Contractor without the consent of the Architect and the Fund.
- c) Existing construction, finishes, equipment, wiring, etc., that are to remain and which are damaged or defaced by reason of work done under this contract shall be restored by the Contractor to a condition satisfactory to the Fund, or replaced with new, at no additional cost.
- d) Existing surfaces, materials, and work shall be prepared as necessary to receive the new installations. Such preparatory work shall be as required by conditions, and in each case shall be subject to approval by the Architect.
- e) Newly exposed work or surfaces which are presently concealed shall be made to match existing corresponding or adjoining new surfaces as directed, and the material and methods to be employed shall be subject to approval by the Architect.
- f) All new, altered, or restored work in the buildings shall match existing corresponding work in the material, construction finish, etc., unless otherwise specified or required by the drawings.

1D-2 CLEANUP

- a) Periodic Cleaning
 - 1) Periodic Cleaning: The Contractor shall at all times during the progress of the work keep the site free from accumulation of waste matter or rubbish and shall confine its apparatus, materials and operations of its workers to limits prescribed by law or by the Contract limit lines. Except as the later may be extended with the approval of the Architect and University. Cleaning of the structure or structures, once enclosed, must be performed daily and removal of waste matter or rubbish must be performed at least once a week.
 - 2) All paved surfaces outside of the contract limit line, which are traveled by trucks hauling materials to or from the construction site, shall be cleaned no less than daily, during periods when such transport leaves any amount of dirt or debris on the pavement. Otherwise, periodic cleaning should occur at least every three days or as directed by the Architect. All road sweeping is to be done with proper dust control measures to prevent dust clouds, such as wetting down before sweeping. During major excavation, provide truck wash-down area to prevent unnecessary tracking of materials on Campus roads.
- b) Final Cleanup
 - 1) Upon completion of the work covered by the Contract the Contractor shall leave the completed Project ready for use and occupancy without the need of further cleaning of any kind and with all work in new condition and perfect order. In addition, upon completion of all work the Contractor shall remove from the vicinity of the work and from the property owned or occupied by the State of New York, the State University of New York, all plant, buildings, rubbish, unused materials, concrete forms and other materials belonging to it or used under its direction during construction or impairing the uses or appearance of the property and shall restore such areas affected by the work to their original condition, and, in the event of its failure to do so, the same shall be removed by the University at the expense of the Contractor, and it and its surety shall be liable therefore.

1D-3 FIELD MEETINGS

The University, and/or its Consultant, shall hold periodic meetings (hereinafter referenced as "Job Meetings") to review and advance the progress of the project. During construction, bi-weekly Job Meetings shall be scheduled by the University or its Consultant. The University requires at least one authorized representative, on behalf of the Contractor, and, upon request by the University or its Consultant, the Contractor's principal subcontractors and manufacturer's representatives, to attend and actively participate in such meetings. Authorized representatives shall be prepared to furnish answers to questions regarding progress, workmanship, or any other subject on which the Consultant and the University might reasonably require information. Attending representatives shall be authorized to provide direction and make decisions. By attending Job Meetings, the Contractor acknowledges and agrees that its participation constitutes acceptance to the recording of the meeting, for which these recordings would be used by the University for purposes of fulfilling its contractual obligations under this Agreement.

1D-4 OPERATING INSTRUCTION AND MANUALS

- a) The Contractor shall furnish three (3) complete sets of operating instructions and manuals, which shall include definite and specific instruction on all mechanical and electrical systems involved in the Project. Said instructions and manuals should indicate:
 - 3) manner of operation
 - 4) necessary precautions and care to be followed
 - 5) periodic preventive maintenance requirements. All preventative Maintenance requirements are to be provided to the Campus in an electronic format. The format is to include an Excel spreadsheet listing in separate cells a minimum of the following information:
 - Name of piece of equipment
 - Manufacturer
 - Model #
 - Size Info
 - Room # location (separate line to be used for each piece of equipment in each location)
 - PM tasks needed with frequency
 - 6) A complete set of spare parts lists, catalogs, service manuals and manufacturing data on said systems.
 - 7) Instructions and manuals are to be made available by the Contractor for review and comment by the Architect / Engineer a minimum of six (6) weeks prior to the scheduled completion of the Project.

1D-5 UTILITY SHUTDOWNS AND CUTOVERS

- a) The Contractor is responsible for maintaining continuity of services when it becomes necessary to shut down utilities affecting the existing buildings.
- b) Except as otherwise expressly provided in the Contract Documents, the Contractor shall be responsible for submitting to the Architect / Engineer and the University for their approval a proposed schedule of all utility shutdowns and cutovers of all types which will be required to complete the Project. The schedule should contain a minimum of eight (8) weeks advance notice prior to the time of the proposed shutdown and cutover. The State University of New York at Binghamton is in full operation twelve (12) months of the year and shutdowns and cutovers must be scheduled on weekends, at night or during holiday periods. The contract consideration is deemed to include all necessary overtime and all premium time, if any, that is required by the Contractor to complete the shutdowns or cutovers.
- c) The Contractor will be required to pay the local unit of the State University any extra cost the University may incur in connection with unscheduled shutdowns and cutovers.
- d) Drainage of any system shall be made to a properly connected receptacle without causing damage to other work or property.
- e) Temporary Connections: In the event the Contractor shall disrupt any existing services, the Contractor shall immediately make temporary connection to place such service back into operation and maintain the temporary connection until the Contractor makes the permanent connection. All work must be acceptable to the University.
- f) Utility shutdowns and Electrical cutovers will not be scheduled and cannot occur during the campus heating season (October 1- March 31)
- g) Contractor must provide in writing an Electrical safety plan indicating locations to be grounded during Electrical shutdowns and cutovers.
- h) Maximum length of an electrical shutdown is to be six (6) hours otherwise supplemental power shall be provided by the Contractor.

1D-6 TEMPORARY POWER

- a) **Supplied by Owner**

- 1) Electrical Power will be available at no cost to the Contractor from existing outlets or panels from locations approved by the University.
- 2) Electrical Usage:
 - (a) Convenience outlets maybe utilized at any location
 - (b) The Ampacity of the connected equipment may not exceed 50% of the branch circuit rating.
 - (i) 120vac. 30A.circuit = max. usage 15Amps
 - (ii) 120vac. 20A circuit = max. usage 10Amps
 - (iii) 120vac. 15A circuit = max usage 7.5Amps
- 3) Branch Circuits
 - (a) If the Contractor requires a hard-wired branch circuit, the University will provide the panel-board locations and circuit numbers for the required usage.
 - (b) All temporary wiring methods shall be in compliance with N.E.C., chapters 2 & 3.
 - (c) Type NMC (Romex) is strictly prohibited for temporary branch circuit wiring.
 - (d) All GFCI protection will be the responsibility of the Contractor.
 - (e) No existing GFCI branch circuits or receptacles (Property of the University) shall be used for personnel protection for the Contractor.
 - (f) If the required ampacity exceeds 40% of the panel-board rating and is continuous in nature (3 hours or more). The contractor shall be required to provide a temporary service from the local Utility.
 - (g) In lieu of the above, if available and approved by the University the Contractor may utilize (spare) secondary circuit breaker at building distribution equipment. The distance from the distribution equipment to temporary equipment to panel-boards shall not exceed 500 feet.
 - (h) Main circuit breaker rating shall not exceed 225 Amps.
- 4) The Contractor shall be responsible for providing all necessary connections, cables, etc., and removing of the same at completion of construction with approval from the University.
- 5) The Contractor shall in no way modify the existing circuits at the panel-board to increase capacities of the circuits. If the required power load exceeds the capacities of the available power sources, the Contractor shall be responsible for furnishing, and installing all necessary temporary power poles, cables, fused disconnect switches, transformers and electric meters necessary to provide a temporary power system for the project, and remove same at completion.

b) Provided by Contractor

- 1) If the Ampacity of the temporary service requirement exceeds 60 amps, for temporary usage, the following will apply:
 - (a) The contractor shall provide all necessary temporary power for exterior site construction activities, temporary facilities, construction trailers and staging area as required. The contractor shall be responsible for furnishing and installing all necessary generators, or temporary power poles, cables, fused disconnect, switches, transformers and electric meters.
 - (b) Temporary power and distribution shall be removed when directed by the University.

1D-7 TEMPORARY SANITARY FACILITIES

- a) The Contractor shall install, maintain and, at the completion of all work or at such earlier time as the Architect may approve, remove temporary sanitary facilities. From the commencement of work until the frame of the structure, if the Project involves a structure is erected, such facilities shall be of the chemical type, shall be placed at locations approved by the Architect and shall be screened from the campus population.
- b) The amount of sanitary facilities required shall be based on the total number of workers employed on the Project and shall be in accordance with the provisions of the Health and Sanitary Codes of the State of New York.
- c) Maintain toilet facilities in a clean and sanitary condition and conform to requirements of NYS Department of Health and to regulations of NYS Department of Labor, Board of Standards and Appeals.
- d) Existing toilets shall not be used during construction of the Project unless approved in writing by the Owner.
- e) Contractor shall provide and maintain an adequate supply of potable water, provided in containers labeled "Drinking Water" and equipped with taps and tight-fitting covers. Single service cups should be provided with a sanitary dispenser and a receptacle for disposing of used cups.

1D-8 BUILDING PERMIT

The University, if the same is required by law, will issue a building permit for the Project. The Project is not subject to the local building code or permit requirements.

1D-9 TEMPORARY FIRE PROTECTION

The Contractor shall maintain existing Fire Protection requirements. Existing Buildings will be occupied by the campus during construction and must be available for their use 24 hours a day, seven days a week during the contract period unless otherwise scheduled in these documents. All existing exits and Fire Protection systems shall be continuously maintained in the occupied phases, or other measures must be taken which in the opinion of the Architect provide equal safety. Cost of labor, variances, materials, installation, maintenance and removal of such temporary Fire protection systems or modifications to the existing systems is the responsibility of the Contractor.

1D-10 CONSTRUCTION PARKING AND STAGING

- a) The Contractor and its employees shall be subject to all the rules and regulations of the SUNY campus, including parking regulations. Parking violations are subject to fines and are the sole responsibility of the Contractor or its employees. Parking will be at cost for the Contractor and its employees.
- b) Contractor's work vehicle (vehicle necessary to carry tools and supplies) will be accommodated to the extent possible and in areas designated for that purpose, within the construction site. All other vehicles and workers personal cars shall park at the designated University parking spaces and are subjected to applicable parking fees.
- c) The Contractor's work vehicle will park within the Contract Limit lines. No parking will be allowed on any Campus Roads. The Contractor will repair all damaged or disturbed areas at the completion of the Project.
- d) Temporary parking for loading and / or unloading shall be arranged with prior approval by the Campus.
- e) The Contractor shall keep access routes and parking areas used for the work clean of debris and other obstructions resulting from the work.
- f) The Contractor shall contact Parking Services for current costs and regulations prior to bid. Permits can be obtained by contact the TAPS Office:
Couper Administration Building - Ground Floor (AD-G8) Binghamton University
PO Box 6000
Binghamton, NY 13902-
6000 Office Hours:
8:30 a.m. - 3:30 p.m. Monday -
Friday E-mail:
parking@binghamton.edu Phone:
(607) 777-2279
Fax: (607) 777-4646
<https://www.binghamton.edu/services/transportation-and-parking/parking/index.html>

- g) Loading Dock Regulations:

Campus loading docks may be used for intermittent loading and unloading of Contractor's materials, personnel and tools but not for parking of the delivery vehicle. All other vehicles (workers and company owned) are to use University parking lots and be subject to all applicable campus parking regulations and fees. Loading and unloading at campus loading docks is to be coordinated with the Project Coordinator. Temporary parking for loading or unloading at locations other than an existing loading dock shall be arranged with prior approval by the campus and should also be coordinated with the Project Coordinator.

- h) Parking and Traffic Violations:

The University requires that all vehicles conform to New York State Department of Motor Vehicle rules and regulations regarding registration, insurance, and safety inspections. In addition, violations of the Vehicle and Traffic Law or any other applicable traffic ordinance will be processed in accordance with the requirements of the applicable law.

The University seeks to assure that safe and accessible parking is available for intended users and that University business may be conducted in a safe and orderly fashion. In addition, access at all times must be available for emergency and critical service equipment.

The responsibility for finding a valid parking space, as well as determining whether a parking permit is valid, rests with the vehicle operator. Since parking spaces are limited, purchase of a parking permit does not assure a parking space. Lack of an available space is not justification for violating University parking regulations.

Vehicles must be parked within the boundaries of a valid parking space. This means that there is no parking on crosswalks, on sidewalks, on off-pavement areas, at yellow curb areas, beyond the end of a marked row,

in bus or loading zones, and in traffic lanes or barricaded or closed areas. Personal notes of explanation left on vehicles or the fact that other vehicles are parked illegally do not constitute justification for parking in violation of the regulations.

Visit: <https://www.binghamton.edu/services/transportation-and-parking/parking/index.html> to obtain parking information including rules and regulations.

1D-11 TEMPORARY WATER FOR CONSTRUCTION PURPOSE

Water for construction is available through the campus system without charge to the Contractor from location designated by the College. The Contractor shall obtain the necessary permission, make all connections, as required, furnish and install all pipes and fittings, and remove connections at completion of work. The Contractor must provide for wastewater discharge and shall take due care to prevent damage to existing structures or site. All pipes and fittings must be maintained in perfect condition at all times.

1D-12 CONDUCTING WORK

- a) All work of construction to be conducted in such a manner as to interfere to a minimum degree with the Campus operating and Academic schedule.
- b) Safe and direct entrance to and exiting from the existing buildings shall be maintained at all times.
- c) No construction work will start in any area until the Contractor has all the required materials onsite.
- d) The Contractor and its employees shall comply with Campus regulations governing conduct, access to the premises and operation of equipment.
- e) The size, location of all existing structures, utilities and services must be field verified by the Contractor. Information given on the Drawings and in the Project Manual Specifications is for general orientation and for information only.
- f) Before proceeding with Work, consult other drawings, details, owner's Site Representative to determine any interference with Work.

1D-13 EXAMINATION OF SITE

- a) The Site will be made available for inspection and the bidder shall examine the site prior to submitting its bid. Failure to visit the site shall not be the cause for extra payment.
- b) It is the responsibility of the Contractor to verify and check all existing conditions and dimensions affecting the Work of this Project.

1D-14 USE OF ELEVATORS

Use of existing campus Elevators will not be permitted.

1D-15 SAFETY AND PROTECTIVE FACILITIES

- a) The Contractor shall provide all necessary safeguards to prevent hazards and accidents, to protect the Owner, the Architect, their Consultants, agents and employees, the public, the workers, the Work and property, throughout the entire period of Contract Time. The Contractor shall also provide safeguards during all hours, including those during which workers are not engaged in Work (specifically nighttime, weekends, holidays, etc.).
- b) The Contractor shall erect, operate, maintain and remove, appropriate barriers, equipment and devices, as required by codes, laws and regulations and by conditions at the Work, to protect the Owner, the Architect, their Consultants, agents and employees, the public, the workers, the Work and property, to contain waste, debris, dust and any pollutants. All such barriers or devices shall be provided in conformance with all applicable codes, laws and regulations, including OSHA and National Fire Prevention Association 241, for safeguarding of structures during construction.
- c) The Contractor shall provide and maintain firefighting equipment and detection devices as required by codes, laws and regulations and by industry standards.
- d) The Contractor shall be responsible for guarding and protection of his Work, materials, products, equipment and tools, throughout the entire period of Contract Time and during all hours, including those during which workers are not engaged in Work (specifically including nighttime, weekends, holidays, etc.).
- e) Normal and Emergency access to and egress from the Work Areas, the premises, existing buildings, and the Site shall be clearly identified, lighted, posted, communicated, maintained and shall be kept free and unobstructed. Safe and direct entrance to and egress from the work areas affected shall be maintained at all times during all hours while construction is in progress. If for any reason a means of egress from is to be blocked off the Contractor shall get prior approval from the Fund.
- f) The operation of the fire alarm, telegraph, security, gongs, bells and telephones must not be interfered with, except for scheduled interruptions. (See Shutdown Procedures)
- g) The Contractor shall comply with all applicable codes, laws and regulations pertaining to safety, workers protection

- and posting requirements.
- h) The Contractor shall provide all Signage necessary to facilitate any and all redirection of vehicles or pedestrian traffic in and around all Construction activities. Contractor shall maintain such Signage for the duration of the construction activities. The University's Project Coordinator shall coordinate, define, and approve all required signage.
- i) The Contractor shall insure the availability of medical and of industrial hygiene personnel for advice and consultation and directions on matters of occupational safety and health.
- j) Dust Control: Prevent the nuisance of dust to surrounding areas, and provide sufficient means and equipment for minimizing, controlling, collection and disposing of dust.
- k) Noise Control: Prevent the nuisance of noise to occupants of adjacent buildings and of surrounding facilities, and provide sufficient mean and equipment of minimizing noise.
- l) The University will provide Padlocks for Security access gates of Construction Site and Staging areas. The University lock-shop will issue keys to the Contractor, SUCF site representatives, Campus Coordinator and ULED.
- m) Key Access to existing building spaces will be reviewed, determined and authorized by the Campus Project Coordinator.
- 1) The Contractor shall complete the "Contractor Key Loan Request Form" and associated small scale buildings plans indicating spaces where access is requested a minimum of five (5) business days before access is required.
 - 2) The Campus Project Coordinator will set up a time for the distribution and signature signing of Keys at the University Lockshop.
 - 3) Upon conclusion of associated work or Project, Campus Project Coordinator will retrieve keys.

1D-16 PROTECTION OF EXISTING STRUCTURES, UTILITIES, AND VEGETATION

- a) The Contractor, during the course of his Work, shall not damage: buildings, structures, utilities, public or private, including poles, signs, services to buildings, utilities in the street, gas pipes, water pipes, hydrants, active sewers, drains and electric power and lighting and telephone cables, lawns, curbs, plants, trees or other improvements. Any damage resulting from the Contractor's operations shall be repaired or replaced at his expense.
- b) The Contractor shall protect all permanent improvements to remain, all curbs, pavements and other improvements adjacent to work areas liable to injury.
- c) Protect all roof areas where work of this contract may damage them with $\frac{3}{4}$ " plywood with tightly butted joints. All walk-pads shown for new work shall be installed as soon as practicable.
- d) If disconnection of utilities are required to be made in conjunction with the Work, the Contractor shall notify the Owner and shall insure that the necessary connections and /or disconnection's, allow the orderly and safe conduct of the Work have been made prior to the start of Work. The Contractor shall reconnect temporarily disconnected or disconnect temporarily utilities, as applicable to allow proper and safe continued use.
- e) Any conduit or other piping entering Campus buildings must enter with the pipe pitching away from the building for at least ten feet, or must have provision to drain away surface water which will follow the piping.
- f) Any work associated with the Campus water system must be scheduled and coordinated such that at no time during the evening or weekends is the loop interrupted. The Contractor shall provide provisions preventing back feeding of a building in the event of failure on a part of the line.
- g) Maintain Campus Water loop integrity.

1D-17 STORAGE OF MATERIALS

- a) The Contractor shall store materials and equipment within the contract limits in areas on the site designated by the Architect.
- b) All materials shall be stored in a neat and orderly manner, and shall be protected against the weather by raised flooring, weatherproof temporary facilities or trailer.
- c) Security for stored equipment and materials shall be the responsibility of the Contractor.
- d) Storage on the roof shall be as directed by and in conjunction with Architect.
- e) The University will not be responsible for the storage of materials. No materials shall be stored in existing University buildings.
- f) Deliver Materials to the job site in their manufacture's original container, with labels intact and legible.
- 1) All materials shall be new, conforming to standards as herein specified.

- 2) Maintain packaged materials with seals unbroken and labels intact until time of use.
- 3) Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the Fund.

1D-18 MATERIAL SAFETY AND DATA SHEET

- a) Contractor shall submit MSDS (Material Safety Data Sheet) for all chemicals, solvents, and materials specified or proposed to be used on this project.
- b) Provide engineering controls and work practices required to maintain the permissible exposure limit for Campus personnel, students, and the public to that required by the PESH Air containment Standard.
- c) Copies shall be retained on site, in the Contractor site trailer, with the Architects site representative, and the Campus Office of Environmental Health and Safety.

1D-19 LABORATORY TESTING SERVICES

- a) The Architect may engage the services of a testing laboratory during the progress of the work, at no expense to the Contractor. The service of the testing laboratory shall in no way relieve the Contractor of any of its responsibilities under the terms of its Agreement with the University, nor give rise to any claim or right of the Contractor as a result of the conduct or curtailment of such tests.
- b) The Contractor shall cooperate with the testing laboratory in providing access to the work, material for samples and time to perform the work.
- c) The listing of such tests in the technical specifications is for the Contractor's convenience only and in no way restricts the Engineer's right to all other testing and inspection in accordance with Article II of the Agreement, and to vary the amounts and types of testing at any time before or during the progress of the work.

1D-20 SCAFFOLDING

- a) The Contractor shall erect and maintain scaffolding and protective bridging of the type and quantity sufficient to perform the work. Comply with all applicable State and Federal standards, especially 29CFR 1926.450-454, sub part L, including all recommendations in the non-mandatory appendices.
- b) Prevent birds from nesting in scaffolding.

1D-21 WAGE RATES AND SUPPLEMENTS

- a) Prevailing Rates of Wages and Supplements, determined by the Department of Labor of the State of New York as prevailing in the locality of the Site at which the Work will be performed, are attached hereinafter.
- b) Prevailing Wage Rates and Supplements are subject to change, in accordance with the law. Updated / new determinations of Prevailing Wage Rates and Supplements will be furnished when received from NYS Department of Labor.
- c) Neither the Fund nor the Architect or their Consultants make any representation concerning the completeness or / and accuracy of the contents of said Prevailing Wage Rates and Supplements, and assume no responsibility for errors and/or omissions contained therein.
- d) It shall be the obligation of the Bidder and Contractor to review the Schedule of Prevailing Wage Rates and Supplements and to obtain such further information from NYS Dept. of Labor, or other available sources, as he may deem necessary, concerning any present or future Wage Rates and Supplements, in order to accurately prepare his Bid and to comply with the laws of the State of New York.

1D-22 ABBREVIATIONS AND REFERENCES

The following abbreviations may be used in these Specifications:

N.A.	Not Applicable
N.I.C.	Not in Contract
Fed. Spec. or F.S.	Federal Specifications
SUCF or Fund	State University Construction
Fund SUNY	State University of New York
College	A Campus of State University of New York

1D-23 DEFINITIONS

- a) These definitions are intended also to supplement those contained on the first page of the Agreement of this Contract,
 - 1) "Not in Contract", "N.I.C." indicates equipment furnished by the Owner and installed under another construction contract or by another contractor, or operations at the site not included as part of this Contract.
 - 2) Provide, Provided - mean that the Contractor shall furnish and install all materials and labor for the item so specified.

1D-24 EXISTING CONDITIONS

- a) Photographs: Prior to the start of any work the Contractor shall photograph any and all damaged or misaligned materials or surfaces which may in any way be misconstrued as having occurred during the implementation of this Contract. The Contractor shall submit a copy of these photographs to the Architect for record, prior to the start of any work.
- b) Field Measurements: Make field measurements wherever required for accurate fabrication of built-in or attached products. Do not delay job progress. Allow for trimming where field measurements cannot be made prior to fabrication.

1D-25 PHASING AND SEQUENCING

- a) In order to assist the Bidder in preparing a proposal and in planning and scheduling of construction activities. Phasing documents have been prepared as part of this Bid Package. These documents consist of phasing diagrams and phasing narratives of critical activities which are contained in the drawings and specifications.
- b) The Phasing Documents highlight, in schematic form the major tasks, its sequencing and areas required by the University in order to meet the University's requirement of continuity of operation in existing building operations. These documents are not intended to direct the Bidder as to the methods or means of construction. They contain information, which describe project phasing and certain temporary work necessary for phasing implementation.
- c) It should not be inferred that all temporary construction and minor phasing required to perform the work are indicated on the phasing documents. This ultimately depends on the actual phasing, planning and scheduling of all construction activities and is the responsibility of the successful Bidder and any change in the sequence of activities contained in the Phasing Documents, as deemed necessary by the Bidder, shall not be deemed cause for claim to extra compensation. The Bidder may propose alternative construction phasing, provided such phasing satisfies the Universities requirement of continuous operation.
- d) Phase Scheduling and Notification shall be coordinated with the University Project Coordinator.

1D-26 CONCURRENT PROJECTS

The Contractor is advised of other contracts let by the University and Fund consisting of work to be done with, adjoining and adjacent to the site on which the work covered by this Contract is to be performed. The Contractor shall comply with Sections 2.16 "Other Contracts", on page A-6 of the Agreement as to the Contractor's responsibilities for coordination sequencing storage and execution of the work.

1D-27 EMERGENCY NOTIFICATION AND PROJECT ROSTER

- a) Emergency Phone Numbers to be used for Life or Property Emergencies. The following phone numbers must be used to contact Ambulance, Fire Department, and Police.
 - 1) On Campus Phone: # 911, will connect with campus University Law Enforcement Department (ULED)
 - 2) Cell Phone: # 777-2222, will connect with on campus (ULED)
 - 3) Reporting Instructions are as follows: "Identify yourself and say where you are: My name is _____, I am at (Building and room, or address), and I want to report a (Fire, Accident)."
- b) Project Roster: The Contractor shall produce, distribute and maintain a Project Roster of Primary contacts, Contractors and Sub-contractors. The Roster shall list the following: The Campus will make a form available to the contractor for this information.
 - 1) Project Title
 - 2) Project Construction Fund number
 - 3) Anticipated Date of Completion
 - 4) Date and revised dates
 - 5) Line Numbers for individual contacts
 - 6) Function of Contact (Individual title)
 - 7) Name of Contact
 - 8) Company Name & Business Address
 - 9) Business Phone #'s: Telephone, Fax, Pager, Car and E-Mail address
 - 10) Emergency Phone #: for 24 hour emergency

1D-28 UNACCEPTABLE MATERIALS AND PRODUCTS

- a) All materials and products specified herein and /or used on Work of this Project shall not contain Asbestos, Lead, or PCB, and their packaging shall be labeled accordingly by manufacturers.
- b) Provide "Contains No Asbestos" permanent labels applied to the exterior jacket of all pipe insulation at 20 foot intervals with a minimum of one (1) label for each service in each work area.

1D-29 WORKER PROTECTION

- a) General and regulatory requirements

- 1) Comply with requirements of worker protection.
- 2) Comply with governing codes, laws and regulations and industry standards.
- b) Respirators and Filters
 - 1) Respirators and filters shall be selected by Contractor.
 - 2) Choice of respirators and cartridges shall correspond to type of Work performed to protect workers from hazardous exposure during removal of lead-based paint, from fibers during handling of non-combustible filler blanket, from respirable dust during sanding of wood moorings from chemical vapors during sealing/finishing the new flooring and painting game lines and logo.
 - 3) Packing boxes of the respirators (masks) and of disposable filters shall show the logo of NIOSH & of MSHA and shall also indicate that this equipment are for use in environments encountered or expected to be encountered during the Work
- c) Personal protective equipment (PPE).
 - 1) Provide per OSHA regulations.

1D-30 SERVICES OF LICENSED ELECTRICIAN

- a) Provide and maintain electrical mechanical shutdown and lockout tag-out of applicable system during construction.
- b) Provide all necessary electrical disconnections of relocated/removed existing equipment and reconnections of reinstalled equipment (as applicable).
- c) Provide and maintain a correct and a safe utilization by Contractor of all electrical power supplies, of connected tools and equipment, of portable lighting.
- d) All electrically powered tools, equipment and portable lighting shall be connected only to circuitry protected at source by Ground Fault Interrupters (GFI).
- e) Where Contractor's cords or temporary wiring traverses through areas outside Contract Limit Lines, provide "pancake" protections to eliminate tripping hazards.
- f) Conduct periodic inspections of both electrical wiring and electrically powered equipment to identify damaged, worn-out or "tired" equipment

1D-31 TEMPORARY MATERIALS

Materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions and must not violate requirements of applicable codes and standards.

1D-32 TEMPORARY STAIRS, LADDERS, RUNWAYS, RAMPS, AND HOISTS

- a) Comply with governing regulations and applicable standards.
- b) Provide and maintain all equipment such as temporary stairs, ladders, ramps, runways, chutes, etc. as required for the proper execution of the Work. Use of Owner's equipment is prohibited.
- c) Contractor's responsibilities and liabilities include providing, and proper use, of temporary stairs, ladders, ramps, scaffolding, lifts and other construction aids encompassing all related safety issues.

1D-33 TEMPORARY ENCLOSURES

Provide and be responsible for all temporary enclosures required for protecting the Project from the exterior, for providing passageways, for the protection of openings both exterior and interior and any other location where temporary enclosures and protection may be required.

ID-34 TEMPORARY FENCE, CORDONING-OFF, AND WARNING SIGNS

- a) Provide, install and maintain 8' high construction fencing around construction/staging area as indicated on the contract documents. Such fencing shall effectively enclose the designated construction/staging area and prevent unauthorized entry into the construction area.
- b) Construction fence shall be installed prior to the start of any work and shall be maintained in accordance with University standards throughout the entire duration of the project. Coordinate discrepancies between site conditions and contract documents with the University's Representative. Upon completion of project, unless otherwise noted, Contractor is responsible for the disassembly and removal of construction fencing from campus, as well as restoration of lawns, pavement, and/or concrete areas under which the fencing was installed.
- c) Maintenance of fencing is required at all times during the entire duration of the project. Contractor shall insure, at minimum, at the start and finish of every shift, that top rails are even, panels are straight with adjacent panels, panels are perpendicular/level with the ground, and wire-ties holding panels together are present and adequately tied.

Contractor shall re-inspect and adjust fencing after heavy rains and/or winds, or as otherwise required. Where portable chain-link fencing is authorized by the University, adequate sand bags shall be provided in order to secure/hold fencing in place.

- d) Areas in and around the fencing shall be maintained in accordance with University standards; including but not limited to mowing of lawn, snow removal, dust mediation, etc. Staging areas shall be neat and orderly; unneeded materials and debris shall be removed from the staging areas at a minimum of weekly, or more often as deemed necessary. Storm manholes within construction fencing shall be properly maintained to prevent debris from entering the manhole. Contractor will be held responsible to clean manholes if they are found to have debris relating to construction activity.
- e) Utility Markings - Prior to the installation of any post-driven permanent fence, the Contractor is responsible for hiring a Utility Marking company to identify and mark underground utilities which may exist below the purposed fencing/staging footprint. If utilities are found to impede the installation of fence, as is shown on the contract documents, the University's Representative shall be contacted. The University's Representative will assist the contractor, to the best of its ability, to provide the contractor with existing site surveys. Damage done to underground utilities due to inadequate investigation or markings will be the responsibility of the contractor to remediate.
- f) Provide warning signs, securely anchored to the fence with galvanized steel, tamperproof anchor bolts at each entrance to the site. Sign shall read; **Construction Area. Do Not Enter. Authorized Personnel Only.** Provide additional warning signs, as required by governing codes, laws and regulations.
- g) The costs associated with this section shall be included in the Base Bid and shall be broken out as a separate line item in the Schedule of Values.
- h) Do not fence in Yard Fire Hydrants or other utilities that may require access.

Permanent Chain-Link Fence

- 1) Minimum 2", 1.048 thick, black coated galvanized steel chain link fence. No fabric or vinyl privacy slats.
- 2) Minimum 8' high fence with black coated galvanized steel pipe posts.
 - a) Posts- Minimum 2-3/8" OD line posts and 2-7/8" OD corner and pull posts. Terminal and corner posts of fence shall be post driven, 24" into ground. Spacing of line posts at 8' maximum.
 - b) Top Rail – 1-5/8" OD, black coated steel.
 - c) Gate Posts – 3" OD, SS40 Steel, black coated, set in concrete 14" diameter and 42" deep.
 - d) Gate – 1-5/8" OD. Double leaf with mid-rail, heavy duty strap hinges, drop bar, latch/hasp, black coated steel.
 - e) Tension wire – black coated to match fence and posts. Sufficiently spaced to provide adequate support in holding panels together and upright. Minimum 3 ties per panel connection.
 - f) Accessories – stretcher bars, rail ends, post caps, etc., as needed to complete work.

Portable Chain-Link Fencing

- 1) Acceptable only at the discretion of the University's Representative, in locations where Permanent Chain Link Fencing cannot be used.
- 2) Minimum 2", 1.048 thick, black coated galvanized steel chain link fence. No fabric or vinyl privacy slats.
- 3) Minimum 8' high fence with black coated galvanized steel pipe posts.
 - a) Posts- Minimum 2-3/8" OD line posts and 2-7/8" OD corner and pull posts. Sand bags at base of all posts to adequately hold posts/panels in place. Spacing of line posts at 8' maximum.
 - b) Top Rail – 1-5/8" OD, black coated steel.
 - c) Gate Posts – 3" OD, SS40 Steel, black coated.
 - d) Gate – 1-5/8" OD. Double leaf with mid-rail, heavy duty strap hinges, drop bar, latch/hasp, black coated steel.
 - e) Tension wire – black coated to match fence and posts. Sufficiently spaced to provide adequate support in holding panels together and upright. Minimum 3 ties per panel connection.
 - f) Accessories – stretcher bars, rail ends, post caps, etc., as needed to complete work.

Plastic "Snow" Fence

- 1) The use of green 48" high plastic/polyresin perimeter fence will be authorized for use at the discretion of the University's Representative. The use of orange plastic/polyresin fence is strictly prohibited on campus.
- 2) 60" high, 14 gauge, steel U-Posts, powder coated green or black shall be used. No wood stakes/posts will be permitted. Maximum post spacing 8'.

- 3) Maintenance of the vinyl fence is required at all times during its use. Contractor shall inspect fencing at the start and finish of every shift. Contractor shall re-inspect and adjust fencing after heavy rains or winds, or as otherwise required. Fencing shall be installed taught to prevent the fabric from falling over. Posts shall be adequately spaced and driven into the ground.

1D-35 TEMPORARY ACCESS AND DIRECTIONS

- a) SUNY Binghamton is located on Route 434 in Vestal, New York. The University can be approached from Route 17, via exit 70 south (route 201), travel about one mile south on route 201 to traffic circle, bear right around the circle and cross the Susquehanna River via the C. Fred Johnson Memorial Bridge. Once across the bridge the University can be seen directly ahead. Stay in the right lane and exit (Route 434 west). The first traffic light after the exit is Bunn Hill road, turn left onto Bunn Hill, the University entrance is on the left. Routes on Campus, to and from the construction site shall be as directed by the Owner or the Owner's Representative.
- b) Delivery Instructions: The Contractor / Sub-Contractors shall provide the Project Name and Contractors Name on all deliveries to the Campus and Construction Site. The University will not be responsible for deliveries to Campus Central Receiving.
- c) Access to the building sites for delivery of construction material, personnel, and /or equipment shall be made only from Bunn Hill Road service entrance drive on the west side of the campus.
- d) In the moving of materials and equipment over existing roadways and adjacent areas, the contractor shall at all times observe the posted speed limit and / or as otherwise directed the maximum loads allowed. Movement over underground facilities that may be damaged from excessive loads, is prohibited at all times.

1D-36 REPAIR OF PARKING AREAS

- a) Contractor shall protect all permanent improvements to remain, including curbs, pavement and other improvements adjacent to work areas liable to injury.
- b) Repair of any damage caused to the parking lot assigned to the Contractor as a result of the Contractor's action shall be the responsibility of the Contractor
- c) Asphalt pavement specs need to include minimum pavement depths as follows:
 - 1) gravel base, 10" compacted item # 4
 - 2) asphalt binder, 3" type # 3
 - 3) asphalt topping, 1-1/2" type # 6
- d) All curbing along roadsides is to be granite curb to match existing.
- e) 4' wide curb cuts with texture identification are to be included at intersections of walks and roads.

1D-37 SCHEDULE

- a) Reference specification section 013200, Construction Progress Documentation for project scheduling requirements. Section 013200 requirements shall supersede all other construction scheduling references made within these documents.
- b) The Contractor shall schedule the work for expeditious completion as per the Agreement. The proposed schedule must be established in cooperation with the University.
- c) All schedules are to be created using professional software (i.e. Microsoft Project).
- d) By the first scheduled construction job meeting, the Contractor shall have prepared a tentative construction schedule. At each subsequent job meeting, the overall schedule shall be reviewed and an updated schedule prepared for the work to be completed by the next meeting.
- e) The updated master schedule and work schedule shall be provided to the Owner, Architect, and Campus representative along with the monthly applications for payment.
- f) Academic Calendar: The Contractor is advised that the College intends to maintain a full educational program during the normal school year throughout the Project duration. The College will make use of adjacent buildings and site, except where work is scheduled or specified. The Contractor is directed to acknowledge that all Contract work must be scheduled without the interruption of the normal educational process. The Contractor shall coordinate his work with the following University calendar, and no utility shutdowns will be permitted during Registration, Study Periods, Exam Periods, or Commencement.

1D-38 COOPERATION WITH THE UNIVERSITY

- a) Adjacent buildings and grounds will be in use during the term of this Contract. The Contractor shall cooperate with the University in order that the work shall cause as little disturbance and inconvenience as possible. The University's

representative shall be local contact for the coordination. The Contractor shall anticipate that certain conditions may develop during construction, which will necessitate changes in procedures and scheduling of work to meet such conditions.

- b) The Contractor shall coordinate all construction activities to allow adequate access to and from building doors. The location and method of access may be varied by the Contractor to allow for his operations but shall always be coordinated with the College and Architect's Representative. The Contractor shall provide all barricades, bridges, warning lights and other safety methods to maintain continuous safe access to the public.

1D-39 SUBSTANTIAL COMPLETION

- a) Substantial Completion shall include, but not be limited to the following requirements;
 - 1) Work covered by the contract (including any modifications for additional work) has reached a point of completion to which the project or structure can be beneficially occupied by the University and used for the purposes for which it was intended.
 - 2) Resolution, corrective action, and all work, including Punch list items, have been completed to the satisfaction of the University. Punch list times must be completed to at least 90% of the entire Punch list item's construction value.
 - 3) Work has been completed on all life safety and NYS Building Code items.
 - 4) Three (3) copies of all Operation and Maintenance Manuals required under contract have been submitted by the Contractor. Manuals meet the approval of the University and/or the Consultant(s).
 - 5) Turnover stock, as required under the contract, has been delivered to the designated University representative.
 - 6) Required trainings and systems testing have been completed; attended by appropriate University Personnel. Balancing and commissioning is completed; final reports submitted and approved by the University and/or the Consultant(s).
 - 7) As-built drawings have been prepared, as specified, submitted, and approved by the University and/or the Consultant(s). At least one copy for the As-built drawings has been submitted in electronic format, using an version of AutoCAD or Revit acceptable to the University.
 - 8) Warranty Certificates have been submitted and approved by the University.
 - 9) Complete, to the approval of the University, spreadsheets containing detailed information pertaining to the proper operation and preventive maintenance of actual equipment, systems, and materials installed. Four (4) spreadsheets in total shall be completed and submitted by the Contractor in electronic format. (See attached, Appendix A, for sample spreadsheet). The University will provide templates, in electronic format, to the Contractor. It shall be the responsibility of the Contractor to complete these forms prior to closeout and substantial completion consideration.
- b) Written notification, by the Contractor, shall be given to the University and the Consultant(s) at which time it is believed substantial completion has been reached. Should the University and the Consultant(s) determine the above requirements have been met, they shall advise the Contractor, in writing as to the official substantial completion date. This shall be the date for which all warranties will begin.
- c) Granting substantial completion shall in no way affect the obligations of the Contractor under the terms and provisions of the Contract with respect to any uncompleted work (including untested or deferred work), or unaccepted or corrective work, nor shall it in any way affect, limit or preclude the issuance, at anytime thereafter, a punch list citing uncompleted or corrective work for which the Contractor is to promptly complete and/or correct.

1D-40 ACTIVITY IN A STATE HIGHWAY RIGHT-OF-WAY

- a) A Highway Work Permit must be obtained from the New York State Department of Transportation (NYSDOT) prior to the commencement of work on any activity in the state highway right-of-way. Further information regarding Highway Work Permits can be obtained by contacting the NYSDOT Broome County Residency at (607) 775-0522.

1D-41 SITE UTILITY SURVEY REQUIREMENTS

- 1. *Survey (Pre Construction)*

- a) A licensed surveyor, to be designated and paid for by the Contractor, shall establish one (1) fixed benchmark and one (1) fixed baseline at the project site. The Contractor shall work from the benchmarks and baselines shown on the drawings and established at the site, by the aforesaid surveyor, to establish any and all other supplementary benchmarks and baselines that are required in order for the Contractor to lay out the contractual work. This survey shall be transmitted to Binghamton University as a current version AutoCAD file.
- b) The Contractor shall furnish, at their expense, any and all equipment, tools, materials, and labor, as may be required in laying out any part of the work.
- c) If, for any reason, benchmarks are disturbed by the Contractor or any of its subcontractors or sub-sub contractors, it shall be the responsibility of the Contractor to have them re-established by the designated licensed surveyor, without cost to the University. Binghamton University and/or the Consultant may require that construction be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking completed work or work in progress.
- d) Costs associated with Pre-Construction survey responsibilities shall be identified as a separate line item in the Contractor's Schedule of Values.

2. Record Survey (Post Construction)

- a) Prior to the University's final acceptance of the project, a licensed surveyor, to be designated and paid for by the Contractor, shall update Binghamton University's original AutoCAD survey to show all new construction relating to the project. The existing AutoCAD survey file will be provided to the Contractor, by the University, unless otherwise specified elsewhere in the Contract Documents.

The "Record" survey, provided by the Contractor, shall show the following information;

- 1) Final location(s) and arrangement(s) of all underground utilities, connections to the building, and/or re-routing of existing utilities, including but not limited to, sanitary, storm, heating, electric, signal, gas and/or water.
- 2) Final location(s) and arrangement(s) of all site conditions, including but not limited to buildings, loading docks, roads, pedestrian walks, parking lots, stairs, and/or retaining walls.
- 3) Any changes in topography, landscaping, property lines, and "right-of-ways."

To ensure compatibility, the "Record" survey shall conform to the same layering structure of the survey which was provided by the University.

- b) Any and all costs relating to updating and importing the "Record" survey into the existing University's survey is the responsibility of the Contractor.
- c) The "Record" survey shall be transmitted to the University as a current version AutoCAD file, along with the rest of the project's closeout documentation.
- d) Final payment to the Contractor will not be relinquished until the "Record" survey has been approved by the University.
- e) Costs associated with Post Construction survey responsibilities shall be identified as a separate line item in the Contractor's Schedule of Values.

1D-42 LOCATING UNDERGROUND UTILITY MARKINGS

- a) The Contractor shall be responsible for hiring a Utility Location/Marking Company to have all subsurface structures and utilities marked out prior to commencing any construction activities. Request that underground utilities be located and marked within and adjacent to the construction limits.
- b) Contractor is also responsible to contact Dig Safely NY (UFPO) to inform them of the location and type of construction activities which will be taking place.
- c) The Contractor is responsible for maintaining markings once they are made.
- d) Extreme caution shall be used when excavating in marked areas and uncovering existing utilities that are at or adjacent to proposed new work. Means to uncover these utilities, including hand digging to protect said utilities, shall be implemented, to prevent damage. Be alert for potentially unknown underground utilities.
- e) Upon the discovery of any unmarked utilities, the Contractor is to immediately stop excavation and notify the University's Representative. The University's Representative will request assistance from appropriate campus personnel to assist in identification and tracing of the unidentified utility, to the best of their ability.
- f) Do not interrupt existing utilities serving facilities occupied by the Owner, or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated.
 - 1. Notify the University's Representative not less than (3) three working days in advance of proposed utility

interruptions.

2. Do not proceed with utility interruptions without written permission from the University's Representative.
- g) Any damage to marked underground utilities shall be repaired by the contractor, at no cost to the campus. Repairs are to be made immediately. Repairs must be made in accordance with the standards of construction of the University, code, and other applicable laws and regulations. The campus shall inspect and approve all repairs prior to burial. Temporary services are to be provided until permanent repairs are completed.
 - h) The Contractor shall keep record data relating to the location and elevation of existing services and utilities and include this data in the project as-built drawings.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Binghamton University

Johanne Ferraro, Capital Budget Specialist
4400 VESTAL PKWY E
BINGHAMTON NY 13902

Schedule Year 2025 through 2026
Date Requested 02/16/2026
PRC# 2026004133

Location Binghamton University

Project ID#

Project Type Create a 5,500 square foot addition to Nelson A. Rockefeller Collegiate Center consisting of a skills lab, multipurpose room, student lounge, supporting staff offices, with minor renovations within

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2025 through June 2026. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Contractor Registry

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

For additional information, please visit [online](#).

Responsibilities of the Department of Jurisdiction

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

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

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

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

Both the PW 16 and PW 200 forms are available for completion [online](#).

Hours

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

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule 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 www.labor.ny.gov.

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

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

Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Binghamton University

Johanne Ferraro, Capital Budget Specialist
4400 VESTAL PKWY E
BINGHAMTON NY 13902

Schedule Year 2025 through 2026
Date Requested 02/16/2026
PRC# 2026004133

Location Binghamton University

Project ID#

Project Type Create a 5,500 square foot addition to Nelson A. Rockefeller Collegiate Center consisting of a skills lab, multipurpose room, student lounge, supporting staff offices, with minor renovations within

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Amount of Contract: \$ _____

Contract Type:

Approximate Starting Date: ____/____/____

☐ (01) General Construction

☐ (02) Heating/Ventilation

☐ (03) Electrical

☐ (04) Plumbing

☐ (05) Other : _____

Approximate Completion Date: ____/____/____

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

Social Security Numbers on Certified Payrolls:

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

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

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

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

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

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

Effective June 23, 2020

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

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

Required Notice under Article 25-B of the Labor Law

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

The law says that you are an employee unless:

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

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

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

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

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

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

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

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

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

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

Employer Name:

IA 999 (09/16)



Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

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

Chapter 629 of
the Labor Laws
of 2007:

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



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

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

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

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below. Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates. Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use. Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

*Contractor Registry (LL 220-I): Effective December 30th, 2024

Labor Law Section 220-i(6) prohibits contractors from bidding on public work and prohibits both contractors and subcontractors from commencing work on private and public projects subject to prevailing wage requirements. This section requires contractors to submit their Certificate of Registration with their bid materials. Each Certificate of Registration will have a unique registration number. Failure to provide proof of registration, as required by Labor Law Section 220-i, as a minimum qualification will result in the bidder being deemed non-responsive. There is a public database of registered contractors and subcontractors available online at data.ny.gov to confirm registration validity. For additional information on how to register and the requirements, visit <https://dol.ny.gov/public-work-contractor-and-subcontractor-registry-landing>

*Electronic Certified Payroll (LL 220-J): Effective December 31st, 2025

Effective December 31, 2025, all contractors and subcontractors who perform public work, or covered private work subject to the prevailing wage, will be required to submit certified payrolls electronically to the Bureau of Public Work and Prevailing Wage Enforcement. Additional information about the electronic certified payroll submission system will be made available on the Department's Website at <https://dol.ny.gov/Electronic-Payroll>

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

NOTE: For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

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

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.

Shift Work

If the timeline of the contract requires shift work be performed to meet deadlines, the BPWE will enforce the shift work rate as the required rate on the project whether or not shift work is specifically addressed in the contract.

Paid Prenatal Leave

Every employer shall be required to provide to its employees twenty hours of paid prenatal personal leave during any fifty-two week calendar period. Paid prenatal personal leave shall mean leave taken for the health care services received by an employee during their pregnancy or related to such pregnancy, including physical examinations, medical procedures, monitoring and testing, and discussions with a healthcare provider related to the pregnancy. Paid prenatal personal leave may be taken in hourly increments. Benefits for paid prenatal personal leave shall be paid in hourly installments. Employees shall receive compensation at the employee's regular rate of pay, or the applicable minimum wage established by the labor law, whichever is greater, for the use of Paid Prenatal leave.

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

Broome County General Construction

Boilermaker

02/01/2026

JOB DESCRIPTION Boilermaker

DISTRICT 1

ENTIRE COUNTIES

Albany, Broome, Chenango, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schoenectady, Schoharie, Tioga, Warren, Washington

WAGES

Per hour

07/01/2025 01/01/2026
+ \$2.50

Boilermaker \$ 43.34

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker \$26.51
+ \$1.49*

(*) This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Note: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed, and when Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

REGISTERED APPRENTICES

Wages per hour

(1/2) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th
\$19.71	\$19.71	\$20.69	\$21.64	\$22.62	\$23.60	\$24.57	\$25.53
+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**

(**) This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

1-197

Broadband

02/01/2026

JOB DESCRIPTION Broadband

DISTRICT 4

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, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schoenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

PARTIAL COUNTIES

Orange: Only in the Village of Greenwood Lake, Village of Highland Falls, Town of Tuxedo, and Town of Patterson

WAGES

NOTE: Applies to all public work and covered private projects, including those receiving ConnectAll funding subject to New York State Labor Law §224-E, solicited on or after July 1, 2025. For all other projects solicited prior to July 1, 2025 please see LINEMAN ELECTRICIAN-TELEDATA

Per Hour: 07/01/2025 08/04/2025

Field Tech \$ 51.31 \$ 52.85
Install/Repair

For outside work (excluding installation on building construction/alteration/renovation projects), stopping at first point of attachment (demarcation), installing/maintaining/repairing broadband internet service.

"Broadband", "Broadband Service", or "Broadband Internet" means mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all internet endpoints, including any capabilities that are incidental to and enable the operation of the communications service, but excluding dial-up internet access service.

Note: EXCLUDES work within ten (10) feet of High Voltage (600 Volts and over) transmission lines for this work, please see LINEMAN

SUPPLEMENTAL BENEFITS

Per Hour:

\$ 23.24

OVERTIME PAY

See (B, K, *R) on OVERTIME PAGE

* Two and one half times the hourly rate after the 8th hour

HOLIDAY

Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

4-CWA-Dist2

Carpenter - Building

02/01/2026

JOB DESCRIPTION Carpenter - Building

DISTRICT 2

ENTIRE COUNTIES

Broome, Tioga

WAGES

Per hour:	07/01/2025	01/01/2026	07/01/2026 Additional	07/01/2027 Additional
Carpenter	\$ 31.69	\$ 32.19	\$ 3.50*	\$ 4.00*
Floor Coverer	31.69	32.19	3.50*	4.00*
Carpet Layer	31.69	32.19	3.50*	4.00*
Dry-Wall	31.69	32.19	3.50*	4.00*
Diver-Wet Day	36.25	36.25	24.44*	4.00*
Diver -Dry Day	32.69	33.19	3.50*	4.00*
Diver Tender	32.69	33.19	3.50*	4.00*

*To be allocated at a later date

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- Pile Drivers/Dock Builders shall receive \$0.25 per hour over the journeyworker's rate of pay when performing piledriving/dock building work.
- Certified welders shall receive \$1.00 per hour over the journeyworker's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work (Effective 7/1/2026 premium increases to \$3.00/hr and will include premium when AWS certification is required).
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
 - 0' to 80' no additional fee
 - 81'to 100' additional \$.50 per foot
 - 101'to 150' additional \$0.75 per foot
 - 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51' to 100' additional \$.75 per foot
 - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

SHIFT WORK

On Agency/Owner mandated shift work, the following rates will be applicable:

1st Shift - Regular Rate

2nd Shift - Premium of 7% of base wage per hour (Effective 7/1/2026 premium increases to 10%)

3rd Shift - Premium of 14% of base wage per hour (Effective 7/1/2026 premium increases to 15%)

Shift work shall be defined as implementing at least two (2) shifts in a twenty-four (24) consecutive hour period. Shift work must be for a minimum of three (3) consecutive days.

SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2025	01/01/2026
Journeyworker	\$ 22.07	\$ 22.07

OVERTIME PAY

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

HOLIDAY

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

Note: Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

REGISTERED APPRENTICES

Wages per hour (1300 hour terms at the following percentage of Journeyworker's base wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

\$ 12.55	\$ 12.55	\$ 15.15	\$ 15.15

NOTE ADDITIONAL AMOUNTS PAID TO APPRENTICES FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- Pile Driving/Dock Builder apprentices shall receive an additional \$0.25 per hour worked when performing piledriving/dock building work.
- Certified Welders shall receive \$1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work (Effective 7/1/2026 premium increases to \$3.00/hr and will include premium when AWS certification is required).
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus \$1.50 per hour.

2-277B-Bro

Carpenter - Building / Heavy&Highway

02/01/2026

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

PARTIAL COUNTIES

Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing west to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then 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

Wages per hour:	07/01/2025	07/01/2026 Additional	07/01/2027 Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	\$ 37.94	\$ 2.25*	\$ 2.25*
* To be allocated at a later date.			

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyworker	\$ 27.34

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Notes:

When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. When a holiday falls upon a Sunday, it shall be observed on the following Monday.

An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

REGISTERED APPRENTICES

Wages per hour (1300 hour terms at the following percentage of Journeyworker's wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour worked:
\$19.10 \$19.69 \$21.83 \$22.42

2-42AtSS

Carpenter - Heavy&Highway

02/01/2026

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Broome, Cayuga, Chemung, Cortland, Delaware, Jefferson, Lewis, Onondaga, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Yates

WAGES

Per hour	07/01/2025	07/01/2026 Additional	07/01/2027 Additional
Carpenter	\$ 39.52	\$ 2.00*	\$ 4.42*
Piledriver	39.52	2.00*	4.42*
Dockbuilder	39.52	2.00*	4.42*
Diver-Wet Day	64.52	2.00*	4.42*
Diver-Dry Day	40.52	2.00*	4.42*
Diver-Tender	40.52	2.00*	4.42*

*To be allocated at a later date.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.
- Certified welders when required to perform welding work will receive an additional \$5.00 per hour.

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:

- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51' to 100' additional \$0.50 per foot
 - 101' to 150' additional \$0.75 per foot
 - 151' to 200' additional \$1.25 per foot
 - 201' and deeper additional \$1.50 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51' to 100' additional \$0.75 per foot
 - 101' to 200' additional \$1.00 per foot
 - Over 201' additional \$1.25 per foot
- Diver rates applies to all hours worked on dive day.

SHIFT WORK

When project owner mandates a single irregular work shift, the Journeyworkers and Apprentices will receive an additional \$4.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 27.31

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

- In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday.

- The employee must work their scheduled workday before and their scheduled workday after the holiday to receive holiday pay.

REGISTERED APPRENTICES

CARPENTER/PILEDRIIVER/DOCKBUILDER APPRENTICES

Wages per hour (1300 hour terms at the following percentage of journeyworker's base wage):

1st	2nd	3rd	4th
65%	70%	75%	80%
Supplemental Benefits per hour:			
\$ 19.07	\$ 19.66	\$ 21.75	\$ 22.34

NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.
- Certified welders when required to perform welding work will receive an additional \$5.00 per hour.

2-277HH-Bro

Electrician

02/01/2026

JOB DESCRIPTION Electrician

DISTRICT 2

ENTIRE COUNTIES

Broome

PARTIAL COUNTIES

Chenango: Entire County except the Townships of Columbus, New Berlin and Sherburne.

Delaware: Only the Townships of Davenport, Delhi, Deposit, Franklin, Hamden, Masonville, Meredith, Sidney, Tompkins and Walton Townships, and that portion of Colchester and Hancock Townships north of the east branch of the Delaware River.

Otsego: Only the Townships of Butternuts, Hartwick, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unadilla and Westford.

Tioga: Only the Townships of Berkshire, Newark Valley, Owego, Richford and Tioga.

WAGES

Per hour: 07/01/2025

Electrician (base wage)	\$ 42.68
Cable Splicer	50.43

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):

Additional \$ 0.50 per hour when required to work underground, such as in tunnels for roads, railroads, or water.

Additional \$ 0.50 per hour when required to work at a height of 40 feet above the ground or roof level.

SHIFT WORK

When shift work is mandated in the job specifications or by the contracting agency, the following journeyworker hourly rates apply. The starting hours of a shift may be adjusted up to two (2) hours in order to meet the needs of the contracting agency.

Between the hours of 8:00AM and 4:30PM	\$ 42.68
Between the hours of 4:30PM and 1:00AM	50.06
Between the hours of 12:30AM and 9:00AM	56.08

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 31.78 plus 3% of wage

OVERTIME PAY

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

*Double time after 8 hours on Saturday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, *8, 16) on HOLIDAY PAGE

When a dated holiday falls on a Saturday it shall be celebrated on Friday. When a dated holiday falls on a Sunday, it shall be celebrated on Monday.

*Good Friday may be celebrated the following Monday by mutual agreement of Employer and Employees.

REGISTERED APPRENTICES

WAGES: Terms at the following percentages of Journeyworker's wage.

1st 0-2000 Hrs 45%	2nd 2000-3500 Hrs 50%	3rd 3500-5000 Hrs 58%	4th 5000-6500 Hrs 68%	5th 6500-8000 Hrs 78%

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):

Additional \$ 0.50 per hour when required to work underground, such as in tunnels for roads, railroads, or water.

Additional \$ 0.50 per hour when required to work at a height of 40 feet above the ground or roof level.

SUPPLEMENTAL BENEFITS per hour:

07/01/2025

1st term	\$ 10.25 plus 3% of the hourly wage
2nd term	\$ 27.12 plus 3% of the hourly wage

All other terms \$ 27.83 plus 3% of the hourly wage

2-325

Elevator Constructor

02/01/2026

JOB DESCRIPTION Elevator Constructor

DISTRICT 6

ENTIRE COUNTIES

Broome, Cayuga, Chenango, Cortland, Franklin, Jefferson, Lewis, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins

PARTIAL COUNTIES

Delaware: Only the towns of: Tompkins, Walton, Masonville, Sidney, Franklin and Deposit.

Madison: Only the towns of: Cazenovia, DeRuyter, Eaton, Fenner, Georgetown, Lebanon, Lenox, Nelson and Sullivan.

Oneida: Only the towns of: Camden, Florence and Vienna.

WAGES

Per hour:	07/01/2025	01/01/2026	01/01/2027
Mechanic	\$ 58.44	\$ 61.003	\$ 63.719
Helper	40.91	42.70	44.60

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 38.435*	\$ 38.985*	39.535*

*NOTE - add 6% of regular hourly rate for all hours worked. Add 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 holiday falls on a Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

WAGES per hour: 1 year terms at the following percentage of the Elevator Constructor wage.

0-6	6-12	2nd	3rd	4th
months	months	year	year	year
50%	55%	65%	70%	80%

SUPPLEMENTAL BENEFITS per hour:

0-6 months: 6% of the hourly apprentice rate paid, no additional supplemental benefits.

All other terms: Same as Journeyworker

6-62.1

Glazier

02/01/2026

JOB DESCRIPTION Glazier

DISTRICT 5

ENTIRE COUNTIES

Broome, Chemung, Chenango, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

WAGES

Per hour:	07/01/2025
Glazier	\$ 30.00

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 33.15

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

1000 hour terms

Appr. 1st term	\$ 20.00
Appr. 2nd term	21.00
Appr. 3rd term	22.00
Appr. 4th term	23.00
Appr. 5th term	24.00
Appr. 6th term	25.00
Appr. 7th term	26.00
Appr. 8th term	27.00

Supplemental Benefits per hour:

Appr. 1st term	\$ 13.27
Appr. 2nd term	13.27
Appr. 3rd term	19.27
Appr. 4th term	19.27
Appr. 5th term	20.27
Appr. 6th term	20.27
Appr. 7th term	21.27
Appr. 8th term	21.27

5-677z3

Insulator - Heat & Frost

02/01/2026

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 7

ENTIRE COUNTIES

Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins

WAGES

Per hour: 07/01/2025

Asbestos Installer	\$ 43.25
Insulation Installer	43.25
(On mechanical systems only)	

SHIFT WORK

The following rates will apply on all contracting agency-mandated shifts worked:

1st Shift	\$ 43.25
2nd Shift	49.74
3rd Shift	51.90

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 27.34

OVERTIME PAY

See (*B1, **K, P) on OVERTIME PAGE

*NOTE: First 10 hours on Saturday.

**NOTE: Holidays that fall on Sunday are subject to double time.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (2*,4,6,28) on HOLIDAY PAGE

*Triple time for Labor Day if worked.

REGISTERED APPRENTICES

WAGES per hour: One (1) year terms at the following percentage of Journeyworker's wage.

1st	2nd	3rd	4th
60%	70%	80%	90%

SUPPLEMENTAL BENEFITS per hour:

\$ 24.09	\$ 24.09	\$ 27.34	\$ 27.34

7-30-Syracuse

Ironworker

02/01/2026

JOB DESCRIPTION Ironworker

DISTRICT 6

ENTIRE COUNTIES

Broome, Cayuga, Cortland, Onondaga, Oswego, Seneca, Tioga, Tompkins

PARTIAL COUNTIES

Chenango: Only the townships of Afton, Bainbridge, Coventry, German, Greene, Guilford, Lincklaen, McDonough, Norwich, Otselic, Oxford, Pharsalia, Pitcher, Preston and Smithville.

Jefferson: Only the townships of Adams, Alexandria, Brownville, Cape Vincent, Clayton, Ellisburg, Henderson, Hounsfield, LeRay, Lorraine, Lyme, Orleans, Pamela, Rodman, Rutland, Theresa, Watertown and Worth.

Madison: Only the townships of Cazenovia, DeRuyter, Fenner, Georgetown, Lenox, Lincoln, Nelson, Smithfield and Sullivan.

Schuyler: Only the townships of Cayuta, Catharine, Hector and Montour.

Wayne: Only the townships of Butler, Galen, Huron, Rose, Savannah and Wolcott.

WAGES

Structural, Reinforcing, Re-bar, Machinery Mover & Rigger, Ornamental & Curtain Wall, Window Wall, Pre-Glazed Metal Framed Windows Attached to Steel or Masonry Including Caulking, Fence Erector (Chain Link/Security), Sheeter/Bridge Rail, Pre-Cast Erector, Stone Derrickman, Pre-Engineered Building Erector, Welder

Per hour:	07/01/2025	07/01/2026
		Additional
Ironworker	\$ 37.16	\$ 2.76*

* To be allocated at a later date.

SHIFT WORK

Multiple shifts mandated by the project owner. All shifts will be eight (8) hours.

1st Shift	\$ 37.16	
2nd Shift	40.88	Starting times between 2PM and 7PM
3rd Shift	42.73	Starting times between 7PM and 12AM

WHEN A SINGLE IRREGULAR SHIFT IS WORKED, WITH START TIMES BASED ON SECOND AND THIRD SHIFTS, ADD 10% TO THE 1ST SHIFT WAGE RATE POSTED ABOVE.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 31.88

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Any holiday which occurs on Saturday shall be observed on the preceding Friday. Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following rates.

1st	2nd	3rd	4th
\$ 21.50	\$ 23.50	\$ 25.50	\$ 27.50

SUPPLEMENTAL BENEFITS per hour:

1st year	\$ 13.03
2nd year	21.36
3rd year	22.55
4th year	23.74

6-60

Laborer - Building

02/01/2026

JOB DESCRIPTION Laborer - Building

DISTRICT 2

ENTIRE COUNTIES

Broome, Chemung, Cortland, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES

Chenango: Entire County except the Townships of Sherburne, Columbus and New Berlin.

Delaware: Only the Townships of Sidney, Masonville, Walton, Tompkins, Deposit, Hancock, and Colchester.

WAGES

Per hour:

GROUP #1: Basic Laborer - excavation, concrete vibrator, power-driven buggie, demolition (including acetylene torch work) that is customarily done by a laborer

GROUP #2: Air Tool Operators, Mason Tenders

GROUP #3: Blaster, Rock Drill (compressor driven)

GROUP #4: Asbestos, Hazardous, Toxic Waste, Lead and Mold Remediation

	07/01/2025	07/01/2026 Additional
GROUP #1	\$ 30.00	\$ 1.25*
GROUP #2	31.00	1.25*
GROUP #3	32.00	1.25*
GROUP #4	32.00	1.25*

*To be allocated at a later date.

IMPORTANT NOTES:

- Laborer tasks on Renewable Energy and Green Energy construction work shall be paid at the appropriate Heavy & Highway rates.
- Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 20.20

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When a holiday falls on Sunday, it shall be observed on the following Monday.

REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percentage of Journeyworker's wage.

1st	2nd	3rd	4th
70%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

1st term	\$ 15.85
2nd term	17.10
3rd term	17.98
4th term	18.85

2-785b

Laborer - Heavy&Highway

02/01/2026

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Broome, Chemung, Cortland, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES

Chenango: Entire County except the Townships of Sherburne, Columbus, and New Berlin.

Delaware: Only the Townships of Sidney, Masonville, Walton, Tompkins, Deposit, Hancock and Colchester.

WAGES

Per hour:

GROUP A: Drill Helper, Flagman, Outboard and Hand Boats.

GROUP B: Basic Rate, Bull Float (where used for strike off only), Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steel Mesh, Small Generators for Laborers Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Water Pump Operators (1-1/2" & Single Diaphragm), Nozzle (Asphalt, Gunitite, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, and Air Tool Operators, Wrecking Laborer.

GROUP C: Drilling equipment - only where a separate air compressor unit supplies power, Acetylene Torch Operators, Asphalt Raker, Powder Man, Tail or Screw Operator on Asphalt Paver.

GROUP D: Blasters, Form Setters (slab steel forms on highways, roads, streets & airport runways), Stone or Granite Curb Setters.

GROUP E: Hazardous Waste defined as when an employee performs hazardous waste removal, lead abatement and removal, asbestos abatement and removal work on State and/or Federally designated waste site and were relevant State and/or Federal regulations require employees to use or wear required forms of personal protection.

	07/01/2025	07/01/2026 Additional	07/01/2027 Additional
GROUP A	\$ 38.06	\$ 3.40*	\$ 4.20*
GROUP B	38.26	3.40*	4.20*
GROUP C	38.46	3.40*	4.20*
GROUP D	38.66	3.40*	4.20*
GROUP E	43.26	3.40*	4.20*

*To be allocated at a later date.

IMPORTANT NOTES:

- Laborer tasks on Renewable Energy and Green Energy construction work shall be paid at the appropriate Heavy & Highway rates.
- Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".
- When an employee is required by the employer and/or by the material data safety sheets of a product, during its application, to wear a half or full-face replaceable cartridge respirator for more than (2) hours, then in such case said employee(s) will be paid the Group E rate for the shift.

SHIFT WORK

A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional \$5.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.35

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

- If Holiday falls on Sunday, it will be celebrated on Monday. If the Holiday falls on Saturday, it will be celebrated on Saturday.
- An Employee must work the scheduled working day before and the scheduled working day after a holiday to receive holiday pay.

REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percentage of Journeyworker's GROUP B wage:

1st	2nd	3rd	4th
70%	80%	90%	95%

SUPPLEMENTAL BENEFITS per hour:

All terms \$ 26.35

2-785h

Laborer - Tunnel

02/01/2026

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 2

ENTIRE COUNTIES

Broome, Chemung, Cortland, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES

Chenango: Entire County except the Townships of Sherburne, Columbus, and New Berlin.

Delaware: Only the Townships of Sidney, Masonville, Walton, Tompkins, Deposit, Hancock and Colchester.

WAGES

Per hour:

GROUP A: Change House Man

GROUP B: Miners and all Machine Men, Safety Miner, All Shaft work, Caisson work, Drilling, Blow Pipe, all Air Tools, Tugger, Scaling, Nipper, Guniting pot to nozzle, Bit Grinder, Signal Man (top and bottom), Concrete Man, Shield Driven Tunnels, mixed face and soft ground, liner plate tunnels in free air.

GROUP C: Blaster

GROUP D: Hazardous waste removal work on a State and/or Federally designated waste site where relevant State and/or Federal regulations require employees to use or wear required forms of personal protection.

	07/01/2025	07/01/2026 Additional	07/01/2027 Additional
Group A	\$ 41.24	\$ 3.40*	\$ 4.20*
Group B	41.44	3.40*	4.20*
Group C	44.24	3.40*	4.20*
Group D	46.24	3.40*	4.20*

*To be allocated at a later date

IMPORTANT NOTES:

- When an employee is required by the employer and/or by the material data safety sheets of a product, during its application, to wear a half or full face replaceable cartridge respirator for more then (2) hours, then in such case said employee(s) will be paid the Group D rate for the shift.

SHIFT WORK

A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional \$5.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.35

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

- If Holiday falls on Sunday, it will be celebrated on Monday. If the Holiday falls on Saturday, it will be celebrated on Friday.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If the holiday falls on Saturday, it will be celebrated on Friday. If the holiday falls on Sunday, it will be celebrated on Monday

REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percentage of Group B wage

1st	2nd	3rd	4th
70%	80%	90%	95%

SUPPLEMENTAL BENEFITS per hour:

All Terms \$ 26.35

2-785T

Lineman Electrician

02/01/2026

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.

Crane Operators: Operation of any type of crane on line projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on line projects.

Digging Machine Operator: All other digging equipment and augering on line projects.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

-----Below rates 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. Includes access matting for line work.

Per hour:	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A:				
Lineman, Technician	\$ 61.56	\$ 64.37	\$ 66.84	\$ 69.47
Crane, Crawler Backhoe	61.56	64.37	66.84	69.47
Welder, Cable Splicer	61.56	64.37	66.84	69.47
Group B:				
Digging Mach. Operator	\$ 55.40	\$ 57.93	\$ 60.16	\$ 62.52
Group C:				
Tractor Trailer Driver	\$ 52.33	\$ 54.71	\$ 56.81	\$ 59.05
Groundman, Truck Driver	49.25	51.50	53.47	55.58
Equipment Mechanic	49.25	51.50	53.47	55.58
Group D:				
Flagger	\$ 33.86	\$ 35.40	\$ 36.76	\$ 38.21

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work." Includes access matting for line work.

Group A:				
Lineman, Technician	\$ 61.56	\$ 64.37	\$ 66.84	\$ 69.47
Crane, Crawler Backhoe	61.56	64.37	66.84	69.47
Cable Splicer	67.72	70.81	73.52	76.42
Certified Welder, Pipe Type Cable	\$ 64.64	\$ 67.59	\$ 70.18	\$ 72.94
Group B:				
Digging Mach. Operator	\$ 55.40	\$ 57.93	\$ 60.16	\$ 62.52
Group C:				
Tractor Trailer Driver	\$ 52.33	\$ 54.71	\$ 56.81	\$ 59.05
Groundman, Truck Driver	49.25	51.50	53.47	55.58
Equipment Mechanic	49.25	51.50	53.47	55.58
Group D:				
Flagger	\$ 33.86	\$ 35.40	\$ 36.76	\$ 38.12

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----Below rates applicable on all switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. Includes access matting for line work.

Group A:				
Lineman, Tech, Welder	\$ 62.94	\$ 65.81	\$ 68.34	\$ 71.03
Crane, Crawler Backhoe	62.94	65.81	68.34	71.03
Cable Splicer	69.23	72.39	75.17	78.13
Certified Welder, Pipe Type Cable	66.09	69.10	71.76	74.58

Group B:				
Digging Mach. Operator	\$ 56.65	\$ 59.23	\$ 61.51	\$ 63.93
Group C:				
Tractor Trailer Driver	\$ 53.50	\$ 55.94	\$ 58.09	\$ 60.38
Groundman, Truck Driver	50.35	52.65	54.67	56.82
Equipment Mechanic	50.35	52.65	54.67	56.82
Group D:				
Flagger	\$ 34.62	\$ 36.20	\$ 37.59	\$ 39.07

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----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. Includes access matting for line work.

Group A:				
Lineman, Tech, Welder	\$ 64.18	\$ 67.10	\$ 69.68	\$ 72.43
Crane, Crawler Backhoe	64.18	67.10	69.68	72.43
Group B:				
Digging Mach. Operator	\$ 57.76	\$ 60.39	\$ 62.71	\$ 65.19
Group C:				
Tractor Trailer Driver	\$ 54.55	\$ 57.04	\$ 59.23	\$ 61.57
Groundman, Truck Driver	51.34	53.68	55.74	57.94
Equipment Mechanic	51.34	53.68	55.74	57.94
Group D:				
Flagger	\$ 35.30	\$ 36.91	\$ 38.32	\$ 39.84

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

SHIFT WORK

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

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

SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A	\$ 31.90*	\$ 32.90*	\$ 34.40*	\$ 35.90*
Group B	\$ 27.90*	\$ 28.90*	\$ 30.40*	\$ 31.90*
Group C	\$ 27.70*	\$ 28.50*	\$ 29.70*	\$ 30.90*
Group D	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

*Plus 7 % of the hourly wage paid. The 7% is based on 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.

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, 15, 25) on HOLIDAY PAGE

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

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

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:	07/01/2025	05/04/2026	05/03/2027	05/01/2028
All terms:	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

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

6-1249a

Lineman Electrician - Teledata	02/01/2026

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

NOTE: Applies to all public work and covered private projects, including those receiving ConnectAll funding subject to LL 224-E, solicited prior to July 1, 2025. For all projects, excluding dial-up internet access service, solicited on or after July 1, 2025, please see BROADBAND

Per hour: 07/01/2025

Cable Splicer	\$ 40.81
Installer, Repairman	\$ 38.73
Teledata Lineman	\$ 38.73
Tech., Equip. Operator	\$ 38.73
Groundman/Flagger	\$ 20.53

For outside work, stopping at first point of attachment (demarcation).

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work, please see LINEMAN.

SHIFT WORK

THE FOLLOWING RATES APPLY WHEN THE CONTRACTING AGENCY MANDATES MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION ARE WORKED. WHEN TWO (2) OR THREE (3) SHIFTS ARE WORKED THE FOLLOWING RATES APPLY:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 5.77
	*plus 3% of the hour wage paid

*The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting	02/01/2026

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on Traffic Signal/Lighting projects.

Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.

Per hour:	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A:				
Lineman, Technician	\$ 52.86	\$ 55.31	\$ 57.40	\$ 59.64
Crane, Crawler Backhoe	52.86	55.31	57.40	59.64
Certified Welder	55.50	58.08	60.27	62.62
Group B:				
Digging Machine	\$ 47.57	\$ 49.78	\$ 51.66	\$ 53.68
Group C:				
Tractor Trailer Driver	\$ 44.93	\$ 47.01	\$ 48.79	\$ 50.69
Groundman, Truck Driver	42.29	44.25	45.92	47.71
Equipment Mechanic	42.29	44.25	45.92	47.71
Group D:				
Flagger	\$ 31.72	\$ 33.19	\$ 34.44	\$ 35.78

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

SHIFT WORK

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

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

SUPPLEMENTAL BENEFITS

Per hour worked:

	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A	\$ 31.90*	\$ 32.90*	\$ 34.40*	\$ 35.90*
Group B	\$ 27.90*	\$ 28.90*	\$ 30.40*	\$ 31.90*
Group C	\$ 27.70*	\$ 28.50*	\$ 29.70*	\$ 30.90*
Group D	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

* Plus 7% of the hourly wage paid. The 7% is based on 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.

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, 15, 25) on HOLIDAY PAGE

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

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

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

	07/01/2025	05/04/2026	05/03/2027	05/01/2028
All terms:	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

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

6-1249a-LT

Lineman Electrician - Tree Trimmer

02/01/2026

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 includes stump removal near underground energized electrical lines including telephone and CATV lines.

Per hour:	07/01/2025	01/01/2026	01/04/2026	01/03/2027
Tree Trimmer	\$ 33.18	\$ 33.18	\$ 34.67	\$ 36.23
Equipment Operator	29.35	29.35	30.67	32.05
Equipment Mechanic	29.35	29.35	30.67	32.05
Truck Driver	23.85	23.85	24.93	26.05
Groundman	19.64	19.64	20.53	21.45
Flagger	15.50	16.00	16.20	16.93

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 10.98*	\$ 10.98*	\$ 11.23*	\$ 11.48*

* Plus 4.5% of the hourly wage paid. The 4.5% is based on straight time rate or premium rate.

OVERTIME PAY

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

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

HOLIDAY

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

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

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday. All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building

02/01/2026

JOB DESCRIPTION Mason - Building

DISTRICT 5

ENTIRE COUNTIES

Broome, Chenango, Delaware, Otsego, Tioga

WAGES

Per hour:	07/01/2025

Building:	
Bricklayer, Cement	\$ 34.34

Mason, Plasterer, Stone
Mason, Tuck Pointer

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 29.76

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following rates:

1st	2nd	3rd	4th
\$ 21.89	\$ 27.04	\$ 28.22	\$ 30.91

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 23.69	\$ 24.70	\$ 27.64	\$ 29.07

5-3B - Bing - Z2

Mason - Heavy&Highway

02/01/2026

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 5

ENTIRE COUNTIES

Allegany, Broome, Chautauqua, Chemung, Chenango, Cortland, Delaware, Genesee, Livingston, Monroe, Ontario, Orleans, Otsego, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

PARTIAL COUNTIES

Cattaraugus: Entire county except in the Township of Perrysburg and the Village of Gowanda only the Bricklayer classification applies.
Erie: Only the Bricklayer classification applies.
Niagara: Only the Bricklayer classification applies.

WAGES

Per hour: 07/01/2025
Heavy & Highway:
Cement Mason \$ 38.63
Bricklayer 38.63

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 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:

1500 hour terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental benefits per hour:

1st term	\$ 15.40
2nd term	\$ 24.62
3rd term	\$ 25.04

4th term \$ 25.45

5-3h

Mason - Tile Finisher**02/01/2026**

JOB DESCRIPTION Mason - Tile Finisher**DISTRICT** 5**ENTIRE COUNTIES**

Broome, Chemung, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES

Allegany: Towns of Alfred, Almond, Andover and Burns in Allegany County

WAGES

Wages

Per hour: 07/01/2025

Building:

Marble, Slate, Terrazzo \$ 32.45

and Tile Finisher

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 23.52

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

1st	2nd	3rd
\$ 19.47	\$ 22.72	\$ 25.96

Supplemental benefits per hour:

1st	2nd	3rd
\$ 15.12	\$ 15.72	\$ 20.37

5-3TF - Z4

Mason - Tile Setter**02/01/2026**

JOB DESCRIPTION Mason - Tile Setter**DISTRICT** 5**ENTIRE COUNTIES**

Broome, Chemung, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES

Allegany: Towns of Alfred, Almond, Andover and Burns.

WAGES

Wages

Per Hour: 07/01/2025

Building:

Marble, Slate, Terrazzo \$ 34.69

and Tile Setter

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 27.06

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

1st	2nd	3rd	4th
\$ 20.81	\$ 24.28	\$ 27.75	\$ 31.22

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 15.59	\$ 16.26	\$ 25.70	\$ 26.38

5-3TS - Z4

Millwright

02/01/2026

JOB DESCRIPTION Millwright

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES

THE FOLLOWING RATE APPLIES TO ANY GAS/STEAM TURBINE AND OR RELATED COMPONENT WORK, INCLUDING NEW INSTALLATIONS OR MAINTENANCE AND ANY/ALL WORK PERFORMED WITHIN THE PROPERTY LIMITS OF A NUCLEAR FACILITY.

Per hour: 07/01/2025

Millwright - \$ 47.00
Power Generation

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive an additional \$1.75 per hour provided they are directed to perform Certified Welding.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) is required, then that employee shall receive an additional \$1.50 per hour.
- An employee performing the work of a machinist shall receive an additional \$2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker \$ 28.45*

*NOTE: Subject to OT premium

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of Journeyworker's wage:

Appr. 1st year	65%*
Appr. 2nd year	75%*
Appr. 3rd year	80%*
Appr. 4th year	90%*

*NOTE: Additional premium for the following work listed below:

Certified Welder	\$ 1.75
Hazardous Waste Work	1.50
Machinist	2.00
Underground	1.00

(500' and below)

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.95
Appr. 2nd year	23.50
Appr. 3rd year	25.15
Appr. 4th year	26.80

6-1163Power

Millwright

02/01/2026

JOB DESCRIPTION Millwright

DISTRICT 6

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Herkimer, Madison, Seneca, Tioga, Yates

WAGES

Per hour: 07/01/2025

Building	\$ 38.00
Heavy & Highway	41.50

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive an additional \$1.75 per hour provided he/she is directed to perform certified welding.
- On Building projects, If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive an additional \$1.50 per hour.
- H/H work performed on hazardous waste sites where employees are required to wear protective gear shall receive an additional \$2.00 per hour over the Millwright H/H rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive an additional \$2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 26.54

OVERTIME PAY

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

HOLIDAY

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

NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on a Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of Journeyworker's wage:

Appr. 1st year	65%*
Appr. 2nd year	75%*
Appr. 3rd year	80%*
Appr. 4th year	90%*

*NOTE: Additional premium for the following work listed below:

Certified Welder	\$ 1.75
Hazardous Waste (Bldg)	1.50
Hazardous Waste (H/H)	2.00
Machinist	2.00
Underground	1.00
(500' and below)	

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.95
Appr. 2nd year	22.16
Appr. 3rd year	23.62
Appr. 4th year	25.08

6-1163 Zone 2

Operating Engineer - Building

02/01/2026

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 1

ENTIRE COUNTIES

Broome, Chenango, Tioga

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

NOTE:

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

--If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C

CLASS A1*: All cranes that require NYS crane license, tower cranes** (including self erecting), hydraulic cranes, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks, cherry pickers, overhead cranes (gantry or saddle type), truck cranes

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, Profiler/Milling machine.

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, vacuum 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, belcrete power pack (belcrete system), seeding, and mulching machines, pumps, rotating telehandler (that does not require NYS crane license).

WAGES per hour

07/01/2025

Class A1*	\$ 51.71
Class A	\$ 49.31
Class B	\$ 48.85
Class C	\$ 46.54

(*) 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 over A1 rate for Tower Cranes (no tonnage premium applies)

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.

SUPPLEMENTAL BENEFITS

Per hour

07/01/2025

Journeyworker

\$ 32.95

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 Journeyworker's wage Class B:

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked

All terms 07/01/2025
\$ 28.35

1-158 BCT

Operating Engineer - Heavy&Highway

02/01/2026

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 1

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

NOTE:

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

--- If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C

CLASSIFICATION A1*: All Cranes that require a NYS Crane License; tower cranes(including self erecting)**; hydraulic cranes, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks, cherry pickers, overhead cranes (gantry or saddle type), truck 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 Purpose Hydraulically 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, PB-4 and similar type, Power Grader, Profiler/Milling Machine (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 (Non-Automated), Blast or Rotary Drill (Truck or Tractor Mounted), Brokk, Boring Machine, Cage Hoist, Central Mix Plant [(Non-Automated) 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, Hi Pressure 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/Milling Machine (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 Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacuum 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, Gunit 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, Revinus 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 Insertter (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

WAGES per hour

07/01/2025

Class A1*	\$ 60.30
Class A	57.30
Class B	56.39
Class C	53.82

(*) 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 (no tonnage premiums apply)

-- 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

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.

SHIFT WORK

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.

SUPPLEMENTAL BENEFITS

Per hour

07/01/2025

Journeyworker	\$ 33.70

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 Journeyworker's wage Class B

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked

07/01/2025

All Terms	\$ 28.30

Operating Engineer - Survey Crew

02/01/2026

JOB DESCRIPTION Operating Engineer - Survey Crew

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 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.

07/01/2025

Party Chief	\$ 52.91
Instrument Person	48.67
Rod Person	36.29

Additional \$3.00/hr. for Tunnel Work

Additional \$2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 30.10

OVERTIME PAY

See (B, E, P, *X) on OVERTIME PAGE

*Note: \$25.10/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 the Percentage of Rod Persons Wage:

07/01/2025

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 21.88 / PHP \$18.03
1001-2000	24.90 / " 20.45
2001-3000	27.93/ " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

02/01/2026

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.

07/01/2025

Party Chief	\$ 52.91
Instrument Person	48.67
Rod Person	36.29

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	\$ 30.10

OVERTIME PAY

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

*Note: \$25.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2025

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 21.88 / PHP \$18.03
1001-2000	\$ 24.90 / " 20.45
2001-3000	\$ 27.93 / " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

Operating Engineer - Tunnel

02/01/2026

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: 07/01/2025

CLASS A	\$ 58.44
CLASS B	57.22
CLASS C	54.43
CLASS D	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.

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	\$ 62.44
Crane 2	61.44
Crane 3	60.44

SUPPLEMENTAL BENEFITS

Per hour:

\$ 25.90
+ 10.10*

* This portion of the benefits subject to SAME PREMIUM as shown for overtime wages.

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

NOTE: If a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

WAGES:(1000) hours terms at the following percentage of Journeyworker's Class B wage.

1st term	60%
2nd term	65%
3rd term	70%
4th term	75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker

7-158-832TL.

Painter

02/01/2026

JOB DESCRIPTION Painter

DISTRICT 2

ENTIRE COUNTIES

Broome, Chenango, Tioga

WAGES

Per hour:

	07/01/2025	05/01/2026 Additional
Painter	\$ 28.20	\$ 1.85*
Taper, Paperhangers, and Vinyl hangers	29.61	1.90*

*To be allocated at a later date.

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):

- Additional \$ 1.10 per hour for Brush and Roll Epoxy (Solvent Base Only)
- Additional \$ 0.60 per hour for Swing Scaffold, Boatswain chair, Spray helper, Steam cleaning acid and high pressure water, Power grinders with respirator
- Additional \$ 0.60 per hour for Structural steel (buildings) defined as new or old construction where ceilings, walls or the steel itself is to be painted from open trusses which require climbing or crawling without the support of solid scaffolding or scaffolding starting at the floor or ground level.
- Additional \$ 1.00 per hour for Spray Painting
- Additional \$ 1.00 per hour for Steeple Jack (Over 100 feet)
- Additional \$ 1.50 per hour for Spray Epoxy (Solvent Based)
- Additional \$ 0.90 per hour for Sandblasting

NOTE - SEE BRIDGE PAINTER RATES FOR BRIDGES & TANKS

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 24.98

OVERTIME PAY

See (B, E2, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

A Holiday that falls on a Sunday will be celebrated on Monday, a holiday that falls on a Saturday will be celebrated on Friday.

REGISTERED APPRENTICES

WAGES:

Painter: 750 hour terms at the Painter Apprentice wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00	\$ 25.00

Taper: 750 hour terms at the following Journeyworker Taper Apprentice wage rate:

1st	2nd	3rd	4th	5th	6th
\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00	\$ 25.00

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):

- Additional \$ 1.10 per hour for Brush and Roll Epoxy (Solvent Base Only)
- Additional \$ 0.60 per hour for Swing Scaffold, Boatswain chair, Spray helper, Steam cleaning acid and high pressure water, Power grinders with respirator

- Additional \$ 0.60 per hour for Structural steel (buildings) defined as new or old construction where ceilings, walls or the steel itself is to be painted from open trusses which require climbing or crawling without the support of solid scaffolding or scaffolding starting at the floor or ground level.
- Additional \$ 1.00 per hour for Spray Painting
- Additional \$ 1.00 per hour for Steeple Jack (Over 100 feet)
- Additional \$ 1.50 per hour for Spray Epoxy (Solvent Based)
- Additional \$ 0.90 per hour for Sandblasting

SUPPLEMENTAL BENEFITS per hour:

Painter/Decorator:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 6.00	\$ 7.00	\$ 8.00	\$ 9.10	\$ 11.00	\$ 11.00	\$ 13.00	\$ 14.00

Taper/Drywall Finisher:

1st	2nd	3rd	4th	5th	6th
\$ 6.00	\$ 7.00	\$ 8.00	\$ 10.00	\$ 13.00	\$ 14.00

2-178 B

Painter

02/01/2026

JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/2025	05/01/2026
		Additional
Bridge	\$ 46.19	\$ 2.50
Tunnel	46.19	
Tank*	44.19	

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.

*Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

SHIFT WORK

Note an additional \$1.50 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS

Per hour:	\$ 31.51

OVERTIME PAY

Exterior work only See (B, E2, E4, F, R) on OVERTIME PAGE.

All other work See (B, F, R) on OVERTIME PAGE.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following wage:

1st	2nd	3rd	4th	5th	6th
\$ 24.00	\$ 26.00	\$ 28.00	\$ 30.00	\$ 34.00	\$ 38.00

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th
\$ 6.60	\$ 6.95	\$ 7.30	\$ 7.65	\$ 8.00	\$ 8.35

3-4-Bridge, Tunnel, Tank

Painter - Metal Polisher

02/01/2026

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

	07/01/2025
Metal Polisher	\$ 40.33
Metal Polisher*	41.43
Metal Polisher**	44.33

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2025

Journeyworker:	
All classification	\$ 13.44

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:

	07/01/2025
1st year	\$ 20.17
2nd year	22.18
3rd year	24.20
1st year*	\$ 20.56
2nd year*	22.62
3rd year*	24.74
1st year**	\$ 22.67
2nd year**	24.68
3rd year**	26.70

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 8.94
2nd year	8.94
3rd year	8.94

8-8A/28A-MP

Plumber

02/01/2026

JOB DESCRIPTION Plumber

DISTRICT 2

ENTIRE COUNTIES

Broome, Chenango

PARTIAL COUNTIES

Cortland: Only the Township of Marathon.

Delaware: Only the Townships of Andes, Bovina, Colchester, Davenport, Delhi, Deposit, Franklin, Hamden, Hancock, Harpersfield, Kortright, Masonville, Meredith, Sidney, Stamford, Tompkins and Walton.

Madison: Only the Township of Georgetown.

Otsego: Only the Townships of Burlington, Butternuts, Decatur, Edmeston, Hartwick, Laurens, Maryland, Milford, Morris, New Lisbon, Oneonta, Otsego, Pittsfield, Unadilla, Westford and Worchester.

Tioga: Only the Townships of Newark Valley and Owego.

WAGES

Per hour:	07/01/2025	05/01/2026
		Additional
Plumber	\$ 44.91	\$ 3.45*
Steamfitter	44.91	3.45*

*To be allocated at a later date

SHIFT WORK

Agency-mandated shift operations:

1. Shift work shall start no earlier than 6AM Monday and will conclude no later than 9AM Saturday (overtime premiums applicable after 8 hours in a shift).
2. Single irregular shiftwork, less than 3 consecutive days will be paid at the rate of time and one-half of the regular hourly rate.
3. 3 consecutive work days or more:
 - First Shift - No Premium (Starting 6AM-9AM)
 - Second Shift - Regular hourly rate plus 12%
 - Third Shift - Regular hourly rate plus 18%

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 15.15
	+18.21*

*This portion of the benefit is subject to the SAME PREMIUM as shown for overtime on projects over \$100 million in total construction costs (including engineering & architecture).

OVERTIME PAY

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

*portion of supplemental benefits subject to V code when project cost is over \$100 million (including engineering & architecture).

HOLIDAY

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

When a Holiday falls on Sunday, it will be celebrated the following day. If the holiday falls on a Saturday, it will be observed that day unless so determined by the Federal Government to be celebrated on a different day.

REGISTERED APPRENTICES

WAGES: One year terms at the following percentage of Journeyworker's wage.

1st.	2nd.	3rd.	4th.	5th.
50%	55%	60%	70%	85%

SUPPLEMENTAL BENEFITS per hour:

1st term	\$ 15.15
	+8.92*
All other terms	\$ 15.15
	+14.21*

*This portion of the benefit is subject to the SAME PREMIUM as shown for overtime on projects over \$100 million in total construction costs (including engineering & architecture).

2-112s-SF

Roofer

02/01/2026

JOB DESCRIPTION Roofer

DISTRICT 2

ENTIRE COUNTIES

Broome, Chemung, Chenango, Delaware, Otsego, Schoharie, Schuyler, Steuben, Tioga, Tompkins

WAGES

Per hour:	07/01/2025
Roofer, Waterproofer	\$ 30.33
	+ 1.02*

*This amount is paid for all hours worked, whether regular or premium hours.

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount not subject to overtime premiums):

- On days where more than one shift is worked on the job, the hours worked after 4:30 PM and before 6:30 AM will be paid an additional \$1.90 per hour premium. This premium is not for use in emergency repair situations.
- Premium of \$1.25 per hour will be paid for the application, rip-off or handling of pitch products. The premium will be paid for pitch that is showing, covered or buried on the roof.
- Premium of \$1.25 per hour will be paid for asbestos abatement requiring a half face respirator.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 23.99

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages:

Hours per term	
0-667 Hrs.	\$ 21.24 + 0.71*
668-1335 Hrs.	22.76 + 0.76*
1336-2002 Hrs.	24.27 + 0.81*
2003-2669 Hrs.	25.79 + 0.86*
2670-3336 Hrs.	27.30 + 0.92*
3337-4000 Hrs.	28.82 + 0.97*

*This amount is paid for all hours worked, whether regular or premium hours.

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount not subject to overtime premiums):

- On days where more than one shift is worked on the job, the hours worked after 4:30 PM and before 6:30 AM will be paid an additional \$1.90 per hour premium. This premium is not for use in emergency repair situations.
- Premium of \$1.25 per hour will be paid for the application, rip-off or handling of pitch products. The premium will be paid for pitch that is showing, covered or buried on the roof.
- Premium of \$1.25 per hour will be paid for asbestos abatement requiring a half face respirator.

Supplemental Benefits:	
0-667 Hrs.	\$ 19.93
668-1335 Hrs.	20.62
1336-2002 Hrs.	21.29
2003-2669 Hrs.	21.96
2670-3336 Hrs.	22.65
3337-4000 Hrs.	23.32

2-203elmi

Sheetmetal Worker

02/01/2026

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 2

ENTIRE COUNTIES

Allegany, Broome, Chemung, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

WAGES

Per hour:

	07/01/2025	05/01/2026	05/01/2027
		Additional	Additional
Sheetmetal Worker	\$ 39.74	\$ 4.00**	\$ 4.00**
	+ 0.99*		

NOTE: Ten cents (\$0.10) per hour additional premium to be paid when working polyresin fiberglass.

*Amount is paid for every hour worked (amount not subject to overtime premium)

**To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 22.41

OVERTIME PAY

See (*B1, Q) on OVERTIME PAGE

*On Saturday, time and one half of the hourly rate for the first ten (10) hours, then two (2) times the hourly wage rate for all hours after ten (10) hours worked.

HOLIDAY

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

Note: Holidays are observed on the Holiday, not on the day that it is locally observed.

REGISTERED APPRENTICES

WAGES per hour:

Indentured after 05/01/2025 (1-year Terms):

1st	2nd	3rd	4th	5th
\$ 23.84	\$ 25.83	\$ 27.82	\$ 31.79	\$ 33.78
+0.60*	+0.65*	+0.70*	+0.79*	+0.84*

Indentured prior to 05/01/2025 (Half Year Terms):

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 23.84	\$ 23.84	\$ 25.83	\$ 27.82	\$ 29.81	\$ 31.79	\$ 33.78	\$ 35.77
+0.60*	+0.60*	+0.65*	+0.70*	+0.75*	+0.79*	+0.84*	+0.89*

*Amount is paid for every hour worked (amount not subject to overtime premium)

SUPPLEMENTAL BENEFITS per hour:

Indentured after 05/01/2025:

1st	2nd	3rd	4th	5th
\$ 2.12	\$ 18.64	\$ 18.72	\$ 18.88	\$ 22.17

Indentured prior to 05/01/2025:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 2.12	\$ 2.12	\$ 18.64	\$ 18.72	\$ 18.80	\$ 18.88	\$ 18.97	\$ 19.05

2-112

Sprinkler Fitter

02/01/2026

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Washington, Wayne, Wyoming, Yates

WAGES

Per hour 07/01/2025

Sprinkler \$ 45.06
Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker \$ 29.41

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
\$ 23.28	\$ 25.98	\$ 28.15	\$ 30.31	\$ 31.94	\$ 34.64	\$ 36.81	\$ 38.97	\$ 41.14	\$ 43.30

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 9.57	\$ 9.57	\$ 21.49	\$ 21.49	\$ 21.74	\$ 21.74	\$ 21.74	\$ 21.74	\$ 21.74	\$ 21.74

1-669

Teamster - Building**02/01/2026**

JOB DESCRIPTION Teamster - Building**DISTRICT** 6**ENTIRE COUNTIES**

Broome, Cayuga, Cortland, Delaware, Onondaga, Seneca, Tompkins, Yates

PARTIAL COUNTIES

Allegany: Only the Townships of Alfred, Almond, Burns.

Chenango: Only the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.

Madison: Only the Townships of Cazenovia, DeRuyter, Fenner, Georgetown, Lenox, Nelson and Sullivan.

Oswego: All Townships except Boyston, Redfield and Sandy Creek.

Otsego: Only the Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otsego, Unadilla, and Worchester.

Steuben: Only the Townships of Canisteo, Cohoctan, Dansville, Fremont, Greenwood, Hornell, Hartsville, Jasper, Prattsburg, Troupsburg, and West Union.

Tioga: Only the Townships of Berkshire, Candor, Newark Valley, Nichols, Owego, Richford, and Tioga. All territory east of Nichols/Smithboro to Broome County, within the State of New York.

WAGES

GROUP A: Straight Trucks.

GROUP B: Tractor Trailer, Farm Tractor, Fuel Truck.

GROUP C: Euclid.

GROUP D: On site Mechanic.

Per hour: 07/01/2025

Building: (under \$ 5 million*)

GROUP A, B, C, D \$ 34.43

Building: (over \$ 5 million*)

GROUP A, B \$ 35.48

GROUP C 35.83

GROUP D 35.63

* Total project cost including General Construction, Plumbing, HVAC and Electrical

SUPPLEMENTAL BENEFITS

Per hour:

(under \$5 million*) \$ 30.87

(over \$5 million*) 31.67

* Total project cost including General Construction, Plumbing, HVAC and Electrical

OVERTIME PAY

(D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

6-317

Teamster - Heavy&Highway**02/01/2026**

JOB DESCRIPTION Teamster - Heavy&Highway**DISTRICT** 2**ENTIRE COUNTIES**

Broome, Delaware

PARTIAL COUNTIES

Chenango: Only the Townships of Smithville, Greene, Coventry, Oxford, Afton, Bainbridge and Guilford.

Otsego: Only the Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otsego, Unadilla and Worchester.

Tioga: Only the Townships of Nichols, Tioga, Candor, Richford, Berkshire, Newark Valley and Owego.

WAGES

Per hour:

GROUP #1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanic Helpers and Parts Chasers, Tandems and Batch Trucks, Mechanics, Dispatcher. Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, Agitator, Mixer Trucks and Dumpcrete type vehicles, Truck Mechanic.

GROUP #2: Specialized Earth Moving Equipment-Euclid type or similar off-highway where not self-loading. Straddle (Ross) Carrier, and self-contained concrete mobile truck. Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

GROUP #3: Fuel Truck that requires a HazMat license endorsement.

	07/01/2025	07/01/2026	07/01/2027
Group #1	\$ 36.63	\$ 39.98	\$ 43.64
Group #2	36.72	40.07	43.73
Group #3	41.63	44.98	48.64

NOTES

- An additional \$1.50 per hour shall be paid to an employee who performs hazardous waste removal work on a City, County, State and/or Federally designated waste site where employee is required to use or wear personal protective equipment.

SHIFT WORK

- A single irregular work shift can start any time between 5:00pm and 1:00am. All employees who work a single irregular shift on governmental mandated night work shall be paid an additional \$5.00 per hour (applicable on projects bid on or after 07/01/2020).

SUPPLEMENTAL BENEFITS

Per hour paid:

\$ 28.20	\$ 28.85	\$ 29.69

OVERTIME PAY

See (B, 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 will be celebrated Monday.

Any employee laid off within the week in which a holiday falls shall receive holiday pay.

2-317(Bing)

Welder

02/01/2026

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 07/01/2025

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (B3) Time and one half of the hourly rate after 40 straight hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays

- (S) Two and one half times the hourly rate for Holidays
- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day
(28)	Easter Sunday

(29) Juneteenth

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone

Fax

E-Mail:

2. NY State Units (see Item 5).

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone

Fax

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:
Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

☐

1. New Building

☐

2. Addition to Existing Structure

☐

3. Heavy and Highway Construction (New and Repair)

☐

4. New Sewer or Waterline

☐

5. Other New Construction (Explain)

☐

6. Other Reconstruction, Maintenance, Repair or Alteration

☐

7. Demolition

☐

8. Building Service Contract

8. OCCUPATION FOR PROJECT :

☐ Construction (Building, Heavy
Highway/Sewer/Water)

☐ Tunnel

☐ Residential

☐ Landscape Maintenance

☐ Elevator maintenance

☐ Exterminators, Fumigators

☐ Fire Safety Director, NYC Only

☐ Fuel Delivery

☐ Guards, Watchmen

☐ Janitors, Porters, Cleaners,
Elevator Operators

☐ Moving furniture and
equipment

☐ Trash and refuse removal

☐ Window cleaners

☐ Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

For inquiries please call 518-457-5589.

NYSDOL Bureau of Public Work Debarment List 02/13/2026

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AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL		AKHLAQ OULAKH		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		ALEXANDER DELISA		411 THEODORE FREMND SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	*****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	*****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY CASALE		20 HEATHER RIDGE ROAD TROY NY 12180	05/20/2025	05/20/2030
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	DA	*****2404	BJA RENOVATION, CORP		33 DOLLARD DR NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		C.M.C CONTRACTORS, INC.		500 WEST PUTNAM AVE SUITE 400GREENWICH CT 06830	09/03/2025	09/03/2030
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL		CARLOS F. ESCOBAR		411 THEODORE FREMD AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		CARLOS FIGUEROA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
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		CESAREO TULA		120 SEARS AVE ELMSFORD NY 10523	09/26/2025	09/26/2030
DOL	DOL	*****2292	CHAMPION MAINTENANCE CONTRACTORS, INC.		211 SOUTH RIDGE STREET RYE BROOK NY 10573	09/03/2025	09/03/2030
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DOL		CHARLES CASALE		55 MAIN AVENUE WYNANTSKILL NY 12198	05/20/2025	05/20/2030
DOL	DOL		CHARLES CASALE		55 MAIN AVENUE WYNANTSKILL NY 12198	05/20/2025	05/20/2030
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER PEROSI		5507 NESCONSET HIGHWAY MT. SINAI NY 11766	07/17/2025	07/17/2030
DOL	DOL	*****2281	CORRAO TRUCKING, INC.		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
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

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DOL	DOL		DANIEL DELISA		211 SOUTH RIDGE STREET RYE BROOK NY 10573	09/03/2025	09/03/2030
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARWIN PEGUESE		6400 BALTIMORE NATIONAL SUITE 602CANTONSVILLE NY 21228	10/24/2024	10/24/2029
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL		DENISE NAGLE		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****2337	EGL DRAINAGE SOLUTION & REPAIRS LLC		5507 NESCONSET HIGHWAY MT. SINAI NY 11766	07/17/2025	07/17/2030
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EMIL KISZKO		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION CORP.		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION LLC		4192 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		GIOVANNI NAPOLITANO		2501 BAYVIEW AVENUE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DA	*****4760	GTX CONSTRUCTION ASSOCIATES, CORP		2501 BAYVIEW AVE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DOL		HENRY WICKE A/K/A HENRY WICKE, JR.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
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	*****6961	HUNTER ELEVATOR COMPANY, INC.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL	*****2397	ISLAND BREEZE MARINE, INC.		6400 BALTIMORE NATIONAL CANTONSVILLE MD 21228	10/24/2024	10/24/2029
DOL	DOL	*****5010	J. LINDSLEY ENTERPRISE, LLC		1002 STATE ROUTE 176 FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL	*****0241	J. LINDSLEY ROOFING, LLC		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
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

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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		JAMES LINDSLEY		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JENNIFER LINDSLEY		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		JERRY DASTON		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN NAGLE A/K/A JOHN NAGLE, JR.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JONATHAN DELISA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		JORGE FIGUEROA		411 THEODORE FRMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DA		JOSEPH DEMASCO		33 DOLLARD DRIVE NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL		JOSEPH HALL		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL	****2271	JOSEPH HALL COMPANIES LLC		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026

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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		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		KEVIN FUNEZ URBINA A/K/A KEVIN FUNEZ		1009 LYNDAL AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****8760	KJ&J CONSTRUCTION, LLC		1009 LYNDAL AVE TRENTON NJ 08629	12/16/2024	12/16/2029
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	DOL	*****3716	LIGHTNIN ELECTRIC INC.		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LIZETTE PONCE		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****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	DOL		MOHAMMAD MIAN		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	NYC		NASEER CHAUDHRY		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030

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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 BARNETT		33 DOLLARD DR BABYLON NY 11703	03/04/2025	03/04/2030
DOL	DOL		NICHOLAS RAO		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
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		NIKOLA NTONI		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	NYC	****6971	NN CONSTRUCTION, INC.		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
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	****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL	****4772	R.W. LOBDELL CONSTRUCTION LLC		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL	****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		ROSA GARCIA		411 THEODORE FRMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DA	****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		SILVANO TRAVAJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC	****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

NYSDOL Bureau of Public Work Debarment List 02/13/2026

Article 8

DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEVEN DELISA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED MUHAMMAD S. JAFRI A/K/A SHARRUKH JAFRI		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	****4855	TECH INDUSTRIES LLC		20 HEATHER RIDGE ROAD TROY NY 12180	05/20/2025	05/20/2030
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	****2426	THE MATRUKH GROUP, INC.		4307 28TH AVE PO BOX 9082ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		THOMAS LOBDELL		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****8485	TULA PLUMBING AND HEATING LLC		120 SEARS AVE ELMSFORD NY 10523	09/26/2025	09/26/2030
DOL	DOL	****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		VINCENT CORRAO		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL	****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL	****9494	WND CONSTRUCTION LLC		411 THEODORE FREMD AVENUE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

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. Phased construction.
4. Work performed by Owner.
5. Multiple Work Packages.
6. Work under Owner's separate contracts.
7. Owner-furnished/Contractor-installed (OFICI) products.
8. Contractor's use of site and premises.
9. Work restrictions.
10. Specification and Drawing conventions.
11. 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: Nelson A. Rockefeller Collegiate Center Expansion – 415363.

1. Project Location: Binghamton University- main campus.
4400 Vestal Parkway East
Binghamton, New York 13902

- B. Owner: Binghamton University.
 - 1. Architect: Jonathan Negron
 - 2. Architectural Designer: Martin Sweeney
 - 3. Mechanical Engineer: David Lewis
 - 4. Plumbing Engineer: Gregg Tyler
 - 5. Civil Engineer: Brett Barnes
 - 6. Construction Manager: Gregg Pitula
- C. Owner Consultants: Owner has retained the following design professionals who have prepared designated portions of the Contract Documents:
 - 1. Structural Engineer: LaBella Associates
 - 2. Electrical Engineer: P.Max Engineering
- D. Contractor: (contractor to be determined per the bidding process)
- E. Construction Manager/University Representative: Gregg Pitula, Binghamton University
 - 1. Construction Manager has been engaged for this Project to serve as an advisor to Owner and to administer the Contract for construction between Owner and each Contractor, according to a separate contract between Owner and Construction Manager.
- F. 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:
 - a. Renovate areas and Construct addition to Nelson A. Rockefeller Collegiate Center. Addition will contain new meeting rooms and offices to serve the Fleishman Career Center at Binghamton University.
 - b. Two accessible single-use bathrooms and two offices will be added within the footprint of the existing building.
 - c. Mechanical, electrical and special systems infrastructure will be extended from the existing building.
- B. Type of Contract:
 - 1. Project will be a single prime contract.

1.6 WORK PERFORMED BY OWNER

- A. Cooperate fully with Owner, so work may be carried out smoothly, without interfering with or delaying Work under this Contract or work by Owner. Coordinate the Work of this Contract with any work performed by Owner.
- B. Subsequent Work: Owner will perform the following additional work at site after Substantial Completion. Completion of that work will depend on successful completion of preparatory Work under this Contract.

1. Furniture and Equipment procurement and installation.

1.7 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Unrestricted Use of Site: Each Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- 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.
 1. Limits on Use of Site: Confine construction operations to designated work/ contract limits as defined in the contract documents.
 2. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, 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.
- 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.

1.8 COORDINATION WITH OCCUPANTS

- A. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
 1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
 3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.

4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.9 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
 1. Comply with limitations on use of campus roadways, campus walk-ways, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work to between 7 a.m. to 3:30 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: Upon approval of University Representative.
 2. Early Morning Hours: Upon approval of University Representative.
 3. Work in Existing Building: Upon approval of University Representative.
 4. Hours for Utility Shutdowns: Upon approval of University Representative.
- C. On-Site Work Day Restrictions: Do not perform work resulting in utility shutdowns during major University events.
- D. Retain "Existing Utility Interruptions" Paragraph below for existing utilities. Coordinate with requirements for temporary utilities specified in Section 015000 "Temporary Facilities and Controls."
- E. 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 University Representative not less than 4 weeks in advance of proposed utility interruptions.
- F. 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 University Representative not less than 4 weeks in advance of proposed disruptions. Disruptions may not be allowed during major University events.
- G. Retain remaining paragraphs to correspond to Owner's requirements. Revise to suit Project. Where Owner's requirements are extensive, see and insert Owner policy and procedure documents in the Project Manual.
- H. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Project site and on University property is not permitted.

1.10 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.
 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

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. Field Directive allowances.

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.

1.8 Field Directive Allowance

- A. Use the field directive allowance 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 related costs for products and equipment ordered under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, equipment rental, and similar costs.
- C. The Contractor's overhead and profit, including costs for bonds and insurance, and similar costs, for these allowances shall be included in the values of the general requirements of contract sum and are not chargeable under allowance disbursement.
- D. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.
- E. At Project closeout, credit unused amounts remaining in the field directive allowance to Owner by Change Order.

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, Field Orders:
 - 1. Include in the Base Bid in the amount of one hundred fifty-three thousand six hundred dollars (\$153,600.00) for the purpose of covering the costs of field directive work as directed by Architect.
- B. Allowance No. 2, Submittal Exchange:
 - 1. Include in the Base Bid in the amount of eight thousand dollars (\$8,000.00) for the use of online project communication software service as provided by Submittal Exchange, 5500 Westown Parkway, Suite 180 West Des Moines Iowa, 50266.
- C. Allowance No. 3, Existing Mechanical Room Ceiling Coordination:
 - 1. Include in the Base Bid in the amount of ten thousand dollars (\$10,000.00) for the purpose of relocating existing utility pathways, including mechanical, electrical, and data, to create clearance for new utility pathways.

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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. For each alternate, refer to respective drawings listed after the corresponding cover sheet (e.g. G1.0.2 – COVER SHEET – ALTERNATE 1)
- B. Alternate No. 1: Additional of Skylight above Student Lounge
1. Base Bid: No scope.
 2. Alternate: Construction of metal-framed skylight
 - a. Architectural: Removal of panel ceiling from footprint of skylight. Addition of new gypsum board soffit, roof curb with flashing and metal-framed skylight.
 - b. Mechanical: The installation of alternate grille option in vertical wall below skylight.
 - c. Plumbing: Alternate locations of roof drains.
- C. Alternate No. 2: Bike Lane. Contracts with scope as part of this alternate: General Contractor.
1. Base Bid: Construction of a 6'-0" concrete sidewalk.
 2. Alternate: The proposed bike lane runs the length of the site along West Drive with a 6'-0" concrete sidewalk and an 8'-0" asphalt bike lane bordered by a 6" concrete curb. The scope of work also includes relocating two existing street light poles, installing a third pole, and adding two new crosswalks and a bike lane stencil. To manage stormwater runoff from the surrounding area, a new french drain with a 6" perforated HDPE storm pipe will be installed at the edge of the concrete curb.
- D. Alternate No. 3: Electrical Duct Bank. Contracts with scope as part of this alternate: General Contractor, Electrical.
1. Base Bid: No scope.
 2. Alternate: The electrical duct bank work is part of a campus-wide electrical upgrade. To avoid removing newly constructed hardscape features, the section of the duct bank that runs through the site is included in the project as an alternate. The scope includes installing a 10-way concrete encased electrical duct bank extending from an existing stub out, running along West Drive at the north end of the site. A 4-way concrete encased electrical duct bank will also connect to an existing manhole and run beneath the asphalt path east of the new addition.

END OF SECTION 012300

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 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
 - 4. Section 2.20 Equivalents – Approved Equal of State University of NY Construction Agreement

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.
 - 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 5 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 10 days of receipt of request, or 15 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:

1. Any and all submissions for “or equal” products which are submitted by the Contractor after award of Contract must be made by the Contractor within ninety (90) calendar days after the date of award. Contractor agrees it waives and relinquishes the right, claim or privilege, if any, to submit “or equal” proposals if such are made ninety (90) calendar days after the date of award of the Contract to the Contractor.
2. Requests for approval of propose equivalents will be considered by the Architect after bidding ONLY in the following cases;
 - a. The named product cannot be obtained by the Contractor due to strikes, lockouts, bankruptcies or discontinuance of manufacture and the Contractor makes a written request to the Architect for consideration of the proposed equivalent within ten (10) days of the date is ascertains it cannot obtain the named product,
 - b. The proposed equivalent is superior, in the opinion of the Architect, to the named product,
 - c. The proposed equivalent, in the opinion of the Architect, is equal to the named product, and its use is to the advantage of the University and the University receives an equitable credit.
3. Submit requests for substitution immediately on discovery of need for change, but not later than 10 days prior to time required for preparation and review of related submittals.
4. 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.

B. Substitutions for Convenience: Not allowed unless otherwise indicated.

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 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 Sections:
 - 1. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

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.

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. Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 15 business 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 CSI Form 13.6B "Proposal Worksheet Summary".

- 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 Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
 7. Proposal Request Form: Use CSI Form 13.6A "Change Order Request (Proposal)" with attachments CSI Form 13.6B "Proposal Worksheet Summary" and 13.6C "Proposal Worksheet Detail".

1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: Refer to Division 01 Section "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor.

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 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 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. BIM: Building Information Modeling.
- B. RFI: Request for Information. Request from University Representative, 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, in web-based Project software directory. 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 cooperate with Project coordinator, who 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. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and scheduled activities of other contractors and direction of Project coordinator 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.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.
- E. Coordination of Trades: Work of different trades that interfere between mechanical, plumbing electrical, architectural, and structural work shall be avoided by the contractor, within the limits of the practical amount of space required for operation and service of equipment. Keep pipe, duct, conduit, and the like as close to ceiling slabs, walls, columns, etc. to assure maximum benefit of the minimal space allowed. Locate piping, ductwork, and equipment so they do not interfere with the intended use of the operational equipment, and architectural elements. Organize piping, conduit and ductwork in all areas neatly, in an organized arrangement in accordance with approved coordination drawing submittals, in straight, plumb layouts utilizing best quality workmanship for appearance, function and serviceability.

1.6 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings in accordance with requirements in individual Sections, where installation is not completely shown 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. Coordination Drawing Organization: Organize coordination drawings as follows:
1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, 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 sub-framing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures 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 structural, mechanical, plumbing, fire protection, fire alarm, and electrical equipment.
 4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
 5. 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 raised floor areas, and similar items.
6. Mechanical 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 inch diameter and larger.
 - b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire alarm locations.
 - c. Panel board, switch board, 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. Location of combined water service.
 - b. Location of all main and branch piping and sprinkler heads.
 9. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are the Contractor's responsibility. If the Architect determines that the coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, the Architect will so inform the Contractor, who shall make changes as directed and resubmit.
- C. Coordination Digital Data Files: Prepare coordination digital data files in accordance with the following requirements:
1. File Submittal Format: Submit or post coordination drawing files using format same as file preparation format.
 2. Architect will furnish Contractor one set of digital data files of the 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 the Drawings.
 - b. Digital Data Software Program: The Drawings are available in Revit 2021 format.
 - c. Contractor shall execute a data licensing agreement in the form of an Agreement form acceptable to the Owner and Architect.
 3. The Contractor shall manage the process of creating the Coordination Drawings, to sequence resolutions of conflicts in a manner that avoids creation of other conflicts and to track and confirm resolution of conflicts. The Contractor shall have experience providing virtual coordination on projects of similar magnitude and current staffing, hardware and software sufficient to create the completely detailed 3D model before

construction of mechanical and electrical work. The Contractor shall be solely responsible for all information in the model.

4. The sequence of drawings being passed on from one Contractor to the Mechanical, Plumbing, Fire Protection and Electrical subcontractors, and the responsibility of each shall be as follows:
 - a. The initial base Architectural Background drawings shall be placed on the FTP site for the Contractor to access. The Contractor shall be responsible for periodically updating the base drawings with approved architectural revisions.
 - b. Within 10 days from date of issue of the Architectural Background, the Contractor will submit proposed plan layouts and drawing designations. The Contractor will promptly update the backgrounds with detailed layout information based on verification of conditions and dimensions including but not limited to column and beam locations and clear height from finished floors to underside of structure indicating all permanent obstructions. The base drawings provided are drawings that were prepared for use in the printing of bid documents. While generally accurate, there is no guarantee of perfect dimensional accuracy of these initial CAD files. It is the responsibility of the Contractor to verify conditions that may vary and to ensure the accuracy of drawings showing new and existing construction. The background drawings shall be further updated by the contractor with detailed layout information based on approved shop drawing submittals for steel framing, decking and reinforcing, ceilings and access flooring. Within 60 days from award of contract the "C" Contractor will complete the final Architectural Backgrounds with information outlined above and post on the FTP site, and will notify the Architect. Shop drawing submittals must be expedited for all necessary components to complete this work in a timely manner. The Contractor will plot the final background drawings and two set of prints for the owner.
 - c. Each MEP trade shall be assigned a distinct layer to create the detailing work for coordination. The Contractor shall ensure that the layer assigned to one trade cannot be modified by another trade, and that the final product clearly differentiates which trade is responsible for the respective information shown. The latter may occur through the use of colors or other distinct graphic methods.
 - d. Within 21 days of date of issue of final background drawings by the Contractor, the Mechanical subcontractor will post updated drawings to the FTP site indicating accurate layouts for all his work including equipment size and locations, HVAC piping and ductwork indicating all sizes and height above finished floors, grilles, registers, diffusers, dampers, valves, equipment connections and all major components based on approved submittals, and will notify the Architect. Shop drawing submittals must be expedited for all necessary components to complete this work in a timely manner. HVAC ductwork shop drawing submittals and approvals must precede the application of this information to the coordination drawings and the addition of piping and other work. The Mechanical subcontractor will plot the updated background drawings and submit 2 sets of prints for owner as well as post PDF's on the FTP site.
 - e. Within 15 days from date of approval of updated backgrounds by the Mechanical subcontractor, the Plumbing subcontractor will post updated drawings to the FTP site indicating accurate layouts for all plumbing systems indicating sizes and height above finished floor at regular intervals, fixture locations and fire

protection systems, and will notify the Architect.

- f. Within 15 days from date of issue of updated backgrounds by the Plumbing subcontractor, the Electrical subcontractor will post updated drawings to the FTP site indicating accurate layouts for all electrical equipment, conduit runs, all lighting fixtures and electrical devices indicating mounting locations and height above finished floor, and will notify the Architect..
 - g. Contractors may submit completed drawings to the FTP Site prior to the total duration established for each contractor. The C will schedule the sequence for early submissions.
5. Contractor and Mechanical, Plumbing, Fire Protection and Electrical subcontractors as well as owners representative shall meet at weekly meetings to review the status of the coordination process, and drawings at which the foremen and/or Superintendent of each subcontractor will be required to attend. Each will be required to bring at least one color plot of all areas to be coordinated of the most current version on the FTP site at that week's meeting. Each contractor shall review, sign and date each updated coordinated drawing which will indicate their agreement that the coordination drawings have been fully coordinated and are void of all conflicts at each stage (owner signature not required). Final completed coordination drawings (after submission by the Electrical subcontractor) shall be signed off by each Contractor. Any work in place not in conformance with final signed-off coordination drawings will be required to be removed and relocated unless specific written approval has been obtained by the Architect to proceed with certain specific work in advance of final approval.
 6. Any conflicts, etc., discovered after coordination sign-off and during the installation of the Work will be the responsibility of the Contractor to resolve with the approval of the Architect. Additional costs, if any, for these resolutions shall be solely the responsibility of the Contractor.
 7. Work fabricated/installed prior to the completion of this process is performed at the Contractors own risk, and compensation of time/costs for corrections will not be allowed.
 8. Fabrication and installation of work shall not proceed until the Contractor has made all trades agree on the exact arrangements for each area.
 9. The Contractor shall continually monitor the installation to check the spatial location of the installed work and to confirm that installed locations of any part of the work do not vary from the Coordination drawings by the tolerance of more than one inch. Immediately compare discovered variations and provide corrective action to align the installed work with the coordination drawings.
 10. During the project these drawings shall be kept up to date by the Contractor to reflect any and all changes due to field changes, change orders and field orders and shall be used as a basis of the required "As-Built" drawings. At the completion of the contract the Contractor shall gather the latest information and turn over (3) paper sets and (3) CD's of the final updated Coordination drawings which is in addition to the specified trade "as-built" drawings.
 11. The Contractor shall be responsible for timely updates to the coordination drawings to indicate as-built conditions for their work. Updates are required to include all changes regardless of the source or reason for the change, including changes initiated by the Architect or the Architect's Representative. These "as- built" coordination drawing

documents (discs/prints) shall be turned over with certification as to their accuracy upon substantial completion of the project.

1.7 KEY PERSONNEL

- A. Key Personnel Names: Within 15 (fifteen) days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
- B. Post copies of list in project meeting room, in temporary field office, on Project Web site, and by each temporary telephone. Keep list current at all times.

1.8 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.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project name.
 - 2. Owner name.
 - 3. Owner's Project number.
 - 4. Name of Architect and University Representative.
 - 5. Date.
 - 6. Name of Contractor.
 - 7. RFI number, numbered sequentially.
 - 8. RFI subject.
 - 9. Specification Section number and title and related paragraphs, as appropriate.
 - 10. Drawing number and detail references, as appropriate.
 - 11. Field dimensions and conditions, as appropriate.
 - 12. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 13. Contractor's signature.
 - 14. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - 15. 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.

1. Attachments shall be electronic files in PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven days for Architect's response for each RFI.
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."
 4. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Construction Manager 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 bi-weekly. Use software log that is part of web-based Project management software. Include the following: Software log with not less than the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect and Construction Manager.
 4. RFI number, including RFIs that were returned without action or withdrawn.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's or Construction Manager's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 9. Identification of related Field Order, Work 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 and Construction Manager within three days if Contractor disagrees with response.

1.9 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. Retain or revise remaining subparagraphs below if additional Project-specific limitations and restrictions are required, including limitations on incorporating revisions, limitations on availability of Architect's consultant files, limitation of digital drawing or model formats, limitation on digital drawing entity attributes and layering, restrictions on Contractor's use, cost of providing files, mode of transmittal, and delivery time.
 2. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project Record Drawings.
 3. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
 4. Digital Drawing Software Program: Contract Drawings are available in Revit 2021.
- B. Web-Based Project Management Software Package: GC to provide web-based Project management software package for purposes of hosting and managing Project communication and documentation until Final Completion. The University shall be administrators of the software.
1. Web-based Project management software includes, at a minimum, the following features:
 - a. Compilation of Project data, including Contractor, subcontractors, Architect, Architect's consultants, Owner, and other entities involved in Project. Include names of individuals and contact information.
 - b. Access control for each entity for each workflow process, to determine entity's digital rights to create, modify, view, and print documents.
 - c. Document workflow planning, allowing customization of workflow between project entities.
 - d. Creation, logging, tracking, and notification for Project communications required in other Specification Sections, including, but not limited to, RFIs, submittals, Minor Changes in the Work, Construction Change Directives, and Change Orders.
 - e. Track status of each Project communication in real time, and log time and date when responses are provided.
 - f. Procedures for handling PDFs or similar file formats, allowing markups by each entity. Provide security features to lock markups against changes once submitted.
 - g. Processing and tracking of payment applications.
 - h. Processing and tracking of contract modifications.
 - i. Creating and distributing meeting minutes.
 - j. Document management for Drawings, Specifications, and coordination drawings, including revision control.
 - k. Management of construction progress photographs.
 - l. Mobile device compatibility, including smartphones and tablets.
- C. 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.

1.10 PROJECT MEETINGS

- A. General: Construction Manager will 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.
 - 2. Minutes: Consultant to be responsible for recording significant discussions and agreements achieved and produce meeting minutes. Minutes will be distributed to everyone concerned, by the Construction Manager.
- B. Preconstruction Conference: Construction Manager will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner but no later than 15 days after execution of the Agreement.
 - 1. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Construction Manager, 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.
 - l. Distribution of the Contract Documents.
 - m. Submittal procedures.
 - n. Sustainable design requirements.
 - o. Preparation of Record Documents.
 - p. Use of the premises and existing building.
 - q. Work restrictions.
 - r. Working hours.
 - s. Owner's occupancy requirements.
 - t. Responsibility for temporary facilities and controls.
 - u. Procedures for moisture and mold control.
 - v. Procedures for disruptions and shutdowns.
 - w. Construction waste management and recycling.
 - x. Parking availability.
 - y. Office, work, and storage areas.
 - z. Equipment deliveries and priorities.
 - aa. First aid.
 - bb. Security.
 - cc. Progress cleaning.

3. Minutes: CM to 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. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 2. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 3. 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. Progress Meetings: Construction Manager will conduct progress meetings at biweekly intervals, unless otherwise determined.
 1. Attendees: In addition to representatives of Owner, Owner's Commissioning Authority, Construction Manager, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 3. Review schedule for next period.
 - a. Review present and future needs of each entity present, including the following:
 1. Interface requirements.
 2. Sequence of operations.
 3. Resolution of BIM component conflicts.
 4. Status of submittals.
 5. Status of sustainable design documentation.
 6. Deliveries.
 7. Off-site fabrication.
 8. Access.
 9. Site use.
 10. Temporary facilities and controls.
 11. Progress cleaning.
 12. Quality and work standards.
 13. Status of correction of deficient items.

14. Field observations.
 15. Status of RFIs.
 16. Status of Proposal Requests.
 17. Pending changes.
 18. Status of Change Orders.
 19. Pending claims and disputes.
 20. Documentation of information for payment requests.
4. Minutes: Construction manager to record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- E. Coordination Meetings: Project Coordinator will conduct Project coordination meetings at regular intervals, as deemed necessary by the Project Coordinator based on construction activities. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.

2 PRODUCTS (Not Used)

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. Contractor's construction schedule.
 - 2. Daily construction reports.
 - 3. Field condition reports.
- B. Related Sections:
 - 1. Article III, Section 3.02 of the Agreement.
 - 2. Article IV, Section 4.08 of the Agreement.
 - 3. Section D – Campus Special Conditions, 1D-37 Schedule.

1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of the Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Float: The amount of time between the early start date and the late start date or the early finish date and the late finish date of any of the activities in the CPM schedule.
 - 1. Float time is not for the exclusive use or benefit of either the University or Contractor, but is a jointly owned, expiring Project resource, available to both parties as needed to meet schedule milestones and Contract completion date.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submissions: Initial submittal, complete revisions and updates shall be submitted in (3) three copies (minimum 18"x24") and on electronic media formatted for Microsoft Project. Electronic copy of schedule shall be labeled as to type of schedule (initial or updated) and contain the date of which it was created/updated.
- B. Start-up Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- C. Summary Schedules: A Summary Schedule of the entire Project shall be provided along with the initial submittal and each update using Microsoft Project software. The Contractor shall code the activities on the initial detailed schedule to summarize the same so that the resulting Summary Schedule Activities match those listed herein.
- D. CPM Reports: Concurrent with CPM schedule, a CPM Report shall be provided along with the initial submittal and with each update. The CPM Report shall include a tabulation of each activity shown on the CPM schedule. The following information shall be furnished, as a minimum, for each activity: Activity I.D., Description, Duration (original and remaining), Man-hours, Early/Late Start, Early/Late Finish, and total float in calendar days. Reports and updating will indicate actual start and completion for completed activities and actual start, percentage complete, and remaining duration for activities in progress. Report shall also indicate actual versus planned man-hours for completed activities and activities in progress, and planned man-hours for uncompleted activities.
- E. Provide a historic schedule that shows the actual activity descriptions, man-hours and durations that occurred during the work for each activity on the diagrams. The actual critical path shall be documented and shall be clearly indicated on the historic diagrams.
- F. In addition to the requirements of Article IV, Section 4.08 of the Agreement, the Contractor shall indicate in the contract breakdown (Schedule of Values), for approval by the University, a reasonably estimated value for achieving the scheduling requirements of the section.
- G. Daily Construction Reports: Submit at weekly intervals.
- H. Field Condition Reports: Submit at time of discovery of differing conditions.

1.4 COORDINATION

- A. The Contractor shall coordinate the construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
- B. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors. Unless otherwise directed by the University, the Schedule shall be prepared by the General Contractor.

PART 2 - PRODUCTS**2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL**

- A. Time Frame: Extend schedule from date established for the Notice of Award to date of final completion.
- B. Activities:
 - 1. The detail of information shall be such that activity duration, in general, will range from (3) to (20) calendar days. Activity description and duration shall be shown for each activity on the diagrams. The critical path shall be determined and shall be clearly indicated on the diagrams.
 - 2. In addition to specific construction activities, the CPM schedule shall include, but not be limited to the following;
 - a. Testing Activities and Required Inspections (where applicable).
 - b. Shop drawing preparation and approval activities. Sequence submissions to provide sufficient time for the coordination of shop drawings of one trade that impact other trades, as required by Section 2.19(3) of the Agreement.
 - c. Mock-ups and pre-installation meetings, where specified.
 - d. Procurement schedule (order dates, fabrication, deliveries, and long lead items).
 - e. Special campus restrictions, i.e. University approvals for work site access, shutdowns and other impacts (noise, testing and examinations, site and building access, etc).
 - f. Requirements for any onsite shutdowns that may impact work (utility interruptions).
 - g. Training and/or instruction of University personnel.
 - h. Commissioning of major building systems including pre-functional testing, start-up, functional testing, operational scenario testing and retesting as required.
 - i. Completion of punch list activities.
 - j. Substantial and Final Completion.
 - 3. Initial phases of work shall include time in the schedule for training crews, acclimating trades to the sequence and apportionment of activities, additional meetings with the University, consultant(s), Contractor, and significant subcontractors, and re-sequencing activities to recover from start-up delays typically caused by normal activities associated with the startup of field work.
- C. Summary Activities: Schedule shall include summary activities applicable to the Project, including, but not limited to;
 - 1. Mobilization
 - 2. Environmental & Abatement
 - 3. Site Preparation and Foundations
 - 4. Building Frame and Enclosure
 - 5. MEPS (Mechanical, Electrical, Plumbing, Sprinkler & Fire Systems) Rough-in and major equipment installation.
 - 6. MEPS Systems fixtures/trim/accessories
 - 7. Interior General Construction
 - 8. Equipment and Specialties
 - 9. Exterior walks, parking, roads, and landscaping.

10. Testing, Training and Commissioning.
 11. Campus Installed/ Furnished FF&E (Fixtures, Furnishings, and Equipment).
- D. Milestones: Include milestones as indicated in the Contract Documents within the schedule, Applicable milestones include, but are not limited to;
1. Notice of Award
 2. Life Safety Systems tested and accepted.
 3. Substantial Completion
 4. Certificate of Occupancy
 5. Start Date of Guarantee Period
 6. Contract Completion Date (if different from above)
 7. Final Completion Date – All punch list/outstanding items are satisfied.
 8. Other milestones required by the University or the Contractor.
- E. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
1. Utilize Microsoft Project, for Windows XP operating system. Other computer software, developed specifically to manage construction schedules will be accepted at the discretion of the University.
- F. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. The Contractor shall prepare a construction progress schedule which shall consist of a Critical Path Method (CPM) schedule as described below and shall incorporate the Schedule Summary Activities and Milestone Dates as indicated herein.
- B. The development and updating of the Construction Progress Schedule shall be by the critical path method (CPM) and shall be computer generated using the latest version of Microsoft Project. Other computer software developed specifically to manage construction schedules will be accepted at the discretion of the University. The CPM schedule shall be prepared by a qualified individual that has prepared at least three other CPM schedules using Microsoft Project for similar contracts of similar size and complexity.
- C. The CPM schedule shall consist of resource loaded (material and labor), time-scaled logic diagrams and other data specified herein. The diagrams shall show activities of the project in detail and in summary format. Diagrams shall also show the order and interdependence of activities and the sequence in which the Work is to be accomplished, incorporating the schedule summary activities and milestone dates as indicated herein, and as further planned by the Contractor.
- D. All activities must be closed loop; tied to other activities and shall not remain open ended. Lag factor use will be limited, and if used, identified as a functional activity. The use of imposed start dates will also be limited. The retained logic mode shall be used for calculations. All logical relationships shall be finish-to-start, with the following exceptions:

1. Activities at the start of the project may be start-to-start.
2. At a milestone or project finish, activities may be finish-to-finish.

E. Submission and Acceptance of Schedule:

1. A preliminary schedule defining the Contractor's planned operations shall be submitted within (10) calendar days after receiving the Executed Contract. Notwithstanding any other requirements, the first request for payment (progress payment) will not be accepted until the requirements of this paragraph are met.
2. Unless otherwise directed by the University, the complete CPM schedule, including the time-scaled logic diagrams, narrative, summary schedule, manpower schedule, and activity reports shall be submitted within (30) calendar days after receipt of the Executed Contract.
 - a. Schedule of Record: The University's Representative will review the schedule to ascertain that it meets the overall project objectives and that it contains all necessary milestone dates or other required elements. At that time, the schedule will become the Schedule of Record (SOR) and the established "Base-Line" for project monitoring purposes. Notwithstanding any other requirements, the first request for payment (progress payment) will not be accepted until the requirements of this paragraph are met.
 - 1) Review of the Schedule of Record is for the sole purpose of determining whether it meets the overall project objectives and milestone dates and to whether all related phasing, restrictions, campus supplied fixturing/equipment, or any other potential impact(s), have been addressed. The University's agreement on the SOR does not constitute approval of the Contractor's means, methods, sequencing, or duration of activities. THIS IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

- F. Recovery Schedule: If the actual progress of work is behind the timeline of the Schedule Of Record (SOR) by more than (15) working days that are not attributable to delays that are of no fault of the Contractor or any of its subcontractors or suppliers, or caused by events or conditions that could not be reasonably anticipated, then the Contractor shall provide a new and completely revised schedule that shall be called the Recovery Schedule. The recovery schedule shall be provided within (15) calendar days after the University's request and its purpose is to change the sequencing of activities, duration of activities, and/or other factors as required to return the actual projected schedule completion date to that of the SOR. The recovery schedule is in addition to the regular updates and other information requested during the review process specified herein. If the actual progress of the work is behind the timeline of the approved recovery schedule by more than (15) working days, then the Contractor shall provide a new and completely revised recovery schedule.

2.3 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. Count of personnel at Project site.
 4. Equipment at Project site.
 5. Material deliveries.

6. Temperature and general weather conditions, including presence of rain or snow.
 7. Accidents/Emergency procedures
 8. Meetings and significant decisions.
 9. Unusual events.
 10. Stoppages, delays, shortages, and losses.
 11. Orders and requests by authorities having jurisdiction.
 12. Change Directives received and implemented.
 13. Services connected and disconnected.
 14. Equipment or system tests and startups.
- B. Field Condition Reports: Immediately on discovery of a difference between field 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.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: The Schedule shall be updated monthly (30 calendar days) and shall be submitted along with the Contractor's application for payment. For the intervening bi-weekly periods, the Contractor may "mark for progress" the SOR and submit it at the periodic job meetings, where it will be reviewed in detail.
- B. Distribution: Initial submittal, complete revisions and updates shall be submitted in three (3) copies (minimum, 18"x24"). The University shall also be given schedules on electronic media, formatted for Microsoft Project software. Electronic copy of schedule shall be labeled as to type of schedule (initial or updated) and contain the date of which it was created/updated.
1. General Contractor shall distribute copies of the approved schedule to the University's representatives, other contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

END OF SECTION 013200

SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

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. Preconstruction photographs.
- 2. Concealed Work photographs.
- 3. Periodic construction photographs.
- 4. Final Completion construction photographs.
- 5. Preconstruction video recordings.
- 6. Start-up Demonstration and Training video recordings.

1.3 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 five 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 web-based Project management software site:
 - a. Name of Project.
 - b. Name and contact information for photographer.
 - c. Name of Architect and Construction Manager.
 - 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 on web-based Project management software site:
 - a. Name of Project.
 - b. Name and address of photographer.
 - c. Name of Architect and Construction Manager.
 - 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.
3. Transcript: Prepared on 8-1/2-by-11-inch paper, punched and bound in three-ring binders. Provide label on front and spine. Include a cover sheet with label information. Include name of Project and date of video recording on each page.

1.4 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. 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. File Names: Name media files with date, Project area, and sequential numbering suffix.

1.5 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a professional 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. Preconstruction Photographs: Before commencement of the Work, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect or University Representative.
- D. 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.
 6. Fire-stopping and infill of unused openings in fire rate assemblies.
- E. Periodic Construction Photographs: Take photographs, in sufficient number, weekly. Select similar vantage points to show status of construction and progress since last photographs were taken.
- F. Final Completion Construction Photographs: Take photographs, in sufficient number, after date of Substantial Completion for submission as Project Record Documents. Select similar vantage points to those used during construction and any additional vantage points indicated by the Architect or University Representative.
- G. Additional Photographs: Architect or University Representative may request photographs in addition to periodic photographs specified.
- H. In emergency situations, take additional photographs within 24 hours of request.

1.6 CONSTRUCTION VIDEO RECORDINGS

- A. Video Recording Photographer: Engage a qualified professional videographer to record construction video recordings.
- B. Narration: Describe scenes on video recording by audio narration by microphone while video recording is recorded. Include description of items being viewed, recent events, and planned activities. At each change in location, describe vantage point, location, direction (by compass point), and elevation or story of construction.
1. Confirm date and time at beginning and end of recording.
 2. Begin each video recording with name of Project, Contractor's name, videographer's name, and Project location.
- C. Transcript: Provide a typewritten transcript of the narration. Display images and running time captured from video recording opposite the corresponding narration segment.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013233

SECTION 013300 - SUBMITTAL 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:
 - 1. Submittal schedule requirements.
 - 2. Administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
 - 1. Section 013100 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
 - 2. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 3. Section 013233 "Photographic Documentation" for submitting preconstruction photographs, periodic construction photographs, and Final Completion construction photographs.
 - 4. Section 014000 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
 - 5. Section 017700 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
 - 6. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 7. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 8. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of University's personnel.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
 - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 - 2. 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.
 - j. Activity or event number.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Upon request electronic digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.
 - 1. Upon request Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.
 - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 - b. Digital Drawing Software Program: The Contract Drawings are available in Revit 2021.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. University reserves the right to withhold action on a submittal requiring coordination with other 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, University, or other parties is indicated, allow 21 days for initial review of each submittal.
 5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.

1.6 SUBMITTAL FORMATS

- A. Indicate name of firm or entity that prepared each submittal on label or title block.
- B. Provide a space on coversheet or elsewhere beside title block to record Contractor's review and approval markings and action taken by Architect.
- C. Include the following information for processing and recording action taken:
 1. Project name.
 2. Date.
 3. Name of Architect.
 4. Name of Construction Manager.
 5. Name of Contractor.
 6. Names of subcontractor.
 7. Name of manufacturer and/or supplier.
 8. Unique submittal number, including revision identifier.
 - a. Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).

- b. Number and title of appropriate Specification Section.
 - c. Drawing number and detail references, as appropriate.
 - d. Location(s) where product is to be installed, as appropriate.
 - e. Signature of reviewer
 - f. Other necessary identification.
- D. Place a permanent label or title block on each submittal item for identification.
- E. 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.
- F. 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.
- G. Paper Submittals: Unless indicated otherwise, all submittals shall be submitted via electronic submittals utilizing web-based project software management system to be chosen and procured by the University. Where paper copies are required by Architect, the initial submittal may serve as final submittal.
- H. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.
- I. Submittals Utilizing Web-Based Project Software: Prepare submittals as PDF files or other format indicated by Project management software.
- J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

1.7 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project management software website. Enter required data in web-based software site to fully identify submittal.
 - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 2. Paper: Prepare submittals in paper form and deliver to Architect only where requested by the Architect. Provide PDF form of submittal transmittal onto web-based project management software for tracking purposes.

3. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. 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 showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. Three paper copies of Product Data unless otherwise indicated. Architect will return two copies.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.
 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Sheet Size: as applicable to both paper and digital submittals - Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.

3. Submit Shop Drawings in the following format (if not submitted digitally):
 - a. Two opaque (bond) copies of each submittal. Architect will return one copy(ies).
 - b. Three opaque copies of each submittal. Architect will retain two copies; remainder will be returned.
 4. BIM Incorporation: Develop and incorporate Shop Drawing files into BIM established for Project.
 - a.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - e. Specification paragraph number and generic name of each item.
 3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as University'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 one 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 two sets of Samples. Architect will retain one Sample set; 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.
- E. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. 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.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- F. 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, University, or other parties is indicated, allow 21 days for initial review of each submittal.
 5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
- G. 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.
- H. 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.
- I. 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.

- J. 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.
- K. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."
- L. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and University, and other information specified.
- M. 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.
- N. 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.

O. Test and Research

1.8 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 paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.
- C. BIM Incorporation: Incorporate delegated-design drawing and data files into BIM established for Project.
 1. Prepare delegated-design drawings in the following format: Same digital data software program, version, and operating system as original Drawings.

1.9 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.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with indication in web-based Project management software. 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.

1.10 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required.
 1. Paper Submittals: Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
 2. Submittals by Web-Based Project Management Software: Architect will indicate, on Project management software website, the appropriate action.
 3. 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.
- B. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.

- C. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- D. Architect will return without review submittals received from sources other than Contractor.
- E. 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 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 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, University Representative, Commissioning Agent, Consultants, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 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. Mockups: Physical assemblies of portions of the Work constructed onsite to establish the standard by which the Work will be judged. **Mockups are not Samples.**
 - 1. Mockups are used for one or more of the following:

- a. Verify selections made under Sample submittals.
 - b. Demonstrate aesthetic effects.
 - c. Demonstrate the qualities of products and workmanship.
 - d. Demonstrate successful installation of interfaces between components and systems. Show interface between dissimilar materials.
 - e. Perform preconstruction testing to determine system performance.
 - f. Review coordination, testing and operation.
 - g. Demonstrate compliance with specified installation tolerances
 2. Product Mockups: Mockups that may include multiple products, materials, or systems specified in a single Section.
 3. In-Place Mockups: Mockups constructed on-site in their actual final location as part of permanent construction.
- E. 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.
- F. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to 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.
- G. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source (e.g., plant, mill, factory, or shop).
- H. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- I. 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."
- J. Installer/Applicator/Erector: Contractor or another entity engages by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations
1. Use of trade specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirement specified apply exclusively to specific trade(s).
- K. 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.
- L. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work, to evaluate that the 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.

1.4 DELEGATED DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated Design Services Statement: Submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.5 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.

1.6 ACTION SUBMITTALS

- A. Mockup Shop Drawings:
 - 1. Include plans, sections, elevations, and details, indicating materials and size of mockup construction.
 - 2. Indicate manufacturer and model number of individual components.
 - 3. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.7 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.

1.8 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice of Award, 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 may also serve as Project superintendent.
- 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:

1. 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.

1.9 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 re-inspecting.
- 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.

1.10 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 Contractor's responsibilities, including the following:
 - 1. Provide test specimens representative of proposed products and construction.
 - 2. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - 3. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - 4. Build site-assembled test assemblies and mockups, using installers who will perform same tasks for Project.
 - 5. When testing is complete, remove test specimens and test assemblies, and mockups; do not reuse products on Project.
 - 6. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect and Commissioning Authority, through Construction Manager, 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.
- K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups of size indicated.
 - 2. Build mockups in location indicated or, if not indicated, as directed by Architect or Construction Manager.
 - 3. Notify Architect and Construction Manager seven days in advance of dates and times when mockups will be constructed.
 - 4. Employ supervisory personnel who will oversee mockup construction. Employ workers who will be employed to perform same tasks during the construction at Project.
 - 5. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 6. Obtain Architect's approval of mockups before starting corresponding Work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
 - 7. Promptly correct unsatisfactory conditions noted by Architect's preliminary review, to the satisfaction of the Architect, before completion of final mockup.
 - 8. Approval of mockups by the Architect does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 9. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 - 10. Demolish and remove mockups when directed unless otherwise indicated.

1.11 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. Payment for these services will be made from testing and inspection allowances specified in Section 012100 "Allowances," as authorized by Change Orders.
 3. Costs for retesting and re-inspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, 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/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect, Commissioning Authority, Construction Manager, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect, Commissioning Authority, Construction Manager, 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, Commissioning Authority, Construction Manager, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

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, Commissioning Authority's, and Construction Manager'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 014533 - SPECIAL INSPECTIONS AND STRUCTURAL TESTING

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Special Inspections and Structural Testing shall be in accordance with Chapter 17 of the *Building Code of New York State* (BCNYS).

1.2 DEFINITIONS

- A. Approved Agency: An established and recognized agency engaged by the Owner or the Owner's authorized agent to perform testing and inspections. The Approved Agency shall be regularly engaged in conducting tests, providing inspection services, and providing product certifications. The Approved Agency shall have equipment and personnel to conduct and evaluate tests and conduct Special Inspections on behalf of the Owner.
- B. Registered Design Professional in Responsible Charge (RDPRC): Professional Engineer or Registered Architect licensed in New York State, engaged by the Owner or the Owner's authorized agent to review, coordinate, and implement the Special Inspection program. The RDPRC may or may not be employed by the Approved Agency and need not be the Project SEOR.
- C. Special Inspector: A qualified person employed or retained by the Approved Agency, approved by the Code Enforcement Official as having the qualifications required to perform inspections.
- D. Structural Engineer of Record (SEOR): Registered Design Professional Engineer whose seal appears on the Contract Documents and is responsible for the preparation of the Schedule of Special Inspections.
- E. Geotechnical Engineer of Record (GEOR): Registered Design Professional Engineer whose seal appears on the Geotechnical Investigation. The GEOR shall perform or oversee Agent 2 services as indicated in the Schedule of Special Inspections. If a Geotechnical Investigation was not performed or if the GEOR is not retained to perform Agent 2 services, a licensed Geotechnical Engineer shall be retained by the Approved Agency to perform these duties.
- F. Code Enforcement Official: Officer or other designated authority charged with administration and enforcement of the BCNYS. For projects under jurisdiction of New York State agencies such as the Department of Education (SED), State University Construction Fund (SUCF), Office of General Services (OGS), and Dormitory Authority (DASNY), the Code Enforcement Official is an official from agency having jurisdiction.
- G. SUCF Statement of Special Inspections: Documents prepared by the SEOR and filed with and approved by the Code Enforcement Official, listing materials and work requiring Special

Inspections. The Statement of Special Inspections is represented by this specification and includes the Schedule of Special Inspections.

- H. SUCF Schedule of Special Inspections: An itemized list of inspections, verifications, and tests (including frequency) required for the project, and the minimum qualifications of the Special Inspectors who will perform these services. The SUCF Schedule of Special Inspections is provided at the end of this section.
- I. Inspect and Inspection: Visual observation of materials, equipment, or construction work as defined in the Statement of Special Inspections, to determine that the work is in substantial conformance with the requirements of the Contract Documents.
- J. Continuous Special Inspection: Full-time observation of work by the Special Inspector while the work is being performed.
- K. Periodic Special Inspections: Part-time or intermittent observation of work by the Special Inspector for work that has been or is being performed and at completion of work.

1.3 QUALIFICATIONS

- A. The Approved Agency and Special Inspectors shall be accepted by the RDPRC and the Code Enforcement Official.
- B. Special Inspections shall be performed by personnel who have relevant experience for each category of inspections indicated herein.
- C. Required minimum qualifications of Special Inspectors are indicated in the SUCF Statement of Special Inspection.

1.4 SUBMITTALS

- A. The Approved Agency shall submit to the RDPRC and Code Enforcement Official for review, a copy of their qualifications including names and qualifications of each Special Inspector who will be performing inspections or tests.
- B. The Approved Agency shall disclose past or current business relationships or potential conflicts of interest with Contractor or Subcontractors whose work will be inspected or tested.

1.5 PAYMENT

- A. Owner will engage and pay for services of RDPRC, Approved Agency, and the Special Inspectors.
- B. If materials requiring Special Inspections are fabricated in a plant not within 200 miles of project site, Contractor shall be responsible for travel expenses of Special Inspectors.

- C. Contractor shall be responsible for cost of retesting or reinspection of work failing to comply with requirements of Contract Documents.

1.6 OWNER RESPONSIBILITIES

- A. Owner will provide the RDPRC and Approved Agency with complete set of Contract Documents sealed by the SEOR and approved by the Code Enforcement Official.

1.7 CONTRACTOR RESPONSIBILITIES

- A. Contractor shall cooperate with the RDPRC, Approved Agency, and the Special Inspectors, so Special Inspections and testing may be performed without hindrance.
- B. As indicated in the Schedule of Special Inspections, Contractor shall notify the RDPRC and Approved Agency at least 48 hours in advance of a required inspection or test.
- C. Contractor shall provide incidental labor and facilities to provide access to work to be inspected or tested, to obtain and handle samples at site or at source of products to be tested, to facilitate tests and inspections, and for storing and curing of test samples.
- D. If Special Inspections or testing require the use of Contractor's scaffolding to access work areas, Contractor shall provide competent person to perform daily evaluation of scaffolding to verify it is safe to use. Contractor shall notify Special Inspectors of this review before each use. Contractor is responsible for safe assembly and stability of scaffolding.
- E. Contractor shall keep latest set of Construction Drawings, field sketches, accepted shop drawings, and specifications at project site for field use by Special Inspectors.
- F. Contractor shall perform remedial work if required and sign nonconformance reports stating remedial work has been completed. Contractor shall submit signed reports to the Approved Agency and RDPRC as work proceeds.
- G. The Special Inspection program shall not relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents or from implementing an effective Quality Control program.
- H. Contractor shall be solely responsible for construction site safety.

1.8 SPECIAL INSPECTOR RESPONSIBILITIES

- A. The RDPRC shall hold a Special Inspections preconstruction meeting at least 7 days prior to initial planned date for start of construction. Attendees shall include Contractors, Approved Agency, SEOR, and Project Architect. Discussions shall include the following:
 - 1. Review of specifications and Schedule of Special Inspections for work requiring Special Inspections.

2. Responsibilities of Contractors, Owner, Approved Agency, Special Inspectors, and SEOR.
 3. Notification and reporting procedures.
- B. RDPRC shall record and distribute minutes from the Special Inspection Preconstruction meeting.
- C. RDPRC shall review inspection and material testing reports and coordinate the services of the Approved Agency as follows:
1. Verify inspections have been performed in accordance with the Schedule of Special Inspections.
 2. Verify reports are being distributed to the Contractor, Owner, Architect, Code Enforcement Official, and SEOR.
 3. Verify discrepancies have been recorded and are being tracked.
- D. Special Inspectors shall make site visits to inspect work as designated in the Statement of Special Inspections. Discrepancies will be brought to the attention of the Contractor, RDPRC and SEOR.
- E. RDPRC shall keep records of inspections and tests.
- F. RDPRC shall review Certificates of Compliance for conformance with the standards specified in the Contract Documents. Discrepancies will be brought to the attention of the Contractor and SEOR.
- G. Special Inspector shall submit the SUCF Special Inspector's Final Report Form.

1.9 LIMITS ON AUTHORITY

- A. RDPRC and Approved Agency shall not:
1. Release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Have control over Contractor's means and methods of construction.
 3. Be responsible for construction site safety.
 4. Have authority to stop work.

1.10 RECORDS AND REPORTS

- A. Prepare detailed reports of each test or inspection. Include the following general information:
1. Project name and number.
 2. Date of test or inspection.
 3. Name of RDPRC and Approved Agency.
 4. Name of Special Inspector.
 5. Weather conditions.
 6. Locations and elevations of specific areas tested or inspected referenced to grid lines.
 7. Description of test or inspection.
 8. Reference to applicable ASTM standard.
 9. Summary of observations, results, and recommendations.

10. Description of areas or materials requiring retesting or reinspection.

B. Concrete compressive strength test reports shall contain the following information:

1. Name of Contractor and concrete supplier.
2. Name of concrete testing service.
3. Name of Special Inspector making and testing specimens.
4. Truck number and delivery ticket number.
5. Date and location within structure of concrete placement.
6. Concrete type, class, mix proportions of materials, and design compressive strength at 28 days.
7. Slump, air content, unit weight, and concrete temperature.
8. Total time period between batching and completing placement for each truck.
9. Compressive strength and type of break for tests.

C. Field reports for concrete inspection shall contain general information noted above plus ambient temperature and cylinder numbers.

1.11 COMMUNICATION

A. Special Inspector shall immediately notify Contractor, RDPRC, Approved Agency, and SEOR by telephone, fax, or e-mail of test results failing to comply with requirements of Contract Documents.

B. Special Inspector shall immediately notify Contractor of work found to be in nonconformance with Contract Documents during inspections. If nonconforming work is not corrected while Special Inspector is on-site, Special Inspector shall notify RDPRC, Approved Agency, and SEOR within 24 hours (one business day) and issue an inspection report noting the non-conformance.

C. Approved Agency shall use a log to record and track non-conforming work during construction. Non-Conformance log shall include the following information:

1. Description of non-conformance.
2. Date of non-conformance.
3. Description of SEOR response if received.
4. Status of nonconformance: 'Open' or 'Closed.'

Updated log shall be submitted to the RDPRC, SEOR, and Architect on a weekly basis. Approved Agency may use Non-Conformance Log form provided at end of this section or other similar form.

D. If non-conforming work is not corrected at time of substantial completion of structure or other appropriate time, RDPRC shall notify Code Enforcement Official.

1.12 DISTRIBUTION OF REPORTS

- A. Approved Agency shall submit reports to RDPRC and SEOR within 7 days of inspection or test. Legible handwritten reports may be submitted if final typed copies are not available.
- B. RDPRC shall distribute reports to the Contractor, Owner, Architect, Code Enforcement Official, and SEOR within 7 days of inspections. Legible handwritten reports may be submitted if final typed copies are not available.
- C. If requested by the Code Enforcement Official, Approved Agency and RDPRC shall submit interim reports that include inspections and tests performed since beginning of construction or since previous interim report. Interim reports shall be addressed to the Code Enforcement Official with copies sent to the SEOR, Architect, and Contractor. Interim reports shall be signed by Special Inspector performing inspections.

1.13 FINAL REPORT OF SPECIAL INSPECTIONS

- A. At completion of work, each Approved Agency shall submit Agent's Final Report of Special Inspections to RDPRC stating work was completed in substantial conformance with Contract Documents and appropriate inspections and tests were performed. Approved Agency shall use SUCF Agent's Final Report of Special Inspections form.
- B. At completion of work, RDPRC shall compile a Final Report of Special Inspections including each Agent's Final Report of Special Inspections. The Final Report of Special Inspections shall state required inspections have been performed and itemize nonconforming work not corrected or resolved as required by the BCNYS. Interim reports from all Special Inspectors will not be included unless specifically requested by the Owner or Code Enforcement Official. The Final Report shall be stamped by the RDPRC.
- C. RDPRC shall submit Final Report of Special Inspections to SEOR and Code Enforcement Official prior to issuance of a Certificate of Use and Occupancy. RDPRC shall use SUCF Final Report of Special Inspections form.

APPROVED AGENCY NON-CONFORMANCE LOGPROJECT: Science 1 Chenango Room
Renovation and addition

PROJECT NUMBER:

Non- Conformance Item No. (See Note 1)	Special Inspection Report No. Reference/Date	Summary of Non- Conformance	Date SEOR Response Received	Reinspection Required	Date Contractor Verification Received (See Note 1)	Status (See Note 2)
NC 1						
NC 2						
NC 3						
NC 4						
NC 5						
NC 6						

1. New items are in **bold**. For each non-conformance item above, the General Contractor or Subcontractor must sign and submit the Contractor Verification statement located in the RDP Response Report.
2. Non-conformance items remain " OPEN" until the Contractor Verification have been received. When the signed verifications have been received by the RDP, the item will be " CLOSED" .

Approved Agency's Final Report of Special Inspections

Project Name: Science 1 Chenango Room Approved Agency: _____
Renovation and Addition Approved Agency Project No.: _____
Location: Binghamton University Special Inspector: _____
Owner: Binghamton University SEOR: Ryan Biggs | Clark Davis
Owner Address: 4400 Vestal Parkway East
Ryan Biggs | Clark Davis Project No.: 14726

To the best of my information, knowledge, and belief, the Special Inspections and testing required for this project and designated in the Statement of Special Inspections (which includes Specification Section 014533 and the Schedule of Special Inspections) have been performed and discovered discrepancies have been reported and resolved except for the following:

Comments:

[Attach continuation sheets if required to complete description of uncorrected discrepancies.]

Respectfully submitted,
Agent of the Approved Agency

(Type or print name)

Signature

Date

Address

City, State, Zip

Final Report of Special Inspections

Project Name: Science 1 Chenango Room Approved Agency: _____
Renovation and Addition Approved Agency Project No.: _____
Location: Binghamton University Special Inspector: _____
Owner: Binghamton University SEOR: Ryan Biggs | Clark Davis
Owner Address: 4400 Vestal Parkway East
Ryan Biggs | Clark Davis Project No.: 14726

To the best of my information, knowledge, and belief, Special Inspections required for this project, as indicated in the Statement of Special Inspections, (which includes Specification Section 014533 and the Schedule of Special Inspections) have been performed and discovered discrepancies have been reported and resolved except for the following:

Comments:

[Attach continuation sheets if required to complete description of uncorrected discrepancies.]

Interim reports submitted prior to this Final Report form a basis for and are to be considered an integral part of this Final Report. Upon request, the interim Testing and Special Inspection reports can be provided. Agent's Final Reports of Special Inspections are attached and are also a part of this Final Report.

Respectfully submitted,
Registered Design Professional in Responsible Charge

(Type or print name)

Signature

Date

Professional Seal

END OF SECTION 014533

SPECIAL INSPECTIONS AND
STRUCTURAL TESTING

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SECTION 016000 - PRODUCT 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 administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for Contractor requirements related to University-furnished products.
 - 2. Section 012100 "Allowances" for products selected under an allowance.
 - 3. Section 012300 "Alternates" for products selected under an alternate.
 - 4. Section 012500 "Substitution Procedures" for requests for substitutions.
 - 5. Section 01770 "Closeout Procedures" for submitting warranties.
 - 6. Division 2-33 for specific requirement for warranties on products and installation specified to be warranted.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products, unless indicated otherwise.
 - 3. Comparable Product: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in Part 2 "Comparable Products" Article, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

- C. **Basis-of-Design Product Specification:** A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirement for purposes of evaluating comparable products of additional manufacturers named in the specification.
- D. **Subject to Compliance with Requirements:** Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a comparable product request or substitution request, if applicable.
- E. **Comparable Product Request Submittal:** An action submittal requesting consideration of a comparable product, including the following information:
 - 1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing numbers and titles.
 - 2. Data indicating compliance with the requirements specified in Part 2 "Comparable Products" Article.
- F. **Basis-of-Design Product Specification Submittal:** An action submittal complying with requirements in Section 013300 "Submittal Procedures."
- G. **Substitution:** Refer to Section 012500 "Substitution Procedures" for definition and limitations on substitutions.

1.4 QUALITY ASSURANCE

- A. **Compatibility of Options:** If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
 - 1. **Resolution of Compatibility Disputes between Multiple Contractors:**
 - a. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - b. If a dispute arises between the multiple contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.
- B. **Identification of Products:** Except for required labels and operating data, do not attach or imprint manufacturer or product names or trademarks on exposed surfaces of products or equipment that will be exposed to view in occupied spaces or on the exterior.
 - 1. **Labels:** Locate required product labels and stamps on a concealed surface, or, where required for observation following installation, on a visually accessible surface that is not conspicuous.

2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on a visually accessible but inconspicuous surface. Include information essential for operation, including the following:
 - a. Name of product and manufacturer.
 - b. Model and serial number.
 - c. Capacity.
 - d. Speed.
 - e. Ratings.
3. See individual identification Sections in Divisions 21, 22, 23, and 26 for additional equipment identification requirements.

1.5 COORDINATION

- A. Modify or adjust affected work as necessary to integrate work of approved comparable products and approved substitutions.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products, using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to determine compliance with the Contract Documents and that products are undamaged and properly protected.
- C. Storage:
 1. Store products to allow for inspection and measurement of quantity or counting of units.
 2. Store materials in a manner that will not endanger Project structure.
 3. Store products that are subject to damage by the elements under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation and with adequate protection from wind.
 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 6. Protect stored products from damage and liquids from freezing.
 7. Provide a secure location and enclosure at Project site for storage of materials and equipment by University's construction forces. Coordinate location with University.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of the University or endorsed by manufacturer to University.
 - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for University and issued in the name of the University or endorsed by manufacturer to University.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
 - 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. University reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
 - 4. Where products are accompanied by the term "as selected," Architect will make selection.
 - 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
 - 6. Or Equal: For products specified by name and accompanied by the term "or equal," "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
 - a. Submit additional documentation required by Architect in order to establish equivalency of proposed products. Unless otherwise indicated, evaluation of "or equal" product status is by the Architect, whose determination is final.
- B. Product Selection Procedures:

1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Sole product may be indicated by the phrase "Subject to compliance with requirements, provide the following."
2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Sole manufacturer/source may be indicated by the phrase "Subject to compliance with requirements, provide products by the following."
3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Limited list of products may be indicated by the phrase "Subject to compliance with requirements, provide one of the following."
4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed or an unnamed product that complies with requirements.
 - a. Non-limited list of products is indicated by the phrase "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following."
 - b. Provision of an unnamed product is not considered a substitution, if the product complies with requirements.
5. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, provide products by one of the following."
6. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed or a product by an unnamed manufacturer that complies with requirements.
 - a. Non-limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following."
 - b. Provision of products of an unnamed manufacturer is not considered a substitution, if the product complies with requirements.
7. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in

"Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

- a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.
- C. Visual Matching Specification: Where Specifications require the phrase "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or a similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with the following requirements:
 1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those of the named basis-of-design product. Significant product qualities include attributes, such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects, with project names and addresses and names and addresses of architects and Universities, if requested.
 5. Samples, if requested.
- B. Architect's Action on Comparable Products Submittal: If necessary, Architect will request additional information or documentation for evaluation, as specified in Section 013300 "Submittal Procedures."
 1. Form of Approval of Submittal: As specified in Section 013300 "Submittal Procedures."
 2. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- C. Submittal Requirements: When acceptable to Architect, incorporate specified submittal requirements of individual Specification Section in combined submittal for comparable products. Approval by the Architect of Contractor's request for use of comparable product and of individual submittal requirements will also satisfy other submittal requirements.

END OF SECTION 016000

SECTION 017300 – EXECUTION – REMOVALS, CUTTING, AND PATCHING

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.
- B. Related Requirements:
 - 1. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.
 - 2. Section 078413 "Penetration Firestopping" for patching penetrations in fire-rated construction.
 - 3. Section D – Special Conditions

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

- A. Cutting and Patching Conference: Conduct conference at Project site.
 - 1. Prior to commencing work requiring cutting and patching, review extent of cutting and patching anticipated and examine procedures for ensuring satisfactory result from cutting and patching work. Inform University Representative of scheduled meeting. Require representatives of each entity directly concerned with cutting and patching to attend, including the following:
 - a. Contractor's superintendent.
 - b. Trade supervisor responsible for cutting operations.
 - c. Trade supervisor(s) responsible for patching of each type of substrate.
 - d. Mechanical, electrical, and plumbing subcontractors' supervisors, to the extent each trade is affected by cutting and patching operations.
 - 2. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.4 QUALITY ASSURANCE

- A. 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 and the University's Representative of locations and details of cutting. 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. Fire-suppression systems.
 - d. Plumbing piping systems.
 - e. Mechanical systems piping and ducts.
 - f. Control systems.
 - g. Communication systems.
 - h. Fire-detection and -alarm systems.
 - i. Electrical wiring systems.
 - 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.
 - 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.

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.

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, mechanical 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. Refer to Section D – Special Conditions 1D-4 for contractor responsibilities relating to Site Utility Survey Requirements.
- 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 manufacturer's installation tolerances and other conditions affecting performance.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Newly exposed work or surfaces which are presently concealed shall be made to match existing corresponding or adjoining new surfaces as directed, and the material and methods to be employed shall be subject to approval by the Architect.
- 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 University that is necessary to adjust, move, or relocate existing utility structures, services, or other utility appurtenances located in or affected by construction that is not otherwise identified in the Contract Documents.
- 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. Review of Contract Documents and Field Conditions: Immediately upon discovery of the need for clarification of the Contract Documents, submit a request for information to Architect through the University's Representative in accordance with requirements in Section 013100 "Project Management and Coordination."
- D. Existing surfaces, materials, and work shall be prepared as necessary to receive the new installations. Such preparatory work shall be as required by conditions, and in each case shall be subject to approval of the Architect.

3.3 INSTALLATION

- A. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- B. 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.
- C. Repair or remove and replace damaged, defective, or nonconforming Work.
 - 1. Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore. Except as otherwise expressly provided in the Contract Documents, the Contractor shall not cut or alter the work of any other Contractor without the consent of the University's Representative.
 - 2. Existing construction, finishes, equipment, wiring, etc. that are to remain and which are damaged or defaced by reason of work done under this contract shall be restored by the Contractor who damaged it, to a condition satisfactory to the University, or replaced with new, at no additional cost to the University.
 - 3. All new, altered, or restored work in the buildings shall match existing corresponding work in the material, construction finish, etc., unless otherwise specified or required to the Contract Documents.
 - 4. Comply with Section 017700 "Closeout Procedures" for repairing or removing and replacing defective Work.

3.4 CUTTING AND PATCHING

- A. Removing, Cutting and Patching General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. 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.

2. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
3. Do not disturb any existing structure, piping, apparatus, or other construction unless required by the Contract.
4. Existing Paint: Assume existing painted surfaces to contain lead based paints. Take precautions as required to prevent spread of lead containing particles and dust.
5. Remove existing construction where indicated on the Drawings and also as required to install and connect the Work to adjacent construction in an approved manner. Remove materials and equipment superseded by the Work unless specifically indicated otherwise.
6. Cut and alter existing materials as required to perform the Work. Limit cutting to the smallest amount necessary. Core drill round holes and saw-cut other openings where possible.
7. Provide temporary shoring necessary to prevent settlement or other damage to existing construction which is to remain.
8. Perform the cutting, drilling, and removals in a manner which will prevent damage to adjoining construction which is to remain.
9. Prior to any cutting, drilling, or removals, investigate both sides of the surface involved.
10. Determine the exact location of all structural members. Do not cut, drill, or remove structural members such as joists, beams, or columns supporting construction that is to remain unless expressly required by the Work. If unforeseen obstructions are encountered, take all precautions necessary to prevent damage and obtain instructions from the Director's Representative before proceeding with the Work.

B. Patching

1. Proceed with patching after construction operations requiring cutting are complete.
2. Unless otherwise indicated, provide new materials to match the appearance and performance of existing corresponding materials as closely as practicable.
3. 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.
4. Patch existing construction and finishes defaced, damaged, or left incomplete due to alterations and removals. Patching, except as otherwise indicated, shall be limited to the areas which have been cut or altered.
5. Prepare existing surfaces properly to receive and, where required, bond with the Work.
6. 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.
7. 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 wall and edge to edge of ceiling. Provide additional coats until patch blends with adjacent surfaces.
8. Paint patched areas and surfaces which will remain exposed by removals to match existing adjacent surfaces as closely as practicable using same type of paint. Painting, except as otherwise indicated, shall be limited to the areas which have been patched.
9. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
10. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

11. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 COORDINATION OF UNIVERSITY'S PORTION OF THE WORK

- A. Coordination: Coordinate construction and operations of the Work with work performed by University's construction personnel and University's separate contractors.
 1. Construction Schedule: Adjust construction schedule based on a mutually agreeable timetable. Notify University if changes to schedule are required due to differences in actual construction progress.
 2. Preinstallation Conferences: Include University's construction personnel and University's separate contractors at preinstallation conferences covering portions of the Work that are to receive University's work. Attend preinstallation conferences conducted by University's construction personnel if portions of the Work depend on University's construction.

3.6 PROGRESS CLEANING

- A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 1. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
- C. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- D. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- E. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- F. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."
- G. 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.
- H. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period.

3.7 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

3.8 PROTECTION AND REPAIR 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. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
- C. 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.
- D. Comply with manufacturer's written instructions for temperature and relative humidity.

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 Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Salvaging non-hazardous demolition and construction waste.
 - 2. Recycling non-hazardous demolition and construction waste.
 - 3. Disposing of non-hazardous demolition and construction waste.
- B. Related Sections include the following:
 - 1. Division 01 Section "Temporary Facilities and Controls" for environmental-protection measures during construction, and location of waste containers at Project site.
 - 2. Division 02 Section "Selective Structure Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements.
 - 3. Division 31 Section "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 and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Develop waste management plan that results in end-of-Project rates for salvage/recycling of 75 percent by weight of total waste generated by the Work.
- B. Salvage/Recycle Requirements: University's goal is to salvage and recycle as much non-

hazardous demolition and construction waste as possible. University has established minimum goals for the following materials:

1. Demolition Waste:
 - a. Asphaltic concrete paving.
 - b. Concrete.
 - c. Concrete reinforcing steel.
 - d. Piping.
 - e. Supports and hangers.
 - f. Valves.
 - g. Sprinklers.
 - h. Electrical conduit.
 - i. Copper wiring.
 - j. Lighting fixtures.
 - k. Lamps.
 - l. Electrical devices.
2. Construction Waste:
 - a. Site-clearing waste.
 - b. Masonry and CMU.
 - c. Lumber.
 - d. Wood sheet materials.
 - e. Wood trim.
 - f. Metals.
 - g. Roofing.
 - h. Insulation.
 - i. Carpet and pad.
 - j. Gypsum board
 - k. Piping.
 - l. Electrical conduit.

1.5 SUBMITTALS

- A. Packaging: Regardless of salvage/recycle goal indicated 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. Plastic pails.
- B. Waste Management Plan: Submit 3 (three) copies of plan within 30 (thirty) days of date established for the Notice to Proceed.
- C. Waste Reduction Progress Reports: Provide annual reports at the end of each calendar year (12/31). Include separate reports for demolition and construction waste. Include the following information:
 1. Material category.
 2. Generation point of waste.
 3. Total quantity of waste in tons.

4. Quantity of waste salvaged, both estimated and actual in tons.
 5. Quantity of waste recycled, both estimated and actual in tons.
 6. Total quantity of waste recovered (salvaged plus recycled) in tons.
 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- D. Waste Reduction Calculations: Before request for Substantial Completion, submit 3 (three) copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- E. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- F. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- G. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- H. 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.

1.6 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Waste Management Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "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.
 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.
 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 5. Review waste management requirements for each trade.

1.6 WASTE MANAGEMENT PLAN

- A. General: Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Include separate sections in plan for 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. 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. 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.
 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 on Project site where materials separation will be located.
- D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:
1. Total quantity of waste.
 2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers 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 hauling and tipping fees by donating materials.
 7. Savings in hauling 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.
- E. Forms: Prepare waste management plan on forms included at end of Part 3.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement waste management plan as approved by Architect. 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 Division 01 Section "Temporary Facilities and Controls" for

operation, termination, and removal requirements.

- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
 - 1. Distribute waste management plan to everyone concerned within 3 (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, recycled, reused, donated, and sold.
 - 2. Comply with Division 01 Section "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:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 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 University's Use:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until delivery to University.
 - 4. Transport items to University's storage area designated by University.
 - 5. Protect items from damage during transport and storage.

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 Contractor.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
 - 1. Provide appropriately marked containers or bins for controlling recyclable waste until they are 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 off University's property and transport to recycling receiver or processor.

3.4 RECYCLING DEMOLITION WASTE

- A. Asphaltic Concrete Paving: Break up and transport paving to asphalt-recycling facility.
- B. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
- C. 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.
- D. 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.
- E. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
- F. Lighting Fixtures: Separate lamps by type and protect from breakage.
- G. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.
- H. Conduit: Reduce conduit to straight lengths and store by type and size.

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. Site-Clearing Wastes: Chip brush, branches, and trees on-site.
 1. Comply with requirements in Division 32 Section "Plants" for use of chipped organic waste as organic mulch.
- C. 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.

D. Gypsum Board

1. Proper recycling of gypsum board is the responsibility of the contractor.

3.6 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, 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.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off University's property and legally dispose of them.

END OF SECTION 017419

SECTION 017700 - CLOSEOUT 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 contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
- B. Related Sections:
 - 1. Division 01 Section "Photographic Documentation" for submitting final completion construction photographic documentation.
 - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 4. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
 - 5. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

5. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 7. Make final changeover of permanent locks other than what is installed by University Lockshop and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions. Return all owner provided keys to University Lockshop.
 8. Complete startup testing of systems.
 9. Submit test/adjust/balance records.
 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 11. Advise Owner of changeover in heat and other utilities.
 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 13. Complete final cleaning requirements, including touchup painting.
 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. 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. Reinspection: 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.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

4. Submit pest-control final inspection report and warranty.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings.
- B. Inspection: Submit a written request for final inspection for acceptance. 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. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.
- B. Organize list of spaces in sequential order, starting with exterior areas first] [and proceeding from lowest floor to highest floor.
- C. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
- D. Include the following information at the top of each page:
1. Project name.
 2. Date.
 3. Name of Architect and Construction Manager.
 4. Name of Contractor.
 5. Page number.
- E. Submit list of incomplete items in PDF electronic file format

1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- 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 the Project Manual.
1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.

3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 4. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
1. Use cleaning products that meet Green Seal 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 portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.

- h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
- i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
- j. Remove labels that are not permanent.
- k. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.
- l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- m. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
- 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 upon inspection.
 - 1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report upon completion of cleaning.
- q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
- r. Leave Project clean and ready for occupancy.

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.
 - 2. Emergency manuals.
 - 3. Operation manuals for systems, subsystems, and equipment.
 - 4. Product maintenance manuals.
 - 5. Systems and equipment maintenance manuals.
- B. Related Sections:
 - 1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
 - 2. Division 01 Section "General Commissioning Requirements" for verification and compilation of data into operation and maintenance manuals.
 - 3. Divisions 02 through 49 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

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. Manual Content: Operations and maintenance manual content is specified in individual specification sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Where applicable, clarify and update reviewed manual content to correspond to modifications and field conditions. Format: Submit operations and maintenance manuals in the following format:
 - 2. PDF electronic file. Assemble each manual into a composite electronically-indexed file and submit three copies in electronic format for

turnover. All electronically submitted manuals shall also be posted to the Submittal Exchange project website.

- a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically-linked operation and maintenance directory.
 - b. Enable inserted reviewer comments on draft submittals.
3. One paper copy. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves.
- B. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect and Commissioning Agent will comment on whether general scope and content of manual are acceptable.
- C. 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 and Commissioning Agent will return copy with comments.
 1. Correct or modify each manual to comply with Architect's and Commissioning Agent's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's and Commissioning Agent's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a section in the directory for each of the following:
 1. List of documents.
 2. List of systems.
 3. List of equipment.
 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists,

assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- B. Title Page: Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name and contact information for Contractor.
 - 6. Name and contact information for Construction Manager.
 - 7. Name and contact information for Architect.
 - 8. Name and contact information for Commissioning Agent.
 - 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. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Enable bookmarking of individual documents based upon 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 upon opening file.

2.3 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
 1. Type of emergency.
 2. Emergency instructions.
 3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
 1. Fire.
 2. Flood.
 3. Gas leak.
 4. Water leak.
 5. Power failure.
 6. Water outage.
 7. System, subsystem, or equipment failure.
 8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
 1. Instructions on stopping.
 2. Shutdown instructions for each type of emergency.
 3. Operating instructions for conditions outside normal operating limits.
 4. Required sequences for electric or electronic systems.
 5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
 - 1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 - 2. Performance and design criteria if Contractor is delegated design responsibility.
 - 3. Operating standards.
 - 4. Operating procedures.
 - 5. Operating logs.
 - 6. Wiring diagrams.
 - 7. Control diagrams.
 - 8. Piped system diagrams.
 - 9. Precautions against improper use.
 - 10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
 - 1. Product name and model number. Use designations for products indicated on Contract Documents.
 - 2. Manufacturer's name.
 - 3. Equipment identification with serial number of each component.
 - 4. Equipment function.
 - 5. Operating characteristics.
 - 6. Limiting conditions.
 - 7. Performance curves.
 - 8. Engineering data and tests.
 - 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
 - 1. Startup procedures.
 - 2. Equipment or system break-in procedures.
 - 3. Routine and normal operating instructions.
 - 4. Regulation and control procedures.
 - 5. Instructions on stopping.
 - 6. Normal shutdown instructions.
 - 7. Seasonal and weekend operating instructions.
 - 8. Required sequences for electric or electronic systems.

- 9. Special operating instructions and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and

source information, maintenance service contracts, and warranty and bond information, as described below.

- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
 - 2. Complete attached forms for proper operation and maintenance of equipment or systems.
- F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of operation and maintenance manuals.
 2. Comply with requirements of newly prepared record Drawings in Division 01 Section "Project Record Documents."
- G. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.
- H. Complete Owner provided spreadsheet attached to this Specification. For equipment - location, all indicated equipment information, type of routine maintenance and frequency of maintenance are required. Complete sheets/tabs for building materials and finishes. Provide all warranty information including length of warranty and all contact information for filing a warranty claim. All warranties begin on the date of Substantial completion.

END OF SECTION 017823

PROJECT/PROJECT #:
ARCHITECT:
CONSULTANT:
COORDINATOR:

#	EQUIPMENT							
	ROOM#	EQUIPMENT #	MANUF.	MODEL #	SIZE INFO.	TYPE OF EQUIPMENT	TASKS	FREQUENCY

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 Product Data.
 - 3. Miscellaneous record submittals.
- B. Related Sections:
 - 1. Division 01 Section "Closeout Procedures" for general closeout procedures.
 - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Divisions 02 through 49 Sections for specific requirements for project record documents of the Work in those Sections.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set of marked-up record prints.
 - 2. Number of Copies: Submit three copies of record Drawings as follows:
 - a. Initial Submittal: Submit PDF electronic files of marked-up record prints and one set of plots from corrected record digital data files. Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal: Submit three CD's of PDF electronic files of marked-up record prints. Print each Drawing, whether or not changes and additional information were recorded. Three sets of drawings are required.
- B. Record Product Data: Submit annotated PDF electronic files and directories of each submittal in triplicate.
 - 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.
- C. Miscellaneous Record Submittals: Refer to other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.
- D. Reports: Submit written report indicating items incorporated in Project record documents concurrent with progress of the Work, including modifications, concealed conditions, field changes, product selections, and other notations incorporated.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings.
1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding archive photographic documentation.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following Architect's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- 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 the original Contract Drawings.
 2. Format: Revit 2021 operating in Microsoft Windows operating system.
 3. Format: Annotated PDF electronic file with comment function enabled.
 4. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 5. Refer instances of uncertainty to Architect for resolution.
 6. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
 - a. Refer to Division 01 Section "Submittal Procedures" 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. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
 2. Consult Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared record Drawings into record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
- D. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into one manageable set. 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.

2.2 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and

- changes in manufacturer's written instructions for installation.
- 3. Note related Change Orders and record Drawings where applicable.

B. 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.

2.3 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.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and modifications to project record documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839

SECTION 017900 - DEMONSTRATION AND TRAINING

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 instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.
 - 3. Demonstration and training video recordings.
- B. Related Sections:
 - 1. Divisions 02 through 49 Sections for specific requirements for demonstration and training for products in those Sections.

1.3 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 utilizing 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 instructor.
- 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.

1.4 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Video Recordings: Submit three copies within seven days of end of each training module.
 - 1. Identification: On each copy, provide an applied label with the following information:
 - a. Name of Project.
 - b. Name and address of videographer.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Date of video recording.
 - 2. Transcript: Prepared on 8-1/2-by-11-inch paper, punched and bound in heavy-duty, three-ring, vinyl-covered binders. 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.
 - 3. At completion of training, submit complete training manual(s) for Owner's use.

1.5 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 Division 01 Section "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 Division 01 Section "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.

1.6 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
 - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor 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. Operations manuals.
 - c. Maintenance manuals.
 - d. Project record documents.
 - e. Identification systems.
 - f. Warranties and bonds.
 - g. Maintenance service agreements and similar continuing commitments.
3. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.
 - c. Maintenance: Include the following:
 - d. Inspection procedures.
 - e. Types of cleaning agents to be used and methods of cleaning.
 - f. List of cleaning agents and methods of cleaning detrimental to product.
 - g. Procedures for routine cleaning
 - h. Procedures for preventive maintenance.
 - i. Procedures for routine maintenance.
 - j. Instruction on use of special tools.

7. Repairs: Include the following:
 - a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Division 01 Section "Operations and Maintenance Data."
- B. Set up instructional equipment at instruction location.

3.2 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. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
 2. Owner will furnish an instructor to describe Owner's operational philosophy.
 3. 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. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.
- E. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

3.3 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. Video Recording Format: Provide high-quality color video recordings with menu navigation in format acceptable to Architect.

- C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to show area of demonstration and training. Display continuous running time.
- D. Narration: Describe scenes on video recording by audio narration by microphone while dubbing audio narration off-site after video recording is recorded. Include description of items being viewed.
- E. Transcript: Provide a transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.
- F. Pre-Produced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

END OF SECTION 017900

SECTION 019113 - GENERAL COMMISSIONING REQUIREMENTS

PART 1 - GENERAL

1.1 OVERVIEW

- A. This section of the specification describes the process for commissioning and defines the responsibilities of the commissioning agent, the contractors, and outlines the duties of other members of the commissioning team.
- B. The commissioning process shall be applied to all equipment, components, and systems as listed in this section, including specific interfaces to and from equipment and systems provided under separate contracts.
- C. Building Commissioning work is a joint team effort to ensure that all systems function together properly to meet the design intent, and to document system performance parameters for fine-tuning of control sequences and operations procedures. The commissioning process shall encompass and coordinate the traditionally separate functions of system documentation, equipment start-up, control system calibration, testing and balancing, training, and performance testing. This section does not supersede other requirements of the specifications. It may, though, expand on some of them.

1.2 COMMISSIONING AGENT

- A. The Commissioning Agent (CA) will be an independent 3rd party engaged by the Owner.

1.3 STANDARD AND CODE COMPLIANCE

- A. Commissioning will be accomplished to comply with, and in accordance with the requirements of the following:
 - 1. 2020 Energy Conservation Construction Code of New York State, Section C408 System Commissioning.
 - 2. State University Construction Fund – Directive 1B-6 Commissioning

1.4 THE COMMISSIONING TEAM

- A. The commissioning team shall consist of:
 - 1. Commissioning Agent (CA).
 - 2. HVAC Contractor (HC).
 - 3. Plumbing Contractor (PC).
 - 4. Electrical Contractor (EC).
 - 5. General Contractor (GC).
 - 6. All appropriate Contractors and Sub-Contractors including but not limited to; temperature controls, sheet metal, testing and balancing, and fire alarm installer.

7. Approved Representatives of Mechanical, Electrical and Equipment Manufacturers.
8. Design Engineers (DE).
9. Design Architect (ARCH).
10. Facility Staff (FS).
11. Owner's Representative (OR).

1.5 COORDINATION

- A. Project Commissioning Team - The members of the Project Commissioning Team shall consist of the Commissioning Authority and any support personnel, the Owner's facility staff (FS) or designee, the HVAC Contractor, Electrical Contractor, Plumbing Contractor, Fire Alarm Contractor, General Contractor or additional vendors as required, and the Architect/Engineer (A/E) and Owner's Representative (OR).
- B. Management - The CA coordinates the commissioning activities through the Owner's Representative (OR). All members shall work together to fulfill their contracted responsibilities and meet the objectives of the contract documents. Refer to Paragraph 1.6 for additional management details.
- C. Scheduling - The CA, through the OR, will provide sufficient notice to the Contractors for scheduling commissioning activities with respect to the Owner's participation. The Contractors will integrate all commissioning activities into the overall project schedule. All parties will address scheduling problems and make necessary notifications in a timely manner in order to expedite the commissioning process.

1.6 COMMISSIONING PLAN

- A. The CA will develop the Commissioning Plan which shall be included in the project schedule when approved by the Owner.
- B. The Commissioning Plan shall contain the information necessary to document the commissioning process as it progresses from pre-start checks, to start-up and initial operation, and finally to functional performance verification of all systems.
- C. The Commissioning Plan shall also contain a schedule of commissioning work, integrated with the overall project schedule. This schedule shall show:
 1. Completion dates for each system or systems in each area of the building.
 2. Dates for controls installation completion and point checkout.
 3. Dates for carrying out Steps 1 and 2 commissioning work for each system or group of systems.
 4. Submission dates for the documentation required by the Engineer prior to Step 3 verification.

5. Dates for carrying out Step 3 commissioning work.
- D. The following narrative provides a brief overview of the commissioning tasks that shall be performed during construction and the general order in which they occur.
1. Commissioning during construction begins with an initial commissioning meeting conducted by the CA where the commissioning process is reviewed with the project commissioning team members.
 2. Additional meetings will be required throughout construction, scheduled by the CA, through the Owner or OR, with necessary parties attending to plan, scope, coordinate, schedule future activities and address issues.
 3. Equipment documentation is submitted to the CA, through the Owner, OR, Architect, during normal submittals, including detailed startup procedures.
 4. The prefunctional checklists, developed by the CA are to be completed by the Contractor (or its Subcontractors), before and during the startup process.
 5. Prefunctional checklists, TAB and startup must be completed before performance testing.
 6. Items of non-compliance in material, installation, or setup shall be corrected at no expense to the Owner.
 7. The Contractor ensures that the Subcontractors' prefunctional checklists are executed and documented and that startup and initial checkout are performed. The CA verifies that the TAB, prefunctional checklists and startup were completed according to the approved plans. This includes the CA approving TAB, checklists and startup plans. This also includes witnessing startup of selected equipment. Any testing failure is to be corrected at no additional cost to the Owner, and a re-test is to be performed, observed, and documented.
 8. The CA develops and implements equipment and system functional test procedures. The forms and procedures are approved by the Owner and A/E.
 9. The performance tests are executed by the Contractor under the direction of the CA with the assistance of the facility staff. All documentation is by the CA.
 10. The CA provides the Commissioning Record.
 11. Commissioning is to be completed before substantial completion.
 12. Deferred testing and/or seasonal verifications are to be conducted as specified or required.

1.7 COMMISSIONING RESPONSIBILITIES

A. Commissioning Agent:

1. Plan, organize, direct and implement the Commissioning Process as specified herein.
2. Prepare the Commissioning Plan and submit for review by the Owner and Architect.
3. Revise the Commissioning Plan as required during construction.
4. Chair commissioning meetings, prepare and distribute schedules and agendas for the meetings, and prepare and distribute minutes to all Commissioning Team members, whether or not they attended the meeting.
5. Write the prefunctional checklists, initial operation and functional test procedures and submit for review by the Owner. The test procedures and checklists should be designed to verify detailed aspects of the proper operation of all equipment items and overall system performance in accordance with the design intent of the systems.
6. Coordinate commissioning activities among all Contractors, sub-trades, and suppliers, and all related commissioning requirements in the various specifications for all contracts.
7. Carry out all required system readiness checks and document the results as the checks are done.
8. In cooperation with the Controls Subcontractor, ensure all control point checkouts are carried out and the results documented as the checks are done.
9. Observe or verify all start-ups and initial system operations tests and checks, which shall encompass all specified functional performance tests, ensuring the results are documented as the tests and checks are done.
10. Provide periodic site visits as required to observe system installation.
11. Maintain master issues log. Resolution to issues found shall be documented by installing contractor and submitted to CA.
12. At the direction of the Engineer, ensure equipment and systems are operated for functional performance verification purposes.
13. Ensure all required training and demonstrations are provided to the Owner's designated operating staff and that all Operations and Maintenance manuals are submitted, approved and provided to the Owner.
14. Develop a Final Commissioning Record.
15. Coordinate deferred/seasonal commissioning required.

B. Contractors:

1. Within four (4) weeks of the award of the contract, the HC, PC, GC, EC Contractors and relevant subcontractors shall submit the names of the Project Manager who will be the Commissioning Coordinator for this project, as well as the names, addresses, phone numbers and qualifications of Subcontractors' Representatives and factory trained Manufacturer's Representatives for all equipment and systems required to participate in the Commissioning Process as specified in this Section.
2. Each Contractor and all his sub-trades and suppliers, shall cooperate with the Commissioning Agent in carrying out the Commissioning Process. In this context, each Contractor shall:
 - a. Provide equipment and systems start-up as specified.
 - b. Operate equipment and systems as required for initial systems operations, and witness final functional performance tests as they are performed by the Commissioning Agent, including the on-site participation of approved factory trained Manufacturer's Representatives for equipment.
 - c. Attend commissioning meetings and attend to action items arising from them, as required to allow the Commissioning Process to proceed on schedule.
 - d. Provide instruction and demonstrations for the Owner's designated operating staff, in conjunction with the Commissioning Agent, in order to meet all specified training requirements in this regard.
 - e. The Contractors shall make any and all necessary corrections to systems, equipment, O & M manuals, as built drawings, and procedures as necessary to meet the design intent, contract documents, manufacturer's recommendations or performance requirements if errors are discovered during the Commissioning Process.
 - f. The Contractors shall supply all necessary documentation, such as shop drawings, submittal data, maintenance manuals, etc. required for equipment and systems, to the Commissioning Agent for preparation of the commissioning plan, checklists, and functional performance plans.
 - g. The Contractors shall provide the required names, addresses and qualifications of all specified Manufacturer's Representatives to participate in the Commissioning Process prior to the initial commissioning meeting.
 - h. Subsequent installation and performance verifications, made necessary due to required corrections after initial verification, shall be at the respective Contractor's expense.
 - i. Carry all commissioning related costs in contract bid price.

- j. Review all documentation provided by CA and provide comments, if required prior to on site commissioning activities.
- k. Engage, at Contractor's cost, any Manufacturer's Representatives required to complete start-up and commissioning activities.
- l. Include cost of all devices and special tools to complete commissioning activities.

C. Manufacturer's Representatives:

- 1. The factory trained and authorized Manufacturer's Representatives shall participate in the commissioning process as specified in this section and as indicated in the technical section of the specifications.
- 2. Each Manufacturer's Representative shall cooperate with the commissioning agent in carrying out the commissioning process. In this context, each Manufacturer's Representative shall:
 - a. Provide equipment start-up as specified.
 - b. On-site participation as required for initial equipment operations and witness final functional performance tests as they are performed by the commissioning agent.
 - c. Attend commissioning meetings, as applicable and attend to action items arising from them, as required to allow the commissioning process to proceed on schedule.
 - d. Provide instruction and demonstrations for the Owner's designated operating staff, as specified in conjunction with the commissioning agent, in order to meet all specified training requirements in this regard.
 - e. Make any and all necessary corrections to equipment, O&M manuals, as-built drawings and procedures as necessary to meet the design intent, contract documents or performance requirements if errors are discovered during the commissioning process.
 - f. Subsequent installation and performance verifications, made necessary due to required corrections after initial verification, shall be at the respective manufacturer's expense.

D. Design Engineers and Architects:

- 1. Provide "Basis of Design" documentation inclusive of design criteria for CA review.
- 2. The Design Engineers and Architect shall review the Commissioning Plan, commissioning checklists and functional performance test plans. They shall also participate, as appropriate, in on-site commissioning meetings.

3. During the functional performance phase of the Commissioning Process, the Design Engineers and Architects may be on site to review commissioning documentation, witness functional performance tests, and verify acceptable performance or to declare performance unacceptable, as required.
 4. Provide design narrative information to CA as required.
 5. Participate in deficiency resolution process of items identified during Commissioning Process.
- E. Owner's Representative (User):
1. Provide "Owner's Project Requirements" documentation for CA review.
 2. The Owner shall ensure the availability of operating staff for all scheduled training and demonstration sessions. This staff shall possess sufficient skills and knowledge to operate and maintain the installation following attendance at these sessions.
 3. Attend commissioning meetings.
 4. Sign off of all accepted functional test procedures.
 5. Participate in seasonal/deferred testing.

1.8 DESCRIPTION OF WORK

- A. The "Systems and Equipment" as referred to in this section of the specifications shall include, but not be limited to, subsystems and components of subsystems; as provided by various contracts as follows:
1. HVAC Systems
 2. Building Temperature Control Systems
 3. Domestic Hot Water Heating System
 4. Lighting System, Dimming & Daylighting Controls
 5. Lighting System, Scheduled & Automatic Lighting Controls
 6. Fire Alarm Systems (as it relates to HVAC equipment)
 7. Electrical Systems

1.9 COMMISSIONING PROCESS

- A. The on-site commissioning process shall be organized and carried out in four (4) steps as follows:
1. Step 1 - System readiness and start-up.
 2. Step 2 - Initial operation.
 3. Step 3 - Functional performance verification.
 4. Step 4 - Demonstration and instruction.
- B. Each step is applicable to each separate system and its components, as listed in Part 3, including all related controls and specified interfaces to other divisions and contracts.

- C. The Contractors shall review and verify the commissioning schedule and requirements for the interface between all trades in order to prevent delays in the Commissioning Process.
- D. In some systems, improper adjustments, misapplied equipment, and/or deficient performance under varying loads may result in additional work being required to commission the systems. This work shall be completed under the direction of the General Contractor with input from the Contractors, Equipment Supplier, and Commissioning Agent. Whereas all members shall have input and the opportunity to discuss, debate, and work out problems, the Design Architect or Engineer shall have final jurisdiction over any additional work done to achieve performance.
- E. Corrective work shall be completed in a timely fashion to permit the completion of the commissioning process. Experimentation to demonstrate system performance may be permitted. If the Commissioning Agent deems the experimentation work to be ineffective or untimely as it relates to the Commissioning Process, the Commissioning Agent shall notify the Owner, indicating the nature of the problem, expected steps to be taken, and suggestions for completion of activities. Costs incurred to solve the problems in an expeditious manner shall be the Contractor's responsibility.
- F. Seasonal commissioning is required under full load conditions during peak heating and peak cooling seasons, as well as part load conditions in the spring and fall. Simulations of peak load conditions may be implemented to allow for complete commissioning of the work.
- G. Systems that are not weather dependent shall be tested under full and partial load to the fullest extent possible.

1.10 STEP 1 - SYSTEMS READINESS AND START-UP

- A. Before starting any equipment or systems, the Contractors shall complete the system readiness or pre-start checks in the commissioning plan and the Commissioning Agent shall document the results. The following conditions and items shall be completed as applicable:
 - 1. Piping systems have been pressure tested as specified, found to be tight, with reports submitted.
 - 2. Piping systems have been flushed and cleaned as specified, any required reports submitted, and then filled or charged as applicable.
 - 3. Equipment has been lubricated to specification.
 - 4. Air system cleaning is complete, and particulate filters have been installed.
 - 5. Vibration isolation has been installed to specification and adjusted.
 - 6. Equipment drives have been aligned.
 - 7. Electrical, water and fuel services have been installed and checked.

8. Control point checkouts have been completed.
 9. Safety controls have been installed and operation checked.
 10. Major equipment start-up has been carried out by Manufacturer's Representative when specified and required startup reports completed and submitted.
- B. All checks shall be documented on the relevant checklists as they are carried out. Deficiencies or incomplete work shall be corrected and the checks repeated until the installation is ready for operation before proceeding to Step 2 of the process.

1.11 STEP 2 - INITIAL OPERATION

- A. In Step 2 of the Commissioning Process, the Contractors, with the Commissioning Agent verifying, complete the testing, balancing, and calibration of all components and systems. They also operate all systems through all specified modes of operation and test system responses to specified abnormal or emergency conditions.
- B. Work carried out during this step of commissioning shall include but not be limited to, the following:
1. Air systems balancing, including positioning of all balance dampers, adjustments to diffusers, registers and grilles.
 2. Hydronic systems balancing, including positioning of all balance valves.
 3. Correction of problems revealed during balancing, including changes to fan speeds or blade pitch as necessary.
 4. Setting up and calibrating all automatic temperature controls devices, including adjustments to control valves and damper actuators.
 5. Setting up or programming controls for accurate response and precise sequencing to meet specified performance.
 6. With Commissioning Agent verifying, the Balancing Contractor and Controls Contractor working together setting up airflows and controls calibrations for terminal units and airflow stations.
 7. Ensuring final adjustments to vibration isolation are carried out as necessary.
- C. As was done in Step 1, all checks and tests shall be documented on the relevant checklists as they are carried out. Deficiencies or incomplete work shall be corrected, and the checks or tests repeated until correct installation and function has been confirmed and the installation is ready for engineering verification.

1.12 STEP 3 - FUNCTIONAL PERFORMANCE TEST AND VERIFICATION

- A. All equipment and systems shall be operated through the entire specified sequence of operations for witness and verifying acceptable operation, by the Commissioning Agent.

- B. During this step of commissioning, the following checks and test shall be required:
1. Check the location and accessibility of all access panels.
 2. Operation of all control system devices, both sensors and actuators.
 3. Proper physical response of all controlled devices and components to setpoint changes or other relevant adjustments.
 4. Operation of randomly selected motorized dampers.
 5. Demonstration of acceptable noise and vibration levels from major equipment, under its full range of operational conditions.
 6. Operation of equipment and systems under every specified mode of operation and sequence of control.
 7. Once acceptable performance of systems has been verified, then verification of specified interfaces to/from equipment and systems provided under other divisions and contracts shall be performed.

1.13 STEP 4 - DEMONSTRATION AND INSTRUCTION

- A. The formal demonstration and instruction for operating staff shall commence once the Step 3 commissioning is complete and substantial completion achieved.
- B. Demonstration and instruction in accordance with the "Design Intent" shall cover all equipment and systems and their controls.

1.14 COMMISSIONING START-UP AND COMPLETION

- A. Commissioning of certain systems may be required to be performed during both heating and cooling seasons. Commissioning shall be performed at the earliest such time as possible after substantial completion of each system.

1.15 REFERENCES

- A. Systems commissioning shall be accomplished as specified and in accordance with the latest version of commissioning publications from one the following industry associations:
1. American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) Guideline 1.1, HVAC&R Technical Requirements for the Commissioning Process.
 2. Associated Air Balancing Council, Commissioning Reference Manual.
 3. Building Commissioning Association - The Building Commissioning Handbook.

1.16 DOCUMENTATION

- A. Each Contractor shall provide to the Commissioning Agent three (3) copies of the following items as soon as they become available:
1. Certified and approved start-up and testing report forms for all subsystem equipment that comprise the System. Commissioning documentation shall include control schematics of the total system and all subsystems.
 2. Records of required inspections for code compliance, and documentation of approved permits and licenses to operate components of the System.
 3. Operating data which shall include all necessary instructions to the Owner's operating staff in order to operate the system to specified performance standards.
 4. Maintenance data which shall include all necessary information required to maintain all equipment in continuous operating condition, such as the testing, balancing and adjusting report and the as-built drawings.
 5. Written notice that building equipment and systems have been completed, tested and are fully operational.
 6. Checklist of all submitted contract deliverables such as; operation and maintenance manuals, spare parts, warranties, training, documentation, etc.
 7. Systems Manual:
 - a. Each installing Contractor shall submit under separate cover, a complete listing of all required maintenance procedures. This submission shall indicate the manufacturer's recommendations for all maintenance services required within a typical calendar year. Example: Pumps.
 - b. Daily Maintenance:
 - 1) Each day the pump should undergo a visual inspection as part of maintenance, ensuring there are no leaks, corrosion or breakage. In addition, turning off unnecessary motors will guarantee that the pump is running smoothly and optimally. Changing the speed of the pump to match the output in horsepower needed will further ensure optimal performance.
 - c. Monthly Maintenance:
 - 1) Monthly maintenance should include lubricating bearings in accordance with the manufacturer's specifications, checking and repairing seals, adjusting motor couplings for efficient transfer or output, and making sure that the pump is mounted securely onto its base.

d. Annual Maintenance:

- 1) Once a year, a maintenance tech should inspect the pump to adjust, repair or replace drive belts, bearing or any damaged parts as well as performing a vibration and temperature analysis to check the motor's condition.

PART 2 - PRODUCTS

2.1 TESTING

- A. The Contractor shall provide any equipment or device required for access such as platforms, scaffolds, and spare filters as may be necessary for all verification and testing.
- B. All standard testing equipment required to perform startup and initial checkout and required performance testing shall be provided by the Contractor for the equipment being tested. This includes, but is not limited to, two-way radios, meters, and data recorders.
- C. Special equipment, tools, and instruments required for testing equipment according to these contract documents shall be included in the Contractor's base bid price and shall be turned over to the Owner at project close-out.
- D. All testing equipment shall be of sufficient quality and accuracy to test and/or measure system performance within the tolerances specified in the specifications. If not otherwise noted, the following minimum requirements apply: Temperature sensors and digital thermometers shall have a certified calibration to NIST traceable standards within the past year to an accuracy of 0.5°F and a resolution of $\pm 0.1^\circ\text{F}$. Pressure sensors shall have an accuracy of $\pm 2.0\%$ of the value range being measured (not full range of meter) and have been calibrated within the last year. All equipment shall be calibrated according to the manufacturer's recommended intervals and when dropped or damaged. Calibration tags shall be affixed or certificates readily available.

PART 3 - EXECUTION

3.1 GENERAL

- A. Each Contractor shall coordinate with the Commissioning Team in the construction phase of the project to assure compliance with all system commissioning requirements.

3.2 DESIGN CRITERIA AND INTENT

- A. Design criteria and intent shall be as described in the technical specification sections and contract drawings. The basis of design developed by the Architect and Engineer will be also referenced.

3.3 MEETINGS

A. Initial Meeting:

1. The CA, through the OR, will schedule, plan and conduct an initial commissioning meeting. The Contractors and their responsible parties are required to attend.

B. Miscellaneous Meetings:

1. Other meetings will be planned and conducted by the CA as construction progresses. These meetings will cover coordination, deficiency resolution, and planning issues. These meetings will be held to the extent possible following construction meetings to minimize additional travel for all parties.

3.4 STARTUP, CONSTRUCTION CHECKLISTS AND INITIAL CHECKOUT

A. The following procedures apply to all equipment/systems to be commissioned.

B. General: Prefunctional checklists are required to verify that the equipment and systems are fully connected and operational. It ensures that performance testing (in-depth system checkout) may proceed without unnecessary delays. The prefunctional checklists for a given system must be successfully completed and approved prior to startup and formal performance testing of equipment or subsystems of the given system.

C. Startup and Checkout Plan: The CA will assist the Project Commissioning Team members responsible for startup of any equipment. The primary role of the CA in this process is to ensure that there is written documentation that each of the manufacturer recommended procedures has been completed. The CA shall provide prefunctional checklists and startup shall be identified in the commissioning scoping meeting and on the checklist forms.

1. The prefunctional checklists will be developed by the CA and provided to the Contractors. These checklists indicate required procedures to be executed as part of startup and initial checkout of the systems and the party responsible for their execution.
2. The Contractor shall determine which trade is responsible for executing and documenting each of the line item tasks and transmit the checklists to the responsible subcontractors. Each form may have more than one trade responsible for its execution.
3. The Contractor/Subcontractor responsible for the purchase of the equipment shall develop the full startup plan by combining the manufacturer's detailed startup and checkout procedures and the prefunctional checklists.
4. The Contractor/Subcontractor shall submit the full startup plan to the CA for review and approval.

5. The CA will review and approve the procedures and the documentation format for reporting. The CA will return the procedures and the documentation format to the Contractor.
 6. The Contractor will transmit the full startup plan to the Subcontractors for their review and use.
- D. Sensor and Actuator Calibration: All field-installed temperature, relative humidity, CO, CO₂, refrigerant, O₂, and/or pressure sensors and gages, and all actuators (dampers and valves) on all equipment shall be calibrated. Verify that all locations are appropriate and away from causes of erratic operation. Submit to the CA the calibration methods and results. All test instruments shall have had a certified calibration within the last six (6) months to NIST traceable standards, and comply with all local, state and/or federal requirements/certifications, as required. Sensors installed in the unit at the factory with calibration certification provided need not be field calibrated. Provide bench testing as required at the direction of the CA.
1. Sensor Calibration Methods:
 - a. All Sensors - Verify that all sensor locations are appropriate and away from causes of erratic operation. Verify that sensors with shielded cable, are grounded only at one end. For sensor pairs that are used to determine a temperature or pressure difference, make sure they are reading within 0.2°F of each other for temperature and within a tolerance equal to 2% of the reading, of each other, for pressure. Tolerances for critical applications may be tighter.
 - b. Sensors without Transmitters - Standard Application. Make a reading with a calibrated test instrument within 6 in. of the site sensor. Verify that the sensor reading (via the permanent thermostat, gauge or building automation system (BAS)) is within the tolerances in the table below of the instrument-measured value. If not, install offset in BAS, calibrate or replace sensor.
 - c. Sensors with Transmitters - Standard Application. Disconnect sensor. Connect a signal generator in place of sensor. Connect ammeter in series between transmitter and BAS control panel. Using manufacturer's resistance-temperature data, simulate minimum desired temperature. Adjust transmitter potentiometer zero until 4 mA is read by the ammeter. Repeat for the maximum temperature matching 20 mA to the potentiometer span or maximum and verify at the BAS. Record all values and recalibrate controller as necessary to conform with specified control ramps, reset schedules, proportional relationship, reset relationship and P/I reaction. Reconnect sensor. Make a reading with a calibrated test instrument within 6 in. of the site sensor. Verify that the sensor reading (via the permanent thermostat, gauge or building automation system (BAS)) is within the tolerances in the table below of the instrument-measured value. If not, replace sensor and repeat. For pressure sensors, perform a similar process with a suitable signal generator.

Tolerances, Standard Applications

Sensor	Required Tolerance (+/-)		Sensor	Required Tolerance (+/-)
Outside air, space air, duct air temps	0.4F		Flow rates, air	10% of design
Watthour, voltage & amperage	1% of design		Flow rates, water	4% of design
			Relative humidity	4% of design
			Oxygen or CO ₂ monitor	0.1% pts
			CO monitor	0.01 % pts
Pressures, air, water and gas	3% of design		Barometric pressure	0.1 in. of Hg

- d. Valve and Damper Stroke Setup and Check EMS Readout: For all valve and damper actuator positions checked, verify the actual position against the BAS readout. Set pumps or fans to normal operating mode. Command valve or damper closed, visually verify that valve or damper is closed and adjust output zero signal as required. Command valve or damper open, verify position is full open and adjust output signal as required. Command valve or damper to a few intermediate positions. If actual valve or damper position doesn't reasonably correspond, replace actuator or add pilot positioner (for pneumatics).

E. Execution of Construction Checklists and Startup:

1. Two (2) weeks prior to the scheduled start up, the Contractor shall coordinate startup and checkout with the Owner, A/E, OR, and CA. The execution and approval of the construction checklists, startup, and checkout shall be directed and performed by the Contractor, Subcontractor or Vendor. Signatures are required of the applicable Subcontractors for verification of completion of their work.
2. The Owner and facility personnel as necessary, shall observe, at minimum, the procedures for each piece of primary equipment, unless there are multiple units, in which case a sampling strategy may be used.
3. For lower-level components of equipment, (e.g., sensors, controllers), the CA shall observe a sampling of the startup procedures.
4. The Contractors, Subcontractors and Vendors shall execute startup and provide the CA with a signed and dated copy of the completed startup and construction checklists.
5. Only individuals employed by the Contractor (Technicians, Engineers, Tradesmen, Vendors, etc.) who have direct knowledge and witnessed that a line item task on the construction checklist was actually performed shall check off that item. It is not acceptable for non-witnessing onsite supervisors to fill out these forms.

- F. Deficiencies, Non-Conformance, and Approval of Checklists and Startup (Master Issues Log):
1. The Contractor shall ensure that the Subcontractors clearly list any outstanding items of the initial startup and construction checklist procedures that were not completed successfully, on an attached sheet. The form and any outstanding deficiencies shall be provided, to the CA within two (2) days of test completion.
 2. The CA will review the report and issue either a non-compliance report or an approval form, to the Contractor. The installing Contractors or Vendors shall correct all areas that are deficient or incomplete in the checklists and tests in a timely manner, shall notify the CA as soon as outstanding items have been corrected, and resubmit an updated startup report with a Statement of Correction on the original non-compliance report. When satisfactorily completed, the CA will recommend approval of the execution of the checklists and startup of each system.
 3. Items left incomplete, which later cause deficiencies or delays during performance may result in backcharges to the Contractor.

3.5 FUNCTIONAL PERFORMANCE TESTING

- A. Requirements: The functional performance testing shall demonstrate that each system is operating according to the documented design intent and contract documents. Functional performance testing facilitates bringing the systems from a state of individual substantial completion to full dynamic operation. Additionally, during the testing process, areas of deficient performance are identified and corrected, improving the operation and functioning of the systems.
- B. Coordination and Scheduling: The Contractor shall provide sufficient notice, regarding their completion schedule for the construction checklists and startup of all equipment and systems to allow the performance testing to be scheduled. The CA shall oversee, witness, and document the performance all equipment and systems. The CA, in association with the Contractor/Subcontractors and Facility Staff, shall execute the tests. Performance testing shall be conducted after the construction checklists, and startup has been satisfactorily completed. The control system shall be sufficiently tested and approved by the CA before it is used to verify performance of other components or systems. The air balancing and water balancing shall be completed and approved before performance testing of air or water-related equipment or systems. Testing proceeds from components to subsystems to systems. When the proper performance of all interacting individual systems has been achieved, the interface or coordinated responses between systems shall be checked.
- C. Development of Test Procedures: Before test procedures are finalized, the Contractor shall provide to the A/E and the CA all requested documentation and a current list of changes affecting equipment or systems, including an updated points list, program code, control sequences, testing parameters, supplemental instructions, and addenda. Using the testing parameters and requirements in the technical specifications, the CA shall update/develop specific test procedures and forms to verify and document proper operation of each piece of equipment and system.

Each Contractor/Subcontractor or vendor, as appropriate, shall provide assistance to the CA in developing the final procedures. Prior to finalization, the A/E shall review and concur with the test procedure.

D. Test Methods:

1. Performance testing and verification may be achieved by manual testing or by monitoring the performance and analyzing the results using the control system's trend log capabilities or by stand-alone data loggers. The CA may substitute specified methods or require an additional method to be executed other than what was specified, with the approval of the A/E. The CA will determine which method is most appropriate for tests that do not have a specified method.
2. Simulated Conditions. Simulating conditions shall be allowed, though timing the testing to experience actual conditions is encouraged wherever practical.
3. Overridden Values. Overriding sensor values to simulate a condition, such as overriding the outside air temperature reading in a control system to be something other than ambient is acceptable.
4. Simulated Signals. Using a signal generator which creates a simulated signal to test and calibrate transducers and DDC constants is generally recommended over using the sensor to act as the signal generator via simulated conditions or overridden values.
5. Altering Sensors. Overriding sensor values and when simulating conditions is difficult, altering setpoints to test a sequence is acceptable.
6. Indirect Indicators. Relying on indirect indicators for responses or performance shall be allowed only after visually and directly verifying and documenting, over the range of the test parameters, that the indirect readings through the control system represent actual conditions and responses.
7. Setup. Each functional performance test shall be performed under conditions that simulate actual conditions as closely as is practically possible. The Contractor/Subcontractor(s) assisting the CA in executing the test shall provide all necessary materials, system modifications, etc., to produce the necessary flows, pressures, temperatures, etc., necessary to execute the test according to the specified conditions. At completion of the test, the Contractor/ Subcontractor(s) shall return all affected equipment and systems to their approved operating settings.

- E. Problem Solving: The burden of responsibility to solve, correct, and retest malfunctions/failures is with the Contractor, with the CA providing suggestions.

3.6 DOCUMENTATION, NON-CONFORMANCE, AND APPROVAL OF TESTS

- A. Documentation: The CA shall witness and verify/pre-approve the documentation of the results of all performance tests. The CA shall complete all documentation for performance testing.

B. Non-Conformance:

1. Corrections of minor deficiencies identified may be made during the tests at the discretion of the CA. In such cases the deficiency and resolution will be documented on the procedure form or on an attached sheet. If the correction is made immediately, the item does not need to be added to the issues log.
2. As tests progress and a deficiency is identified, the CA shall discuss the issue with the Commissioning Team and the Contractor.
 - a. When there is no dispute regarding the deficiency and the Contractor accepts responsibility to correct it:
 - 1) The CA will document the deficiency and the Contractor's response and intentions. After the day's work, the CA will enter the item into the issues log. The Contractor corrects the deficiency, signs the statement of correction at the bottom of the non-compliance form certifying that the equipment is ready to be retested and sends it back to the CA.
 - 2) The Contractor shall reschedule the test; and the test is repeated. The issues log is amended by the CA.
 - b. If there is a dispute about a deficiency, regarding whether or not it is a deficiency:
 - 1) The dispute shall be documented on the non-compliance form with the Contractor's response.
 - 2) Resolutions are made at the lowest management level possible. Other parties are brought into the discussions as needed. Final interpretive authority is with the A/E.
 - 3) The CA documents the resolution process in the issues log.
 - 4) Once the interpretation and resolution have been decided, the contractor corrects the deficiency, signs the statement of correction on the non-compliance form and provides it to the CA. The contractor shall reschedule the test and the test is repeated until satisfactory performance is achieved.
3. Cost for the CA to retest a functional performance test is borne by Contractor's.
4. The Contractor shall submit in writing to the CA at least as often as commissioning meetings are being scheduled, the status of each outstanding discrepancy identified during commissioning. Discussion shall cover explanations of any disagreement and proposed resolutions.
 - a. The CA retains the original non-conformance forms until the end of the project.

- b. Retesting shall not be considered a justified reason for a claim of delay or for a time extension by the Contractor.
- C. Failure Due to Manufacturer Defect: If 10% (or three (3), whichever is greater) of identical pieces of equipment fail to perform to the contract documents (mechanically or substantively) due to a manufacturing defect, not allowing it to meet its submitted performance specification, all identical units may be considered unacceptable. In such case, the Contractor shall provide the Owner with the following:
 - 1. Within one (1) week of notification from the Owner, the Contractor or Manufacturer's Representative shall examine all other identical units making a record of the findings. The findings shall be provided to the CA within two (2) weeks of the original notice.
 - 2. Within two (2) weeks of the original notification, the Contractor or Manufacturer shall provide a signed and dated, written explanation of the problem, cause of failures, etc., and all proposed solutions. The proposed solutions shall not significantly exceed the specification requirements of the original installation.
 - 3. The A/E will determine whether a replacement of all identical units or a repair is acceptable.
 - 4. Two (2) examples, where applicable, of the proposed solution shall be installed by the Contractor and the A/E shall be allowed to test the installations for up to one (1) week, upon which the A/E will decide whether to accept the solution.
 - 5. Upon acceptance, the Contractor and/or Manufacturer shall replace or repair all identical items, at their expense. The replacement/repair work shall proceed with reasonable speed beginning within one week from when parts or material can be obtained.
- D. Approval: The CA notes each satisfactorily demonstrated function on the test form. Final acceptance of the functional performance test by the Owner is made after review by the CA, following recommendations by the A/E.

3.7 DEFERRED TESTING

- A. Unforeseen Deferred Tests: If any check or test cannot be completed due to the project completion level, weather conditions, or time of season, execution of checklists and functional performance testing may be delayed upon approval of the CA. These tests will be conducted in the same manner as the seasonal tests as soon as possible. Contractors will not be due any additional compensation.
- B. Seasonal Testing: During the warranty period, seasonal testing (tests delayed until weather conditions are closer to the system's design) shall be completed as part of this contract. The CA shall coordinate this activity through the Owner. Tests will be executed, documented by the CA and deficiencies should be corrected by the appropriate Contractor/Subcontractors with the CA witnessing. Any final adjustments to the O&M manuals and as-built's due to the testing shall be made by the Contractor.

3.8 COMMISSIONING RECORD

- A. The CA is responsible to compile, organize and index the following commissioning data, for all commissioned equipment into labeled, indexed and tabbed, three-ring binders and deliver it to the Owner.
1. Commissioning Plan.
 2. System reports including available design narratives and criteria including sequences. Each system shall contain the startup plan and report, approvals, corrections, construction checklists, completed performance tests, trending and analysis, training plan and recommended recommissioning schedule.
 3. Complete issues log inclusive of all items and resolutions.
 4. Final Commissioning Report including an executive summary, list of participants and roles, brief building description, overview of commissioning and testing scope and a general description of testing and verification methods. For each piece of commissioned equipment, the report should contain the disposition of the Commissioning Authority regarding the adequacy of the equipment, documentation and training meeting the contract documents in the following areas:
 - a. Equipment meeting the equipment specifications.
 - b. Equipment installation.
 - c. Performance and efficiency.
 - d. Equipment documentation and design intent.
 - e. Operator training.
 5. All outstanding non-compliance items shall be specifically listed. Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc. shall also be listed. Each non-compliance issue shall be referenced to the specific performance test, inspection, trend log, etc. where the deficiency is documented. The performance and efficiency section for each piece of equipment shall include a brief description of the verification method used (manual testing, BAS trend logs, data loggers, etc.) and include observations and conclusions from the testing.

3.9 PRE-WARRANTY REVIEW

- A. CA will conduct a pre-warranty review of the project approximately ten (10) months following final completion of the project. CA will provide to the Owner a list of remedial items that are required to be addressed by Contractors prior to warranty expiration. Contractors, at their cost, will address all identified items in their respective trades within thirty (30) day of notification. Upon completion of work, Contractor will notify Owner, Commissioning Authority, and Design Architect/Engineer in writing.

END OF SECTION

SECTION 024119 - SITE PREPARATION AND DEMOLITION**PART 1 - GENERAL****1.1 DESCRIPTION**

- A. Provide all equipment, labor and materials necessary to perform all work required to prepare and clear the site and to perform any work necessary to facilitate construction of the project as indicated on the Drawings and as specified herein. It is the Contractor's responsibility to perform all work, included on the contract drawings and outlined in this specification.

1.2 MATERIAL OWNERSHIP

- A. Except for stripped topsoil or other materials indicated in the specifications or on the drawings to remain Owner's property, all other cleared materials including native sub-soil (soil beneath the topsoil layer) shall become Contractor's property and shall be removed from Project site in a legal manner.

1.3 JOB CONDITIONS

- A. Occupancy: Owner may be continuously occupying buildings or areas of buildings immediately adjacent to areas of site work. Conduct site work in a manner that will minimize need for disruption of Owner's normal operations. Provide minimum of 72 hours advance notice to Owner of activities which will impact Owner's normal operations.
- B. Condition of existing structures: Owner assumes no responsibility for actual condition of items or structures to be demolished.
 - 1. Conditions existing at time of commencement of Contract will be maintained by Owner insofar as practicable. However, variations within structure may occur by Owner's removal and salvage operations prior to start of site demolition work.
- C. Partial Demolition and Removal: Items indicated to be removed but of salvable value to Contractor may be removed from the site as work progresses. Transport salvaged items from site as they are removed.
 - 1. Storage or sale of removed items on site is not permitted.
- D. Protections: Provide and maintain temporary barricades and other forms of protection as required to protect University personnel, students, and general public from injury due to site work operations.
 - 1. Provide and maintain protective measures as required to maintain free and safe passage around perimeter of site
 - 2. Provide and maintain interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structures or element to be demolished, and adjacent facilities or work to remain.
 - 3. Protect from damage existing work that is to remain in place and becomes exposed during demolition operations.
 - 4. Protect all trees and shrubs unless noted on plans to be removed
 - 5. Remove protections at completion of work.

- E. Damages: Promptly repair damages caused to adjacent facilities by site work at no cost to Owner.
- F. Traffic: Conduct site demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities
 - 1. Do not close, block or otherwise obstruct streets, walks or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- G. Explosives: Use of explosives will not be permitted.
- H. Utility Services: Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.
 - 1. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.
- I. Dust Control: Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection.
 - 1. Do not use water when it may create hazardous or objectionable conditions, such as ice, flooding, or pollution.

1.4 PROTECTION OF PERSONS AND PROPERTY

- A. Protection of Persons and Property: The Contractor shall meet all federal, state and local safety requirements for the protection of workmen, other persons, and property in the vicinity of the demolition and clearing work and the requirements of the Special Provisions.

1.5 COORDINATION WITH ALTERNATES

- A. If Alternates are included in the contract documents, demolition of existing site elements shall be coordinated between work required for the base bid and alternates. The Contractor is responsible to assure that all demolition is completed as part of their work. In such, the Contractor shall familiarize themselves with all site conditions.

PART 2 - PRODUCTS

2.1 TEMPORARY CONSTRUCTION FENCING

- A. Temporary construction and protective fencing shall be installed as defined on the drawings and in the specifications, and in any other locations necessary for the protection of the public, of the Work, and of construction materials.

PART 3 - EXECUTION

3.1 SEQUENCING AND SCHEDULING

- A. Coordinate Site Preparation operations with the following:
 - 1. Other contractors effected by work
 - 2. Owners Representative
 - 3. Landscape Architect

3.2 SITE INVESTIGATION

- A. Visit site before bidding and inform self of site conditions affecting work. No allowance will be made in the work of this contract for failing to determine site conditions.
- B. Verify locations and protect utilities and structures, whether or not shown on the drawings. Existing utilities and structures shown on the drawings are for the Contractor's convenience and locations are not guaranteed.
- C. Verify survey information given on drawings. Notify the Landscape Architect and/or Engineer of any and all discrepancies prior to commencing work. Commencement of work will be construed as complete acceptance of survey information.
- D. Locate and protect from disturbance existing survey monuments, pins, marker and benchmarks whether or not shown on drawings. When any disturbance or damage occurs, notify Landscape Architect and/or Engineer in writing within 24 hours. Describe nature of disturbance or damage and date first occurred. Provide copies to applicable government and municipal agencies. Pay costs for restoring monument to satisfaction of said agencies, at no additional expense to the Owner.
- E. Photographic documentation: Photographically document existing features which, may be affected by the construction, inside and outside the contract limit line. Existing features include, but are not limited to: structures, pavements, curbs, utilities, lawns and vegetation, especially individual trees which are over six (6") inches in diameter and noted to remain on the drawings. Also, particular attention shall be paid to the construction access, stockpile and haul road areas.

3.3 PREPARATION

- A. Locate and clearly flag trees and vegetation to remain or to be relocated.
- B. Provide means to protect existing site conditions to remain from damage during construction.
 - 1. Restore any damaged site items to their original condition, as acceptable to the Owner at no additional expense.
- C. Provide temporary construction fencing around the complete limit of work and other locations within the construction site indicated and defined on the drawings. Post signs as required.
- D. Provide, erect, and maintain protections as required to protect general public, workers, and adjoining property owners during the entire course of construction activity.

3.2 EXISTING UTILITIES

- A. The Contractor shall notify Dig Safely NY (UFPO) to have all subsurface structures and utilities marked out in the field prior to commencing any construction activities. Request that underground utilities be located and marked within and adjacent to the construction limits.
- B. The Contractor shall carefully uncover all existing utilities that are at or adjacent to proposed new work – prior to commencing work in those areas. Means to uncover those utilities shall be applied to prevent damage to them.
- C. Do not interrupt existing utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify the Owners' Representative not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without written permission from the Owners' Representative.
- D. The contractor shall keep record data relating to the location and elevations of existing services and utilities and include this data in the project as-built drawings.

3.3 EROSION AND SEDIMENTATION CONTROL

- A. Erosion and sedimentation control measures shall be in place and approved by the Owners' Representative prior to commencing any site clearing or construction operations.

3.4 MAINTAINING PEDESTRIAN AND VEHICULAR TRAFFIC

- A. Do not interfere with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
- B. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner's Representative and authorities having jurisdiction.
- C. Maintain clear and safe access for all student, staff and faculty to all campus buildings and facilities adjacent to the project site throughout the construction process. Coordinate all construction and school activities and special events with the Owner to avoid conflicts.
- D. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

3.5 TREE PROTECTION

- A. Erect and maintain temporary fencing around tree protection zones before starting site clearing. Remove fence when construction is complete.
 - 1. Do not store construction materials, debris, or excavated material within fenced area.
 - 2. Do not permit vehicles, equipment, or foot traffic within fenced area.

3. Maintain fenced area free of weeds and trash.
- B. Do not excavate within tree protection zones, unless otherwise indicated and approved by the Owners' Representative.
- C. If there is a condition which requires excavation for new construction within tree protection zones and approval has been provided by the Owners' Representative, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.
 1. Cover exposed roots with burlap and water regularly.
 2. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
 3. Backfill with soil as soon as possible.
- D. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by Owners' Representative.
 1. Employ an arborist, licensed in jurisdiction where Project is located, to submit details of proposed repairs and to repair damage to trees and shrubs.
 2. Replace trees that cannot be repaired and restored to full-growth status, as determined by Owners' Representative.

3.6 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. Existing structures and utilities shall be suitably protected from damage, including but not limited to existing lighting, buildings, walls, flagpoles, plantings, fencing, and utilities.
- B. The existing pavement to remain shall be protected from damage caused by construction activities, runoff and other such impacts that will reduce the effective life of the surface and base.
- A. Do not interfere with the use of adjacent buildings.
- B. Cease operations and notify Owner immediately if safety of adjacent structures appears to be endangered. Take precautions to properly support structures. Do not resume operations until safety is restored to the satisfaction of the Owners' Representative.
- C. Prevent movement, settlement or collapse of adjacent services, athletic surfaces, sidewalks, driveways, utilities and infrastructure, structures, plantings and trees. The Contractor shall repair, at no cost to the Owner, such movement, settlement, or collapse. Promptly repair any damage identified by the Owners' Representative.

3.7 PROTECTION OF CATCH BASINS FROM CONSTRUCTION DEBRIS

- A. Existing catch basins in or adjacent to construction areas shall be protected from build-up of dirt and other construction debris by construction of stone and block drop inlet protection. Do not place drainage filter fabric over the grates.

3.8 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, grass, and other vegetation, to permit installation of new construction.
 - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 - 2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
 - 3. Grind stumps and remove roots, obstructions, and debris extending to a depth of 24 inches below exposed subgrade, except where roots and stumps will be removed as part of subsequent site excavation operations.
 - 4. Use only hand methods for grubbing within tree protection zone.
 - 5. Chip removed tree branches and dispose of off-site in a legal manner.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, to be approved by the Owners' Representative, unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.

3.9 TOPSOIL STRIPPING

- A. Remove sod and grass within the area defined on the drawings before stripping topsoil.
- B. Do not excavate wet topsoil.
- C. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
- D. Remove subsoil and non-soil materials from topsoil, including trash, debris, weeds, roots, and other waste materials.
- E. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to prevent erosion and to drain surface water. Cover to prevent windblown dust. Stabilize stockpiles with temporary seeding as defined in the topsoil and turf specifications.
 - 1. Height of topsoil stockpiles shall not exceed 8 vertical feet.
 - 2. Do not stockpile topsoil within tree protection zones.

3. Do not remove any of the existing native topsoil from the site. At the completion of construction, if there is any excess topsoil, it shall remain the property of the Owner and shall be stockpiled on-site at a location as directed by the Owners' Representative.

3.10 DEMOLITION

- A. Perform site demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawings in accordance with demolition schedule and governing regulations.
- B. Demolish concrete and masonry in small sections. Cut concrete and masonry at junctions with construction to remain.
- C. Provide and maintain services for effective air and water pollution controls as required by local authorities having jurisdiction.
- D. Demolish foundation walls to a depth of not less than 18 inches below existing ground surface. Demolish and remove below-grade wood or metal construction.
- E. Completely fill below-grade areas and voids resulting from demolition work. Provide fill consisting of approved earth, gravel or sand, free of trash and debris, stones over 6 inch diameter, roots or other organic matter.
- F. If unanticipated mechanical, electrical or structural elements which conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Landscape Architect in written, accurate detail. Pending receipt of direction, rearrange site demolition schedule as necessary to continue overall job progress without delay.
- G. Lead contamination: If a disturbance of lead occurs, stop the work and immediately notify the Architect/ Engineer.
- H. Asbestos contamination: If a disturbance of ACM occurs, stop the work and immediately notify the Architect/Engineer.
- I. Pavements
 1. Where indicated on the Drawings and as directed by the Design Professional, existing bituminous / asphalt pavement shall be saw-cut to the full thickness of the pavement and removed to the full depth of the pavement. Unless specifically noted on the drawings removal includes the stone base material below the asphalt layers. Native soils beneath the stone base layer shall be protected.

3.11 REMOVALS AND RELOCATION

- A. Materials indicated on the Drawings or designated by the Owners' Representative to be removed and disposed shall be dismantled, removed, and legally disposed of off-site.
- B. Areas formerly occupied by removed components shall be restored to the condition of adjacent areas.

- C. Materials indicated on the Drawings or designated by the Design Professional in the field to be relocated shall be dismantled, removed, and relocated as indicated on the Drawings.

3.12 SALVAGEABLE MATERIALS

- A. Materials indicated on the Drawings or designated by the Owners' Representative to be salvaged shall be carefully removed, protected from damage, and stored at an on-site location identified by the Owners' Representative.

3.13 REMOVAL OF NON-REUSEABLE SOILS

- A. The Contractor shall be responsible to remove all non-useable soils and material from the project site, including native sub-soil (soil beneath the topsoil layer).
- B. Existing native topsoil shall not be removed from the site. At the completion of construction, if there is any excess topsoil, it shall remain the property of the Owner and shall be stockpiled on-site at a location as directed by the Owners' Representative.

3.14 DISPOSAL OF MATERIALS

- A. Material resulting from the site preparation and demolition work that has not been defined to be salvaged, relocated or stockpiled and which is unsuitable for reuse on the project, shall become the property of the Contractor and shall be legally disposed of off of the Owner's property.
- B. Debris, rubbish, and other waste material shall be disposed of promptly in a legal manner off-site and shall not be left until final cleanup of the site.
- C. All costs associated with the transporting and disposal of all debris, rubbish, etc. shall be included in the Base Bid.
- D. If hazardous non-asbestos containing materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling and protection against exposure or environmental pollution.
- E. Burning of removed materials is not permitted on project site.

3.15 CLEAN-UP AND REPAIR

- A. Upon completion of demolition work, remove tools, equipment and demolished materials from site.
- B. Repair demolition performed in excess of that required. Return structures and surfaces to remain to condition existing prior to commencement of selective demolition work. Repair adjacent construction or surfaces soiled or damaged by site demolition work.

END OF SECTION

SECTION 024190 - SELECTIVE DEMOLITION

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. Demolition and removal of selected portions of building or structure.
 - 2. Demolition and removal of selected site elements.
 - 3. Salvage of existing items to be reused or recycled.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
 - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 PREINSTALLATION MEETINGS

- A. Pre-demolition Conference: Conduct conference at Project site.
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review structural load limitations of existing structure.
 - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 - 5. Review areas where existing construction is to remain and requires protection.

1.6 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's on-site operations are uninterrupted.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Use of elevator and stairs.
 - 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- C. Pre-demolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Comply with Section 013233 "Photographic Documentation." Submit before Work begins.

1.7 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

1.8 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.9 FIELD CONDITIONS

- A. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

- B. Hazardous Materials: Present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
 - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
 - 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
- C. Historic Areas: Demolition and hauling equipment and other materials shall be of sizes that clear surfaces within historic spaces, areas, rooms, and openings, including temporary protection.
- D. Storage or sale of removed items or materials on-site is not permitted.

1.10 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.
 - 1. Maintain the existing building structure, envelope, and interior nonstructural elements of a historic building or contributing building in a historic district. Do not demolish such existing construction beyond indicated limits.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.

1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- D. Steel Tendons: Locate tensioned steel tendons and include recommendations for de-tensioning. Ex-ray existing work and located structural members including rebar before cutting or drilling into existing material.
- E. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- F. Survey of Existing Conditions: Record existing conditions by use of measured drawings preconstruction photographs or video and templates.
 1. Comply with requirements specified in Section 013233 "Photographic Documentation."
 2. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.
 3. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

3.2 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.3 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 5. Maintain adequate ventilation when using cutting torches.
 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 9. Dispose of demolished items and materials promptly
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Work in Historic Areas: Selective demolition may be performed only in areas of Project that are not designated as historic. In historic spaces, areas, and rooms, or on historic surfaces, the terms "demolish" or "remove" shall mean historic "removal" or "dismantling" as specified in Section 024296 "Historic Removal and Dismantling."
- D. Removed and Salvaged Items:
1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers.
 3. Store items in a secure area until delivery to Owner.
 4. Protect items from damage during transport and storage.
- E. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse.
 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 3. Protect items from damage during transport and storage.

4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- F. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.4 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.
- B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.
- C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.
- D. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction. and recycle or dispose of them according to Section 017419 "Construction Waste Management and Disposal."
 1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
 4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- B. Burning: Do not burn demolished materials.

3.6 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 028211 - ASBESTOS ABATEMENT**PART 1 GENERAL****1.01 SUMMARY**

- A. This Section specifies the procedures for removal of existing asbestos-containing materials (ACM) in a structure to remain open during abatement. **The results of testing for ACM are listed in Appendix A.**
 - 1. The *Full Building Asbestos Survey Report for Binghamton University Oneida Hall* was prepared by Delta Engineers, Architects, & Land Surveyors and issued June 15th, 2023.
 - 2. Additional bulk samples were collected by Binghamton University personnel and analyzed at a certified laboratory. The laboratory analysis results & related documentation are included in Appendix A after the Delta building survey report.
- C. This Section specifies the procedures for removing asbestos containing building materials in accordance with Industrial Code Rule 56 (12 NYCRR 56) issued by New York State Department of Labor and any other applicable local, state or federal regulations.
- D. Binghamton University maintains a site-specific variance from 12 NYCRR 56, which may be utilized, if applicable, for this project. **The Binghamton University campus variance is provided in Appendix B.** Any other variances which the contractor deems necessary shall be executed and paid for by the Contractor.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Selective Demolition: Section 024119.

1.03 REFERENCES

- A. New York State Department of Environmental Conservation (DEC): 6NYCRR Part 364.
- B. Occupational Safety and Health Administration (OSHA): Asbestos Regulations (29 CFR Part 1926.1101).
- C. U.S. Environmental Protection Agency (EPA): National Emission Standards for Hazardous Air Pollutants; Asbestos NESHAP Revision; Final Rule.
- D. New York State Department of Labor (DOL): Industrial Code Rule No. 56.
- E. U.S. Environmental Protection Agency (EPA): Asbestos Emergency Response Act (AHERA) (40 CFR Part 763, Subpart E).
- F. New York State School Asbestos Safety Act (SASA).

1.04 ASBESTOS VARIANCES

1. If a site-specific variance is sought by the Contractor, application must be made within 14 days after the agreement is approved by the Comptroller. Schedule of approval for said Site-Specific Variance by DOL, however, shall not have a negative impact on the overall construction schedule. Forward the required forms to the New York Department of Labor for their action, and copy the Owner.
2. All additional Project Monitoring and Air Sampling costs associated with the Site-Specific Variance will be back charged to the Contractor.

1.05 SUBMITTALS

- A. Prior to commencement of the work on this project, the Contractor must submit the following to the Owner:

1. **SUCF Asbestos Removal Fact Sheet (found in Appendix B).**
2. Copy of the Company Asbestos Handling License.
3. Waste Transporter Permits.
4. Supervisors NYDOL Certification.
5. Employees NYDOL Certifications and Workers Acknowledgement.
6. Copy of Company Insurance Policy
7. Copy of NY Department of Labor Notification.
8. Copy of EPA Notification
9. Asbestos Abatement Work Plan (required under Quality Assurance).
10. Copy of the complete New York State Department of Labor variance application and variance decision by DOL.
11. Material information – PPE, poly, encapsulant, etc.
12. Material Safety Data Sheets (MSDS).

- B. Contract Closeout Submittals:

1. Disposal Site Receipts & Waste Manifest(s): Copy of each receipt showing the ACM has been properly disposed.
2. **SUCF Regulated Materials Disposal Fact Sheet (found in Appendix B).**

1.06 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with the referenced standards.
- B. Pre-Work Conference: Before the Work of this Section is scheduled to commence, a conference will be held by the Project Coordinator at the Site for the purpose of reviewing the Contract Documents, discussing requirements for the Work, and reviewing the Work procedures. The conference shall be attended by the Asbestos Removal Contractor, the General Contractor, the Owner Asbestos Rep and the testing laboratory employed by the Owner.

C. Asbestos Abatement Work Plan: At the conclusion of the pre-work conference, before the physical abatement work begins, prepare a detailed work plan. The work plan shall include, but not be limited to, the abatement schedule, work procedures, required system shutdowns & utility connections, types of equipment, crew size, emergency exits and emergency procedures for fire and medical emergencies and for failure of containment barriers. Also, show locations of decontamination unit(s), waste decontamination unit, negative air lines, waste storage and material & equipment storage area(s). If a variance will be utilized, prepare the work plan to include the use of the variance.

1.07 DELIVERY AND STORAGE

- A. Deliver any material in manufacturer's original sealed and labeled containers.
- B. Store material in compliance with manufacturer's printed instructions.

1.08 PROJECT CONDITIONS

- A. In addition to the postings required by law, post at the entrance to the abatement area the following documents:
 - 1. Copy of the printed Asbestos Abatement Work Plan.
 - 2. Copy of Industrial Code Rule No. 56.
 - 3. Copy of all Variances to be utilized on the project.
- C. Electric services to those portions of the building and remaining facility, which are not a part of the asbestos abatement work area, shall be maintained at all times.
- D. No aisle or passageway shall be obstructed so as to reduce its required width as an exit.

PART 2 PRODUCTS

2.01 MATERIALS

- A. No additional material is anticipated.

PART 3 EXECUTION

3.01 ASBESTOS-CONTAINING MATERIAL HANDLING AND REMOVAL PROCEDURES

- A. Comply with the standards referenced in Part 1 of this Section.

3.02 REMOVAL PROCEDURES

- A. Perform all work in accordance with specific variance from Industrial Code Rule 56 issued by New York State Department of Labor and approved by University.

- B. Coordinate with the Owner and other trades to determine the timing of asbestos abatement activities.

1.03 ASBESTOS MATERIAL ENCLOSURE PROCEDURES

- A. Comply with the standards referenced in Part 1 of this Section and any approved Variances from Industrial Code Rule 56.

3.04 CLEAN UP PROCEDURES

- A. Comply with the standards referenced in Part 1 of this Section and any approved Variances from Industrial Code Rule 56.

3.05 AIR SAMPLING, MONITORING, AND ANALYSIS

- A. Air Monitoring Tests: The Owner will employ the services of an independent testing laboratory to perform air sample monitoring tests. The laboratory shall use the methods described in standards referenced in Part 1 of this Section.
 - 1. In addition to the Phase Contrast Microscopy (PCM) method of analysis required by Industrial Code Rule No. 56, a full set of Transmission Electron Microscopy (TEM) will be performed by the testing laboratory for the Post-Abatement (Clearance Air) Monitoring.
 - 2. Prior to removal of isolation barriers, the Project Coordinator at the Site will receive an affidavit from the air monitoring laboratory certifying the final air samples comply with the standards referenced in Part 1 of this Section.
 - 3. If initial Post-Abatement (Clearance Air) Monitoring results do not comply with the standards referenced in Part 1 of this Section, the Contractor shall bear the cost of all additional air sampling and laboratory analysis to achieve acceptable clearance air sample results. The Contractor shall either reclean or order a full set of TEM analysis, performed at no additional cost to the State. Results of the TEM analysis will be conclusive, and if the results do not comply with the standards referenced in Part 1 of this Section the Contractor shall reclean and laboratory will retest until the standards are met.

3.06 APPROVED DISPOSAL SITE:

- A. Transport the asbestos-containing waste, related debris, and waste water to the approved disposal site. A waste Manifest shall be returned to the Owner within the allotted time per Code Rule 56. Final Payment to the Contractor will not be processed by the Owner until all required close-out paperwork has been received by the Owner.
- B. Non-asbestos waste material shall be disposed of in accordance with all state and local regulations.

3.07 RESTORATION

A. When directed in writing and all testing is approved, remove temporary decontamination facilities and restore area designated for these facilities to its original condition or better.

END OF SECTION

APPENDIX A

Building Survey & Additional Bulk Sample Results



EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRAINING

Asbestos Chain of Custody

EMSL Order Number (Lab Use Only):

142505396

EMSL ANALYTICAL
490 ROWLEY ROAD
DEPEW, NY 14043

PHONE: (716)651-0030

FAX:

Company Name : Binghamton University		EMSL Customer ID: BING50	
Street: Vestal Parkway East		City: Binghamton	State/Province: NY
Zip/Postal Code: 13902	Country: US	Telephone #: 607-777-5434	Fax #: 607-777-2340
Report To (Name): Brian Aylward		Please Provide Results: ☐ Fax ☒ Email	
Email Address: Baylward@binghamton.edu		Purchase Order: 6000060	
Project Name/Number: N.A.R. Collegiate Center Work Order 413563		EMSL Project ID (Internal Use Only):	
U.S. State Samples Taken: NY		CT Samples: ☐ Commercial/Taxable ☐ Residential/Tax Exempt	
EMSL-Bill to: ☒ Same ☐ Different - If Bill to is Different note instructions in Comments** Third Party Billing requires written authorization from third party			
Turnaround Time (TAT) Options* - Please Check			
☐ 3 Hour ☐ 6 Hour ☒ 24 Hour ☐ 48 Hour ☐ 72 Hour ☐ 96 Hour ☐ 1 Week ☐ 2 Week			
*For TEM Air 3 hr through 6 hr, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.			
PCM - Air ☐ Check if samples are from NY ☐ NIOSH 7400 ☐ w/ OSHA 8hr. TWA PLM - Bulk (reporting limit) ☐ PLM EPA 600/R-93/116 (<1%) ☐ PLM EPA NOB (<1%) Point Count ☐ 400 (<0.25%) ☐ 1000 (<0.1%) Point Count w/Gravimetric ☐ 400 (<0.25%) ☐ 1000 (<0.1%) ☒ NYS 198.1 (friable in NY) ☒ NYS 198.6 NOB (non-friable-NY) ☐ NYS 198.8 SOF-V ☐ NIOSH 9002 (<1%)		TEM - Air ☐ 4-4.5hr TAT (AHERA only) ☐ AHERA 40 CFR, Part 763 ☐ NIOSH 7402 ☐ EPA Level II ☐ ISO 10312 TEM - Bulk ☒ TEM EPA NOB ☒ NYS NOB 198.4 (non-friable-NY) ☐ Chatfield SOP ☐ TEM Mass Analysis-EPA 600 sec. 2.5 TEM - Water: EPA 100.2 Fibers >10µm ☐ Waste ☐ Drinking All Fiber Sizes ☐ Waste ☐ Drinking	
TEM - Dust ☐ Microvac - ASTM D 5755 ☐ Wipe - ASTM D6480 ☐ Carpet Sonication (EPA 600/J-93/167) Soil/Rock/Vermiculite* ☐ PLM CARB 435 - A (0.25% sensitivity) ☐ PLM CARB 435 - B (0.1% sensitivity) ☐ TEM CARB 435 - B (0.1% sensitivity) ☐ TEM CARB 435 - C (0.01% sensitivity) ☐ TEM Qual. via Filtration Technique ☐ TEM Qual. via Drop-Mount Technique *Can not accept New York State Loose Fill Vermiculite Samples Other: ☐			
☒ Check For Positive Stop - Clearly Identify Homogenous Group		Filter Pore Size (Air Samples): ☐ 0.8µm ☐ 0.45µm	
Samplers Name: Brian Aylward		Samplers Signature:	
Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
413563-47-104E-1	2x2 Ceiling Tiles - White	HA-1	12/9/25
413563-47-104E-2	2x2 Ceiling Tiles - White	HA-1	12/9/25
413563-47-104E-3	Vinyl Base Adhesive - Grey	HA-2	12/9/25
413563-47-104E-4	Vinyl Base Adhesive - Grey	HA-2	12/9/25
413563-47-104E-5	Window Glazing - Grey	HA-3	12/9/25
413563-47-104E-6	Window Glazing - Grey	HA-3	12/9/25
413563-47-104E-7	Window Caulk - Grey	HA-4	12/9/25
Client Sample # (s): 413563-47-104E-1 - 413563-47-104E-8		Total # of Samples: 8	
Relinquished (Client): Brian Aylward		Date: 12/9/25	Time: 0900
Received (Lab):		Date:	Time:
Comments/Special Instructions:			

RECEIVED
DEC 9 2025

BY: 11:18am
Fedex



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A: Page 1 of _____ pages

EN

:ody

Only):

EMSL ANALYTICAL, INC.
490 ROWLEY ROAD
DEPEW, NY 14043
PHONE: (716) 651-0030
FAX: (716) 651-0394

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

[illegible]

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DEC 09 2025

BY:

11:18am
Felix



EMSL Analytical, Inc.

490 Rowley Road Depew, NY 14043
Tel/Fax: (716) 651-0030 / (716) 651-0394
<http://www.EMSL.com> / buffalolab@emsl.com

EMSL Order: 142505396
Customer ID: BING50
Customer PO: 6000060
Project ID:

Attention: Brian Aylward
Binghamton University
Vestal Parkway East
P.O. Box 6000 / Physical Facilities
Binghamton, NY 13902

Project: N.A.R. Collegiate Center Work Order 413563

Phone: (607) 777-2224
Fax: (607) 777-2340
Received Date: 12/10/2025 11:18 AM
Analysis Date: 12/11/2025
Collected Date: 12/09/2025

Test Report: Asbestos Analysis of Non-Friable Organically Bound Materials by PLM via the NY State ELAP 198.6 Method

Sample ID	Description	Appearance	Matrix Material	% Non-Asbestos Fibers	% Asbestos Types
413563-47-104E-1 142505396-0001	2x2 Ceiling Tiles - White	White Non-Fibrous Homogeneous	100% Other	None	Inconclusive: No Asbestos Detected
HA: HA-1					
413563-47-104E-2 142505396-0002	2x2 Ceiling Tiles - White	White Non-Fibrous Homogeneous	100% Other	None	Inconclusive: No Asbestos Detected
HA: HA-1					
413563-47-104E-3 142505396-0003	Vinyl Base Adhesive - Grey	Gray Non-Fibrous Homogeneous	100% Other	None	Inconclusive: No Asbestos Detected
HA: HA-2					
413563-47-104E-4 142505396-0004	Vinyl Base Adhesive - Grey	Gray Non-Fibrous Homogeneous	100% Other	None	Inconclusive: No Asbestos Detected
HA: HA-2					
413563-47-104E-5 142505396-0005	Window Glazing - Grey	Gray Non-Fibrous Homogeneous	95.8% Other	None	4.2% Chrysotile 4.2% Total
HA: HA-3					
413563-47-104E-6 142505396-0006	Window Glazing - Grey				Positive Stop (Not Analyzed)
HA: HA-3					
413563-47-104E-7 142505396-0007	Window Caulk - Grey	Gray Non-Fibrous Homogeneous	100% Other	None	Inconclusive: No Asbestos Detected
HA: HA-4					
413563-47-104E-8 142505396-0008	Window Caulk - Grey	Gray Non-Fibrous Homogeneous	100% Other	None	Inconclusive: No Asbestos Detected
HA: HA-4					

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. Polarized Light Microscopy (PLM) is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing. Inconclusive is defined as none detected or trace asbestos at 1% or less. All samples have been examined for the presence of vermiculite. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Depew, NY NYS ELAP 11606, NVLAP Lab Code 200056-0



EMSL Analytical, Inc.

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Customer ID: BING50

Customer PO: 6000060

Project ID:

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Binghamton, NY 13902

Project: N.A.R. Collegiate Center Work Order 413563

Phone: (607) 777-2224

Fax: (607) 777-2340

Received Date: 12/10/2025 11:18 AM

Analysis Date: 12/11/2025

Collected Date: 12/09/2025

Test Report: Asbestos Analysis of Non-Friable Organically Bound Materials by PLM via the NY State ELAP 198.6 Method

Sample ID	Description	Appearance	Matrix Material	% Non-Asbestos Fibers	% Asbestos Types

Analyst(s)

Jessica Kroczyński (7)

Rhonda McGee, Laboratory Manager
or other approved signatory

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Phone: (607) 777-2224
Fax: (607) 777-2340
Received Date: 12/10/2025 11:18 AM
Analysis Date: 12/11/2025
Collected Date: 12/09/2025

Test Report: Asbestos Analysis of Non-Friable Organically Bound Materials by Transmission Electron Microscopy via NYS ELAP Method 198.4

Sample ID	Description	Appearance	Matrix Material	% Non-Asbestos Fibers	% Asbestos Types	% Total Asbestos
413563-47-104E-1 142505396-0001	2x2 Ceiling Tiles - White	White Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	None Detected
HA: HA-1						
413563-47-104E-2 142505396-0002	2x2 Ceiling Tiles - White	White Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	None Detected
HA: HA-1						
413563-47-104E-3 142505396-0003	Vinyl Base Adhesive - Grey	Gray Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	None Detected
HA: HA-2						
413563-47-104E-4 142505396-0004	Vinyl Base Adhesive - Grey	Gray Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	None Detected
HA: HA-2						
413563-47-104E-5 142505396-0005	Window Glazing - Grey					
HA: HA-3 Not Analyzed						
413563-47-104E-6 142505396-0006	Window Glazing - Grey					
HA: HA-3 Not Analyzed						
413563-47-104E-7 142505396-0007	Window Caulk - Grey	Gray Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	None Detected
HA: HA-4						
413563-47-104E-8 142505396-0008	Window Caulk - Grey	Gray Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	None Detected
HA: HA-4						

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Initial report from: 12/11/2025 11:35 AM



EMSL Analytical, Inc.

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<http://www.EMSL.com> / buffalolab@emsl.com

EMSL Order: 142505396
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Received Date: 12/10/2025 11:18 AM
Analysis Date: 12/11/2025
Collected Date: 12/09/2025

Test Report: Asbestos Analysis of Non-Friable Organically Bound Materials by Transmission Electron Microscopy via NYS ELAP Method 198.4

Sample ID	Description	Appearance	Matrix Material	% Non-Asbestos Fibers	% Asbestos Types	% Total Asbestos

Analyst(s)

Tom Hanes (6)

Rhonda McGee

Rhonda McGee, Laboratory Manager
or other Approved Signatory

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Initial report from: 12/11/2025 11:35 AM

EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRAINING

Asbestos Chain of Custody

EMSL Order Number (Lab Use Only):

142600096

EMSL ANALYTICAL
490 ROWLEY ROAD
DEPEW, NY 14043

PHONE: (716)651-0030

FAX:

Company Name : Binghamton University		EMSL Customer ID: BING50	
Street: Vestal Parkway East		City: Binghamton	State/Province: NY
Zip/Postal Code: 13902	Country: US	Telephone #: 607-777-5434	Fax #: 607-777-2340
Report To (Name): Brian Aylward		Please Provide Results: ☐ Fax ☒ Email	
Email Address: Baylward@Binghamton.edu		Purchase Order: 6000060	
Project Name/Number: N.A.R. Collegiate Center Work Order 415363		EMSL Project ID (Internal Use Only):	
U.S. State Samples Taken: NY		CT Samples: ☐ Commercial/Taxable ☐ Residential/Tax Exempt	
EMSL-Bill to: ☒ Same ☐ Different - If Bill to is Different note instructions in Comments** Third Party Billing requires written authorization from third party			
Turnaround Time (TAT) Options* - Please Check			
☐ 3 Hour ☐ 6 Hour ☒ 24 Hour ☐ 48 Hour ☐ 72 Hour ☐ 96 Hour ☐ 1 Week ☐ 2 Week			
*For TEM Air 3 hr through 6 hr, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.			
PCM - Air ☐ Check if samples are from NY ☐ NIOSH 7400 ☐ w/ OSHA 8hr. TWA PLM - Bulk (reporting limit) ☐ PLM EPA 600/R-93/116 (<1%) ☐ PLM EPA NOB (<1%) Point Count ☐ 400 (<0.25%) ☐ 1000 (<0.1%) Point Count w/Gravimetric ☐ 400 (<0.25%) ☐ 1000 (<0.1%) ☒ NYS 198.1 (friable in NY) ☒ NYS 198.6 NOB (non-friable-NY) ☐ NYS 198.8 SOF-V ☐ NIOSH 9002 (<1%)		TEM - Air ☐ 4-4.5hr TAT (AHERA only) ☐ AHERA 40 CFR, Part 763 ☐ NIOSH 7402 ☐ EPA Level II ☐ ISO 10312 TEM - Bulk ☒ TEM EPA NOB ☒ NYS NOB 198.4 (non-friable-NY) ☐ Chatfield SOP ☐ TEM Mass Analysis-EPA 600 sec. 2.5 TEM - Water: EPA 100.2 Fibers >10µm ☐ Waste ☐ Drinking All Fiber Sizes ☐ Waste ☐ Drinking	
		TEM- Dust ☐ Microvac - ASTM D 5755 ☐ Wipe - ASTM D6480 ☐ Carpet Sonication (EPA 600/J-93/167) Soil/Rock/Vermiculite* ☐ PLM CARB 435 - A (0.25% sensitivity) ☐ PLM CARB 435 - B (0.1% sensitivity) ☐ TEM CARB 435 - B (0.1% sensitivity) ☐ TEM CARB 435 - C (0.01% sensitivity) ☐ TEM Qual. via Filtration Technique ☐ TEM Qual. via Drop-Mount Technique *Can not accept New York State Loose Fill Vermiculite Samples Other: ☐	
☒ Check For Positive Stop - Clearly Identify Homogenous Group		Filter Pore Size (Air Samples): ☐ 0.8µm ☐ 0.45µm	
Samplers Name: Brian Aylward		Samplers Signature:	
Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
415363-47-G05-9	Sheetrock Wall - White	HA- 01	1/9/26
415363-47-G05-10	Sheetrock Wall - White	HA -01	1/9/26
415363-47-G05-11	Joint Compound - White	HA -02	1/9/26
415363-47-G05-12	Joint Compound - White	HA -02	1/9/26
Client Sample # (s): 415363-47-G05-9 - 415363-47-G05-12		Total # of Samples: 4	
Relinquished (Client): Brian Aylward		Date: 1/9/26	Time: 0900
Received (Lab):		Date:	Time:
Comments/Special Instructions:			

BY:

8:50am
FedEx



EMSL Analytical, Inc.

490 Rowley Road Depew, NY 14043

Phone/Fax: (716) 651-0030 / (716) 651-0394

<http://www.EMSL.com> / buffalolab@emsl.com

EMSL Order: 142600096

Customer ID: BING50

Customer PO: 6000060

Project ID:

Attention: Brian Aylward
Binghamton University
Vestal Parkway East
P.O. Box 6000 / Physical Facilities
Binghamton, NY 13902

Project: N.A.R. Collegiate Center Work Order 415363

Phone: (607) 777-2224

Fax: (607) 777-2340

Received: 01/12/2026 8:50 AM

Analysis Date: 01/12/2026

Collected: 01/09/2026

Test Report: Asbestos Analysis of Bulk Materials by PLM via the NY State ELAP 198.1

Method

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
415363-47-G05-9 142600096-0001	Sheetrock Wall - White	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: HA-01		
415363-47-G05-10 142600096-0002	Sheetrock Wall - White	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: HA-01		
415363-47-G05-11 142600096-0003	Joint Compound - White	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: HA-02		
415363-47-G05-12 142600096-0004	Joint Compound - White	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: HA-02		

Analyst(s)

Dainaira Goldthwait (4)

Rhonda McGee, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request. All samples are examined for the presence of vermiculite.

Samples analyzed by EMSL Analytical, Inc. Depew, NY NYS ELAP 11606, NVLAP Lab Code 200056-0

Initial report from: 01/12/2026 17:18:00

APPENDIX B

BU Approved Campus Variance & SUCF Documents

May 17, 2022

Mr. Edward Smith, PE – Senior Safety and Health Engineer
State of New York - Department of Labor
Division of Safety and Health, Engineering Services Unit
State Office Building Campus, Building 12 – Room 154
Albany, NY 12240

APPROVED
May 17, 2022
New York State Dept. of Labor
Engineering Service Unit
Mark J. Wykes, P.E.

RE: **Variance Reopening and Amendment Request**
Binghamton University Campus-Wide Variance File No. 20-0547 dated May 18, 2020

Dear Mr. Smith:

The following request for reopening and amendment is associated with the “approved” Binghamton University Campus-Wide Variance File No. 20-0547 which addresses relief from the following items during the performance of Asbestos Abatement work at the Binghamton University Campus located at 4400 Vestal Parkway in Binghamton, New York:

- 1) Exhausting Negative Air to Building Interiors when no exterior opening/path is available.
- 2) Addressing Small-Project Incidental Disturbances.
- 3) Removal of Door Slabs with Asbestos Containing Core Material.
- 4) Coring/Drilling Operations Through and/or into Asbestos Containing Materials.
- 5) Intact removal of Transite Lab-tops, Table Tops and Transite-lined Fume Hoods.

The Variance was “approved/granted” on May 18th, 2020 and included a termination date of May 31st, 2022. As per the information presented in the “Guidance Document on amended Industrial Code Rule 56” (version 2.0, released 1/30/09) under Q/A # 337 on page 86 of 88:

“A one-time variance extension is allowed for up to ½ the original time period of the variance (i.e. a two year variance could be extended for up to an additional 1 year)”

Based on the above, we are requesting that the termination date for the Binghamton University Campus-Wide Variance File No. 20-0547 be extended for ½ of the original 2-year time period, for a revised termination date of May 31st, 2023. If you have any questions regarding the above items or require any additional information, please feel free to contact me at 607-231-6674. We appreciate your assistance with this and look forward to your response.

Variance Shall Expire May 31, 2023

Respectfully,
DELTA ENGINEERS, ARCHITECTS, & SURVEYORS



Stephen Prislupsky,
Director of Environmental Services
Project Designer 90-10891

STATE OF NEW YORK
DEPARTMENT OF LABOR
STATE OFFICE BUILDING CAMPUS
ALBANY, NEW YORK 12240-0100

Variance Petition

of

Delta Engineers, Architects & Land Surveyors, PC
Petitioner's Agent

On Behalf of

Binghamton University Campus
Petitioner

in re

Premises: Binghamton University Campus
Binghamton, NY 13902

**Interior Negative Pressure Unit Exhausting,
Small Incidental Disturbance Cleanups,
Coring Drilling Operations, Fire Door
Removals, and Intact Transite Lab/Table Top
and Fume Hood Removals**

File No. 20-0547

FACILITY WIDE
DECISION

Cases 1-39

ICR 56

The Petitioner, pursuant to Section 30 of the Labor Law, having filed Petition No. 20-0547 on May14, 2020 with the Commissioner of Labor for a variance from the provisions of Industrial Code Rule 56 as hereinafter cited on the grounds that there are practical difficulties or unnecessary hardship in carrying out the provisions of said Rule; and the Commissioner of Labor having reviewed the submission of the petitioner dated May 14, 2020; and

Upon considering the merits of the alleged practical difficulties or unnecessary hardship and upon the record herein, the Commissioner of Labor does hereby take the following actions:

Exhausting Negative Pressure Units

Case No. 1	ICR 56-7.8(a)(11)

Small Incidental Disturbance Incidents

Case No. 2	ICR 56-11.2(f)
Case No. 3	ICR 56-11.2(f)(4)

Core/Drill Operations

Case No. 4	ICR 56-6
Case No. 5	ICR 56-7.1
Case No. 6	ICR 56-7.2(o)
Case No. 7	ICR 56-7.5
Case No. 8	ICR 56-7.8
Case No. 9	ICR 56-7.11(a)(b)(c)(e)(f)
Case No. 10	ICR 56-8.1
Case No. 11	ICR 56-8.2(b)
Case No. 12	ICR 56-9.2
Case No. 13	ICR 56-9.2(d)

Fire Door Removals

Case No. 14	ICR 56-7.1
Case No. 15	ICR 56-7.5
Case No. 16	ICR 56-7.8
Case No. 17	ICR 56-7.11(a)(b)(c)(e)(f)
Case No. 18	ICR 56-8.1
Case No. 19	ICR 56-8.2(b)
Case No. 20	ICR 56-9.2
Case No. 21	ICR 56-9.2(d)

Transite Lab/Table Tops and Fume Hood Removals

Case No. 22	ICR 56-6
Case No. 23	ICR 56-7.1
Case No. 24	ICR 56-7.5
Case No. 25	ICR 56-7.8
Case No. 26	ICR 56-7.11(a)(b)(c)(e)(f)
Case No. 27	ICR 56-8.1
Case No. 28	ICR 56-8.2(b)
Case No. 29	ICR 56-9.2
Case No. 30	ICR 56-9.2(d)

VARIANCE GRANTED. The Petitioner's proposal is for interior negative pressure exhaust, incidental disturbance cleanups, coring/drilling operations, the removals of fire doors and transite lab/table tops and transite lined fume hoods at the subject premises in accordance with the attached 17-page stamped copy of the Petitioner's submittal, is accepted; subject to the Conditions noted below:

THE CONDITIONS

Building and Fire Code Requirements

1. All other Codes shall apply, including but not limited to, "The New York State Uniform Fire Prevention and Building Code" or its successor. Following is a partial list of items required by other codes as they pertain to asbestos projects:
 - a. Accessible Means of Egress from all work areas shall be installed, marked inside and out, and shall be maintained throughout the asbestos project, as per all pertinent federal state and local regulations. In general, means of egress is a continuous and unobstructed path of vertical and horizontal egress travel from any occupied portion of a building or structure to a public way. A means of egress consisted of three separate and distinct parts: the exit access, the exit and the exit discharge.
 - b. If building is occupied, no alterations allowed to existing means of egress including exit signage and illumination. Means of egress must be maintained for the duration of the asbestos project.
 - c. For unoccupied buildings undergoing construction or preparation for demolition, that are greater than fifty (50) feet in height, or four or more stories, at least one lighted stairway with adequate exit signage including directionality, shall be provided and maintained for the duration of the asbestos project.
 - d. Maintain existing fire protection systems at building throughout asbestos project as per New York State Uniform Fire Prevention and Building Code requirements, and any local regulations. No person shall remove or modify any fire protection system installed or maintained under the provisions of the New York State Uniform Fire Prevention and Building Code without approval by the code enforcement official.
 - e. Pre-demolition asbestos projects at vacant buildings with an existing standpipe, must have such standpipe maintained in an operational condition to one floor below the asbestos project work.
 - f. A copy of the current pre-fire plan for the asbestos project shall be available on-site and a copy shall be provided to the Fire Chief

having jurisdiction at the site. Emergency evacuation route maps for each work area shall be posted at the attached decontamination system enclosures, the ground floor lobby or comparable location, and at all exits from each work area.

- g. If variation from The New York State Uniform Fire Prevention and Building Code or local regulations is required for fire or life safety issues relating to, or resulting from the asbestos project, all appropriate permits must be obtained using New York State registered design professionals as required by pertinent state or local agency. If a permit is not required for the variation, then written approval of the variation must be obtained from the pertinent agency and made part of the project record. This documentation must be available on-site for the duration of Phase II of the asbestos project. Copies of each approved variation to pertinent regulations shall be given to the Fire Chief having jurisdiction at the site, prior to implementation of the variation.

Fire Protection System Devices

2. All exposed fire protection system devices within the regulated abatement work area shall not be considered fixed objects subject to plasticization. The devices shall be wet-wiped and/or HEPA vacuumed during the cleaning portion of the asbestos project.

Exits

3. Exits from the regulated abatement work area shall be maintained or alternate exits shall be established and appropriately signed according to all applicable codes. Exits shall be inspected daily by the supervisor for blockage or impediments to exiting. Signs clearly indicating the direction of exits shall be maintained and prominently displayed within the work area. Exits from the work area shall not be obstructed with sheathing and shall be constructed using two (2) layers of at least six (6) mil fire-retardant plastic sheeting sealed airtight with duct tape. Utility knives shall be taped to the work area side of each exit once the exit has been established.

Project Monitor

4. A full time independent project monitor shall be on-site to observe the abatement contractor's work practices and to ensure that no visible emissions are generated during the removal and cleanup activities. If visible emissions are observed, work practices shall be altered according to the project monitor's recommendations.
5. The regulated work areas, decontamination units, airlocks, and dumpster areas shall be cordoned off at a distance of twenty-five feet (25') where possible, and shall remain vacated except for certified workers until the abatement project is complete. For areas where twenty-five feet isn't

possible, the areas shall be cordoned off as practical, and a daily abatement air sample shall be included within ten feet (10') of the barrier.

Exhausting to an Interior Space

6. Negative pressure ventilation units that cannot be exhausted to the outside of the building or structure shall be directed to an unoccupied, controllable location within the building.
7. This location shall be accessible for the placement of air monitoring equipment as required by the applicable sections of this code.
8. A controllable area shall be defined as an existing, vacant room or an area within a larger space isolated by barrier tape and warning signs. This location shall be adequately sized to accommodate the increase in positive pressure to the area.
9. All openings within 25 feet of the Negative air machine exhaust termination shall be sealed with two layers of fire retardant polyethylene.
10. Air monitoring shall be conducted at each tube when exhausting to an interior space. Banking of tubes for air monitoring is not permitted.
11. If elevated air samples are indicated, work shall stop immediately. The faulty negative air machine shall be taken out of service and repaired. A replacement machine shall be installed to maintain the required negative air pressure differential in the work area.
12. Elevated air samples results shall be submitted to the Commissioner as required by ICR 56-4.10 (a)
13. Then all surfaces within area where the faulty negative air machine is exhausting to shall be wet wiped and HEPA vacuumed. The Project Monitor shall conduct a visual inspection of the area prior to resumption of work.
14. A summary of the cleanup activities and negative air machine repairs shall be documented in the Supervisor's daily log.

Small Incidental Disturbance Incidents

15. As written with modifications noted.

HEPA-Exhausted Drilling/Saw Cutting Wall Spot Removals

16. Each affected room/area/space shall be vacated for the duration of preparation, drilling/saw cutting/penetration, and cleaning operations and shall be considered a restricted area. Each affected space shall not be reoccupied until receipt of satisfactory air results as detailed below.

17. A Nilfisk negative pressurized drill shield shall be used in combination with a suitable HEPA vacuum for all ACM drilling operations. ACM drilling shall proceed using manufacturer's recommended operating procedures. Wet methods (i.e. shaving cream, foam or other wet method) shall be used at the cut location.
18. All power tools used to disturb ACM shall be HEPA ventilated as per ICR 56-7.2(o).
19. The interior of the power tool dust shroud is the regulated abatement work area for each ACM spot removal location. However, the room/area/space where ACM drilling operations occur is considered to be a restricted area, limited to certified personnel and authorized visitors only, until the asbestos project is complete and satisfactory air results have been obtained. The restricted area shall be cordoned off and signage posted in accordance with Subpart 56-7.4(c) of ICR 56.
20. If a ceiling, floor or wall partition is to be penetrated through, then the opposite side of the ceiling, floor or wall partition shall be considered part of the restricted area. Negative pressure controls shall be used (i.e. negative pressure tent or negative pressure glove box) during penetration operations to prevent uncontrolled disturbance at the opposite side of the ceiling or wall penetration.
21. Beneath ladders/ scaffolds, ACM drilling/penetration operations, a two-layer drop cloth of 6-mil fire retardant plastic sheeting is required.
22. Carpeting shall be protected during ACM drilling/penetration operations, if needed.
23. In addition to the requirement of Subpart 56-4, air monitoring within each room/area/space restricted area shall be conducted daily. One daily abatement air sample shall be collected within ten (10) feet of the ACM drilling location(s) during removal and cleaning operations.
24. Daily abatement air monitoring is required only on days when abatement or support activities such as ACM disturbance or cleaning activities are performed.
25. All exposed edges of drill holes and sawed areas shall be encapsulated.
26. In lieu of post-abatement clearance air monitoring in compliance with ICR-56-9.2(d), the most recent daily abatement air samples collected during drilling and cleaning operations in the restricted area, shall be used for comparison with ICR 56-4.11 clearance criteria.

27. The contractor shall observe, at a minimum, a ten (10) minute waiting (settling/drying) period after removal and cleaning is complete at each location.
28. After removal and cleanings are complete and the work area surface is dry, the Project Monitor shall determine if the area is dry and free of visible asbestos debris.
29. Upon completion of a satisfactory visual inspection and obtaining air sample results that satisfy the clearance criteria, all remaining plastic sheeting and tape will be treated as contaminated material and properly disposed of as asbestos waste. Once all remaining work area preparation has been removed, the space may be reoccupied.

Fire Door Removals

30. A remote personal decontamination enclosure system that complies with 56-7.5(d) may be utilized. A waste decontamination enclosure system that fully complies with 56-7.5(f) shall be utilized.
31. The restricted area shall be considered to be the area/room/space from which the ACMs are actively being removed intact, and shall extend twenty-five (25) feet in all horizontal directions from the area of fire door removal. This restricted area shall remain vacated except for certified workers. This area will be posted with signs and barrier tape in accordance with NYCRR 56 and 29 CFR 1926.1101. For areas where twenty-five feet isn't possible, the areas shall be cordoned off as practical, and a daily abatement air sample shall be included in the vicinity of the barrier.
32. Background air sampling as per 56-6 is not required for these intact types of removals.
33. A pre-abatement waiting period as per 56-8.2(b) is not necessary for these intact types of removals.
34. Under areas where ACM fire doors are removed without tents, a dropcloth, made of six (6) mil fire retardant polyethylene sheeting, shall be placed on the ground below the work area to prevent spread of any ACM remnants.
35. All fire doors with ACM shall be removed intact without any disturbance to the ACM matrix during removal operations. If power tools are utilized to aid in unfastening the doors, the power tools shall be manufacturer equipped with HEPA-exhaust attachment, and shall be utilized as per manufacturer's instructions.
36. Fire doors shall be wrapped in two layers of 6 mil, fire retardant plastic sheeting and secured air tight prior to removal from the door frame.

37. Prior to wrapping a door, a third party Project Monitor shall inspect the door for damages or potential damage which may result in a disturbance. If damages are noted, work shall be stopped and temporary protection such as sealing the damaged area with duct tape will be done immediately.
38. Asbestos containing materials will not be allowed to accumulate on the drop cloth.
39. Refer to 56-9.1(e) for cleaning requirements. No waiting period as per 56-9.1 (f) is required.
40. Daily abatement air monitoring is required only on days when abatement or support activities such as work area preparation, fire door removal or cleaning activities are performed. One sample shall be collected within ten feet of the barrier. The second sample shall be taken inside the regulated work area. Both air samples shall be collected during all work area preparation, ACM removal and cleanup phases of the intact removal project.
41. In lieu of post-abatement clearance air monitoring in compliance with 56-9.2(d), the most recent daily abatement air samples collected shall be used for comparison with 56-4.11 clearance criteria.
42. After removal and cleanings are complete, an authorized and certified Project Monitor, independent of the Abatement Contractor, shall determine if the area is dry and free of visible asbestos debris as per 56-9.1(d) (1). If the area is determined to be acceptable and the most recent daily abatement air sample results meet 56-4.11 clearance criteria, the final dismantling of the site may begin.

Transite Lab/Table Tops and Fume Hood Removal

43. Interior ACM intact component removals can either be removed within tents or removed as part of a larger work area. Removals without tents will require plasticizing or sealing of nearby windows, placement of dropcloths and other operational safeguards as outlined below.
44. The restricted area shall be considered to be the area/room/space from which the ACMs are actively being removed intact, and shall extend twenty-five feet in all horizontal directions from the area of active component removal. This restricted area shall remain vacated except for certified workers until satisfactory clearance air monitoring results have been achieved. This area will be posted with signs and barrier tape in accordance with NYCRR 56 and 29 CFR 1926.1101.
45. At all penetrations and openings to the restricted area surfaces, critical barriers shall be installed in conformance to Subpart 56-7.11(a). All openings (critical barriers) shall be covered with two (2) two layers of (6) six-mil fire retardant polyethylene or for around pipes or similar openings an expandable foam or other sealant may be used

46. Background air sampling is not required for these intact types of removals.
47. A pre-abatement waiting period as per 56-8.2(b) is not necessary for these intact types of removals.
48. (Applies if tents are not used.) Under areas where ACM is removed without tents, a dropcloth, made of six (6) mil fire retardant polyethylene sheeting, shall be placed on the ground below the work area to prevent spread of any ACM remnants.
49. All components with ACM shall be removed intact without any disturbance to the ACM matrix during removal operations. If power tools are utilized to aid in unfastening components, the power tools shall be manufacturer equipped with HEPA-exhaust attachment, and shall be utilized as per manufacturer's instructions.
50. Materials removed shall be containerized or immediately wrapped in two layers of 6 mil, fire retardant plastic sheeting and secured air tight prior to transport to the waste decontamination facility.
51. Asbestos containing materials will not be allowed to accumulate on the drop cloth.
52. Refer to 56-9.1(e) for cleaning requirements.
53. Daily abatement air sampling is required only on days when abatement or support activities such as ACM disturbance or cleaning activities are performed. Inside work area air samples shall be collected during abatement and cleaning activities to supplement the ICR 56 required daily abatement air sampling. The number of inside work area air samples shall be dependent on the amount of ACM to be abated within the work area (1 – minor, 3 – small, 5- large), and the air samples shall be distributed throughout the work area.
54. In lieu of post-abatement clearance air monitoring in compliance with 56-9.2(d), the most recent daily abatement air samples (both inside and outside work area samples) collected during removal and cleaning operations in the regulated abatement work area, shall be used for comparison with 56-4.11 clearance criteria.
55. After removal and cleanings are complete, an authorized and certified Project Monitor, independent of the Abatement Contractor, shall determine if the area is dry and free of visible asbestos debris as per 56-9.1(d)(1). If the area is determined to be acceptable and the most recent daily abatement air sample results meet 56-4.11 clearance criteria, the final dismantling of the site may begin.

56. Upon completion of the ACM intact component removal, all remaining waste materials shall be removed within each work area and the critical barrier caulk, tape and/or interior plastic sheeting, shall be containerized or immediately wrapped in two layers of 6 mil, fire retardant plastic sheeting or bagged and secured air tight prior to transport to the waste decontamination facility.

Intact Elevator Door Removal

57. A remote personal decontamination enclosure system that complies with 56-7.5(d) may be utilized. A waste decontamination enclosure system that fully complies with 56-7.5(f) shall be utilized.
58. The restricted area shall be considered to be the area/room/space from which the doors are being removed intact and shall extend twenty-five (25) feet in all horizontal directions from the area of door removal. This restricted area shall remain vacated except for certified workers. This area will be posted with signs and barrier tape in accordance with NYCRR 56 and 29 CFR 1926.1101.
59. Background air sampling as per 56-6 is not required for these intact types of removals.
60. A pre-abatement waiting period as per 56-8.2(b) is not necessary for these intact types of removals.
61. At a minimum, the Elevator Technician removing the elevator doors must be OSHA Asbestos Awareness trained.
62. The Project Monitor shall be present during removals to verify that no ACM is disturbed. If ACM is disturbed, work shall immediately be stopped. Abatement shall proceed in accordance with ICR 56 requirements.
63. Under areas where ACM fire and elevator doors are removed without tents, a dropcloth, made of six (6) mil fire retardant polyethylene sheeting, shall be placed on the ground below the work area to prevent spread of any ACM remnants.
64. Prior to removing/wrapping a door, a third-party Project Monitor shall inspect the door for damages or potential damage which may result in a disturbance. If damages are noted, work shall be stopped and temporary protection such as sealing the damaged area with duct tape will be done immediately.
65. Doors shall be wrapped in two layers of 6 mil, fire retardant plastic sheeting and secured air tight prior to removal from the door frame.
66. All elevator doors with ACM shall be removed intact without any disturbance to the ACM matrix during removal operations. If power tools are utilized to

aid in unfastening the doors, the power tools shall be manufacturer equipped with HEPA-exhaust attachment and shall be utilized as per manufacturer's instructions.

67. Asbestos containing materials will not be allowed to accumulate on the drop cloth.
68. Refer to 56-9.1(e) for cleaning requirements. No waiting period as per 56-9.1 (f) is required.
69. Daily abatement air monitoring is required only on days when abatement or support activities such as work area preparation, door removal or cleaning activities are performed. One sample shall be collected within ten feet of the barrier. The second sample shall be taken inside the regulated work area. Both air samples shall be collected during all work area preparation, ACM removal and cleanup phases of the intact removal project.
70. In lieu of post-abatement clearance air monitoring in compliance with 56-9.2(d), the most recent daily abatement air samples collected shall be used for comparison with 56-4.11 clearance criteria.
71. After removal and cleanings are complete, an authorized and certified Project Monitor, independent of the Abatement Contractor, shall determine if the area is dry and free of visible asbestos debris as per 56-9.1(d) (1). If the area is determined to be acceptable and the most recent daily abatement air sample results meet 56-4.11 clearance criteria, the final dismantling of the site may begin.
36. Usage of this variance is limited to those asbestos removals identified in this variance or as outlined in the Petitioner's proposal.

In addition to the conditions required by the above specific variances, the Petitioner shall also comply with the following general conditions:

GENERAL CONDITIONS

1. A copy of this DECISION and the Petitioner's proposals shall be conspicuously displayed at the entrance to the personal decontamination enclosure.
2. This DECISION shall apply only to the removal of asbestos-containing materials from the aforementioned areas of the subject premises.
3. The Petitioner shall comply with all other applicable provisions of Industrial Code Rule 56-1 through 56-12.
4. The NYS Department of Labor Engineering Service Unit retains full authority to interpret this variance for compliance herewith and for compliance with Labor Law Article 30. Any deviation to the conditions leading to this variance

shall render this variance Null and Void pursuant to 12NYCRR 56-12.2. Any questions regarding the conditions supporting the need for this variance and/or regarding compliance hereto must be directed to the Engineering Services Unit for clarification.

5. This DECISION shall terminate on **May 31, 2022.**

Date: May 18, 2020

By

ROBERTA L. REARDON
COMMISSIONER OF LABOR

Edward A. Smith

Edward A. Smith, P.E.
Professional Engineer 2 (Industrial)

PREPARED BY: Mark G. Wykes, P.E.
Professional Engineer 1(Industrial)

REVIEWED BY: Edward A. Smith, P.E.
Professional Engineer 2 (Industrial)

TRANSMITTAL:

May 14, 2020

SEND TO:

Name:
Company: NYS Department of Labor
Division of Safety & Health
Engineering Services Unit
Address: Building 12, Room 159
State Office Campus
Albany, NY 12240

PROJECT INFORMATION:

Delta Project No: 2014.417.054
Client Project No:

Project Name: Binghamton University Binghamton,
NY Campus - Multi-Site Facility
(Campus) Wide Variance Site Specific
Variance Petition

Re: Proposed relief/work practices for
addressing NPU Exhaust, Small-Project
Incidental Disturbances, minor localized
coring/drilling operations, fire door/
elevator door removals and intact
transite component removals

ENCLOSED:

- ☐ Reports
- ☐ Plans
- ☐ Shop Drawings
- ☐ Design Computations
- ☐ Design Summary
- ☐ Specifications
- ☐ Estimate
- ☐ Submittals
- ☒ Other – Variance Petition

SUBMITTED FOR:

- ☐ Your Use
- ☒ Review and Approval

SENT VIA:

- ☐ UPS Acct. No.
- ☒ Fed Ex Acct. No.
- ☐ Regular Mail
- ☐ Certified Mail
- ☐ Other

ITEM NO.

QUANTITY

DESCRIPTION

1	1	Variance Application
2	1	\$350.00 Check for Application Fee

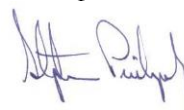
Comments:

This petition was emailed electronically on 5/14/2020. Please feel free to contact me at 607-231-6674 (cell: 607-343-3201) if you have any questions or require any additional information.

Thank You,

CC: File

From: Stephen Prislupsky



Director of Environmental Services

PLEASE NOTIFY US AT ONCE IF CONTENTS ARE NOT AS STATED ABOVE



New York State Department of Labor
Division of Safety and Health - Engineering Services Unit
Building 12 , Room 159
State Office Campus
Albany, N.Y. 12240

PETITION FOR AN ASBESTOS VARIANCE

To apply for an asbestos variance the Project Designer must:

- Complete all of the information on pages one and two of this asbestos variance request. Please type or print.
- Sign and date page two of the certification and all of the attachments.
- Send two copies of the petition and all attachments, with your \$350 fee, to the address at the top of this page.
 - Make your check or money order payable to the Commissioner of Labor
- Optional: To speed up the process you may include a self-addressed, stamped, express-mail envelope.

1a. Is this petition related to a safety or health emergency? _____ Yes ☒ No

b. If yes, explain: _____

2a. Name of Petitioner, (Property Owner): Binghamton University (Lyne Roglieri)

b. Street Address: 4400 Vestal Parkway East

c. City: Binghamton

d. State: NY e. Zip: 13902

f. Telephone Number: 607-777-7075 g. Fax Number: 607-777-2340

h. Petitioner's Federal Employee Identification Number (FEIN) _____

3a. Petitioner's Agent (Asbestos Contractor) Firm Name: Delta Engineers Architects & Land Surveyors DPC.

b. Street Address: 860 Hooper Road

c. City: Endwell

d. State: NY e. Zip: 13760

f. Telephone Number: (607) 231-6600 g. Fax Number: (607) 231-6640

4a Asbestos Contractor License No. 29322 b. Name of Firm: Delta Engineers, Architects & LS, DPC.

5. Building Description:

a. Affecting premises known as: Binghamton University Campus

b. These premises are situated on the _____ North, ☒ South, _____ East, _____ West side of X Street, _____ Ave. _____ Road.

c. County of Broome

d. Street Address: 4400 Vestal Parkway East

e. City: Binghamton d. State: NY e. Zip: 13902

h. Is building occupied? ☒ Yes* _____ No * - Work areas will be unoccupied during abatement work

i. Current function of building: Various Buildings functioning as classrooms, offices, research/labs, etc.

j. Approximate area (square feet) of building: N/A k. Number of stories or height in feet: N/A

l. What is within 25 feet of all four sides (North, South, East, West) of building? i.e. sidewalk, alley, land, another building, etc.: N/A – Campus-Wide Variance Petition

6. Order To Comply or Notice of Violation. Attach copy.

a. Issued to: _____ Owner _____ Asbestos Contractor _____ Operator _____ Other

b. Name on Order or Notice: _____ c. Date issued: _____ / _____ / _____

d. List the Industrial Code Rule (ICR) citations given on the Order to Comply or Notice of Violation: _____

7. If a variance has been granted previously for work closely resembling this project list:

a. Variance number: <u>17-0716, Previous BU Campus-Wide Variance</u>	b. Date variance granted: <u>06 / 17 / 2017</u>
c. Variance number: <u>20-0068, Cornell Campus-Wide Variance</u>	d. Date variance granted: <u>02 / 03 / 2020</u>
e. Variance number: <u>18-0193, Colgate Campus-Wide Variance</u>	f. Date variance granted: <u>02 / 18 / 2018</u>

Note: Add a separate typed or printed page for each work area and work procedure. Sign and date each page.

8. Work Area Description table: Attach additional tables and scale drawings of work area and pictures, as needed.

Work Area Designation	Exterior Or Interior	Work/Room Area Dimensions	Type of Asbestos Containing Material (ACM)	Quantity of ACM	Condition of ACM (level of Damage)	Friability of ACM (non-friable or friable)	Type of Containment (full, 2-layer tent, single Layer tent, open-air, etc.)
NPU Exhaust Relief	Interior	Various Buildings Campus Wide	Varies	Small & Large size Projects	Varies	Friable & Non-Friable Materials	For use with any type Negative Pressure Enclosure
Small Project Incidental Disturbance Clean-ups	Interior and Exterior	Various Buildings Campus Wide	Varies	Small Size Projects Only	Incidental Disturbance	Friable & Non-Friable Materials	Critical Barriers & Negative Pressure with Attached (Friable) and Remote (NOB) Personal Decon Enclosure
Fire Door Removals	Interior	Various Buildings Campus Wide	Sealed Fire Door Core	Small Project per door location	Intact/sealed	Friable	Interior restricted Regulated Work Area via Barrier Tape & Drop Cloth
localized coring/ drilling operations	Interior	Various Buildings Campus Wide	Varies	Minor Impact (1/2" to 1-1/2" dia.) at each Drill/Core Location	Intact	Friable & Non-Friable Materials	Glovebag, Drill w/ Manufacturer equipped HEPA Drill shield and HEPA filtered Local Exhaust Ventilation
Transite Lab-tops/Transite-lined fume hoods	Interior	Various Buildings Campus Wide	Intact Transite	Small & Large size Projects	Intact	Non-Friable	Interior restricted Regulated Work Area via Barrier Tape & Drop Cloth

9. **ICR 56 Relief Sought:** List the individual sections of ICR 56 for which relief is sought, for each work area or method used. Provide sufficient detail in an attachment. See Attachment A

10. **Hardship Description:** What is the hardship, (e.g. Limited room for decons, exhaust ducts must be longer than 25 feet, all Surfaces are contaminated and cannot be plasticized) for each work area or method used? Provide sufficient detail in an attachment. Include condemnation letter or EPA Approval letter if applicable. See Attachment A

11. **Proposed Abatement Method Description for each work area or method used.** Include scale drawings and pictures as necessary. Lack of sufficient detail will delay issuance of variance decision.

a. Will proposed abatement methods render non-friable ACM material friable? Yes X No

b. What proposed abatement method, increased engineering controls and detailed procedures will be used to compensate for the relief being sought? (i.e. Increased negative air rate, negative pressure glovebag, negative pressure glovebox, high temperature glovebag, intact component removal, etc.) Include sufficiently detailed procedures to complete the proposed work. See Att. B

Project Designer Certification

I request that the Commissioner of Labor issue a variance from the requirements of Industrial Code Rule (ICR) 56. This request is based on the information in this application and the attached documents.

I certify that the information contained in this petition is true and accurate.

I understand that if a variance is granted it may be withdrawn by the Commissioner:

- If any of the information provided in this petition is found to be inaccurate or
- If there are violations of Article 30 of the New York State labor Law or New York State regulations.

I give the Commissioner of Labor permission to provide all of my companies records for Unemployment Insurance (U.I.) reports and contributions to employees of the New York State Department of Labor. This includes information about withholding, wage reporting, U.I. returns, U.I. registration, New Hires, and all records of U.I. delinquencies. This information may only be used for government purposes regarding the licensing and certification of this company as required by Article 30 of the New York State labor Law and the regulations of the New York State Department of Labor, and for monitoring the company's compliance with Article 30 and ICR 56.

12a. Project designer name (print): Stephen Prislupsky

b. Project Design Asbestos Contractor firm name: Delta Engineers, Architects & Land Surveyors, DPC

c. Street: 860 Hooper Road

d. City: Endwell e. State NY f. Zip: 13760 g. Phone: (607) 231-6600

h. Design certificate number: 90-10891 i. Expiration Date: 11 / 30 / 2020

j. Design Firm Asbestos Contractor License Number 29322 k. Expiration Date: 09 / 30 / 2020

13a. Project designer signature: [Signature] b. Date: 05 / 14 / 2020

State of New York - Department of Labor
Division of Safety and Health
Engineering Services Unit
State Office Building Campus
Building 12 – Room 154
Albany, NY 12240

May 14, 2020

Re: **Petition for Multi-Site Facility (Campus) Wide Variance, Binghamton University Campus**

Relief sought for:

- 1) **Negative Pressure Equipment Exhaust Ventilation for Buildings with Inoperable Windows**
- 2) **Future “Small” Project Incidental Disturbance Clean-Up Episodes**
- 3) **Removal of Fire Doors with Asbestos Containing Cores**
- 4) **Localized “Minor” Coring/Drilling Operations into Asbestos Containing Materials**
- 5) **Intact Removal of Transite Lab-tops, Transite Table Tops and Transite-lined Fume Hoods**

ATTACHMENT A

Work Area Description, ICR 56 Relief Sought & Hardship Description

BACKGROUND INFORMATION

DELTA ENGINEERS, ARCHITECTS & SURVEYORS (Delta) has been hired by Binghamton University to prepare and submit a Petition for a Multi-Site Facility (Campus) Wide Variance associated with relief from the 12 NYCRR Part 56 related to; 1) Engineering Controls requirements for negative air pressure exhaust location provisions; 2) the clean-up of future “small project” incidental disturbances; 3) the removal of fire doors/elevator doors with asbestos containing core insulation; 4) localized “Minor” coring/drilling operations through asbestos containing wall and ceiling system materials, and; 5) “Intact” removal of Transite Lab-tops, Transite Table-tops & Transite-lined Fume Hoods. A Campus-Wide was previously approved on June 14th, 2017 (File No. 17-0716) for Binghamton University which addressed the exact same items being requested in this Variance Petition, with the exception of the “Intact” removal of Transite Lab-tops, Transite Table-tops & Transite-lined Fume Hoods which is an additional item. As the current Campus-Wide Variance File No. 17-0716 (and associated approved Extension Amendment Letter dated April 10th, 2019) expire on June 30th, 2020, Binghamton University has retained Delta to submit a new petition requesting the exact same relief previously approved/granted in Variance File No. 17-0716, with the one additional item as noted above.

Binghamton University’s Campus, located at 4400 Vestal Parkway in Binghamton, New York, consists of approximately one hundred sixty-five (165) individual buildings. The University has a fully staffed Facilities Engineering Group and Environmental Safety & Health Department who oversee all environmental projects. All asbestos-related project monitoring and air sampling/analysis is provided by 3rd party independent consultants. All abatement projects are performed by licensed Abatement Contractors using properly certified employees. O&M work addressing minor asbestos work is performed by Binghamton University certified employees.

Nature of the Work:

Item I – Exhausting Negative Pressure Units - Item One of this Request for a Multi-Site Campus Wide Variance is to address relief from negative pressure unit (NPU) exhaust locations for projects being performed within buildings having either inoperable windows or where the only accessible opening to the outdoors is

greater than 100' from a given regulated abatement work area. For these buildings, it is impractical to exhaust the negative pressure equipment used for interior asbestos projects directly to the exterior of the building without creating unnecessary hardships. In order to terminate the exhaust tube directly to the exterior of these buildings during interior asbestos abatement work, fire doors and/or security doors would have to remain continuously "open" during the course of a given project, which would create the potential for compromising the given buildings security and impacting fire life-safety issues. The removal of the buildings fixed inoperable window units for negative air exhaust would also compromise the building security/fire-life safety as referenced above as well as negatively impact the future integrity of the window system. Based on the fact that the Code Rule requires the negative pressure air equipment exhaust be vented directly to the outside of the building or structure, and given the existing situation/circumstances for the buildings referenced above, we are requesting relief from the following section of 12 NYCRR Part 56:

Section - Title	Reason / Proposed Plan for Protection w/o literal compliance
56-7.8, (a), (11)	We are proposing to exhaust the NPU to an unoccupied, controllable location within the building. This location shall be accessible for the placement of air monitoring equipment as required by the applicable sections of ICR-56. A controllable area shall be defined as an existing vacant room or an area within a larger space isolated by barrier tape and warning signs. This location shall be adequately sized to accommodate the increase in positive pressure in the area.

Item II - Clean-up of "Small" Incidental Disturbance Incidents - Item Two of this Request for a Multi-Site Campus Wide Variance is to address the clean-up of future "small" size incidental disturbance episodes and to stabilize or remove any significantly damaged material that is the cause of the given disturbance. The procedures, means and methods detailed for an incidental disturbance asbestos project in 12 NYCRR Part 56 are limited for use on "minor" projects only (as per definition and clarification in the Guidance Document). Additionally, section 11.2, (f), (4) does not allow for removal during the incidental disturbance clean-up. Based on the presence of asbestos containing materials throughout the campus buildings, the potential for future incidental disturbance episodes exists. As a pro-active measure, Binghamton University is requesting a Multi-Site Campus-Wide Variance to address the clean-up of future "small" incidental disturbances. Project-Specific variance requests shall be submitted for "large" sized incidental disturbance episodes. Based on this, specific relief is requested from the following sections of 12 NYCRR Part 56:

Section - Title	Reason / Proposed Plan for Protection w/o literal compliance
56-11.2 (f)	We are proposing to utilize the conditions, procedures and methods as detailed/ outlined in "12 NYCRR Part 56 Subpart 11.2 – Emergency Project" for any future small size incidental disturbance clean-up projects.
56-11.2 (f), (4)	For those small-project incidental disturbance episodes where the material that is the source of the disturbance is in poor condition and beyond repair, we are proposing to remove the material as a part of the incidental disturbance clean-up utilizing the appropriate method for the given damaged ACM (i.e. glovebag) within the negative pressure incidental disturbance work area.

Item III– Removal of Fire-Door Slabs and Elevator Cab/Hoistway Door Slabs with Asbestos Containing Cores Insulation – Item Three of this Request for a Campus Wide Variance is to address the removal of Fire-Door Slabs and Elevator Cab/Hoistway Door Slabs door slabs with asbestos containing core insulation. Binghamton University routinely replaces fire doors and Elevator Doors as they become damaged or outdated. Due to the fact that that the act of coring the doors to determine the presence of an asbestos-core actually voids the doors rating, all doors are considered asbestos containing with the exception of solid wood units. Based on

the fact that the suspect asbestos core is sealed within the door itself, and the slabs can be removed from the frames/elevator tracks by simply removing hinge pins/lifting slab off the track without removing any hardware from the door slab itself (i.e. no potential to impact the interior core), we are requesting relief from the following sections of 12 NYCRR Part 56 for the removal of Fire Doors and Elevator Cab/Hoistway Door with suspect ACM cores:

Section - Title	Reason / Proposed Plan for Protection w/o literal compliance
56-7.1, 8.1 & 9.2 –Phase IIA, IIB & IIC Air Sampling	We are proposing the collection of one air sample adjacent to each door removal location and one sample “outside/adjacent to” each restricted interior work area during work area preparation, door removal operations, and the wrapping/containerizing of the doors.
56-7.5 - Personal and Waste Decontamination System Enclosures	As the ACM associated with the doors is “sealed” within the door and will not be impacted or otherwise disturbed during door removal (removal from frame) or containerizing (wrapping), we are proposing to utilize a “remote” Small-Project Personal Decontamination System Enclosure as per 56-7.5, (d) for all fire door and elevator door removal operations.
56-7.8 – Engineering Controls	As the potential to impact or otherwise disturb the encased door core material is minimal, we are proposing to utilize localized negative pressure via the use of HEPA vacuums as necessary during Phase IIA through IID operations.
56-7.11(a), (b), (c), (e) & (f) – Regulated Abatement Work Area Enclosure	As the potential to impact or otherwise disturb the encased door core material is minimal, we are proposing to perform the interior door removal and wrapping/containerizing operations within an “Interior Restricted Area”. The location where a given door removal is being performed shall be isolated/cordoned off with barrier tape and signage installed as per Section 56-7.4(c), to restrict access and delineate it from public areas during Phase IIA through IID operations.
56-8.2 (b) – Waiting Period	Allow the commencement of IIB abatement operations immediately following completion of IIA Area Preparation and acceptance of Pre-Abatement Visual Inspection by a Project Monitor.
56-9.2 (d) – Clearance Air Sampling	Utilize the results of the “daily” 1 inside / 1 outside “Interior Restricted Area” air sample results in lieu of clearance air sampling. If the daily air samples are reported as being greater than 0.01 f/cc, then the interior restricted fire-door work area shall be re-cleaned and final clearance air sampling for the area shall be performed. The Owner will also employ the services a full time, third party project monitoring firm to perform a final visual inspections of each “Interior Restricted Area” as per the provisions of the current ASTM Standard E1368 “Standard Practice for Visual Inspection of Asbestos Abatement Projects.

Item IV – Core/Drilling Operations Through/Into Asbestos Containing Material – Item Four of this Request for a Campus Wide Variance is to address localized “minor” drilling/coring operations into and/or through asbestos containing flooring and plaster or sheetrock/joint compound wall and ceiling systems. These coring/drilling operations are routinely required for Campus Fire and Life-Safety upgrade projects where various security devices, telecommunication devices, fire protection devices, sprinkler lines, surface mounted conduit, raceway/wire mold, new wall base-plates, and other items (i.e. Lighting, Chalk boards, bulletin boards, white boards, etc.) must be mounted onto or pass through ACM floor, wall and ceiling systems. The device, conduit, raceway, wire mold and miscellaneous item mounting operations typically require the drilling of a ½” diameter (or smaller) hole into a floor, wall or ceiling at a given location for the installation of anchors. Wall coring to accommodate the pass through of plumbing/sprinkler lines, conduit, raceway and wire mold typically require a 1” to 1-1/2” core through the wall at a given location. Based on the fact that the amount of ACM impacted at each drilling and coring location is significantly less than 1 square foot (0.002 sf at each ½” diameter drill location and 0.025 sf at each 1-1/2” core location), we believe that it would create unnecessary hardships to construct a negative pressure tent enclosure at each drilling and coring location. We feel the

requested relief is justified and the proposed abatement means and methods outlined in Attachment B are sufficient to minimize the potential for any airborne asbestos fiber release during the drilling and coring procedures and will sufficiently protect the Abatement Workers, Facility occupants/Employees and the General Public. Specific Relief is requested from the following sections of 12 NYCRR Part 56:

Section - Title	Reason / Proposed Plan for Protection w/o literal compliance
56-6 – Background Air Sampling 56-7.1 – Work Area Preparation Air Sampling 56-8.1 – Asbestos Abatement Air Sampling 56-9.2 – Clearance Procedures, Air Sampling	We are proposing one air sample be collected in each room/area where floor, wall or ceiling drilling/coring operations are being performed and one sample “outside” on the same floor during work area preparation and drilling/coring operations.
56-7.2 (o) – Materials and Equipment, Ventilation for Power Tools	All drilling operations and coring operations shall be performed using a manufacturer-equipped drill shroud/shield for “HEPA filtered local exhaust ventilation”.
56-7.8 – Engineering Controls	As the potential to impact or otherwise disturb the floor, wall and ceiling ACM materials during drilling and coring operations is minimal, we are proposing to utilize localized negative pressure via the use of HEPA vacuums as necessary during Phase IIA through IID operations.
56-7.11(a), (b), (c), (e) & (f) – Regulated Abatement Work Area Enclosure	As the potential to impact or otherwise disturb the floor, wall and ceiling ACM materials during drilling and coring operations is minimal, we propose to perform the operations within an “Interior Restricted Area”. The entire room/area where drilling and coring operations are being performed shall be isolated/cordoned off, signage installed as per Section 56-7.4(c), and will be restricted to certified personnel only during Phase IIA through IID operations.
56-8.2 (b) – Waiting Period	Allow the commencement of drilling and coring operations immediately following completion of IIA Area Preparation and acceptance of Pre-Abatement Visual Inspection by a Project Monitor.
56-9.2 (d) – Clearance Air Sampling	Utilize the results of the “daily” 1 inside/1 outside “Interior Restricted Area” results in lieu of clearance air sampling. If the daily air samples are reported as being greater than 0.01 f/cc, then the interior restricted work area shall be re-cleaned and final clearance air sampling for the area shall be performed.

Item V– Removal of Transite Lab Tops/Table Tops and Transite Lined Fume Hoods – Item Five of this Request for a Campus Wide Variance is to address the intact removal of Transite Lab Tops/Table Tops and Fume Hoods having an interior transite lining. Several Campus Buildings are involved with research & development and have laboratories equipped with transite lab tops, transite table tops and transite-lined fume hoods. Individual lab tops and table tops are generally 3’ wide and range from 3’ to approximately 15’ in length (9 sf to 45 sf). They are normally installed over either metal/wood cabinetry or other support structures (i.e. simple table legs). The interior transite panel lining present with the fume hoods are normally mechanically fastened to the fume hood’s metal framing on the 2 side walls, the back wall, and ceiling and total approximately 54 sf per hood. The University routinely either decommissions/removes these items when no longer needed or replaces the existing lab tops, table tops and fume hoods with new “non-asbestos” units during lab renovation projects.

For those projects where the transite lab tops, table tops and interior fume hood transite panels must be impacted (i.e. damaged) in order to dismantle and remove the item, all work is performed within a 2-layer negative pressure tent enclosure following the provisions and conditions of 12 NYCRR Part 56 and the

Guidance Document. But in numerous cases, the transite lab tops, table tops, and transite-lined fume hoods can be removed intact **without any impact** to the transite materials. In these instances:

- For lab tops and table tops, the entire unit (i.e. transite top and support framing) is disposed of intact without any impact to the transite material
- For fume hoods, the entire hood frame (and associated transite panels) is removed intact without removing the transite from the hood framework.

As University operations performed in these labs routinely require continual University personnel occupancy to monitor the various R&D activities, the requirement to remove, handle and package those units within a small-project negative pressure enclosure, where these operations can be accomplished without impacting the transite what-so-ever, creates an unnecessary hard-ship to the University. Based on this, we are requesting relief from the following sections of 12 NYCRR Part 56 to address the intact removal and disposal of Lab Tops, Table Tops and Fume Hoods in those situations where the associated transite will not be impacted at all during the removal, handling and packaging operations:

Section - Title	Reason / Proposed Plan for Protection w/o literal compliance
56-6 – Background Air Sampling	We are proposing the collection of one air sample within each active lab “interior restricted work area” and one sample outside/adjacent to the affected lab during work area preparation, lab top/table top /fume hood removal operations and the wrapping/containerizing of the items.
56-7.1 – Work Area Preparation Air Sampling	
56-8.1 – Asbestos Abatement Air Sampling	
56-9.2 – Clearance Procedures, Air Sampling	
56-7.5 – Personal and Waste Decontamination System Enclosures	As the intact removal of the fume hoods, table tops or lab tops will not impact the associated transite material, we are requesting that an impermeable drop-cloth be installed within the affected Lab adjacent to the item to be removed and this area be used for decontamination of personnel and equipment if/when necessary.
56-7.8 – Engineering Controls	As the potential to impact or otherwise disturb the transite is minimal, we are proposing to utilize localized negative pressure via the use of HEPA vacuums as necessary during Phase IIA through IID operations.
56-7.11(a), (b), (c), (e) & (f) – Regulated Abatement Work Area Enclosure	As the potential to impact or otherwise disturb the transite is minimal, we are proposing to perform the intact lab top/table top/fume hood removal and wrapping / containerizing operations within an “Interior Restricted Area”. The active lab where removal is being performed shall be isolated / cordoned off and signage installed as per Section 56-7.4(c), to restrict access and delineate it from public areas during Phase IIA through IID operations.
56-8.2 (b) – Waiting Period	Allow the commencement of IIB abatement operations immediately following completion of IIA Area Preparation and acceptance of Pre-Abatement Visual Inspection by a Project Monitor.
56-9.2 (d) – Clearance Air Sampling	Utilize the results of the “daily” 1 inside / 1 outside “Interior Restricted Area” results in lieu of clearance air sampling. If the daily air samples are reported as being greater than 0.01 f/cc, then the interior restricted Lab work area shall be re-cleaned and final clearance air sampling for the area shall be performed.

The proposed means, methods and details for exhausting negative pressure equipment for buildings with inoperable window units or limited access to the exterior, for “Small” sized Incidental Disturbance Clean-Up episodes, the removal of fire doors/elevator doors with asbestos containing core insulation, for the ACM Floor, Wall and Ceiling coring/drilling operations, and the “Intact” removal of Transite Lab-tops, Transite Table-tops & Transite-lined Fume Hoods on the Binghamton University Campus are presented in Attachment B.

Respectfully,

DELTA ENGINEERS, ARCHITECTS & SURVEYORS

A handwritten signature in blue ink, appearing to read 'Stephen Prislupsky', is written over a light blue horizontal line.

Stephen Prislupsky
Director of Environmental Services
Asbestos Project Designer, 90-10891

Date: May 14th, 2020

State of New York - Department of Labor
Division of Safety and Health
Engineering Services Unit
State Office Building Campus
Building 12 – Room 154
Albany, NY 12240

May 14, 2020

Re: **Petition for Multi-Site Facility (Campus) Wide Variance, Binghamton University Campus**

Relief sought for:

- 1) **Negative Pressure Equipment Exhaust Ventilation for Buildings with Inoperable Windows**
- 2) **Future “Small” Project Incidental Disturbance Clean-Up Episodes**
- 3) **Removal of Fire Doors with Asbestos Containing Cores**
- 4) **Localized “Minor” Coring/Drilling Operations into Asbestos Containing Materials**
- 5) **Intact Removal of Transite Lab-tops, Transite Table Tops and Transite-lined Fume Hoods**

ATTACHMENT B - Proposed Abatement Method Description

Based on the background information presented in Attachment A, in addition to the “general” requirements of 12 NYCRR Part 56, we are requesting that the following operations/procedures be used for the Interior Exhausting of Negative Pressure Equipment, for “future” small size incidental disturbance episode clean-ups, for the removal of fire doors/elevator doors with asbestos containing core insulation, for localized “Minor” coring/drilling operations into and through asbestos containing floor/wall/ceiling materials, and the “Intact” removal of Transite Lab-tops, Transite Table-tops & Transite-lined Fume Hoods at the Binghamton University Campus in Binghamton, New York:

Item I) Negative Air Pressure Equipment Exhaust Ventilation: As stated in Attachment A, the University is requesting a Multi-Site Facility (Campus) Wide Variance to allow for the venting of negative pressure equipment utilized on an asbestos abatement project into an unoccupied controllable space within the building. This exhaust method would only be performed within those buildings where inoperable fixed window systems are present or where the nearest “feasible” building opening is greater than 100’ from the work area. Proposed procedures, means and methods for NPU exhaust are as follows:

- 1) The negative pressure air equipment exhaust set-up as proposed below would only be used for large or small projects performed within a negative pressure enclosure/regulated abatement work area at those Binghamton University Campus buildings having either inoperable fixed window systems or where the opening to the exterior is greater than 100’ from the interior regulated abatement work area.
- 2) Negative air ventilation units that cannot be exhausted to the outside of the building or structure shall be directed to an unoccupied, controllable location within the building.
- 3) This location shall be accessible for the placement of air monitoring equipment as required by the applicable sections of ICR-56.
- 4) A controllable area shall be defined as an existing vacant room or an area within a larger space isolated by barrier tape and warning signs. This location shall be adequately sized to accommodate

the increase in positive pressure in the area.

- 5) All openings within 25 feet of the Negative air machine exhaust termination shall be sealed with two layers of fire retardant polyethylene.
- 6) Air monitoring shall be conducted at each tube when exhausting to an interior space. Banking of negative air ducts terminating inside the building or structure will not be allowed.
- 7) If elevated air samples are indicated, work shall stop immediately. The faulty negative air machine shall be taken out of service and repaired. A replacement machine shall be installed to maintain the required negative air pressure differential in the work area.
- 8) Elevated air samples results shall be submitted to the Commissioner as required by ICR 56-4.10 (a)
- 9) Then all surfaces within area where the faulty negative air machine is exhausting to shall be wet wiped and HEPA vacuumed. The Project Monitor shall conduct a visual inspection of the area prior to resumption of work.
- 10) A summary of the cleanup activities and negative air machine repairs shall be documented in the Supervisor's daily log.

Item II) Clean-up of “Small” Incidental Disturbance Incidents - In order to be pro-active, Binghamton University is requesting a Multi-Site Facility Wide Variance to address the clean-up of future “small” incidental disturbances following the provisions and conditions as outlined in 12 NYCRR Part 56 “Subpart 11.2 – Emergency Project” and shall include the following:

- 1) The work would apply to any “future” small size incidental disturbance clean-ups as defined by 12 NYCRR Part 56.
- 2) Air sampling and analysis shall be conducted in accordance with the requirements of Subpart 56-4. Due to the nature of this work, background air samples shall not be required. Large Project Phase IIA and Phase IIB daily air sampling shall be performed as well.
- 3) The clean-up project shall comply with the requirements of 12 NYCRR Part 56 Sections 56-3.1, 56-3.2 and 56-3.3.
- 4) Prior to the commencement of the clean-up project, the asbestos abatement contractor shall comply with the emergency asbestos project notification requirements set forth in 12 NYCRR Part 56 Sections 56-3.5 and 56-3.6.
- 5) If permission to proceed as an emergency asbestos project is granted under the conditions of the variance, as per Sections 56-3.5 and 56-11.2, all work done on the project shall be performed in a manner consistent with applicable provisions of 12 NYCRR Part 56 Subpart 11.2 and with those conditions as defined in the approved variance.

- 6) The affected area shall be cordoned off with barrier tape at a distance of twenty-five (25) feet from the outer most limit of the disturbance. This shall be considered the regulated abatement work area for the cleanup of the disturbed materials. The regulated abatement work area shall be immediately cordoned off and adequate signage shall be posted as described in 12 NYCRR Part 56 Subpart 56-7.4.
- 7) Following the emergency notification, the following shall be performed:
 - a. A small project decontamination system enclosure shall be installed and utilized for all incidental disturbance asbestos clean-up projects. For non-friable organically bound (NOB) material incidental disturbance clean-up operations, a remote small project decontamination unit will be utilized, with an airlock being attached to the NOB work area for access / egress. For friable material incidental disturbance clean-up operations, an attached small project decontamination system enclosure shall be utilized.
 - b. Critical barriers shall be installed as per 12 NYCRR Part 56 Section 56-7.11 to isolate the clean-up work area.
 - c. Negative air ventilation systems shall be established as per 12 NYCRR Part 56 Section 56-7.8(a) to maintain of 8 air changes per hour.
 - d. Wet methods shall be employed to minimize further disturbance of the affected material during cleanup activities.
 - e. No removal of undisturbed ACM, PACM or asbestos material shall be performed during the emergency asbestos project. If the ACM that is the source of the disturbance is still present and is in a significantly damaged condition (beyond repair), the damaged material shall be removed as a part of the clean-up.
 - f. For NOB incidental disturbance projects, the worker's disposable protective clothing shall be removed and left in the work area upon exiting. After exiting the work area, workers shall immediately don clean protective clothing within the attached airlock. Workers shall then proceed immediately to the remote small project decontamination system enclosure.
 - g. For friable incidental disturbance projects, the workers shall utilize the attached decontamination system enclosure
- 8) Final clean-up procedures shall comply with 12 NYCRR Part 56 Section 56-9, except that only one (1) stage of cleaning (final) will be performed. Lockdown encapsulant shall only be used on porous contaminated surfaces subject to cleaning.
- 9) Once final cleaning is complete, a visual inspection shall be completed by the asbestos abatement contractor's supervisor to confirm that the scope of abatement work for the asbestos project is complete, and no visible debris/residue, pools of liquid or condensation remain.
- 10) Following the observance of the required four (4) hour waiting/settling period, a final visual inspection shall be performed by an appropriately trained and certified project monitor. The project monitor visual inspection for completeness of abatement and completeness of cleanup shall be performed as per the provisions of the current ASTM Standard E1368 "Standard Practice for Visual Inspection of Asbestos Abatement Projects".
- 11) Upon passing of the final visual inspection, final clearance air sampling shall be performed as per the requirements of Subpart 56-9, (d).

III) Fire Door/Elevator Door Removal: Fire door and elevator door abatement operations shall include the removal, wrapping and disposal of the entire door slab “intact”, without removing any hardware from the door slab or otherwise impacting the interior asbestos core. As such, we are requesting that the following operations / procedures be used for the fire door removal and containerizing work:

- 1) Prior to the removal of any door units, a remote small project decontamination system enclosure shall be constructed as per the requirements of 56-7.5 and shall be utilized for door removal work.
- 2) With the remote decontamination system in-place and operational, removal of the interior fire doors and elevator doors would be performed as follows:
 - a. The location where an active door removal is being performed will be considered an “interior restricted area”. It will be isolated and cordoned off at a minimum distance of 25’ where possible via Caution Tape and signage installed as per Section 56-7.4(c) to restrict access during Phase IIA through IID operations. Access to the interior restricted area shall be limited to certified personnel only.
 - b. The door’s interior asbestos core would not be impacted in any manner during removal/wrapping operations and would remain intact within the door shell. The doors will be removed “intact” from their frames by pulling the hinge pins or lifting them from the track system and at no time shall any hardware installed on the door itself be removed. At each phase of removal, a Project Monitor Visual Inspection would be required to ensure the completeness of required procedures and to verify the integrity of the door shell/casing as “intact”.
 - c. Once a door has been removed from its frame/track, it shall be wrapped in two layers of 6 mil fire-retardant poly and placed on a wheeled cart for transport to the waste trailer. This cart would be lined with two layers of 6-mil fire retardant poly with enough overlap remaining so as to completely cover the doors once they are placed on the cart for transport.
 - d. The pathway used to transport the door from the active regulated work area to the waste trailer shall be cordoned off and signage installed as per Section 56-7.4(c), to delineate it from public areas while in use during transport operations.
 - e. The doors shall then be placed in a lined dumpster and disposed of as RACM.
- 3) Daily “Full-Shift” Air Sampling will be performed during all interior door removal and wrapping operations. This will consist of one air sample being collected within each active interior restricted work area and one sample outside and adjacent to the area. Provided that airborne fiber concentrations remain below 0.01 fibers per cubic centimeter, clearance air sampling as described in Subpart 56-9.2, (d) will not be performed. If air sample results indicate airborne fiber concentration at or above 0.01 fibers per cubic centimeter, during door removal and wrapping operations, all surfaces present in the given work area will be re-cleaned and clearance air sampling will be performed following a two hour waiting period.
- 4) The University will employ an on-site, full time, third party project monitor/AST who in addition to collecting the daily air samples, will perform a final inspection at each area as per the provisions of the current ASTM Standard E1368 “Standard Practice for Visual Inspection of Asbestos Abatement Projects”.
- 5) Upon completion of the interior door removal and wrapping operations, the transportation of the wrapped doors to the waste trailer, and the receipt of acceptable daily air sample results for a given

interior restricted work area, the interior restricted work area shall be opened to other trades for follow-up new door installation work.

IV) Coring/Drilling of Asbestos Containing Material - For those projects where localized “minor” drilling and/or coring operations are required for projects where various security devices, telecommunication devices, fire protection devices, sprinkler lines, surface mounted raceway and wire mold must be mounted onto or pass through ACM floor, wall and ceiling systems, and the overall/cumulative amount of ACM to be impacted for a given project is greater than 10 square feet (i.e. small and large projects), we are proposing the following procedures, means and methods be allowed:

- 1) For those coring/drilling projects where the overall scope/cumulative total will impact greater than 10 square feet (i.e. small and large projects), prior to coring/drilling operations, a remote small project decontamination system enclosure shall be in-place and fully operational. The unit will be located in a secured room within, or immediately outside, the building where these operations are being performed. The pathway from the interior restricted work area to the decontamination system or next interior restricted work area shall be cordoned off and signage installed as per Section 56-7.4(c), to delineate it from public areas while in use during Phase IIA through IID.
- 2) For those coring/drilling projects where the overall scope/cumulative total will impact less than 10 square feet (i.e. minor project), prior to coring/drilling operations, an airlock system shall be in-place and fully operational. This airlock will be located in a secured room within the building where these operations are being performed. The pathway from the interior restricted work area to the airlock or next interior restricted work area shall be cordoned off and signage installed as per Section 56-7.4(c), to delineate it from public areas while in use during Phase IIA through IID.
- 3) With the remote decontamination or airlock system in-place, drilling and coring operations would be performed as follows:

A) Floor, Wall and Ceiling Drilling Operations – Drilling operations would be performed for the installation of anchors to support/install surface-mounted devices, junction boxes, conduit, raceway, wire mold, new wall base-plates and other miscellaneous items (i.e. Chalk boards, bulletin boards, white boards, etc.). These type of drilling operations would not pass through the opposite side of the floor/wall/ceiling. The affected room / area where drilling operations are to occur shall be isolated via barrier tape and appropriate signage. For wall/ceiling operations, a 2-layer 6 mil fire retardant poly drop cloth shall be installed under the drilling location. The size of the drop cloth shall be a minimum of 6’ out from the wall by 8’ in length. Drilling operations into the given floor/wall/ceiling surface would then be performed utilizing a drill fitted with a manufacturer-equipped HEPA shroud. The HEPA vacuum would operate continuously during all drilling operations. Once the holes are drilled. The associated anchors would be installed. Upon completion of these operations, the drop cloth shall be HEPA vacuumed and placed in an asbestos disposal bag.

B) Wall (Through-Wall) Coring Operations - For this operation, a complete core is required through a given wall for conduit/raceway/wire mold and plumbing/sprinkler line pass-throughs. Coring operations at each location will be performed in two separate phases so that the asbestos containing wall material being impacted is isolated within the drill shroud (i.e. drill a hole into one

side of the floor/wall utilizing the proposed methods below then proceed to the other side of the wall and perform the identical operation).

- a. A 2-layer 6 mil fire retardant poly drop cloth shall be installed on both sides of the wall under the coring location. The size of the drop cloths shall be a minimum 6' out from the wall by 8' in length. The drop cloths will be disposed of as asbestos waste at the completion of operations.
 - b. As stated above, although wall coring operations will be performed in two separate phases so that the plaster or sheetrock/joint compound surface being impacted is isolated within the tool shroud/shield at all times, a commercial glovebag will be sealed to the non-drill shield side of the wall for each coring phase at a given location.
 - c. Coring operations would then be performed using drill fitted with a manufacturer-equipped HEPA shroud. The HEPA vacuum would operate continuously during all coring operations. The hole coring would be performed on one side of a given wall initially and would be to a minimal depth so as to core through the "active surface" of the wall only. Once this initial core is complete, the opposite surface of the wall would be cored following the identical set-up and coring procedure.
 - d. Once the cores on both sides of a given wall location are complete, all exposed edges of the asbestos containing material shall be encapsulated.
 - e. Upon completion of these operations at a given location, the drop cloth shall be HEPA vacuumed and placed in an asbestos disposal bag. All waste shall be double bagged within the interior restricted work area for transfer to the waste storage trailer/dumpster. The area shall then be inspected by a 3rd party independent project monitor for completeness of abatement and cleaning.
- 4) Daily "Full-Shift" Air Sampling will be performed during drilling/coring operations. This will consist of one air sample being collected within each active interior restricted location and one sample outside and adjacent to the area. Provided that airborne fiber concentrations remain below 0.01 fibers per cubic centimeter, clearance air sampling as described in Subpart 56-9.2, (d) will not be performed. If air sample results indicate airborne fiber concentration at or above 0.01 fibers per cubic centimeter, during device removal/installation and cleaning operations, all surfaces present within the room where the elevated sample result was reported will be re-cleaned and clearance air sampling for the given room will be performed following a two hour waiting period.
 - 5) When all drilling/coring operations are completed, and daily air samples are received and acceptable for a given restricted work area, then the signage and barrier tape shall be removed and the area shall be opened for access by follow-up trades to perform their work.

V) Removal of Transite Lab Tops, Table Tops and Transite Lined Fume Hoods – For those instances where the removal of Transite Lab Tops/Table Tops and Transite-lined Fume Hoods can be performed without impacting / damaging the transite component, the intact removal of transite lab tops, table tops, and fume hoods would be performed as follows:

- 1) The Laboratory/Room where a given unit is to be removed will be considered an “interior restricted area”. It will be isolated and cordoned off at each access point (i.e. entrance doors) via Caution Tape and signage installed as per Section 56-7.4(c) to restrict access during Phase IIA through IID operations. Access to the interior restricted area shall be limited to certified personnel only.
- 2) A 2-layer 6 mil fire retardant poly drop cloth shall be installed on the floor immediately adjacent to the unit to be removed. The drop cloth will be disposed of as asbestos waste at the completion of removal and wrapping operations.
- 3) Certified workers utilizing appropriate PPE shall then wrap the lab top, table top, or fume hood in two layers of 6-mil fire-retardant poly without impacting the associated transite in any manner.
- 4) Once wrapped, the lab top/table top/fume hood panels shall be placed on a wheeled cart for transport to the waste trailer. This cart would be lined with two layers of 6-mil fire retardant poly with enough overlap remaining so as to completely cover the unit once it is placed on the cart for transport.
- 5) The pathway used to transport the unit from the regulated work area to the waste trailer shall be cordoned off and signage installed as per Section 56-7.4(c), to delineate it from public areas while in use during transport operations.
- 6) Daily “Full-Shift” Air Sampling will be performed during all lab top/table top/fume hood removal and wrapping operations. This will consist of one air sample being collected within each active Laboratory/Room interior restricted work area and one sample outside/adjacent to the Lab/Room. Provided that airborne fiber concentrations remain below 0.01 fibers per cubic centimeter, clearance air sampling as described in Subpart 56-9.2, (d) will not be performed. If air sample results indicate airborne fiber concentration at or above 0.01 fibers per cubic centimeter, during removal and wrapping operations, all surfaces present in the given lab work area will be re-cleaned and clearance air sampling will be performed following a two-hour waiting period.
- 7) Upon completion of the lab top/fume hood removal and wrapping operations, the transportation of the wrapped units to the waste trailer, and the receipt of acceptable daily air sample results for a given lab work area, the lab shall be opened up for normal occupancy.

The health and safety of the students, faculty and staff as well as that of the contractors working on their campus is of the utmost concern to Binghamton University. By having a Multi-Site Facility (Campus) Wide Variance in-place that addresses negative pressure air equipment exhaust for those Campus Buildings having inoperable fixed window systems and limited exterior openings, “small” sized incidental disturbance clean-up episodes, the removal of asbestos-cored elevator and fire doors, localized “Minor” coring/drilling operations into asbestos containing floor/wall/ceiling materials and through asbestos containing wall materials, and the “Intact” removal of Transite Lab-tops, Transite Table-tops & Transite-lined Fume Hoods, Binghamton University can address any necessary asbestos abatement within the affected buildings in a safe and timely manner while minimizing the impact to critical operations.

Based on our experience with the previously approved Binghamton University Campus-Wide Variance (17-0716) and other University variances granting similar relief (Campus-Wide Variance File No. 20-0068 issued for the Cornell University Ithaca, NY Campus and Campus-Wide Variance File No. 18-0193 issued for the Colgate University Hamilton, NY Campus, which granted/approved relief for all items

being requested herein), we feel that the proposed means and methods for addressing the above items would in no way compromise the security or safety of the general public, the University's student body, faculty, staff, or any workers involved with a given project.

As per the standard conditions for a Multi-Site Facility Wide Variance, we are requesting that, if approved, the variance termination date be the maximum two years from its date of issuance. If you have any questions or require any additional information, please feel free to contact Stephen Prislupsky of Delta Engineers (607) 231-6674.

Respectfully,

DELTA ENGINEERS, ARCHITECTS & SURVEYORS



Stephen Prislupsky
Director of Environmental Services
Asbestos Project Designer, 90-10891

Date: May 14th, 2020

STATE OF NEW YORK
STATE UNIVERSITY CONSTRUCTION FUND
ASBESTOS MATERIAL REMOVAL FACT SHEET

SUCF PROJ NO. _____ PROJECT TITLE _____ DATE _____
SCOPE OF WORK: _____

ASBESTOS CONTRACTOR:

GENERAL CONTRACTOR:

Name/Address (if applicable)

Phone # _____

Phone # _____

Contract Awd Amt: _____

Asbestos Lic #: _____

Contract Completion Date: _____

Expiration Date: _____

ASBESTOS ABATEMENT PERSONNEL: (Attach Additional Sheets as Required)

Name	Title/Function	Social Sec. #	Certificate Number	Expiration Date
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____

ASBESTOS ABATEMENT WORK : (Attach Additional Sheets as Required)

Bldg. (1) Usage	Removal Location (Bldg./Room)	Material (2) Removed	Quantity (3)	Methods of Removal
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____

Date Removal Begins: _____

Ends: _____

Asbestos Carrier: _____

Disposal Site: _____

Phone No.: _____

Phone No.: _____

Hauler Permit No(s): _____

NOTE: In addition to the above information, the Contractor shall submit all required documentation as stipulated by the New York State Labor Law Article 30; Part 56, 12NYCRR, which includes a copy of the asbestos contractor license and all asbestos handling certificates, waste transporter permits, disposal receipt acknowledgement, and air test reports (prior, during, and after abatement).

STATE OF NEW YORK
STATE UNIVERSITY CONSTRUCTION FUND

ASBESTOS MATERIAL REMOVAL FACT SHEET KEY

1. BUILDING USAGE

- A. Administration
- B. Academic
- C. Library
- D. Health/Physical Education
- E. Dining Halls
- F. Dormitory
- G. Mechanical Room
- H. Steam Tunnel
- I. Other

2. MATERIAL REMOVED

- A. Acoustical/Decorative Plasters ADP
- B. Fireproofing Materials FM
- C. Troweled Wall/Ceiling Plasters TCP
- D. Mud Joints/Tees MJT
- E. Pipe Covering (List Size Pipe) PC
- F. Boiler/Hot Water Tank Insulations BHTI
- G. Panels/Ceiling Tiles . PCT
- H. Transite Panels TP
- I. Vent/Drain Pipes (List Size) VDP
- J. In-Place Gaskets IPG
- K. Vinyl Asbestos Siding VAS
- L. Vinyl Asbestos Tile . VAT
- M. Vinyl Asbestos Roofing VAR
- N. Other (Describe) O

3. QUANTITY OF MATERIAL

S.F. Square Feet (i.e. walls, ceiling, structural members, etc.)
L.F. Linear Feet (i.e. pipe, etc.)

4. REMOVAL METHODS

- A. Wet
- B. Dry
- C. Glovebag
- D. Tent
- E. Other



ITEM 12

STATE OF NEW YORK
STATE UNIVERSITY CONSTRUCTION FUND

REGULATED MATERIALS DISPOSAL FACT SHEET

SUCF PROJ NO./CAMPUS _____ PROJECT TITLE _____ DATE _____

SCOPE OF WORK: _____

CAMPUS' GENERATOR NO.: _____

GENERAL CONTRACTOR:

SUBCONTRACTOR:

Name/Address _____

(if applicable) _____

Phone # _____

Phone # _____

Contract Awd Amt: _____

Contract Completion Date: _____

Contract No. _____

Listing of Regulated Materials Removed: (attach additional sheets as required)

Description	Qty/Units	Method of Disposal	Classification
1. _____			
2. _____			
3. _____			
4. _____			
5. _____			

Date Removal Begins: _____

Date Disposal Complete _____

Location of Disposal Site(s): _____

Transportation: _____

Name/Address: _____

Name/Address: _____

Phone No.: _____

Phone No.: _____

Facility Permit No. _____

Hauler Permit No. _____

Expiration Date: _____

Expiration Date: _____

Material Testing

Required: _____

Not Required: _____

SECTION 028600 - IDENTIFICATION AND DISPOSAL OF HAZARDOUS WASTE

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. This specification covers the identification and disposal of hazardous waste, and related hazardous materials. Products shall be as follows or as directed by the Owner and or their representative. Demolition and removal of materials shall be as required to support the work.
- B. Special Wastes:
 - 1. PCB Bulk Waste and non-liquid PCB materials (NLPCB): Window caulk and other caulk may contain NLPCB; if so, when disposed these materials are EPA-regulated PCB Bulk Waste under TSCA, and are NYS hazardous waste. PCB light ballasts are also to be disposed of as NYS Hazardous Waste.

1.2 DEFINITION

- A. Hazardous waste shall be any materials to be disposed that possess at least one of four characteristics, ignitability, corrosivity, reactivity or toxicity, as defined and regulated by the Resource Conservation and Recovery Act (RCRA) and applicable state and federal regulations, or a material specifically identified as hazardous waste by applicable Federal or State lists, in 40 CFR 261 or 6 NYCRR 371.
- B. A Conditionally Exempt Small Quantity Generator (CESQG) of hazardous waste shall be a waste handler who generates no more than 100 kilograms per month of listed and/or characteristic hazardous waste, generates no more than 1 kilogram of acute hazardous waste in any calendar month, and stores no more than 1000 kilograms of listed and/or characteristic hazardous waste or more than 1 kilogram of acutely hazardous waste.
- C. A Small Quantity Generator (SQG) of hazardous waste shall be a waste handler who generates no more than 1000 kilograms per month of listed and/or characteristic hazardous waste, generates no more than 1 kilogram of acute hazardous waste per month, and stores no more than 6000 kilograms of listed and/or characteristic hazardous waste or more than 1 kilogram of acutely hazardous waste.
- D. Large Quantity Generator (LQG) of hazardous waste shall be a waste handler who generates more than 1000 kilograms per month of listed and/or characteristic hazardous waste, generates more than 1 kilogram of acute hazardous waste per month, or stores more than 6000 kilograms of hazardous waste or 1 kilogram of acutely hazardous waste.

1.3 SUBMITTALS

- A. Before start of work: At the pre-construction meeting, the Contractor shall submit the following to the Owner's Representative for review:
 - 1. Copy of State or local license for hazardous waste hauler.
 - 2. Certificate of at least one on-site supervisor which has satisfactorily completed the OSHA 40 hour Health and Safety course for handling hazardous waste and spills.*

3. Certificates of workers, which have successfully completed the OSHA 40-Hour Health and Safety Course for Hazardous Waste and spills.*
 4. List of the employees scheduled to perform this work.
 5. Schedule of start and finish times and dates for this work.
 6. The name, address and EPA ID No. of the disposal facility where these waste materials are to be received. Include contact person, a copy of the facility permit and telephone number.
 7. The facility permit must identify the waste material(s) to be received, and must be accompanied by a statement that the facility has the capacity and authority to accept the waste. Land Disposal Restriction (LDR) forms must also be provided.
 8. If the Contractor introduces any chemical into the work environment, a SDS for that chemical must be presented to the Owner's Representative prior to use.
 9. Transporter must have notified the EPA and/or other appropriate local government agency in advance of its intentions to transport hazardous materials and, if applicable, receive an identification number. The transporter shall submit a copy of the NYS DEC Part 364 Permit, for review.
 10. Health and Safety/Contingency Plan for material handling and emergency procedures.
- B. Do not start work until submittals are returned with the Owner's Representative stamp indicating that the submittal is returned for unrestricted use.

1.4 REGULATORY REQUIREMENTS

- A. All activities related to the work shall be conducted in compliance with all applicable laws, regulations, and requirements which may include, but not be limited to, the United States Environmental Protection Agency (US EPA), United States Department of Transportation (US DOT), Resource Conservation and Recovery Act (RCRA), Toxic Substances Control Act (TSCA), Occupational Safety and Health Administration (OSHA), New York State Department of Environmental Conservation (NYS DEC), New York City Department of Environmental Protection (NYC DEP), and New York City Fire Department.
- B. The Contractor is required to secure and maintain all required regulatory permits necessary to perform all aspects of the work.
- C. The Contractor shall containerize and store waste in accordance with all applicable regulations. All containers are to be appropriately marked/labeled.

PART 2 - PRODUCTS

1.5 MATERIALS

- A. Drums: Recovery or salvage drums acceptable for disposal of hazardous waste. Prior approval of drums is required. Drums or containers must meet the required OSHA, EPA (40 CFR Parts 260-264 and 300), and DOT Regulations (49 CFR Parts 171-178). Use of damaged containers shall not be allowed.
- B. Labels: As required by the EPA and OSHA for handling, transportation, and disposal of hazardous waste.

- C. Absorbent Material: Clay, soil or any commercially available absorbent used for the purpose of absorbing hazardous or potentially hazardous materials.

PART 3 – EXECUTION

1.6 REQUIREMENTS

- A. All waste shall be stored, handled, transported and disposed of in accordance with all federal, state and local guidelines and regulations. The Contractor is to obtain all permits, licenses, etc., which are necessary for the storing, transporting and disposing of hazardous waste. The Contractor shall develop all applicable manifests, Profile Sheets, Land Ban Forms and any other documentation and co-ordinate with the Owner regarding proper signatures. The Contractor may be required to notify the EPA of the hazardous waste activities, and obtain an EPA identification number specifically for the project, if one is not available.
- B. The Contractor shall identify and classify the hazardous waste generated through the performance of the work as per the governing regulations, and in accordance with the Waste Sampling Plan submittal from Section 1.1 above. The Contractor shall conduct the required sampling and chemical analysis for handling, storing, transporting and disposing of the hazardous waste.
- C. The Contractor is responsible for securing appropriate treatment or disposal for the waste streams at a permitted TSDF, in compliance with all requirements, and for obtaining a copy of the waste manifest as executed by the TSDF. If the manifest is not returned within the required time, the contractor shall notify the Owner and the NYS DEC, and initiate an investigation as required.
- D. Transporters shall maintain waste manifest and shipment record forms. All transporters are required to obtain and maintain NYS DEC Part 364 Waste Transporter permit and, if applicable, a NYC Fire Department permit for transporting flammables. The Part 364 Permit shall have the license plate number of the vehicle, the expiration date of the permit, the type of waste the hauler can take and the treatment, storage and disposal (TSD) facility to which the hauler can take the waste. The transporter must also have all applicable, current waste transportation permits for states where proposed disposal facility is located.
- E. The Contractor shall supply all required placard and labeling, and shall have an appropriately trained individual to prepare and sign the hazardous waste manifest, as the DOT shipper.
- F. The Contractor shall furnish all certified copies of manifests (interim storage and final disposal) within regulatory requirements. Within 30 days from the acceptance of the waste by the disposal facility, the Contractor shall provide the Owner with Certificate of Disposal documents, as a requirement for final payment.
- G. Unless directed otherwise, the Contractor shall file the annual report and fee report if applicable for the hazardous waste shipped, and provide closure notification to EPA and DEC immediately upon completion of the work.
- H. *HAZWOPER Training is not required if the waste is PCB Bulk waste alone, but OSHA HAZCOM and TSCA training are still required

END OF SECTION 028600

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. Shoring, bracing, and anchoring.

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. Exposed surface form-facing material.
 - 2. Concealed surface form-facing material.
 - 3. Form ties.
 - 4. Waterstops.
 - 5. Form-release agent.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Waterstops: Store waterstops under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

PART 2 - PRODUCTS

2.1 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. 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.

2.2 WATERSTOPS

A. Self-Expanding Butyl Strip Waterstops: Manufactured rectangular or trapezoidal strip, butyl rubber with sodium bentonite or other hydrophilic polymers, for adhesive bonding to concrete, 3/4 by 1 inch.

2.3 RELATED MATERIALS

- A. Reglets: Fabricate reglets of not less than 0.022-inch-thick, galvanized-steel sheet. Temporarily fill or cover face opening of reglet to prevent intrusion of concrete or debris.
- B. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.
- C. Rustication Strips: Wood, metal, PVC, or rubber strips, kerfed for ease of form removal.
- D. 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.
 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
 2. Form release agent for form liners shall be acceptable to form liner manufacturer.
- E. 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.

Revise three subparagraphs below to suit Project; delete if not required.

1. Furnish units that leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.

2. Furnish ties that, when removed, leave holes no larger than 1 inch in diameter in concrete surface.
3. Furnish ties with integral water-barrier plates to walls indicated to receive dampproofing or waterproofing.

PART 3 - EXECUTION

3.1 INSTALLATION OF FORMWORK

- A. Comply with ACI 301.
- B. Construct formwork, so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117 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-2.0: ACI 117 Class B, 1/4 inch.
- D. Construct forms tight enough to prevent loss of concrete mortar.
 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. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
 3. Install keyways, reglets, recesses, and other accessories, for easy removal.
- F. Do not use rust-stained, steel, form-facing material.
- G. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces.
 1. Provide and secure units to support screed strips
 2. Use strike-off templates or compacting-type screeds.
- 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.
 2. Locate temporary openings in forms at inconspicuous locations.
- I. Chamfer exterior corners and edges of permanently exposed concrete.
- J. At construction joints, overlap forms onto previously placed concrete not less than 12 inches.

- K. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work.
 - 1. Determine sizes and locations from trades providing such items.
 - 2. Obtain written approval of Architect prior to forming openings not indicated on 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 Architect.
 - 3. Place joints perpendicular to main reinforcement.
 - 4. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
- M. Provide temporary ports or openings in formwork where required to facilitate cleaning and 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 INSTALLATION OF EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete.
 - 1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.
 - 3. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.
 - 4. Clean embedded items immediately prior to concrete placement.

3.3 INSTALLATION OF WATERSTOPS

- A. Self-Expanding Strip Waterstops: Install in construction joints and at other locations indicated on Drawings, according to manufacturer's written instructions, by adhesive bonding, mechanically fastening, and firmly pressing into place.
 - 1. Install in longest lengths practicable.
 - 2. Locate waterstops in center of joint unless otherwise indicated on Drawings.
 - 3. Protect exposed waterstops during progress of the Work.

3.4 REMOVING AND REUSING FORMS

- A. Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations, and curing and protection operations need to be maintained.
- 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.
 - 2. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints.
 - 1. Align and secure joints to avoid offsets.
 - 2. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

3.5 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- 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.

B. Related Requirements:

1. Division 32 Section "Concrete Paving" for reinforcing related to concrete pavement and walks.

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, stirrup spacing, bent bar diagrams, bar arrangement, location of splices, lengths of lap splices, tie spacing, and supports for concrete reinforcement.

1.3 INFORMATIONAL SUBMITTALS

A. Material Test Reports: For the following, from a qualified testing agency:

1. Steel Reinforcement:

1.4 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, deformed.

2.2 REINFORCEMENT ACCESSORIES

- A. Joint Dowel Bars: ASTM A615/A615M, Grade 60, plain-steel bars, cut true to length with ends square and free of burrs.
- B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars 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:
 - a. For concrete surfaces exposed to view, where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire, all-plastic bar supports, or CRSI Class 2 stainless steel bar supports.
- C. Steel Tie Wire: ASTM A1064/A1064M, annealed steel, not less than 0.0508 inch 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.

- B. Accurately position, support, and secure reinforcement against displacement.
 - 1. Locate and support reinforcement with bar supports to maintain minimum concrete cover.
 - 2. Do not tack weld crossing reinforcing bars.
- C. Preserve clearance between bars of not less than 1 inch, not less than one bar diameter, or not less than 1-1/3 times size of large aggregate, whichever is greater.
- D. Provide concrete coverage in accordance with ACI 318.
- E. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- F. Splices: Lap splices as indicated on Drawings.
 - 1. Bars indicated to be continuous, and all vertical bars to be lapped not less than 36 bar diameters at splices, or 24 inches, whichever is greater.
 - 2. Stagger splices in accordance with ACI 318.

3.3 JOINTS

- A. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
 - 1. Place joints perpendicular to main reinforcement.
 - 2. Continue reinforcement across construction joints unless otherwise indicated.
 - 3. Do not continue reinforcement through sides of strip placements of floors and slabs.
- B. 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

- A. Comply with ACI 117.

3.5 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- 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 form-facing materials and waterstops.
2. Section 032000 "Concrete Reinforcing" for steel reinforcing bars.
3. Section 312013 "Earth Moving for Buildings" for drainage fill under slabs-on-ground.
4. Division 32 Section "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: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.

- B. Water/Cement Ratio (w/cm): The ratio by weight of water to cementitious materials.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:
 - a. Contractor's superintendent.
 - b. Independent testing agency responsible for concrete design mixtures.
 - c. Ready-mix concrete manufacturer.
 - d. Concrete Subcontractor.
 - e. Special concrete finish Subcontractor.
2. Review the following:
 - a. Special inspection and testing and inspecting agency procedures for field quality control.
 - b. Construction joints, control joints, isolation joints, and joint-filler strips.
 - c. Semirigid joint fillers.
 - d. Vapor-retarder installation.

- e. Anchor rod and anchorage device installation tolerances.
- f. Cold and hot weather concreting procedures.
- g. Concrete finishes and finishing.
- h. Curing procedures.
- i. Forms and form-removal limitations.
- j. Methods for achieving specified floor and slab flatness and levelness.
- k. Floor and slab flatness and levelness measurements.
- l. Concrete repair procedures.
- m. Concrete protection.

1.4 ACTION SUBMITTALS

A. Product Data: For each of the following.

- 1. Portland cement.
- 2. Fly ash.
- 3. Slag cement.
- 4. Blended hydraulic cement.
- 5. Silica fume.
- 6. Aggregates.
- 7. 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.
- 8. Fiber reinforcement.
- 9. Vapor retarders.
- 10. Liquid floor treatments.
- 11. Curing materials.
- 12. Joint fillers.
- 13. Repair materials.

B. Design Mixtures: For each concrete mixture, include the following:

- 1. Mixture identification
- 2. Intended use.
- 3. Minimum 28-day compressive strength.
- 4. Durability exposure class.
- 5. Maximum w/cm.
- 6. Slump limit.
- 7. Air content.
- 8. Nominal maximum aggregate size.
- 9. Synthetic macro-fiber content.
- 10. Indicate amounts of mixing water to be withheld for later addition at Project site if permitted.
- 11. Intended placement method.
- 12. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For the following:
 - 1. Ready-mixed concrete manufacturer.
- B. Material Certificates: For each of the following, signed by manufacturers:
 - 1. Cementitious materials.
 - 2. Admixtures.
 - 3. Fiber reinforcement.
 - 4. Curing compounds.
 - 5. Bonding agents.
 - 6. Adhesives.
 - 7. Vapor retarders.
 - 8. Semirigid joint filler.
 - 9. Joint-filler strips.
 - 10. Repair materials.
- C. Material Test Reports: For the following, from a qualified testing agency:
 - 1. Portland cement.
 - 2. Fly ash.
 - 3. Slag cement.
 - 4. Blended hydraulic cement.
 - 5. Silica fume.
 - 6. Aggregates.
- D. Preconstruction Test Reports: For each mix design.

1.6 QUALITY ASSURANCE

- A. Ready-Mixed Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.
 - 1. Manufacturer certified in accordance with NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- B. 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.

- C. Mockups: Cast concrete slab-on-ground panel and apply Liquid Floor Treatment products with same process for actual installation including curing to demonstrate typical joints, surface finish, texture, treatments, and standard of workmanship.
 - 1. Slab-On-Ground: Build panel minimum 10 feet by 10 feet in the location indicated or, if not indicated, as directed by Architect.
 - a. Divide panel into four equal panels to demonstrate saw joint cutting.

1.7 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:
 - a. Admixture dosage rates.
 - b. Slump.
 - c. Air content.
 - d. Seven-day compressive strength.
 - e. 28-day compressive strength.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Comply with ASTM C94/C94M and ACI 301.

1.9 FIELD CONDITIONS

- A. Cold-Weather Placement: Comply with ACI 301 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 for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
 - 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, 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 and ACI 305.1, and as follows:
 - 1. Maintain concrete temperature at time of discharge to not exceed 95 deg F.
 - 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

- A. ACI Publications: Comply with ACI 301 unless modified by requirements in the Contract Documents.

2.2 CONCRETE MATERIALS

A. Source Limitations:

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 I/II, gray.
2. Fly Ash: ASTM C618, Class C or F.
3. Slag Cement: ASTM C989/C989M, Grade 100 or 120.
4. Blended Hydraulic Cement: ASTM C595/C595M, Type IS portland blast-furnace slag, Type IP portland-pozzolan, Type IL portland-limestone, or Type IT, ternary blended cement.
5. Silica Fume: ASTM C1240 amorphous silica.

C. Normal-Weight Aggregates: ASTM C33/C33M, Class 4M 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. for moderately reactive aggregate or 3 lb./cu. yd. 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.

2. Maximum Coarse-Aggregate Size: 1-1/2 inches nominal for slabs-on-grade and 1 inch nominal for all other concrete.
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. Mid-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type A or Type F. Water content reduction to be greater than 7%.
 - 5. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.
 - 6. High-Range, Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type G.
 - 7. Plasticizing and Retarding Admixture: ASTM C1017/C1017M, Type II.
- F. Water and Water Used to Make Ice: ASTM C94/C94M, potable.

2.3 FIBER REINFORCEMENT

- A. Synthetic Macro-Fiber: Synthetic macro-fibers engineered and designed for use in concrete, complying with ASTM C1116/C1116M, Type III, 1 1/4 to 2-1/4 inches long.

2.4 VAPOR RETARDERS

- A. Sheet Vapor Retarder, Class C: ASTM E1745, Class C, except with maximum water-vapor permeance of less than 0.015 perms (gr/ft²/hr/in-Hg), in accordance with ASTM E 1745; not less than 10 mils thick. Include manufacturer's recommended adhesive or pressure-sensitive joint tape.

2.5 LIQUID FLOOR TREATMENTS

- A. Penetrating Liquid Floor Treatment (for exposed concrete floor finish): Clear, chemically reactive, lithium silicate material and proprietary components; odorless; that penetrates, hardens, and densifies concrete surfaces. Product will not trigger or contribute to surface alkali silicate reaction in the concrete. Provide with manufacturer's recommended penetrating reactive treatment protection product.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Prosoco, Inc.; Consolideck LS and Consolideck Concrete Protector SB.

2.6 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.
- B. Curing Paper: 8-foot-wide paper, consisting of two layers of fibered kraft paper laminated with double coating of asphalt.

- C. Water: Potable or complying with ASTM C1602/C1602M.
- D. Clear, Waterborne, Membrane-Forming, Dissipating Curing Compound: ASTM C309, Type 1, Class B.

2.7 RELATED MATERIALS

- A. Chemical Anchor Adhesives: Heavy duty, two component injectable adhesive designed to be dispensed using double chamber gun with mixing nozzle. Adhesives in capsule form will not be accepted.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Hilti, Inc.; Hit-HY 200; Hit-Ice
 - b. ITW Redhead; Epcon C6.
 - c. Powers Fasteners, Inc.; AC100+ Gold.
- B. Expansion- and Isolation-Joint-Filler Strips: ASTM D1751, asphalt-saturated cellulosic fiber or ASTM D1752, cork or self-expanding cork.
- C. Grout: ASTM C 1107, factory-packaged, shrinkage-resistant, nonmetallic aggregate grout, noncorrosive and nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.
- D. Semirigid Joint Filler: Two-component, semirigid, 100 percent solids, epoxy resin with a Type A shore durometer hardness of 80 in accordance with ASTM D2240.
- E. Bonding Agent: ASTM C1059/C1059M, Type II, nonredispersible, acrylic emulsion or styrene butadiene.
- F. Floor Slab Protective Covering: 8-feet-wide cellulose fabric.

2.8 REPAIR MATERIALS

- A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch and that can be feathered at edges to match adjacent floor elevations.
 - 1. Cement Binder: ASTM C150/C150M portland cement or hydraulic or blended hydraulic cement, as defined in ASTM C219.
 - 2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
 - 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand, as recommended by underlayment manufacturer.
 - 4. Compressive Strength: Not less than 4100 psi at 28 days when tested in accordance with ASTM C109/C109M.

- B. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch and that can be filled in over a scarified surface to match adjacent floor elevations.
 - 1. Cement Binder: ASTM C150/C150M portland cement or hydraulic or blended hydraulic cement, as defined in ASTM C219.
 - 2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
 - 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by topping manufacturer.
 - 4. Compressive Strength: Not less than 5000 psi at 28 days when tested in accordance with ASTM C109/C109M.

2.9 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.
 - 1. Use a qualified testing agency for preparing and reporting proposed mixture designs, based on laboratory trial mixtures.
- B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than Portland cement in concrete as follows:
 - 1. In slabs to receive Polished Concrete finish limit fly ash to a maximum 5 percent by weight of the total cementitious materials.
- 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 a mid-range, water-reducing admixture in pumped concrete, all concrete slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.

2.10 CONCRETE MIXTURES

- A. Normal-weight concrete used for footings, piers, foundation walls, grade beams, and walls.
 - 1. Exposure Class: ACI 318 F2.
 - 2. Minimum Compressive Strength: 4500 psi at 28 days.
 - 3. Maximum w/cm: 0.45.
 - 4. Slump Limit: 8 inches, plus or minus 1 inch for concrete with verified slump of 3 inches, plus or minus 1 inch before adding high-range water-reducing admixture or plasticizing admixture at Project site.
 - 5. Air Content:

- a. 6 percent, plus or minus 1.5 percent at point of delivery for concrete containing 1-inch nominal maximum aggregate size.
6. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- B. Normal-weight concrete used for interior slabs-on-ground.
 1. Exposure Class: ACI 318 F0.
 2. Minimum Compressive Strength: 4000 psi for slabs to receive Polished Concrete and 3500 psi for all other slabs, at 28 days.
 3. Maximum w/cm: 0.50.
 4. Minimum Cementitious Materials Content: 470 lb/cu. yd.
 5. Slump Limit: 4 inches, plus or minus 1 inch.
 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.
 8. Synthetic Macro-Fiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than a rate of 3.0 lb/cu. yd.

2.11 CONCRETE MIXING

- A.
- B. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete in accordance with ASTM C94/C94M and ASTM C1116/C1116M 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 anchorage devices and other 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.
 2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of ANSI/AISC 303.
 3. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.

3.4 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 and grade beams not less than 6 inches, sealing vapor retarder to concrete.
 4. Lap joints 6 inches and seal with manufacturer's recommended tape.
 5. Terminate vapor retarder at the top of floor slabs, grade beams, and pile caps, sealing entire perimeter to floor slabs, grade beams, foundation walls, or pile caps.
 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 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 Architect.
 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. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
4. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- 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-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 column pedestals, foundation walls, grade beams, and other locations, as indicated.
 1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated on Drawings.
 2. Terminate full-width joint-filler strips not less than 1/2 inch or more than 1 inch below finished concrete surface, where joint sealants, specified in Section 079200 "Joint Sealants," are indicated.
 3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.

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 Architect 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.
 1. With each concrete mixture submittal, indicate amounts of mixing water to be withheld for later addition at Project site.
 2. Water added must not increase the water-cement ratio past the approved mix design ratio.

3. Add additional water reducer or plasticizer to mix instead of adding water to achieve flowable, workable concrete. Do not add water to concrete after adding these admixtures to mixture.
 4. Do not add water after truck is more than half empty.
- 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.
 - 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 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 floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
1. Do not place concrete floors and 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. Slope surfaces uniformly to drains where required.
 7. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface.
 8. Do not further disturb slab surfaces before starting finishing operations.

3.7 FINISHING FORMED SURFACES

A. As-Cast Surface Finishes:

1. ACI 301 Surface Finish SF-1.0: As-cast concrete texture imparted by form-facing material.
 - a. Patch voids larger than 1-1/2 inches wide or 1/2 inch deep.
 - b. Remove projections larger than 1 inch.
 - c. Tie holes do not require patching.
 - d. Surface Tolerance: ACI 117 Class D.
 - e. Apply to concrete surfaces not exposed to public view.

2. ACI 301 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 wide or 1/2 inch deep.
 - b. Remove projections larger than 1/4 inch.
 - c. Patch tie holes.
 - d. Surface Tolerance: ACI 117 Class B.
 - e. Locations: Apply to concrete surfaces exposed to public view, to receive a rubbed finish, or to be covered with a coating or covering material applied directly to concrete.

B. Rubbed Finish: Apply the following to as cast surface finishes where indicated on Drawings:

1. Smooth-Rubbed Finish:

- a. Perform no later than one day after form removal.
- b. Moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture.
- c. If sufficient cement paste cannot be drawn from the concrete by the rubbing process, use a grout made from the same cementitious materials used in the in-place concrete.

C. 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, restraighening, 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 restraighening until surface is left with a uniform, smooth, granular texture and complies with ACI 117 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 power-driven trowel.
2. Continue troweling passes and restraighen until surface is free of trowel marks and uniform in texture and appearance.

3. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
 4. Do not add water to concrete surface.
 5. Do not apply hard-troweled finish to concrete, which has a total air content greater than 3 percent.
 6. Apply a trowel finish to surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.
 - a. For fiber reinforced concrete, to provide consolidation and bury surface fibers, open slab surfaces to be struck off with a vibrating screed or laser screed. Where a laser screed is used, adjust the magnitude of vibration and control the speed of the refracting leveling head to ensure adequate consolidation of the concrete and embedment of the fibers. Magnesium floats in the form of a bullfloat, channel radius float, or highway straightedge to be used to establish a surface and close tears or open areas. Do not use wood floats.
 7. Finish surfaces to the following tolerances, in accordance with ASTM E1155, for a randomly trafficked floor surface:
 - a. Slabs on Ground:
 - 1) Finish and measure surface so gap at any point between concrete surface and an unleveled, freestanding, 10-ft.-long straightedge resting on two high spots and placed anywhere on the surface does not exceed 1/4 inch.
 - D. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces where ceramic or quarry tile is to be installed by either thickset or thinset method. While concrete is still plastic, slightly scarify surface with a fine broom perpendicular to main traffic route.
 1. Coordinate required final finish with Architect before application.
 2. Comply with flatness and levelness tolerances for trowel-finished floor surfaces.
 - E. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and locations indicated on Drawings.
 1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route.
 2. Coordinate required final finish with Architect before application.
- 3.9 INSTALLATION OF MISCELLANEOUS CONCRETE ITEMS
- A. Filling In:
1. Fill in holes and openings left in concrete structures after Work of other trades is in place unless otherwise indicated.
 2. Mix, place, and cure concrete, as specified, to blend with in-place construction.
 3. Provide other miscellaneous concrete filling indicated or required to complete the Work.

- B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.
- C. Equipment Bases and Foundations:
 - 1. Coordinate sizes and locations of concrete bases with actual equipment provided.
 - 2. Construct concrete bases 6 inches high unless otherwise indicated on Drawings, and extend base not less than 6 inches in each direction beyond the maximum dimensions of supported equipment unless otherwise indicated on Drawings, or unless required for seismic anchor support.
 - 3. Minimum Compressive Strength: 4000 psi at 28 days.
 - 4. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 24-inch centers around the full perimeter of concrete base.
 - 5. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base and anchor into structural concrete substrate.
 - 6. Prior to pouring concrete, place and secure anchorage devices.
 - a. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - b. Cast anchor-bolt insert into bases.
 - c. Install anchor bolts to elevations required for proper attachment to supported equipment.

3.10 CONCRETE CURING

- A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
 - 1. Comply with ACI 301 and ACI 306.1 for cold weather protection during curing.
 - 2. Comply with ACI 301 and ACI 305.1 for hot-weather protection during curing.
 - 3. Maintain moisture loss no more than 0.2 lb/sq. ft. x h, calculated in accordance with ACI 305.1, before and during finishing operations.
- B. Curing Formed Surfaces: Comply with ACI 308.1 as follows:
 - 1. Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces.
 - 2. Cure concrete containing color pigments in accordance with color pigment manufacturer's instructions.
 - 3. If forms remain during curing period, moist cure after loosening forms.
 - 4. If removing forms before end of curing period, continue curing for remainder of curing period, as follows:
 - a. Continuous Fogging: Maintain standing water on concrete surface until final 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.
 - e. Membrane-Forming Curing Compound: Apply uniformly in continuous operation by power spray or roller in accordance with manufacturer's written instructions.
 - 1) Recoat areas subject to heavy rainfall within three hours after initial application.
 - 2) Maintain continuity of coating and repair damage during curing period.
- C. Curing Unformed Surfaces: Comply with ACI 308.1 as follows:
- 1. Begin curing immediately after finishing concrete and applying penetrating liquid floor treatment.
 - 2. Interior Concrete Floors:
 - a. 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.
 - b) Maintain absorptive cover water saturated, and in place, for duration of curing period, but not less than seven days.
 - 2) 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.

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. Finish concrete, saw-cut control joints
 - 2. Remove oil, dirt, laitance, and other contaminants and complete surface repairs.
 - 3. Apply liquid with sprayer with single coat to wet surface without producing puddles.
 - 4. Spread product with microfiber pad evenly. Do not spread once drying begins, do not scrub. Surface should remain wet for 5 to 10 minutes.
 - 5. Allow liquid to dry.

6. Uniformly apply the manufacturer's recommended penetrating reactive treatment protection product to hardened concrete by spray in accordance with manufacturer's written instructions.
7. Immediately initiate the specified curing procedure.
8. After curing is complete, use an automatic floor scrubber equipped with cleaning pads or brushes appropriate for removal of accumulated construction soiling and surface residues. Avoid pads or brushes which may damage the finished floor.

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 one month.
 2. Do not fill joints until construction traffic has permanently ceased.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joints clean and dry.
- C. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches deep in formed 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 Architect.
 2. Remove and replace concrete that cannot be repaired and patched to Architect'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 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 in any dimension to solid concrete.
 - a. Limit cut depth to 3/4 inch.
 - 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.
 - b. 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 Architect.

D. Repairing Unformed Surfaces:

1. Test unformed surfaces, such as floors and slabs, for finish, and verify surface tolerances specified for each surface.
 - a. Correct low and high areas.
 - b. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
2. Repair finished surfaces containing surface defects, including spalls, popouts, honeycombs, rock pockets, crazing, and cracks in excess of 0.01 inch 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.
4. Correct localized low areas during, or immediately after, completing surface-finishing operations by cutting out low areas and replacing with patching mortar.
 - a. Finish repaired areas to blend into adjacent concrete.
5. Correct other low areas scheduled to receive floor coverings with a repair underlayment.
 - a. Prepare, mix, and apply repair underlayment and primer in accordance with manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
 - b. Feather edges to match adjacent floor elevations.
6. Correct other low areas scheduled to remain exposed with repair topping.
 - a. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations.
 - b. Prepare, mix, and apply repair topping and primer in accordance with manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
7. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete.
 - a. Remove defective areas with clean, square cuts, and expose steel reinforcement with at least a 3/4-inch clearance all around.
 - b. Dampen concrete surfaces in contact with patching concrete and apply bonding agent.
 - c. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate.
 - d. Place, compact, and finish to blend with adjacent finished concrete.

- e. Cure in same manner as adjacent concrete.
- 8. Repair random cracks and single holes 1 inch or less in diameter with patching mortar.
 - a. Groove top of cracks and cut out holes to sound concrete, and clean off dust, dirt, and loose particles.
 - b. Dampen cleaned concrete surfaces and apply bonding agent.
 - c. Place patching mortar before bonding agent has dried.
 - d. Compact patching mortar and finish to match adjacent concrete.
 - e. Keep patched area continuously moist for at least 72 hours.
- E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.
- F. Repair materials and installation not specified above may be used, subject to Architect's approval.

3.15 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a special inspector to perform field tests and inspections and prepare testing and inspection reports.
- B. Testing Agency: Owner will engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
 - 1. Testing agency to be responsible for providing curing container for composite samples on Site and verifying that field-cured composite samples are cured in accordance with ASTM C31/C31M.
 - 2. Testing agency to immediately report to Architect, Contractor, and concrete manufacturer any failure of Work to comply with Contract Documents.
 - 3. Testing agency to report results of tests and inspections, in writing, to Owner, Architect, Contractor, and concrete manufacturer within 48 hours of inspections and tests.
 - a. Test reports to include reporting requirements of ASTM C31/C31M, ASTM C39/C39M, and ACI 301, including the following as applicable to each test and inspection:
 - 1) Project name.
 - 2) Name of testing agency.
 - 3) Names and certification numbers of field and laboratory technicians performing inspections and testing.
 - 4) Name of concrete manufacturer.
 - 5) Date and time of inspection, sampling, and field testing.
 - 6) Date and time of concrete placement.
 - 7) Location in Work of concrete represented by samples.
 - 8) Date and time sample was obtained.
 - 9) Truck and batch ticket numbers.
 - 10) Design compressive strength at 28 days.
 - 11) Concrete mixture designation, proportions, and materials.
 - 12) Field test results.

- 13) Information on storage and curing of samples before testing, including curing method and maximum and minimum temperatures during initial curing period.
 - 14) Type of fracture and compressive break strengths at seven days and 28 days.
- C. 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.
- D. Inspections:
1. Headed bolts and studs.
 2. Verification of use of required design mixture.
 3. Concrete placement, including conveying and depositing.
 4. Curing procedures and maintenance of curing temperature.
- E. Concrete Tests: Testing of composite samples of fresh concrete obtained in accordance with 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., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
 - a. When frequency of testing provides 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.
 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.
 - b. Perform additional tests when concrete consistency appears to change.
 3. Air Content: ASTM C231/C231M pressure method, for normal-weight concrete.
 - a. One test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 4. Concrete Temperature: ASTM C1064/C1064M:
 - a. One test hourly when air temperature is 40 deg F and below or 80 deg F and above, and one test for each composite sample.
 5. Compression Test Specimens: ASTM C31/C31M:
 - a. Cast and laboratory cure six (6) 6-inch by 12-inch or 4-inch by 8-inch cylinder specimens for each composite sample.
 6. Compressive-Strength Tests: ASTM C39/C39M.

- a. Test two standard cured specimens at 7 days, three specimens at 28 days, and retain one specimen for testing at 56 days as deemed necessary by Engineer.
 - b. 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. Test for workability and air content of each synthetic fiber reinforced concrete mixture composite sample taken according to ASTM C172 (except that wet-sieving is not permitted) and whenever consistency of concrete appears to vary, according to ASTM C 1116.
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 if specified compressive strength is 5000 psi, or no compressive strength test value is less than 10 percent of specified compressive strength if specified compressive strength is greater than 5000 psi.
9. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
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 Architect.
 - 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 Architect.
 - 1) Acceptance criteria for concrete strength to be in accordance with ACI 301, 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.

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 033020 - CONCRETE SLABS ON GRADE AND METAL DECK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of contract, including general and supplementary conditions and Division 1 specification sections, apply to this section.
- B. Section 033000: Cast-In-Place Concrete.

1.2 DESCRIPTION OF WORK

- A. This section supplements Section 033000: Cast-In-Place Concrete, with specific emphasis on concrete slabs supported on grade and metal deck. The general requirements of Section 033000 pertain to this section unless otherwise specified in this section.

1.3 QUALITY ASSURANCE

- A. Reference Standards:
 - 1. ACI 302 "Guide for Concrete Floor and Slab Construction."
- B. Hold a slab preconstruction meeting at least 14 days prior to initial planned date of slab placement. Discussion shall include subbase preparation, reinforcing and dowel placement, slab joints, concrete mix designs, and procedures for concrete placement, finishing, curing, and protection. Attendees shall include Contractor, Placement Subcontractor, Concrete Supplier, Special Inspector, Testing Agency, Engineer, and Architect.
 - 1. If embedments such as conduit and pipe are to be embedded in slabs on metal deck, the installing Contractor shall also attend the slab preconstruction meeting.
- C. Provide protection from precipitation for vapor retarder and slab subbase prior to slab-on-grade placement. Provide curing and protection of concrete slabs in accordance with Section 3.15.

1.4 SPECIAL INSPECTIONS

- A. Refer to Specification Section 014533 and Schedule of Special Inspections.

1.5 MATERIAL EVALUATION/QUALITY CONTROL

- A. Contractor shall secure services of company field advisor from manufacturer of water vapor-reducing admixtures (WVRA) and concrete surface treatment products, including sealers, hardeners, sealants, and finishes. Field advisor shall be certified in writing by manufacturer to be

technically qualified in product installation. Personnel involved solely in sales do not qualify. Field advisor shall be present at beginning of installation of product and as required during duration of project for the purpose of:

1. Render technical assistance to Contractor regarding installation procedures of product to satisfy warrantee or guarantee requirements.
 2. Provide specialized training in use of product to Contractor's personnel.
 3. Verify surface preparation procedures and suitable substrates for material application.
 4. Verify proper mixing proportions and procedures for product.
 5. Verify proper temperature and other environmental controls.
 6. Verify proper tools and application procedures.
 7. Verify proper curing and protection of installed product.
 8. Familiarize Contractor/Owner/Architect/Engineer with entire system, including inspection techniques.
 9. Answer questions that arise.
- B. Field advisor shall prepare a written report summarizing information listed above. Submit report to Special Inspector, Contractor, Owner, Architect, and Engineer.
- C. Contractor shall be responsible for expenses of field advisor and verifying credentials of advisor.
- D. Contractor shall be responsible for the cost of any special procedures required by the manufacturer of WVRA to allow for the placement of slab finishes in advance of the specified minimum time period.
- E. WVRA manufacturer's warranty shall include:
1. Term: Minimum of 10 years.
 2. Repair and/or removal of failed flooring.
 3. Placement of topical moisture remediation system.
 4. Replacement of flooring materials equal to quality of original installation including material and labor.

1.6 SUBMITTALS

- A. Comply with Section 033000.
- B. Submit option for slab placement (see Part 3 of this section) and layout of slab joints.
- C. Prior to slab placement, submit to Special Inspector and Engineer for information only, a written protection program for vapor retarder, slab subbase, slab on grade, and slab on metal deck.

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT AND ACCESSORIES

- A. Reinforcement: ASTM A 615, Grade 60 for uncoated deformed bars.

1. ASTM A 775 for epoxy-coated, deformed bars.
 2. Coatings (epoxy or zinc) applied after fabrication and bending.
- B. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating; compatible with epoxy coating on reinforcement and complying with ASTM A 775.
- C. Zinc Repair Material: ASTM A 780, zinc-based solder, paint containing zinc dust, or sprayed zinc.
- D. Supports for Reinforcement: Use wire bar-type supports complying with CRSI specifications. For slabs on grade, use chairs with sand plates or horizontal runners where base material will not support chair legs.
1. Concrete bricks may be used to support reinforcing for slabs on grade.
 - a. Do not use clay bricks.
 - b. Do not use bricks to support epoxy-coated or galvanized reinforcing.
 - c. Do not use bricks to support reinforcing for slabs on metal deck.
 2. Supports for epoxy-coated reinforcing shall be either wire bar-type coated with epoxy, plastic, or vinyl compatible with concrete for minimum distance of 2 inches from point of contact with reinforcing or all plastic-type.
 3. Supports for galvanized reinforcing shall be either galvanized wire bar-type or all plastic-type.
 4. Finish (epoxy-coated or galvanized) for supports formed from reinforcing bars shall match finish of supported reinforcing.
- E. Minimum 16-gauge annealed tie wire, ASTM A 82.
- F. Deformed-Steel Wire: ASTM A 496/A 496M.
- G. Epoxy-Coated Wire: ASTM A 884/A 884M, Class A, Type 1 coated, plain steel wire, with less than 2 percent damaged coating in each 12-inch wire length.
1. Provide coated wire ties for use with epoxy-coated or galvanized bars. Acceptable coatings include epoxy, nylon, or vinyl. Galvanized wire ties may be used with galvanized bars. Do not use plain wire ties.
- H. Galvanized-Steel Welded Wire Reinforcement: ASTM A 185, plain, fabricated from galvanized-steel wire into flat sheets. Size as noted in Drawings.

2.2 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150. Type II or Type I/II only, or ASTM C595, Type III.
- B. Fly Ash: ASTM C 618, Type F, with loss on ignition of less than 6 percent.
- C. Ground-Granulated, Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.

- D. Water: ASTM C 94, clean, fresh, drinkable.
- E. Aggregates: NYSDOT-approved, Section 703-02 (normal weight), one source and as herein specified.

1. Fine Aggregate: Coarse, clean, sharp, uniformly graded natural sand free of loam, clay, lumps or other deleterious substances. Less than 10 percent passing No. 100 sieve and less than 3 percent passing No. 200 sieve.
2. Coarse Aggregate for Slabs on Grade: Uniformly graded to 1 1/2 inches, clean, processed, crushed stone with low absorption and free of flat/elongated particles. NYSDOT-approved, size 3A gravel can be used to meet large diameter requirement. Gradation similar to blended NYSDOT Type CA 2 and size 1A or ASTM C 33 Type 57 and Type 8, blended and modified as follows:

Sieve Size	Percent Passing
1 inch	95 to 98.5
3/4 inch	75 to 94
1/2 inch	25 to 50
3/8 inch	10 to 25
No. 4	0 to 10

3. Coarse Aggregate for Slabs on Metal Deck: Uniformly graded to 1 1/2-inches, clean, processed, crushed stone obtained from quarried bedrock with low absorption and free of flat/elongated particles. NYSDOT-approved, size 3A gravel can be used to meet large diameter requirement. Gradation similar to blended NYSDOT Type CA 2 and size 1A or ASTM C 33 Type 57 and Type 8, blended and modified as follows:

Sieve Size	Percent Passing
1 inch	95 to 100
3/4 inch	82 to 94
1/2 inch	40 to 68
3/8 inch	20 to 44
No. 4	0 to 10

4. Lightweight Coarse Aggregate for Slabs on Metal Deck: ASTM C 330, Size 3/4-inch to No. 4. Dry unit weight of concrete shall be a maximum 120 pcf from a batch weight of 120 to 124 pcf, presoaked to achieve a damp condition according to ACI 211.2; limit shrinkage to 0.03 percent at 28 days.

2.3 ADMIXTURES

- A. Air Entraining: ASTM C 260.
- B. Set-Control Admixtures: Not permitted.
- C. Calcium Chloride: Not permitted.

- D. Water-Reducing Admixture: “Eucon WR-75” or “Eucon WR-91” by Euclid Chemical Co.; “MasterPozzolith 200” by Master Builders; or “Plastocrete 161” by Sika Chemical Corp. Admixture shall conform to ASTM C 494, Type A, and not contain more chloride ions than in municipal drinking water.
- E. Mid-to-High Range Water Reducer/Finish Enhancer: “MasterPolyheed 997” by Master Builders; “Sikament 686” by Sika Chemical Corp; or accepted equivalent. Admixture shall conform to ASTM C 494 Type A and F and not contain more chloride ions than in municipal drinking water.
- F. Integral Water Vapor-Reducing Admixture (WVRA): Sodium silicate admixtures by “Vapor Lock; “MVRA-CPS ADMIX” by Barrier One Concrete Admixtures; “MVRA 900” by ISE LOGIK; with the following minimum performance:
 - 1. Water Vapor Transmission: Maximum 0.03 US perms per ASTM E 96.
 - 2. Water Proofing: Maximum 1.0×10^{-8} cm/s per ASTM D-5084.

2.4 RELATED MATERIALS

- A. Premolded Joint Filler for Slabs on Grade: Provide resilient and nonextruding, premolded, bituminous fiberboard units complying with ASTM D 1751; 1/2-inch-thick, full slab depth.
- B. Construction Joint Form: Square edge form only. Keyed joint not permitted.
- C. Semi-Rigid Epoxy Joint Filler for Interior Exposed Slabs: At exposed slabs, seal joints with “Sikadur 51SL” by Sika; “Sure Fil J52” by Dayton Superior; “MM-80P” by Metzger/McGuire; “Euco 700” by Euclid Chemical Co.
- D. Semi-Rigid Polyurea Joint Filler for Interior Slabs: At interior slabs to receive broadloom carpet, hardwood, or VCT, seal joints with “Euco QWIKjoint 200” by Euclid Chemical Co.; “Spal-Pro RS 65” by Metzger/McGuire; “Sika Loadflex” by Sika; or accepted equivalent.
- E. Cementitious Joint Filler for Interior Slabs (Self-Leveling Topping): At interior slabs to receive rubber-backed carpet, solid vinyl tile, and for all other floor coverings, seal joints with “Ardex K301” by Ardex; “Fast Setting Floor Resurfacer” by Quikrete; “Level-X52” by Edison Coatings; “SLT-HS” by Raeco; or accepted equivalent.
- F. Polyurethane Joint Sealant for Exterior Slabs: “Sikaflex-2c SL” by Sika; “MasterSeal SL2” by Master Builders; “Eucolastic 2 SL” by Euclid Chemical Co.; “Urexpan NR-200” by Pecora Corporation; or accepted equivalent.
- G. Absorptive Cover: Burlap cloth made from jute or kenaf, weighing approximately 9 ounces a square yard and complying with AASHTO M 182, Class 2.
- H. Curing-Sheet Materials: ASTM C 171; waterproof paper, polyethylene film, or polyethylene-coated burlap.
 - 1. For slabs exposed to view, provide one of the following or accepted equivalent:
 - a. “HydraCure S16” by PNA Construction Technologies.

b. “UltraCure NCF/SUN” by McTech Group.

- I. Penetrating Exterior Anti-Spalling Sealer: “Euco-Guard 100” by Euclid Chemical Co. (mixed to 17.5 percent concentration); “MasterProtect H400” by Master Builders; “Aquapel Plus” by L&M Construction Chemicals; or accepted equivalent.
- J. Evaporation Retarder: Monomolecular, film-forming compound applied to exposed concrete slab surfaces for temporary protection from rapid moisture loss. “Aquafilm J74RTU” by Dayton Superior; “Eucobar” by Euclid Chemical Co.; “MasterKure ER 50” by Master Builders, Inc.; or accepted equivalent.
- K. Crack Repair Material: For cracks smaller than 1/8 inch, use “Sika Pronto 19” methacrylate by Sika; “Rapid Refloor” polyurea by Metzger McGuire; or accepted equivalent. For cracks greater than 1/8 inch, use specified joint filler material.
- L. Hardener: “MasterKure HD 300WB” by Master Builders, Inc.; or accepted equivalent for exposed slabs.
- M. Vapor Retarder: Provide vapor retarder cover over prepared subbase where indicated below slabs on grade. Use only materials that are resistant to deterioration when tested in accordance with ASTM E 154 as follows:
 - 1. Polyolefin not less than 15 mils thick, in compliance with ASTM E 1745 Class A and with a perm rating less than 0.02 perms. “Stegowrap 15 mil Class A” by Stego Industries LLC; “Moistop Ultra 15” by Fortifiber Building Products; “Griffolyn 15 Mil Green” by Reef Industries, Inc.; or “Vapor Block 15” by Raven Industries.
 - 2. Provide manufacturer’s-recommended, pressure-sensitive/water-resistant seam tape and mastic for vapor retarder selected.

2.5 PROPORTIONING AND MIX DESIGN

A. Concrete Quality:

Location	Required 28-Day Compressive Strength (psi)	Approximate Cementitious Materials Content (pounds)	Maximum Water/Cement Ratio	Percent Entrained Air
Interior slabs on grade	3,500	530	0.50 (265 pounds maximum total water)	2*
Lightweight interior slabs on metal deck	3,500	611	0.50 (300 pounds maximum total water)	4***

Normal weight exterior slabs on grade and metal deck (Terrace slab) and topping slabs (subject to deicing chemicals)	5,000	658****	0.40	6**

* Do not add air-entraining admixtures. Air entrapment occurs as result of mixing.

** Plus or minus 1.5 percent.

*** Include air-entrainment admixtures in lightweight concrete. Entrained air content shall be 4 percent minimum and 7 percent maximum.

**** Maximum cement content 563 pounds plus 20 percent pozzolans by weight. Minimum cement content 488 pounds plus 20 percent pozzolans by weight.

- B. Slump: 5-inch maximum for normal and mid-range, water-reduced mixes.
- C. Concrete containing a high-range, water-reducing admixture (superplasticizer) shall have maximum slump of 6 inches unless otherwise accepted by Engineer.
- D. Use 564 pounds (6 sacks) maximum of cement for each cubic yard for interior slabs and minimum sand content.
- E. For normal-weight concrete, quantity of coarse aggregate in pounds must be in range of 1.25 to 1.5 times quantity of fine aggregate in pounds. Provide minimum of 1,800 pounds of coarse aggregate for each cubic yard of concrete.
- F. For lightweight concrete, provide minimum 675 pounds of lightweight coarse aggregate (saturated, surface dry) for each cubic yard of concrete.
- G. Pozzolans:
 - 1. Pozzolans may be substituted for cement in normal-weight concrete for interior slabs, including fly ash at a maximum rate of 20 percent by weight or ground-granulated, blast-furnace slag at a maximum rate of 35 percent by weight.
 - 2. Pozzolans shall be used at a rate of 20 percent by weight of total cementitious materials for exterior slabs.
 - 3. Submittals shall include actual mix design, including percentage of pozzolans and test results showing mix meets specified 7-day compressive strength where indicated, 28-day compressive strength, and air content.
 - 4. Protect and heat concrete containing pozzolans during cold-weather conditions. Maintain protection and heat until 70 percent of specified design strength is achieved.
- H. Pumping concrete is permitted only if mix designs specifically prepared and used previously for pumping are submitted. Mix designs not previously used for anticipated pump line lengths shall be tested by Contractor to verify suitability for project before use at site. Pump line shall have 5-inch-minimum inside diameter and be used with 5-inch pumps.
- I. Provide WVRA for interior slabs where indicated in the Drawings.

1. Where not indicated in the Drawings, Contractor has the option to use WVRA for interior slabs. Contractor shall coordinate with floor installer to provide appropriate floor adhesive for attachment to slabs containing WVRA, and shall review the proposed adhesive materials with the Architect. The optional use of WVRA and compatible floor adhesive shall not incur additional cost to the Owner.
2. Comply with Manufacturer's recommended dosage rates and procedures.

PART 3 - EXECUTION

3.1 GENERAL

- A. Examine conditions under which work shall be performed. Do not proceed with work until unsatisfactory conditions are corrected.
- B. Whenever possible, air temperature should be rising after concrete placement. Attempt to schedule slab placements according to favorable weather reports.

3.2 OPTION FOR SLAB PLACEMENT

- A. For placement of slabs that will be exposed in final structure, place construction and contraction joints as shown in drawings or as recommended by ACI 302 if not shown.
- B. For placement of slabs that will be subsequently concealed with an architectural finish material, Contractor has two options. Option 1 is to place slabs with few joints or construction joints only. Option 2 is to place slabs with construction and contraction joint spacings as recommended by ACI 302, "Guide for Concrete Floor and Slab Construction." Contractor shall submit option to be used and joint layout to Architect and Engineer for review.
- C. If Option 1 is selected, shrinkage cracking will likely occur but potential for curling will be reduced. Contractor shall be responsible for repairing cracks and curled areas. If Option 2 is selected, probability of shrinkage cracking will be less but probability of curling will increase. Contractor shall be responsible for repairing cracks and curled areas.

3.3 PRECONCRETE PLACEMENT

- A. Just before concrete placement on grade, slab subbase shall be dry.
- B. Whenever possible, air temperature should be rising after concrete placement. Attempt to schedule slab placements according to favorable weather reports.
- C. Subgrade shall be frost-free.

3.4 EDGE FORMS AND SCREED STRIPS FOR SLABS ON GRADE

- A. Set edge forms, bulkheads, and intermediate screed strips for slabs to obtain required elevations and contours in finished slab surfaces. Provide secure edge forms or screed strips to support strike-off templates or compacting vibrating-type screeds. Wet screeding is not permitted.

3.5 VAPOR RETARDER INSTALLATION

- A. Following placement and compaction of subbase, place vapor retarder sheeting with longest dimension parallel with the direction of slab placement.
- B. Install vapor retarder in accordance with ASTM E 1643, manufacturer's instructions, and as follows:
 - 1. Lap joints 6 inches, and seal vapor retarder joints with manufacturer- recommended seam tape.
 - 2. Extend vapor retarder up walls and penetrations 4 inches minimum.
 - 3. Seal vapor retarder to walls and penetrations with manufacturer-recommended mastic to form continuous barrier.
 - 4. Repair damaged areas by cutting patches of vapor retarder material and placing to overlap damaged areas by 6 inches each side. Seal each side of patch with seam tape.
- C. Remove debris and standing water from vapor retarder prior to slab placement.

3.6 REINFORCEMENT PLACEMENT

- A. Place slab reinforcing one-third of slab thickness below top surface of slabs on grade and 1 inch below top surface of slabs on metal deck. Support reinforcement by metal chairs, runners, bolsters, or concrete brick (slabs on grade only) as required. Stagger brick locations.
- B. Dedicate workers to placement of reinforcement to continuously monitor and adjust reinforcement location during concrete placement.
- C. Touch up damaged epoxy-coated reinforcement in field after placement with epoxy patching material provided by coating manufacturer.

3.7 INSTALLATION OF NON-STRUCTURAL EMBEDDED ITEMS

- A. General: Notify other trades to permit installation of their work and coordinate with requirements of this section. Cooperate with other trades in setting work as required.
- B. Do not embed aluminum items unless coated to prevent galvanic reaction with concrete and steel.
- C. Do not embed conduit or other nonstructural items that are larger than the lesser of the following unless otherwise detailed:
 - 1. One-inch diameter.

2. One-third the thickness of concrete slab above metal deck.
- D. Avoid embedding conduit or other nonstructural items wherever possible. If unavoidable, limit size as noted above and install embedded item following the guidelines below.
1. Space at least 18 inches apart.
 2. Place so nonstructural items do not cross each other.
 3. Provide at least 1-inch concrete cover between items and slab surface. Provide minimum 3/4-inch concrete cover between items and deck, screed angles, edge forms, or reinforcing bars. Do not lay items on deck or reinforcing bars. In exterior slabs, provide at least 1½-inches concrete cover between items and exposed surfaces.
 4. Provide at least 1-inch concrete cover between embedded items and shear connectors in composite beam construction.
 5. Securely position items by wire tying to support chairs.
- E. Items such as trench ducts and electrical floor boxes require special consideration. Known conditions are detailed in drawings. Notify Architect and Engineer of discrepancies or locations not detailed.
- F. Install PVC sleeves at plumbing penetrations. Do not core-drill unless accepted by Engineer. Cut deck after slab has cured 28 days or after slab reaches its design strength.

3.8 ISOLATION JOINTS

- A. Construct isolation joints in slabs at points of contact with vertical surface and elsewhere as indicated.
- B. Use two layers of polyethylene film as bond breaker for slabs on metal deck.

3.9 CONSTRUCTION JOINTS

- A. Locate and install construction joints not shown in drawings so as not to impair strength and appearance of structure as acceptable to Engineer.
- B. Continue half of bar reinforcement through construction joints in concealed slabs and slabs on metal deck.
1. If Contractor chooses to cut reinforcement for slabs on grade after placement, protect the vapor retarder and use cutting method which will not result in damage to the vapor retarder. Thermal cutting of reinforcement after placement is not permitted.
 2. Contractor shall repair damage to vapor retarder prior to slab on grade placement.

3.10 CONTRACTION JOINTS

- A. Saw cut contraction joints as soon as possible after finishing, generally within 4 to 16 hours. Make sample cut to determine if concrete surface is firm enough so it is not torn or damaged by blade.

- B. Use soft-cut contraction joints.
 - 1. For slabs on grade, depth of cut shall be one-fifth of slab thickness with minimum of 1 inch.
 - 2. For slabs on metal deck, depth of cut shall be one-fifth of slab cover over metal deck, with maximum depth of $\frac{3}{4}$ inch.
- C. Obtain permission from Engineer if diamond blade cutting is to be used.
- D. Continue half of bar reinforcement through contraction joints in concealed slabs and slabs on metal deck.
 - 1. If Contractor chooses to cut reinforcement for slabs on grade after placement, protect the vapor retarder and use cutting method which will not result in damage to the vapor retarder. Thermal cutting of reinforcement after placement is not permitted.
 - 2. Contractor shall repair damage to vapor retarder prior to slab placement.

3.11 PLACING CONCRETE SLABS

- A. Maximum of 2 1/2 gallons for each cubic yard of total mix design water can be added in field. Water must be added prior to discharging and testing concrete. At no time shall total water exceed amount listed in accepted mix design.
- B. Slabs on Grade:
 - 1. Use strip pour methods and mechanical vibratory screed whenever possible.
 - 2. Deposit and consolidate concrete in continuous operation within limits of construction joints until placing of panel or section is complete.
 - 3. Consolidate concrete during placing operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
 - 4. Bring slab surfaces to correct level with a straightedge and strike off. Uniformly slope to drains. Use darbies to smooth surface, leaving it free of humps or hollows. Do not sprinkle water or portland cement on plastic surface. Do not disturb slab surfaces before beginning finishing operations.
 - 6. Maintain reinforcement in proper position during concrete placement operations. See requirements for reinforcement placement.
 - 7. Slab thicknesses shown in drawings are minimum allowable. Maximum allowable thickness shall be 1 inch greater than specified thickness.
 - 8. For floor areas with drains, Contractor shall be responsible for finishing concrete slabs to proper elevations to ensure surface moisture will drain freely to floor drains and no puddle areas exist. Reference elevations shown in drawings.
 - 9. Cost of corrections to provide for positive drainage shall be the responsibility of Contractor.
- C. Slabs on Metal Deck:
 - 1. Place concrete in direction opposite to direction metal deck sheets were placed.
 - 2. Deposit and consolidate concrete in continuous operation within limits of construction joints until placing of panel or section is completed.

3. During placement, avoid overloading metal deck or supporting structural members.
4. Consolidate concrete during placing operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
5. Bring slab surfaces to correct level with straightedge and strike off. Use bull floats or darbies to smooth surface, leaving it free of humps or hollows. Do not sprinkle water on plastic surface. Do not disturb slab surfaces before beginning finishing operations.
6. Maintain reinforcement in proper position during concrete placement operations. See requirements for reinforcement placement.
7. For floor areas with drains, Contractor shall be responsible for finishing concrete slabs to proper elevations to ensure surface moisture will drain freely to floor drains and no puddle areas exist. Reference elevations shown in drawings.
8. Cost of corrections to provide for positive drainage shall be responsibility of Contractor.
9. Steel floor structure will deflect under weight of wet concrete. Placement of additional concrete may be required after initial wet screeding. Where indicated, camber will reduce but not eliminate need for placing additional concrete. Place varying-thickness concrete slab to maintain required finished-floor elevation. Placement sequence and joint locations are critical and shall be reviewed at slab preconstruction meeting.

3.12 SLAB FINISHES

- A. Float Finish: Apply power float finish to slab surfaces that will subsequently be trowel finished or covered with waterproofing membrane. After screeding, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating using float blade or float shoes when surface water has disappeared, when concrete has stiffened sufficiently to permit operation of power-driven floats, or both. Consolidate surface with power-driven floats or by hand-floating if area is small or inaccessible to power units. Check and level surface plane to overall tolerances of F_F 18 and F_L 13, and minimum local tolerances of F_F 13 and F_L 10. Cut down high spots and fill low spots. Uniformly slope surface to drains. Immediately after leveling, refloat surface to a uniform, smooth, granular texture.
- B. Trowel Finish: Apply trowel finish to monolithic slab surfaces to be exposed to view and slab surfaces to be covered with resilient flooring, carpet, ceramic or quarry tile, paint, or other thin-film finish-coating system. After floating, begin first trowel-finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation. Surface shall be free of trowel marks, uniform in texture and appearance, and leveled to an overall tolerance of F_F 25 and F_L 20 and minimum local tolerance of F_F 17 and F_L 13 for carpet and ceramic or quarry tile finishes and overall tolerance of F_F 35 and F_L 25 and minimum local tolerance of F_F 25 and F_L 17 for exposed slabs and other finishes. Grind smooth surface defects that would telegraph through applied floor-covering system. Exposed surfaces are to be overtrowelled to "burn" surface to a dense, hard, dark finish.
 1. Where test sample area includes multiple floor finishes, more stringent tolerances shall apply to entire test sample area.
- C. Trowel and Fine Broom Finish: Where ceramic or quarry tile is to be installed with thin-set mortar, apply trowel finish as specified and immediately follow with fine brooming to slightly scarify surface.

- D. Nonslip Broom Finish for Slabs on Grade: Apply nonslip, heavy broom finish to exterior concrete slab surfaces. Immediately after trowel finishing, roughen concrete surface by brooming with fiber bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.
- E. Delay finishing as long as possible. Allow bleed water to evaporate before finishing.
- F. Finish slabs to specified tolerances given. Patching low spots shall not be permitted. Perform grinding as soon as possible, preferably within 3 days, but not until concrete is sufficiently strong to prevent dislodging coarse aggregate particles.

3.13 COLD-WEATHER CONCRETING

- A. Comply with Section 033000.
- B. Provide temporary heat with vented heaters only.
- C. Use foggers to maintain humidity at 50 percent minimum.

3.14 HOT-WEATHER CONCRETING

- A. Comply with Section 033000.

3.15 CURING AND PROTECTION

- A. Protect freshly placed slabs from premature drying and excessive cold or hot temperature. Maintain without drying at a relatively constant temperature for time period necessary for cement hydration and proper hardening.
- B. Cure exterior slabs completely by moist-curing using burlap absorptive cover, soaker hoses, and ponding for at least 7 days. Place absorptive cover to provide coverage of concrete surfaces and edges, with 4-inch lap over adjacent absorptive covers. Avoid rapid drying at end of curing period. Allow absorptive cover to remain an additional 3 days.
- C. Cure interior slabs by sheet-curing by covering slabs with curing sheet material for 7 days minimum. Avoiding rapid drying at end of curing period. Place curing cover in widest practicable width with sides and ends lapped at least 3 inches and sealed with waterproof tape or adhesive. Immediately repair holes or tears in cover during curing period.
- D. Do not allow foot or other traffic over slabs during 7-day curing period.
- E. Cure slabs or pads 14 days minimum before placing equipment.
- F. Provide protection for concrete slabs from direct exposure to sun, wind, precipitation, and excessive cold or hot temperatures lasting from concrete placement until the building is enclosed and conditioned.

1. Protect the slab surface and slab openings from exposure to water; this includes water from construction activities and precipitation.
2. Contractor shall be responsible for cost of repairing slab defects and moisture issues resulting from deficient protection methods.
3. One method of protection is installing exterior walls, roof membrane and roof drains prior to installing vapor retarder, slab subbase, slab on grade, and slab on deck.

G. Interior Nonexposed Slabs:

1. Place finish toppings, coatings, tile, and other materials to be bonded to slabs when the following have been satisfied:
 - a. Slabs have cured minimum of 90 days.
 - b. Acceptable moisture vapor emission and alkalinity test results have been achieved.
 - c. Acceptable 72-hour Bond Test results have been achieved. Bond test by floor finish installer.

H. Interior Exposed Slabs:

1. Apply two coats of hardener after slabs have cured 28 days minimum at rate of 100 square feet/gallon in accordance with manufacturer's recommendations.

I. Exterior Slabs:

1. Apply penetrating exterior anti-spalling sealer to exterior concrete slabs, walks, platforms, steps, ramps, and curbs according to manufacturer's directions.

3.16 JOINT SEALANT

- A. Install joint sealant in exposed construction, isolation, and contraction joints in accordance with manufacturer's recommendations.
- B. Clean joints thoroughly before applying sealant.
- C. Apply sealant after slabs have cured 90 days minimum.

3.17 REPAIR OF SURFACES

- A. Contractor shall be responsible for cost of repairing slab defects.
- B. Test surfaces for flatness and level tolerances. Test uniform surfaces sloped to drain for trueness of slope.
- C. Correct flatness and levelness defects by grinding or removing and replacing slab. Patching low spots not permitted. Repair areas shall be remeasured and accepted by Owner.
- D. Repair cracks only when slab is more than 90 days old. Use crack repair material. For cracks over 1/8 inch, fill crack with oven-dried sand prior to application of crack repair material as

recommended by manufacturer. Contractor has option to remove and rebuild areas of cracking. Mask cracks to limit crack repair material to crack only.

- E. Repair curling only when slab is more than 90 days old.
- F. Curling at slab edges exceeding 1/8 inch when measured with a 10-foot straightedge shall be made level by grinding or planing. Locate straightedge with its end at the slab edge, and measure space between straightedge and slab.
- G. If curling exceeds 1/4 inch, level slab by grinding or planing as stated above. In addition, core-drill slab 10 inches from joint at 2 foot intervals, alternating on each side of joint, and inject nonshrink grout to fill void beneath slab.
- H. Repair edge spalls occurring from shrinkage cracking or from Contractor's operations with methods acceptable to Engineer.

END OF SECTION 033020 (02/21)

SECTION 033543 - POLISHED CONCRETE FINISHING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Stain materials.
2. Liquid floor treatments.
3. Polished concrete surface finish requirements.

B. Related Requirements:

1. Section 033000 "Cast-in-Place Concrete" for new concrete designed for polished concrete finishing, including concrete materials, mixture design, placement procedures, initial finishing, and curing.

1.2 DEFINITIONS

- A. Aggregate Exposure Class: Visual observation of polished floor aggregate surface exposure area after grinding and polishing operations. Aggregate exposure class ranges are A, B, and C.
- B. Design Reference Sample: Sample designated by Architect in the Contract Documents that reflects acceptable surface quality and appearance of polished concrete.
- C. Distinctness of Image (DOI): The distinctness (clarity) of images reflected by the glossy coating surface appearance of the polished concrete finish appearance levels. The transmission of this reflection is measured in accordance with ASTM D5767.
- D. Haze: The cloudiness or milky appearance of images from objects produced by reflection in a polished concrete surface. The measurement of this appearance is defined in accordance with ASTM D4039. The test method reading is put into a calculation resulting in a Haze Index value.
- E. Specular Gloss: A reflectance value determined by a single measurement of gloss from shining a known amount of light at a surface within a specific angle of illumination in accordance with ASTM D523.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at site.

1. Before submitting design mixtures, review concrete design mixture and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with polished concrete to attend, including the following:
 - a. Contractor's superintendent.
 - b. Independent testing agency responsible for concrete design mixtures.
 - c. Ready-mix concrete manufacturer.
 - d. Cast-in-place concrete subcontractor.
 - e. Polished concrete finishing subcontractor.
 - f. Architect.
 - g. Owner's representative.
2. Review concrete slab design for compressive strength, flatness and levelness, cold- and hot-weather concreting procedures, curing procedures, sequencing, construction joints, concrete repair procedures, concrete finishing, polished concrete appearance and aggregate exposure requirements, polished concrete mockups, and protection of polished concrete.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Polishing Schedule: Submit plan showing polished concrete surfaces and schedule of polishing operations for each area of polished concrete before start of polishing operations. Include locations of all joints, including construction joints.
- C. Samples for Initial Selection: Manufacturer's standard color sheets, showing full range of available colors for each type of product requiring color selection.
- D. Samples for Verification: Actual sample of finished products for each type of exposed color.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications:
 1. An installer experienced in performing polished concrete finishing with a minimum of five previous projects similar in material, design, and extent to that indicated for this Project.
 2. Trained and certified by manufacturer of polished concrete system materials.
 3. Concrete Polishing Craftsman of the Concrete Polishing Council.
- B. Polished Concrete Standards: Comply with ACI 310.1.

1.6 MOCKUPS

- A. Build mockups **10 by 10 ft (3.05 by 3.05 m)** to verify selections made under Sample submittals and to demonstrate typical joints, surface finish, tolerances, and standard of workmanship. Build

mockups to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in the location of the Work and of the size indicated or, if not indicated, as directed by Architect for newly placed concrete.
2. Demonstrate surface preparation, coloring, pattern, curing, tested aggregate exposure, tested polish appearance, sealing and protecting of polished concrete.
3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Owner specifically approves such deviations by Change Order.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
5. Remove rejected mockups.

1.7 FIELD CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as needed for other construction activities.
- B. Ambient Conditions: Ensure installation location and Project ambient conditions comply with manufacturers written instructions.

PART 2 - PRODUCTS

2.1 LIQUID FLOOR TREATMENTS

- A. Penetrating Liquid Floor Treatments for Polished Concrete Finish: Clear liquid materials for the applications of cleaning solutions, densifiers, and sealers that strengthen or protect polished concrete surfaces.
 1. Manufacturers: Subject to compliance with requirements, provide products from one of the following:
 - a. Prosoco
 - b. Dayton Superior
 - c. H&C Concrete Sealers
 2. Basis of Design:
 - a. Penetrating concrete hardener/densifier: Prosoco Consolideck LS
 - b. Solvent Based Clear Sealer: Prosoco Consolideck Concrete Protector SB

2.2 POLISHED CONCRETE SURFACE FINISH REQUIREMENTS

- A. Aggregate Exposure Class: Class B Fine Aggregate 85 to 95 percent fine aggregate; 5 to 15 percent blend of fines and coarse aggregate.

- B. Polish Concrete Appearance Levels: Level 2: Satin (Honed) up to 200- to 400-grit polish; DOI 10 to 39; Haze Reading less than 10; Reflective Sheen: Low to medium.
- C. Slip Resistance: Minimum Dynamic Coefficient of Friction (DCOF) of 0.42. Provide required slip resistance based on final gloss level and determined by the Concrete Polishing Council.

2.3 ACCESSORIES

- A. Repair Materials: As recommended in writing by manufacturer to repair and fill cracks, and repair surfaces compatible with polishing materials.
- B. Water: Potable.
- C. Cleaning Agents: As recommended in writing by manufacturer.

2.4 POLISHING EQUIPMENT

- A. Equipment and Supplies: Provide equipment and supplies, not limited to, the concrete grinding and concrete polisher equipment, tooling and polishing diamonds for the polished concrete finishing Work.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that concrete substrates are acceptable for grinding, polishing and product installation as recommended by manufacturer.
- B. Do not begin Work until unsatisfactory conditions have been addressed and corrected.

3.2 PREPARATION

- A. Verify that concrete substrate preparation is in accordance with manufacturer's written instructions.
- B. Clean surfaces free of dust, dirt and other contaminants incompatible with liquids applied products and polishing.
- C. Clean and seal cracks as recommended by manufacturer.
- D. Prepare, clean and fill joints with joint filler as recommended in writing by manufacturer.
- E. Clean surface completely of any dust with cleaning solution as recommended in writing by manufacturer.

3.3 APPLICATION

- A. Machine grind floor surfaces progressively to receive aggregate and polish appearance levels indicated to match approved mockup.
- B. Apply sealers to polished concrete in polishing sequence and in accordance with manufacturers' written instructions.
- C. Continue progressively polishing to aggregate and polish appearance levels to match approved mockup for final finish appearance.
- D. Visually inspect to remove defects and repolish areas that are defective. Repolish those areas that do not meet specified aggregate and polish levels per approved mockup.
- E. Complete edges of floor finish that adjoins surrounding floor areas in a sharp and clean manner.
- F. Neutralize and clean polished floor surfaces.

3.4 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing and inspecting agency to perform tests at three random locations for areas up to 100 sq. ft. (465 sq. m) and inspections and to submit reports.
- B. Measure polish specular gloss level, DOI, and haze as specified; repolish if required to achieve Project requirements.
- C. Verify aggregate exposure as specified. Machine surfaces if required to achieve Project requirements.
- D. Verify compliance of slip resistance to comply with specified slip-resistance rating.
- E. Prepare test and inspection reports.

3.5 CLEANING AND PROTECTION

- A. Control and dispose of waste products produced by grinding and polishing operations.
- B. Protect installed polished concrete surfaces from damage during construction in accordance with manufacturer's written instructions.

END OF SECTION 033543

SECTION 042000 - UNIT MASONRY

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. Concrete masonry units.
2. Clay face brick.
3. Mortar and grout.
4. Steel reinforcing bars.
5. Masonry-joint reinforcement.
6. Ties and anchors.
7. Embedded flashing.
8. Miscellaneous masonry accessories.

B. Products Installed but not Furnished under This Section:

1. Steel lintels in unit masonry.
2. Steel shelf angles for supporting unit masonry.

C. Related Requirements:

1. Section 076200 "Sheet Metal Flashing and Trim" for sheet metal flashing and for furnishing manufactured reglets installed in masonry joints.
2. Section 089516 "Wall Vents" for wall vents (brick vents).

1.3 DEFINITIONS

- A. CMU(s): Concrete masonry unit(s).
- B. Reinforced Masonry: Masonry containing reinforcing steel in grouted cells.

1.4 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. Stone Trim Units: Show sizes, profiles, and locations of each stone trim unit required.

3. Reinforcing Steel: Detail bending, lap lengths, and placement of unit masonry reinforcing bars. Comply with ACI 315.
- C. Samples for Initial Selection:
 1. Clay face brick, in the form of straps of five or more bricks.
 2. Colored mortar.

1.5 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 brick, include size-variation data verifying that actual range of sizes falls within specified tolerances.
 - c. For exposed brick, include test report for efflorescence according to ASTM C67.
 - d. For surface-coated brick, include test report for durability of surface appearance after 50 cycles of freezing and thawing according to ASTM C67.
 - e. For masonry units, include data and calculations establishing average net-area compressive strength of units.
 2. Integral water repellent 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. Reinforcing bars.
 8. Joint reinforcement.
 9. Anchors, ties, and metal accessories.
- C. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
 1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C109/C109M for compressive strength, ASTM C1506 for water retention, and ASTM C91/C91M for air content.
 2. Include test reports, according to ASTM C1019, for grout mixes required to comply with compressive strength requirement.
- D. Statement of Compressive Strength of Masonry: For each combination of masonry unit type and mortar type, provide statement of average net-area compressive strength of masonry units, mortar type, and resulting net-area compressive strength of masonry determined according to TMS 602/ACI 530.1/ASCE 6.
- E. Cold-Weather Procedures: Detailed description of methods, materials, and equipment to be used to comply with requirements.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM C1093 for testing indicated.

1.7 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.

1.8 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.
 - 2. Where one wythe of multiwythe masonry walls is completed in advance of other wythes, secure cover a minimum of 24 inches (600 mm) down face next to unconstructed wythe, and hold cover 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 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) according to 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 and will be within 20 feet (6 m) vertically and horizontally of a walking surface.
- C. Fire-Resistance Ratings: Comply with requirements for fire-resistance-rated assembly designs indicated.
 - 1. Where fire-resistance-rated construction is indicated, units shall be 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 bullnose units for outside corners unless otherwise indicated.
- B. CMUs: ASTM C90.
 - 1. Size (Width): Manufactured to dimensions **3/8 inch (10 mm)** less than nominal dimensions.

2.5 CONCRETE AND MASONRY LINTELS

- A. General: Provide one of the following:
- B. Concrete Lintels: ASTM C1623, matching CMUs in color, texture, and density classification; and with reinforcing bars indicated. Provide lintels with net-area compressive strength not less than that of CMUs.

2.6 BRICK

- A. General: Provide shapes indicated and as follows, with exposed surfaces matching finish and color of exposed faces of adjacent units:
 - 1. For ends of sills and caps and for similar applications that would otherwise expose unfinished brick surfaces, provide units without cores or frogs and with exposed surfaces finished.
 - 2. Provide special shapes for applications where stretcher units cannot accommodate special conditions, including those at corners, movement joints, bond beams, sashes, and lintels.
 - 3. Provide special shapes for applications requiring brick of size, form, color, and texture on exposed surfaces that cannot be produced by sawing.
 - 4. Provide special shapes for applications where shapes produced by sawing would result in sawed surfaces being exposed to view.
- B. Clay Face Brick: Facing brick complying with ASTM C216
 - 1. Grade: MW or SW.
 - 2. Type: FBX.
 - 3. Initial Rate of Absorption: Less than **30 g/30 sq. in. (30 g/194 sq. cm)** per minute when tested according to ASTM C67.
 - 4. Efflorescence: Provide brick that has been tested according to ASTM C67 and is rated "not effloresced."
 - 5. Size (Actual Dimensions Anticipated): **VERIFY IN FIELD TO MATCH EXISTING 3-5/8 inches (92 mm) wide by 2-1/4 inches (57 mm) high by 7-5/8 inches (194 mm) long.**
 - 6. Where shown to "match existing," provide face brick matching color range, texture, and size of existing adjacent brickwork.

2.7 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 shall not be more than 0.1 percent when tested according to ASTM C114.
- B. Hydrated Lime: ASTM C207, Type S.
- C. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.
- D. Masonry Cement: ASTM C91/C91M.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Essroc.
 - b. Lafarge North America Inc.
 - c. Lehigh Hanson; HeidelbergCement Group.
- E. Mortar Cement: ASTM C1329/C1329M.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. Lafarge North America Inc.
- F. 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.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Davis Colors.
 - b. Euclid Chemical Company (The); an RPM company.
 - c. Solomon Colors, Inc.
- G. Colored Cement Products: Packaged blend made from portland cement and hydrated lime or masonry cement and mortar pigments, all complying with specified requirements, and containing no other ingredients.
 - 1. Colored Portland Cement-Lime Mix:
 - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

- 1) [Essroc.](#)
- 2) [Holcim \(US\) Inc.](#)
- 3) [Lafarge North America Inc.](#)

2. Colored Masonry Cement:

- a. [Manufacturers:](#) Subject to compliance with requirements, provide products by one of the following:

- 1) [Essroc.](#)
- 2) [Holcim \(US\) Inc.](#)
- 3) [Lafarge North America Inc.](#)

3. Formulate blend as required to produce color indicated or, if not indicated, as selected from manufacturer's standard colors.
4. Pigments shall not exceed 10 percent of portland cement by weight.
5. Pigments shall not exceed 5 percent of masonry cement or mortar cement by weight.

H. Aggregate for Mortar: ASTM C144.

1. For mortar that is exposed to view, use washed aggregate consisting of natural sand or 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. White-Mortar Aggregates: Natural white sand or crushed white stone.
4. Colored-Mortar Aggregates: Natural sand or crushed stone of color necessary to produce required mortar color.

I. Aggregate for Grout: ASTM C404.

- J. Refractory Mortar Mix: Ground fireclay or nonwater-soluble, calcium aluminate, medium-duty refractory mortar that passes ASTM C199 test; or an equivalent product acceptable to authorities having jurisdiction.

K. Water: Potable.

2.8 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 (3.77-mm)** steel wire, hot-dip galvanized after fabrication. Provide units designed for number of bars indicated.
- C. Masonry-Joint Reinforcement, General: ASTM A951/A951M.

1. Interior Walls: Hot-dip galvanized carbon steel.
 2. Exterior Walls: Hot-dip galvanized carbon steel.
 3. Wire Size for Side Rods: 0.148-inch (3.77-mm) diameter.
 4. Wire Size for Cross Rods: 0.148-inch (3.77-mm) diameter.
 5. Wire Size for Veneer Ties: 0.148-inch (3.77-mm) diameter.
 6. Spacing of Cross Rods, Tabs, and Cross Ties: Not more than 16 inches (407 mm) o.c.
 7. Provide in lengths of not less than 10 feet (3 m), with prefabricated corner and tee units.
- D. Masonry-Joint Reinforcement for Single-Wythe Masonry: Ladder type with single pair of side rods.
1. Ladder type with one side rod at each face shell of hollow masonry units more than 4 inches (100 mm) wide, plus one side rod at each wythe of masonry 4 inches (100 mm) wide or less.
 2. Tab type, either ladder or truss design, with one side rod at each face shell of backing wythe and with rectangular tabs sized to extend at least halfway through facing wythe, but with at least 5/8-inch (16-mm) cover on outside face.
 3. Adjustable (two-piece) type, either ladder or truss design, with one side rod at each face shell of backing wythe and with separate adjustable ties with pintle-and-eye connections having a maximum horizontal play of 1/16 inch (1.5 mm) and maximum vertical adjustment of 1-1/4 inches (32 mm). Size ties to extend at least halfway through facing wythe but with at least 5/8-inch (16-mm) cover on outside face. Ties have hooks or clips to engage a continuous horizontal wire in the facing wythe.
- E. Masonry-Joint Reinforcement for Veneers Anchored with Seismic Masonry-Veneer Anchors: Single 0.187-inch- (4.76-mm-) diameter, hot-dip galvanized carbon steel continuous wire.

2.9 TIES AND ANCHORS

- A. General: Ties and anchors shall extend at least 1-1/2 inches (38 mm) into veneer but with at least a 5/8-inch (16-mm) cover on outside face.
- B. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated:
1. Mill-Galvanized, Carbon-Steel Wire: ASTM A82/A82M, with ASTM A641/A641M, Class 1 coating.
 2. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A82/A82M, with ASTM A153/A153M, Class B-2 coating.
 3. Stainless Steel Wire: ASTM A580/A580M, Type 304.
 4. Galvanized-Steel Sheet: ASTM A653/A653M, Commercial Steel, G60 (Z180) zinc coating.
 5. Steel Sheet, Galvanized after Fabrication: ASTM A1008/A1008M, Commercial Steel, with ASTM A153/A153M, Class B coating.
 6. Stainless Steel Sheet: ASTM A240/A240M or ASTM A666, Type 304.
 7. Steel Plates, Shapes, and Bars: ASTM A36/A36M.
 8. Stainless Steel Bars: ASTM A276 or ASTM A666, Type 304.

- C. Corrugated-Metal Ties: Metal strips not less than **7/8 inch (22 mm)** wide with corrugations having a wavelength of **0.3 to 0.5 inch (7.6 to 12.7 mm)** and an amplitude of **0.06 to 0.10 inch (1.5 to 2.5 mm)** made from **0.030-inch- (0.76-mm-)**thick steel sheet, galvanized after fabrication.
- D. Individual Wire Ties: Rectangular units with closed ends and not less than **4 inches (100 mm)** wide.
 - 1. Z-shaped ties with ends bent 90 degrees to provide hooks not less than **2 inches (50 mm)** long may be used for masonry constructed from solid units.
 - 2. Where wythes are of different materials, use adjustable ties with pintle-and-eye connections having a maximum adjustment of **1-1/4 inches (32 mm)**.
 - 3. Wire: Fabricate from **3/16-inch- (4.76-mm-)** diameter, hot-dip galvanized steel wire.
- E. 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.
- F. Rigid Anchors: Fabricate from steel bars **1-1/2 inches (38 mm)** wide by **1/4 inch (6.35 mm)** thick by **24 inches (610 mm)** long, with ends turned up **2 inches (51 mm)** or with cross pins unless otherwise indicated.
 - 1. Corrosion Protection: Hot-dip galvanized to comply with ASTM A153/A153M.

2.10 EMBEDDED FLASHING MATERIALS

- A. Metal Flashing: Provide metal flashing complying with SMACNA's "Architectural Sheet Metal Manual" and as follows:
 - 1. Stainless Steel: ASTM A240/A240M or ASTM A666, Type 304, **0.016 inch (0.40 mm)** thick.
 - 2. Copper: ASTM B370, Temper H00, cold-rolled copper sheet, **16-oz./sq. ft. (4.9-kg/sq. m)** weight or **0.0216 inch (0.55 mm)** thick or ASTM B370, Temper H01, high-yield copper sheet, **12-oz./sq. ft. (3.7-kg/sq. m)** weight or **0.0162 inch (0.41 mm)** thick.
 - 3. Fabricate continuous flashings in sections **96 inches (2400 mm)** long minimum, but not exceeding **12 feet (3.7 m)**. Provide splice plates at joints of formed, smooth metal flashing.
 - 4. Fabricate through-wall metal flashing embedded in masonry from stainless steel, with ribs at **3-inch (76-mm)** intervals along length of flashing to provide an integral mortar bond.
 - 5. Fabricate through-wall flashing with snaplock receiver on exterior face where indicated to receive counterflashing.
 - 6. Fabricate through-wall flashing with drip edge unless otherwise indicated. Fabricate by extending flashing **1/2 inch (13 mm)** out from wall, with outer edge bent down 30 degrees and hemmed.
 - 7. Fabricate through-wall flashing with sealant stop unless otherwise indicated. Fabricate by bending metal back on itself **3/4 inch (19 mm)** at exterior face of wall and down into joint **1/4 inch (6 mm)** to form a stop for retaining sealant backer rod.
 - 8. Fabricate metal drip edges and sealant stops for ribbed metal flashing from plain metal flashing of same metal as ribbed flashing and extending at least **3 inches (76 mm)** into wall

with hemmed inner edge to receive ribbed flashing and form a hooked seam. Form hem on upper surface of metal so that completed seam sheds water.

9. Fabricate metal drip edges from stainless steel. Extend at least **3 inches (76 mm)** into wall and **1/2 inch (13 mm)** out from wall, with outer edge bent down 30 degrees and hemmed.
10. Fabricate metal sealant stops from stainless steel. Extend at least **3 inches (76 mm)** into wall and out to exterior face of wall. At exterior face of wall, bend metal back on itself for **3/4 inch (19 mm)** and down into joint **1/4 inch (6 mm)** to form a stop for retaining sealant backer rod.
11. Fabricate metal expansion-joint strips from stainless steel to shapes indicated.
12. Solder metal items at corners.

B. Flexible Flashing: Use one of the following unless otherwise indicated:

1. Copper-Laminated Flashing: **5-oz./sq. ft. (1.5-kg/sq. m)** copper sheet bonded between two layers of glass-fiber cloth. Use only where flashing is fully concealed in masonry.
2. Elastomeric Thermoplastic Flashing: Composite flashing product consisting of a polyester-reinforced ethylene interpolymers alloy.
 - a. Monolithic Sheet: Elastomeric thermoplastic flashing, **0.040 inch (1.02 mm)** thick.
 - b. Self-Adhesive Sheet: Elastomeric thermoplastic flashing, **0.025 inch (0.64 mm)** thick, with a **0.015-inch- (0.38-mm-)** thick coating of adhesive.
 - c. Self-Adhesive Sheet with Drip Edge: Elastomeric thermoplastic flashing, **0.025 inch (0.64 mm)** thick, with a **0.015-inch- (0.38-mm-)** thick coating of rubberized-asphalt adhesive. Where flashing extends to face of masonry, rubberized-asphalt coating is held back approximately **1-1/2 inches (38 mm)** from edge.
 - d. Accessories: Provide preformed corners, end dams, other special shapes, and seaming materials produced by flashing manufacturer.
3. EPDM Flashing: Sheet flashing product made from ethylene-propylene-diene terpolymer, complying with ASTM D4637/D4637M, **0.040 inch (1.02 mm)** thick.

C. Application: Unless otherwise indicated, use the following:

1. Where flashing is indicated to receive counterflashing, use metal flashing.
2. Where flashing is indicated to be turned down at or beyond the wall face, use metal flashing.
3. Where flashing is partly exposed and is indicated to terminate at the wall face, use metal flashing with a drip edge or flexible flashing with a metal drip edge.
4. Where flashing is fully concealed, use metal flashing or flexible flashing.

D. Adhesives, Primers, and Seam Tapes for Flashings: Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.

E. Termination Bars for Flexible Flashing: Stainless steel bars **0.075 inch by 1 inch (1.90 mm by 25 mm)**.

F. Termination Bars for Flexible Flashing: Stainless steel sheet **0.019 inch by 1-1/2 inches (0.48 mm by 38 mm)** with a **3/8 inch (10-mm)** sealant flange at top.

- G. Termination Bars for Flexible Flashing: Aluminum sheet 0.064 inch by 1-1/2 inches (1.63 mm by 38 mm) with a 3/8-inch (10-mm) sealant flange at top.

2.11 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Premolded filler strips complying with ASTM D1056, Grade 2A1; compressible up to 35 percent; of width and thickness indicated; formulated from neoprene urethane or PVC.
- B. Preformed Control-Joint Gaskets: Made from styrene-butadiene-rubber compound, complying with ASTM D2000, Designation M2AA-805 or PVC, complying with ASTM D2287, Type PVC-65406 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).
- D. Weep/Cavity Vent Products: Use one of the following unless otherwise indicated:
1. Mesh Weep/Vent: Free-draining mesh; made from polyethylene strands, full height and width of head joint and depth 1/8 inch (3 mm) less than depth of outer wythe; in color selected from manufacturer's standard.
- E. Cavity Drainage Material: Free-draining mesh, made from polymer strands that will not degrade within the wall cavity.
1. Configuration: Provide one of the following:
 - a. Sheets or strips not less than 3/4 inch (19 mm) thick and installed to full height of cavity, with additional strips 4 inches (100 mm) high at weep holes and thick enough to fill entire depth of cavity and prevent weep holes from clogging with mortar.

2.12 MASONRY CLEANERS

- A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.

2.13 MORTAR AND GROUT MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures unless otherwise indicated.
1. Do not use calcium chloride in mortar or grout.
 2. Use portland cement-lime masonry cement or mortar cement mortar unless otherwise indicated.
 3. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.

- B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.
- C. Mortar for Unit Masonry: Comply with ASTM 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.
 - 1. For masonry below grade or in contact with earth, use Type M.
 - 2. For reinforced masonry, use Type N.
 - 3. For mortar parge coats, use Type S or Type N.
 - 4. For exterior, above-grade, load-bearing and nonload-bearing walls and parapet walls; for interior load-bearing walls; for interior nonload-bearing partitions; and for other applications where another type is not indicated, use Type N.
 - 5. For interior nonload-bearing partitions, Type O may be used instead of Type N.
- D. 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).
 - 3. Provide grout with a slump of 8 to 11 inches (200 to 280 mm) as measured according to ASTM C143/C143M.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine conditions, with Installer present, for compliance with requirements for installation 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.
 - 4. Verify that substrates are free of substances that impair mortar bond.
- B. Before installation, examine rough-in and built-in construction for piping systems to verify actual locations of piping connections.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. Thickness: Build cavity and composite walls and other masonry construction to full thickness shown. Build single-wythe walls to actual widths of masonry units, using units of widths indicated.

- B. Build chases and recesses to accommodate items specified in this and other Sections.
- C. Leave openings for equipment to be installed before completing masonry. After installing equipment, complete masonry to match construction immediately adjacent to opening.
- D. 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.
- E. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures. Mix units from several pallets or cubes as they are placed.
- F. Matching Existing Masonry: Match coursing, bonding, color, and texture of existing masonry.
- G. Wetting of Brick: Wet brick before laying if initial rate of absorption exceeds 30 g/30 sq. in. (30 g/194 sq. cm) per minute when tested according to ASTM C67. Allow units to absorb water so they are damp but not wet at time of laying.

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) except due to warpage of masonry units within tolerances specified for warpage of units.

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)**. Do not vary from adjacent bed-joint and head-joint thicknesses by more than **1/8 inch (3 mm)**.
5. For exposed bed joints and head joints of stacked bond, do not vary from a straight line by more than **1/16 inch (1.5 mm)** from one masonry unit to the next.

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)] [4 inches (100 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 above.

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 brick and 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.
 5. Fully bed units and fill cells with mortar at anchors and ties as needed to fully embed anchors and ties in mortar.
- B. Lay solid masonry units and hollow brick 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.
- D. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint) unless otherwise indicated.
- E. Cut joints flush where indicated to receive waterproofing unless otherwise indicated.

3.6 COMPOSITE MASONRY

A. Bond wythes of composite masonry together using one of the following methods:

1. Individual Metal Ties: Provide ties as shown installed in horizontal joints, but not less than one metal tie for **4.5 sq. ft. (0.42 sq. m)** of wall area spaced not to exceed **36 inches (914 mm)** o.c. horizontally and **16 inches (406 mm)** o.c. vertically. Stagger ties in alternate courses. Provide additional ties within **12 inches (305 mm)** of openings and space not more than **36 inches (914 mm)** apart around perimeter of openings. At intersecting and abutting walls, provide ties at no more than **24 inches (610 mm)** o.c. vertically.
 - a. Where bed joints of wythes do not align, use adjustable-type (two-piece-type) ties.
2. Masonry-Joint Reinforcement: Installed in horizontal mortar joints.

- a. Where bed joints of both wythes align, use ladder-type reinforcement extending across both wythes.
 - b. Where bed joints of wythes do not align, use adjustable-type (two-piece-type) reinforcement with continuous horizontal wire in facing wythe attached to ties.
3. Header Bonding: Provide masonry unit headers extending not less than **3 inches (76 mm)** into each wythe. Space headers not more than **8 inches (203 mm)** clear horizontally and **16 inches (406 mm)** clear vertically.
- B. Bond wythes of composite masonry together using bonding system indicated on Drawings.
- C. Collar Joints: Solidly fill collar joints by parging face of first wythe that is laid and shoving units of other wythe into place.
- D. Corners: Provide interlocking masonry unit bond in each wythe and course at corners unless otherwise indicated.
 1. Provide continuity with masonry-joint reinforcement at corners by using prefabricated L-shaped units as well as masonry bonding.
- E. Intersecting and Abutting Walls: Unless vertical expansion or control joints are shown at juncture, bond walls together as follows:
 1. Provide individual metal ties not more than **8 inches (203 mm)** o.c.
 2. Provide continuity with masonry-joint reinforcement by using prefabricated T-shaped units.
 3. Provide rigid metal anchors not more than **24 inches (610 mm)** o.c. If used with hollow masonry units, embed ends in mortar-filled cores.

3.7 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. Space reinforcement not more than **8 inches (203 mm)** o.c. in foundation walls and parapet walls.
 3. 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 wall intersections by using prefabricated T-shaped units.
- D. Provide continuity at corners by using prefabricated L-shaped units.
- E. Cut and bend reinforcing units as directed by manufacturer for continuity at corners, returns, offsets, column fireproofing, pipe enclosures, and other special conditions.

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 in-plane wall or partition movement.
- B. Form control joints in concrete masonry using one of the following methods:
 - 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.
 - 2. Install preformed control-joint gaskets designed to fit standard sash block.
 - 3. Install interlocking units designed for control joints. Install bond-breaker strips at joint. Keep head joints free and clear of mortar, or rake out joint for application of sealant.
 - 4. Install temporary foam-plastic filler in head joints, and remove filler when unit masonry is complete for application of sealant.
- C. Form expansion joints in brick as follows:
 - 1. Build flanges of metal expansion strips into masonry. Lap each joint **4 inches (100 mm)** in direction of water flow. Seal joints below grade and at junctures with horizontal expansion joints if any.
 - 2. Build flanges of factory-fabricated, expansion-joint units into masonry.
 - 3. Build in compressible joint fillers where indicated.
 - 4. Form open joint full depth of brick wythe and of width indicated, but not less than **3/8 inch (10 mm)** for installation of sealant and backer rod specified in Section 079200 "Joint Sealants."
- D. Provide horizontal, pressure-relieving joints by either leaving an airspace or inserting a compressible filler of width required for installing sealant and backer rod specified in Section 079200 "Joint Sealants," but not less than **3/8 inch (10 mm)**.
 - 1. Locate horizontal, pressure-relieving joints beneath shelf angles supporting masonry.

3.9 LINTELS

- A. Install steel lintels where indicated.
- B. Provide concrete lintels where shown and where openings of more than **12 inches (305 mm)** for brick-size units and **24 inches (610 mm)** for block-size units are shown without structural steel or other supporting lintels.
- C. Provide minimum bearing of **8 inches (200 mm)** at each jamb unless otherwise indicated.

3.10 FLASHING, WEEP HOLES, AND CAVITY VENTS

- A. General: Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated. Install cavity vents at shelf angles, ledges, and other obstructions to upward flow of air in cavities, and where indicated.
- B. Install flashing as follows unless otherwise indicated:

1. Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Where flashing is within mortar joint, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.
 2. At multiwythe masonry walls, including cavity walls, extend flashing through outer wythe, turned up a minimum of **8 inches (200 mm)**, and through inner wythe to within **1/2 inch (13 mm)** of the interior face of wall in exposed masonry. Where interior face of wall is to receive furring or framing, carry flashing completely through inner wythe and turn flashing up approximately **2 inches (50 mm)** on interior face.
 3. At multiwythe masonry walls, including cavity walls, extend flashing through outer wythe, turned up a minimum of **8 inches (200 mm)**, and **1-1/2 inches (38 mm)** into the inner wythe. Form **1/4-inch (6-mm)** hook in edge of flashing embedded in inner wythe.
 4. At masonry-veneer walls, extend flashing through veneer, across airspace behind veneer, and up face of sheathing at least **8 inches (200 mm)**; with upper edge tucked under water-resistive barrier, lapping at least **4 inches (100 mm)**.
 5. At lintels and shelf angles, 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.
 6. Interlock end joints of ribbed sheet metal flashing by overlapping ribs not less than **1-1/2 inches (38 mm)** or as recommended by flashing manufacturer, and seal lap with elastomeric sealant complying with requirements in Section 079200 "Joint Sealants" for application indicated.
 7. 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.
 8. Install metal drip edges beneath flexible flashing at exterior face of wall. Stop flexible flashing **1/2 inch (13 mm)** back from outside face of wall, and adhere flexible flashing to top of metal drip edge.
 9. Install metal flashing termination beneath flexible flashing at exterior face of wall. Stop flexible flashing **1/2 inch (13 mm)** back from outside face of wall, and adhere flexible flashing to top of metal flashing termination.
 10. Cut flexible flashing off flush with face of wall after masonry wall construction is completed.
- C. Install single-wythe CMU flashing system in bed joints of CMU walls where indicated to comply with manufacturer's written instructions. Install CMU cell pans with upturned edges located below face shells and webs of CMUs above and with weep spouts aligned with face of wall. Install CMU web covers so that they cover upturned edges of CMU cell pans at CMU webs and extend from face shell to face shell.
- D. Install reglets and nailers for flashing and other related construction where they are shown to be built into masonry.
- E. Install weep holes in exterior wythes and veneers in head joints of first course of masonry immediately above embedded flashing.
1. Use specified weep/cavity vent products to form weep holes.
 2. Use wicking material to form weep holes above flashing under brick sills. Turn wicking down at lip of sill to be as inconspicuous as possible.
 3. Space weep holes **24 inches (600 mm)** o.c. unless otherwise indicated.

4. Space weep holes formed from wicking material **16 inches (400 mm)** o.c.
 5. Cover cavity side of weep holes with plastic insect screening at cavities insulated with loose-fill insulation.
 6. Trim wicking material flush with outside face of wall after mortar has set.
- F. Place pea gravel in cavities as soon as practical to a height equal to height of first course above top of flashing, but not less than **2 inches (50 mm)**, to maintain drainage.
1. Fill cavities full height by placing pea gravel in cavities as masonry is laid, so that at any point, masonry does not extend more than **24 inches (600 mm)** above top of pea gravel.
- G. Place cavity drainage material in cavities to comply with configuration requirements for cavity drainage material in "Miscellaneous Masonry Accessories" Article.
- H. Install cavity vents in head joints in exterior wythes at spacing indicated. Use specified weep/cavity vent products to form cavity vents.
1. Close cavities off vertically and horizontally with blocking in manner indicated. Install through-wall flashing and weep holes above horizontal blocking.

3.11 REINFORCED UNIT MASONRY

- A. Temporary Formwork and Shores: Construct formwork and shores as needed to support 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 that of 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 shall be done at Contractor's expense.
- B. Inspections: Special inspections according to Level **[B]** **[C]** in TMS 402/ACI 530/ASCE 5.

1. Begin masonry construction only after inspectors have verified proportions of site-prepared mortar.
 2. Place grout only after inspectors have verified compliance of grout spaces and of grades, sizes, and locations of reinforcement.
 3. Place grout only after inspectors have verified proportions of site-prepared grout.
- C. Testing Prior to Construction: One set of tests.
- D. Testing Frequency: One set of tests for each 5000 sq. ft. (464 sq. m) of wall area or portion thereof.
- E. Clay Masonry Unit Test: For each type of unit provided, according to ASTM C67 for compressive strength.
- F. Concrete Masonry Unit Test: For each type of unit provided, according to ASTM C140 for compressive strength.
- G. Mortar Aggregate Ratio Test (Proportion Specification): For each mix provided, according to ASTM C780.
- H. Mortar Test (Property Specification): For each mix provided, according to ASTM C780. Test mortar for mortar air content and compressive strength.
- I. Grout Test (Compressive Strength): For each mix provided, according to ASTM C1019.
- J. Prism Test: For each type of construction provided, according to ASTM C1314 at 7 days and at 28 days.

3.13 PARGING

- A. Parge exterior faces of below-grade masonry walls, where indicated, in two uniform coats to a total thickness of 3/4 inch (19 mm). Dampen wall before applying first coat, and scarify first coat to ensure full bond to subsequent coat.
- B. Use a steel-trowel finish to produce a smooth, flat, dense surface with a maximum surface variation of 1/8 inch per foot (3 mm per 300 mm). Form a wash at top of parging and a cove at bottom.
- C. Damp-cure parging for at least 24 hours and protect parging until cured.

3.14 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:
 - 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 brick by bucket-and-brush hand-cleaning method described in BIA Technical Notes 20.
 - 6. Clean concrete masonry by applicable cleaning methods indicated in NCMA TEK 8-4A.
 - 7. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.
 - 8. Clean stone trim to comply with stone supplier's written instructions.
 - 9. Clean limestone units to comply with recommendations in ILI's "Indiana Limestone Handbook."

3.15 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. Waste Disposal as Fill Material: Dispose of clean masonry waste, including excess or soil-contaminated sand, waste mortar, and broken masonry units, by crushing and mixing with fill material as fill is placed.
 - 1. Crush masonry waste to less than 4 inches (100 mm) in each dimension.
 - 2. Mix masonry waste with at least two parts of specified fill material for each part of masonry waste. Fill material is specified in Section 312000 "Earth Moving."
 - 3. Do not dispose of masonry waste as fill within 18 inches (450 mm) of finished grade.
- C. Masonry Waste Recycling: Return broken CMUs not used as fill to manufacturer for recycling.
- D. 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 042000

SECTION 042200 - CONCRETE UNIT MASONRY (Mechanical Enclosure ONLY)

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. Concrete masonry units.
2. Decorative concrete masonry units.
3. Mortar and grout.
4. Steel reinforcing bars.
5. Masonry-joint reinforcement.
6. Embedded flashing.
7. Miscellaneous masonry accessories.
8. Masonry-cell fill.

B. Products Installed but not Furnished under This Section:

1. Cast-stone trim in concrete unit masonry.

C. Related Requirements:

1. Section 071900 "Water Repellents" for water repellents applied to unit masonry assemblies.
2. Section 042000 "Unit Masonry" for additional information applied to exterior brick wall assemblies.

1.3 DEFINITIONS

- A. CMU(s): Concrete masonry unit(s).
- B. Reinforced Masonry: Masonry containing reinforcing steel in grouted cells.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.5 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. Reinforcing Steel: Detail bending, lap lengths, and placement of unit masonry reinforcing bars. Comply with ACI 315. Show elevations of reinforced walls.
3. Fabricated Flashing: Detail corner units, end-dam units, and other special applications.

C. Samples for Initial Selection:

1. Decorative CMUs, in the form of small-scale units.
2. Pre-faced CMUs.
3. Colored mortar.
4. Weep holes/vents.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For testing agency.

B. Material Certificates: For each type and size of the following:

1. Masonry units.
 - a. Include material test reports substantiating compliance with requirements.
 - 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. Reinforcing bars.
8. Joint reinforcement.
9. Anchors, ties, and metal accessories.

C. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.

1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C109/C109M for compressive strength, ASTM C1506 for water retention, and ASTM C91/C91M for air content.
2. Include test reports, according to ASTM C1019, for grout mixes required to comply with compressive strength requirement.

D. Statement of Compressive Strength of Masonry: For each combination of masonry unit type and mortar type, provide statement of average net-area compressive strength of masonry units, mortar type, and resulting net-area compressive strength of masonry determined according to TMS 602/ACI 530.1/ASCE 6.

- E. Cold-Weather and Hot-Weather Procedures: Detailed description of methods, materials, and equipment to be used to comply with requirements.

1.7 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM C1093 for testing indicated.
- B. Sample Panels: Build sample panels to verify selections made under Sample submittals and to demonstrate aesthetic effects. Comply with requirements in Section 014000 "Quality Requirements" for mockups.
 - 1. Build sample panels for each type of exposed unit masonry construction in sizes approximately 48 inches long by 36 inches high by full thickness.
 - 2. Build sample panels facing south.
 - 3. Where masonry is to match existing, build panels adjacent and parallel to existing surface.
 - 4. Protect approved sample panels from the elements with weather-resistant membrane.
 - 5. Approval of sample panels is for color, texture, and blending of masonry units; relationship of mortar and sealant colors to masonry unit colors; tooling of joints; aesthetic qualities of workmanship; and other material and construction qualities specifically approved by Architect in writing.
 - a. Approval of sample panels does not constitute approval of deviations from the Contract Documents contained in sample panels unless Architect specifically approves such deviations in writing.
- C. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
 - 1. Build mockup of typical wall area as shown on Drawings.
 - 2. Build mockups for each type of exposed unit masonry construction in sizes approximately full height of finished wall long by 48 inches high by full thickness, including face and backup wythes and accessories.
 - a. Include a sealant-filled joint at least 16 inches long in exterior wall mockup.
 - 3. Protect accepted mockups from the elements with weather-resistant membrane.
 - 4. Approval of mockups is for color, texture, and blending of masonry units; relationship of mortar and sealant colors to masonry unit colors; tooling of joints; and aesthetic qualities of workmanship.
 - a. Approval of mockups is also for other material and construction qualities specifically approved by Architect in writing.
 - b. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 5. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 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.

1.9 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 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 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) according to 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.

See BIA Technical Notes 16B and NCMA TEK 7-3 for information on determining fire-resistance ratings of masonry walls.

- C. Fire-Resistance Ratings: Comply with requirements for fire-resistance-rated assembly designs indicated.

Retain subparagraph below if required by authorities having jurisdiction.

1. Where fire-resistance-rated construction is indicated, units shall be 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. CMUs: ASTM C90.

Usually retain "Unit Compressive Strength" Subparagraph below only for masonry designed by analytical methods; delete if retaining "Performance Requirements" Article. Also delete below if compressive strength specified in ASTM C90, which is 1900 psi (13.1 MPa), is acceptable. See the Evaluations.

Retain one of first three options in "Density Classification" Subparagraph below, or delete subparagraph for Contractor's option. Retain last option below for default requirement if using more than one weight. See the Evaluations.

1. Density Classification: Normal weight.
2. Size (Width): Manufactured to dimensions 3/8 inch less-than-nominal dimensions.

Concrete building bricks are often used to adjust dimensions in CMU construction.

2.5 MORTAR AND GROUT MATERIALS

Coordinate requirements in this article with those in "Mortar and Grout Mixes" Article.

- 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.

Requirement in subparagraph below can help reduce the likelihood of efflorescence.

1. Alkali content shall not be more than 0.1 percent when tested according to ASTM C114.
- B. Hydrated Lime: ASTM C207, Type S.
- C. Masonry Cement: ASTM C91/C91M.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Cemex S.A.B. de C.V.
 - b. Essroc.
 - c. Holcim (US) Inc.
 - d. Lafarge North America Inc.
- D. Mortar Cement: ASTM C1329/C1329M.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Workrite cements for Masonry
 - b. Accu-Mix Mobile Concrete Co.

Retain "Mortar Pigments" Paragraph below for colored cement or for pigments added at Project site.

- E. 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.
 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Davis Colors.
 - b. Euclid Chemical Company (The); an RPM company.
 - c. Lanxess Corporation.
 - d. Solomon Colors, Inc.

Mixes in "Colored Cement Products" Paragraph below allow better control of color than job-mixed colored mortar. If retaining, also retain paragraphs above that specify materials included in the mixes retained below.

- F. Colored Cement Products: Packaged blend made from masonry cement or mortar cement and mortar pigments, all complying with specified requirements, and containing no other ingredients.
 1. Colored Masonry Cement:
 - a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1) Cemex S.A.B. de C.V.
 - 2) Essroc.
 - 3) Holcim (US) Inc.
 - 4) Lafarge North America Inc.
 - 5) Lehigh Hanson; HeidelbergCement Group.
 2. Formulate blend as required to produce color indicated or, if not indicated, as selected from manufacturer's standard colors.

Retain one or both subparagraphs below to suit types of cement retained above. Percentages are for pigments containing only metallic oxides. If using pigments containing carbon black, carbon black must be limited to 2 percent of portland cement by weight or 1 percent of masonry or mortar cement.

3. Pigments shall not exceed 10 percent of portland cement by weight.
4. Pigments shall not exceed 5 percent of masonry cement or mortar cement by weight.

G. Aggregate for Mortar: ASTM C144.

1. For mortar that is exposed to view, use washed aggregate consisting of natural sand or crushed stone.
2. For joints less than 1/4 inch thick, use aggregate graded with 100 percent passing the No. 16 sieve.
3. White-Mortar Aggregates: Natural white sand or crushed white stone.
4. Colored-Mortar Aggregates: Natural sand or crushed stone of color necessary to produce required mortar color.

H. Aggregate for Grout: ASTM C404.

"Cold-Weather Admixture" Paragraph below is an example of a requirement for a concrete admixture often used in cold weather as an antifreeze. Appendix X1 in ASTM C270 and BIA generally recommend not using admixtures unless they are known to have no adverse effects. Before approving the use of cold-weather admixtures, verify their acceptability by laboratory testing with mortar mix used.

I. 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.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. BASF Corporation.
 - b. Euclid Chemical Company (The); an RPM company.
 - c. GCP Applied Technologies Inc.

Retain "Water-Repellant Admixture" Paragraph below if integral water repellent is used in CMUs.

J. Water-Repellent Admixture: Liquid water-repellent mortar admixture intended for use with CMUs containing integral water repellent from same manufacturer.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. ACM Chemistries.
 - b. BASF Corporation.
 - c. Euclid Chemical Company (The); an RPM company.
 - d. GCP Applied Technologies Inc.

K. Water: Potable.

2.6 REINFORCEMENT

Retain "Uncoated-Steel Reinforcing Bars" Paragraph below for reinforcing bars in grouted cells. Revise if another grade of steel is required. Revise to specify epoxy-coated, stainless steel, or galvanized bars if required.

- A. Uncoated Steel Reinforcing Bars: ASTM A615/A615M or ASTM A996/A996M, Grade 60.
- 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 steel wire, hot-dip galvanized after fabrication. Provide units designed for number of bars indicated.
 - 1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Dur-O-Wal; a Hohmann & Barnard company.
 - b. Heckmann Building Products, Inc.
 - c. Hohmann & Barnard, Inc.
 - d. Lock Rite.
 - e. Wire-Bond.

Standard in "Masonry-Joint Reinforcement, General" Paragraph below includes requirements for mill-galvanized carbon steel, hot-dip galvanized carbon steel, and stainless steel. Specifying these materials separately in unnecessary.

- C. Masonry-Joint Reinforcement, General: Ladder type complying with ASTM A951/A951M.

Mill-galvanized coating is not as thick as hot-dip galvanized coating. According to ASTM A951/A951M, mill-galvanized coating may be applied to wire before fabricating, but hot-dip galvanized coating must be applied after fabricating.

- 1. Exterior Walls: Hot-dip galvanized carbon steel.
- 2. Wire Size for Side Rods: 0.187-inch diameter.
- 3. Wire Size for Cross Rods: 0.187-inch diameter.
- 4. Spacing of Cross Rods: Not more than 16 inches o.c.
- 5. Provide in lengths of not less than 10 feet, with prefabricated corner and tee units.

2.7 TIES AND ANCHORS

- A. General: Ties and anchors shall extend at least 1-1/2 inches into masonry but with at least a 5/8-inch cover on outside face.
- B. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated:

Retain subparagraphs below only for those materials referenced in subsequent paragraphs.

"Mill-Galvanized, Carbon-Steel Wire" Subparagraph below is allowed only for anchors and ties in interior walls where humidity is less than 75 percent.

- 1. Mill-Galvanized, Carbon-Steel Wire: ASTM A82/A82M, with ASTM A641/A641M, Class 1 coating.
- 2. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A82/A82M, with ASTM A153/A153M, Class B-2 coating.

Retain first option in "Stainless Steel Wire" Subparagraph below unless higher corrosion resistance of Type 316 is required.

3. Stainless Steel Wire: ASTM A580/A580M, Type 304 or Type 316.

"Galvanized-Steel Sheet" Subparagraph below is allowed only for anchors and ties in interior walls where humidity is less than 75 percent.

4. Galvanized-Steel Sheet: ASTM A653/A653M, Commercial Steel, G60 zinc coating.
5. Steel Sheet, Galvanized after Fabrication: ASTM A1008/A1008M, Commercial Steel, with ASTM A153/A153M, Class B coating.

Retain first option in "Stainless Steel Sheet" Subparagraph below unless higher corrosion resistance of Type 316 is required.

6. Stainless Steel Sheet: ASTM A240/A240M or ASTM A666, Type 304 or Type 316.

Retain "Steel Plates, Shapes, and Bars" Subparagraph below if required for rigid anchors.

7. Steel Plates, Shapes, and Bars: ASTM A36/A36M.

- 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.

If retaining last option in "Anchor Section for Welding to Steel Frame" Subparagraph below, note that TMS 402/ACI 530/ASCE 5 does not allow ties made from mill-galvanized wire for interior use in spaces where humidity exceeds 75 percent.

1. Anchor Section for Welding to Steel Frame: Crimped 1/4-inch-diameter, hot-dip galvanized steel wire.

If retaining last option in "Tie Section" Subparagraph below, note that TMS 402/ACI 530/ASCE 5 does not allow ties made from mill-galvanized wire for interior use in spaces where humidity exceeds 75 percent.

2. Tie Section: Triangular-shaped wire tie made from 0.187-inch- diameter, hot-dip galvanized steel wire.

- D. Adjustable Anchors for Connecting to Concrete: Provide anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall.

Retain "Connector Section" and "Tie Section" subparagraphs below; otherwise, retain "Corrugated-Metal Ties" Subparagraph below.

1. Connector Section: Dovetail tabs for inserting into dovetail slots in concrete and attached to tie section; formed from 0.105-inch-thick steel sheet, galvanized after fabrication.

Note that TMS 402/ACI 530/ASCE 5 does not allow ties made from galvanized-steel sheet for interior use in spaces where humidity exceeds 75 percent.

, note that TMS 402/ACI 530/ASCE 5 does not allow ties made from mill-galvanized wire for interior use in spaces where humidity exceeds 75 percent.

2. Tie Section: Triangular-shaped wire tie made from 0.187-inch- diameter, hot-dip galvanized steel wire.

3. Corrugated-Metal Ties: Metal strips not less than 7/8 inch wide with corrugations having a wavelength of 0.3 to 0.5 inch and an amplitude of 0.06 to 0.10 inch made from 0.060-inch-thick steel sheet, galvanized after fabrication with dovetail tabs for inserting into dovetail slots in concrete.
- E. Partition Top Anchors: 0.105-inch-thick metal plate with a 3/8-inch-diameter metal rod 6 inches 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.

Rigid anchors can be used to connect T-intersections of CMU shear walls in lieu of masonry bonding or bond beams. They are also often used at T-intersections of other CMU walls, although masonry bonding and T-shaped masonry-joint reinforcement may be used.

- F. Rigid Anchors: Fabricate from steel bars 1-1/2 inches wide by 1/4 inch thick by 24 inches long, with ends turned up 2 inches or with cross pins unless otherwise indicated bent to configuration indicated.

Retain one of three options in "Corrosion Protection" Subparagraph below. Rigid anchors may not be fully embedded in mortar or grout and therefore require a coating for corrosion protection. TMS 602/ACI 530.1/ASCE 6 requires hot-dip galvanized or epoxy coating.

1. Corrosion Protection: Hot-dip galvanized to comply with ASTM A 153/A 153M.

2.8 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Premolded filler strips complying with ASTM D1056, Grade 2A1; 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 or PVC, complying with ASTM D2287, Type PVC-65406 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).

2.9 MASONRY-CELL FILL

- A. Loose-Fill Insulation: Perlite complying with ASTM C549, Type II (surface treated for water repellency and limited moisture absorption) or Type IV (surface treated for water repellency and to limit dust generation).
- B. Lightweight-Aggregate Fill: ASTM C331/C331M.

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.

Retain one or more of first three subparagraphs below to indicate acceptable mortar types.

2. Use masonry cement or mortar cement mortar unless otherwise indicated.
3. For exterior masonry, use masonry cement or mortar cement mortar.
4. For reinforced masonry, use masonry cement or mortar cement mortar.
5. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.

Preblended, dry mortar mix can help ensure uniformity, but is inappropriate for small projects.

- B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.
- C. Mortar for Unit Masonry: Comply with ASTM C270, Specification. Provide the following types of mortar for applications stated unless another type is indicated or needed to provide required compressive strength of masonry.

Before retaining mortar types in subparagraphs below, see Appendix X1 in ASTM C270 and BIA Technical Notes 8A and 8B for recommendations; coordinate with requirements for masonry compressive strengths.

1. For reinforced masonry, use Type N.
 2. For mortar parge coats, use Type S or Type N.
 3. For exterior, above-grade, load-bearing and nonload-bearing walls and parapet walls; for interior load-bearing walls; for interior nonload-bearing partitions; and for other applications where another type is not indicated, use Type N.
 4. For interior nonload-bearing partitions, Type O may be used instead of Type N.
- 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.

Retain first three subparagraphs below if retaining option in "Pigmented Mortar" Paragraph above. Percentages in first two subparagraphs are for pigments containing only metallic oxides. If pigments containing carbon black are used, carbon black must be limited to 2 percent of portland cement by weight or 1 percent of masonry cement or mortar cement.

1. Pigments shall not exceed 10 percent of portland cement by weight.
2. Pigments shall not exceed 5 percent of masonry cement or mortar cement by weight.

Insert materials and proportions used for sample in first subparagraph below if known.

3. Mix to match Architect's sample.
 4. Application: Use pigmented mortar for exposed mortar joints with the following units:
 - a. Decorative CMUs.
 - b. Pre-faced CMUs.
 - c. Cast-stone trim units.
- 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.

Insert materials and proportions used for sample in first subparagraph below if known.

1. Mix to match Architect's sample.
 2. Application: Use colored-aggregate mortar for exposed mortar joints with the following units:
 - a. Decorative CMUs.
 - b. Pre-faced CMUs.
 - c. Cast-stone trim units.
- 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.
 3. Provide grout with a slump of 8 to 11 inches as measured according to ASTM C143/C143M.
- G. Epoxy Pointing Mortar: Mix epoxy pointing mortar to comply with mortar manufacturer's written instructions.
1. Application: Use epoxy pointing mortar for exposed mortar joints with pre-faced CMUs.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine conditions, with Installer present, for compliance with requirements for installation 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.
 4. Verify that substrates are free of substances that would impair mortar bond.
- B. Before installation, examine rough-in and built-in construction for piping systems to verify 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 or minus 1/4 inch.
2. For location of elements in plan, do not vary from that indicated by more than plus or minus 1/2 inch.
3. For location of elements in elevation, do not vary from that indicated by more than plus or minus 1/4 inch in a story height or 1/2 inch 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, or 1/2-inch 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, 1/4 inch in 20 feet, or 1/2-inch maximum.
3. For vertical lines and surfaces do not vary from plumb by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch 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, 1/4 inch in 20 feet, or 1/2-inch maximum.
5. For lines and surfaces, do not vary from straight by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.
6. For vertical alignment of exposed head joints, do not vary from plumb by more than 1/4 inch in 10 feet, or 1/2-inch maximum.
7. For faces of adjacent exposed masonry units, do not vary from flush alignment by more than 1/16 inch.

C. Joints:

1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch, with a maximum thickness limited to 1/2 inch.
2. For exposed bed joints, do not vary from bed-joint thickness of adjacent courses by more than 1/8 inch.
3. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch or minus 1/4 inch.
4. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch.

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.

Pattern is usually running bond. If other bond patterns are required, specify in "Bond Pattern for Exposed Masonry" Paragraph below or indicate on Drawings.

- 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 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. Bond and interlock each course of each wythe at corners. Do not use units with less-than-nominal 4-inch 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.

Revise first paragraph below if flexible perimeter joint or thermal break is required.

- 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 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.

Retain one or more of first three subparagraphs below or revise to suit Project. Coordinate with firestopping requirements. Retain first subparagraph if live-load deflection of structure above will produce stress in masonry. Indicate on Drawings or insert descriptive requirements in this Section for building walls around steel joists and similar construction if required. Indicate joint-filler thickness on Drawings as well as details of connection required if structure acts as lateral support for partitions.

1. Install compressible filler in joint between top of partition and underside of structure above.

Spacing in first subparagraph below is an example only.

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 clearance between end of anchor rod and end of tube. Space anchors 16 inches 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. Set cast-stone trim units in full bed of mortar with full vertical joints. Fill dowel, anchor, and similar holes.
 - 1. Clean soiled surfaces with fiber brush and soap powder and rinse thoroughly with clear water.
 - 2. Wet joint surfaces thoroughly before applying mortar.
 - 3. Rake out mortar joints for pointing with sealant.
- D. Rake out mortar joints at pre-faced CMUs to a uniform depth of 1/4 inch and point with epoxy mortar to comply with epoxy-mortar manufacturer's written instructions.

If another joint profile is used, revise first paragraph below or show on Drawings.

- E. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.
- F. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint) unless otherwise indicated.
- G. Cut joints flush where indicated to receive waterproofing unless otherwise indicated.

3.6 MASONRY-CELL FILL

- A. Pour lightweight-aggregate fill into cavities to fill void spaces. Maintain inspection ports to show presence of fill at extremities of each pour area. Close the ports after filling has been confirmed. Limit the fall of fill to one story high, but not more than 20 feet.
- B. Install molded-polystyrene insulation units into masonry unit cells before laying units.

3.7 MASONRY-JOINT REINFORCEMENT

- A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls, 1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches.

Revise three subparagraphs below if different spacing is required; delete if shown on Drawings.

- 1. Space reinforcement as shown on details.

- B. Interrupt joint reinforcement at control and expansion joints unless otherwise indicated.

First paragraph below can be deleted if rigid anchors are used to bond walls at intersections.

- C. Provide continuity at corners by using prefabricated L-shaped units.

Retain last paragraph above or option in paragraph below.

- D. Cut and bend reinforcing units as directed by manufacturer for continuity at corners, returns, offsets, column fireproofing, pipe enclosures, and other special conditions.

3.8 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 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 o.c. vertically and 36 inches o.c. horizontally.

3.9 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 in-plane wall or partition movement.
- B. Form control joints in concrete masonry using one of the following methods:
 - 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.
 - 2. Install preformed control-joint gaskets designed to fit standard sash block.
 - 3. Install interlocking units designed for control joints. Install bond-breaker strips at joint. Keep head joints free and clear of mortar, or rake out joint for application of sealant.
 - 4. Install temporary foam-plastic filler in head joints, and remove filler when unit masonry is complete for application of sealant.

3.10 REINFORCED UNIT MASONRY

- A. Temporary Formwork and Shores: Construct formwork and shores as needed to support 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.

3.11 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 shall be done at Contractor's expense.
- B. Inspections: Special inspections according to Level B in TMS 402/ACI 530/ASCE 5.
 1. Begin masonry construction only after inspectors have verified proportions of site-prepared mortar.
 2. Place grout only after inspectors have verified compliance of grout spaces and of grades, sizes, and locations of reinforcement.
 3. Place grout only after inspectors have verified proportions of site-prepared grout.
- C. Testing Prior to Construction: One set of tests.
- D. Concrete Masonry Unit Test: For each type of unit provided, according to ASTM C140 for compressive strength.
- E. Mortar Aggregate Ratio Test (Proportion Specification): For each mix provided, according to ASTM C780.
- F. Mortar Test (Property Specification): For each mix provided, according to ASTM C780. Test mortar for mortar air content and compressive strength.
- G. Grout Test (Compressive Strength): For each mix provided, according to ASTM C1019.
- H. Prism Test: For each type of construction provided, according to ASTM C1314 at 7 days and at 28 days.

3.12 PARING

- A. Parge exterior faces of below-grade masonry walls, where indicated, in two uniform coats to a total thickness of 3/4 inch. Dampen wall before applying first coat, and scarify first coat to ensure full bond to subsequent coat.

- B. Use a steel-trowel finish to produce a smooth, flat, dense surface with a maximum surface variation of 1/8 inch per foot. Form a wash at top of parging and a cove at bottom.
- C. Damp-cure parging for at least 24 hours and protect parging until cured.

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:
 - 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. 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. Waste Disposal as Fill Material: Dispose of clean masonry waste, including excess or soil-contaminated sand, waste mortar, and broken masonry units, by crushing and mixing with fill material as fill is placed.
 - 1. Crush masonry waste to less than 4 inches in each dimension.
 - 2. Mix masonry waste with at least two parts of specified fill material for each part of masonry waste. Fill material is specified in Section 312000 "Earth Moving."
 - 3. Do not dispose of masonry waste as fill within 18 inches of finished grade.
- C. Masonry Waste Recycling: Return broken CMUs not used as fill to manufacturer for recycling.
- D. 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.
2. Shrinkage-resistant grout.

B. Related Requirements:

1. Section 099123 "Interior Painting" for painting requirements over primed steel.

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 selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.5 ACTION SUBMITTALS

A. Product Data:

1. Structural-steel materials.
2. High-strength, bolt-nut-washer assemblies.
3. Anchor rods.
4. Threaded rods.
5. Shop primers.
6. Galvanized repair paint.
7. Shrinkage-resistant grout.

- B. Shop Drawings: Show fabrication of structural-steel components.
 - 1. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
 - 2. Include embedment Drawings.
 - 3. 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.
 - 4. Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify pretensioned and slip-critical, high-strength bolted connections.
 - 5. Identify members not to be shop primed.
- C. Delegated Design Submittal: For structural-steel connections indicated on Drawings to comply with design loads, include analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Fabricator, FRP fabricator, and Installer.
- B. Welding certificates.
- C. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers, certifying that shop primers are compatible with topcoats.
- D. Mill test reports for structural-steel materials, including chemical and physical properties.
- E. Product Test Reports: For the following:
 - 1. Bolts, nuts, and washers, including mechanical properties and chemical analysis.
 - 2. Direct-tension indicators.
 - 3. Tension-control, high-strength, bolt-nut-washer assemblies.
- F. Survey of existing conditions.

1.7 QUALITY ASSURANCE

- A. Fabricator Qualifications: A qualified fabricator that participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Category BU is preferred. At least 10 projects completed of a similar size and scope to Project.
 - 1. If fabricator is not designated an AISC-Certified Plant, see Source Quality Control Article for Contractor responsibilities.
 - 2. A qualified manufacturer of FRP material that is certified to the ISO-9001:2000 standard and with a minimum of five years' experience in the manufacture of FRP structural shapes.
- B. A qualified fabricator of FRP material with a minimum of five years' experience in the fabrication of FRP structural shapes.
- C. Installer Qualifications: At least 10 projects completed of similar size and scope.

- D. Welding Qualifications: Qualify procedures and personnel in accordance with AWS D1.1/D1.1M.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from corrosion and deterioration.
 - 1. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.
- B. Store fasteners in a protected place in sealed containers with manufacturer's labels intact.
 - 1. Fasteners may be repackaged provided Owner's testing and inspecting agency observes repackaging and seals containers.
 - 2. Clean and relubricate bolts and nuts that become dry or rusty before use.
 - 3. Comply with manufacturers' written recommendations for cleaning and lubricating ASTM F3125/F3125M, Grade F1852 bolt assemblies and for retesting bolt assemblies after lubrication.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Comply with applicable provisions of the following specifications and documents:
 - 1. ANSI/AISC 303.
 - 2. ANSI/AISC 360.
 - 3. RCSC's "Specification for Structural Joints Using High-Strength Bolts."
- B. Connection Design Information:
 - 1. Design connections and final configuration of member reinforcement at connections in accordance with ANSI/AISC 303 by fabricator's qualified professional engineer.
 - a. Use Load and Resistance Factor Design; beam reactions shown on Drawings are given at factored-load level.
 - b. Shear Connections: For design the minimum beam shear reaction is 10 kips, or 25% maximum total uniform load for all steel members, whichever is greater. Design for marked plan loads or minimum, whichever is greater.
 - c. Braced Frame Connections: Design for the factored axial beam and brace forces as indicated on the Drawings, using the schematic details shown.
 - d. Moment Connections: Provide as detailed on Drawings, no design required.

2.2 STRUCTURAL-STEEL MATERIALS

- A. W-Shapes: ASTM A 992/A 992M.
- B. Channels: ASTM A 572/A 572M, Grade 50.
- C. Angles, Plate and Bar: ASTM A 36/A 36M.
- D. Cold-Formed Hollow Structural Sections (Square or Rectangular): ASTM A 500, Grade C, structural tubing. 50 KSI material.
- E. Welding Electrodes: Comply with AWS requirements.

2.3 BOLTS AND CONNECTORS

- A. High-Strength A325 Bolts, Nuts, and Washers: ASTM F3125/F3125M, Grade A325, Type 1, heavy-hex steel structural bolts; ASTM A563, Grade DH, heavy-hex carbon-steel nuts; and ASTM F436/F436M, Type 1, hardened carbon-steel washers; all with plain finish.
 - 1. Direct-Tension Indicators: ASTM F959/F959M, Type 325-1, compressible-washer type with plain finish.
- B. Tension-Control, High-Strength Bolt-Nut-Washer Assemblies: ASTM F3125/F3125M, Grade F1852, Type 1, heavy-hex head assemblies, consisting of steel structural bolts with splined ends; ASTM A563, Grade DH, heavy-hex carbon-steel nuts; and ASTM F436/F436M, Type 1, hardened carbon-steel washers.
 - 1. Finish: Plain.

2.4 RODS

- A. Headed Anchor Rods: ASTM F1554, Grade 36, straight.
 - 1. Nuts: ASTM A563 heavy-hex carbon steel.
 - 2. Plate Washers: ASTM A36/A36M carbon steel.
 - 3. Washers: ASTM F436, Type 1, hardened carbon steel.
 - 4. Finish: Plain.
- B. Threaded Rods: ASTM A36/A36M.
 - 1. Nuts: ASTM A563 heavy-hex carbon steel.
 - 2. Washers: ASTM F436, Type 1, hardened carbon steel.
 - 3. Finish: Plain.

2.5 FIBERGLASS REINFORCED POLYMER STRUCTURAL SHAPES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Fibergrate Composite Structures, Inc.
2. Southwell Corporation.
3. Strongwell Corporation.
4. Structural Fiberglass, Inc.

B. General Material Properties:

1. All material to be manufactured by the pultrusion process with a glass content minimum of 45 percent, maximum of 55 percent by weight.
2. Fiberglass reinforcement shall be a combination of continuous roving, continuous strand mat, and surfacing veil in sufficient quantities as needed by the application and/or physical properties required.
3. Resins shall be non-fire retardant isophthalic polyester with chemical formulation necessary to provide the corrosion resistance, strength and other physical properties as required.
4. All finished surfaces of FRP shapes shall be smooth, resin rich, free of voids and without dry spots, cracks, crazes or unreinforced areas. All glass fibers shall be well covered with resin to protect against their exposure due to wear or weathering.
5. All material shall be further protected from ultraviolet (UV) attack with integral UV inhibitors in the resin and a synthetic surfacing veil to produce a resin rich surface.

C. Structural Properties: FRP material to meet the following minimum longitudinal mechanical properties:

Property	ASTM Method	Value
Tensile Strength	D 638	20,000 psi
Tensile Modulus	D 638	1.8×10^6 psi
Flexural Strength	D 790	24,000 psi
Flexural Modulus	D 790	2.0×10^6 psi
Coefficient of Thermal Expansion	D 696	8.0×10^{-6} in/in/deg F
Flame Spread	E 84	25 or less

2.6 PRIMER

A. All Structural Steel Unless Otherwise Noted and Interior Lintels: Provide primer with the following characteristics:

1. Modified alkyd, non-lead, non-chromate, minimum 58 percent solids by volume, grey color.
2. Abrasion: ASTM D 4060 CS17 Wheel 500 grams load.
3. Adhesion: Method ASTM D 3359, Method B, crosshatch.
4. Elongation: ASTM D 522 Method B.
5. Exterior Exposure: Exposure at 45 degrees facing south, four years exposure.
6. Salt Spray: Method ASTM B 117.

2.7 SHRINKAGE-RESISTANT GROUT

- A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C1107/C1107M, factory-packaged, nonmetallic aggregate grout, noncorrosive and nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

2.8 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.
 - 1. Identify high-strength structural steel in accordance with ASTM A6/A6M and maintain markings until structural-steel framing has been erected.
 - 2. Mark and match-mark materials for field assembly.
 - 3. Complete structural-steel assemblies, including welding of units, before starting shop-priming operations.
- B. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.
 - 1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1/D1.1M.
- C. Bolt Holes: Cut, drill, or punch standard bolt holes perpendicular to metal surfaces.
- D. Finishing: Accurately finish ends of columns and other members transmitting bearing loads.
- E. Cleaning: Clean and prepare steel surfaces that are to remain unpainted in accordance with SSPC-SP 3.
- F. Holes: Provide holes required for securing other work to structural steel and for other work to pass through steel members.
 - 1. Cut, drill, or punch holes perpendicular to steel surfaces. Do not thermally cut bolt holes or enlarge holes by burning.
 - 2. Baseplate Holes: Cut, drill, mechanically thermal cut, or punch holes perpendicular to steel surfaces.
 - 3. Weld threaded nuts to framing and other specialty items indicated to receive other work.
- G. FRP Structural Shapes:
 - 1. Measurements: Structural Shapes supplied shall meet the minimum dimensional requirements as shown or specified. The Contractor shall provide and/or verify measurements in field for work fabricated to fit field conditions as required by manufacturer to complete the work. Determine correct size and locations of required holes or coping from field dimensions before structural shape fabrication.
 - 2. Sealing: All shop fabricated cuts or drilling shall be coated with vinyl ester resin to provide maximum corrosion resistance.
 - 3. All finished surfaces of FRP items and fabrications shall be smooth, resin rich, free of voids and without dry spots, cracks, crazes or unreinforced areas.

2.9 SHOP CONNECTIONS

- A. High-Strength Bolts: Shop install high-strength bolts in accordance with RCSC's "Specification for Structural Joints Using High-Strength Bolts" for type of bolt and type of joint specified.
 - 1. Joint Type: Snug tightened or pretensioned and slip critical where indicated on Drawings.
- B. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
 - 1. Assemble and weld built-up sections by methods that maintain true alignment of axes without exceeding tolerances in ANSI/AISC 303 for mill material.

2.10 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 lintels located in exterior walls and other members as indicated.

2.11 SHOP PRIMING

- A. Shop prime steel surfaces, except the following:
 - 1. Surfaces embedded in concrete or mortar. Extend priming of partially embedded members to a depth of 2 inches.
 - 2. Surfaces to be field welded.
 - 3. Surfaces of high-strength bolted, slip-critical connections.
 - 4. Surfaces to receive sprayed fire-resistive materials (applied fireproofing).
 - 5. Galvanized surfaces.
- B. Surface Preparation 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 3, "Power Tool Cleaning".
- C. Priming:
 - 1. Immediately after surface preparation, apply primer in accordance with manufacturer's written instructions and at rate recommended by SSPC but at least to a minimum dry film thickness as listed below. Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.
 - a. All Structural Steel Unless Otherwise Noted and Interior Lintels: 2.0 to 3.5 mils.
 - 2. Stripe paint corners, crevices, bolts, welds, and sharp edges.

3. Apply two coats of shop paint to surfaces that are inaccessible after assembly or erection. Change color of second coat to distinguish it from first.

2.12 SOURCE QUALITY CONTROL

- A. Testing Agency: If fabricator is not designated an AISC-Certified Plant then the Contractor shall engage an independent testing and inspecting agency to perform shop tests and inspections and prepare test reports.
 1. Provide testing agency with access to places where structural-steel work is being fabricated or produced to perform tests and inspections.
 2. Bolted Connections: Inspect shop-bolted connections in accordance with RCSC's "Specification for Structural Joints Using High-Strength Bolts."
 3. Welded Connections: Visually inspect shop-welded connections in accordance with AWS D1.1/D1.1M.
 4. Prepare test and inspection reports.
 5. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify, with certified steel erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.
 1. Prepare a certified survey of existing conditions. Include bearing surfaces, anchor rods, bearing plates, and other embedments showing dimensions, locations, angles, and elevations.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place unless otherwise indicated 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.

- B. Baseplates, Bearing Plates, and Leveling Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.
 - 1. Set plates for structural members on wedges, shims, or setting nuts as required.
 - 2. Weld plate washers to top of baseplate.
 - 3. Snug-tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
 - 4. Promptly pack shrinkage-resistant grout solidly between bearing surfaces and plates, so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for grouting.
- C. Maintain erection tolerances of structural steel within ANSI/AISC 303.
- D. Align and adjust various members that form part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that are in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
 - 1. Level and plumb individual members of structure. Slope roof framing members to slopes indicated on Drawings.
 - 2. Make allowances for difference between temperature at time of erection and mean temperature when structure is completed and in service.
- E. Splice members only where indicated.
- F. Do not use thermal cutting during erection.
- G. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.
- H. FRP Structural Shapes:
 - 1. Provide anchorage devices and fasteners for securing FRP fabrications as shown on Drawings.
 - 2. Perform cutting, drilling and fitting required for installation of FRP fabrications. Set FRP fabrication accurately in location, alignment and elevation; with edges and surfaces level, plumb, true and free of rack; measured from established lines and levels.

3.4 FIELD CONNECTIONS

- A. High-Strength Bolts: Install high-strength bolts in accordance with RCSC's "Specification for Structural Joints Using High-Strength Bolts" for bolt and joint type specified.
 - 1. Joint Type: Snug tightened or pretensioned and slip critical where indicated on Drawings.
- B. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding 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.
2. Remove backing bars or runoff tabs where indicated, back gouge, and grind steel smooth.
3. Assemble and weld built-up sections by methods that maintain true alignment of axes without exceeding tolerances in ANSI/AISC 303 for mill material.

3.5 REPAIR

- A. Galvanized Surfaces: Clean areas where galvanizing is damaged or missing, and repair galvanizing to comply with ASTM A780/A780M.
- B. Touchup Painting:
 1. Immediately after erection, clean exposed areas where primer is damaged or missing, and paint with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
 - a. Clean and prepare surfaces by 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 and inspect steel frame joint details.
 2. Verify weld materials and inspect welds.
 3. Verify connection materials and inspect high-strength bolted connections.
- B. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
 1. Bolted Connections: Inspect bolted connections in accordance with RCSC's "Specification for Structural Joints Using High-Strength Bolts."
 2. Welded Connections: Visually inspect field welds in accordance with AWS D1.1/D1.1M.

END OF SECTION 051200

SECTION 053100 - STEEL DECKING

PART 1 - GENERAL

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, 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. Product Test Reports: For tests performed by a qualified testing agency, indicating that each of the following complies with requirements:
 - a. Power-actuated mechanical fasteners.
 - b. Deck Primer Test Reports: Provide documentation of primer compatibility with finish paint.

D. Qualification Statements: For welding personnel.

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.
- B. 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

- A. AISI Specifications: Comply with calculated structural characteristics of steel deck in accordance with AISI S100.

2.2 ROOF DECK

- A. Fabrication of Roof Deck: Fabricate panels, without top-flange stiffening grooves, to comply with SDI RD and with the following:
 - 1. Galvanized- and Shop-Primed Steel Sheet: ASTM A653/A653M, Structural Steel (SS), Grade 33, G60 zinc coating; cleaned, pretreated, and primed with manufacturer's standard baked-on, rust-inhibitive primer.
 - a. Color: Manufacturer's standard.
 - 2. Deck Profile: Type WR, wide rib.
 - 3. Profile Depth: 1-1/2 inches.
 - 4. Design Uncoated-Steel Thickness: 0.0358 inch.
 - 5. Span Condition: Triple span or more.
 - 6. Side Laps: Overlapped.

2.3 ACCESSORIES

- A. Provide manufacturer's standard accessory materials for deck that comply with requirements indicated.
- B. Mechanical Fasteners: Corrosion-resistant, low-velocity, power-actuated or pneumatically driven carbon-steel fasteners; or self-drilling, self-threading screws.
- C. Side-Lap Fasteners: Corrosion-resistant, hexagonal washer head; self-drilling, carbon-steel screws, No. 10 minimum diameter.
- D. Miscellaneous Sheet Metal Deck Accessories: Steel sheet, minimum yield strength of 33,000 psi, not less than 0.0359-inch design uncoated thickness, of same material and finish as deck; of profile indicated or required for application.

- E. Galvanizing Repair Paint: ASTM A780/A780M.
- F. Repair Paint: Manufacturer's standard rust-inhibitive primer of same color as primer.

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 C, SDI NC, and SDI RD, as applicable; manufacturer's written instructions; and requirements in this Section.
- B. Install temporary shoring before placing deck panels if required to meet deflection limitations.
- C. Locate deck bundles to prevent overloading of supporting members.
- D. Place deck panels on supporting frame and adjust to final position with ends accurately aligned and bearing on supporting frame before being permanently fastened. Do not stretch or contract side-lap interlocks.
- E. Place deck panels flat and square and fasten to supporting frame without warp or deflection.
- F. Cut and neatly fit deck panels and accessories around openings and other work projecting through or adjacent to deck.
- G. Provide additional reinforcement and closure pieces at openings as required for strength, continuity of deck, and support of other work.
- H. Comply with AWS requirements and procedures for manual shielded metal arc welding, appearance and quality of welds, and methods used for correcting welding work.
- I. Mechanical fasteners may be used in lieu of welding to fasten deck. Locate mechanical fasteners and install in accordance with deck manufacturer's written instructions.

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 long, and as follows:
 - 1. Weld Diameter: 5/8 inch, nominal.

2. Weld Spacing: Weld edge and interior ribs of deck units with a minimum of two welds per deck unit at each support and as indicated.
- B. Side-Lap and Perimeter Edge Fastening: Fasten side laps and perimeter edges of panels between supports, with spacing as indicated, and as follows:
 1. Mechanically fasten with self-drilling, No. 10 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, with end joints as follows:
 1. End Joints: Lapped 2 inches minimum.
- D. Miscellaneous Roof-Deck Accessories: Install ridge and valley plates, finish strips, end closures, and reinforcing channels in accordance with deck manufacturer's written instructions. mechanically fasten to substrate to provide a complete deck installation.
 1. Weld cover plates at changes in direction of roof-deck panels unless otherwise indicated.

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.
- B. Repair Painting:
 1. Apply repair paint, of same color as adjacent shop-primed deck, to bottom surfaces of deck exposed to view.

3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will 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 and mechanical fastening will be subject to inspection.
 2. Steel decking will be considered defective if it does not pass tests and inspections.

END OF SECTION 053100

SECTION 054000 - COLD-FORMED METAL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Exterior non-load-bearing wall framing.
2. Ceiling joist framing.
3. Soffit framing.

B. Related Requirements:

1. Section 092216 "Non-Structural Metal Framing" for standard, interior non-load-bearing, metal-stud framing, with height limitations and ceiling-suspension assemblies.

1.2 ACTION SUBMITTALS

A. Product Data: For the following:

1. Cold-formed steel framing materials.
2. Interior/exterior shaft wall framing and breakaway clips.
3. Exterior non-load-bearing wall framing.
4. Single deflection track.
5. Ceiling joist framing.
6. Soffit framing.
7. Post-installed anchors.
8. Power-actuated anchors.
9. Sill sealer gasket.

B. Shop Drawings:

1. Include layout, spacings, sizes, thicknesses, and types of cold-formed steel framing; fabrication; and fastening and anchorage details, including mechanical fasteners.
2. Indicate reinforcing channels, opening framing, supplemental framing, strapping, bracing, bridging, splices, accessories, connection details, and attachment to adjoining work.

C. Delegated Design Submittal: For cold-formed steel framing.

1.3 INFORMATIONAL SUBMITTALS

A. Product Test Reports: For each listed product, for tests performed by a qualified testing agency.

1. Steel sheet.
2. Expansion anchors.

3. Power-actuated anchors.
4. Mechanical fasteners.
5. Miscellaneous structural clips and accessories.

B. Research Reports:

1. For nonstandard cold-formed steel framing post-installed anchors and power-actuated fasteners, from ICC-ES or other qualified testing agency acceptable to authorities having jurisdiction.

1.4 QUALITY ASSURANCE

- A. Cold-formed Metal Framing Installer Qualifications: At least 5 years experience in construction of cold-formed metal framing systems similar in scope to application shown on Documents with record of successful in-service performance for prior projects.
- B. Product Tests: Mill certificates or data from a qualified independent testing agency indicating steel sheet complies with requirements, including base-metal thickness, yield strength, tensile strength, total elongation, chemical requirements, and metallic-coating thickness.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Protect and store cold-formed steel framing from corrosion, moisture staining, deformation, and other damage during delivery, storage, and handling as required in AISI S202.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design cold-formed steel framing.
- B. Structural Performance: Provide cold-formed steel framing capable of withstanding design loads within limits and under conditions indicated.
 1. Design Criteria: As indicated on Drawings.
 2. Deflection Limits: Design framing systems to withstand design loads without deflections greater than the following:
 - a. Exterior Non-Load-Bearing Framing: Horizontal deflection of 1/600 of the wall height.
 - b. Ceiling Joist Framing: Vertical deflection of 1/360 of the span for live loads and 1/240 for total loads of the span.
 3. Design framing systems to provide for movement of framing members located outside the insulated building envelope without damage or overstressing, sheathing failure, connection failure, undue strain on fasteners and anchors, or other detrimental effects when subject to a maximum ambient temperature change of 120 deg F.

4. Design framing system to maintain clearances at openings, to allow for construction tolerances, and to accommodate live load deflection of primary building structure as follows:
 - a. Upward and downward movement of 3/4 inch.
 5. Design exterior non-load-bearing wall framing to accommodate horizontal deflection without regard for contribution of sheathing materials.
- C. Cold-Formed Steel Framing Standards: Unless more stringent requirements are indicated, framing complies with AISI S100 and AISI S240.

2.2 COLD-FORMED STEEL FRAMING MATERIALS

- A. Framing Members, General: Comply with AISI S240 for conditions indicated.
- B. Steel Sheet: ASTM A1003/A1003M, Structural Grade, Type H, metallic coated, of grade and coating designation as follows:
1. Grade: As required by structural performance.
 2. Coating: G60, A60, AZ50, or GF30.
- C. Steel Sheet for Vertical Deflection Clips: ASTM A653/A653M, structural steel, zinc coated, of grade and coating as follows:
1. Grade: As required by structural performance.
 2. Coating: G60.

2.3 EXTERIOR NON-LOAD-BEARING WALL FRAMING

- A. Steel Studs: Manufacturer's standard C-shaped steel studs, of web depths indicated, punched, with stiffened flanges, and as follows:
1. Minimum Base-Metal Thickness: 0.0538 inch.
 2. Flange Width: 1-5/8 inches.
- B. Steel Track: Manufacturer's standard U-shaped steel track, of web depths indicated, unpunched, with unstiffened flanges, and as follows:
1. Minimum Base-Metal Thickness: Matching steel studs.
 2. Flange Width: 1-1/4 inches.
- C. Single Deflection Track: Manufacturer's single, deep-leg, U-shaped steel track; unpunched, with unstiffened flanges, of web depth to contain studs while allowing free vertical movement, with flanges designed to support horizontal loads and transfer them to the primary structure, and as follows:
1. Minimum Base-Metal Thickness: Matching steel studs.
 2. Flange Width: 1 inch plus the design gap for one-story structures.

2.4 CEILING JOIST FRAMING

- A. Steel Ceiling Joists: Manufacturer's standard C-shaped steel sections, of web depths indicated, punched with standard holes, with stiffened flanges, and as follows:
1. Minimum Base-Metal Thickness: 0.0329 inch.
 2. Flange Width: 2 inches, minimum.

2.5 SOFFIT FRAMING

- A. Exterior Soffit Frame: Manufacturer's standard C-shaped steel sections, of web depths indicated, with stiffened flanges, and as follows:
1. Minimum Base-Metal Thickness: 0.0329 inch.
 2. Flange Width: 2 inches, minimum.

2.6 FRAMING ACCESSORIES

- A. Fabricate steel-framing accessories from ASTM A1003/A1003M, Structural Grade, Type H, metallic coated steel sheet, of same grade and coating designation used for framing members.
- B. Provide accessories of manufacturer's standard thickness and configuration, unless otherwise indicated, as follows:
1. Supplementary framing.
 2. Bracing, bridging, and solid blocking.
 3. Web stiffeners.
 4. Anchor clips.
 5. End clips.
 6. Foundation clips.
 7. Stud kickers and knee braces.
 8. Joist hangers and end closures.
 9. Hole-reinforcing plates.
 10. Backer plates.

2.7 ANCHORS, CLIPS, AND FASTENERS

- A. Post-Installed Anchors: Fastener systems with bolts of same basic metal as fastened metal, if visible, unless otherwise indicated; with working capacity greater than or equal to the design load, according to an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC193 or ICC-ES AC308 as appropriate for the substrate.
1. Uses: Securing cold-formed steel framing to structure.
 2. Type: Torque-controlled expansion anchor, Torque-controlled adhesive anchor, or adhesive anchor.
 3. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B633 or ASTM F1941, Class Fe/Zn 5, unless otherwise indicated.

4. Material for Exterior or Interior Locations and Where Stainless Steel Is Indicated: Alloy Group 1 stainless steel bolts, ASTM F593, and nuts, ASTM F594.
- B. Power-Actuated Anchors: Fastener systems with working capacity greater than or equal to the design load, according to an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- C. Mechanical Fasteners: ASTM C1513, corrosion-resistant-coated, self-drilling, self-tapping, steel drill screws.
 1. Head Type: Low-profile head beneath sheathing; manufacturer's standard elsewhere.

2.8 MISCELLANEOUS MATERIALS

- A. Galvanizing Repair Paint: ASTM A780/A780M.
- B. Shims: Load-bearing, high-density, multimonomer, nonleaching plastic; or cold-formed steel of same grade and metallic coating as framing members supported by shims.
- C. Sill Sealer Gasket: Closed-cell neoprene foam, 1/4 inch thick, selected from manufacturer's standard widths to match width of bottom track or rim track members as required.

2.9 FABRICATION

- A. Fabricate cold-formed steel framing and accessories plumb, square, and true to line, and with connections securely fastened, according to referenced AISI's specifications and standards, manufacturer's written instructions, and requirements in this Section.
 1. Fabricate framing assemblies using jigs or templates.
 2. Cut framing members by sawing or shearing; do not torch cut.
 3. Fasten cold-formed steel framing members by welding, screw fastening, clinch fastening, pneumatic pin fastening, or riveting as standard with fabricator. Wire tying of framing members is not permitted.
 - a. Locate mechanical fasteners and install according to Shop Drawings, with screws penetrating joined members by no fewer than three exposed screw threads.
 4. Fasten other materials to cold-formed steel framing by bolting, pneumatic pin fastening, or screw fastening, according to Shop Drawings.
- B. Reinforce, stiffen, and brace framing assemblies to withstand handling, delivery, and erection stresses. Lift fabricated assemblies by means that prevent damage or permanent distortion.
- C. Tolerances: Fabricate assemblies level, plumb, and true to line to a maximum allowable variation of 1/8 inch in 10 feet and as follows:
 1. Spacing: Space individual framing members no more than plus or minus 1/8 inch from plan location. Cumulative error are not to exceed minimum fastening requirements of sheathing or other finishing materials.

2. Squareness: Fabricate each cold-formed steel framing assembly to a maximum out-of-square tolerance of 1/8 inch.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, conditions, and abutting structural framing 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 PREPARATION

- A. Install load-bearing shims or grout between the underside of load-bearing wall bottom track and the top of foundation wall or slab at locations with a gap larger than 1/4 inch to ensure a uniform bearing surface on supporting concrete or masonry construction.
- B. Install sill sealer gasket at the underside of wall bottom track or rim track and at the top of foundation wall or slab at stud or joist locations.

3.3 INSTALLATION, GENERAL

- A. Cold-formed steel framing may be shop or field fabricated for installation, or it may be field assembled.
- B. Install cold-formed steel framing according to AISI S200, AISI S202, and manufacturer's written instructions unless more stringent requirements are indicated.
- C. Install shop- or field-fabricated, cold-formed framing and securely anchor to supporting structure.
 1. Screw, or bolt wall panels at horizontal and vertical junctures to produce flush, even, true-to-line joints with maximum variation in plane and true position between fabricated panels not exceeding 1/16 inch.
- D. Install cold-formed steel framing and accessories plumb, square, and true to line, and with connections securely fastened.
 1. Cut framing members by sawing or shearing; do not torch cut.
 2. Fasten cold-formed steel framing members by welding, screw fastening, clinch fastening, or riveting. Wire tying of framing members is not permitted.
 - a. Locate mechanical fasteners, install according to Shop Drawings, and comply with requirements for spacing, edge distances, and screw penetration.
- E. Install framing members in one-piece lengths unless splice connections are indicated for track or tension members.

- F. Install temporary bracing and supports to secure framing and support loads equal to those for which structure was designed. Maintain braces and supports in place, undisturbed, until entire integrated supporting structure has been completed and permanent connections to framing are secured.
- G. Do not bridge building expansion joints with cold-formed steel framing. Independently frame both sides of joints.
- H. Install insulation, specified in Section 072100 "Thermal Insulation," in framing-assembly members, such as headers, sills, boxed joists, and multiple studs at openings, that are inaccessible on completion of framing work.
- I. Fasten hole-reinforcing plate over web penetrations that exceed size of manufacturer's approved or standard punched openings.

3.4 INSTALLATION OF EXTERIOR NONLOADBEARING WALL FRAMING

- A. Install continuous tracks sized to match studs. Align tracks accurately and securely anchor to supporting structure.
- B. Fasten both flanges of studs to bottom track unless otherwise indicated. Space studs as follows:
 - 1. Stud Spacing: 16 inches.
- C. Set studs plumb, except as needed for diagonal bracing or required for nonplumb walls or warped surfaces and similar requirements.
- D. Isolate non-load-bearing steel framing from building structure to prevent transfer of vertical loads while providing lateral support.
 - 1. Install single deep-leg deflection tracks and anchor to building structure.
- E. Install horizontal bridging in wall studs, spaced vertically in rows indicated on Shop Drawings but not more than 48 inches apart. Fasten at each stud intersection.
 - 1. Channel Bridging: Cold-rolled steel channel, welded or mechanically fastened to webs of punched studs.
 - 2. Strap Bridging: Combination of flat, taut, steel sheet straps of width and thickness indicated and stud-track solid blocking of width and thickness to match studs. Fasten flat straps to stud flanges and secure solid blocking to stud webs or flanges.
 - 3. Bar Bridging: Proprietary bridging bars installed according to manufacturer's written instructions.
- F. Top Bridging for Single Deflection Track: Install row of horizontal bridging within 12 inches of single deflection track. Install a combination of bridging and stud or stud-track solid blocking of width and thickness matching studs, secured to stud webs or flanges.
- G. Install miscellaneous framing and connections, including stud kickers, web stiffeners, clip angles, continuous angles, anchors, and fasteners, to provide a complete and stable wall-framing system.

3.5 INSTALLATION OF JOIST FRAMING

- A. Install perimeter joist track sized to match joists. Align and securely anchor or fasten track to supporting structure at corners, ends, and spacings indicated on Shop Drawings.
- B. Install joists bearing on supporting frame, level, straight, and plumb; adjust to final position, brace, and reinforce. Fasten joists to both flanges of joist track.
 - 1. Install joists over supporting frame with a minimum end bearing of 1-1/2 inches.
 - 2. Reinforce ends and bearing points of joists with web stiffeners, end clips, joist hangers, steel clip angles, or steel-stud sections.
- C. Space joists not more than 2 inches from abutting walls, and as follows:
 - 1. Joist Spacing: 16 inches.
- D. Frame openings with built-up joist headers, consisting of joist and joist track or another combination of connected joists if indicated.
 - 1. Install web stiffeners to transfer axial loads of walls above.
- E. Install bridging at intervals indicated on Shop Drawings. Fasten bridging at each joist intersection with one of the following options:
 - 1. Joist-Track Solid Bridging: Joist-track solid blocking of width and thickness indicated, secured to joist webs.
 - 2. Combination Bridging: Combination of flat, taut, steel sheet straps of width and thickness indicated and joist-track solid blocking of width and thickness indicated. Fasten flat straps to bottom flange of joists and secure solid blocking to joist webs.
- F. Secure joists to load-bearing interior walls to prevent lateral movement of bottom flange.
- G. Install miscellaneous joist framing and connections, including web stiffeners, closure pieces, clip angles, continuous angles, hold-down angles, anchors, and fasteners, to provide a complete and stable joist-framing assembly.

3.6 INSTALLATION TOLERANCES

- A. Install cold-formed steel framing level, plumb, and true to line to a maximum allowable tolerance variation of 1/8 inch in 10 feet and as follows:
 - 1. Space individual framing members no more than plus or minus 1/8 inch from plan location. Cumulative error are not to exceed minimum fastening requirements of sheathing or other finishing materials.

3.7 REPAIR

- A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on fabricated and installed cold-formed steel framing with galvanized repair paint according to ASTM A780/A780M and manufacturer's written instructions.

3.8 FIELD QUALITY CONTROL

- A. Testing: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports. Inspections to include but not limited to, the following:
 - 1. Verify member sizes, configuration and spacing.
 - 2. Inspect connections.
 - 3. Verify galvanizing primer has been applied to all damaged galvanized surfaces.
 - 4. Verify compliance with details shown on approved drawings such as bracing, stiffening, member location, and proper application of joint details at each connection.
- B. Testing agency will report test results promptly and in writing to Contractor and Architect.
- C. Cold-formed steel framing will be considered defective if it does not pass tests and inspections.
- D. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.9 PROTECTION

- A. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, that ensure that cold-formed steel framing is without damage or deterioration at time of Substantial Completion.

END OF SECTION 054000

SECTION 055000 – METAL FABRICATIONS

GENERAL

1.1 RELATED DOCUMENTS

1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

1. Support and attachment components for equipment, conduit, cable, boxes and other electrical work.

1.3 RELATED SECTIONS

1. 099200 – Interior Painting

1.4 REFERENCE STANDARDS

1. NECA 1 – Standards for Good Workmanship in Electrical Construction; Nation Electrical Contractors Association.
2. NFPA 70 – National Electrical Code; National Fire Protection Association.

1.5 QUALITY ASSURANCE

1. Conform to requirements of NFPA 70.
2. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and shown.

1.6 SUBMITTALS

1. Product Data: Provide manufacturer's standard catalog pages and data sheets.

PART 2 - PRODUCTS

2.1 SUPPORT AND ATTACHMENT COMPONENTS GENERAL REQUIREMENTS

1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories and hardware as necessary for the complete installation of electrical work
2. Provide products listed, classified and labeled by Underwriter's Laboratories Inc. as suitable for the purpose indicated, where applicable.
3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be support. Include consideration for vibration, equipment operation and shock load where applicable.
4. Do not use products for applications other than as permitted by NFPA 70 and product listing.
5. Do not use wire, chain, perforated pipe strap or wood for permanent supports unless specifically intended or permitted.

6. Steel Components: Use corrosion resistant materials suitable for the environment where installed: Material must be able to accept two coats of dry-fall paint application.
 - a. Indoor Dry Locations: Use zinc-plated steel or approved equivalent unless otherwise indicated.
 - b. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.

2.2 MISCELLANEOUS FASTENERS

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Fastenal
 - b. Approved Equal
2. Standard Bolts and Nuts: ASTM A 307, Grade A, regular hexagon head.
3. Lag Bolts: FS FF-B-561, square head type.
4. Machine Screws: FS FF-S-92, cadmium plated steel.
5. Machine Bolts: FS FF-B-584 heads; FF-N-836 nuts.
6. Wood Screws: FS FF-S-111 flat head carbon steel.
7. Plain Washers: FS FF-W-92, round, general assembly grade carbon steel.
8. Lock Washers: FS FF-W-84 helical spring type carbon steel.
9. Toggle Bolts: Tumble-wing type; FS FF-B-588, type, class and style as required to sustain load.
10. Anchor Kit: #10 x 1" Slotted/Phillips pan head with #10-#12 plastic anchor.
11. Stainless Steel Fasteners:
 - a. Type 302 for interior work.
 - b. Type 316 for exterior work.

2.3 HANGER ROD

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Grip-Rite
 - b. Hillman
 - c. Everbuilt
2. Description: Mild low carbon steel, unless otherwise specified; fully threaded or threaded each end, with nut as required to position and lock rod in place. Unless galvanized or cadmium plated, provide a shop coat or red lead or zinc chromate primer paint.

2.4 "C" CLAMPS

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. B-line
 - b. Appleton
 - c. Nvent Caddy
2. Description: MSS SP-58, type suitable for attached structural element.

2.5 CHANNEL SUPPORT SYSTEM

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. **Kindorf – Basis of Design**

- b. Power-Strut
 - c. Unistut
- 2. Description: 12-gauge, factory-fabricated, continuous-slot metal channel (strut) and associated fittings, accessories and hardware required for field-assembly of supports.
 - a. Comply with MFMA-4.

PART 3 - EXECUTION

3.1 EXAMINATION

- 1. Verify that field measurements are as shown on the drawings.
- 2. Verify that mounting surfaces are ready to receive support attachment components.
- 3. Verify that conditions are satisfactory for the installation prior to stating work.

3.2 INSTALLATION

- 1. Install products in accordance with manufacturer's instructions.
- 2. Install support and attachment components in a neat and workmanlike manner in accordance with NECA 1.
- 3. Provide independent support from building structure. Do not provide support from piping, ductwork or other systems.
- 4. Unless specifically indicated or approved by architect, do not provide support from suspended ceiling support system or ceiling grid.
- 5. Do not penetrate, notch or cut structural members without approval of Structural Engineer.
- 6. Equipment Support and Attachment:
 - a. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
 - b. Use metal channel (strut) secured to studs to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
 - c. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- 7. Secure fasteners according to manufacturer's recommended torque settings.
- 8. Remove temporary supports.

3.3 FIELD QUALITY CONTROL

- 1. Inspect support and attachment components for damage and defects.
- 2. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- 3. Correct deficiencies and replace damaged or defective support and attachment components.

END OF SECTION 260529

SECTION 055210 - PIPE AND TUBE RAILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Steel pipe and tube railings.
- B. Related Sections include the following:
 - 1. Division 6 Section " Miscellaneous Carpentry" for wood blocking for anchoring railings.
 - 2. Division 9 Section " Gypsum Board Assemblies Gypsum Board Shaft-Wall Assemblies" for metal backing for anchoring railings.

1.3 PERFORMANCE REQUIREMENTS

- A. General: In engineering railings to withstand structural loads indicated, determine allowable design working stresses of railing materials based on the following:
 - 1. Aluminum: 72 percent of minimum yield strength.
- B. Structural Performance: Provide railings capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
 - 1. Handrails:
 - a. Uniform load of 50 lbf/ ft. applied in any direction.
 - b. Concentrated load of 200 lbf applied in any direction.
 - c. Uniform and concentrated loads need not be assumed to act concurrently.
 - 2. Top Rails of Guards:
 - a. Uniform load of 50 lbf/ ft. applied horizontally and concurrently with 100 lbf/ ft. applied vertically downward.
 - b. Concentrated load of 200 lbf applied in any direction.
 - c. Uniform and concentrated loads need not be assumed to act concurrently.
 - 3. Infill of Guards:
 - a. Concentrated load of 200 lbf applied horizontally on an area of 1 sq. ft..
 - b. Uniform load of 25 lbf/sq. ft. applied horizontally.
 - c. Infill load and other loads need not be assumed to act concurrently.

- C. Thermal Movements: Provide exterior railings that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.
- D. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

1.4 SUBMITTALS

- A. Product Data: For the following:
 - 1. Manufacturer's product lines of mechanically connected railings.
 - 2. Grout, anchoring cement, and paint products.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
 - 1. For installed products indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
- C. Samples for Initial Selection: For products involving selection of color, texture, or design.
- D. Samples for Verification: For each type of exposed finish required.
 - 1. Sections of each distinctly different linear railing member, including handrails, top rails, posts, and balusters.
 - 2. Fittings and brackets.
 - 3. Assembled Sample of railing system, made from full-size components, including top rail, post, handrail, and infill. Sample need not be full height.
 - a. Show method of connecting members at intersections.
- E. Mill Certificates: Signed by manufacturers of stainless-steel products certifying that products furnished comply with requirements.
- F. Welding certificates.
- G. Qualification Data: For testing agency.
- H. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, according to ASTM E 894 and ASTM E 935.

1.5 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of railing through one source from a single manufacturer.

- B. Welding: Qualify procedures and personnel according to the following:

1. AWS D1.1, "Structural Welding Code--Steel."

1.6 PROJECT CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with railings by field measurements before fabrication and indicate measurements on Shop Drawings.

1. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating railings without field measurements. Coordinate wall and other contiguous construction to ensure that actual dimensions correspond to established dimensions.
2. Provide allowance for trimming and fitting at site.

1.7 COORDINATION AND SCHEDULING

- A. Coordinate installation of anchorages for railings. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- B. Schedule installation so wall attachments are made only to completed walls. Do not support railings temporarily by any means that do not satisfy structural performance requirements.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Steel Pipe and Tube Railings:
 - a. Pisor Industries, Inc.
 - b. Sharpe Products.
 - c. Wagner, R & B, Inc.; a division of the Wagner Companies.
 2. Aluminum Pipe and Tube Railings:
 - a. ATR Technologies, Inc.
 - b. Blum, Julius & Co., Inc.
 - c. Braun, J. G., Company; a division of the Wagner Companies.

2.2 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.
- B. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails, unless otherwise indicated.

2.3 STEEL AND IRON

- A. Tubing: ASTM A 500 (cold formed) or ASTM A 513, Type 5 (mandrel drawn).
- B. Pipe: ASTM A 53/A 53M, Type F or Type S, Grade A, Standard Weight (Schedule 40), unless another grade and weight are required by structural loads.
 - 1. Provide galvanized finish for exterior installations and where indicated.
- C. Plates, Shapes, and Bars: ASTM A 36/A 36M.
- D. Castings: Either gray or malleable iron, unless otherwise indicated.
 - 1. Gray Iron: ASTM A 48/A 48M, Class 30, unless another class is indicated or required by structural loads.
 - 2. Malleable Iron: ASTM A 47/A 47M.
- E. Expanded Metal: ASTM F 1267, Type I (expanded), Class 1 (uncoated).
 - 1. Style Designation: 3/4 number 13.

2.4 ALUMINUM

- A. Aluminum, General: Provide alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with not less than the strength and durability properties of alloy and temper designated below for each aluminum form required.
- B. Extruded Bars and Tubing: ASTM B 221 (ASTM B 221M), Alloy 6063-T5/T52.
- C. Extruded Structural Pipe and Round Tubing: ASTM B 429/B 429M, Alloy 6063-T6.
- D. Drawn Seamless Tubing: ASTM B 210 (ASTM B 210M), Alloy 6063-T832.
- E. Plate and Sheet: ASTM B 209 (ASTM B 209M), Alloy 6061-T6.
- F. Die and Hand Forgings: ASTM B 247 (ASTM B 247M), Alloy 6061-T6.
- G. Castings: ASTM B 26/B 26M, Alloy A356.0-T6.

2.5 FASTENERS

- A. General: Provide the following:
 - 1. Steel Railings: Plated steel fasteners complying with ASTM B 633, Class Fe/Zn 25 for electrodeposited zinc coating.
- B. Fasteners for Anchoring Railings to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated and capable of withstanding design loads.
- C. Fasteners for Interconnecting Railing Components:
 - 1. Provide concealed fasteners for interconnecting railing components and for attaching them to other work, unless otherwise indicated.
 - 2. Provide concealed fasteners for interconnecting railing components and for attaching them to other work, unless exposed fasteners are unavoidable or are the standard fastening method for railings indicated.
 - 3. Provide Phillips flat-head machine screws for exposed fasteners, unless otherwise indicated.
- D. Anchors: Provide cast-in-place anchors, fabricated from corrosion-resistant materials with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry and equal to four times the load imposed when installed in concrete, as determined by testing per ASTM E 488 conducted by a qualified independent testing agency.

2.6 MISCELLANEOUS MATERIALS

- A. Shop Primers: Provide primers that comply with Division 9 painting Sections.
- B. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79.
 - 1. Use primer with a VOC content of 420 g/L (3.5 lb/gal.) or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 - 2. Use primer containing pigments that make it easily distinguishable from zinc-rich primer.
- C. Zinc-Rich Primer: Complying with SSPC-Paint 20 or SSPC-Paint 29 and compatible with topcoat.
 - 1. Use primer with a VOC content of 420 g/L (3.5 lb/gal.) or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 - 2. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - 3. Products: Subject to compliance with requirements, provide one of the following:
 - a. Benjamin Moore & Co.; Epoxy Zinc-Rich Primer CM18/19.
 - b. PPG Architectural Finishes, Inc.; Aquapon Zinc-Rich Primer 97-670.
 - c. Sherwin-Williams Company (The); Corothane I GalvaPac Zinc Primer.
 - d. Tnemec Company, Inc.; Tneme-Zinc 90-97.

- D. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.
- E. Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound.
 - 1. Water-Resistant Product: At exterior locations and where indicated provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended by manufacturer for exterior use.

2.7 FABRICATION

- A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads.
- B. Assemble railings in the shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.
- C. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch, unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- D. Form work true to line and level with accurate angles and surfaces.
- E. Fabricate connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
- F. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.
- G. Connections: Fabricate railings with welded either welded or nonwelded connections, unless otherwise indicated.
- H. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove flux immediately.
 - 4. At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and welded surface matches contours of adjoining surfaces.
- I. Nonwelded Connections: Connect members with concealed mechanical fasteners and fittings. Fabricate members and fittings to produce flush, smooth, rigid, hairline joints.

1. Fabricate splice joints for field connection using an epoxy structural adhesive if this is manufacturer's standard splicing method.
 - J. Form changes in direction as follows:
 1. As detailed.
 - K. Form simple and compound curves by bending members in jigs to produce uniform curvature for each repetitive configuration required; maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
 - L. Close exposed ends of railing members with prefabricated end fittings.
 - M. Provide wall returns at ends of wall-mounted handrails, unless otherwise indicated. Close ends of returns unless clearance between end of rail and wall is 1/4 inch or less.
 - N. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work, unless otherwise indicated.
 1. At brackets and fittings fastened to plaster or gypsum board partitions, provide fillers made from crush-resistant material, or other means to transfer wall loads through wall finishes to structural supports and prevent bracket or fitting rotation and crushing of substrate.
 - O. Provide inserts and other anchorage devices for connecting railings to concrete or masonry work. Fabricate anchorage devices capable of withstanding loads imposed by railings. Coordinate anchorage devices with supporting structure.
 - P. For railing posts set in concrete, provide steel sleeves not less than 6 inches long with inside dimensions not less than 1/2 inch greater than outside dimensions of post, with steel plate forming bottom closure.
 - Q. For removable railing posts, fabricate slip-fit sockets from steel tube or pipe whose ID is sized for a close fit with posts; limit movement of post without lateral load, measured at top, to not more than one-fortieth of post height. Provide socket covers designed and fabricated to resist being dislodged.
 1. Provide chain with eye, snap hook, and staple across gaps formed by removable railing sections at locations indicated. Fabricate from same metal as railings.
- 2.8 FINISHES, GENERAL
- A. All railings interior and exterior shall have a powder coated finish. This shall include but not limited to; guard rails, handrails, railings, etc. All railings shall be field fitted before power coating.
 - B. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
 - C. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

- D. 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.
- E. Provide exposed fasteners with finish matching appearance, including color and texture, of railings.

2.9 STEEL AND IRON FINISHES

A. Galvanized Railings:

1. Hot-dip galvanize exterior steel and iron railings, including hardware, after fabrication.
2. Hot-dip galvanize indicated steel and iron railings, including hardware, after fabrication.
3. Comply with ASTM A 123/A 123M for hot-dip galvanized railings.
4. Comply with ASTM A 153/A 153M for hot-dip galvanized hardware.

- B. Fill vent and drain holes that will be exposed in the finished Work, unless indicated to remain as weep holes, by plugging with zinc solder and filing off smooth.

C. Nongalvanized steel railings:

Provide nongalvanized ferrous-metal fittings, brackets, fasteners, and sleeves, except galvanize anchors to be embedded in exterior concrete or masonry. Prep as required and finish all railings and fittings with powder coating, the railing shall be pre-fitted in the field disassembled and the powder coated. **No powder coating shall be done before members are pre-fitted.**

2.10 ALUMINUM FINISHES

- A. Mechanical Finish: AA-M12 (Mechanical Finish: nonspecular as fabricated).
- B. Clear Anodic Finish: AAMA 611, AA-M12C22A41, Class I, 0.018 mm or thicker.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine plaster and gypsum board assemblies, where reinforced to receive anchors, to verify that locations of concealed reinforcements have been clearly marked for Installer. Locate reinforcements and mark locations if not already done.

3.2 INSTALLATION, GENERAL

- A. Fit exposed connections together to form tight, hairline joints.

- B. Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.
 - 1. Do not weld, cut, or abrade surfaces of railing components that have been coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
 - 2. Set posts plumb within a tolerance of 1/16 inch in 3 feet.
 - 3. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet.
- C. Corrosion Protection: Coat concealed surfaces of aluminum that will be in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.
- D. Adjust railings before anchoring to ensure matching alignment at abutting joints.
- E. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

3.3 RAILING CONNECTIONS

- A. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in Part 2 "Fabrication" Article whether welding is performed in the shop or in the field.

3.4 ANCHORING POSTS

- A. Use steel pipe sleeves preset and anchored into concrete for installing posts. After posts have been inserted into sleeves, fill annular space between post and sleeve with nonshrink, nonmetallic grout or anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions.
- B. Form or core-drill holes not less than 5 inches deep and 3/4 inch larger than OD of post for installing posts in concrete. Clean holes of loose material, insert posts, and fill annular space between post and concrete with nonshrink, nonmetallic grout or anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions.
- C. Cover anchorage joint with flange of same metal as post, attached to post with set screws.
- D. Anchor posts to metal surfaces with oval flanges, angle type, or floor type as required by conditions, connected to posts and to metal supporting members as follows:
 - 1. For steel pipe railings, weld flanges to post and bolt to metal supporting surfaces.
- E. Install removable railing sections, where indicated, in slip-fit metal sockets cast in concrete.

3.5 ANCHORING RAILING ENDS

- A. Anchor railing ends to concrete and masonry with round flanges connected to railing ends and anchored to wall construction with anchors and bolts.

- B. Anchor railing ends to metal surfaces with flanges bolted to metal surfaces and welded to railing ends].

3.6 ATTACHING HANDRAILS TO WALLS

- A. Attach handrails to wall with wall brackets. Provide brackets with 1-1/2-inch clearance from inside face of handrail and finished wall surface.
 - 1. Use type of bracket with flange tapped for concealed anchorage to threaded hanger bolt.
- B. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.
- C. Secure wall brackets to building construction as follows:
 - 1. For concrete and solid masonry anchorage, use drilled-in expansion shields and hanger or lag bolts.
 - 2. For hollow masonry anchorage, use toggle bolts.
 - 3. For wood stud partitions, use hanger or lag bolts set into wood backing between studs. Coordinate with carpentry work to locate backing members.
 - 4. For steel-framed gypsum board partitions, fasten brackets directly to steel framing or concealed steel reinforcements using self-tapping screws of size and type required to support structural loads.

3.7 ADJUSTING AND CLEANING

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
- B. Touchup Painting: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint are specified in Division 9 painting Sections.

3.8 PROTECTION

- A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.
- B. Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit, or provide new units.

END OF SECTION 05521

SECTION 062023 - INTERIOR FINISH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Interior trim.

B. Related Requirements:

1. Section 099123 "Interior Painting" for priming and backpriming of interior finish carpentry.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product.

B. Samples: For each type of paneling.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Lumber: DOC PS 20.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. For exposed lumber, mark grade stamp on end or back of each piece.

B. Softwood Plywood: DOC PS 1.

C. Hardboard: ANSI A135.4.

2.2 INTERIOR TRIM

A. Hardwood Casings/Moldings Clear Finish: MMPA HWM 4, N-grade wood moldings made to patterns included in MMPA's "HWM/Series Hardwood Moulding Patterns."

1. Species: White maple.
2. Kiln-dried softwood or MDF, with exposed surfaces veneered with species indicated, may be used in lieu of solid wood.
3. Maximum Moisture Content: 9 percent.
4. Finger Jointing: Not allowed.

2.3 MISCELLANEOUS MATERIALS

- A. Low-Emitting Materials: Adhesives shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
- B. Glue: Aliphatic-resin, polyurethane, or resorcinol wood glue recommended by manufacturer for general carpentry use.
- C. Multipurpose Construction Adhesive: Formulation complying with ASTM D 3498 that is recommended for indicated use by adhesive manufacturer.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Before installing interior finish carpentry, condition materials to average prevailing humidity in installation areas for a minimum of 24 hours unless longer conditioning is recommended by manufacturer.

3.2 INSTALLATION, GENERAL

- A. Install interior finish carpentry level, plumb, true, and aligned with adjacent materials. Use concealed shims where necessary for alignment.
 - 1. Scribe and cut interior finish carpentry to fit adjoining work. Refinish and seal cuts as recommended by manufacturer.
 - 2. Where face fastening is unavoidable, countersink fasteners, fill surface flush, and sand unless otherwise indicated.
 - 3. Install to tolerance of 1/8 inch in 96 inches for level and plumb. Install adjoining interior finish carpentry with 1/32-inch maximum offset for flush installation and 1/16-inch maximum offset for reveal installation.
 - 4. Install stairs with no more than 3/16-inch variation between adjacent treads and risers and with no more than 3/8-inch variation between largest and smallest treads and risers within each flight.

3.3 STANDING AND RUNNING TRIM INSTALLATION

- A. Install with minimum number of joints practical, using full-length pieces from maximum lengths of lumber available. Do not use pieces less than 24 inches long, except where necessary. Stagger joints in adjacent and related standing and running trim. Miter at returns, miter at outside corners, and cope at inside corners to produce tight-fitting joints with full-surface contact throughout length of joint. Use scarf joints for end-to-end joints.

END OF SECTION 062023

SECTION 071113 - BITUMINOUS DAMPPROOFING

PART 1 - GENERAL

- A. Section Includes:
 - 1. Cold-applied, emulsified-asphalt dampproofing.
- B. Related Requirements:
 - 1. Section 033000 "Cast-in-Place Concrete" for bituminous vapor retarders under slabs-on-grade.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.3 FIELD CONDITIONS

- A. Weather Limitations: Proceed with application only when existing and forecasted weather conditions permit dampproofing to be performed according to manufacturers' written instructions.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

2.2 COLD-APPLIED, EMULSIFIED-ASPHALT DAMPPROOFING

- A. List of Manufactures
 - 1. Henry Company
 - 2. MasterSeal
 - 3. Rust-oleum
 - 4. Or approved equal
- B. Trowel Coats: ASTM D1227, Type II, Class 1.
- C. Fibered Brush and Spray Coats: ASTM D1227, Type II, Class 1.
- D. Brush and Spray Coats: ASTM D1227, Type III, Class 1.

2.3 AUXILIARY MATERIALS

- A. Furnish auxiliary materials recommended in writing by dampproofing manufacturer for intended use and compatible with bituminous dampproofing.
- B. Emulsified-Asphalt Primer: ASTM D1227, Type III, Class 1, except diluted with water as recommended in writing by manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements for surface smoothness, maximum surface moisture content, and other conditions affecting performance of the Work.
- B. Proceed with application only after substrate construction and penetrating work have been completed and unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean, prepare, and treat substrates according to manufacturer's written instructions. Provide clean, dust-free, and dry substrates for dampproofing application.
- B. Mask or otherwise protect adjoining exposed surfaces from being stained, spotted, or coated with dampproofing. Prevent dampproofing materials from entering and clogging weep holes and drains.
- C. Clean substrates of projections and substances detrimental to dampproofing work; fill voids, seal joints, and remove bond breakers if any.
- D. Apply patching compound to patch and fill tie holes, honeycombs, reveals, and other imperfections.

3.3 INSTALLATION, GENERAL

- A. Comply with manufacturer's written instructions for dampproofing application, cure time between coats, and drying time before backfilling unless otherwise indicated.
 - 1. Apply dampproofing to provide continuous plane of protection.
 - 2. Apply additional coats if recommended in writing by manufacturer or to achieve a smooth surface and uninterrupted coverage.
- B. Where dampproofing footings and foundation walls, apply from finished-grade line to top of footing; extend over top of footing and down a minimum of 6 inches over outside face of footing.
 - 1. Extend dampproofing 12 inches onto intersecting walls and footings, but do not extend onto surfaces exposed to view when Project is completed.
- C. Where dampproofing exterior face of inner wythe of exterior masonry cavity walls, lap dampproofing at least 1/4 inch onto flashing, masonry reinforcement, veneer ties, and other items that penetrate inner wythe.
 - 1. Extend dampproofing over outer face of structural members and concrete slabs that interrupt inner wythe.
 - 2. Lap dampproofing at least 1/4 inch onto shelf angles supporting veneer.

3.4 INSTALLATION OF COLD-APPLIED, EMULSIFIED-ASPHALT DAMPPROOFING

- A. Concrete Foundations Walls: Apply one fibered brush or spray coat at not less than 3 gal./100 sq. ft. or one trowel coat at not less than 4 gal./100 sq. ft..
- B. Unexposed Face of Concrete Retaining Walls: Apply one brush or spray coat at not less than 1.25 gal./100 sq. ft..

3.5 PROTECTION

- A. Protect installed insulation drainage panels from damage due to UV light, harmful weather exposures, physical abuse, and other causes. Provide temporary coverings where panels are subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.
- B. Correct dampproofing that does not comply with requirements; repair substrates, and reapply dampproofing.

END OF SECTION 071113

SECTION 071416 - COLD FLUID-APPLIED WATERPROOFING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Polyurethane waterproofing.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, and tested physical and performance properties of waterproofing.
2. Include manufacturer's written instructions for evaluating, preparing, and treating substrate.

B. Shop Drawings:

1. Indicate locations and extent of waterproofing.
2. Include details for substrate joints and cracks, sheet flashings, penetrations, inside and outside corners, tie-ins with adjoining waterproofing, and other termination conditions.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Sample Warranties: For special warranties.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by waterproofing manufacturer.

1.5 FIELD CONDITIONS

A. Environmental Limitations: Apply waterproofing within the range of ambient and substrate temperatures recommended in writing by waterproofing manufacturer.

1. Do not apply waterproofing to a damp or wet substrate, when relative humidity exceeds 85 percent, or when temperatures are less than 5 deg F above dew point.
2. Do not apply waterproofing in snow, rain, fog or mist, or when such weather conditions are imminent during application and curing period.

- B. Maintain adequate ventilation during application and curing of waterproofing materials.

1.6 WARRANTY

- A. Manufacturer's Special Warranty: Manufacturer agrees to repair or replace waterproofing that fails in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.
- B. Installer's Special Warranty: Specified form, signed by Installer, covering Work of this Section, for warranty period of two years.
 - 1. Warranty includes excavating, removing and reinstalling board insulation, removing and replacing waterproofing, backfilling, and restoring grade and surface.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain waterproofing materials from single source and from single manufacturer.

2.2 POLYURETHANE WATERPROOFING

- A. Single-Component, Modified Polyurethane Waterproofing: ASTM C836/C836M and coal-tar free.
 - 1. <Double click here to find, evaluate, and insert list of manufacturers and products.>

2.3 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials recommended in writing by waterproofing manufacturer for intended use and compatible with one another and with waterproofing.
 - 1. Furnish liquid-type auxiliary materials that comply with VOC limits of authorities having jurisdiction.
- B. Primer: Manufacturer's standard primer, sealer, or surface conditioner; factory-formulated.
- C. Sheet Flashing: 50-mil-minimum, nonstaining, uncured sheet neoprene.
 - 1. Adhesive: Manufacturer's recommended contact adhesive.
- D. Joint Reinforcing Strip: Manufacturer's recommended fiberglass mesh or polyester fabric.
- E. Joint Sealant: Multicomponent polyurethane sealant, compatible with waterproofing; ASTM C920, Type M, Class 25 or greater; Grade NS for sloping and vertical applications; Use NT exposure; and as recommended by manufacturer for substrate and joint conditions.

1. Backer Rod: Closed-cell polyethylene foam.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
 1. Verify that concrete has cured and aged for minimum time period recommended in writing by waterproofing manufacturer.
 2. Verify that substrate is visibly dry and within the moisture limits recommended in writing by manufacturer. Test for capillary moisture by plastic sheet method in accordance with ASTM D4263.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean, prepare, and treat substrates in accordance with manufacturer's written instructions. Provide clean, dust-free, and dry substrates for waterproofing application.
- B. Mask off adjoining surfaces not receiving waterproofing to prevent spillage and overspray affecting other construction.
- C. Close off deck drains and other deck penetrations to prevent spillage and migration of waterproofing fluids.
- D. Remove grease, oil, bitumen, form-release agents, paints, curing compounds, acid residues, and other penetrating contaminants or film-forming coatings from concrete.
- E. Remove fins, ridges, and other projections, and fill honeycomb, aggregate pockets, holes, and other voids.

3.3 PREPARATION AT TERMINATIONS, PENETRATIONS, AND CORNERS

- A. Prepare surfaces at terminations and penetrations through waterproofing and at expansion joints, drains, sleeves, and corners in accordance with waterproofing manufacturer's written instructions and to recommendations in ASTM C1471/C1471M.
- B. Apply waterproofing in two separate applications, and embed a joint reinforcing strip in the first preparation coat when recommended by waterproofing manufacturer.

3.4 JOINT AND CRACK TREATMENT

- A. Prepare, treat, rout, and fill joints and cracks in substrate in accordance with waterproofing manufacturer's written instructions and to recommendations in ASTM C1471/C1471M. Before coating surfaces, remove dust and dirt from joints and cracks in accordance with ASTM D4258.
 - 1. Comply with ASTM C1193 for joint-sealant installation.
 - 2. Apply bond breaker on sealant surface, beneath preparation strip.
 - 3. Prime substrate along each side of joint and apply a single thickness of preparation strip at least 6 inches wide along each side of joint. Apply waterproofing in two separate applications and embed a joint reinforcing strip in the first preparation coat.
- B. Install sheet flashing and bond to wall substrates where required in accordance with waterproofing manufacturer's written instructions.
 - 1. Extend sheet flashings for 4 inches onto perpendicular surfaces and items penetrating substrate.

3.5 INSTALLATION OF WATERPROOFING

- A. Apply waterproofing in accordance with manufacturer's written instructions and to recommendations in ASTM C1471/C1471M.
- B. Start installing waterproofing in presence of manufacturer's technical representative.
- C. Apply primer over prepared substrate unless otherwise instructed in writing by waterproofing manufacturer.
- D. Unreinforced Waterproofing Applications: Mix materials and apply waterproofing by spray, roller, notched squeegee, trowel, or other application method suitable to slope of substrate.
 - 1. Apply one or more coats of waterproofing to obtain a seamless membrane free of entrapped gases and pinholes, with a dry film thickness of 60 mils.
 - 2. Apply waterproofing to prepared wall terminations and vertical surfaces.
 - 3. Verify manufacturer's recommended wet film thickness of waterproofing every 100 sq. ft.
- E. Cure waterproofing, taking care to prevent contamination and damage during application and curing.
- F. Install protection course with butted joints over waterproofing before starting subsequent construction operations.
 - 1. For vertical applications, set protection course in nominally cured membrane, which will act as an adhesive. If membrane cures before application of protection course, use adhesive.
 - 2. Thermal insulation specified in Section 072100 "Thermal Insulation" may be used in place of a separate protection course for vertical applications when approved in writing by waterproofing manufacturer.

3.6 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a site representative qualified by waterproofing membrane manufacturer to inspect substrate conditions, surface preparation, membrane application, flashings, protection, and drainage components and to furnish reports to Architect.
- B. Waterproofing will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.

3.7 PROTECTION

- A. Protect waterproofing from damage and wear during remainder of construction period.
- B. Correct deficiencies in or remove waterproofing that does not comply with requirements; repair substrates, reapply waterproofing, and repair sheet flashings.

END OF SECTION 071416

SECTION 072100 - BUILDING INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Foundation wall insulation (supporting backfill).
 - 2. Cavity wall insulation.
 - 3. Concealed building insulation.
 - 4. Vapor retarders.
- B. Related Sections include the following:
 - 1. Division 3 Section "Cast-in-Place Concrete."
 - 2. Division 4 Section "Unit Masonry Assemblies" for insulation installed in cavity walls and masonry cells.
 - 3. Division 7 Section "Self-Adhering Sheet Waterproofing" for insulation installed with waterproofing.
 - 4. Division 7 Section "EPDM-Single-Ply Membrane Roofing" for insulation specified as part of roofing construction.
 - 5. Division 9 Sections "Gypsum Board Assemblies" and "Gypsum Board Shaft-Wall Assemblies" for installation in metal-framed assemblies of insulation specified by reference to this Section.
 - 6. Division 15 Sections "Duct Insulation," "Equipment Insulation," and "Pipe Insulation."

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Verification: Full-size units for each type of exposed insulation indicated.
- C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for insulation products.
- D. Research/Evaluation Reports: For foam-plastic insulation.

1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of building insulation through one source.

- B. Fire-Test-Response Characteristics: Provide insulation and related materials with the fire-test-response characteristics indicated, as determined by testing identical products per test method indicated below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency.
 - 1. Surface-Burning Characteristics: ASTM E 84.
 - 2. Fire-Resistance Ratings: ASTM E 119.
 - 3. Combustion Characteristics: ASTM E 136.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Protect insulation materials from physical damage and from deterioration by 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 plastic insulation as follows:
 - 1. Do not expose to sunlight, except to extent necessary for period of installation and concealment.
 - 2. Protect against ignition at all times. Do not deliver plastic insulating materials to Project site before installation time.
 - 3. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Extruded-Polystyrene Board Insulation:
 - a. Dow Chemical Company.
 - b. Owens Corning.
 - c. Tenneco Building Products.
 - 2. Polyisocyanurate Board Insulation:
 - a. Apache Products Company.
 - b. Celotex Corporation.
 - c. Johns Manville Corporation.
 - 3. Glass-Fiber Insulation:
 - a. CertainTeed Corporation.
 - b. Johns Manville Corporation.

- c. Owens Corning.

2.2 INSULATING MATERIALS

- A. General: Provide insulating materials that comply with requirements and with referenced standards.
 - 1. Preformed Units: Sizes to fit applications indicated; selected from manufacturer's standard thicknesses, widths, and lengths.
- B. Extruded-Polystyrene Board Insulation: ASTM C 578, of type and density indicated below, with maximum flame-spread and smoke-developed indices of 75 and 450, respectively.
- C. Molded-Polystyrene Board Insulation: ASTM C 578, of type and density indicated below, with maximum flame-spread and smoke-developed indices of 75 and 450, respectively:
 - 1. Type I, 0.90 lb/cu. ft..
- D. Faced, Glass-Fiber Blanket Insulation: ASTM C 665, Type III (blankets with reflective membrane facing), Class A (membrane-faced surface with a flame-spread index of 25 or less); Category 1 (membrane is a vapor barrier), faced with foil-scrim-kraft, foil-scrim, or foil-scrim-polyethylene vapor-retarder membrane on 1 face.

2.3 AUXILIARY INSULATING MATERIALS

- A. Adhesive for Bonding Insulation: Product with demonstrated capability to bond insulation securely to substrates indicated without damaging insulation and substrates.
- B. Protection Board: Premolded, semirigid asphalt/fiber composition board, 1/4 inch thick, formed under heat and pressure, of standard sizes.

2.4 INSULATION FASTENERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
- B. Products: Subject to compliance with requirements, provide one of the following:
 - 1. Adhesively Attached, Spindle-Type Anchors:
 - a. AGM Industries, Inc.; Series T TACTOO Insul-Hangers.
 - b. Eckel Industries of Canada Limited; Stic-Klip Type N Fasteners.
 - c. Gemco; Spindle Type.
 - 2. Adhesively Attached, Angle-Shaped, Spindle-Type Anchor:
 - a. Gemco; 90-Degree Insulation Hangers.
 - 3. Insulation-Retaining Washers:

- a. AGM Industries, Inc.; RC150.
 - b. AGM Industries, Inc.; SC150.
 - c. Gemco; Dome-Cap.
 - d. Gemco; R-150.
 - e. Gemco; S-150.
4. Insulation Standoff:
 - a. Gemco; Clutch Clip.
5. Anchor Adhesives:
 - a. AGM Industries, Inc.; TACTOO Adhesive.
 - b. Eckel Industries of Canada Limited; Stic-Klip Type S Adhesive.
 - c. Gemco; Tuff Bond Hanger Adhesive.
- C. Adhesively Attached, Spindle-Type Anchors: Plate welded to projecting spindle; capable of holding insulation of thickness indicated securely in position indicated with self-locking washer in place; and complying with the following requirements:
 1. Plate: Perforated galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
 2. Spindle: Copper-coated, low carbon steel, fully annealed, 0.105 inch in diameter, length to suit depth of insulation indicated.
- D. Adhesively Attached, Angle-Shaped, Spindle-Type Anchors: Angle welded to projecting spindle; capable of holding insulation of thickness indicated securely in position indicated with self-locking washer in place; and complying with the following requirements:
 1. Angle: Formed from 0.030-inch- thick, perforated, galvanized carbon-steel sheet with each leg 2 inches square.
 2. Spindle: Copper-coated, low carbon steel, fully annealed, 0.105 inch in diameter, length to suit depth of insulation indicated.
- E. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch- 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 square or in diameter.
 1. Protect ends with capped self-locking washers incorporating a spring steel insert to ensure permanent retention of cap in the following locations:
 - a. Crawlspace.
 - b. Ceiling plenums.
 - c. Attic spaces.
 - d. Where indicated.
- F. Insulation Standoff: Spacer fabricated from galvanized mild-steel sheet for fitting over spindle of insulation anchor to maintain air space of dimension indicated between face of insulation and substrate to which anchor is attached.
 1. Air Space: 2 inches.

- G. Anchor Adhesive: Product with demonstrated capability to bond insulation anchors securely to substrates indicated without damaging insulation, fasteners, and substrates.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for Sections in which substrates and related work are specified and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrates of substances harmful to insulations or vapor retarders, including removing projections capable of puncturing vapor retarders or of interfering with insulation attachment.
- B. Close off openings in cavities receiving poured-in-place insulation to prevent escape of insulation. Provide bronze or stainless-steel screens (inside) where openings must be maintained for drainage or ventilation.

3.3 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions applicable to products and application indicated.
- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed at any time to ice and snow.
- C. Extend insulation in thickness indicated to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- D. Water-Piping Coordination: If water piping is located on inside of insulated exterior walls, coordinate location of piping to ensure that it is placed on warm side of insulation and insulation encapsulates piping.
- E. Apply single layer of insulation to produce thickness indicated, unless multiple layers are otherwise shown or required to make up total thickness.

3.4 INSTALLATION OF GENERAL BUILDING INSULATION

- A. Apply insulation units to substrates by method indicated, complying with manufacturer's written instructions. If no specific method is indicated, bond units to substrate with adhesive or use mechanical anchorage to provide permanent placement and support of units.

- B. Seal joints between closed-cell (nonbreathing) insulation units by applying adhesive, mastic, or sealant to edges of each unit to form a tight seal as units are shoved into place. Fill voids in completed installation with adhesive, mastic, or sealant as recommended by insulation manufacturer.
- C. Set vapor-retarder-faced units with vapor retarder to warm side of construction, unless otherwise indicated. Do not obstruct ventilation spaces, except for firestopping.
 - 1. Tape joints and ruptures in vapor retarder, and seal each continuous area of insulation to surrounding construction to ensure airtight installation.

3.5 INSTALLATION OF VAPOR RETARDERS

- A. General: Extend vapor retarder to extremities of areas to be protected from vapor transmission. Secure in place with adhesives or other anchorage system as indicated. Extend vapor retarder to cover miscellaneous voids in insulated substrates, including those filled with loose-fiber insulation.
- B. Seal vertical joints in vapor retarders over framing by lapping not less than two wall studs. Fasten vapor retarders to framing at top, end, and bottom edges; at perimeter of wall openings; and at lap joints. Space fasteners 16 inches o.c.
- C. Seal overlapping joints in vapor retarders with adhesives or vapor-retarder tape according to vapor-retarder manufacturer's instructions. Seal butt joints and fastener penetrations with vapor-retarder tape. Locate all joints over framing members or other solid substrates.
- D. Firmly attach vapor retarders to substrates with mechanical fasteners or adhesives as recommended by vapor-retarder manufacturer.
- E. 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 retarder.
- F. Repair any tears or punctures in vapor retarders immediately before concealment by other work. Cover with vapor-retarder tape or another layer of vapor retarder.

3.6 PROTECTION

- A. Protect installed insulation and vapor retarders from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION 07210

SECTION 072190 - FOAMED-IN-PLACE INSULATION

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. Closed-cell spray polyurethane foam.

- B. Related Requirements:

- 1. Section 072100 "Thermal Insulation" for foam-plastic board insulation.
 - 2. Section 072713 "Modified Bituminous Sheet Air Barriers" for spray polyurethane foam insulation installed as part of an air barrier system.
 - 3. Section 079200 "Joint Sealants" for spray polyurethane foam insulation installed as part of a barrier system.
 - 4. Section 099646 "Intumescent Painting" for ignition barrier protection of spray urethane foam insulation.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For each product, for tests performed by a qualified testing agency.
- C. Evaluation Reports: For spray-applied polyurethane foam-plastic insulation, from ICC-ES .

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer. Any repairs by an Icynene licensed contractor.
- B. Surface-Burning Characteristics: As determined by testing identical products according to ASTM E 84 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

- C. Fire Resistance Characteristics: As determined by testing identical products (based on a 4 inch minimum thickness) according to ASTM E 119 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
- D. Fire Resistance Characteristics: As determined by testing identical products according to NFPA 285 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect spray polyurethane foam components as follows:
 - 1. Component A and B: store between 60 degrees F and 90 degrees F
 - 2. Component B can be frozen but must be protected from overheating over 120 degree F and prolonged storage over 100 degree F).
 - 3. Component B: mix thoroughly prior to use.
 - 4. Components should be a matched set (system) as supplied by the manufacturer.
 - 5. Use components within their labeled shelf-life.
 - 6. Use components as supplied with no site alterations or additions.

1.7 WARRANTY

- A. Refer to manufacturer's standard warranty terms (as applicable).

PART 2 - PRODUCTS

2.1 PERFORMANCE CHARACTERISTICS

- A. Air Material Air Leakage Rate: Maximum material air leakage rate of less than 0.004 cfm/ft² under a pressure differential of 0.3 in w.g. (1.6 psf per ASTM E 2178 or E 282).
- B. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Flame-Spread Index: 25 or less.
 - 2. Smoke-Development Index: 450 or less.
- C. Fire Propagation Characteristics: Passes NFPA 285 testing as part of an approved assembly.
- D. Compressive strength: Minimum 40 psi ASTM C1029 Type II.
- E. Sustainability Requirements: Provide spray polyurethane foam insulation as follows:
 - 1. Low Emitting: Insulation tested according to CA/DPH/EHLB/v1.1-2010.
 - 2. Resistant to fungal growth as per ASTM C1338.
 - 3. Containing no PBDE.

2.2 CLOSED-CELL SPRAY POLYURETHANE FOAM

- A. Closed-Cell Spray Polyurethane Foam: ASTM C 1029, Type II, minimum density of 2.5 lb/cu. ft. and minimum aged R-value at 1-inch thickness of 7.0 deg F x h x sq. ft./Btu at 75 deg F.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Icynene Inc.; Icynene ProSeal or comparable product by one of the following:
 - a. BASF Corporation.
 - b. Dow Chemical Company (The).

2.3 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by insulation manufacturer where required for adhesion of insulation to substrates.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Verify that substrates are clean, dry, and free of substances that are harmful to insulation.
- B. Priming: Prime substrates where recommended by insulation manufacturer. Apply primer to comply with insulation manufacturer's written instructions. Confine primers to areas to be insulated; do not allow spillage or migration onto adjoining surfaces.

3.2 INSTALLATION

- A. Comply with insulation manufacturer's written instructions applicable to products and applications.
- B. Spray insulation to envelop entire area to be insulated and fill voids.
- C. Apply in multiple passes to not exceed maximum thicknesses recommended by manufacturer. Do not spray into rising foam.
- D. Do not apply insulation within 3-inches), as per ASTM C411 or in accordance with applicable codes.
- E. Framed Construction: Install into cavities formed by framing members to achieve thickness indicated on Drawings.
- F. Cavity Walls: Install into cavities to 3".
- G. Miscellaneous Voids: Apply according to manufacturer's written instructions.

3.3 PROTECTION

- A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes.
- B. Thermal Protection: Protect installed spray polyurethane foam insulation with qualified thermal or ignition barrier per applicable building codes.

3.4 INSTALLATION OF AIR BARRIER COMPONENTS

- A. Install air barrier components – membranes and sealants – as indicated on drawings for spray polyurethane foam as part of an air barrier system.

END OF SECTION 072119

SECTION 072500 - WEATHER BARRIERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Building paper.
2. Building wrap.
3. Drainage wrap.
4. Flexible flashing.
5. Drainage material.

1.2 ACTION SUBMITTALS

A. Product Data:

1. Building paper.
2. Building wrap.
3. Drainage wrap.
4. Flexible flashing.
5. Drainage material.

- B. Product Data Submittals: For building wrap drainage wrap, include data on air and water-vapor permeance based on testing in accordance with referenced standards.

1.3 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For water-resistive barrier and flexible flashing, from ICC-ES.

PART 2 - PRODUCTS

2.1 WATER-RESISTIVE BARRIER

A. Building Paper:

1. ASTM D226/D226M, Type 1 (No. 15 asphalt-saturated organic felt), unperforated.

- B. Building Wrap: ASTM E2556/E2556M, Type I air barrier; with flame-spread and smoke-developed indexes of less than 25 and 450, respectively, when tested in accordance with ASTM E84; UV stabilized; and acceptable to authorities having jurisdiction.

1. Water-Vapor Permeance: Minimum 75 perms per ASTM E96/E96M, Desiccant Method (Procedure A).

2. Air Permeance: Maximum 0.004 cfm/sq. ft. at 0.3-inch wg when tested in accordance with ASTM E2178.
 3. Flame Propagation Test: Materials and construction to be as tested in accordance with NFPA 285.
- C. Drainage Wrap: ASTM E2556/E2556M, Type I dimensional water-resistive barrier that also creates a drainage plane; with flame-spread and smoke-developed indexes of less than 25 and 450, respectively, when tested in accordance with ASTM E84; and acceptable to authorities having jurisdiction.
1. Water-Vapor Permeance: Minimum 55 perms per ASTM E96/E96M, Desiccant Method (Procedure A).
 2. Drainage: Not less than 90 percent when tested in accordance with ASTM E2273.
 3. Allowable UV Exposure Time: Not more than 120 days.
- D. Acrylic Seam Tape: Composite tape consisting of a pressure-sensitive acrylic adhesive, bonded to a polyethylene or polypropylene film for sealing joints and penetrations in building wrap. Provide tape from same manufacturer as approved wrap product.
1. Width: 2 inches.

2.2 FLEXIBLE FLASHING

- A. Butyl Rubber Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch.
1. Flame Propagation Test: Materials and construction to be as tested in accordance with NFPA 285.
- B. Primer for Flexible Flashing: Product recommended in writing by flexible flashing manufacturer for substrate.
- C. Nails and Staples: Product recommended in writing by flexible flashing manufacturer and complying with ASTM F1667.

PART 3 - EXECUTION

3.1 INSTALLATION OF WATER-RESISTIVE BARRIER

- A. Cover exposed exterior surface of sheathing with water-resistive barrier securely fastened to framing immediately after sheathing is installed.
- B. Cover sheathing with water-resistive barrier as follows:
1. Cut back barrier 1/2 inch on each side of the break in supporting members at expansion- or control-joint locations.
 2. Apply barrier to cover vertical flashing with a minimum 4-inch overlap unless otherwise indicated.

- C. Building Paper: Apply horizontally with a 2-inch overlap and a 6-inch end lap; fasten to sheathing with galvanized staples or roofing nails.
- D. Building Wrap or Drainage Wrap: Comply with manufacturer's written instructions and warranty requirements.
 - 1. Seal seams, edges, fasteners, and penetrations with tape.
 - 2. Extend into jambs of openings and seal corners with tape.

3.2 INSTALLATION OF FLEXIBLE FLASHING

- A. Apply flexible flashing where indicated to comply with manufacturer's written instructions.
 - 1. Prime substrates as recommended by flashing manufacturer.
 - 2. Lap seams and junctures with other materials at least 4 inches except that at flashing flanges of other construction, laps need not exceed flange width.
 - 3. Lap flashing over water-resistive barrier at bottom and sides of openings.
 - 4. Lap water-resistive barrier over flashing at heads of openings.
 - 5. After flashing has been applied, roll surfaces with a hard rubber or metal roller to ensure that flashing is completely adhered to substrates.

3.3 INSTALLATION OF DRAINAGE MATERIAL

- A. Install drainage material over building wrap and flashing to comply with manufacturer's written instructions.

END OF SECTION 072500

SECTION 074243 - METAL WALL PANELS

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 DESCRIPTION OF WORK

- A. This Section covers the pre-finished, pre-fabricated Factory Manufactured Architectural Concealed attachment Metal Wall system. All metal trim, accessories, fasteners, insulation, and sealants indicated on the drawings as part of this section.
- B. Drawings and general provisions of the Contract, including general and Supplementary Conditions and Division 01 Specifications, apply to this section
- C. Related Work Specified Elsewhere
 - 1. Roof Deck structural steel, flat roof systems, preformed metal standing seam roofing, perimeter edge systems, roof hatches, firestopping not included in this section

1.3 SUMMARY

- A. Section Includes
 - 1. Factory formed metal wall panels
- B. Related work specified elsewhere (Note: select from the below or add appropriate sections)
 - 1. Metal Roof Deck: Division 5 – Metal Deck Sections
 - 2. Wood Framing and Decking: Division 6 Roof Carpentry Section
 - 3. Flashing and Trim: Division 7- Flashing and Sheet Metal
 - 4. Coping and Gravel Stops: Division 7 Roof Specialties and Accessories
 - 5. Sealants: Division 7 Joint Sealers Sections

1.4 DEFINITION

- A. DBVR: Drained & Back-Ventilated Rainscreen is a system designed to manage and limit water from contacting the air/water barrier and allowing for the subsequent drying within the cavity via ventilation.

1.1 PREINSTALLATION MEETINGS

- A. Preinstallation Conference:

1. Meet with Owner, Architect, Owner's insurer if applicable, MCM panel Fabricator and Installer, MCM sheet manufacturer's representative, structural-support Installer, and installers whose work interfaces with or affects MCM panels, including installers of doors, windows, and louvers.
2. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
3. Examine support conditions for compliance with requirements, including alignment between and attachment to structural members.
4. Review flashings, special siding details, wall penetrations, openings, and condition of other construction that affect MCM panels.
5. Review governing regulations and requirements for insurance, certificates, and tests and inspections if applicable.
6. Review temporary protection requirements for MCM panel assembly during and after installation.
7. Review procedures for repair of panels damaged after installation.
8. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.

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 panel and accessory.

B. Shop Drawings:

1. MCM system fabricator to provide shop drawings including fabrication and installation layouts of MCM panels; details of edge conditions, joints, panel profiles, corners, attachment assembly, trim, flashings, closures, and accessories.
2. Accessories: Include details of the flashing, trim and anchorage, at a scale of not less than 1-1/2 inches per 12 inches (1:10).

C. Samples for Initial Selection: For each type of MCM panel indicated with factory-applied color finishes.

1. Include similar Samples of trim and accessories involving color selection.

D. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below.

1. MCM Panels: 12 inches (305 mm) long by actual panel width. Include fasteners, closures, and other MCM panel accessories. Submit custom color samples in paint manufacturer's standard size.

1.3 INFORMATIONAL SUBMITTALS

A. Product Test Reports: For each product, tests performed by a qualified testing agency.

1. MCM Manufacturer's Material Test Reports: Certified test reports showing compliance with specific performance or third-party listing documenting compliance to comparable code sections IBC 1407.14 and IBC 1703.5.
 2. MCM System Fabricator's Certified System Tests Reports: Certified system test reports showing system compliance with specific performance or third-party listing documenting compliance code section. Base performance requirements on MCM system type provided.
 - a. DBVR System: Tested to AAMA 509.
 - b. PER System: Tested to AAMA 508.
 - c. NFPA 285.
- B. Environmental Product Declaration (EPD): Provide the Product-Specific or Industry-Wide Type III EPD in compliance with ISO 14025.
- C. Field quality-control reports.
- D. Sample Warranties.
- 1.4 CLOSEOUT SUBMITTALS
- A. Maintenance Data: For MCM panels to include in maintenance manuals.
- 1.5 QUALITY ASSURANCE
- A. MCM Manufacturer Qualifications: An entity that has successfully manufactured MCM at a domestically located factory for a minimum of 5 years.
- B. MCM Fabricator Qualifications: An entity that has successfully fabricated and assembled MCM panels and approved by the MCM manufacturer.
- C. MCM Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by MCM Fabricator.
- D. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for MCM fabrication and installation.
1. Build mockup of typical MCM panel assembly including supports, attachments, and accessories.
 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- 1.6 DELIVERY, STORAGE, AND HANDLING
- A. Deliver components, MCM panels, and other manufactured items so as not to be damaged or deformed. Package MCM panels for protection during transportation and handling.

- B. Unload, store, and erect MCM panels in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack MCM panels on platforms or pallets, covered with suitable weathertight and ventilated covering. Store MCM panels to ensure dryness, with positive slope for drainage of water. Do not store MCM panels in contact with other materials that might cause staining, denting, or other surface damage.
- D. Retain strippable protective covering on MCM panels during installation.

1.7 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of MCM panels to be performed in accordance with manufacturers' written instructions and warranty requirements.

1.8 COORDINATION

- A. Coordinate MCM panel installation with rain drainage work, flashing, trim, construction of soffits, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

1.9 WARRANTY

- A. Refer to Manufacturer's standard terms and conditions.
- B. Material Warranty: Submit the Manufacturer's standard form agreeing to furnish fabrication, labor and material to repair or replace MCM panels that exhibits defects within the specified warranty period.
 - 1. Coverage Includes:
 - a. Delamination of metal bond to the fire retardant core.
 - 2. Warranty Period: 10 years from date of Substantial Completion
- C. Workmanship Warranty: Submit the Fabricator/Installer's standard form agreeing to furnish fabrication, labor and material required to repair or replace work which exhibits workmanship defects within the specific warranty period.
 - 1. Warranty Period: 2 years from the date of Substantial Completion.
- D. Warranty on Panel Finishes: Submit the Manufacturer's standard form agreeing to furnish fabrication, labor and material to repair or replace MCM panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Coverage includes:
 - a. Color fading more than (5) Delta E units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.

- c. Cracking, checking, peeling, or failure of the paint to adhere to the bare metal substrate.
2. Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide an MCM panel system capable of withstanding the effects of the following loads, based on testing in accordance with ASTM E330:
 1. Wind Loads: As indicated on Drawings.
 2. Panel Deflection Limit: For wind loads, no greater than 1/60 of the span.
 3. Framing Member Deflection Limits: For wind loads, no greater than 1/175 of the span.
- B. Air Infiltration: Air leakage of not more than 0.06 cfm/sq. ft. (0.3 L/s per sq. m) of wall area when tested in accordance with ASTM E283 at a test-pressure difference of 6.24 lbf/sq. ft. (300 Pa).
- C. Water Penetration under Static Pressure: No water penetration to room side of assembly when tested for 15 minutes in accordance with ASTM E331 a test-pressure difference of 6.24 lbf/sq. ft. (300 Pa).
- D. Thermal Movements: Locate expansion and contraction points to allow for free and noiseless thermal movements from surface temperature changes at a range of 20 deg F to 180 deg F (minus 29 to 82.2 deg C), material surfaces.
- E. Fire Propagation Characteristics: Provide an MCM wall system and complete wall assembly that passes NFPA 285.
- F. Rainscreen Cladding Performance: Provide an MCM wall panel system complying with one of the following rainscreen system tests per the architect's discretion:
 1. AAMA 509: Dynamic water penetration classification no greater than W1 or 1.0oz/ft².
 2. AAMA 508: Water mist or water droplets appearing in less than 5% of the air/water barrier surface, and no continuous streaming at any location on the air/water barrier. Pressure equalization lag time between the cavity and cyclic wind pressure shall not exceed 0.08 sec². The maximum differential between the cavity and the cyclic wind pressure shall not exceed 50% of the maximum test pressure.

2.2 MCM WALL PANELS

- A. MCM Wall Panel Systems: Provide shop formed and assembled MCM panels formed into profiles for the installation method indicated and per the construction drawings. Include attachment assembly components, panel stiffeners, and accessories required.

1. Basis-of-Design Product: Subject to compliance with requirements, provide ALUCOBOND® PLUS manufactured by 3A Composites USA, Inc., or comparable product by:
 - a. Arconic Architectural Products.
 - b. Mitsubishi Chemical America.
- B. Aluminum-Faced Composite Wall Panels: Formed with 0.020-inch- (0.50-mm-) thick aluminum sheet facings.
 1. Panel Thickness: 4mm (0.157")
 2. Core: Fire retardant.
 3. Exterior Finish: Acceptable coating resins are polyvinylidene difluoride (PVDF), fluorinated ethylene vinyl ether (FEVE), super-durable polyester (SDP), siliconized polyester (SMP) & anodized. The number of coats and film thicknesses shall comply with the specified warranty period and specified basis-of-design finish(es):
 - a. Basis-of-design finish(es):
 - 1) Finish 1: MP-01 – New-Age Dark Bronze Mica
 - 2) Finish 2: MP-02 – Beige
 4. Peel Strength: 22.5 in-lb/in. (100 N x mm/mm) when tested for bond integrity in accordance with ASTM D1781.
 5. Fire Performance: Flame spread less than 25 and smoke developed less than 450, in accordance with ASTM E84.
- C. Attachment Assembly Components: Formed from extruded aluminum or other compatible material per the construction drawings and in compliance with all required performance testing.

2.3 MISCELLANEOUS MATERIALS

- A. Miscellaneous Metal Sub-framing 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 Fabricator's standard sections as required for support and alignment of MCM panel system.
- B. Panel Accessories: Provide components required for a rainscreen panel system including trim and flashing as indicated on the constructions drawings. Match material and finish of MCM panels unless otherwise indicated.
- C. Flashing and Trim: Provide flashing and trim formed from same material as MCM panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, bases, drips, sills, jambs, corners, end walls, framed openings, rakes, fasciae, and parapet caps.
 1. Basis-of-Design Product: Subject to compliance with requirements, provide AXCENT™ manufactured by 3A Composites USA Inc., or comparable product by one of the following:

- a. [Arconic Architectural Products.](#)
 - b. [Mitsubishi Chemical Composites.](#)
2. Aluminum Trim: Formed with minimum 0.040-inch (1.00-mm-) thick, coil-coated aluminum sheet unless otherwise indicated on the construction drawings.
 3. Basis-of-design Finish: To match MCM wall panel system unless otherwise indicated in the construction drawings.
- D. Panel Fasteners: Self-tapping screws designed to withstand design loads. Provide exposed fasteners with heads matching color of MCM panels by means of plastic caps or factory-applied coating. Provide EPDM or PVC sealing washers for exposed fasteners.
- E. Panel Sealants: ASTM C920; elastomeric polyurethane or silicone sealant; of type, grade, class, and use classifications required to seal joints in MCM panels and remain weathertight; and as recommended in writing by MCM panel manufacturer.

2.4 FABRICATION

- A. General: Fabricate and finish MCM panels and accessories to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and dimensions as indicated on the construction drawings.
- B. Fabricate MCM panel joints to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and dimensions as indicated on the construction drawings.
- C. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations or 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 Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
 3. Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.
 4. Sealed Joints: Form non-expansion, but movable, joints in metal to accommodate sealant and to comply with SMACNA standards.
 5. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
 6. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal recommended in writing by metal panel manufacturer.
 - a. Size: As recommended by SMACNA's "Architectural Sheet Metal Manual" or metal wall panel manufacturer for application but not less than thickness of metal being secured.

2.5 FINISHES

- A. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces provided by others is acceptable. Variation in appearance from different production batches of finish effects including but not limited to anodized, brushed coil, mica flake, metallic flake, and texture is expected. Variation in appearance from material not oriented uniformly, 90 or 180 degrees, of finish affects including but not limited to anodized, brushed coil, mica flake, metallic flake and texture is expected.
- C. Allowable finishes for MCM Panels and Accessories: See basis-of-design finish selection and warranty requirements. Prepare, pretreat, and apply coatings to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - 1. Coil Coated Finishes:
 - a. PVDF Fluoropolymer: AAMA 2605. Containing not less than 70 percent PVDF resin by weight in color coat.
 - b. FEVE Fluoropolymer: AAMA 2605. F 100 percent fluorinated ethylene vinyl ether resin in color coat.
 - c. SDP Super-durable Polyester: AAMA 2605. Containing carboxyl or hydroxyl functional resin in the color coat.
 - d. SMP Siliconized Polyester: AAMA 2604. Containing silicone-modified, polyester-enamel in the color coat. .
 - 2. Anodized Finish
 - a. Clear Anodic Finish: AAMA 611, AA-M12C22A41, Class I, 0.018 mm or thicker.
 - b. Color Anodic Finish: AAMA 611, AA-M12C22A42/A44, Class I, 0.018 mm or thicker.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, MCM panel supports, and other conditions affecting performance of the Work.
 - 1. 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 MCM wall panel manufacturer.
 - 2. Examine wall sheathing to verify that sheathing joints are supported by framing or blocking and that installation is within flatness tolerances required by MCM wall panel manufacturer.

- a. Verify that air- or water-resistive barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.
- B. Examine roughing-in for components and assemblies penetrating MCM panels to verify actual locations of penetrations relative to seam locations of MCM panels before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Miscellaneous Supports: Install sub framing, furring, and other miscellaneous panel support members and anchorages in accordance with ASTM C754 and MCM panel manufacturer's written recommendations.

3.3 MCM PANEL INSTALLATION

- A. General: Install MCM panels in accordance with Fabricator's written instructions in orientation, sizes, and locations indicated on Drawings. Install panels perpendicular to supports unless otherwise indicated. Anchor MCM panels and other components of the Work securely in place, with provisions for thermal and structural movement.
 1. Shim or otherwise plumb substrates receiving MCM panels.
 2. Flash and seal MCM 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 MCM 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 MCM 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 MCM 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. 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 MCM panel manufacturer.
- D. Attachment Assembly, General: Install attachment assembly required to support MCM wall panels, including sub girts, perimeter flashing components, , and panel clips as indicated in the construction drawings.

- E. Panel Installation: Attach MCM wall panels to supports at locations, spacings, and with fasteners to achieve performance requirements specified. Orient all panels in the same direction to avoid color variance unless other specified.
- F. 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 MCM panel assembly including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items. Provide types indicated by MCM panel Fabricator; or, if not indicated, provide types recommended in writing by MCM system Fabricator.
- G. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, or SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. 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 result in 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 (605 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).

3.4 PROJECT CONDITIONS

- A. Substrate Tolerances: The General Contractor is responsible for providing a substrate with a tolerance of 1/4 inch in 20.0 feet (6mm in 6m), on level, plumb, and location control lines as indicated and within 1/8 inch (3mm) offset adjoining faces of alignment of matching profiles.
- B. Field Measurements: Verify locations of wall framing members and wall opening dimensions by field measurements prior to the fabrication of the MCM system. Field measurements to be acquired once all substrate materials and adjacent materials are installed. Field measurements to be acquired with 3D laser scanning equipment positioned at adequate locations around the building to capture as-built data in the form of a point cloud. Submit "As Built Shop Drawings" with required adjustments to panel dimensions and layouts, unless otherwise permitted by the Architect and General Contractor.

3.5 FIELD QUALITY CONTROL

- A. Additional tests and inspections, at Contractor's expense, are performed to determine compliance of replaced or additional work with specified requirements.
- B. Prepare test and inspection reports.

3.6 CLEANING AND PROTECTION

- A. Remove temporary protective coverings and strippable films, if any, as MCM panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of MCM panel installation, clean finished surfaces as recommended by MCM panel manufacturer. Maintain in a clean condition during construction.
- B. After MCM panel installation, clear weep holes and drainage channels of obstructions, dirt, and sealant.
- C. Replace MCM panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 074243

SECTION 075310 - EPDM MEMBRANE ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Adhered membrane roofing system.
 - 2. Mechanically fastened membrane roofing system.
 - 3. Vapor retarder.
 - 4. Roof insulation.
- B. This Section includes the installation of acoustical roof deck rib insulation strips furnished under Division 5 Section "Steel Deck."
- C. Related Sections include the following:
 - 1. Division 5 Section "Steel Deck" for furnishing acoustical deck rib insulation.
 - 2. Division 6 Section "Miscellaneous Carpentry" for wood nailers, curbs, and blocking.
 - 3. Division 7 Section "Building Insulation" for insulation beneath the roof deck.
 - 4. Division 7 Section "Sheet Metal Flashing and Trim" for metal roof penetration flashings, flashings, and counterflashings.
 - 5. Division 7 Section "Joint Sealants."
 - 6. Division 15 Section "Plumbing Specialties" for roof drains.
- D. Unit Prices: Refer to Division 1 Section "Unit Prices" for description of Work in this Section affected by unit prices.

1.3 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.
- B. Design Uplift Pressure: The uplift pressure, calculated according to procedures in SPRI's "Wind Load Design Guide for Fully Adhered and Mechanically Fastened Roofing Systems," before multiplication by a safety factor.
- C. Factored Design Uplift Pressure: The uplift pressure, calculated according to procedures in SPRI's "Wind Load Design Guide for Fully Adhered and Mechanically Fastened Roofing Systems," after multiplication by a safety factor.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.
- C. Roofing System Design: Provide a membrane roofing system that is identical to systems that have been successfully tested by a qualified testing and inspecting agency to resist uplift pressure calculated according to ASCE 7.
 - 1. Corner Uplift Pressure: 90 lbf/sq. ft..
 - 2. Perimeter Uplift Pressure: 60 lbf/sq. ft..
 - 3. Field-of-Roof Uplift Pressure: 30 lbf/sq. ft..
- D. FMG Listing: Provide roofing membrane, base flashings, and component materials that comply with requirements in FMG 4450 and FMG 4470 as part of a membrane roofing system and that are listed in FMG's "Approval Guide" for Class 1 or noncombustible construction, as applicable. Identify materials with FMG markings.
 - 1. Fire/Windstorm Classification: Class 1A- 105.
 - 2. Hail Resistance: MH.

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other Work.
 - 1. Base flashings and membrane terminations.
 - 2. Tapered insulation, including slopes.
 - 3. Insulation fastening patterns.
- C. Samples for Verification: For the following products:
 - 1. 12-by-12-inch square of sheet roofing, of color specified, including T-shaped side and end lap seam.
 - 2. 12-by-12-inch square of roof insulation.
 - 3. 12-by-12-inch square of walkway pads or rolls.
 - 4. 12-inch length of metal termination bars.
 - 5. 12-inch length of battens.
 - 6. Six insulation fasteners of each type, length, and finish.
 - 7. Six roof cover fasteners of each type, length, and finish.

- D. Installer Certificates: Signed by roofing system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
- E. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
 - 1. Submit evidence of meeting performance requirements.
- F. Qualification Data: For Installer and manufacturer.
- G. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of roofing system.
- H. Research/Evaluation Reports: For components of membrane roofing system.
- I. Maintenance Data: For roofing system to include in maintenance manuals.
- J. Warranties: Special warranties specified in this Section.
- K. Inspection Report: Copy of roofing system manufacturer's inspection report of completed roofing installation.

1.6 QUALITY ASSURANCE

- A. 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 warranty.
- B. Manufacturer Qualifications: A qualified manufacturer that has UL listing for membrane roofing system identical to that used for this Project.
- C. Testing Agency Qualifications: An independent testing agency with the experience and capability to conduct the testing indicated, as documented according to ASTM E 548.
- D. Source Limitations: Obtain components for membrane roofing system approved by roofing membrane manufacturer.
- E. Fire-Test-Response Characteristics: Provide membrane roofing materials with the fire-test-response characteristics indicated as determined by testing identical products per test method below by UL, FMG, or another testing and inspecting agency acceptable to authorities having jurisdiction. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
 - 1. Exterior Fire-Test Exposure: Class A; ASTM E 108, for application and roof slopes indicated.
 - 2. Fire-Resistance Ratings: ASTM E 119, for fire-resistance-rated roof assemblies of which roofing system is a part.

- F. Preliminary Roofing Conference: Before starting roof deck construction, conduct conference at Project site. Comply with requirements for preinstallation conferences in Division 1 Section "Project Management and Coordination." Review methods and procedures related to roof deck construction and roofing system including, but not limited to, the following:
1. Meet with Owner; Architect; Owner's insurer if applicable; testing and inspecting agency representative; roofing Installer; roofing system manufacturer's representative; deck Installer; and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
 2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
 3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
 5. Review structural loading limitations of roof deck during and after roofing.
 6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
 7. Review governing regulations and requirements for insurance and certificates if applicable.
 8. Review temporary protection requirements for roofing system during and after installation.
 9. Review roof observation and repair procedures after roofing installation.
- G. Preinstallation Conference: Conduct conference at Project site. Comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to roofing system including, but not limited to, the following:
1. Meet with Owner; Architect; Owner's insurer if applicable; testing and inspecting agency representative; roofing Installer; roofing system manufacturer's representative; deck Installer; and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
 2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
 3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
 5. Review structural loading limitations of roof deck during and after roofing.
 6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
 7. Review governing regulations and requirements for insurance and certificates if applicable.
 8. Review temporary protection requirements for roofing system during and after installation.
 9. Review roof observation and repair procedures after roofing installation.

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, 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 manufacturers 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 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.9 WARRANTY

- A. Special Warranty: Manufacturer's standard form, without monetary limitation, in which manufacturer agrees to repair or replace components of membrane roofing system that fail in materials or workmanship within specified warranty period. Failure includes roof leaks.
 - 1. Special warranty includes roofing membrane, base flashings, roofing accessories roof insulation fasteners cover boards substrate board vapor retarder roof pavers walkway products and other components of membrane 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 Work of this Section, including all components of membrane roofing system such as roofing membrane, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, roof pavers, and walkway products, for the following warranty period:
 - 1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the products specified.
2. Products: Subject to compliance with requirements, provide one of the products specified.
3. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the manufacturers specified.
4. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

2.2 EPDM (fully adhered) ROOFING MEMBRANE

- A. EPDM Roofing Membrane: ASTM D 4637, Type I, nonreinforced uniform, flexible sheet made from EPDM and as follows:
1. Manufacturers:
 - a. Carlisle SynTec Incorporated. (Basis of Design: 90-mil Sure-Seal EPDM)
 - b. Celotex Corporation.
 - c. GenFlex Roofing Systems.
 - d. Johns Manville International, Inc.
 2. Thickness: 90 mils, nominal.
 3. Exposed Face Color: Black.

2.3 AUXILIARY MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with membrane roofing.
1. Liquid-type auxiliary materials shall meet VOC limits of authorities having jurisdiction.
- B. Sheet Flashing: 90-mil- thick EPDM, partially cured or cured, according to application.
- C. Epichlorohydrin Sheet: 90-mil- thick, unreinforced flexible sheet with the following typical properties as determined per ASTM test method indicated:
1. Tensile Strength: 1500 psi; ASTM D 412.
 2. Ultimate Elongation: 200 percent; ASTM D 412.
 3. Tear Resistance: 150 lbf/in.; ASTM D 412.
 4. Brittleness Temperature: Minus 20 deg F; ASTM D 746.
 5. Resistance to Ozone Aging: No cracks after 168 hours' exposure of 50 percent elongated sample at 104 deg F and 100-pphm ozone; ASTM D 1149.
 6. Resistance to Oil Aging: 15 percent maximum mass change after 168 hours' immersion in diesel fuel No. 2 at 158 deg F; ASTM D 471.
- D. Bonding Adhesive: Manufacturer's standard bonding adhesive.
- E. Cold Fluid-Applied Membrane Adhesive: Manufacturer's standard cold fluid-applied bonding adhesive formulated to adhere fleece-backed roofing membrane to substrate.

- F. Seaming Material: Manufacturer's standard synthetic-rubber polymer primer and 3-inch- wide minimum, butyl splice tape with release film.
- G. Lap Sealant: Manufacturer's standard single-component sealant.
- 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 thick; with anchors.
- J. Metal Battens: Manufacturer's standard aluminum-zinc-alloy-coated or zinc-coated steel sheet, approximately 1 inch wide by 0.05 inch thick, prepunched.
- K. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane to substrate, and acceptable to membrane roofing system manufacturer.
- L. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, in-seam sealants, termination reglets, cover strips, and other accessories.

2.4 SUBSTRATE BOARDS

- A. Substrate Board: ASTM C 1177/C 1177M, glass-mat, water-resistant gypsum substrate, 1/2 inch thick.
 - 1. Product: Subject to compliance with requirements, provide "Dens-Deck" manufactured by Georgia-Pacific Corporation.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening substrate panel to roof deck.

2.5 VAPOR RETARDER

- A. Polyethylene Vapor Retarder: ASTM D 4397, 6 mils thick, minimum, with maximum permeance rating of 0.13 perm.
 - 1. Tape: Pressure-sensitive tape of type recommended by vapor-retarder manufacturer for sealing joints and penetrations in vapor retarder.
 - 2. Adhesive: Manufacturer's standard lap adhesive, FMG approved for vapor-retarder application.

2.6 ROOF INSULATION

- A. General: Provide preformed roof insulation boards that comply with requirements and referenced standards, selected from manufacturer's standard sizes and of thicknesses indicated.

- B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, felt or glass-fiber mat facer on both major surfaces.
 - 1. Manufacturers:
 - a. Carlisle SynTec Incorporated.
 - b. Celotex Corporation.
 - c. Firestone Building Products Company.
 - d. GAF Materials Corp.
 - e. GenFlex Roofing Systems.
 - f. Johns Manville International, Inc.
- C. Tapered Insulation: Provide factory-tapered insulation boards fabricated to slope of 1/4 inch per 12 inches, unless otherwise indicated.
- D. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.

2.7 INSULATION ACCESSORIES

- A. General: Furnish roof insulation accessories recommended by insulation manufacturer for intended use and compatible with membrane roofing.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer.
- C. Cold Fluid-Applied Adhesive: Manufacturer's standard cold fluid-applied adhesive formulated to adhere roof insulation to substrate.
- D. Cover Board: ASTM C 1177/C 1177M, glass-mat, water-resistant gypsum substrate, 1/2 inch thick.
 - 1. Product: Subject to compliance with requirements, provided "Dens-Deck" manufactured by Georgia-Pacific Corporation.
- E. Protection Mat: Woven or nonwoven polypropylene, polyolefin, or polyester fabric mat, water permeable and resistant to ultraviolet degradation, type and weight as recommended by roofing system manufacturer for application.
- F. Metal Securement System: Perimeter securement flashing and strapping fabricated from stainless steel, a minimum of 0.031 inch thick. Provide fasteners as recommended by mortar-faced insulation manufacturer.

2.8 WALKWAYS

- A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, solid-rubber, slip-resisting, surface-textured walkway pads or rolls, approximately 1/4 inch thick, and acceptable to membrane roofing system manufacturer.

1. Size: 24 by 24 inches.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:
 1. Verify that roof openings and penetrations are in place and set and braced and that roof drains are securely clamped in place.
 2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at 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 Division 5 Section "Steel Deck."
 4. Verify that minimum concrete drying period recommended by roofing system manufacturer has passed.
 5. Verify that concrete substrate is visibly dry and free of moisture. Test for capillary moisture by plastic sheet method according to ASTM D 4263.
 6. Verify that concrete curing compounds that will impair adhesion of roofing components to roof deck have been removed.
 7. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.
- D. Install acoustical roof deck rib insulation strips, specified in Division 5 Section "Steel Deck," according to acoustical roof deck manufacturer's written instructions.

3.3 SUBSTRATE BOARD

- A. Install substrate board with long joints in continuous straight lines, perpendicular to roof slopes with end joints staggered between rows. Tightly butt substrate boards together.
 1. Fasten substrate board to top flanges of steel deck according to recommendations in FMG's "Approval Guide" for specified Windstorm Resistance Classification.

2. Fasten substrate board to top flanges of steel deck to resist uplift pressure at corners, perimeter, and field of roof according to membrane roofing system manufacturers' written instructions.

3.4 VAPOR-RETARDER INSTALLATION

- A. Loosely lay polyethylene-film vapor retarder in a single layer over area to receive vapor retarder, side and end lapping each sheet a minimum of 2 inches and 6 inches, respectively.
 1. Seal side and end laps with tape.
- B. Install laminate-sheet vapor retarder in a single layer over area to receive vapor retarder, side and end lapping each sheet a minimum of 2 inches and 6 inches, respectively. Bond vapor retarder to deck as follows:
 1. Apply adhesive at rate recommended by vapor-retarder manufacturer. Seal laps with adhesive.
 2. Apply ribbons of hot roofing asphalt at spacing, temperature, and rate recommended by vapor-retarder manufacturer. Seal laps with hot roofing asphalt.
- C. Completely seal vapor retarder at terminations, obstructions, and penetrations to prevent air movement into membrane roofing system.

3.5 INSULATION INSTALLATION

- A. Coordinate installing membrane roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with membrane roofing system manufacturer's written instructions for installing roof insulation.
- C. Install tapered insulation under area of roofing to conform to slopes indicated.
- D. Install one or more layers of insulation under area of roofing to achieve required thickness. Where overall insulation thickness is 2 inches or greater, install 2 or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches in each direction.
- E. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- F. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch with insulation.
 1. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.

- G. Mechanically Fastened Insulation: Install each layer of insulation and secure to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type.
 - 1. Fasten insulation according to requirements in FMG's "Approval Guide" for specified Windstorm Resistance Classification.
 - 2. Fasten insulation to resist uplift pressure at corners, perimeter, and field of roof.
- H. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Loosely butt cover boards together and fasten to roof deck.
 - 1. Fasten insulation according to requirements in FMG's "Approval Guide" for specified Windstorm Resistance Classification.
 - 2. Fasten insulation to resist uplift pressure at corners, perimeter, and field of roof.

3.6 ADHERED ROOFING MEMBRANE INSTALLATION

- A. Install roofing membrane over area to receive roofing according to membrane roofing system manufacturer's written instructions. Unroll roofing membrane and allow to relax before installing.
- B. Roofing system shall be a fully adhered system
- C. Start installation of roofing membrane in presence of membrane roofing system manufacturer's technical personnel.
- D. Accurately align roofing membrane and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- E. Bonding Adhesive: Apply bonding adhesive to substrate and underside of roofing membrane at rate required by manufacturer and allow to partially dry before installing roofing membrane. Do not apply bonding adhesive to splice area of roofing membrane.
- F. Mechanically or adhesively fasten roofing membrane securely at terminations, penetrations, and perimeter of roofing.
- G. Apply roofing membrane with side laps shingled with slope of roof deck where possible.
- H. Adhesive Seam Installation: Clean both faces of splice areas, apply splicing cement, and firmly roll side and end laps of overlapping roofing membranes according to manufacturer's written instructions to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of roofing membrane terminations.
 - 1. Apply a continuous bead of in-seam sealant before closing splice if required by membrane roofing system manufacturer.
- I. Tape Seam Installation: Clean and prime both faces of splice areas, apply splice tape, and firmly roll side and end laps of overlapping roofing membranes according to manufacturer's written instructions to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of roofing membrane terminations.

- J. Repair tears, voids, and lapped seams in roofing that does not meet requirements.
- K. Spread sealant or mastic bed over deck drain flange at deck drains and securely seal roofing membrane in place with clamping ring.
- L. Install roofing membrane and auxiliary materials to tie in to existing roofing.

3.7 BASE FLASHING INSTALLATION

- A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to membrane 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 bonding adhesive to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet 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 WALKWAY INSTALLATION

- A. Flexible Walkways: Install walkway products in locations indicated. Adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

3.9 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to perform roof tests and inspections and to prepare test reports.
- B. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion and submit report to Architect.
 - 1. Notify Architect or Owner 48 hours in advance of date and time of inspection.
- C. Repair or remove and replace components of membrane roofing system where test results or inspections indicate that they do not comply with specified requirements.
- D. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.10 PROTECTING AND CLEANING

- A. Protect membrane roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Correct deficiencies in or remove membrane roofing system that does not comply with requirements, repair substrates and repair or reinstall membrane roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

3.11 ROOFING INSTALLER'S WARRANTY

- A. 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,
- B. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his 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.
- C. 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. peak gust wind speed exceeding 100 mph;
 - 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 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.

D. IN WITNESS THEREOF, this instrument has been duly executed this _____ day of _____, _____.

1. Authorized Signature: _____
2. Name: _____
3. Title: _____

END OF SECTION 07531

SECTION 076200 - SHEET METAL FLASHING AND TRIM**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. Manufactured counterflashing.
 - 2. Formed roof-drainage sheet metal fabrications including chimney cap.
 - 3. Formed low-slope roof sheet metal fabrications.
 - 4. Formed wall sheet metal fabrications.

1.3 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.

1.4 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 each manufactured product and accessory.
- B. Shop Drawings: For chimney cap.
 - 1. Include plans, elevations, sections, and attachment details.
 - 2. Detail fabrication and installation layouts, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work.
 - 3. Include identification of material, thickness, weight, and finish for each item and location in Project.
 - 4. Include details for forming, including profiles, shapes, seams, and dimensions.
 - 5. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
 - 6. Include details of termination points and assemblies.
 - 7. Include details of edge conditions, including eaves, ridges, valleys, rakes, crickets, and counterflashings as applicable.
 - 8. Include details of connections to adjoining work.

9. Detail formed flashing and trim at scale of not less than 3 inches per 12 inches.
- C. Samples for Initial Selection: For each type of sheet metal and accessory indicated with factory-applied finishes. For chimney cap.
- D. Samples for Verification: For chimney cap.
 1. Sheet Metal at Chimney Cap: 6 inches x 6 inches, including finished seam and in required profile. Include fasteners, cleats, clips, closures, and other attachments.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For fabricator.
- B. Product Certificates: For each type of coping and roof edge flashing that is FM Approvals approved.
- C. Product Test Reports: For each product, for tests performed by a qualified testing agency.
- D. Sample Warranty: For special warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For sheet metal flashing and trim, and its accessories, to include in maintenance manuals.

1.7 QUALITY ASSURANCE

- A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
 1. For copings and roof edge flashings that are FM Approvals approved, shop shall be listed as able to fabricate required details as tested and approved.
- B. Mockups: Build mockups as requested by University's Designated Representative to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for fabrication and installation.
 1. Typical mockups may include roof edge eave, including fascia fascia trim, approximately long, including supporting construction cleats, seams, attachments, underlayment, and accessories.
 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless University's Designated Representative specifically approves such deviations in writing.
 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

1.9 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - 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: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. Sheet Metal Standard for Copper: Comply with CDA's "Copper in Architecture Handbook." Conform to dimensions and profiles shown unless more stringent requirements are indicated.
- D. FM Approvals Listing: Manufacture and install copings roof edge flashings that are listed in FM Approvals' "RoofNav" and approved for windstorm classification, Class 1-90. Identify materials with name of fabricator and design approved by FM Approvals.
- E. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.2 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Aluminum Sheet (for use at roof flashings where noted below): ASTM B 209, alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required; with smooth, flat surface.
 1. Clear Anodic Finish, Coil Coated: AAMA 611, AA-M12C22A41, Class I, 0.018 mm or thicker.
- C. Copper Sheet (for use at chimney cap and select flashings as noted below): ASTM B 370, cold-rolled copper sheet, H00 or H01 temper.
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Hussey Copper Ltd.
 - b. Revere Copper Products, Inc.
 2. Prepatinated Copper-Sheet Finish: Dark brown, prepatinated according to ASTM B 882.

2.3 UNDERLAYMENT MATERIALS

- A. Synthetic Underlayment / Breather Membrane: Laminated or reinforced, woven polyethylene or polypropylene, synthetic roofing underlayment; bitumen free; slip resistant; suitable for high temperatures over 220 deg F; and complying with physical requirements of ASTM D 226/D 226M for Type I and Type II felts.
 1. Basis of design product: Tyvek Metal or equivalent

2.4 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.

- b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
 - 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.
- 3. Fasteners for Copper Sheet: Copper, hardware bronze or passivated Series 300 stainless steel.
- C. Solder:
 - 1. For Copper: ASTM B 32, with maximum lead content of 0.2 percent.
- D. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.
- E. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- F. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
- G. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.

2.5 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
 - 1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
 - 2. Obtain field measurements for accurate fit before shop fabrication.
 - 3. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
 - 4. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- C. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified in MCA's "Guide Specification for Residential Metal Roofing."

- D. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
 - 1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
 - 2. Use lapped expansion joints only where indicated on Drawings.
- E. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.
- F. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- G. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard and by FM Global Property Loss Prevention Data Sheet 1-49 for application, but not less than thickness of metal being secured.
- H. Seams: 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.
- I. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints where necessary for strength.
- J. Do not use graphite pencils to mark metal surfaces.

2.6 ROOF-DRAINAGE SHEET METAL FABRICATIONS

- A. Copings / Chimney Caps: Fabricate in minimum 96-inch-long, but not exceeding 12-foot-long, sections. Fabricate joint plates of same thickness as copings. Furnish with continuous cleats to support edge of external leg and drill elongated holes for fasteners on interior leg. Miter corners, fasten and seal watertight. Shop fabricate interior and exterior corners.
 - 1. Joint Style: Butted with expansion space and 6-inch-wide, concealed backup plate.
 - 2. Fabricate from the Following Materials:
 - a. Aluminum: 0.050 inch thick.
 - b. Copper: 24 oz./sq. ft. (0.82 mm thick) .
- B. Roof and Roof-to-Wall Transition Roof-to-Roof Edge-Flashing (Gravel-Stop) Transition Roof-to-Roof Edge-Flashing (Gravel-Stop) and Fascia-Cap Transition Expansion-Joint Cover: Fabricate from the following materials: Shop fabricate interior and exterior corners.
 - 1. Aluminum: 0.050 inch thick.
- C. Base Flashing: Shop fabricate interior and exterior corners. Fabricate from the following materials:
 - 1. Aluminum: 0.040 inch thick.

- D. Counterflashing: Shop fabricate interior and exterior corners. Fabricate from the following materials:
 - 1. Aluminum: 0.032 inch thick.
- E. Flashing Receivers: Fabricate from the following materials:
 - 1. Aluminum: 0.032 inch thick.
- F. Roof-Penetration Flashing: Fabricate from the following materials:
 - 1. Copper: 16 oz./sq. ft..
- G. Roof-Drain Flashing: Fabricate from the following materials:
 - 1. Copper: 12 oz./sq. ft..

2.7 WALL SHEET METAL FABRICATIONS

- A. Opening Flashings in Frame Construction: Fabricate head, sill, and similar flashings to extend beyond wall openings. Form head and sill flashing with 2-inch-high, end dams. Fabricate from the following materials:
 - 1. Aluminum: 0.032 inch 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 compliance with requirements for installation tolerances of substrates.
 - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
 - 3. Verify that air- or water-resistant barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 UNDERLAYMENT INSTALLATION

- A. Synthetic Underlayment: Install synthetic underlayment, wrinkle free, according to manufacturers' written instructions, and using adhesive where possible to minimize use of mechanical fasteners under sheet metal.

3.3 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
1. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
 2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
 3. Space cleats not more than 12 inches apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
 4. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
 5. Torch cutting of sheet metal flashing and trim is not permitted.
 6. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
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. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
 2. 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 for nails and not less than 3/4 inch 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. Embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F.

2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."

G. Rivets: Rivet joints in uncoated aluminum where necessary for strength.

3.4 ROOF-DRAINAGE SYSTEM INSTALLATION

- A. General: Install sheet metal roof-drainage items to produce complete roof-drainage system according to cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.
- B. Expansion-Joint Covers: Install expansion-joint covers at locations and of configuration indicated. Lap joints minimum of 4 inches in direction of water flow.

3.5 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and cited sheet metal standard. Provide concealed fasteners where possible, and set units true to line, levels, and slopes. Install work with laps, joints, and seams that are permanently watertight and weather resistant.
- B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in cited sheet metal standard unless otherwise indicated. Interlock bottom edge of roof edge flashing with continuous cleat anchored to substrate at staggered 3-inch centers.
- C. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in FM Global Property Loss Prevention Data Sheet 1-49 for FM Approvals' listing for required windstorm classification.
- D. Copings: Anchor to resist uplift and outward forces according to recommendations in cited sheet metal standard unless otherwise indicated.
 1. Interlock exterior bottom edge of coping with continuous cleat anchored to substrate at 24-inch centers.
 2. Anchor interior leg of coping with washers and screw fasteners through slotted holes at 24-inch centers.
- E. Copings: Anchor to resist uplift and outward forces according to recommendations in FM Global Property Loss Prevention Data Sheet 1-49 for specified FM Approvals' listing for required windstorm classification.
- F. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend counterflashing 4 inches over base flashing. Lap counterflashing joints minimum of 4 inches. Secure in waterproof manner by means of interlocking folded seam or blind rivets and sealant unless otherwise indicated.

- G. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with elastomeric sealant and clamp flashing to pipes that penetrate roof.

3.6 WALL FLASHING INSTALLATION

- A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to cited sheet metal standard unless otherwise indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.
- B. Through-Wall Flashing: Installation of through-wall flashing is specified in Section 042000 "Unit Masonry."
- C. Reglets: Installation of reglets is specified in Section 042000 "Unit Masonry."
- D. Opening Flashings in Frame Construction: Install continuous head, sill, jamb, and similar flashings to extend 4 inches beyond wall openings.

3.7 MISCELLANEOUS FLASHING INSTALLATION

- A. Equipment Support Flashing: Coordinate installation of equipment support flashing with installation of roofing and equipment. Weld or seal flashing with elastomeric sealant to equipment support member.
- B. Overhead-Piping Safety Pans: Suspend pans from structure above, independent of other overhead items such as equipment, piping, and conduit, unless otherwise indicated on Drawings. Pipe and install drain line to plumbing waste or drainage system.

3.8 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- B. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerances specified in MCA's "Guide Specification for Residential Metal Roofing."

3.9 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.
- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of sheet metal flashing and trim installation, remove unused materials and clean

finished surfaces as recommended by sheet metal flashing and trim manufacturer. Maintain sheet metal flashing and trim in clean condition during construction.

- E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 076200

SECTION 078410 - THROUGH-PENETRATION FIRESTOP SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes through-penetration firestop systems for penetrations through the following fire-resistance-rated assemblies, including both empty openings and openings containing penetrating items:
 - 1. Floors.
 - 2. Roofs.
 - 3. Walls and partitions.
 - 4. Smoke barriers.
 - 5. Construction enclosing compartmentalized areas.
- B. Related Sections include the following:
 - 1. Division 5 Section "Steel Deck" for steel roof deck supporting metal roof panels.
 - 2. Division 5 Section "Cold-Formed Metal Framing" for secondary support framing supporting metal roof panels.
 - 3. Division 7 Section "Sheet Metal Flashing and Trim" for fasciae, flashings and other sheet metal work not part of metal roof panel assemblies.

1.3 PERFORMANCE REQUIREMENTS

- A. General: For the following constructions, provide through-penetration firestop systems that are produced and installed to resist spread of fire according to requirements indicated, resist passage of smoke and other gases, and maintain original fire-resistance rating of assembly penetrated.
 - 1. Fire-resistance-rated load-bearing walls, including partitions, with fire-protection-rated openings.
 - 2. Fire-resistance-rated non-load-bearing walls, including partitions, with fire-protection-rated openings.
 - 3. Fire-resistance-rated floor assemblies.
 - 4. Fire-resistance-rated roof assemblies.
- B. F-Rated Systems: Provide through-penetration firestop systems with F-ratings indicated, as determined per ASTM E 814, but not less than that equaling or exceeding fire-resistance rating of constructions penetrated.

- C. T-Rated Systems: For the following conditions, provide through-penetration firestop systems with T-ratings indicated, as well as F-ratings, as determined per ASTM E 814, where systems protect penetrating items exposed to potential contact with adjacent materials in occupiable floor areas:
1. Penetrations located outside wall cavities.
 2. Penetrations located outside fire-resistive shaft enclosures.
 3. Penetrations located in construction containing fire-protection-rated openings.
 4. Penetrating items larger than 4-inch- diameter nominal pipe or 16 sq. in. in overall cross-sectional area.
- D. For through-penetration firestop systems exposed to view, traffic, moisture, and physical damage, provide products that after curing do not deteriorate when exposed to these conditions both during and after construction.
1. For piping penetrations for plumbing and wet-pipe sprinkler systems, provide moisture-resistant through-penetration firestop systems.
 2. For floor penetrations with annular spaces exceeding 4 inches in width and exposed to possible loading and traffic, provide firestop systems capable of supporting floor loads involved either by installing floor plates or by other means.
 3. For penetrations involving insulated piping, provide through-penetration firestop systems not requiring removal of insulation.
- E. For through-penetration firestop systems exposed to view, provide products with flame-spread ratings of less than 25 and smoke-developed ratings of less than 450, as determined per ASTM E 84.

1.4 SUBMITTALS

- A. Product Data: For each type of through-penetration firestop system product indicated.
- B. Shop Drawings: For each through-penetration firestop system, show each kind of construction condition penetrated, relationships to adjoining construction, and kind of penetrating item. Include firestop design designation of testing and inspecting agency acceptable to authorities having jurisdiction that evidences compliance with requirements for each condition indicated.
1. Submit documentation, including illustrations, from a qualified testing and inspecting agency that is applicable to each through-penetration firestop system configuration for construction and penetrating items.
 2. Where Project conditions require modification of qualified testing and inspecting agency's illustration to suit a particular through-penetration firestop condition, submit illustration, with modifications marked, approved by through-penetration firestop system manufacturer's fire-protection engineer.
- C. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

- D. Product Certificates: Signed by manufacturers of through-penetration firestop system products certifying that products furnished comply with requirements.
- E. Product Test Reports: From a qualified testing agency indicating through-penetration firestop system complies with requirements, based on comprehensive testing of current products.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed through-penetration firestop systems similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Installer Qualifications: An experienced installer who is qualified by having the necessary experience, staff, and training to install manufacturer's products per specified requirements. A manufacturer's willingness to sell its through-penetration firestop system products to Contractor or to an installer engaged by Contractor does not in itself confer qualification on buyer.
- C. Source Limitations: Obtain through-penetration firestop systems, for each kind of penetration and construction condition indicated, from a single manufacturer.
- D. Fire-Test-Response Characteristics: Provide through-penetration firestop systems that comply with the following requirements and those specified in "Performance Requirements" Article:
 - 1. Firestopping tests are performed by a qualified testing and inspecting agency. A qualified testing and inspecting agency is UL, or another agency performing testing and follow-up inspection services for firestop systems acceptable to authorities having jurisdiction.
 - 2. Through-penetration firestop systems are identical to those tested per ASTM E 814. Provide rated systems complying with the following requirements:
 - a. Through-penetration firestop system products bear classification marking of qualified testing and inspecting agency.
 - b. Through-penetration firestop systems correspond to those indicated by reference to through-penetration firestop system designations listed by the following:
 - 1) UL in "Fire Resistance Directory."

- E. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings."

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver through-penetration firestop system products to Project site in original, unopened containers or packages with intact and legible manufacturers' labels identifying product and manufacturer; date of manufacture; lot number; shelf life, if applicable; qualified testing and inspecting agency's classification marking applicable to Project; curing time; and mixing instructions for multicomponent materials.
- B. Store and handle materials for through-penetration firestop systems to prevent their deterioration or damage due to moisture, temperature changes, contaminants, or other causes.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install through-penetration firestop systems when ambient or substrate temperatures are outside limits permitted by through-penetration firestop system manufacturers or when substrates are wet due to rain, frost, condensation, or other causes.
- B. Ventilate through-penetration firestop systems per manufacturers written instructions by natural means or, where this is inadequate, forced-air circulation.

1.8 COORDINATION

- A. Coordinate construction of openings and penetrating items to ensure that through-penetration firestop systems are installed according to specified requirements.
- B. Coordinate sizing of sleeves, openings, core-drilled holes, or cut openings to accommodate through-penetration firestop systems.
- C. Notify Owner's inspecting agency at least seven days in advance of through-penetration firestop system installations; confirm dates and times on days preceding each series of installations.
- D. Do not cover up through-penetration firestop system installations that will become concealed behind other construction until Owner's inspecting agency and building inspector, if required by authorities having jurisdiction, have examined each installation.

PART 2 - PRODUCTS

2.1 PRODUCTS AND MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the through-penetration firestop systems indicated for each application that are produced by one of the following manufacturers:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. DAP Inc.
 - 2. Hilti Construction Chemicals, Inc.
 - 3. Isolatek International.
 - 4. Nelson Firestop Products.
 - 5. 3M Fire Protection Products.
 - 6. Tremco.
 - 7. United States Gypsum Company.

2.2 FIRESTOPPING, GENERAL

- A. Compatibility: Provide through-penetration firestop systems that are compatible with one another, with the substrates forming openings, and with the items, if any, penetrating through-

penetration firestop systems, under conditions of service and application, as demonstrated by through-penetration firestop system manufacturer based on testing and field experience.

- B. Accessories: Provide components for each through-penetration firestop system that are needed to install fill materials and to comply with "Performance Requirements" Article. Use only components specified by through-penetration firestop system manufacturer and approved by the qualified testing and inspecting agency for firestop systems indicated. Accessories include, but are not limited to, the following items:
1. Permanent forming/damming/backing materials, including the following:
 - a. Slag-/rock-wool-fiber insulation.
 - b. Sealants used in combination with other forming/damming/backing materials to prevent leakage of fill materials in liquid state.
 - c. Fire-rated form board.
 - d. Fillers for sealants.
 2. Temporary forming materials.
 3. Substrate primers.
 4. Collars.
 5. Steel sleeves.

2.3 FILL MATERIALS

- A. General: Provide through-penetration firestop systems containing the types of fill materials indicated in the Through-Penetration Firestop System Schedule at the end of Part 3 by reference to the types of materials described in this Article. Fill materials are those referred to in directories of the referenced testing and inspecting agencies as fill, void, or cavity materials.
- B. Cast-in-Place Firestop Devices: Factory-assembled devices for use in cast-in-place concrete floors and consisting of an outer metallic sleeve lined with an intumescent strip, a radial extended flange attached to one end of the sleeve for fastening to concrete formwork, and a neoprene gasket.
- C. Latex Sealants: Single-component latex formulations that after cure do not re-emulsify during exposure to moisture.
- D. Firestop Devices: Factory-assembled collars formed from galvanized steel and lined with intumescent material sized to fit specific diameter of penetrant.
- E. Intumescent Composite Sheets: Rigid panels consisting of aluminum-foil-faced elastomeric sheet bonded to galvanized steel sheet.
- F. Intumescent Putties: Nonhardening dielectric, water-resistant putties containing no solvents, inorganic fibers, or silicone compounds.
- G. Intumescent Wrap Strips: Single-component intumescent elastomeric sheets with aluminum foil on one side.

- H. Mortars: Prepackaged, dry mixes consisting of a blend of inorganic binders, hydraulic cement, fillers, and lightweight aggregate formulated for mixing with water at Project site to form a nonshrinking, homogeneous mortar.
- I. Pillows/Bags: Reusable, heat-expanding pillows/bags consisting of glass-fiber cloth cases filled with a combination of mineral-fiber, water-insoluble expansion agents and fire-retardant additives.
- J. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.
- K. Silicone Sealants: Moisture-curing, single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below:
 - 1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces and nonsag formulation for openings in vertical and other surfaces requiring a nonslumping, gunnable sealant, unless indicated firestop system limits use to nonsag grade for both opening conditions.
 - 2. Grade for Horizontal Surfaces: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces.
 - 3. Grade for Vertical Surfaces: Nonsag formulation for openings in vertical and other surfaces.

2.4 MIXING

- A. For those products requiring mixing before application, comply with through-penetration firestop system manufacturer's written instructions for accurate proportioning of materials, water (if required), type of mixing equipment, selection of mixer speeds, mixing containers, mixing time, and other items or procedures needed to produce products of uniform quality with optimum performance characteristics for application indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning: Clean out openings immediately before installing through-penetration firestop systems to comply with written recommendations of firestop system manufacturer and the following requirements:

1. Remove from surfaces of opening substrates and from penetrating items foreign materials that could interfere with adhesion of through-penetration firestop systems.
 2. Clean opening substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with through-penetration firestop systems. Remove loose particles remaining from cleaning operation.
 3. Remove laitance and form-release agents from concrete.
- B. Priming: Prime substrates where recommended in writing by through-penetration firestop 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. Masking Tape: Use masking tape to prevent through-penetration firestop systems from contacting adjoining surfaces that will remain exposed on completion of Work and that would otherwise be permanently stained or damaged by such contact or by cleaning methods used to remove smears from firestop system materials. Remove tape as soon as possible without disturbing firestop system's seal with substrates.

3.3 THROUGH-PENETRATION FIRESTOP SYSTEM INSTALLATION

- A. General: Install through-penetration firestop systems to comply with "Performance Requirements" Article and firestop system manufacturer's written installation instructions and published drawings for products and applications indicated.
- B. Install forming/damming/backing materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated.
1. After installing fill materials, remove combustible forming materials and other accessories not indicated as permanent components of firestop systems.
- C. Install fill materials for firestop systems by proven techniques to produce the following results:
1. Fill voids and cavities formed by openings, forming materials, accessories, and penetrating items as required to achieve fire-resistance ratings indicated.
 2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
 3. For fill materials that will remain exposed after completing Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

3.4 FIELD QUALITY CONTROL

- A. Inspecting Agency: Owner will engage a qualified independent inspecting agency to inspect through-penetration firestop systems and to prepare test reports.
1. Inspecting agency will state in each report whether inspected through-penetration firestop systems comply with or deviate from requirements.
- B. Proceed with enclosing through-penetration firestop systems with other construction only after inspection reports are issued.

- C. Where deficiencies are found, repair or replace through-penetration firestop systems so they comply with requirements.

3.5 IDENTIFICATION

- A. Identify through-penetration firestop systems with pressure-sensitive, self-adhesive, preprinted vinyl labels. Attach labels permanently to surfaces of penetrated construction on both sides of each firestop system installation where labels will be visible to anyone seeking to remove penetrating items or firestop systems. Include the following information on labels:
 - 1. The words: "Warning--Through-Penetration Firestop System--Do Not Disturb. Notify Building Management of Any Damage."
 - 2. Contractor's name, address, and phone number.
 - 3. Through-penetration firestop system designation of applicable testing and inspecting agency.
 - 4. Date of installation.
 - 5. Through-penetration firestop system manufacturer's name.
 - 6. Installer's name.

3.6 CLEANING AND PROTECTION

- A. Clean off excess fill materials adjacent to openings as Work progresses by methods and with cleaning materials that are approved in writing by through-penetration firestop system manufacturers and that do not damage materials in which openings occur.
- B. Provide final protection and maintain conditions during and after installation that ensure through-penetration firestop systems are without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated through-penetration firestop systems immediately and install new materials to produce through-penetration firestop systems complying with specified requirements.

END OF SECTION 07841

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes joint sealants for the following applications, including those specified by reference to this Section:

1. Exterior joints in the following vertical surfaces and horizontal nontraffic surfaces:
 - a. Construction joints in cast-in-place concrete.
 - b. Control and expansion joints in unit masonry.
 - c. Joints between metal panels.
 - d. Joints between different materials listed above.
 - e. Perimeter joints between materials listed above and frames of doors windows and louvers.
 - f. Control and expansion joints in ceilings and other overhead surfaces.
 - g. Other joints as indicated.
2. Exterior joints in the following horizontal traffic surfaces:
 - a. Isolation and contraction joints in cast-in-place concrete slabs.
 - b. Tile control and expansion joints.
 - c. Joints between different materials listed above.
 - d. Other joints as indicated.
3. Interior joints in the following vertical surfaces and horizontal nontraffic surfaces:
 - a. Control and expansion joints on exposed interior surfaces of exterior walls.
 - b. Perimeter joints of exterior openings where indicated.
 - c. Tile control and expansion joints.
 - d. Vertical joints on exposed surfaces of interior unit masonry concrete walls and partitions.
 - e. Perimeter joints between interior wall surfaces and frames of interior doors windows and elevator entrances.
 - f. Joints between plumbing fixtures and adjoining walls, floors, and counters.
 - g. Other joints as indicated.
4. Interior joints in the following horizontal traffic surfaces:
 - a. Isolation joints in cast-in-place concrete slabs.
 - b. Control and expansion joints in tile flooring.
 - c. Other joints as indicated.

- B. Related Sections include the following:
 - 1. Division 4 Section "Unit Masonry Assemblies" for masonry control and expansion joint fillers and gaskets.
 - 2. Division 7 Section "Fire-Resistive Joint Systems" for sealing joints in fire-resistance-rated construction.
 - 3. Division 8 Section "Glazing" for glazing sealants.
 - 4. Division 9 Section "Gypsum Board Assemblies" for sealing perimeter joints of gypsum board partitions to reduce sound transmission.
 - 5. Division 9 Section "Ceramic Tile" for sealing tile joints.
 - 6. Division 9 Section "Acoustical Panel Ceilings" and "Acoustical Tile Ceilings" for sealing edge moldings at perimeters of acoustical ceilings.

1.3 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.
- B. Provide joint sealants for interior applications that establish and maintain airtight and water-resistant continuous joint seals without staining or deteriorating joint substrates.

1.4 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Samples for Verification: For each type and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- wide joints formed between two 6-inch- long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- D. Product Certificates: For each type of joint sealant and accessory, signed by product manufacturer.
- E. SWRI Validation Certificate: For each elastomeric sealant specified to be validated by SWRI's Sealant Validation Program.
- F. Qualification Data: For Installer.
- G. Preconstruction Field Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on preconstruction testing specified in "Quality Assurance" Article.
- H. Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
 - 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
 - 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.

- I. Field Test Report Log: For each elastomeric sealant application.
- J. Product Test Reports: Based on comprehensive testing of product formulations performed by a qualified testing agency, indicating that sealants comply with requirements.
- K. Warranties: Special warranties specified in this Section.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized Installer who is approved or licensed for installation of elastomeric sealants required for this Project.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.
- C. Preconstruction Compatibility and Adhesion Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.
 - 1. Use ASTM C 1087 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
 - 2. Submit not fewer than six pieces of each type of material, including joint substrates, shims, joint-sealant backings, secondary seals, and miscellaneous materials.
 - 3. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
 - 4. For materials failing tests, obtain joint-sealant manufacturers written instructions for corrective measures including use of specially formulated primers.
 - 5. Testing will not be required if joint-sealant manufacturers submit joint preparation data that are based on previous testing of current sealant products for adhesion to, and compatibility with, joint substrates and other materials matching those submitted.
- D. Product Testing: Obtain test results for "Product Test Reports" Paragraph in "Submittals" Article from a qualified testing agency based on testing current sealant formulations within a 36-month period preceding the Notice to Proceed with the Work.
 - 1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated, as documented according to ASTM E 548.
 - 2. Test elastomeric joint sealants for compliance with requirements specified by reference to ASTM C 920, and where applicable, to other standard test methods.
 - 3. Test elastomeric joint sealants according to SWRI's Sealant Validation Program for compliance with requirements specified by reference to ASTM C 920 for adhesion and cohesion under cyclic movement, adhesion-in-peel, and indentation hardness.
 - 4. Test other joint sealants for compliance with requirements indicated by referencing standard specifications and test methods.
- E. Preconstruction Field-Adhesion Testing: Before installing elastomeric sealants, field test their adhesion to Project joint substrates as follows:
 - 1. Locate test joints where indicated on Project or, if not indicated, as directed by Architect.
 - 2. Conduct field tests for each application indicated below:

- a. Each type of elastomeric sealant and joint substrate indicated.
 - b. Each type of nonelastomeric sealant and joint substrate indicated.
3. Notify Architect seven days in advance of dates and times when test joints will be erected.
4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.
 - a. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193.
 - 1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
5. Report whether sealant in joint connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
6. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

1.6 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
 2. When joint substrates are wet.
 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 4. Contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.7 WARRANTY

- A. Special Installer's Warranty: Installer's standard form in which Installer agrees to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which elastomeric sealant manufacturer agrees to furnish elastomeric joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: two years from date of Substantial Completion.
- C. Special warranties specified in this Article exclude deterioration or failure of elastomeric joint sealants from the following:
1. Movement of the structure resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression caused by structural settlement or errors attributable to design or construction.
 2. Disintegration of joint substrates from natural causes exceeding design specifications.
 3. Mechanical damage caused by individuals, tools, or other outside agents.
 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in other Part 2 articles.
- B. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles.

2.2 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by 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 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- B. Stain-Test-Response Characteristics: Where elastomeric sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- C. Suitability for Immersion in Liquids. Where elastomeric sealants are indicated for Use I for joints that will be continuously immersed in liquids, provide products that have undergone testing according to ASTM C 1247 and qualify for the length of exposure indicated by reference to ASTM C 920 for Class 1 or 2. Liquid used for testing sealants is deionized water, unless otherwise indicated.

- D. Suitability for Contact with Food: Where elastomeric sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177.2600.
- E. Single-Component Nonsag Polysulfide Sealant:
1. Products:
 - a. Pacific Polymers, Inc.; Elastoseal 230 Type I (Gun Grade).
 - b. Polymeric Systems Inc.; PSI-7000.
 2. Type and Grade: S (single component) and NS (nonsag).
 3. Class: 25.
 4. Use Related to Exposure: NT (nontraffic).
 5. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.
 - a. Use O Joint Substrates: Coated glass ceramic tile.
- F. Multicomponent Nonsag Neutral-Curing Silicone Sealant:
1. Products:
 - a. Dow Corning Corporation; 756 H.P.
 2. Type and Grade: M (multicomponent) and P (pourable).
 3. Class: 50.
 4. Use Related to Exposure: NT (nontraffic).
 5. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.
 - a. Use O Joint Substrates: Coated glass.
- G. Multicomponent Pourable Neutral-Curing Silicone Sealant:
1. Products:
 - a. Dow Corning Corporation; FC Parking Structure Sealant.
 2. Type and Grade: M (multicomponent) and P (pourable).
 3. Class: 25.
 4. Uses Related to Exposure: T (traffic) and NT (nontraffic).
 5. Uses Related to Joint Substrates: M, A, and, as applicable to joint substrates indicated, O.
 - a. Use O Joint Substrates: ceramic tile.
- H. Single-Component Pourable Neutral-Curing Silicone Sealant:
1. Products:
 - a. Dow Corning Corporation; 890-SL.
 - b. Pecora Corporation; 300 Pavement Sealant (Self Leveling).

- c. Dow Corning Corporation; SL Parking Structure Sealant.
 - 2. Type and Grade: S (single component) and P (pourable).
 - 3. Class: 100/50.
 - 4. Use Related to Exposure: NT.
 - 5. Uses Related to Joint Substrates: O, as applicable to joint substrates indicated.
 - a. Use O Joint Substrates: ceramic tile.
- I. Single-Component Neutral- and Basic-Curing Silicone Sealant:
- 1. Products:
 - a. Dow Corning Corporation; 790.
 - b. GE Silicones; SilPruf LM SCS2700.
 - c. GE Silicones; SilPruf SCS2000.
 - d. Sonneborn, Division of ChemRex Inc.; Omniseal.
 - e. Dow Corning Corporation; 791.
 - f. Dow Corning Corporation; 795
 - g. GE Silicones; SilPruf NB SCS9000.
 - h. GE Silicones; UltraPruf II SCS2900.
 - 2. Type and Grade: S (single component) and NS (nonsag).
 - 3. Class: 100/50.
 - 4. Use Related to Exposure: NT (nontraffic).
 - 5. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.
 - a. Use O Joint Substrates: Coated glass, brick, ceramic tile.
 - 6. Stain-Test-Response Characteristics: Nonstaining to porous substrates per ASTM C 1248.
- J. Single-Component Neutral-Curing Silicone Sealant:
- 1. Products:
 - a. Dow Corning Corporation; 799.
 - b. GE Silicones; UltraGlaze SSG4000.
 - c. GE Silicones; UltraGlaze SSG4000AC.
 - 2. Type and Grade: S (single component) and NS (nonsag).
 - 3. Class: 25.
 - 4. Use Related to Exposure: NT (nontraffic).
 - 5. Uses Related to Joint Substrates: G, A, and, as applicable to joint substrates indicated, O.
 - a. Use O Joint Substrates: Coated glass ceramic tile.
- K. Single-Component Mildew-Resistant Neutral-Curing Silicone Sealant:
- 1. Products:
 - a. Pecora Corporation; 898.

- b. Tremco; Tremsil 600 White.
 - 2. Type and Grade: S (single component) and NS (nonsag).
 - 3. Class: 25.
 - 4. Use Related to Exposure: NT (nontraffic).
 - 5. Uses Related to Joint Substrates: G, A, and, as applicable to joint substrates indicated, O.
 - a. Use O Joint Substrates: Coated glass, ceramic tile.
- L. Single-Component Nonsag Urethane Sealant:
 - 1. Products:
 - a. Sika Corporation, Inc.; Sikaflex - 1a.
 - b. Sonneborn, Division of ChemRex Inc.; Ultra.
 - c. Sonneborn, Division of ChemRex Inc.; NP 1.
 - d. Tremco; Vulkem 116.
 - 2. Type and Grade: S (single component) and NS (nonsag).
 - 3. Class: 25.
 - 4. Uses Related to Exposure: T (traffic) and NT (nontraffic).
 - 5. Uses Related to Joint Substrates: M, A, and, as applicable to joint substrates indicated, O.
 - a. Use O Joint Substrates: brick, ceramic tile.
- M. Single-Component Pourable Urethane Sealant:
 - 1. Products:
 - a. Sika Corporation, Inc.; Sikaflex - 1CSL.
 - b. Sonneborn, Division of ChemRex Inc.; SL 1.
 - c. Tremco; Vulkem Nova 300 SSL.
 - 2. Type and Grade: S (single component) and P (pourable).
 - 3. Class: 50.
 - 4. Uses Related to Exposure: T (traffic) and NT (nontraffic).
 - 5. Uses Related to Joint Substrates: M, A, and, as applicable to joint substrates indicated, O.
 - a. Use O Joint Substrates: brick, ceramic tile.
- N. Single-Component Pourable Urethane Sealant:
 - 1. Products:
 - a. Tremco; Tremflex S/L.
 - b. Tremco; Vulkem 45.
 - 2. Type and Grade: S (single component) and P (pourable).
 - 3. Class: 25.
 - 4. Use Related to Exposure: T (traffic).
 - 5. Uses Related to Joint Substrates: M, A, and, as applicable to joint substrates indicated, O.
 - a. Use O Joint Substrates: brick, ceramic tile.

2.4 LATEX JOINT SEALANTS

- A. Latex Sealant: Comply with ASTM C 834, Type P, Grade NF.
- B. Products:
 - 1. Sonneborn, Division of ChemRex Inc.; Sonolac.
 - 2. Tremco; Tremflex 834.

2.5 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
- C. Elastomeric Tubing Sealant Backings: Neoprene, butyl, EPDM, or silicone tubing complying with ASTM D 1056, nonabsorbent to water and gas, and capable of remaining resilient at temperatures down to minus 26 deg F. Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth, and to otherwise contribute to optimum sealant performance.
- D. 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 where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.6 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- 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, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Concrete.
 - b. Masonry.
 - c. Unglazed surfaces of ceramic tile.
 - 3. Remove laitance and form-release agents from concrete.
 - 4. Clean nonporous 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.
 - c. Porcelain enamel.
 - d. Glazed surfaces of ceramic tile.
- B. Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant manufacturer, based on 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 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. Apply sealant / caulk between any dissimilar material with material appropriate for application.

- B. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- C. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- D. Acoustical Sealant Application Standard: Comply with recommendations in ASTM C 919 for use of joint sealants in acoustical applications as applicable to materials, applications, and conditions indicated.
- E. 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.
- F. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- G. 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.
- H. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified 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 configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
 - 4. Provide flush joint configuration where indicated per Figure 5B in ASTM C 1193.
 - 5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 5C in ASTM C 1193.
 - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.
- I. Installation of Preformed Tapes: Install according to manufacturer's written instructions.
- J. Installation of Preformed Silicone-Sealant System: Comply with the following requirements:
 - 1. Apply masking tape to each side of joint, outside of area to be covered by sealant system.

2. Apply silicone sealant to each side of joint to produce a bead of size complying with preformed silicone-sealant system manufacturer's written instructions and covering a bonding area of not less than 3/8 inch. Hold edge of sealant bead 1/4 inch inside masking tape.
 3. Within 10 minutes of sealant application, press silicone extrusion into sealant to wet extrusion and substrate. Use a roller to apply consistent pressure and ensure uniform contact between sealant and both extrusion and substrate.
 4. Complete installation of sealant system in horizontal joints before installing in vertical joints. Lap vertical joints over horizontal joints. At ends of joints, cut silicone extrusion with a razor knife.
- K. Installation of Preformed Foam Sealants: Install each length of sealant immediately after removing protective wrapping, taking care not to pull or stretch material, producing seal continuity at ends, turns, and intersections of joints. For applications at low ambient temperatures where expansion of sealant requires acceleration to produce seal, apply heat to sealant in compliance with sealant manufacturer's written instructions.

3.4 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
1. Extent of Testing: Test completed elastomeric sealant joints as follows:
 - a. Perform 10 tests for the first 1000 feet of joint length for each type of elastomeric sealant and joint substrate.
 - b. Perform 1 test for each 1000 feet of joint length thereafter or 1 test per each floor per elevation.
 2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab in Appendix X1 in ASTM C 1193.
 - a. For joints with dissimilar substrates, verify adhesion to each substrate separately; do this by extending cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
 3. Inspect joints for complete fill, for absence of voids, and for joint configuration complying with specified requirements. Record results in a field-adhesion-test log.
 4. Inspect tested joints and report on the following:
 - a. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.
 - b. Whether sealants filled joint cavities and are free of voids.
 - c. Whether sealant dimensions and configurations comply with specified requirements.
 5. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.

6. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.

- B. Evaluation of Field Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.5 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.

3.6 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 and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 07920

SECTION 081110 - STANDARD STEEL DOORS AND FRAMES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Standard hollow-metal steel doors.
 - 2. Standard hollow-metal steel frames.
- B. Related Sections include the following:
 - 1. Division 4 Section "Unit Masonry Assemblies" for building anchors into and grouting standard steel frames in masonry construction.
 - 2. Division 8 Section "Glazing" for glazed lites in standard steel doors and frames.
 - 3. Division 8 Sections for door hardware for standard steel doors.
 - 4. Division 9 painting Sections for field painting standard steel doors and frames.

1.3 DEFINITIONS

- A. Minimum Thickness: Minimum thickness of base metal without coatings.

1.4 SUBMITTALS

- A. Product Data: Include construction details, material descriptions, core descriptions, label compliance, fire-resistance rating, and finishes for each type of steel door and frame specified.
- B. Shop Drawings: In addition to requirements below, provide a schedule of standard steel doors and frames using same reference numbers for details and openings as those on Drawings:
 - 1. Elevations of each door design.
 - 2. Details of doors, including vertical and horizontal edge details.
 - 3. Frame details for each frame type, including dimensioned profiles.
 - 4. Details and locations of reinforcement and preparations for hardware.
 - 5. Details of each different wall opening condition.
 - 6. Details of anchorages, accessories, joints, and connections.
 - 7. Details of glazing frames and stops showing glazing.
 - 8. Details of conduit and preparations for electrified door hardware and controls.

- C. Coordination Drawings: Drawings of each opening, including door and frame, drawn to scale and coordinating door hardware. Show elevations of each door design type, showing dimensions, locations of door hardware, and preparations for power, signal, and electrified and pneumatic control systems.
- D. Samples for Initial Selection: For units with factory-applied color finishes.
- E. Samples for Verification: For each type of exposed finish required, prepared on Samples of not less than 3 by 5 inches.
- F. Oversize Construction Certification: For standard steel door assemblies required to be fire rated and exceeding limitations of labeled assemblies; include statement that doors comply with requirements of design, materials, and construction but have not been subjected to fire test.
- G. Qualification Data: For Installer.
- H. Product Test Reports: Based on evaluation of comprehensive fire tests performed by a qualified testing agency, for each type of standard steel door and frame.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers trained and approved by manufacturer.
- B. Testing Agency Qualifications: An independent agency qualified according to ASTM E 329 for testing indicated, as documented according to ASTM E 548.
- C. Source Limitations: Obtain standard steel doors and frames through one source from a single manufacturer.
- D. Fire-Rated Door Frame Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire-protection ratings indicated.
 - 1. Test Pressure: Test at atmospheric (neutral) pressure according to NFPA 252 or UL 10B.
 - 2. Test Pressure: Test according to UBC Standard 7-2. After 5 minutes into the test, the neutral pressure level in furnace shall be established at 40 inches or less above the sill.
 - 3. Oversize Fire-Rated Door Assemblies: For units exceeding sizes of tested assemblies, provide certification by a testing agency acceptable to authorities having jurisdiction that doors comply with standard construction requirements for tested and labeled fire-protection-rated door assemblies except for size.
 - 4. Temperature-Rise Rating: At exit enclosures, provide doors that have a temperature-rise rating of 450 deg F maximum in 30 minutes of fire exposure.
- E. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver doors and frames palletized, wrapped, or crated to provide protection during transit and Project-site storage. Do not use nonvented plastic.
 - 1. Provide additional protection to prevent damage to finish of factory-finished doors and frames.
- B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.
- C. Store doors and frames under cover at Project site. Place units in a vertical position with heads up, spaced by blocking, on minimum 4-inch- high wood blocking. Avoid using nonvented plastic or canvas shelters that could create a humidity chamber.
 - 1. If wrappers on doors become wet, remove cartons immediately. Provide minimum 1/4-inch space between each stacked door to permit air circulation.

1.7 PROJECT CONDITIONS

- A. Field Measurements: Verify openings by field measurements before fabrication and indicate measurements on Shop Drawings.
 - 1. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish opening dimensions and proceed with fabricating standard steel frames without field measurements. Coordinate wall construction to ensure that actual opening dimensions correspond to established dimensions.

1.8 COORDINATION

- A. Coordinate installation of anchorages for standard steel frames. 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.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Amweld Building Products, LLC.
 - 2. Benchmark Doors; a division of General Products Co., Inc.
 - 3. Ceco Door Products; an ASSA ABLOY Group Company.
 - 4. CURRIES Company; an ASSA ABLOY Group Company.

5. Deansteel Manufacturing, Inc.
6. Fleming Door Products Ltd.; an ASSA ABLOY Group Company.
7. Kewanee Corporation (The).
8. Mesker Door Inc.
9. Pioneer Industries, Inc.
10. Republic Builders Products Company.
11. Steelcraft; an Ingersoll-Rand Company.

2.2 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- B. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.
- C. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B; with minimum A40 zinc-iron-alloy (galvannealed) coating designation.
- D. Electrolytic Zinc-Coated Steel Sheet: ASTM A 591/A 591M, Commercial Steel (CS), Class B coating; mill phosphatized.
- E. Supports and Anchors: After fabricating, galvanize units to be built into exterior walls according to ASTM A 153/A 153M, Class B.
- F. Inserts, Bolts, and Fasteners: Provide items to be built into exterior walls, hot-dip galvanized according to ASTM A 153/A 153M.
- G. Powder-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 standard steel door frames of type indicated.
- H. Grout: Comply with ASTM C 476, with a slump of 4 inches for standard steel door frames built into concrete or masonry, as measured according to ASTM C 143/C 143M.
- I. Mineral-Fiber Insulation: ASTM C 665, Type I (blankets without membrane facing); consisting of fibers manufactured from slag or rock wool with 6- to 12-lb/cu. ft. density; with maximum flame-spread and smoke-developed indexes of 25 and 50 respectively; passing ASTM E 136 for combustion characteristics.
- J. Glazing: Comply with requirements in Division 8 Section "Glazing."

2.3 STANDARD STEEL DOORS

- A. General: Provide doors of design indicated, not less than thickness indicated; fabricated with smooth surfaces, without visible joints or seams on exposed faces, unless otherwise indicated. Comply with ANSI A250.8.
 1. Design: Flush panel As indicated on Drawings.

2. Core Construction: Manufacturer's standard kraft-paper honeycomb, polystyrene, polyurethane, mineral-board, or vertical steel-stiffener core that produces doors complying with ANSI A250.8.
 - a. Fire Door Core: As required to provide fire-protection and temperature-rise ratings indicated.
 - b. Thermal-Rated (Insulated) Doors: Where indicated, provide doors fabricated with thermal-resistance value (R-value) of not less than 4.0 deg F x h x sq. ft./Btu when tested according to ASTM C 1363.
 - 1) Locations: Exterior doors.
 3. Vertical Edges for Single-Acting Doors: Square edge unless beveled edge is indicated.
 - a. Beveled Edge: 1/8 inch in 2 inches.
 4. Vertical Edges for Double-Acting Doors: Round vertical edges with 2-1/8-inch radius.
 5. Top and Bottom Edges: Closed with flush or inverted 0.042-inch- thick end closures or channels of same material as face sheets.
 6. Tolerances: Comply with SDI 117, "Manufacturing Tolerances for Standard Steel Doors and Frames."
- B. Exterior Doors: Face sheets fabricated from metallic-coated steel sheet. Provide doors complying with requirements indicated below by referencing ANSI A250.8 for level and model and ANSI A250.4 for physical-endurance level:
1. Level 2 and Physical Performance Level B (Heavy Duty), Model 1 (Full Flush) 2 (Seamless).
 2. Level 4 and Physical Performance Level A (Maximum Duty), Model 1 (Full Flush) 2 (Seamless).
- C. Interior Doors: Face sheets fabricated from cold-rolled steel sheet, unless otherwise indicated to comply with exterior door requirements. Provide doors complying with requirements indicated below by referencing ANSI A250.8 for level and model and ANSI A250.4 for physical-endurance level:
1. Level 2 and Physical Performance Level B (Heavy Duty), Model 1 (Full Flush) 2 (Seamless).
- D. Hardware Reinforcement: Fabricate reinforcement plates from same material as door face sheets to comply with the following minimum sizes:
1. Hinges: Minimum 0.123 inch thick by 1-1/2 inches wide by 6 inches longer than hinge, secured by not less than 6 spot welds.
 2. Pivots: Minimum 0.167 inch thick by 1-1/2 inches wide by 6 inches longer than hinge, secured by not less than 6 spot welds.
 3. Lock Face Closers, and Concealed Holders: Minimum 0.067 inch thick.
 4. All Other Surface-Mounted Hardware: Minimum 0.067 inch thick.
- E. Fabricate concealed stiffeners and hardware reinforcement from either cold- or hot-rolled steel sheet.

2.4 STANDARD STEEL FRAMES

- A. General: Comply with ANSI A250.8 and with details indicated for type and profile.
- B. Exterior Frames: Fabricated from metallic-coated steel sheet.
 - 1. Fabricate frames with mitered or coped and welded face corners.
 - 2. Frames for Steel Doors: 0.053-inch- thick steel sheet, unless otherwise indicated.
- C. Interior Frames: Fabricated from cold-rolled steel sheet, unless otherwise indicated to comply with exterior frame requirements.
 - 1. Fabricate knocked-down frames with mitered or coped corners, for field assembly.
 - 2. Fabricate knocked-down, drywall slip-on frames for in-place gypsum board partitions.
 - 3. Frames for Steel Doors: 0.053-inch- thick steel sheet, unless otherwise indicated.
- D. Hardware Reinforcement: Fabricate reinforcement plates from same material as frames to comply with the following minimum sizes:
 - 1. Hinges: Minimum 0.123 inch thick by 1-1/2 inches wide by 6 inches longer than hinge, secured by not less than 6 spot welds.
 - 2. Pivots: Minimum 0.167 inch thick by 1-1/2 inches wide by 6 inches longer than hinge, secured by not less than 6 spot welds.
 - 3. Lock Face Closers, and Concealed Holders: Minimum 0.067 inch thick.
 - 4. All Other Surface-Mounted Hardware: Minimum 0.067 inch thick.
- E. Supports and Anchors: Fabricated from electrolytic zinc-coated or metallic-coated steel sheet.
- F. Jamb Anchors:
 - 1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, not less than 0.042 inch thick, with corrugated or perforated straps not less than 2 inches wide by 10 inches long; or wire anchors not less than 0.177 inch thick.
 - 2. Stud-Wall Type: Designed to engage stud, welded to back of frames; not less than 0.042 inch thick.
 - 3. Compression Type for Slip-on Frames: Adjustable compression anchors.
- G. Floor Anchors: Formed from same material as frames, not less than 0.042 inch thick, and as follows:
 - 1. Monolithic Concrete Slabs: Clip-type anchors, with two holes to receive fasteners.
 - 2. Separate Topping Concrete Slabs: Adjustable-type anchors with extension clips, allowing not less than 2-inch height adjustment. Terminate bottom of frames at finish floor surface.
- H. Fabricate concealed stiffeners and hardware reinforcement from either cold- or hot-rolled steel sheet.
- I. Ceiling Struts: Minimum 3/8-inch-thick by 2-inch- wide steel.
- J. Plaster Guards: Formed from same material as frames, not less than 0.016-inch thick.

2.5 STOPS AND MOLDINGS

- A. Moldings for Glazed Lites in Doors: Minimum 0.032 inch thick, fabricated from same material as door face sheet in which they are installed.
- B. Fixed Frame Moldings: Formed integral with standard steel frames, minimum 5/8 inch high, unless otherwise indicated.
- C. Loose Stops for Glazed Lites in Frames: Minimum 0.032 inch thick, fabricated from same material as frames in which they are installed.

2.6 FABRICATION

- A. General: Fabricate standard steel doors and frames to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for thickness of metal. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.
 - 1. All doors shall have raceway prepped for card access. Raceway shall go from door hinge to lockset
- B. Standard Steel Doors:
 - 1. Exterior Doors: Provide weep-hole openings in bottom of exterior doors to permit moisture to escape. Seal joints in top edges of doors against water penetration.
 - 2. Glazed Lites: Factory cut openings in doors.
- C. Standard Steel Frames: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.
 - 1. Welded Frames: Weld flush face joints continuously; grind, fill, dress, and make smooth, flush, and invisible.
 - 2. Sidelight, interior windows, and Transom Bar Frames: Provide closed tubular members with no visible face seams or joints; fabricated from same material as door frame. Fasten members at crossings and to jambs by butt welding.
 - 3. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners, unless otherwise indicated.
 - 4. Plaster Guards: Weld guards to frame at back of hardware mortises in frames installed in concrete or masonry.
 - 5. Where installed in masonry, leave vertical mullions in frames open at top for grouting.
 - 6. Floor Anchors: Weld anchors to bottom of jambs and mullions with at least four spot welds per anchor.
 - 7. Jamb Anchors: Provide number and spacing of anchors as follows:
 - a. Masonry Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
 - 1) Two anchors per jamb up to 60 inches in height.
 - 2) Three anchors per jamb from 60 to 90 inches in height.
 - 3) Four anchors per jamb from 90 to 120 inches in height.

- 4) Four anchors per jamb plus 1 additional anchor per jamb for each 24 inches or fraction thereof more than 120 inches in height.
 - b. Stud-Wall Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
 - 1) Three anchors per jamb up to 60 inches in height.
 - 2) Four anchors per jamb from 60 to 90 inches in height.
 - 3) Five anchors per jamb from 90 to 96 inches in height.
 - 4) Five anchors per jamb plus 1 additional anchor per jamb for each 24 inches or fraction thereof more than 96 inches in height.
 - 5) Two anchors per head for frames more than 42 inches wide and mounted in metal-stud partitions.
 - c. Compression Type: Not less than two anchors in each jamb.
8. Door Silencers: Except on weather-stripped doors, drill stops to receive door silencers as follows. Provide plastic plugs to keep holes clear during construction.
 - a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
 - b. Double-Door Frames: Drill stop in head jamb to receive two door silencers.
- D. Hardware Preparation: Factory prepare standard steel doors and frames to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping, according to the Door Hardware Schedule and templates furnished as specified in Division 8 Section "Door Hardware."
 1. Comply with applicable requirements in ANSI A250.6 and ANSI/DHI A115 Series specifications for door and frame preparation for hardware. Locate hardware as indicated on Shop Drawings or, if not indicated, according to ANSI A250.8.
- E. Stops and Moldings: Provide stops and moldings around glazed lites where indicated. Form corners of stops and moldings with butted or mitered hairline joints.
 1. Multiple Glazed Lites: Provide fixed and removable stops and moldings such that each glazed lite is capable of being removed independently.
 2. Provide fixed frame moldings on outside of exterior and on secure side of interior doors and frames.
 3. Provide loose stops and moldings on inside of doors and frames.
 4. Coordinate rabbet width between fixed and removable stops with type of glazing and type of installation indicated.

2.7 STEEL FINISHES

- A. General: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
 1. Finish standard steel door and frames after assembly.
- B. Steel Surface Preparation: Clean surfaces to comply with SSPC-SP 1, "Solvent Cleaning"; remove dirt, oil, grease, or other contaminants that could impair paint bond. Remove mill scale

and rust, if present, from uncoated steel; comply with SSPC-SP 3, "Power Tool Cleaning," or SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."

- C. Factory Priming for Field-Painted Finish: Apply shop primer specified below immediately after surface preparation and pretreatment. Apply a smooth coat of even consistency to provide a uniform dry film thickness of not less than 0.7 mils.
 - 1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with ANSI A250.10 acceptance criteria; recommended by primer manufacturer for substrate; compatible with substrate and field-applied finish paint system indicated; and providing a sound foundation for field-applied topcoats despite prolonged exposure.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of standard steel doors and frames.
 - 1. Examine roughing-in for embedded and built-in anchors to verify actual locations of standard steel frame connections before frame installation.
 - 2. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of work.
 - 3. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Remove welded-in shipping spreaders installed at factory.
- B. Prior to installation and with installation spreaders in place, adjust and securely brace standard steel door frames for squareness, alignment, twist, and plumb to the following tolerances:
 - 1. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
 - 2. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
 - 3. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
 - 4. Plumbness: Plus or minus 1/16 inch, measured at jambs on a perpendicular line from head to floor.
- C. Drill and tap doors and frames to receive nontemplated mortised and surface-mounted door hardware.

3.3 INSTALLATION

- A. General: Provide doors and frames of sizes, thicknesses, and designs indicated. Install standard steel doors and frames plumb, rigid, properly aligned, and securely fastened in place; comply with Drawings and manufacturers written instructions. **All doors shall have conduit installed down to latch to above ceiling and down to center hinge to above ceiling, prepped for card reader.**
- B. Standard Steel Frames: Install standard steel frames for doors sidelights transoms borrowed lights and other openings, of size and profile indicated. Comply with SDI 105.
 - 1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
 - a. At fire-protection-rated openings, install frames according to NFPA 80.
 - b. Where frames are fabricated in sections due to shipping or handling limitations, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.
 - c. Install frames with removable glazing stops located on secure side of opening.
 - d. Install door silencers in frames before grouting.
 - e. Remove temporary braces necessary for installation only after frames have been properly set and secured.
 - f. Check plumb, squareness, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
 - g. Apply bituminous coating to backs of frames that are filled with mortar, grout, and plaster containing antifreezing agents.
 - 2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor and secure with postinstalled expansion anchors.
 - a. Floor anchors may be set with powder-actuated fasteners instead of postinstalled expansion anchors if so indicated and approved on Shop Drawings.
 - 3. Metal-Stud Partitions: Solidly pack mineral-fiber insulation behind frames.
 - 4. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with mortar as specified in Division 4 Section "Unit Masonry Assemblies."
 - 5. Concrete Walls: Solidly fill space between frames and concrete with grout. Install grout in lifts and take precautions, including bracing frames, to ensure that frames are not deformed or damaged by grout forces.
 - 6. In-Place Concrete or Masonry Construction: Secure frames in place with postinstalled expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
 - 7. In-Place Gypsum Board Partitions: Secure frames in place with postinstalled expansion anchors through floor anchors at each jamb. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
 - 8. Ceiling Struts: Extend struts vertically from top of frame at each jamb to supporting construction above, unless frame is anchored to masonry or to other structural support at each jamb. Bend top of struts to provide flush contact for securing to supporting construction above. Provide adjustable wedged or bolted anchorage to frame jamb members.
 - 9. Installation Tolerances: Adjust standard steel door frames for squareness, alignment, twist, and plumb to the following tolerances:

- a. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
 - b. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
 - c. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
 - d. Plumbness: Plus or minus 1/16 inch, measured at jambs at floor.
- C. Standard Steel Doors: Fit hollow-metal doors accurately in frames, within clearances specified below. Shim as necessary.
 - 1. Non-Fire-Rated Standard Steel Doors:
 - a. Jambs and Head: 1/8 inch plus or minus 1/16 inch.
 - b. Between Edges of Pairs of Doors: 1/8 inch plus or minus 1/16 inch.
 - c. Between Bottom of Door and Top of Threshold: Maximum 3/8 inch.
 - d. Between Bottom of Door and Top of Finish Floor (No Threshold): Maximum 3/4 inch.
 - 2. Fire-Rated Doors: Install doors with clearances according to NFPA 80.
- D. Glazing: Comply with installation requirements in Division 8 Section "Glazing" and with standard steel door and frame manufacturer's written instructions.
 - 1. Secure stops with countersunk flat- or oval-head machine screws spaced uniformly not more than 9 inches o.c., and not more than 2 inches o.c. from each corner.

ADJUSTING AND CLEANING

- E. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including standard steel doors or frames that are warped, bowed, or otherwise unacceptable.
- F. Clean grout and other bonding material off standard steel doors and frames immediately after installation.
- G. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying primer.

END OF SECTION 08111

SECTION 08116.13 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Aluminum-framed entrance and storefront systems.
2. Interior Fire resistive Aluminum framing.
3. Interior Aluminum Framing and doors.

B. Related Requirements:

1. Division 07 Section "Joint Sealants" for installation of joint sealants installed with glazed aluminum curtain walls and for sealants to the extent not specified in this Section.
2. Section 088000 "Glazing"
3. Section 088010 "Special Function Glazing"
4. Section 084213 – Aluminum-Framed Entrances

1.2 ACTION SUBMITTALS

A. Product Data Submittals: For each product.

1. Construction details, material descriptions, dimensions of individual components and profiles, and finishes.
2. Operating characteristics, electrical characteristics, and furnished accessories.

B. Shop Drawings:

1. Plans, elevations, sections, full-size details, and attachments to other work.
2. Details of provisions for assembly expansion and contraction and for draining moisture occurring within the assembly to the exterior.
3. Full-size isometric details of each type of vertical-to-horizontal intersection of aluminum-framed entrance and storefront systems, showing the following:
 - a. Joinery, including concealed welds.
 - b. Anchorage.
 - c. Expansion provisions.
 - d. Glazing.
 - e. Flashing and drainage.
4. Connection to and continuity with adjacent thermal, weather, air, and vapor barriers.
5. Signed and sealed by the qualified professional engineer responsible for their preparation.

- C. Samples for Initial Selection: Manufacturer's standard color sheets, showing full range of available colors for each type of exposed finish.
- D. Samples for Verification: Actual sample of finished products for each type of exposed finish, in manufacturer's standard sizes.
- E. Fabrication Sample: Of each vertical-to-horizontal intersection of assemblies, made from 12-inch lengths of full-size components and showing details of the following:
 - 1. Joinery, including concealed welds.
 - 2. Anchorage.
 - 3. Expansion provisions.
 - 4. Glazing.
 - 5. Flashing and drainage.
- F. Product Test Reports: For aluminum-framed entrance and storefront systems.

1.3 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For aluminum-framed entrance and storefront systems.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An installer which has had successful experience with installation of the same or similar units required for the project and other projects of similar size and scope.
- B. Manufacturer Qualifications: A manufacturer capable of fabricating aluminum-framed entrance doors and storefronts that meet or exceed performance requirements indicated and of documenting this performance by inclusion of test reports, and calculations.
- C. Product Options: Information on Drawings and in Specifications establishes requirements for aesthetic effects and performance characteristics of assemblies. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction.
 - 1. Do not change intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If changes are proposed, submit comprehensive explanatory data to Architect for review.

1.5 WARRANTY

- A. Manufacturer's Warranty: Submit for Owner's acceptance, manufacturer's standard warranty.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain all components of aluminum-framed entrance and storefront system, including framing and accessories, from single manufacturer.
- B. Aluminum Framed Entrance and Storefront systems Basis of Design: EFCO Storefront Framing or comparable product by one of the following:
 - 1. EFCO or equal
- C. Performance Requirements for aluminum framed entrance and storefront systems:
 - 1. General Performance: Comply with performance requirements specified, as determined by testing of aluminum-framed entrance and storefront systems representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction.
 - 2.
- D. Fire-Rated Interior Aluminum Frames Basis of Design: SaftiFirstf GPX Architectural Series Framing or comparable product by one of the following:
 - 1. SaftiFirst
 - 2. TGP
- E. Performance Requirements for fire-rated interior aluminum framing assemblies:
 - 1. Fire rating as specified on drawings.
 - 2. Fire Resistive wall assembly certifications: must meet 90 minute fire resistive wall assemblies tested in accordance with ASTM E119, NFPA 251, UL 263.
 - 3. Fire resistive glazing that meets ASTM E119/UL 263 up to the max size tested. See Section 088000.
 - 4. Listing and Labels: Fire resistive, temperature rise framing system shall be under current follow-up service by a nationally recognized independent laboratory approved by OSHA and maintain a current listing or certification. Assemblies shall be labeled in accordance with limits of listings.
 - 5. Appearance: Fire rated wall/door assembly shall have a neat finished appearance with minimum joints at decorative cover intersections.
- F. Interior Aluminum Framing and Doors, basis of design: Special-Lite LiteSpace Interior Aluminum Framing or a comparable product.

2.2 PERFORMANCE REQUIREMENTS

- A. General Performance: Comply with performance requirements specified, as determined by testing of aluminum-framed entrance and storefront systems representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction.

2.3 FIRE-RATED INTERIOR ALUMINUM FRAMED ENTRANCES AND STOREFRONTS

- A. Window/Wall Frame Thickness: 2-1/2”.
- B. Finishes: Painted finish (AAMA 2605). Color to be selected by architect from manufacturer’s standard colors.
- C. Internal framing: Internal tube steel framing shall conform to ASTM A501. Formed steel retainers shall be galvanized conforming to ASTM A527.
- D. Insulation: The framing system shall insulate against the effects of fire, smoke and heat transfer from either side. The perimeter of the framing system to the rough opening shall be firmly packed with mineral wool fire stop insulation or appropriately rated intumescent sealant.
- E. Fasteners: Type recommended by manufacturer. No exposed fasteners allowed.
- F. Glazing accessories: The glazing material perimeter shall be separated from the perimeter framing system with approved flame retardant glazing tape. Glazing panel shall be caulked continuously around the edge to the tube steel frame utilizing neutral cure silicone. Silicone setting blocks recommended.

2.4 INTERIOR ALUMINUM FRAMING AND DOORS

- A. Perimeter Frame Members: Rectilinear design with 1-3/4” face. Overall depth of 2-3/8” at single glazed units. Overall depth of 4-1/8” for dual-glazed units.
- B. Accommodates framed aluminum doors, or glass doors 3/8” or 1/2” thick.
- C. Integrated door stops: Mohair door gasket black or grey coordinated with framing finish color.
- D. Frame member to member connections: Secure joints with fasteners, provide hairline butt joint appearance, no exposed clips for member to member connections.
- E. Hardware: Pre-machine and reinforce frame members for hardware in accordance with manufacturer’s standards and door hardware schedule, Surface mounted closures will be reinforced for but not prepped or installed at factory.
- F. Glazing:
 - 1. Refer to specification 088000 “Glazing” for glazing thickness in single and dual glazed units.
 - 2. Vinyl glazing bulb grey, white or black to match extrusions.
 - 3. Glazing system designed to allow replacement of glass.
 - 4. Glazing vinyl internal to extrusion to provide clean sight line.
 - 5. Butted glass vertical joints.
- G. Anchors appropriate for wall conditions to anchor framing to wall materials.
- H. Aluminum Framing Finishes:

- I. Doors: Basis of design: Special-Lite.
 1. Door opening size: As indicated in drawings.
 2. Door Thickness: 1-3/4".
 3. Stiles: As indicated in drawings, wide with integral glass stop snap channel on both interior and exterior sides. Aluminum extrusions made from 6063 aluminum alloys with a minimum temper of T5. Screw or snap in place applied edge caps are not acceptable.
 4. Rails: Top and Bottom Rail Height as indicated on drawings. Aluminum extrusions made from 6063 aluminum alloys with a minimum temper of T5. Screw or snap in place applied edge caps are not acceptable.
 5. Corners: True mortise and tenon joints, secured with 3/8" dia. Full-width steel tie rod, weld, glue or other methods of joinery are not acceptable.
 6. Hardware: Pre-machine doors in accordance with templates from specified hardware manufacturers. Surface mounted closures will be reinforced for but not prepped or installed at factory. Factory install door hardware.
 7. Reinforcements: Aluminum extrusions made from 6061 or 6063 aluminum alloys. Sheet and plate to conform to ASTM-B209. Alloy and temper to be selected by manufacturer for strength, corrosion resistance and application of required finish and control of color. Bars and tubes to meet ASTM-B221.
 8. Aluminum Door finishes: Paint Finish (AAMA 2605). Color to be selected by Architect from manufacturer's standard colors.

2.5 GLAZING

- A. Glazing: Comply with Section 088000 "Glazing."
- B. Glazing Sealants: As recommended by manufacturer.

2.6 MATERIALS

- A. Aluminum Extrusions: Alloy and temper recommended by aluminum-framed entrance door manufacturer for strength, corrosion resistance, and application of required finish and not less than 0.090" wall thickness at any location for the main frame members.
- B. Fasteners: Aluminum, nonmagnetic stainless steel or other materials to be non-corrosive and compatible with aluminum framed entrance door members, trim hardware, anchors and other components.
- C. Anchors, Clips and Accessories: Aluminum, nonmagnetic stainless steel, or zinc-coated steel or iron complying with ASTM B 633 for SC 3 severe service conditions or other suitable zinc coating; provide sufficient strength to withstand design pressure indicated.
- D. Reinforcing members: Aluminum, nonmagnetic stainless steel, or nickel/chrome-plated steel complying with ASTM B 456 for Type SC 3 severe service conditions, or zinc-coated steel or iron complying with ASTM B 633 for SC 3 severe service conditions or other suitable zinc coating; provide sufficient strength to withstand design pressure indicated.

2.7 ACCESSORIES

- A. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.
- B. Anchors: Three-way adjustable anchors with minimum adjustment of 1 inch that accommodate fabrication and installation tolerances in material and finish compatible with adjoining materials and recommended by manufacturer.
- C. Concealed Flashing: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding flashing compatible with adjacent materials

2.8 FABRICATION

- A. Form or extrude aluminum shapes before finishing.
- B. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.
- C. Fabricate components that, when assembled, have the following characteristics:
 - 1. Profiles that are sharp, straight, and free of defects or deformations.
 - 2. Accurately fitted joints with ends coped or mitered.
 - 3. Physical and thermal isolation of glazing from framing members.
 - 4. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
 - 5. Provisions for field replacement of glazing as required for each application.
 - 6. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.
- D. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting stops.
- E. After fabrication, clearly mark components to identify their locations in Project in accordance with Shop Drawings.

2.9 ALUMINUM FINISHES

- A. Baked-Enamel or Powder-Coat Finish: AAMA 2603 except with a minimum dry film thickness of 1.5 mils (0.04 mm). Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.
 - 1. Color and Gloss: As selected by Architect from manufacturer's full range
- B. High-Performance Organic Finish, Two-Coat PVDF: Fluoropolymer finish complying with AAMA 2605 and containing not less than 70 percent PVDF resin by weight in color coat.
 - 1. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions [for seacoast and severe environments].

2. Color and Gloss: As selected by Architect from manufacturer's full range

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 the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF ALUMINUM-FRAMED ENTRANCE AND STOREFRONT SYSTEMS

- A. Comply with manufacturer's written instructions.
- B. Install aluminum framed entrances level, plumb, square, true to line, without distortion or impeding thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction.
- C. Do not install damaged components.
- D. Fit joints to produce hairline joints free of burrs and distortion.
- E. Rigidly secure nonmovement joints.
- F. Metal Protection:
 1. Where aluminum is in contact with dissimilar metals, protect against galvanic action by painting contact surfaces with materials recommended by manufacturer for this purpose or by installing nonconductive spacers.
 2. Where aluminum is in contact with concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.
 3. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.
- G. Set continuous sill members and flashing in full sealant bed, as specified in Section 079200 "Joint Sealants," to produce weathertight installation.
- H. Install joint filler behind sealant as recommended by sealant manufacturer.
- I. Install glazing as specified in Section 088000 "Glazing."

3.3 FIELD QUALITY CONTROL

- A. Manufacturer's Field Services: Upon Owner's written request, provide periodic site visit by manufacturer's field service representative.

3.4 ADJUSTING, CLEANING, AND PROTECTION

- A. Clean aluminum surfaces immediately after installing aluminum framed entrances. Avoid damaging protective coatings and finishes. Remove excess sealants, glazing materials, dirt and other substances.
- B. Clean glass immediately after installation. Comply with glass manufacturer's written recommendations for final cleaning and maintenance. Remove nonpermanent labels, and clean surfaces.
- C. Adjust doors, hinges, and locksets for smooth operation without binding.
- D. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.

END OF SECTION 081116.13

SECTION 082120 - FLUSH WOOD DOORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Solid-core doors with wood-veneer, faces.
- B. Related Sections include the following:
 - 1. Division 6 Section "Finish Carpentry" for wood door frames.
 - 2. Division 8 Section "Glazing" for glass view panels in flush wood doors.

1.3 SUBMITTALS

- A. Product Data: For each type of door. Include details of core and edge construction and trim for openings.
- B. Shop Drawings: Indicate location, size, and hand of each door; elevation of each kind of door; construction details not covered in Product Data; location and extent of hardware blocking; and other pertinent data.
 - 1. Indicate dimensions and locations of mortises and holes for hardware.
 - 2. Indicate dimensions and locations of cutouts.
 - 3. Indicate requirements for veneer matching.
 - 4. Indicate doors to be factory finished and finish requirements.
 - 5. Indicate fire ratings for fire doors.
- C. Samples for Initial Selection: Color charts consisting of actual materials in small sections.
- D. Samples for Verification:
 - 1. Corner sections of doors, approximately 8 by 10 inches, with door faces and edgings representing typical range of color and grain for each species of veneer and solid lumber required..
 - 2. Frames for light openings, 6 inches long, for each material, type, and finish required.

1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain flush wood doors through one source from a single manufacturer.

- B. Quality Standard: Comply with WIC's "Manual of Millwork."
 - 1. Provide WIC-Certified Compliance Certificate indicating that doors comply with requirements of grades specified.
 - 2. Provide WIC-Certified Compliance Certificate for installation.
- C. Forest Certification: Provide doors made from wood products obtained from forests certified by an FSC-accredited certification body to comply with FSC 1.2, "Principles and Criteria."
 - 1. Temperature-Rise Rating: At exit enclosures, provide doors that have a temperature-rise rating of 450 deg F maximum in 30 minutes of fire exposure.
- D. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Comply with requirements of referenced standard and manufacturer's written instructions.
- B. Package doors individually in cardboard cartons and wrap bundles of doors in plastic sheeting.
- C. Mark each door on top and bottom rail with opening number used on Shop Drawings.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install doors until building is enclosed, wet work is complete, and HVAC system is operating and will maintain temperature and relative humidity at occupancy levels during the remainder of the construction period.

1.7 WARRANTY

- A. Special Warranty: Manufacturer's standard form, signed by manufacturer, Installer, and Contractor, in which manufacturer agrees to repair or replace doors that are defective in materials or workmanship, have warped (bow, cup, or twist) more than 1/4 inch in a 42-by-84-inch section, or show telegraphing of core construction in face veneers exceeding 0.01 inch in a 3-inch span.
 - 1. Warranty shall also include installation and finishing that may be required due to repair or replacement of defective doors.
 - 2. Warranty shall be in effect during the following period of time from date of Substantial Completion:
 - a. Solid-Core Interior Doors: Life of installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Flush Wood Doors:

- a. Masonite Wood Door
- b. Ampco Products, Inc.
- c. Buell Door Company.
- d. Chappell Door Co.
- e. Eagle Plywood & Door Manufacturing, Inc.
- f. Eggers Industries; Architectural Door Division.
- g. GRAHAM Manufacturing Corp.
- h. Haley Brothers, Inc.
- i. Ideal Wood Products, Inc.
- j. IPIK Door Company.
- k. Lambton Doors.
- l. Marlite.
- m. Mohawk Flush Doors, Inc.
- n. Oshkosh Architectural Door Co.
- o. Poncraft Door Co.
- p. Southwood Door Co.
- q. Vancouver Door Company, Inc.
- r. VT Industries Inc.
- s. Weyerhaeuser Company.

2.2 DOOR CONSTRUCTION, GENERAL

- A. Adhesives: Do not use adhesives containing urea formaldehyde.

B. Doors for Transparent Finish:

1. Grade: Premium, with Grade A faces.
2. Species and Cut: White oak, Rift sawn
3. Match between Veneer Leaves: Book match.
4. Assembly of Veneer Leaves on Door Faces: Balance match.
5. Room Match: Match door faces within each separate room or area of building. Corridor door faces do not need to match where they are separated by 20 feet or more.
6. Room Match: Provide door faces of compatible color and grain within each separate room or area of building.
7. Stiles: Same species as faces.

C. Doors for Opaque Finish:

1. Grade: Premium.
2. Faces for Interior Doors: Medium-density overlay.
3. Apply medium-density overlay to standard thickness, closed-grain, hardwood face veneers.

2.3 SOLID-CORE FIVE-PLY FLUSH WOOD VENEER-FACED DOORS FOR TRANSPARENT FINISH

1. Performance Grade: ANSI/WDMA I.S. 1A Standard Duty.
2. Architectural Woodwork Standards Grade: Premium.
3. Faces: Single-ply wood veneer not less than 1/50 inch thick.
 - a. Species: White oak.
 - b. Cut: Rift cut.
 - c. Match between Veneer Leaves: Book match.
 - d. Assembly of Veneer Leaves on Door Faces: Center-balance match.
 - e. Pair and Set Match: Provide for doors hung in same opening.
 - f. Room Match: Match door faces within each separate room or area of building. Corridor-door faces do not need to match where they are separated by 10 feet or more.
 - g. Room Match: Provide door faces of compatible color and grain within each separate room or area of building.
 - h. Transom Match: Continuous match.
 - i. Blueprint Match: Where indicated, provide doors with faces produced from same flitches as adjacent wood paneling and arranged to provide blueprint match with wood paneling. Comply with requirements in Section 064216 "Flush Wood Paneling."
4. Exposed Vertical and Top Edges: Same species as faces or a compatible species - Architectural Woodwork Standards edge Type A.
 - a. Fire-Rated Single Doors: Provide edge construction with intumescent seals concealed by outer stile. Comply with specified requirements for exposed vertical edges.
 - b. Fire-Rated Pairs of Doors: Provide fire-retardant stiles that are listed and labeled for applications indicated without formed-steel edges and astragals. Provide stiles with concealed intumescent seals. Comply with specified requirements for exposed edges.
 - c. Fire-Rated Pairs of Doors: Provide formed-steel edges and astragals with intumescent seals.
 - 1) Finish steel edges and astragals with baked enamel same color as doors.
 - 2) Finish steel edges and astragals to match door hardware (locksets or exit devices).
 - d. Mineral-Core Doors: At hinge stiles, provide laminated-edge construction with improved screw-holding capability and split resistance. Comply with specified requirements for exposed edges.
 - 1) Screw-Holding Capability: 550 lbf in accordance with WDMA T.M. 10.
5. Core for Non-Fire-Rated Doors:
 - a. ANSI A208.1, Grade LD-1 particleboard.

- 1) Blocking: Provide wood blocking in particleboard-core doors as needed to eliminate through-bolting hardware.
 - a) 5-inch top-rail blocking, in doors indicated to have closers.
 - b) 5-inch bottom-rail blocking, in exterior doors and doors indicated to have kick, mop, or armor plates.
 - c) 5-inch midrail blocking, in doors indicated to have exit devices.
 - 2) Provide doors with glued-wood-stave or WDMA I.S. 10 structural-composite-lumber cores instead of particleboard cores for doors scheduled to receive exit devices in Spec section "Door Hardware." And door schedule in drawings
 - b. Glued wood stave.
6. Core for Fire-Rated Doors: As required to achieve fire-protection rating indicated on Drawings.
- a. Blocking for Mineral-Core Doors: Provide composite blocking with improved screw-holding capability approved for use in doors of fire-protection ratings indicated on Drawings as needed to eliminate through-bolting hardware. Retain "Blocking for Mineral-Core Doors" Subparagraph above and first four subparagraphs below only after verifying availability for fire-protection rating required. Delete four subparagraphs below if retaining first option above.
 - 1) 5-inch top-rail blocking.
 - 2) 5-inch bottom-rail blocking, in doors indicated to have protection plates.
 - 3) 5-inch midrail blocking, in doors indicated to have armor plates.
 - 4) 4-1/2-by-10-inch lock blocks, in doors indicated to have exit devices.
7. Construction: Five plies, hot-pressed bonded (vertical and horizontal edging is bonded to core), with entire unit abrasive planed before veneering.

2.4 LOUVERS AND LIGHT FRAMES

A. Wood Beads for Light Openings in Wood Doors:

1. Wood Species: Same species as door faces.
2. Profile: Flush rectangular beads.
3. Fire rated doors metal beads primed ready to paint to match door

2.5 FABRICATION

- A. Fabricate doors in sizes indicated for Project-site fitting.
- B. Factory fit doors to suit frame-opening sizes indicated, with the following uniform clearances and bevels, unless otherwise indicated:

1. Comply with clearance requirements of referenced quality standard for fitting. Comply with requirements in NFPA 80 for fire-rated doors.
- C. Factory machine doors for hardware that is not surface applied. Locate hardware to comply with DHI-WDHS-3. Comply with final hardware schedules, door frame Shop Drawings, DHI A115-W series standards, and hardware templates.
 1. Coordinate measurements of hardware mortises in metal frames to verify dimensions and alignment before factory machining.
- D. Openings: Cut and trim openings through doors to comply with applicable requirements of referenced standards for kind(s) of door(s) required.
 1. Light Openings: Trim openings with moldings of material and profile indicated.
- E. All doors shall be prepped with raceway ready for card access in lock set. Raceway shall go from second hinge from bottom to lockset

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine doors and installed door frames before hanging doors.
 1. Verify that frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with level heads and plumb jambs.
 2. Reject doors with defects.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Hardware: For installation, see Division 8 Section "Door Hardware."
- B. Manufacturer's Written Instructions: Install doors to comply with manufacturer's written instructions, referenced quality standard, and as indicated.
- C. Job-Fitted Doors: Align and fit doors in frames with uniform clearances and bevels as indicated below; do not trim stiles and rails in excess of limits set by manufacturer or permitted for fire-rated doors. Machine doors for hardware. Seal cut surfaces after fitting and machining.
 1. Clearances: Provide 1/8 inch at heads, jambs, and between pairs of doors. Provide 1/8 inch from bottom of door to top of decorative floor finish or covering. Where threshold is shown or scheduled, provide 1/4 inch from bottom of door to top of threshold.
 - a. Comply with NFPA 80 for fire-rated doors.
 2. Bevel non-fire-rated doors 1/8 inch in 2 inches at lock and hinge edges.

3. Bevel fire-rated doors 1/8 inch in 2 inches at lock edge; trim stiles and rails only to extent permitted by labeling agency.
- D. Factory-Fitted Doors: Align in frames for uniform clearance at each edge.
- E. Factory-Finished Doors: Restore finish before installation if fitting or machining is required at Project site.
- F. Field-Finished Doors: Refer to the following for finishing requirements:
 1. Division 9 Section "Painting."

3.3 ADJUSTING

- A. Operation: Rehang or replace doors that do not swing or operate freely.
- B. Finished Doors: Replace doors that are damaged or do not comply with requirements. Doors may be repaired or refinished if work complies with requirements and shows no evidence of repair or refinishing.

END OF SECTION 08211

SECTION 083113 - ACCESS DOORS AND FRAMES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Access doors and frames.
2. Fire-rated access doors and frames.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, fire ratings, material descriptions, dimensions of individual components and profiles, and finishes.

B. Samples: For each type of access door and frame and for each finish specified, complete assembly minimum 6 by 6 inches in size.

C. Product Schedule: For access doors and frames.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For testing and inspecting agency.

1. Fire-Rated Door Inspector: Submit documentation of compliance with NFPA 80, Section 5.2.3.1.
2. Submit copy of DHI Fire and Egress Door Assembly Inspector (FDAI) certificate.

1.4 CLOSEOUT SUBMITTALS

A. Record Documents: For fire-rated doors, list of applicable room name and number in which access door is located.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Fire-Rated Access Doors and Frames: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, according to NFPA 252 or UL 10B.

2.2 ACCESS DOORS AND FRAMES

- A. Flush Access Doors with Exposed Flanges:
 - 1. Description: Face of door flush with frame, with exposed flange and concealed hinge.
 - 2. Optional Features: Gasketing Piano hinges.
 - 3. Locations: Wall and ceiling.
 - 4. Uncoated Steel Sheet for Door: Nominal 0.060 inch, 16 gage, factory primed finished.
 - 5. Latch and Lock: Cam latch, screwdriver operated.

2.3 FIRE-RATED ACCESS DOORS AND FRAMES

- A. Fire-Rated, Flush Access Doors with Exposed Flanges:
 - 1. Description: Door face flush with frame, with a core of mineral-fiber insulation enclosed in sheet metal; with exposed flange, self-closing door, and concealed hinge.
 - 2. Locations: Wall and ceiling.
 - 3. Fire-Resistance Rating: Not less than that of adjacent construction.
 - 4. Uncoated Steel Sheet for Door: Nominal 0.036 inch, 20 gage, factory primed finished.
 - 5. Latch and Lock: Self-latching door hardware, operated by key.

2.4 FABRICATION

- A. General: Provide access door and frame assemblies manufactured as integral units ready for installation.
- B. Metal Surfaces: For metal surfaces exposed to view in the completed Work, provide materials with smooth, flat surfaces without blemishes. Do not use materials with exposed pitting, seam marks, roller marks, rolled trade names, or roughness.
- C. Doors and Frames: Grind exposed welds smooth and flush with adjacent surfaces. Furnish mounting holes, attachment devices and fasteners of type required to secure access doors to types of supports indicated.

2.5 FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: 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.
- D. Painted Finishes: Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.

1. Factory Primed: Apply manufacturer's standard, lead- and chromate-free, universal primer immediately after surface preparation and pretreatment.
2. Factory Finished: Apply manufacturer's standard baked-enamel or powder-coat finish immediately after cleaning and pretreating, with minimum dry-film thickness of 1 mil for topcoat.
 - a. Color: As selected by Architect from full range of industry colors .

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates 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

- A. Comply with manufacturer's written instructions for installing access doors and frames.

3.3 ADJUSTING

- A. Adjust doors and hardware, after installation, for proper operation.

END OF SECTION 083113

SECTION 084130 - GLAZED ALUMINUM CURTAIN WALLS

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 conventionally glazed aluminum curtain walls installed as stick unitized unit-and-mullion assemblies.
- B. Related Sections:
 - 1. Division 07 Section "Joint Sealants" for installation of joint sealants installed with glazed aluminum curtain walls and for sealants to the extent not specified in this Section.
 - 2. Division 08 Section "Structural-Sealant-Glazed Curtain Walls" for structural-sealant-glazed curtain walls.
 - 3. Division 08 Section "Sloped Glazing Assemblies" for sloped glazing installed with glazed aluminum curtain walls.
 - 4. Division 08 Section "Louvers and Vents" for units installed with glazed aluminum curtain walls.

1.3 ALLOWANCES

- A. Provide preconstruction field quality-control testing as part of testing and inspecting allowance.

1.4 PERFORMANCE REQUIREMENTS

- A. General Performance: Comply with performance requirements specified, as determined by preconstruction testing of manufacturer's standard glazed aluminum curtain walls representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction.
 - 1. Glazed aluminum curtain walls shall withstand movements of supporting structure indicated on Drawings including, but not limited to, story drift, twist, column shortening, long-term creep, and deflection from uniformly distributed and concentrated live loads.
 - 2. Failure also includes the following:
 - a. Thermal stresses transferring to building structure.
 - b. Glass breakage.
 - c. Noise or vibration created by wind and thermal and structural movements.

- d. Loosening or weakening of fasteners, attachments, and other components.
 - e. Failure of operating units.
- B. Delegated Design: Design glazed aluminum curtain walls, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- C. Structural Loads:
 - 1. Wind Loads: As indicated on Drawings.
 - a. Basic Wind Speed: 90 mph.
 - b. Importance Factor: low.
 - c. Exposure Category: B.
 - 2. Blast Loads: As indicated on Drawings.
 - 3. Periodic Maintenance-Equipment Loads: As indicated on Drawings.
- D. Structural-Test Performance: Test according to ASTM E 330 as follows:
 - 1. When tested at positive and negative wind-load design pressures, assemblies do not evidence deflection exceeding specified limits.
 - 2. When tested at 150 percent of positive and negative wind-load design pressures, assemblies, including anchorage, do not evidence material failures, structural distress, and permanent deformation of main framing members exceeding 0.2 percent of span.
 - 3. Test Durations: As required by design wind velocity, but not less than 10 seconds.
- E. Deflection of Framing Members: At design wind pressure, as follows:
 - 1. Deflection Normal to Wall Plane: Limited to edge of glass in a direction perpendicular to glass plane not exceeding $L/175$ of the glass edge length for each individual glazing lite or an amount that restricts edge deflection of individual glazing lites to $3/4$ inch, whichever is less.
 - 2. Deflection Parallel to Glazing Plane: Limited to $L/360$ of clear span or $1/8$ inch, whichever is smaller.
 - a. Operable Units: Provide a minimum $1/16$ -inch clearance between framing members and operable units.
 - 3. Cantilever Deflection: Where framing members overhang an anchor point, limit deflection to two times the length of cantilevered member, divided by 175.
- F. Windborne-Debris-Impact-Resistance Performance: Pass missile-impact and cyclic-pressure tests when tested according to ASTM E 1886 and testing information in ASTM E 1996 for Wind Zone 2.
 - 1. Large-Missile Test: For glazed openings located within 30 feet of grade.
 - 2. Small-Missile Test: For glazed openings located more than 30 feet above grade.

- G. Seismic Performance: Glazed aluminum curtain walls shall withstand the effects of earthquake motions determined according to SEI/ASCE 7.
 - 1. Component Importance Factor is 1.5.
- H. Story Drift: Accommodate design displacement of adjacent stories indicated.
 - 1. Design Displacement: As indicated on Drawings.
 - 2. Test Performance: Meeting criteria for passing based on building occupancy type when tested according to AAMA 501.4 at design displacement and 1.5 times the design displacement.
- I. Water Penetration under Static Pressure: No evidence of water penetration through fixed glazing and framing areas when tested according to ASTM E 331 at a minimum static-air-pressure differential of 20 percent of positive wind-load design pressure, but not less than 15 lbf/sq. ft..
- J. Water Penetration under Dynamic Pressure: No evidence of water penetration through fixed glazing and framing areas when tested according to AAMA 501.1 at dynamic pressure equal to 20 percent of positive wind-load design pressure, but not less than 15 lbf/sq. ft..
 - 1. Maximum Water Leakage: According to AAMA 501.1. Water leakage does not include water controlled by flashing and gutters that is drained to exterior.
- K. Thermal Movements: Allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures:
 - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.
 - 2. Test Interior Ambient-Air Temperature: 75 deg F.
 - 3. Test Performance: No buckling; stress on glass; sealant failure; excess stress on framing, anchors, and fasteners; or reduction of performance when tested according to AAMA 501.5.
- L. Energy Performance: Glazed aluminum curtain walls shall have certified and labeled energy performance ratings in accordance with NFRC.
 - 1. Thermal Transmittance (U-factor): Fixed glazing and framing areas shall have U-factor of not more than 0.69 Btu/sq. ft. x h x deg F as determined according to NFRC 100.
 - 2. Solar Heat Gain Coefficient: Fixed glazing and framing areas shall have a solar heat gain coefficient of no greater than 0.45 as determined according to NFRC 200.
 - 3. Air Infiltration: Maximum air leakage through fixed glazing and framing areas of 0.30 cfm/sq. ft. of fixed wall area as determined according to ASTM E 283 at a minimum static-air-pressure differential of 6.24 lbf/sq. ft..
 - 4. Condensation Resistance: Fixed glazing and framing areas shall have an NFRC- certified condensation resistance rating of no less than 45 as determined according to NFRC 500.
- M. Sound Transmission: Provide glazed aluminum curtain walls with fixed glazing and framing areas having the following sound-transmission characteristics:

1. Outdoor-Indoor Transmission Class: Minimum 34 when tested for laboratory sound transmission loss according to ASTM E 90 and determined by ASTM E 1332.

1.5 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Provide glazed aluminum curtain walls that comply with test-performance requirements indicated, as evidenced by reports based on Project-specific preconstruction testing of tests performed on manufacturer's standard assemblies by a qualified testing agency.
 1. Engage a qualified testing agency to perform preconstruction testing on laboratory mockups.
 2. Build laboratory mockups at testing agency facility using personnel, materials, and methods of construction that will be used at Project site.
 3. Notify Architect seven days in advance of the dates and times when laboratory mockups will be constructed.
 4. Preconstruction Testing Program: Perform tests specified in "Performance Requirements" Article on laboratory mockups in the following order:
 - a. Structural-performance preloading at 50 percent of the specified wind-load design pressure when tested according to ASTM E 330.
 - b. Air infiltration when tested according to ASTM E 283.
 - c. Water penetration under static pressure when tested according to ASTM E 331.
 - d. Water penetration under dynamic pressure when tested according to AAMA 501.1.
 - e. Structural performance at design load when tested according to ASTM E 330.
 - f. Repeat air filtration when tested according to ASTM E 283.
 - g. Repeat water penetration under static pressure when tested according to ASTM E 331.
 - h. Structural performance at maximum 150 percent of positive and negative wind-load design pressures when tested according to ASTM E 330.

1.6 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: For glazed aluminum curtain walls. Include plans, elevations, sections, full-size details, and attachments to other work.
 1. Include details of provisions for assembly expansion and contraction and for draining moisture occurring within the assembly to the exterior.
 2. Include full-size isometric details of each vertical-to-horizontal intersection of glazed aluminum curtain walls, showing the following:
 - a. Joinery, including concealed welds.
 - b. Anchorage.
 - c. Expansion provisions.

- d. Glazing.
 - e. Flashing and drainage.
- 3. Include laboratory mockup Shop Drawings, prepared by a qualified preconstruction testing agency, showing details of laboratory mockup.
 - a. Resubmit Shop Drawings with changes made to glazed aluminum curtain walls to successfully complete preconstruction testing.
- C. Samples for Initial Selection: For units with factory-applied color finishes.
- D. Samples for Verification: For each type of exposed finish required, in manufacturer's standard sizes.
- E. Fabrication Sample: Of each vertical-to-horizontal intersection of assemblies, made from 12-inch lengths of full-size components and showing details of the following:
 - 1. Joinery, including concealed welds.
 - 2. Anchorage.
 - 3. Expansion provisions.
 - 4. Glazing.
 - 5. Flashing and drainage.
- F. Delegated-Design Submittal: For glazed aluminum curtain walls indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
- G. Preconstruction Mockup Submittals:
 - 1. Preconstruction Testing Program: Developed specifically for Project.
 - 2. Preconstruction Test Reports: Prepared by a qualified preconstruction testing agency for each mockup test.
 - 3. Photographs:
 - a. Take a minimum of 10 photographs at locations and intervals as required by Architect.
 - b. Submit digital color images on CD-R of mockup before, during, and after preconstruction testing.
 - 4. Record Drawings: Submit record drawings of preconstruction mockups prepared by preconstruction testing agency.
- H. Qualification Data: For qualified Installer and preconstruction testing agency and testing agency.
- I. Seismic Qualification Certificates: For glazed aluminum curtain walls, accessories, and components, from manufacturer.
 - 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.

- J. Welding certificates.
- K. Energy Performance Certificates: For glazed aluminum curtain walls, accessories, and components, from manufacturer.
 - 1. Basis for Certification: NFRC-certified energy performance values for each glazed aluminum curtain wall.
- L. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified preconstruction testing agency, for glazed aluminum curtain walls, indicating compliance with performance requirements.
- M. Field quality-control reports.
- N. Maintenance Data: For glazed aluminum curtain walls to include in maintenance manuals.
- O. Warranties: Sample of special warranties.

1.7 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A manufacturer capable of fabricating glazed aluminum curtain walls that meet or exceed energy performance requirements indicated and of documenting this performance by certification, labeling, and inclusion in lists.
- B. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- C. Preconstruction Testing Agency Qualifications: Qualified according to ISO/IEC 17025 and accredited by ICC-ES for preconstruction testing indicated.
- D. Testing Agency Qualifications: Qualified according to ASTM E 699 for testing indicated.
- E. Product Options: Information on Drawings and in Specifications establishes requirements for aesthetic effects and performance characteristics of assemblies. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction.
 - 1. Do not revise intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If revisions are proposed, submit comprehensive explanatory data to Architect for review.
- F. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
 - 2. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum."

- G. Energy Performance Standards: Comply with NFRC for minimum standards of energy performance, materials, components, accessories, and fabrication. Comply with more stringent requirements if indicated.
 - 1. Provide NFRC-certified glazed aluminum curtain walls with an attached label.
- H. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for fabrication and installation.
 - 1. Build mockup of typical wall area as shown on Drawings.
 - 2. Field testing shall be performed on mockups according to requirements in "Field Quality Control" Article.
 - 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 4. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- I. Preinstallation Conference: Conduct conference at Project site.

1.8 PROJECT CONDITIONS

- A. Field Measurements: Verify actual locations of structural supports for glazed aluminum curtain walls by field measurements before fabrication and indicate measurements on Shop Drawings.

1.9 WARRANTY

- A. Special Assembly Warranty: Standard form in which manufacturer Installer agrees to repair or replace components of glazed aluminum curtain walls that do not comply with requirements or that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures including, but not limited to, excessive deflection.
 - b. Noise or vibration created by wind and thermal and structural movements.
 - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - d. Water penetration through fixed glazing and framing areas.
 - e. Failure of operating components.
 - 2. Warranty Period: 10 years from date of Substantial Completion.
- B. Special Finish Warranty: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Deterioration includes, but is not limited to, the following:

- a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
2. Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Basis-of-Design New Curtain Wall Product: Subject to compliance with requirements, provide product EFCO XTherm 5600 system, size 2 ½"x 7 ¼" or comparable product by one of the following:

2.2 MATERIALS

- A. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
 1. Sheet and Plate: ASTM B 209.
 2. Extruded Bars, Rods, Profiles, and Tubes: ASTM B 221.
 3. Extruded Structural Pipe and Tubes: ASTM B 429.
 4. Structural Profiles: ASTM B 308/B 308M.
 5. Welding Rods and Bare Electrodes: AWS A5.10/A5.10M.
- B. Steel Reinforcement: Manufacturer's standard zinc-rich, corrosion-resistant primer complying with SSPC-PS Guide No. 12.00; applied immediately after surface preparation and pretreatment. Select surface preparation methods according to recommendations in SSPC-SP COM and prepare surfaces according to applicable SSPC standard.
 1. Structural Shapes, Plates, and Bars: ASTM A 36/A 36M.
 2. Cold-Rolled Sheet and Strip: ASTM A 1008/A 1008M.
 3. Hot-Rolled Sheet and Strip: ASTM A 1011/A 1011M.

2.3 FRAMING

- A. Framing Members: Manufacturer's standard extruded- or formed-aluminum framing members of thickness required and reinforced as required to support imposed loads.
 1. Construction: Thermally broken.
 2. Glazing System: Retained mechanically with gaskets on four sides.
 3. Glazing Plane: Front.

- B. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.
- C. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.
 - 1. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
 - 2. Reinforce members as required to receive fastener threads.
 - 3. Use exposed fasteners with countersunk Phillips screw heads, fabricated from 300 series stainless steel.
- D. Anchors: Three-way adjustable anchors with minimum adjustment of 1 inch that accommodate fabrication and installation tolerances in material and finish compatible with adjoining materials and recommended by manufacturer.
 - 1. Concrete and Masonry Inserts: Hot-dip galvanized cast-iron, malleable-iron, or steel inserts complying with ASTM A 123/A 123M or ASTM A 153/A 153M requirements.
- E. Concealed Flashing: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding flashing compatible with adjacent materials.
- F. Framing Sealants: Manufacturer's standard sealants.

2.4 GLAZING

- A. Glazing: Comply with Division 08 Section "Glazing."
- B. Glazing Gaskets: Manufacturer's standard sealed-corner pressure-glazing system of black, resilient elastomeric glazing gaskets, setting blocks, and shims or spacers.
- C. Glazing Sealants: As recommended by manufacturer.
 - 1. Provide sealants for use inside of the weatherproofing system that have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.5 ACCESSORY MATERIALS

- A. Bituminous Paint: Cold-applied asphalt-mastic paint complying with SSPC-Paint 12 requirements except containing no asbestos, formulated for 30-mil thickness per coat.

2.6 FABRICATION

- A. Form or extrude aluminum shapes before finishing.
- B. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.

- C. Fabricate components that, when assembled, have the following characteristics:
1. Profiles that are sharp, straight, and free of defects or deformations.
 2. Accurately fitted joints with ends coped or mitered.
 3. Physical and thermal isolation of glazing from framing members.
 4. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
 5. Provisions for field replacement of glazing from as required for each application.
 6. Provisions for safety railings mounted.
 7. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.
 8. Components curved to indicated radii.
- D. Fabricate components that, when assembled, have the following characteristics:
1. Internal guttering system or other means to drain water passing joints, condensation occurring within framing members, and moisture migrating within glazed aluminum curtain wall to exterior.
 2. Pressure-equalized system or double barrier design with primary air and vapor barrier at interior side of glazed aluminum curtain wall and secondary seal weeped and vented to exterior.
- E. Curtain-Wall Framing: Fabricate components for assembly using per manufacturer standard fabrication.
- F. Factory-Assembled Frame Units:
1. Rigidly secure nonmovement joints.
 2. Seal joints watertight unless otherwise indicated.
 3. Install glazing to comply with requirements in Division 08 Section "Glazing."
- G. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

2.7 ALUMINUM FINISHES

- A. Finish
1. Coil coated KYNAR[®] 500 or HYLAR[®] 5000 based Polyvinylidene Fluoride (PVDF) resin in conformance with the following general requirements of AAMA 2605.
 - a. Color: As selected by Architect from manufacturer's full range.

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 the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General:
 - 1. Comply with manufacturer's written instructions.
 - 2. Do not install damaged components.
 - 3. Fit joints to produce hairline joints free of burrs and distortion.
 - 4. Rigidly secure nonmovement joints.
 - 5. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.
 - 6. Weld components in concealed locations to minimize distortion or discoloration of finish. Protect glazing surfaces from welding.
 - 7. Seal joints watertight unless otherwise indicated.
- B. Metal Protection:
 - 1. Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape or installing nonconductive spacers as recommended by manufacturer for this purpose.
 - 2. Where aluminum will contact concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.
- C. Install components to drain water passing joints, condensation occurring within framing members, and moisture migrating within glazed aluminum curtain wall to exterior.
- D. Install components plumb and true in alignment with established lines and grades.
- E. Install operable units level and plumb, securely anchored, and without distortion. Adjust weather-stripping contact and hardware movement to produce proper operation.
- F. Install glazing as specified in Division 08 Section "Glazing."

3.3 ERECTION TOLERANCES

- A. Erection Tolerances: Install glazed aluminum curtain walls to comply with the following maximum tolerances:

1. Plumb: 1/8 inch in 10 feet; 1/4 inch in 40 feet.
2. Level: 1/8 inch in 20 feet; 1/4 inch in 40 feet.
3. Alignment:
 - a. Where surfaces abut in line or are separated by reveal or protruding element up to 1/2 inch wide, limit offset from true alignment to 1/16 inch.
 - b. Where surfaces are separated by reveal or protruding element from 1/2 to 1 inch wide, limit offset from true alignment to 1/8 inch.
 - c. Where surfaces are separated by reveal or protruding element of 1 inch wide or more, limit offset from true alignment to 1/4 inch.
4. Location: Limit variation from plane to 1/8 inch in 12 feet; 1/2 inch over total length.

3.4 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Testing Services: Testing and inspecting of representative areas of glazed aluminum curtain walls shall take place as installation proceeds to determine compliance of installed assemblies with specified requirements.
 1. Air Infiltration: Areas shall be tested for air leakage of 1.5 times the rate specified for laboratory testing in "Performance Requirements" Article, but not more than 0.50 cfm/sq. ft., of fixed wall area when tested according to ASTM E 783 at a minimum static-air-pressure differential of 6.24 lbf/sq. ft..
 - a. Test Area: One bay wide, but not less than 30 feet, by one story of glazed aluminum curtain wall.
 - b. Perform a minimum of three tests in areas as directed by Architect.
 - c. Perform tests in each test area as directed by Architect. Perform at least three tests, prior to 10, 35, and 70 percent completion.
 2. Water Penetration: Areas shall be tested according to ASTM E 1105 at a minimum uniform and cyclic static-air-pressure differential of 0.67 times the static-air-pressure differential specified for laboratory testing in "Performance Requirements" Article, but not less than 6.24 lbf/sq. ft., and shall not evidence water penetration.
 - a. Test Area: One bay wide, but not less than 30 feet, by one story of glazed aluminum curtain wall.
 - b. Perform a minimum of three tests in areas as directed by Architect.
 - c. Perform tests in each test area as directed by Architect. Perform at least three tests, prior to 10, 35, and 70 percent completion.
 3. Water Spray Test: Before installation of interior finishes has begun, areas designated by Architect shall be tested according to AAMA 501.2 and shall not evidence water penetration.

- a. Test Area: A minimum area of 75 feet by one story of glazed aluminum curtain wall.
- C. Glazed aluminum curtain walls will be considered defective if they do not pass tests and inspections.
- D. Prepare test and inspection reports.

END OF SECTION 084413

SECTION 084213 - ALUMINUM-FRAMED ENTRANCES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Aluminum-framed entrance door systems.

B. Related Requirements:

1. Section 081116.13 "Interior Aluminum Doors and Frames" for interior aluminum framing.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data:

1. Aluminum-framed entrance door systems.

B. Product Data Submittals: For each product.

1. Construction details, material descriptions, dimensions of individual components and profiles, and finishes.
2. Operating characteristics, electrical characteristics, and furnished accessories.

C. Shop Drawings:

1. Plans, elevations, sections, full-size details, and attachments to other work.
2. Details of provisions for assembly expansion and contraction and for draining moisture occurring within the assembly to the exterior.
3. Full-size isometric details of each type of vertical-to-horizontal intersection of aluminum-framed entrance door systems, showing the following:
 - a. Joinery, including concealed welds.
 - b. Anchorage.
 - c. Expansion provisions.
 - d. Glazing.
 - e. Flashing and drainage.
4. Connection to and continuity with adjacent thermal, weather, air, and vapor barriers.
5. Point-to-point wiring diagrams showing the following:

- a. Power requirements for each electrically operated door hardware.
 - b. Location and types of switches, signal device, conduit sizes, and number and size of wires.
- D. Samples for Initial Selection: Manufacturer's standard color sheets, showing full range of available colors for each type of exposed finish.
- E. Samples for Verification: Actual sample of finished products for each type of exposed finish.
 - 1. Size: Manufacturers' standard size.
- F. Fabrication Sample: Of each vertical-to-horizontal intersection of assemblies, made from 12-inch lengths of full-size components and showing details of the following:
 - 1. Joinery, including concealed welds.
 - 2. Anchorage.
 - 3. Expansion provisions.
 - 4. Glazing.
 - 5. Flashing and drainage.
- G. Entrance Door Hardware Schedule: Prepared by or under supervision of supplier, detailing fabrication and assembly of entrance door hardware, as well as procedures and diagrams. Coordinate final entrance door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of entrance door hardware.

1.4 INFORMATIONAL SUBMITTALS

- A. Energy Performance Certificates: For aluminum-framed entrance door systems, accessories, and components, from manufacturer.
 - 1. Basis for Certification: NFRC-certified energy performance values for each aluminum-framed entrance.
- B. Product Test Reports: For aluminum-framed entrance door systems, for tests performed by a qualified testing agency.
- C. Field Quality-Control Reports: For aluminum-framed entrance door systems.
- D. Qualification Statements:
 - 1. For Installer.
- E. Sample Warranties: For aluminum-framed entrance door systems.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For aluminum-framed entrance door systems.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications:
 - 1. Entity that employs installers and supervisors who are trained and approved by manufacturer.
- B. Product Options: Information on Drawings and in Specifications establishes requirements for aesthetic effects and performance characteristics of assemblies. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction.
 - 1. Do not change intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If changes are proposed, submit comprehensive explanatory data to Architect for review.

1.7 WARRANTY

- A. Special Warranty: Manufacturer and Installer agree to repair or replace components of aluminum-framed entrance door systems that fail in materials or workmanship within specified warranty period.
 - a. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
- 2. Warranty Period: Five years from date of Substantial Completion.
- B. Special Finish Warranty, Factory-Applied Finishes: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. 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. Warranty Period: Five years from date of Substantial Completion.
- C. Special Finish Warranty, Anodized Finishes: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of anodized finishes within specified warranty period.
 - 1. Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Delta E units when tested in accordance with ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D 4214.
 - c. Cracking, peeling, or chipping.
 - 2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain all components of aluminum-framed entrance door systems, including framing and accessories, from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. General Performance: Comply with performance requirements specified, as determined by testing of aluminum-framed entrance door systems representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction.
- B. Water Penetration under Static Pressure: Test in accordance with ASTM E331 as follows:
 - 1. No evidence of water penetration through fixed glazing and framing areas of entrance doors when tested according to a minimum static-air-pressure differential of 20 percent of positive wind-load design pressure, but not less than 6.24 lbf/sq. ft..
 - 2. Air Leakage:
 - a. Fixed Glazing and Framing Areas: Air leakage for the system of not more than 0.06 cfm/sq. ft. at a static-air-pressure differential of 1.57 lbf/sq. ft. when tested in accordance with ASTM E283.
 - b. Entrance Doors: Air leakage of not more than 1.0 cfm/sq. ft. at a static-air-pressure differential of 1.57 lbf/sq. ft..
 - 3. Condensation Resistance Factor (CRF):
 - a. Fixed Glazing and Framing Areas: CRF for the system of not less than 35 as determined in accordance with AAMA 1503.
 - b. Entrance Doors: CRF of not less than 57 as determined in accordance with AAMA 1503.
 - 4. Outdoor-Indoor Transmission Class: Minimum 26.

2.3 ALUMINUM-FRAMED ENTRANCE DOOR SYSTEMS

- A. [Efco](#) or equal
- B. Entrance Doors: Manufacturer's standard glazed entrance doors for manual-swing or automatic operation.
 - 1. Door Construction: 1-3/4-inch overall thickness, with minimum 0.125-inch- thick, extruded-aluminum tubular rail and stile members. Mechanically fasten corners with reinforcing brackets that are deeply penetrated and fillet welded or that incorporate concealed tie rods.

- a. Thermal Construction: High-performance plastic connectors separate aluminum members exposed to the exterior from members exposed to the interior.
 2. Door Design: As indicated.
 3. Glazing Stops and Gaskets: Beveled, snap-on, extruded-aluminum stops and preformed gaskets.
 - a. Provide nonremovable glazing stops on outside of door.
 4. Door Finish: High-performance organic finish.
- C. Framing Members: Manufacturer's standard extruded aluminum, minimum 0.125 inch thick and reinforced as required to support imposed loads.
 1. Nominal Size: As indicated on Drawings.
 2. Exterior Framing Construction: Thermally broken.
 3. Interior Vestibule Framing Construction: Nonthermal.
 4. Finish: Match door finish.
- D. Backer Plates: Manufacturer's standard, continuous backer plates for framing members, if not integral, where framing abuts adjacent construction.
- E. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.
- F. Materials:
 1. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
 - a. Sheet and Plate: ASTM B209.
 - b. Extruded Bars, Rods, Profiles, and Tubes: ASTM B221.
 - c. Structural Profiles: ASTM B308/B308M.
 2. Steel Reinforcement:
 - a. Structural Shapes, Plates, and Bars: ASTM A36/A36M.
 - b. Cold-Rolled Sheet and Strip: ASTM A1008/A1008M.
 - c. Hot-Rolled Sheet and Strip: ASTM A1011/A1011M.
 3. Steel Reinforcement Primer: Manufacturer's standard zinc-rich, corrosion-resistant primer complying with SSPC-PS Guide No. 12.00; applied immediately after surface preparation and pretreatment. Select surface preparation methods in accordance with recommendations in SSPC-SP COM, and prepare surfaces in accordance with applicable SSPC standard.

2.4 ENTRANCE DOOR HARDWARE

- A. General: Provide entrance door hardware and entrance door hardware sets indicated in door and frame schedule for each entrance door, to comply with requirements in this Section.

1. Entrance Door Hardware Sets: Provide quantity, item, size, finish or color indicated, and products equivalent in function and comparable in quality to named products.
2. Sequence of Operation: Provide electrified door hardware function, sequence of operation, and interface with other building control systems indicated.
3. Opening-Force Requirements:
 - a. Egress Doors: Not more than 15 lbf to release the latch and not more than 30 lbf to set the door in motion and not more than 15 lbf to open the door to its minimum required width.
 - b. Accessible Interior Doors: Not more than 5 lbf to fully open door.

B. Butt Hinges: BHMA A156.1, Grade 1, radius corner.

1. Nonremovable Pins: Provide setscrew in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while entrance door is closed.
2. Exterior Hinges: Stainless steel, with stainless steel pin.

Retain "Quantities" Subparagraph below only if quantities are not indicated in "Entrance Door Hardware Sets" Article.

3. Quantities:

- a. For doors up to 87 inches high, provide three hinges per leaf.

C. Panic Exit Devices: BHMA A156.3, Grade 1, listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for panic protection, based on testing in accordance with UL 305.

D. Cylinders:

1. As specified in Section 087100 "Door Hardware."
2. BHMA A156.5, Grade 1.
 - a. Keying: key system. Permanently inscribe each key with a visual key control number and include notation to be furnished by Owner.

E. Strikes: Provide strike with black-plastic dust box for each latch or lock bolt; fabricated for aluminum framing.

F. Operating Trim: BHMA A156.6.

G. Removable Mullions: BHMA A156.3 extruded aluminum.

1. When used with panic exit devices, provide[**keyed**] removable mullions listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for panic protection, based on testing in accordance with UL 305. Use only mullions that have been tested with exit devices to be used.

H. Closers: BHMA A156.4, Grade 1, with accessories required for a complete installation, sized as required by door size, exposure to weather, and anticipated frequency of use; adjustable to comply with field conditions and requirements for opening force.

- I. Concealed Overhead Holders and Stops: BHMA A156.8, Grade 1.
- J. Door Stops: BHMA A156.16, Grade 1, floor or wall mounted, as appropriate for door location indicated, with integral rubber bumper.
- K. Weather Stripping: Manufacturer's standard replaceable components.
 - 1. Compression Type: Made of ASTM D2000 molded neoprene or ASTM D2287 molded PVC.
 - 2. Sliding Type: AAMA 701/702, made of wool, polypropylene, or nylon woven pile with nylon-fabric or aluminum-strip backing.
- L. Weather Sweeps: Manufacturer's standard exterior-door bottom sweep with concealed fasteners on mounting strip.
- M. Thresholds: BHMA A156.21 raised thresholds beveled with a slope of not more than 1:2, with maximum height of 1/2 inch.
- N. Finger Guards: Manufacturer's standard collapsible neoprene or PVC gasket anchored to frame hinge-jamb at center-pivoted doors.

2.5 GLAZING

- A. Glazing: Comply with Section 088000 "Glazing."
- B. Glazing Gaskets: Manufacturer's standard sealed-corner pressure-glazing system of black, resilient elastomeric glazing gaskets, setting blocks, and shims or spacers.
- C. Glazing Sealants: As recommended by manufacturer.

2.6 ACCESSORIES

- A. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.
 - 1. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
 - 2. Reinforce members as required to receive fastener threads.
 - 3. Use exposed fasteners with countersunk Phillips screw heads, finished to match framing system.
- B. Anchors: Three-way adjustable anchors with minimum adjustment of 1 inch that accommodate fabrication and installation tolerances in material and finish compatible with adjoining materials and recommended by manufacturer.
 - 1. Concrete and Masonry Inserts: Hot-dip galvanized cast-iron, malleable-iron, or steel inserts complying with ASTM A123/A123M or ASTM A153/A153M requirements.

- C. Concealed Flashing: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding flashing compatible with adjacent materials.

2.7 FABRICATION

- A. Form or extrude aluminum shapes before finishing.
- B. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.
- C. Fabricate components that, when assembled, have the following characteristics:
 - 1. Profiles that are sharp, straight, and free of defects or deformations.
 - 2. Accurately fitted joints with ends coped or mitered.
 - 3. Physical and thermal isolation of glazing from framing members.
 - 4. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
 - 5. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.
- D. Entrance Door Frames: Reinforce as required to support loads imposed by door operation and for installing entrance door hardware.
 - 1. At interior and exterior doors, provide compression weather stripping at fixed stops.
- E. Entrance Doors: Reinforce doors as required for installing entrance door hardware.
 - 1. At pairs of exterior doors, provide sliding-type weather stripping retained in adjustable strip and mortised into door edge.
 - 2. At exterior doors, provide weather sweeps applied to door bottoms.
- F. Entrance Door Hardware Installation: Factory install entrance door hardware to the greatest extent possible. Cut, drill, and tap for factory-installed entrance door hardware before applying finishes.
- G. After fabrication, clearly mark components to identify their locations in Project in accordance with Shop Drawings.

2.8 ALUMINUM FINISHES

- A. High-Performance Organic Finish, Two-Coat PVDF: Fluoropolymer finish complying with AAMA 2604 and containing not less than 50 percent PVDF resin by weight in color coat.
 - 1. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - 2. Color and Gloss: As selected by Architect from manufacturer's full range.
- B. Superior-Performance Organic Finish, Three-Coat PVDF: Fluoropolymer finish complying with AAMA 2605 and containing not less than 70 percent PVDF resin by weight in both color coat and clear topcoat.

1. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 2. Color and Gloss: As selected by Architect from manufacturer's full range.
- C. Superior-Performance Organic Finish, Four-Coat PVDF: Fluoropolymer finish complying with AAMA 2605 and containing not less than 70 percent PVDF resin by weight in both color coat and clear topcoat.
1. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 2. Color and Gloss: As selected by Architect from manufacturer's full range.

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 the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF ALUMINUM-FRAMED ENTRANCE DOOR SYSTEMS

- A. Comply with manufacturer's written instructions.
- B. Do not install damaged components.
- C. Fit joints to produce hairline joints free of burrs and distortion.
- D. Rigidly secure nonmovement joints.
- E. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.
- F. Seal perimeter and other joints watertight unless otherwise indicated.
- G. Metal Protection:
 1. Where aluminum is in contact with dissimilar metals, protect against galvanic action by painting contact surfaces with materials recommended by manufacturer for this purpose or installing nonconductive spacers.
 2. Where aluminum is in contact with concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.
- H. Set continuous sill members and flashing in full sealant bed, as specified in Section 079200 "Joint Sealants," to produce weathertight installation.
- I. Install joint filler behind sealant as recommended by sealant manufacturer.

- J. Install components plumb and true in alignment with established lines and grades.
- K. Install entrance doors to produce smooth operation and tight fit at contact points.
 - 1. Exterior Doors: Install to produce weathertight enclosure and tight fit at weather stripping.
 - 2. Field-Installed Entrance Door Hardware: Install surface-mounted entrance door hardware according to entrance door hardware manufacturers' written instructions using concealed fasteners to greatest extent possible.
- L. Install glazing as specified in Section 088000 "Glazing."

3.3 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests.
- B. Tests: Perform the following tests on aluminum-framed entrance door systems.
 - 1. Water-Spray Test: Before installation of interior finishes has begun, areas designated by Architect to be tested in accordance with AAMA 501.2 and to not evidence water penetration.
 - 2. Air Leakage: ASTM E783 at 1.5 times the rate specified for laboratory testing in "Performance Requirements" Article but not more than 0.09 cfm/sq. ft. at a static-air-pressure differential of 1.57 lbf/sq. ft..
 - 3. Water Penetration: ASTM E1105 at a minimum uniform and cyclic static-air-pressure differential of 0.67 times the static-air-pressure differential specified for laboratory testing in "Performance Requirements" Article, but not less than 6.24 lbf/sq. ft., and to not evidence water penetration.
- C. Inspection Agency: Engage a qualified inspector to perform inspections.
- D. Inspections:
 - 1. Egress Door Inspections: Inspect each aluminum-framed entrance door equipped with panic hardware, located in an exit enclosure, electrically controlled, and equipped with special locking arrangements, in accordance with NFPA 101, Ch. 7 "Means of Egress," Section "Means of Egress Components," Article "Inspection of Door Openings."
- E. Aluminum-framed entrance door systems will be considered defective if they do not pass tests and inspections.
- F. Prepare test and inspection reports.

3.4 MAINTENANCE SERVICE

- A. Entrance Door Hardware Maintenance:
 - 1. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of entrance door hardware.

2. Initial Maintenance Service: Beginning at Substantial Completion, provide six months' full maintenance by skilled employees of entrance door hardware Installer. Include quarterly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper entrance door hardware operation at rated speed and capacity. Use parts and supplies that are the same as those used in the manufacture and installation of original equipment.

3.5 ENTRANCE DOOR HARDWARE SETS

END OF SECTION 084213

SECTION 085113 - ALUMINUM WINDOWS

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 aluminum windows for exterior locations.
- B. Related Requirements:
 - 1. Section 084113 "Aluminum-Framed Entrances and Storefronts" for coordinating finish among aluminum fenestration units.
 - 2. Section 088000 - Glazing

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, glazing and fabrication methods, dimensions of individual components and profiles, hardware, and finishes for aluminum windows.
- B. Shop Drawings: For aluminum windows.
 - 1. Include plans, elevations, sections, hardware, accessories, insect screens, operational clearances, and details of installation, including anchor, flashing, and sealant installation.
- C. Samples: For each exposed product and for each color specified, 2 by 4 inches (50 by 100 mm) in size.
- D. Samples for Verification: For aluminum windows and components required, showing full range of color variations for finishes, and prepared on Samples of size indicated below:
 - 1. Exposed Finishes: 2 by 4 inches (50 by 100 mm).
 - 2. Exposed Hardware: Full-size units.
- E. Product Schedule: For aluminum windows. Use same designations indicated on Drawings.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer and Installer.
- B. Product Test Reports: For each type of aluminum window, for tests performed by a qualified testing agency.
- C. Field quality-control reports.
- D. Sample Warranties: For manufacturer's warranties.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A manufacturer capable of fabricating aluminum windows that meet or exceed performance requirements indicated and of documenting this performance by test reports and calculations.
- B. Installer Qualifications: An installer acceptable to aluminum window manufacturer for installation of units required for this Project.
- C. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
 - 1. Build mockup of typical wall area as shown on Drawings.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.6 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace aluminum windows that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Failure to meet performance requirements.
 - b. Structural failures including excessive deflection, water leakage, condensation, and air infiltration.
 - c. Faulty operation of movable sash and hardware.
 - d. Deterioration of materials and finishes beyond normal weathering.
 - e. Failure of insulating glass.
 - 2. Warranty Period:
 - a. Window: 10 years from date of Substantial Completion.
 - b. Glazing Units: 10 years from date of Substantial Completion.
 - c. Aluminum Finish: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: Obtain aluminum windows from single source from single manufacturer.

2.2 WINDOW PERFORMANCE REQUIREMENTS

- A. Product Standard: Comply with AAMA/WDMA/CSA 101/I.S.2/A440 for definitions and minimum standards of performance, materials, components, accessories, and fabrication unless more stringent requirements are indicated.
 - 1. Window Certification: AAMA certified with label attached to each window.
- B. Performance Class and Grade: AAMA/WDMA/CSA 101/I.S.2/A440 as follows:
 - 1. Minimum Performance Class: CW.
 - 2. Minimum Performance Grade: 30.
- C. Thermal Transmittance: NFRC 100 maximum whole-window U-factor of 0.35 Btu/sq. ft. x h x deg F (2.0 W/sq. m x K).
- D. Solar Heat-Gain Coefficient (SHGC): NFRC 200 maximum whole-window SHGC of 0.40.
- E. Condensation-Resistance Factor (CRF): Provide aluminum windows tested for thermal performance according to AAMA 1503, showing a CRF of 52.
- F. Thermal Movements: Provide aluminum windows, including anchorage, that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change: 120 deg F (67 deg C) ambient; 180 deg F (100 deg C) material surfaces.
- G. Sound Transmission Class (STC): Rated for not less than 30 STC when tested for laboratory sound transmission loss according to ASTM E90 and determined by ASTM E413.
- H. Outside-Inside Transmission Class (OITC): Rated for not less than 26 OITC when tested for laboratory sound transmission loss according to ASTM E90 and determined by ASTM E1332.
- I. Windborne-Debris Impact Resistance: Passes ASTM E1886 missile-impact and cyclic-pressure tests in accordance with ASTM E1996 for Wind Zone 1 for basic protection.
 - 1. Large-Missile Test: For glazing located within 30 feet (9.1 m) of grade.
 - 2. Small-Missile Test: For glazing located between 30 feet (9.1 m) above grade.

2.3 ALUMINUM WINDOWS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide EFCO Corporation; PX32 XTherm Projected Window or a comparable product by one of the following:
1. Kawneer North America, an Arconic company.
 2. Litex.
 3. TRACO.
- B. Types: Provide the following types in locations indicated on Drawings:
1. Casement: Outswing.
 2. Projected, awning.
- C. Frames and Sashes: Aluminum extrusions complying with AAMA/WDMA/CSA 101/I.S.2/A440.
1. Thermally Improved Construction: Fabricate frames, sashes, and muntins with an integral, concealed, low-conductance thermal barrier located between exterior materials and window members exposed on interior side in a manner that eliminates direct metal-to-metal contact.
- D. Glazing System: Manufacturer's standard factory-glazing system that produces weathertight seal.
1. All windows are to be factory glazed.
 2. Dual Glazing System:
 - a. Exterior Lite: Insulating-glass unit.
- E. Hardware, General: Provide manufacturer's standard hardware fabricated from aluminum, stainless steel, carbon steel complying with AAMA 907, or other corrosion-resistant material compatible with adjacent materials; designed to smoothly operate, tightly close, and securely lock windows, and sized to accommodate sash weight and dimensions.
1. Exposed Hardware Color and Finish: As indicated by manufacturer's designations.
- F. Casement and Projected Window Hardware:
1. Gear-Type Rotary Operators: Complying with AAMA 901 when tested according to ASTM E405, Method A. Provide operators that function without requiring the removal of interior screens or using screen wickets.
 - a. Type and Style: As selected by Architect from manufacturer's full range of types and styles.
 2. Hinges: Non-friction type, not less than two per sash.
 3. Lock: All locking handles shall be cam type, concealed multi-point locking with turn handle.
 4. Limit Devices: Concealed support arms with adjustable, limited, hold-open limit devices designed to restrict sash opening.

- a. Limit clear opening to 8 inches for ventilation; with custodial key release.
- 5. Pole Operators: Tubular-shaped anodized aluminum; with rubber-capped lower end and standard push-pull hook at top to match hardware design; of sufficient length to operate window without reaching more than 60 inches (1500 mm) above floor; one pole operator and pole hanger per room that has operable windows more than 72 inches (1800 mm) above floor.
- G. Weather Stripping: Provide full-perimeter weather stripping for each operable sash unless otherwise indicated.
- H. Fasteners: Noncorrosive and compatible with window members, trim, hardware, anchors, and other components.
 - 1. Exposed Fasteners: Do not use exposed fasteners to greatest extent possible. For application of hardware, use fasteners that match finish hardware being fastened.

2.4 ACCESSORIES

- A. Subsills: Thermally broken, extruded-aluminum subsills in configurations indicated on Drawings.
- B. Interior Trim: Extruded-aluminum profiles in sizes and configurations indicated on Drawings.
- C. Panning Trim: Extruded-aluminum profiles in sizes and configurations indicated on Drawings.
- D. Receptor System: Two-piece, snap-together, thermally broken, extruded-aluminum receptor system that anchors windows in place.

2.5 INSECT SCREENS

- A. General: Fabricate insect screens to integrate with window frame. Provide screen for each operable exterior sash. Screen wickets are not permitted.
 - 1. Type and Location: Full, inside for outswing Full, inside for projected, awning sashes.
- B. Aluminum Frames: Manufacturer's standard aluminum alloy complying with SMA 1004 or SMA 1201. Fabricate frames with mitered or coped joints or corner extrusions, concealed fasteners, and removable PVC spline/anchor concealing edge of frame.
 - 1. Tubular Framing Sections and Cross Braces: Roll formed from aluminum sheet.
- C. Glass-Fiber Mesh Fabric: Manufacturer's standard mesh of PVC-coated, glass-fiber threads; woven and fused to form a fabric mesh resistant to corrosion, shrinkage, stretch, impact damage, and weather deterioration. Comply with ASTM D3656/D3656M.
 - 1. Mesh Color: Manufacturer's standard.

2.6 FABRICATION

- A. Fabricate aluminum windows in sizes indicated. Include a complete system for assembling components and anchoring windows.
- B. Glaze aluminum windows in the factory.
- C. Weather strip each operable sash to provide weathertight installation.
- D. Weep Holes: Provide weep holes and internal passages to conduct infiltrating water to exterior.
- E. Provide water-shed members above side-hinged sashes and similar lines of natural water penetration.
- F. Mullions: Provide mullions and cover plates, matching window units, complete with anchors for support to structure and installation of window units. Allow for erection tolerances and provide for movement of window units due to thermal expansion and building deflections. Provide mullions and cover plates capable of withstanding design wind loads of window units.
- G. Complete fabrication, assembly, finishing, hardware application, and other work in the factory to greatest extent possible. Disassemble components only as necessary for shipment and installation.

2.7 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM's "Metal Finishes Manual" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: 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.

2.8 ALUMINUM FINISHES

- A. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
- B. Class I, Clear Anodic Finish: AA-M12C22A41 (Mechanical Finish: nonspecular as fabricated; Chemical Finish: etched, medium matte; Anodic Coating: Architectural Class I, clear coating 0.018 mm or thicker) complying with AAMA 611.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine openings, substrates, structural support, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Verify rough opening dimensions, levelness of sill plate, and operational clearances.
- C. Examine wall flashings, vapor retarders, water and weather barriers, and other built-in components to ensure weathertight window installation.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Comply with manufacturer's written instructions for installing windows, hardware, accessories, and other components. For installation procedures and requirements not addressed in manufacturer's written instructions, comply with installation requirements in ASTM E2112.
- B. Install windows level, plumb, square, true to line, without distortion or impeding thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction to produce weathertight construction.
- C. Install windows and components to drain condensation, water penetrating joints, and moisture migrating within windows to the exterior.
- D. Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action at points of contact with other materials.

3.3 ADJUSTING, CLEANING, AND PROTECTION

- A. Adjust operating sashes and hardware for a tight fit at contact points and weather stripping for smooth operation and weathertight closure.
- B. Clean exposed surfaces immediately after installing windows. Avoid damaging protective coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances.
 - 1. Keep protective films and coverings in place until final cleaning.
- C. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.
- D. Protect window surfaces from contact with contaminating substances resulting from construction operations. If contaminating substances do contact window surfaces, remove contaminants immediately according to manufacturer's written instructions.

END OF SECTION 085113

SECTION 086300 - METAL-FRAMED SKYLIGHTS

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 skylights with metal framing.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

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 metal-framed skylights.
- B. Shop Drawings: For metal-framed skylights.
 - 1. Include plans, elevations, sections, and attachment details.
 - 2. Indicate structural loadings and reactions to be transmitted to supporting curbs.
 - 3. Include details of provisions for assembly expansion and contraction and for draining moisture within the assembly to the exterior.
 - 4. Include full-size isometric details of each vertical-to-horizontal intersection of assembly, showing the following:
 - a. Joinery including concealed welds.
 - b. Anchorage.
 - c. Expansion provisions.
 - d. Glazing.
 - e. Flashing and drainage.
- C. Samples for Initial Selection: For units with factory-applied finishes.
- D. Samples for Verification: For each type of exposed finish required, in manufacturer's standard sizes.
- E. Fabrication Sample: Of each framing intersection of assemblies, made from 12-inch lengths of full-size components and showing details of the following:

1. Joinery including concealed welds.
2. Anchorage.
3. Expansion provisions.
4. Glazing.
5. Flashing and drainage.

- F. Delegated-Design Submittal: For metal-framed skylights indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Compatibility and Adhesion Test Reports: For structural-sealant-glazed skylights, test reports from sealant manufacturer indicating that joint sealants have been tested for each material that will come in contact with sealants.
- C. Product Test Reports: For metal-framed skylights, for tests performed by a qualified testing agency.
- D. Field quality-control reports.
- E. Sample Warranties: For special warranties.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For metal-framed skylights to include in maintenance manuals.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of metal-framed skylights required for this Project.
- B. Structural-Sealant Glazing: Comply with recommendations in ASTM C1401, "Guide for Structural Sealant Glazing," for joint design and quality-control procedures.
1. Joint designs are reviewed and approved by structural-sealant manufacturer.
 2. Quality-control program development and reporting comply with ASTM C1401 recommendations for material qualification procedures, preconstruction sealant-testing program, and procedures and intervals for fabrication and installation reviews and checks.
 3. Perform manufacturer's standard tests for compatibility and adhesion of sealants with each material that will come in contact with sealants.
- C. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for fabrication and installation.
1. Build mockup of typical metal-framed skylights as shown on Drawings.

2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace components of metal framed skylights that fail in materials or workmanship within specified warranty period.
 1. Failures include, but are not limited to, the following:
 - a. Structural failures including, but not limited to, excessive deflection.
 - b. Noise or vibration caused by thermal movements.
 - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - d. Adhesive or cohesive sealant failures.
 - e. Water leakage.
 2. Warranty Period: Five years from date of Substantial Completion.
- B. Special Aluminum-Finish Warranty: Manufacturer agrees to repair or replace components on which finishes fail within specified warranty period. Warranty does not include normal weathering.
 1. Failures include, but are not limited to, checking, crazing, peeling, chalking, and fading of finishes.
 2. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design metal-framed skylights.
- B. Structural Loads: As indicated on Drawings.
- C. Deflection of Framing Members: At design wind pressure, as follows:
 1. Deflection Normal to Glazing Plane: Limited to 1/175 of clear span for spans up to 13 feet 6 inches and to 1/240 of clear span plus 1/4 inch for spans more than 13 feet 6 inches or an amount that restricts edge deflection of individual glazing lites to 3/4 inch, whichever is less.
 2. Deflection Parallel to Glazing Plane: Limited to amount not exceeding that which reduces glazing bite to less than 75 percent of design dimension and that which reduces edge clearance between framing members and glazing or other fixed components to less than 1/8 inch.

- D. Lateral Bracing of Framing Members: Compression flanges of flexural members are laterally braced by cross members with minimum depth equal to 50 percent of flexural member that is braced. Glazing does not provide lateral support.
- E. Structural-Test Performance: Metal-framed skylights tested according to ASTM E330, as follows:
 - 1. When tested at positive and negative wind-load design pressures, assemblies do not evidence deflection exceeding specified deflection limits.
 - 2. When tested at 150 percent of positive and negative wind-load design pressures, assemblies, including anchorage, do not evidence material failures, structural distress, and permanent deformation of main framing members exceeding 0.2 percent of span.
 - 3. Test Durations: As required by design wind velocity, but not less than 10 seconds.
- F. Windborne-Debris Impact Resistance: Passes ASTM E1886 missile-impact and cyclic-pressure tests in accordance with ASTM E1996 for Wind Zone 3 for enhanced protection.
 - 1. Large-Missile Test: For glazing located within 30 feet of grade.
 - 2. Small-Missile Test: For glazing located between 30 feet and 60 feet above grade.
- G. Air Infiltration: Metal-framed skylights with maximum air leakage through fixed glazing and framing areas of 0.06 cfm/sq. ft. of when tested according to ASTM E283 at a minimum static-air-pressure difference of 1.57 lbf/sq. ft..
- H. Water Penetration under Static Pressure: Metal-framed skylights that do not evidence water penetration through fixed glazing and framing areas when tested according to ASTM E331 at a minimum static-air-pressure difference of 20 percent of positive wind-load design pressure, but not less than 6.24 lbf/sq. ft..
- I. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
 - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.
- J. Condensation Resistance: Metal-framed skylights with fixed glazing and framing areas having condensation-resistance factor (CRF) of not less than 45 when tested according to AAMA 1503.
 - 1. Haze Factor: Greater than 90 percent when tested according to ASTM D1003.
- K. Structural Sealant: Capable of withstanding tensile and shear stresses imposed without failing adhesively or cohesively. When tested for preconstruction adhesion and compatibility, cohesive failure of sealant shall occur before adhesive failure.
- L. Energy Performance: Provide metal-framed skylights with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below and certified and labeled according to NFRC:
 - 1. Thermal Transmittance (U-Factor): Fixed glazing and framing areas shall have U-factor of not more than 0.80 Btu/sq. ft. x h x deg F as determined according to NFRC 100.
 - 2. Solar Heat Gain Coefficient: Fixed glazing and framing areas shall have a solar heat gain coefficient of no greater than 0.6 as determined according to NFRC 200.

- M. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.2 METAL-FRAMED SKYLIGHTS

- A. Metal-Framed Skylights: Glazed skylight assemblies supported by aluminum framing.

- 1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- a. [Acralight International.](#)
 - b. [Acurlite Structural Skylights Inc.](#)
 - c. [CPI Daylighting, Inc.](#)
 - d. [Exarc Skylights, Inc.](#)
 - e. [Gammans Skylight Systems.](#)
 - f. [GSI Glazed Structures, Inc.](#)
 - g. [J. Sussman, Inc.](#)
 - h. [Kawneer North America, an Arconic company.](#)
 - i. [Kingspan Light + Air, North America.](#)
 - j. [LinEl Signature.](#)
 - k. [Major Industries, Inc.](#)
 - l. [O'Keeffe's Inc.](#)

- B. Aluminum Framing Systems: Manufacturer's standard extruded-aluminum members of thickness required and reinforced as required to support imposed loads.

- C. Aluminum: Alloy and temper as recommended in writing by manufacturer for type of use and finish indicated.

- 1. Sheet and Plate: ASTM B209.
 - 2. Extruded Bars, Rods, Profiles, and Tubes: ASTM B221.
 - 3. Extruded Structural Pipe and Tubes: ASTM B429/B429M.
 - 4. Structural Profiles: ASTM B308/B308M.

- D. Pressure Caps: Manufacturer's standard aluminum components that mechanically retain glazing.

- 1. Include snap-on aluminum trim that conceals fasteners.

- E. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning skylight components.

- F. Fasteners and Accessories: Manufacturer's standard, corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.

- 1. At pressure caps, use ASTM A193/A193M stainless-steel screws.
 - 2. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
 - 3. Reinforce members as required to receive fastener threads.

4. Use exposed fasteners with countersunk Phillips screw heads, finished to match framing system, fabricated from Series 300 stainless steel.
- G. Concrete and Masonry Inserts: Hot-dip galvanized cast-iron, malleable-iron, or steel inserts complying with ASTM A123/A123M or ASTM A153/A153M requirements.
- H. Anchor Bolts: ASTM A307, Grade A, galvanized steel.
- I. Concealed Flashing: Manufacturer's standard, corrosion-resistant, nonstaining, nonbleeding flashing compatible with adjacent materials.
- J. Exposed Flashing and Closures: Manufacturer's standard aluminum components not less than 0.030 inch thick.
- K. Framing Sealants: As recommended in writing by manufacturer.
- L. Corrosion-Resistant Coating: Cold-applied asphalt mastic, compounded for 15-mil dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

2.3 GLAZING

- A. Glazing: As specified in Section 088000 "Glazing."
- B. Glazing Gaskets: Manufacturer's standard sealed-corner pressure-glazing system of black, resilient elastomeric glazing gaskets, setting blocks, and shims or spacers.
- C. Spacers and Setting Blocks: Manufacturer's standard elastomeric types.
- D. Glazing Sealants: As recommended in writing by manufacturer.
- E. Structural Glazing Sealants:
 1. Structural Sealant: ASTM C1184, neutral-curing silicone formulation compatible with system components with which it comes in contact, specifically formulated and tested for use as structural sealant, and approved by structural-sealant manufacturer for use in metal-framed skylights indicated.
 - a. Color: As selected by Architect from manufacturer's full range.
 2. Weatherseal Sealant: ASTM C920 for Type S, Grade NS, Class 25, Uses NT, G, A, and O; neutral-curing silicone formulation compatible with structural sealant and other components with which it comes in contact; and recommended in writing by structural- and weatherseal-sealant and metal-framed skylight manufacturers for this use.
 - a. Color: Matching structural sealant.
 3. Bond-Breaker Tape: Manufacturer's standard tetrafluoroethylene-fluorocarbon or polyethylene material to which sealants will not develop adhesion.

2.4 FABRICATION

- A. Where practical, fit and assemble metal-framed skylights in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.
- B. Fabricate aluminum components that, when assembled, have the following characteristics:
 - 1. Profiles that are sharp, straight, and free of defects or deformations.
 - 2. Accurately fitted joints with ends coped or mitered.
 - 3. Internal guttering systems or other means to drain water passing joints and moisture migrating within skylight to exterior.
 - 4. Physical and thermal isolation of glazing from framing members.
 - 5. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
- C. Fabricate aluminum sill closures with weep holes and for installation as continuous component.
- D. Reinforce aluminum components as required to receive fastener threads.
- E. Factory-Glazed, Metal-Framed Skylights:
 - 1. Factory install glazing to comply with requirements in Section 088000 "Glazing."
- F. Structural-Sealant-Glazed, Metal-Framed Skylights: Prepare surfaces that will contact structural sealant according to structural-sealant manufacturer's written instructions to ensure compatibility and adhesion. Preparation includes, but is not limited to, cleaning and priming surfaces.
- G. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

2.5 ALUMINUM FINISHES

- A. Color Anodic Finish: AAMA 611, AA-M12C22A42/A44, Class I, 0.018 mm or thicker.
 - 1. Color: "Dark Bronze," or as selected by Architect from full range of industry colors and color densities.

2.6 SOURCE QUALITY CONTROL

- A. Structural-Sealant Glazing: Perform quality-control procedures complying with ASTM C1401 recommendations including, but not limited to, material qualification procedures, sealant testing, and fabrication reviews and checks.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, 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

- A. General: Comply with manufacturer's written instructions.
 - 1. Do not install damaged components.
 - 2. Fit joints between aluminum components to produce hairline joints free of burrs and distortion.
 - 3. Rigidly secure nonmovement joints.
 - 4. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.
 - 5. Seal joints watertight unless otherwise indicated.
- B. Metal Protection: Where aluminum will contact dissimilar materials, protect against galvanic action by painting contact surfaces with protective coating or by installing nonconductive spacers as recommended in writing by manufacturer for this purpose.
- C. Install continuous aluminum sill closure with weatherproof expansion joints and locked and sealed or welded corners. Locate weep holes at rafters.
- D. Install components to drain water passing joints, and moisture migrating within skylight to exterior.
- E. Install components plumb and true in alignment with established lines and elevations.
- F. Glazing: Install glazing as specified in Section 088000 "Glazing."
- G. Structural-Sealant Glazing:
 - 1. Prepare surfaces that will contact structural sealant according to structural-sealant manufacturer's written instructions to ensure compatibility and adhesion. Preparation includes, but is not limited to, cleaning and priming surfaces.
 - 2. Install weatherseal sealant according to weatherseal-sealant manufacturer's written instructions to produce weatherproof joints. Install joint filler behind weatherseal sealant as recommended in writing by weatherseal-sealant manufacturer.
- H. Erection Tolerances: Install metal-framed skylights to comply with the following maximum tolerances:
 - 1. Alignment: Limit offset from true alignment to 1/32 inch where surfaces about in line, edge to edge, at corners, or where a reveal or protruding element separates aligned surfaces by less than 3 inches; otherwise, limit offset to 1/8 inch.

2. Location and Plane: Limit variation from true location and plane to 1/8 inch in 12 feet but no greater than 1/2 inch over total length.

3.3 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
 1. Water-Spray Test: Before installation of interior finishes has begun, skylights shall be tested according to AAMA 501.2 and shall not evidence water penetration.
 2. Water Penetration under Static Pressure: Before installation of interior finishes has begun, areas shall be tested according to ASTM E1105.
 - a. Test Procedures: Test under uniform and cyclic static-air pressure.
 - b. Static-Air-Pressure Difference: .
 - c. Water Penetration: None.
 3. Structural-Sealant Compatibility and Adhesion: Structural sealant shall be tested according to ASTM C1401.
 - a. Destructive test method, Method A, Hand Pull Tab (Destructive) in ASTM C1401, Appendix X2, shall be used.
 - 1) A minimum of two area(s) on each skylight face shall be tested.
 - 2) Repair installation areas damaged by testing.
 4. Structural-Sealant Glazing Inspection: After installation of metal-framed skylights is complete, structural-sealant glazing shall be inspected and evaluated according to ASTM C1401 recommendations for quality-control procedures.
- B. Repair or remove work where test results and inspections indicate that it does not comply with specified requirements.
- C. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- D. Prepare test and inspection reports.

3.4 CLEANING AND PROTECTION

- A. Clean exposed surfaces immediately after installing skylights. Avoid damaging protective coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances.
- B. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.
- C. Protect skylights from contact with contaminating substances resulting from construction operations. If contaminating substances do contact skylight surfaces, remove contaminants immediately according to manufacturer's written instructions.

- D. Metal-Framed Skylight Operating System: Clean and lubricate joints and hardware. Adjust for proper operation.

END OF SECTION 086300

SECTION 087110 - DOOR HARDWARE (SCHEDULED BY NAMING PRODUCTS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:

- 1. Commercial door hardware for the following:

- a. Swinging doors.
- b. Sliding doors.
- c. Folding doors.
- d. Other doors to the extent indicated.

- 2. Cylinders for doors.
- 3. Electrified door hardware.

- B. Related Sections include the following:

- 1. Division 8 Section "Steel Doors and Frames" for astragals provided as part of a fire-rated labeled assembly and for door silencers provided as part of the frame.
- 2. Division 8 Section "Aluminum Entrances and Storefronts" for entrance door hardware, except cylinders.
- 3. Division 8 Section "Power Door Operators" for automatic door operators.

- C. Products furnished, but not installed, under this Section include the following. Coordinating, purchasing, delivering, and scheduling remain requirements of this Section.

- 1. Cylinders for locks on aluminum and glass entrance doors.
- 2. Final replacement cores, shall be Best, and keys to be installed by Owner.

1.3 DOOR HARDWARE ALLOWANCE

- A. Door Hardware Selection: Follow schedule in this section.
- B. Submittals: Coordinate and process Submittals and templates for door hardware in same manner as Submittals for other Work.
- C. Coordination: Coordinate door hardware with other Work. Furnish Shop Drawings of other Work where required or requested to coordinate installation.

1.4 SUBMITTALS

- A. Product Data: Include installation details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: Details of electrified door hardware, indicating the following:
 - 1. Wiring Diagrams: Detail wiring for power, signal, and control systems and differentiate between manufacturer-installed and field-installed wiring. Include the following:
 - a. System schematic.
 - b. Point-to-point wiring diagram.
 - c. Riser diagram.
 - d. Elevation of each door.
 - 2. Detail interface between electrified door hardware and fire alarm, access control, security, and building control system.
- C. Samples for Initial Selection: Manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available for each type of door hardware indicated.
- D. Samples: For exposed door hardware of each type indicated below, in specified finish, full size. Tag with full description for coordination with the Door Hardware Schedule. Submit samples before, or concurrent with, submission of the final Door Hardware Schedule.
 - 1. Door Hardware: See schedules:
 - 2. Samples will be returned to Contractor. Units that are acceptable and remain undamaged through submittal, review, and field comparison process may, after final check of operation, be incorporated into the Work, within limitations of keying requirements.
- E. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
 - 1. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening.
 - a. Organize door hardware sets in same order as in the Door Hardware Schedule in Part 2.
 - 2. Content: Include the following information:
 - a. Type, style, function, size, label, hand, and finish of each door hardware item.
 - b. Manufacturer of each item.
 - c. Fastenings and other pertinent information.

- d. Location of each door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
 - e. Explanation of abbreviations, symbols, and codes contained in schedule.
 - f. Mounting locations for door hardware.
 - g. Door and frame sizes and materials.
 - h. Description of each electrified door hardware function, including location, sequence of operation, and interface with other building control systems.
- 1) Sequence of Operation: Include description of component functions that occur in the following situations: authorized person wants to enter; authorized person wants to exit; unauthorized person wants to enter; unauthorized person wants to exit.
- 3. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.
- 4. Submittal Sequence: Submit initial draft of final schedule along with essential Product Data to facilitate the fabrication of other work that is critical in the Project construction schedule. Submit the final Door Hardware Schedule after Samples, Product Data, coordination with Shop Drawings of other work, delivery schedules, and similar information has been completed and accepted.
- F. Keying Schedule: Prepared by or under the supervision of supplier, detailing Owner's final keying instructions for locks. Include schematic keying diagram and index each key set to unique door designations.
- G. Product Certificates: Signed by manufacturers of electrified door hardware certifying that products furnished comply with requirements.
 - 1. Certify that door hardware approved for use on types and sizes of labeled fire doors complies with listed fire door assemblies.
- H. Qualification Data: For firms and persons specified in "Quality Assurance" Article.
 - 1. Include lists of completed projects with project names and addresses of architects and owners, and other information specified.
- I. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, indicating current products comply with requirements.
- J. Maintenance Data: For each type of door hardware to include in maintenance manuals specified in Division 1.
- K. Warranties: Special warranties specified in this Section.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed door hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Supplier Qualifications: Door hardware supplier with warehousing facilities in Project's vicinity and who is or employs a qualified Architectural Hardware Consultant, available during the course of the Work to consult with Contractor, Architect, and Owner about door hardware and keying.
 - 1. Electrified Door Hardware Supplier Qualifications: An experienced door hardware supplier who has completed projects with electrified door hardware 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, and who is acceptable to manufacturer of primary materials.
 - a. Engineering Responsibility: Prepare data for electrified door hardware, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.
 - 2. Scheduling Responsibility: Preparation of door hardware and keying schedules.
- C. Architectural Hardware Consultant Qualifications: A person who is currently certified by the Door and Hardware Institute as an Architectural Hardware Consultant and 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.
 - 1. Electrified Door Hardware Qualifications: Experienced in providing consulting services for electrified door hardware installations.
- D. Source Limitations: Obtain each type and variety of door hardware from a single manufacturer, unless otherwise indicated.
 - 1. Provide electrified door hardware from same manufacturer as mechanical door hardware, unless otherwise indicated. Manufacturers that are listed to perform electrical modifications, by a testing and inspecting agency acceptable to authorities having jurisdiction, are acceptable.
- E. Regulatory Requirements: Comply with provisions of the following:
 - 1. Where indicated to comply with accessibility requirements, comply with Americans with Disabilities Act (ADA), "Accessibility Guidelines for Buildings and Facilities (ADAAG)," as follows:
 - a. Handles, Pulls, Latches, Locks, and other Operating Devices: Shape that is easy to grasp with one hand and does not require tight grasping, tight pinching, or twisting of the wrist.
 - b. Door Closers: Comply with the following maximum opening-force requirements indicated:
 - 1) Interior Hinged Doors: 5 lbf applied perpendicular to door.
 - 2) Sliding or Folding Doors: 5 lbf applied parallel to door at latch.

- 3) Fire Doors: Minimum opening force allowable by authorities having jurisdiction.
 - c. Thresholds: Not more than 1/2 inch high. Bevel raised thresholds with a slope of not more than 1:2.
 2. NFPA 101: Comply with the following for means of egress doors:
 - a. Latches, Locks, and Exit Devices: Not more than 15 lbf to release the latch. Locks shall not require the use of a key, tool, or special knowledge for operation.
 - b. Delayed-Egress Locks: Lock releases within 15 seconds after applying a force not more than 15 lbf for not more than 3 seconds.
 - c. Door Closers: Not more than 30 lbf to set door in motion and not more than 15 lbf to open door to minimum required width.
 - d. Thresholds: Not more than 1/2 inch high.
 3. Electrified Door Hardware: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction.
- F. Fire-Rated Door Assemblies: Provide door hardware for assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to NFPA 252.
1. Test Pressure: Test at atmospheric pressure.
- G. Keying Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings." Incorporate keying conference decisions into final keying schedule after reviewing door hardware keying system including, but not limited to, the following:
1. Function of building, flow of traffic, purpose of each area, degree of security required, and plans for future expansion.
 2. Preliminary key system schematic diagram.
 3. Requirements for key control system.
 4. Address for delivery of keys.
- H. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings."
- I. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings." Review methods and procedures related to electrified door hardware including, but not limited to, the following:
1. Inspect and discuss electrical roughing-in and other preparatory work performed by other trades.
 2. Review sequence of operation for each type of electrified door hardware.
 3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 4. Review required testing, inspecting, and certifying procedures.

- J. Inventory door hardware on receipt and provide secure lock-up for door hardware delivered to Project site.
- K. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.

1.6 COORDINATION

- A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing door hardware. 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. Electrical System Roughing-in: Coordinate layout and installation of electrified door hardware with connections to power supplies, fire alarm system, and detection devices access control system, security system, and building control system.

1.7 WARRANTY

- A. General Warranty: Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Special Warranty: Written warranty, executed by manufacturer agreeing to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period. Failures include, but are not limited to, the following:
 - 1. Structural failures including excessive deflection, cracking, or breakage.
 - 2. Faulty operation of operators and door hardware.
 - 3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
- C. Warranty Period: Three years from date of Substantial Completion, unless otherwise indicated.
- D. Warranty Period for Electromagnetic Locks: Five years from date of Substantial Completion.
- E. Warranty Period for Manual Closers: 10 years from date of Substantial Completion.
- F. Warranty Period for Concealed Floor Closers: Five years from date of Substantial Completion.

1.8 MAINTENANCE SERVICE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.
- B. Maintenance Service: Beginning at Substantial Completion, provide six months' full maintenance by skilled employees of door hardware Installer. Include quarterly preventive maintenance, repair

or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper door hardware operation. Provide parts and supplies as used in the manufacture and installation of original products.

PART 2 - PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

GENERAL DOOR HARDWARE

*******The following hardware is based on the standards of the University. Supply hardware as noted or approved equals. Best cores are required on all locksets.*******

3 Hat and coat hook	IVE
Hinge	Stanley Hardware (STA)
Hinge-dbl acting	Mckinney (MCK)
Electric Hinge	Stanley Hardware (STA)
Flush bolt	Rockwood (ROC)
Automatic Flushbolt	Rockwood (ROC)
Cylinder – Mortise	Best Access Systems (BEST)
Cylinder – Rim	Best Access Systems (BEST)
Cylinder – Dummy	Best Access Systems (BEST)
Lockset	Best Access Systems (BEST)
Passage set	Best Access Systems (BEST)
Mortise privacy	Best Access Systems (BEST)
Exit device	Von Duprin, Inc. (VDI)
Exit device – electrified	Von Duprin, Inc (VDI)
Dead lock	Best Access Systems (BEST)
Electric lock	Best Access Systems (BEST)
Push Plate	Rockwood (ROC)
Pull Plate	Rockwood (ROC)
Coordinator – Bar	Rockwood (ROC)
Door closer	LCN closers (LCN)
Kick plate	Korogard textured plastic sheets (color to be selected)
	2.4 mm Mat. Korogard wall protection system (KOR)
Mop plate	Korogard textured plastic sheets (color to be selected)
	2.4 mm Mat. Korogard wall protection system (KOR)
Armor plate	Korogard textured plastic sheets (color to be selected)
	2.4 mm Mat. Korogard wall protection system (KOR)
Door frame guards	Korogard F360 48" high (color to be selected) – see drawing schedule for locations
Wall bumper	Rockwood (ROC)
Electro Magnetic holder	Security lock distributors (SLD)
Weather-stripping	National Guard Products, Inc. (NGP)
Astragal	National Guard Products, Inc. (NGP)
Door seal	National Guard Products, Inc. (NGP)
Sweep strip	National Guard Products, Inc. (NGP)
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Threshold	National Guard Products, Inc. (NGP)
Misc.	BOSCH Security Systems (BOS)
Power supply	Von Duprin, Inc. (VDI)
Card reader	HID (HID)
Silencer	Rockwood (ROC)
120v Magnetic Door Holder	Rixson

Hardware Finishes

<u>Finish</u>	<u>Finish Description</u>
26D	
32D	
<u>Finish</u>	<u>Finish Description</u>
626	Satin chromium plated nickel
689	Aluminum painted
A	
AL	Aluminum
B	
BPC	
GRAY	
MILL	
Mill	
US26D	Satin chromium plated nickel
US26D/US32D	
US32D	Satin stainless steel
White	
White	

Hardware Groups

- Non-Electrified, HM Frame
 1. OFFICE (single): 104.5, 104.6, 110.6, 110.7, 110.8, 110.9
 2. BATHROOM (single): 104.1, 104.3
 3. STORAGE (single): 104.2, 104.4, 110.11
 4. STORAGE/ELEC (pair): 111.4, 111.5
- Non-electrified, Storefront
 5. MPR (single): 112.2
 6. SKILLS LAB (pair): 111.2, 111.3
 7. INNER VESTIBULE (single): 110.2, 110.4
 8. EGRESS (single): 111.1, 112.1
- Electrified, Storefront
 9. RATED VESTIBULE (pair): 110.5
 10. OUTER VESTIBULE (single): 110.1, 110.3

GROUP #1: OFFICE (single)

<u>Qty</u>	<u>UOM</u>	<u>Manf.</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
3	EA	STA	Hinge	CB179 4-1/2x4-1/2	26D
1	EA	BEST	Lockset	9K3-7-AB-15-D-S3 x L/C Entrance	626
1	EA	ROC	Wall bumper	409	US32D
3	EA	ROC	Silencer	608	GRAY
1	EA	IVES	Hat and coat Hook	571	26D

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GROUP #2: BATHROOM (single)

<u>Qty</u>	<u>UOM</u>	<u>Manf.</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
3	EA	STA	Hinge	CB179 4-1/2x4-1/2	26D
1	EA	SCHL	Mortise privacy	B660-OS-OCC, Full Size IC x Deadbolt	626
1	EA	BEST	Lockset	9K3-7-N-15-D-S3 x Passage	626
1	EA	KOR	Kick plate	34"w 10"h	
1	EA	ROC	Wall bumper	409	US32D
3	EA	ROC	Silencer	608	

GROUP #3: STORAGE (single)

<u>Qty</u>	<u>UOM</u>	<u>Manf.</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
3	EA	STA	Hinge	CB179 4-1/2x4-1/2	26D
1	EA	BEST	Lockset	9K3-7-D-15-D-S3 x Best Preferred	626
				Patented Storeroom	
1	EA	LCN	Door closure	4040XP REG/PA DEL TBSRT	AL
1	EA	NGP	Door seal	5050Bx17'	B
3	EA	ROC	Silencer	608	GRAY

GROUP #4: STORAGE (pair)

<u>Qty</u>	<u>UOM</u>	<u>Manf.</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
3	EA	STA	Hinge	CB179 4-1/2x4-1/2	26D
1		BEST	Lockset	9K3-7-D-15-D-S3 x Best Preferred	626
				Patented Storeroom	
1		BEST	Dummy set	9K3-7-2DT-15-D-S3 x Double Dummy Trim	626
1		LCN	Door closure	4040XP REG/PA DEL TBSRT*	AL
1	EA	NGP	Door seal	5050Bx17'	B
3	EA	ROC	Silencer	608	GRAY

*Installed on active leaf

GROUP #5: MULITPURPOSE ROOM (single)

<u>Qty</u>	<u>UOM</u>	<u>Manf.</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
3	EA	STA	Hinge	CB168NPR 4-1/2x4-1/2	26D
1	EA	BEST	Cylinder – rim	12E-7-2-S2-RP Standard Rim	626
1	EA	VDI	Exit device	98L-F x 996L(#06) x 299F x 3-0	US26D
1	EA	LCN	Door closure	4040XP x CUSH x WMS	AL
1	EA	KOR	Kick plater	34" x 10"h	
1	EA	NGP	Door seal	5050Bx17'	B
3	EA	ROC	Silencer	608	GRAY

GROUP #6: SKILLS LAB (pair)

<u>Qty</u>	<u>UOM</u>	<u>Manf.</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
6	EA	STA	Hinge	CB168NPR 4-1/2x4-1/2	26D
2	EA	BEST	Cylinder – rim	12E-7-2-S2-RP Standard Rim	626 both
2	EA	VDI	Exit device	9827L X 996L(#06) X 299 X LBR X 3-0	US26D both
2	EA	LCN	Door closure	4040XP EDA 30 SHOE SUPPORT DEL TBSRT	AL both
2	EA	KOR	Kick plater	34"w x 10"h	both
2	EA	ROC	Silencer	608	

GROUP #7: INNER VESTIBULE (single)

<u>Qty</u>	<u>UOM</u>	<u>Manf.</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
3	EA	STA	Hinge	CB168NPR 4-1/2x4-1/2	26D
1	EA	VDI	Push Plate	990EO x Exit only trim plate	US26D
1	EA	VDI	Pull Trim	990NL x Night latch	US26D
1	EA	LCN	Door closure	4040XP x CUSH x WMS	AL
1	EA	KOR	Kick plater	34" x 10"h	
1	EA	NGP	Door seal	5050Bx17'	B
3	EA	ROC	Silencer	608	GRAY

GROUP #8: EGRESS (single)

<u>Qty</u>	<u>UOM</u>	<u>Manf.</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
3	EA	STA	Hinge	CB168NPR 4-1/2x4-1/2	26D
1	EA	BEST	Cylinder – rim	12E-7-2-S2-RP Standard Rim	626
1	EA	VDI	Exit device	98L-F x 996L(#06) x 299F x 3-0*	US26D
1	EA	LCN	Door closure	4040XP x CUSH x WMS	AL
1	EA	KOR	Kick plater	34" x 10"h	
1	EA	NGP	Door seal	5050Bx17'	B
3	EA	ROC	Silencer	608	

*No exterior lever trim

GROUP #9: RATED VESTIBULE (pair)

<u>Qty</u>	<u>UOM</u>	<u>Manf.</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
4	EA	STA	Hinge	CB168NPR 4-1/2x4-1/2	26D
1	EA	STA	Electric hinge	CECSCB168-18 4 1/2 X 4 1/2	US26D/Active
1	EA	STA	Electric hinge	CSCB168-18 4 1/2 X 4 1/2	US32D/Inactive
1	EA	VDI	Exit device	9827EO-F x LBR	US26D/Inactive
1	EA	VDI	Exit device electrified	9827L-F x E996L-06 x LBR x FSE	US26D/Active
2	EA	KOR	Mop plater	6"x35"	both
2	EA	KOR	Armor plater	34"x34"	both
1	EA	ROC	Wall bumper	409	US32D
1	EA	BOS	Misc	DS-160 x TP-160 REQUEST TO EXIT	white
1	EA	HID	Card reader	Signo Reader, 40NKS-00-00ETCJ	
2	EA	ROC	Silencer	608	GRAY

*Request-To-Exit and Card Access By Owner

GROUP #10: OUTER VESTIBULE (single)

<u>Qty</u>	<u>UOM</u>	<u>Manf.</u>	<u>Item Type</u>	<u>Item Series/Description</u>	<u>Finish</u>
2	EA	STA	Hinge	CB199NPR 4-1/2x4-1/2	32D
1	EA	STA	Electric hinge	CECSCB199-18 4 1/2 X 4 1/2	US32D
1	EA	BEST	Cylinder – rim	12E-7-2-S2-RP3 Standard Rim	626
1	EA	VDI	Exit device electrified	98L x E996L-R&V 24VDC 299-F 825-SN	US32D
1	EA	LCN	Door closure	4040XP x CUSH x SRT	AL
1	EA	NGP	Sweep strip	198NA x 6x3/4-TEKS x 36"	A
1	EA	NGP	Threshold	1013 x Spanner 10-24 SSMS/LA	MILL
1	EA	BOS	Misc	DS-160 x TP-160 REQUEST TO EXIT	white
1	EA	HID	Card reader	Signo Reader, 40NKS-00-00ETCJ	

Request-To-Exit and Card Reader by Owner

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Examine roughing-in for electrical power systems to verify actual locations of wiring connections before electrified door hardware installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Steel Doors and Frames: Comply with DHI A115 series.
 - 1. Surface-Applied Door Hardware: Drill and tap doors and frames according to SDI 107.
- B. Wood Doors: Comply with DHI A115-W series.

3.3 INSTALLATION

- A. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:
 - 1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
 - 2. Custom Steel Doors and Frames: DHI's "Recommended Locations for Builders' Hardware for Custom Steel Doors and Frames."
 - 3. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."
- B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.
 - 1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
 - 2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.

- C. Key Control System: Place keys on markers and hooks in key control system cabinet, as determined by final keying schedule.
- D. Boxed Power Supplies: Locate power supplies as indicated or, if not indicated, above accessible ceilings. Verify location with Architect.
 - 1. Configuration: Provide one power supply for each door opening.
 - 2. Configuration: Provide the least number of power supplies required to adequately serve doors with electrified door hardware.
- E. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants."

3.4 FIELD QUALITY CONTROL

- A. Independent Architectural Hardware Consultant: Owner will 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. Spring Hinges: Adjust to achieve positive latching when door is allowed to close freely from an open position of 30 degrees.
 - 2. Electric Strikes: Adjust horizontal and vertical alignment of keeper to properly engage lock bolt.
 - 3. Door Closers: Adjust sweep period so that, from an open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 inches (75 mm) from the latch, measured to the leading edge of the door.
- B. Six-Month Adjustment: Approximately six months after date of Substantial Completion, Installer shall perform the following:
 - 1. Examine and readjust each item of door hardware as necessary to ensure function of doors, door hardware, and electrified door hardware.
 - 2. Consult with and instruct Owner's personnel on recommended maintenance procedures.
 - 3. Replace door hardware items that have deteriorated or failed due to faulty design, materials, or installation of door hardware units.

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 door hardware is without damage or deterioration at time of Substantial Completion.

END OF SECTION 08711

SECTION 088000 - GLAZING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes glazing for the following products and applications, including those specified in other Sections where glazing requirements are specified by reference to this Section:
 - 1. Windows.
 - 2. Doors.
 - 3. Glazed curtain walls.
 - 4. Glazed entrances.
 - 5. Storefront framing.
 - 6. Skylights.
 - 7. Sloped glazing.
 - 8. One-way Vision Glass
- B. Related Sections include the following:
 - 1. Division 5 Section "Ornamental Railings" for glass panels forming guards in railings.
 - 2. Division 8 Section "All-Glass Entrances and Storefronts."
 - 3. Division 8 Section "Structural-Sealant-Glazed Curtain Walls" for structural-sealant glazing requirements.

1.3 DEFINITIONS

- A. Manufacturers of Glass Products: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.
- B. Glass Thicknesses: Indicated by thickness designations in millimeters according to ASTM C 1036.
- C. Interspace: Space between lites of an insulating-glass unit that contains dehydrated air or a specified gas.
- D. Deterioration of Coated Glass: Defects developed from normal use that are attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning coated glass contrary to manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in metallic coating.

- E. Deterioration of Insulating Glass: Failure of hermetic seal under normal use that is attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on interior surfaces of glass.
- F. Deterioration of Laminated Glass: Defects developed from normal use that are attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning laminated glass contrary to manufacturer's written instructions. Defects include edge separation, delamination materially obstructing vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Provide glazing systems capable of withstanding normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, and installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.
- B. Glass Design: Glass thickness designations indicated are minimums and are for detailing only. Confirm glass thicknesses by analyzing Project loads and in-service conditions. Provide glass lites in the thickness designations indicated for various size openings, but not less than thicknesses and in strengths (annealed or heat treated) required to meet or exceed the following criteria:
 - 1. Glass Thicknesses: Select minimum glass thicknesses to comply with ASTM E 1300, according to the following requirements:
 - a. Specified Design Wind Loads: As indicated.
 - b. Specified Design Wind Loads: As indicated, but not less than wind loads applicable to Project as required by ASCE 7 "Minimum Design Loads for Buildings and Other Structures": Section 6.0 "Wind Loads."
 - c. Design Wind Loads: Determine design wind loads applicable to Project from basic wind speed indicated in miles per hour at 33 feet above grade, according to ASCE 7, "Minimum Design Loads for Buildings and Other Structures": Section 6.5, "Method 2-Analytical Procedure," based on mean roof heights above grade indicated on Drawings.
 - 1) Basic Wind Speed: Per New York State Building Code
 - 2) Importance Factor: Per New York State Building Code
 - 3) Exposure Category: Per New York State Building Code.
 - d. Specified Design Snow Loads: As indicated, but not less than snow loads applicable to Project as required by ASCE 7, "Minimum Design Loads for Buildings and Other Structures": Section 7.0, "Snow Loads."
 - e. Probability of Breakage for Vertical Glazing: 8 lites per 1000 for lites set vertically or not more than 15 degrees off vertical and under wind action.
 - 1) Load Duration: 60 seconds or less.

- f. Probability of Breakage for Sloped Glazing: 1 lite per 1000 for lites set more than 15 degrees off vertical and under wind and snow action.
 - 1) Load Duration: 30 days.
 - g. Maximum Lateral Deflection: For the following types of glass supported on all 4 edges, provide thickness required that limits center deflection at design wind pressure to 1/50 times the short side length or 1 inch, whichever is less.
 - 1) For monolithic-glass lites heat treated to resist wind loads.
 - 2) For insulating glass.
 - 3) For laminated-glass lites.
 - h. Minimum Glass Thickness for Exterior Lites: Not less than 1".
 - i. Thickness of Tinted and Heat-Absorbing Glass: Provide the same thickness for each tint color indicated throughout Project.
- C. Thermal Movements: Provide glazing that allows for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures acting on glass framing members and glazing components. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
- 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.
- D. Thermal and Optical Performance Properties: Provide glass with performance properties specified based on manufacturer's published test data, as determined according to procedures indicated below:
- 1. For monolithic-glass lites, properties are based on units with lites 6.0 mm thick.
 - 2. For laminated-glass lites, properties are based on products of construction indicated.
 - 3. For insulating-glass units, properties are based on units with lites 6.0 mm thick and a nominal 1/2" wide interspace.
 - 4. Center-of-Glass Values: Based on using LBL-44789 WINDOW 5.0 computer program for the following methodologies:
 - a. U-Factors: NFRC 100 expressed as Btu/ sq. ft. x h x deg F.
 - b. Solar Heat Gain Coefficient: NFRC 200.
 - c. Solar Optical Properties: NFRC 300.
- E. GLAZING TYPES:
- 1. Performance Characteristics **NEW STOREFRONT EXTERIOR, (IGU-1).**
Basis of Design Guardian SunGuard Insulated SuperNeutral 68 on Crystal Gray and Clear.
 - Transmission**
 - a. Visible Light 49%
 - Reflectance**
 - b. Visible Light Out 8%
 - c. Visible Light in 11%
 - d. Argon U-Value 0.29
 - e. Shading Coefficient: 0.34

f.	SHGCC	0.30
g.	Light to Solar Gain	1.65
2. Performance Characteristics **NEW STOREFRONT INTERIOR, (S-1).**
Basis of Design Guardian SunGuard /Ultra White Low Iron Float Glass
 3. Performance Characteristics **NEW SKYLIGHT, (IGU-2).**
Basis of Design Guardian SunGuard Insulated SNX 62/27 on Crystal Gray and Clear.

Transmission		
a.	Visible Light	45%
Reflectance		
b.	Visible Light Out	8%
c.	Visible Light in	11%
d.	Argon U-Value	0.28
e.	Shading Coefficient:	0.25
f.	SHGCC	0.22
g.	Light to Solar Gain	1.99
 4. Performance Characteristics **NEW FIRE RATED INTERIOR, (S-2).**
Basis of Design PYRAN Platinum F, 90 minute rating with impact film.
 1. Thickness: 3/16" (5 mm)
 2. Film: surface-applied safety film
 3. Weight: 2.5 lbs/ft².
 4. Clear; No amber tint
 5. Visible light transmission: approximately 80 % according to test standard DIN EN 410
 6. Fire-rating: 90 minutes with hose stream test.
 7. Impact safety rating: ANSI Z97.1 (Class A) and CPSC 16CFR1201 (Cat. I and II).
 8. Manufactured by a special float process resulting in smooth surface finish
 9. Environmentally friendly glass-ceramic contains no hazardous heavy metals such as Antimony or Arsenic.
 10. Maximum sheet sizes: Approximately 51" x 99"
 11. Labelling: Permanently label each lite of PYRAN® Platinum F fire- and safety-rated glass-ceramic with product and manufacturers name, UL-mark, fire rating, etc., according to code requirements.
 12. Fire Rating: Fire rating tested and listed by UL for fire rating scheduled at opening locations on drawings, when tested in accordance with UL 9, UL 10C, UBC 7-2, UBC 7-4, NFPA 252, NFPA 257, ULC CAN4-S106 and ULC CAN4-S106.

1.5 SUBMITTALS

- A. Product Data: For each glass product and glazing material indicated.
- B. Samples: For the following products, in the form of 12-inch- square Samples for glass and of 12-inch- long Samples for sealants. Install sealant Samples between two strips of material representative in color of the adjoining framing system.
- C. Samples: For the following products, in the form of 12-inch- square Samples for glass.

1. Each color of tinted float glass.
 2. Each type of patterned glass.
 3. Coated vision glass.
 4. Ceramic glass.
 5. Each pattern and color of ceramic-coated vision glass.
 6. Wired glass.
 7. Fire-resistive glazing products.
 8. Each type of laminated glass with colored interlayer.
 9. Insulating glass for each designation indicated.
 10. For each color (except black) of exposed glazing sealant indicated.
- D. Glazing Schedule: Use same designations indicated on Drawings for glazed openings in preparing a schedule listing glass types and thicknesses for each size opening and location.
- E. Product Certificates: Signed by manufacturers of glass and glazing products certifying that products furnished comply with requirements.
1. For solar-control low-e-coated glass, provide documentation demonstrating that manufacturer of coated glass is certified by coating manufacturer.
- F. Qualification Data: For installers.
- G. Preconstruction Adhesion and Compatibility Test Report: From glazing sealant manufacturer indicating glazing sealants were tested for adhesion to glass and glazing channel substrates and for compatibility with glass and other glazing materials.
- H. Product Test Reports: For each of the following types of glazing products:
1. Tinted float glass.
 2. Coated float glass.
 3. Insulating glass.
 4. Glazing sealants.
 5. Glazing gaskets.
 6. Fire rated glass.
- I. Warranties: Special warranties specified in this Section.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed glazing similar in material, design, and extent to that indicated for this Project; whose work has resulted in glass installations with a record of successful in-service performance; and who employs glass installers for this Project who are certified under the National Glass Association Glazier Certification Program as Level 2 (Senior Glaziers) or Level 3 (Master Glaziers).
- B. Source Limitations for Glass: Obtain the following through one source from a single manufacturer for each glass type: clear float glass, coated float glass, laminated glass, and insulating glass.

- C. Source Limitations for Glass Sputter-Coated with Solar-Control Low-E Coatings: Where solar-control low-e coatings of a primary glass manufacturer that has established a certified fabricator program is specified, obtain sputter-coated solar-control low-e-coated glass in fabricated units from a manufacturer that is certified by coated-glass manufacturer.
- D. Source Limitations for Glazing Accessories: Obtain glazing accessories through one source from a single manufacturer for each product and installation method indicated.
- E. Glass Product Testing: Obtain glass test results for product test reports in "Submittals" Article from a qualified testing agency based on testing glass products.
 - 1. Glass Testing Agency Qualifications: An independent testing agency with the experience and capability to conduct the testing indicated, as documented according to ASTM E 548.
 - 2. Glass Testing Agency Qualifications: An independent testing agency accredited according to the NFRC CAP 1 Certification Agency Program.
- F. Elastomeric Glazing Sealant Product Testing: Obtain sealant test results for product test reports in "Submittals" Article from a qualified testing agency based on testing current sealant formulations within a 36-month period.
 - 1. Sealant Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated, as documented according to ASTM E 548.
 - 2. Test elastomeric glazing sealants for compliance with requirements specified by reference to ASTM C 920, and where applicable, to other standard test methods.
- G. Preconstruction Adhesion and Compatibility Testing: Submit to elastomeric glazing sealant manufacturers, for testing indicated below, samples of each glazing material type, tape sealant, gasket, glazing accessory, and glass-framing member that will contact or affect elastomeric glazing sealants:
 - 1. Use ASTM C 1087 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of glazing sealants to glass, tape sealants, gaskets, and glazing channel substrates.
 - 2. Submit not fewer than four pieces of each type of material, including joint substrates, shims, joint-sealant backings, secondary seals, and miscellaneous materials.
 - 3. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
 - 4. For materials failing tests, obtain sealant manufacturer's written instructions for corrective measures, including the use of specially formulated primers.
 - 5. Testing will not be required if elastomeric glazing sealant manufacturers submit data based on previous testing of current sealant products for adhesion to, and compatibility with, glazing materials matching those submitted.
- H. Glazing for Fire-Rated Door Assemblies: Glazing for assemblies that comply with NFPA 80 and that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire-protection ratings indicated, based on testing according to NFPA 252.
- I. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below, unless more stringent requirements are indicated. Refer to these publications for glazing terms not otherwise defined in this Section or in referenced standards.

1. GANA Publications: GANA Laminated Division's "Laminated Glass Design Guide" and GANA's "Glazing Manual."
 2. AAMA Publications: AAMA GDSG-1, "Glass Design for Sloped Glazing," and AAMA TIR-A7, "Sloped Glazing Guidelines."
 3. IGMA Publication for Sloped Glazing: IGMA TB-3001, "Sloped Glazing Guidelines."
 4. IGMA Publication for Insulating Glass: SIGMA TM-3000, "Glazing Guidelines for Sealed Insulating Glass Units."
- J. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of the following testing and inspecting agency:
1. Insulating Glass Certification Council.
 2. Associated Laboratories, Inc.
- K. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
1. Build mockups in the location and of the size indicated or, if not indicated, as directed by Architect.
 2. Build glass mockups by installing the following kinds of glass in mockups specified in Division 8 Section "Aluminum-Framed Entrances and Storefronts, Aluminum Windows, and Glazed Aluminum Curtain Walls " to match glazing systems required for Project, including glazing methods:
 - a. Heat-strengthened coated glass.
 - b. Fully tempered glass.
 - c. Spandrel glass.
 - d. Laminated glass.
 - e. Coated insulating glass.
 3. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- L. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."
- 1.7 DELIVERY, STORAGE, AND HANDLING
- A. Protect glazing materials according to manufacturer's written instructions and as needed to prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.
 - B. For insulating-glass units that will be exposed to substantial altitude changes, comply with insulating-glass manufacturers written recommendations for venting and sealing to avoid hermetic seal ruptures.
- 1.8 PROJECT CONDITIONS

- A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.
 - 1. Do not install liquid glazing sealants when ambient and substrate temperature conditions are outside limits permitted by glazing sealant manufacturer or below 40 deg F.

1.9 WARRANTY

- A. Manufacturer's Special Warranty for Coated-Glass Products: Manufacturer's standard form, made out to Owner and signed by coated-glass manufacturer agreeing to replace coated-glass units that deteriorate as defined in "Definitions" Article, f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.
 - 1. Warranty Period: 10 years from date of Substantial Completion.
- B. Manufacturer's Special Warranty on Laminated Glass: Manufacturer's standard form, made out to Owner and signed by laminated-glass manufacturer agreeing to replace laminated-glass units that deteriorate as defined in "Definitions" Article, f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.
 - 1. Warranty Period: Five years from date of Substantial Completion.
- C. Manufacturer's Special Warranty on Insulating Glass: Manufacturer's standard form, made out to Owner and signed by insulating-glass manufacturer agreeing to replace insulating-glass units that deteriorate as defined in "Definitions" Article, f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.
 - 1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.
 - 2. Products: Subject to compliance with requirements, provide one of the products specified.
 - 3. Product: Subject to compliance with requirements, provide product specified.
 - 4. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.
 - 5. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

6. Basis-of-Design Product: The design for each glazing product is based on the product named. Subject to compliance with requirements, provide either the named product or a comparable product by one of the other manufacturers specified.

2.2 GLAZING GASKETS

- A. Dense Compression Gaskets: Molded or extruded gaskets of material indicated below, complying with standards referenced with name of elastomer indicated below, and of profile and hardness required to maintain watertight seal:
 1. Neoprene, ASTM C 864.
 2. EPDM, ASTM C 864.
 3. Silicone, ASTM C 1115.
 4. Thermoplastic polyolefin rubber, ASTM C 1115.
 5. Any material indicated above.
- B. Soft Compression Gaskets: Extruded or molded, closed-cell, integral-skinned gaskets of material indicated below; complying with ASTM C 509, Type II, black; and of profile and hardness required to maintain watertight seal:
 1. Neoprene.
 2. EPDM.
 3. Silicone.
 4. Thermoplastic polyolefin rubber.
 5. Any material indicated above.
- C. Lock-Strip Gaskets: Neoprene extrusions in size and shape indicated, fabricated into frames with molded corner units and zipper lock-strips, complying with ASTM C 542, black.

2.3 GLAZING SEALANTS

- A. General: Provide products of type indicated, complying with the following requirements:
 1. Compatibility: Select glazing sealants that are compatible with one another and with other materials they will contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
 2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
 3. Colors of Exposed Glazing Sealants: As selected by Architect from manufacturer's full range.
- B. Elastomeric Glazing Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
 1. Single-Component Neutral-Curing Silicone Glazing Sealants GS:-

a. Products:

- 1) Dow Corning Corporation; 790.
- 2) GE Silicones; SilPruf LM SCS2700.
- 3) Tremco; Spectrem 1 (Basic).
- 4) GE Silicones; SilPruf SCS2000.
- 5) Sonneborn, Div. of ChemRex, Inc.; Omniseal.
- 6) Tremco; Spectrem 3.

b. Type and Grade: S (single component) and NS (nonsag).

c. Class: 100/50.

d. Use Related to Exposure: NT (nontraffic).

C. Glazing Sealants for Fire-Resistive Glazing Products: Identical to products used in test assemblies to obtain fire-protection rating.

2.4 GLAZING TAPES

A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based elastomeric tape with a solids content of 100 percent; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; packaged on rolls with a release paper backing; and complying with ASTM C 1281 and AAMA 800 for products indicated below:

1. AAMA 804.3 tape, where indicated.
2. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.
3. AAMA 807.3 tape, for glazing applications in which tape is not subject to continuous pressure.

B. Expanded Cellular Glazing Tapes: Closed-cell, PVC foam tapes; factory coated with adhesive on both surfaces; packaged on rolls with release liner protecting adhesive; and complying with AAMA 800 for the following types:

1. Type 1, for glazing applications in which tape acts as the primary sealant.
2. Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.

2.5 MISCELLANEOUS GLAZING MATERIALS

A. General: Provide products of material, size, and shape complying with referenced glazing standard, requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.

B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.

C. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.

- D. Spacers: Elastomeric blocks or continuous extrusions with a Shore, Type A durometer hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
- E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).
- F. Cylindrical Glazing Sealant Backing: ASTM C 1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.
- G. Perimeter Insulation for Fire-Resistive Glazing: Identical to product used in test assembly to obtain fire-resistance rating.

2.6 FABRICATION OF GLAZING UNITS

- A. Fabricate glazing units in sizes required to glaze openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.
- B. Clean-cut or flat-grind vertical edges of butt-glazed monolithic lites in a manner that produces square edges with slight kerfs at junctions with outdoor and indoor faces.
- C. Grind smooth and polish exposed glass edges and corners.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine framing glazing, with Installer present, for compliance with the following:
 - 1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
 - 2. Presence and functioning of weep system.
 - 3. Minimum required face or edge clearances.
 - 4. Effective sealing between joints of glass-framing members.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.

3.3 GLAZING, GENERAL

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Glazing channel dimensions, as indicated on Drawings, provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances. Adjust as required by Project conditions during installation.
- C. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.
- D. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction sealant-substrate testing.
- E. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- F. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- G. Provide spacers for glass lites where length plus width is larger than 50 inches as follows:
 - 1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.
 - 2. Provide 1/8-inch minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.
- H. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.
- I. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.
- J. Where wedge-shaped gaskets are driven into one side of channel to pressurize sealant or gasket on opposite side, provide adequate anchorage so gasket cannot walk out when installation is subjected to movement.
- K. Square cut wedge-shaped gaskets at corners and install gaskets in a manner recommended by gasket manufacturer to prevent corners from pulling away; seal corner joints and butt joints with sealant recommended by gasket manufacturer.

3.4 TAPE GLAZING

- A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.

- B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
- C. Cover vertical framing joints by applying tapes to heads and sills first and then to jambs. Cover horizontal framing joints by applying tapes to jambs and then to heads and sills.
- D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
- E. Do not remove release paper from tape until just before each glazing unit is installed.
- F. Apply heel bead of elastomeric sealant.
- G. Center glass lites in openings on setting blocks and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.
- H. Apply cap bead of elastomeric sealant over exposed edge of tape.

3.5 GASKET GLAZING (DRY)

- A. Fabricate compression gaskets in lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.
- B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.
- C. Center glass lites in openings on setting blocks and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
- D. Install gaskets so they protrude past face of glazing stops.

3.6 SEALANT GLAZING (WET)

- A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.
- B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.
- C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

3.7 LOCK-STRIP GASKET GLAZING

- A. Comply with ASTM C 716 and gasket manufacturer's written instructions. Provide supplementary wet seal and weep system, unless otherwise indicated.

3.8 CLEANING AND PROTECTION

- A. Protect exterior glass from damage immediately after installation by attaching crossed streamers to framing held away from glass. Do not apply markers to glass surface. Remove nonpermanent labels, and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations, including weld splatter. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended by glass manufacturer.
- C. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains; remove as recommended in writing by glass manufacturer.
- D. Remove and replace glass that is broken, chipped, cracked, or abraded or that is damaged from natural causes, accidents, and vandalism, during construction period.
- E. Wash glass on both exposed surfaces in each area of Project not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended in writing by glass manufacturer.

END OF SECTION 08800

SECTION 092900 - GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Interior gypsum board.
2. Exterior gypsum board for ceilings and soffits.
3. Tile backing panels.
4. Texture finishes.

1.2 ACTION SUBMITTALS

A. Product Data: For the following:

1. Gypsum wallboard.
2. Gypsum board, Type X.
3. Flexible gypsum board.
4. Gypsum ceiling board.
5. Foil-backed gypsum board.
6. Abuse-resistant gypsum board.
7. Impact-resistant gypsum board.
8. Mold-resistant gypsum board.
9. Gypsum board, Type C.
10. Glass-mat interior gypsum board.
11. Acoustically enhanced gypsum board.
12. Skim-coated gypsum board.
13. Exterior gypsum soffit board.
14. Glass-mat gypsum sheathing board.
15. Glass-mat, water-resistant backing board.
16. Cementitious backer units.
17. Water-resistant gypsum backing board.
18. Interior trim.
19. Exterior trim.
20. Aluminum trim.
21. Joint treatment materials.
22. Laminating adhesive.
23. Sound-attenuation blankets.
24. Acoustical sealant.
25. Textured finishes.

B. Shop Drawings: Show locations and installation of control and expansion joints, including plans, elevations, sections, details of components, and attachments to other work.

C. Samples: For the following products:

1. Trim Accessories: Full-size Sample in 12-inch-long length for each trim accessory indicated.
 2. Textured Finishes: Manufacturer's standard size for each textured finish indicated and on same backing indicated for Work.
- D. Samples for Initial Selection: For each type of trim accessory and textured finish indicated.
- E. Samples for Verification: For the following products:
1. Trim Accessories: Full-size Sample in 12-inch-long length for each trim accessory indicated.
 2. Textured Finishes: Manufacturer's standard size for each textured finish indicated and on same backing indicated for Work.

1.3 MOCKUPS

- A. Build mockups of at least 100 sq. ft. in surface area to demonstrate aesthetic effects and to set quality standards for materials and execution.
1. Build mockups for the following:
 - a. Each level of gypsum board finish indicated for use in exposed locations.
 - b. Each texture finish indicated.
 2. Apply or install final decoration indicated, including painting and wallcoverings, on exposed surfaces for review of mockups.
 3. Simulate finished lighting conditions for review of mockups.
 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.5 FIELD CONDITIONS

- A. Environmental Limitations: Comply with ASTM 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.

2.2 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated in accordance with ASTM E119 by an independent testing agency.

2.3 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.

2.4 INTERIOR GYPSUM BOARD

- A. Gypsum Wallboard: ASTM C1396/C1396M.
 - 1. Thickness: 1/2 inch.
 - 2. Long Edges: Tapered.
- B. Gypsum Board, Type X: ASTM C1396/C1396M.
 - 1. Thickness: 5/8 inch.
 - 2. Long Edges: Tapered.
- C. Gypsum Ceiling Board: ASTM C1396/C1396M.
 - 1. Thickness: 1/2 inch.
 - 2. Long Edges: Tapered.

2.5 SPECIALTY GYPSUM BOARD

2.6 EXTERIOR GYPSUM BOARD FOR CEILINGS AND SOFFITS

- A. Exterior Gypsum Soffit Board: ASTM C1396/C1396M, with manufacturer's standard edges.
 - 1. Core: 1/2 inch, regular type.

2.7 TILE BACKING PANELS

- A. Glass-Mat, Water-Resistant Backing Board: ASTM C1178/C1178M, with manufacturer's standard edges.
 - 1. Core: 1/2 inch, regular type.
 - 2. Mold Resistance: ASTM D3273, score of 10 as rated in accordance with ASTM D3274.

- B. Cementitious Backer Units: ANSI A118.9 and ASTM C1288 or ASTM C1325, with manufacturer's standard edges.
 - 1. Thickness: 1/2 inch
 - 2. Mold Resistance: ASTM D3273, score of 10 as rated in accordance with ASTM D3274.
- C. Water-Resistant Gypsum Backing Board: ASTM C1396/C1396M, with manufacturer's standard edges.
 - 1. Core: 1/2 inch, regular type.

2.8 TRIM ACCESSORIES

- A. Interior Trim: ASTM C1047.
 - 1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet.
 - 2. Shapes:
 - a. Cornerbead.
 - b. Bullnose bead.
 - c. LC-Bead: J-shaped; exposed long flange receives joint compound.
 - d. L-Bead: L-shaped; exposed long flange receives joint compound.
 - e. U-Bead: J-shaped; exposed short flange does not receive joint compound.
 - f. Expansion (control) joint.
 - g. Curved-Edge Cornerbead: With notched or flexible flanges.
- B. Exterior Trim: ASTM C1047.
 - 1. Material: Hot-dip galvanized-steel sheet, plastic, or rolled zinc.
 - 2. Shapes:
 - a. Cornerbead.
 - b. LC-Bead: J-shaped; exposed long flange receives joint compound.
 - c. Expansion (Control) Joint: One-piece, rolled zinc with V-shaped slot and removable strip covering slot opening.

2.9 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C475/C475M.
- B. Joint Tape:
 - 1. Interior Gypsum Board: Paper.
 - 2. Exterior Gypsum Soffit Board: Paper.
 - 3. Glass-Mat Gypsum Sheathing Board: 10-by-10 glass mesh.
 - 4. Tile Backing Panels: As recommended by panel manufacturer.
- C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.

1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping drying-type, all-purpose compound.
 - a. Use setting-type compound for installing paper-faced metal trim accessories.
 3. Fill Coat: For second coat, use drying-type, all-purpose compound.
 4. Finish Coat: For third coat, use setting-type, sandable topping compound.
 5. Skim Coat: For final coat of Level 5 finish, use setting-type, sandable topping compound.
- D. Joint Compound for Exterior Applications:
1. Exterior Gypsum Soffit Board: Use setting-type taping compound and setting-type, sandable topping compound.
 2. Glass-Mat Gypsum Sheathing Board: As recommended by sheathing board manufacturer.
- E. Joint Compound for Tile Backing Panels:
1. Glass-Mat, Water-Resistant Backing Panel: As recommended by backing panel manufacturer.
 2. Cementitious Backer Units: As recommended by backer unit manufacturer.
 3. Water-Resistant Gypsum Backing Board: Use setting-type taping compound and setting-type, sandable topping compound.

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 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. 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-wide joints to install sealant.
- G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch-wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- H. 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 EXTERIOR GYPSUM PANELS FOR CEILINGS AND SOFFITS

- A. Apply panels perpendicular to supports, with end joints staggered and located over supports.
 - 1. Install with 1/4-inch open space where panels abut other construction or structural penetrations.
 - 2. Fasten with corrosion-resistant screws.

3.4 INSTALLATION OF TILE BACKING PANELS

- A. Glass-Mat, Water-Resistant Backing Panels: Comply with manufacturer's written installation instructions and install at locations indicated to receive tile. Install with 1/4-inch gap where panels abut other construction or penetrations.
- B. Cementitious Backer Units: ANSI A108.11, at locations indicated to receive tile.
- C. Water-Resistant Backing Board: Install where indicated with 1/4-inch gap where panels abut other construction or penetrations.
- D. Where tile backing panels abut other types of panels in same plane, shim surfaces to produce a uniform plane across panel surfaces.

3.5 INSTALLATION OF TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Control Joints: Install control joints at locations indicated on Drawings.
- C. Interior Trim: Install in the following locations:
 - 1. Cornerbead: Use at outside corners.
 - 2. L-Bead: Use where indicated on Drawings.
- D. Exterior Trim: Install in the following locations:
 - 1. Cornerbead: Use at outside corners.
 - 2. LC-Bead: Use at exposed panel edges.
- E. Aluminum Trim: Install in locations indicated on Drawings.

3.6 FINISHING OF GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and in accordance with ASTM C840:
 - 1. Level 4: .
 - a. Primer and its application to surfaces are specified in Section 099123 "Interior Painting."
- E. Glass-Mat Gypsum Sheathing Board: Finish according to manufacturer's written instructions for use as exposed soffit board.
- F. Glass-Mat Faced Panels: Finish according to manufacturer's written instructions.
- G. Cementitious Backer Units: Finish according to manufacturer's written instructions.

3.7 PROTECTION

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.

- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

SECTION 093000 - TILING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Porcelain tile.
2. Stone thresholds.
3. Waterproof membrane.
4. Tile backing panels.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples:

1. Each type and composition of tile and for each color and finish required.
2. Assembled samples, with grouted joints, for each type and composition of tile and for each color and finish required.
3. Stone thresholds in 6-inch lengths.

1.3 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match and are from same production runs as products installed and that are packaged with protective covering and identified with labels describing contents.

1.4 Tile and Trim Units: Furnish quantity of full-size units equal to 3 percent of amount installed for each type, composition, color, pattern, and size indicated. QUALITY ASSURANCE

A. Installer Qualifications:

1. Installer employs at least one installer for Project that has completed the Advanced Certification for Tile Installers (ACT) certification for installation of mud floors mud walls membranes shower receptors and large format tile.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use. Comply with requirements in ANSI A137.1 for labeling tile packages.

B. Store tile and cementitious materials on elevated platforms, under cover, and in a dry location.

- C. Store aggregates where grading and other required characteristics can be maintained and contamination can be avoided.
- D. Store liquid materials in unopened containers and protected from freezing.

1.6 FIELD CONDITIONS

- A. Environmental Limitations: Do not install tile until construction in spaces is complete and ambient temperature and humidity conditions are maintained at the levels indicated in referenced standards and manufacturer's written instructions.

1.7 WARRANTY

- A. System Warranty: Manufacturer's non-prorated comprehensive warranty that agrees to repair and replace defective installation areas, material, and labor that fail under normal usage within specified warranty period.

- 1. Warranty Period: 10 years from date of Product Purchase.

PART 2 - PRODUCTS

2.1 TILE PRODUCTS

- A. ANSI Ceramic Tile Standard: Provide Standard grade tile that complies with ANSI A137.1 for types, compositions, and other characteristics indicated.
- B. Low-Emitting Materials: Tile flooring systems shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- C. Tile Type: W TILE 1 & W TILE 2

See Editing Instruction No. 1 in the Evaluations for cautions about naming manufacturers. Retain one of first two subparagraphs and list of manufacturers below. See Section 016000 "Product Requirements."

- 1. Basis-of-Design Product: Subject to compliance with requirements, provide Crossville: Portugal (Basis of Design) or comparable product by one of the following:
 - a. Crossville, Inc.
 - b. Daltile
 - c. American Olean; Division of Dal-Tile International Inc.
 - 2. Composition: Color body porcelain.
 - 3. Module Size: W TILE 1: 12x24 inches; W TILE 2 and BASE 1: 6x12 inches
 - 4. Thickness: 3/8 inch.
 - 5. Surface: Slip-resistant
 - 6. Finish: FeatherSoft
 - 7. Tile Color and Pattern: As selected by project coordinator from manufacturer's full range.

8. Grout Color: As selected by Project Coordinator from manufacturer's full range.
9. Trim Units: Coordinated with sizes and coursing of adjoining flat tile where applicable. Provide shapes as follows, selected from manufacturer's standard shapes:
 - a. Base Cove: 6x12 cove base to match floor tile

D. Tile Type: W TILE 1

See Editing Instruction No. 1 in the Evaluations for cautions about naming manufacturers. Retain one of first two subparagraphs and list of manufacturers below. See Section 016000 "Product Requirements."

1. Basis-of-Design Product: Subject to compliance with requirements, provide Crossville: Portugal or comparable product by one of the following:
 - a. Crossville, Inc.
 - b. Daltile
 - c. American Olean; Division of Dal-Tile International Inc.
2. Composition: Color body porcelain.
3. Module Size: 12x24 inches
4. Thickness: 3/8 inch
5. Finish: FeatherSoft
6. Tile Color and Pattern: As selected by project coordinator from manufacturer's full range.
7. Grout Color: As selected by Project Coordinator from manufacturer's full range.
8. Trim Units: Coordinated with sizes and coursing of adjoining flat tile where applicable. Provide shapes as follows, selected from manufacturer's standard shapes:

2.2 SETTING MATERIALS

A. Latex-Portland Cement Mortar (Thin Set): ANSI A118.4.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
2. Basis-of-Design Product: Subject to compliance with requirements, provide comparable product by one of the following:
 - a. Custom Building Products.
 - b. Laticrete International, Inc.
 - c. MAPEI Corporation.
 - d. Mer-Kote Products, Inc.
 - e. Summitville Tiles, Inc.
 - f. TEC; a subsidiary of H. B. Fuller Company.
3. Prepackaged, dry-mortar mix to which only water must be added.
4. Prepackaged, dry-mortar mix combined with liquid-latex additive.
5. For wall applications, provide no sagging mortar.

B. Large & Heavy Tile / Medium-Bed, Modified Dry-Set Mortar: For use with tile having an edge 15" or greater as well as mosaic tile installations adjacent to these. Comply with requirements in ANSI A118.4. Provide product that is approved by manufacturer for application thickness of 1/8" up to 5/8".

1. **Manufacturers:** Basis of Design Product: Subject to compliance with requirements, provide Ardex S28 or comparable product by one of the following:
 - a. Custom Building Products.
 - b. Laticrete International, Inc.
 - c. MAPEI Corporation.
 - d. Mer-Kote Products, Inc.
 - e. Summitville Tiles, Inc.
 - f. TEC; a subsidiary of H. B. Fuller Company.
 2. Provide prepackaged, dry-mortar mix containing dry, redispersible, vinyl acetate or acrylic additive to which only water must be added at Project site.
- C. Portland Cement Based Pre-Tile Ramping Mortar
1. General: provide as an underlayment and pre-ramping mortar.
 2. Manufacturers: Basis of Design Product: Subject to compliance with requirements provide: Ardex SD-P or comparable product by one of the following:
 - a. Custom Building Products.
 - b. Laticrete International, Inc.
 - c. MAPEI Corporation.
 - d. Mer-Kote Products, Inc.
 - e. Summitville Tiles, Inc.
 - f. TEC; a subsidiary of H. B. Fuller Company.
 3. Performance and Physical Properties: Meet or exceed the following values for material cured at 70° F+/-3°F (21° C+/-3°C) and 50% +/-5% relative humidity:
 - a. Application: Trowel
 - b. Initial Set Time: 30-45 minutes
 - c. Final Set Time: 90 minutes
- D. Portland Cement Mortar (Thickset) Installation Materials: ANSI A108.02.
1. Cleavage/Waterproofing Membrane: Polyethylene sheeting, ASTM D 4397, 4.0 mils thick. Provide Waterproofing flashing at all corners, wall to floor transitions, floor drain clamps, etc. to create a complete waterproof assembly.
 2. Reinforcing Wire Fabric: Galvanized, welded-wire fabric, 2 by 2 inches by 0.062-inch diameter; comply with ASTM A 185/A 185M and ASTM A 82/A 82M, except for minimum wire size.
 3. Expanded Metal Lath: Diamond-mesh lath complying with ASTM C 847.
 - a. Base Metal and Finish for Interior Applications: Uncoated or zinc-coated (galvanized) steel sheet, with uncoated steel sheet painted after fabrication into lath.
 - b. Configuration over Solid Surfaces: Self-furring.
 - c. Weight: 2.5 lb/sq. yd.
 4. Latex Additive: Manufacturer's standard water emulsion, serving as replacement for part or all of gaging water, of type specifically recommended by latex-additive manufacturer for use with field-mixed portland cement and aggregate mortar bed.

2.3 GROUT MATERIALS

- A. Sand-Portland Cement Grout: ANSI A108.10.

B. Standard Cement Grout: ANSI A118.6.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
2. Basis-of-Design Product: Subject to compliance with requirements, provide comparable product by one of the following:
 - a. Boiardi Products; a QEP company.
 - b. Bonsal American; an Oldcastle company.
 - c. Bostik, Inc.
 - d. C-Cure.
 - e. Custom Building Products.
 - f. Jamo Inc.
 - g. Laticrete International, Inc.
 - h. MAPEI Corporation.
 - i. Southern Grouts & Mortars, Inc.
 - j. Summitville Tiles, Inc.
 - k. TEC; a subsidiary of H. B. Fuller Company.

2.4 COMBINATION WATERPROOFING/UNCOUPLING MEMBRANE

A. Fluid-Applied Membrane: Liquid-latex rubber or elastomeric polymer.

Manufacturers: Subject to compliance with requirements, provide products by one of the following:

- a) Custom Building Products.
 - b) LATICRETE SUPERCAP, LLC.
 - c) MAPEI Corporation.
2. Seams: At all seams, floor to wall transitions, floor drain transitions, shower receptor transitions and other transitions provide manufacturer's approved faced polyethylene sheet waterproofing/flashing, joined to waterproofing membrane as specified by manufacturer to create a complete sealed waterproof system. At all bathrooms / toilet rooms waterproof flashing shall continue up the face of the wall for a minimum of 6".
 3. Flood testing: Flood test all bathroom floors after installation of waterproofing system and prior to installation of floor tile.

2.5 THRESHOLDS

A. General: Fabricate to sizes and profiles indicated or required to provide transition between adjacent floor finishes.

1. Bevel edges at 1:2 slope, with lower edge of bevel aligned with or up to 1/16 inch above adjacent floor surface. Finish bevel to match top surface of threshold. Limit height of threshold to 1/2 inch or less above adjacent floor surface.

B. Marble Thresholds: ASTM C 503/C 503M, with a minimum abrasion resistance of 10 according to ASTM C 1353 or ASTM C 241/C 241M and with honed finish.

1. Description: Uniform, fine- to medium-grained white stone with gray veining.

2.6 MISCELLANEOUS MATERIALS

- A. Tile over Tile Primer: a water-based primer engineered to deliver superior adhesion on a variety of substrates where proper bonding is difficult. Specially formulated to promote mechanical adhesion on non-porous substrates.
- B. Trowel able Underlayment and Patching Compounds: Latex-modified, Portland cement-based formulation provided or approved by manufacturer of tile-setting materials for installations indicated.
- C. Tile Cleaner: A neutral cleaner capable of removing soil and residue without harming tile and grout surfaces, specifically approved for materials and installations indicated by tile and grout manufacturers.
- D. Caulking/ Sealants: Manufacturer approved product to be used at cracks in concrete slab or as required at material transitions.
- E. Floor Sealer: Manufacturer's standard product for sealing grout joints and that does not change color or appearance of grout.
 - 1. **Manufacturers:** Subject to compliance with requirements, provide products by one of the following:
 - a. **Custom Building Products,**
 - b. **TEC; H.B. Fuller Construction Products Inc,**

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions where tile will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of installed tile.
 - 1. Verify that substrates for setting tile are firm, dry, clean, free of coatings that are incompatible with tile-setting materials including curing compounds and other substances that contain soap, wax, oil, or silicone; and comply with flatness tolerances required by ANSI A108.01 for installations indicated.

3.2 PREPARATION

- A. Fill cracks, holes, and depressions in concrete substrates for tile floors installed with adhesives or thin-set mortar with trowelable leveling and patching compound specifically recommended by tile-setting material manufacturer.
- B. At all bathroom floors prepare substrates to receive waterproofing by applying a mortar bed that complies with ANSI A108.1A and is sloped 1/4 inch per foot toward drains.

- C. Blending: For tile exhibiting color variations, use factory blended tile or blend tiles at Project site before installing.
- D. Field-Applied Temporary Protective Coating: If indicated under tile type or needed to prevent grout from staining or adhering to exposed tile surfaces, precoat them with continuous film of temporary protective coating, taking care not to coat unexposed tile surfaces.

3.3 INSTALLATION

A. INSTALLATION OF WATERPROOF MEMBRANE

- 1. Install waterproof membrane to comply with ANSI A108.13 and manufacturer's written instructions to produce waterproof membrane of uniform thickness that is bonded securely to substrate.
- 2. Allow waterproof membrane to cure and verify by testing that it is watertight before installing tile or setting materials over it.

B. Comply with TCA's "Handbook for Ceramic Tile Installation" for TCA installation methods specified in tile installation schedules. Comply with parts of the ANSI A108 Series "Specifications for Installation of Ceramic Tile" that are referenced in TCA installation methods, specified in tile installation schedules, and apply to types of setting and grouting materials used.

- 1. For the following installations, follow procedures in the ANSI A108 Series of tile installation standards for providing 95 percent mortar coverage:
 - a. Tile floors in wet areas.
 - b. Tile floors composed of tiles 8 by 8 inches or larger.
 - c. Tile floors composed of rib-backed tiles.

C. Extend tile work into recesses and under or behind equipment and fixtures to form complete covering without interruptions unless otherwise indicated. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.

D. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.

E. Provide manufacturer's standard trim shapes where necessary to eliminate exposed tile edges.

F. Jointing Pattern: Lay tile in grid pattern unless otherwise indicated. Lay out tile work and center tile fields in both directions in each space or on each wall area. Lay out tile work to minimize the use of pieces that are less than half of a tile. Provide uniform joint widths unless otherwise indicated.

G. Joint Widths: Unless otherwise indicated, install tile with the following joint widths:

- 1. Porcelain Tile: 1/16 inch.

H. Lay out tile wainscots to dimensions indicated or to next full tile beyond dimensions indicated.

- I. Expansion Joints: Provide expansion joints and other sealant-filled joints, including control, contraction, and isolation joints, where indicated. Form joints during installation of setting materials, mortar beds, and tile. Do not saw-cut joints after installing tiles.
 - 1. Where joints occur in concrete substrates, locate joints in tile surfaces directly above them.
 - 2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."
 - J. Stone Thresholds: Install stone thresholds in same type of setting bed as adjacent floor unless otherwise indicated.
 - 1. At locations where mortar bed (thickset) would otherwise be exposed above adjacent floor finishes, set thresholds in latex-portland cement mortar (thin set).
- 3.4 Grout Sealer: Apply grout sealer to cementitious grout joints in tile floors according to grout-sealer manufacturer's written instructions. As soon as grout sealer has penetrated grout joints, remove excess sealer and sealer from tile faces by wiping with soft cloth. ADJUSTING AND CLEANING
- A. Remove and replace tile that is damaged or that does not match adjoining tile. Provide new matching units, installed as specified and in a manner to eliminate evidence of replacement.
 - B. Cleaning: On completion of placement and grouting, clean all ceramic tile surfaces so they are free of foreign matter.
 - 1. Remove grout residue from tile as soon as possible.
 - 2. Clean grout smears and haze from tile in accordance with tile and grout manufacturer's written instructions. Use only cleaners recommended by tile and grout manufacturers and only after determining that cleaners are safe to use by testing on samples of tile and other surfaces to be cleaned. Protect metal surfaces and plumbing fixtures from effects of cleaning. Flush surfaces with clean water before and after cleaning.
- 3.5 PROTECTION
- A. Protect installed tile work with kraft paper or other heavy covering during construction period to prevent staining, damage, and wear. If recommended by tile manufacturer, apply coat of neutral protective cleaner to completed tile walls and floors.
 - B. Prohibit foot and wheel traffic from tiled floors for at least seven days after grouting is completed.
 - C. Before final inspection, remove protective coverings and rinse neutral protective cleaner from tile surfaces.

END OF SECTION 093000

SECTION 095113 - ACOUSTICAL PANEL CEILINGS**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section includes acoustical panels and exposed suspension systems for ceilings.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Sustainability Submittals:
 - 1. Product Data for Credit MR 4: For products having recycled content, documentation indicating percentages by weight of postconsumer and preconsumer recycled content. Include statement indicating costs for each product having recycled content.
 - 2. Laboratory Test Reports for Credit EQ 4: For ceiling systems, documentation indicating that products comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- C. Samples: For each exposed product and for each color and texture specified.

1.3 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Evaluation reports.
- C. Field quality-control reports.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to NVLAP.

PART 2 - PRODUCTS**2.1 PERFORMANCE REQUIREMENTS**

- A. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Flame-Spread Index: Comply with ASTM E 1264 for Class A materials.
 - 2. Smoke-Developed Index: 50 or less.

2.2 ACOUSTICAL PANEL CEILINGS, GENERAL

- A. Low-Emitting Materials: Acoustical panel ceilings shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- B. Recycled Content: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.
- C. Acoustical Panel Standard: Comply with ASTM E 1264.
- D. Metal Suspension System Standard: Comply with ASTM C 635.
- E. Attachment Devices: Size for five times the design load indicated in ASTM C 635, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.

2.3 ACOUSTICAL PANELS

- A. Basis-of-Design Product:
 - 1. Suspended Lay-in: Mars Clima Plus, 24 x 24, SLT Edge, USG Interiors, Inc. (Subsidiary of USG Corporation)
- B. Subject to compliance with requirements, provide or comparable product by one of the following:
 - 1. Armstrong World Industries, Inc.
 - 2. CertainTeed Corp.
 - 3. Chicago Metallic Corporation.
 - 4. USG Corporation.
- C. Color: White.

2.4 METAL SUSPENSION SYSTEM

- A. Subject to compliance with requirements, provide comparable product by one of the following:
 - 1. Armstrong World Industries, Inc.
 - 2. CertainTeed Corp.

3. Chicago Metallic Corporation.
 4. USG Interiors, Inc.; Subsidiary of USG Corporation.
- B. Narrow-Face, Capped, Double-Web, Steel Suspension System: Main and cross runners roll formed from cold-rolled steel sheet; prepainted, electrolytically zinc coated, or hot-dip galvanized according to ASTM A 653/A 653M, not less than G30 coating designation; with prefinished 9/16-inch- wide metal caps on flanges.
1. Structural Classification: Intermediate-duty system.
 2. End Condition of Cross Runners: Override (stepped) or butt-edge type.
 3. Face Design: Flat, flush.
 4. Cap Material: Steel cold-rolled sheet.
 5. Cap Finish: Painted white.
- C. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that comply with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension-system runners.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install acoustical panel ceilings to comply with ASTM C 636/C 636M and seismic design requirements indicated, according to manufacturer's written instructions and Cisca's "Ceiling Systems Handbook."
- B. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders, and comply with layout shown on reflected ceiling plans.
1. Arrange directionally patterned acoustical panels as indicated on reflected ceiling plans.

END OF SECTION 095113

Section 095423 - Linear Laminate / Metal Ceiling System**PART 1 GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY**A. Section Includes:**

1. Un-perforated linear laminate / metal ceiling panels
2. Acoustical backing.
3. Suspension assemblies
4. Accessories; provide other necessary items including devices for attachment overhead construction, secondary members, splines, splices, connecting clips, wall connectors, wall angles required for a complete installation.
5. Supplemental support framing: Provide fully engineered secondary framing as required to meet code, conforming to layout shown in drawings, to support direct-hung metal ceilings suspension system.
6. Coordinate layout and installation of items penetrating or being installed in ceiling systems with responsible trades.

B. Related Sections / Work:

1. Sections 05 40 00 – Cold-Formed metal Framing
2. Sections 09 20 00 – Plaster and Gypsum Board
3. Sections 09 50 00 – Acoustical Ceilings
4. Sections 09 90 00 – Paintings and Coatings
5. Division 23 – Heating, Ventilating and Air Conditioning
6. Division 26 - Electrical

C. Alternates (Substitutions):

1. Prior approval: unless otherwise provided for in the contract documents, proposed product substitutions may be submitted no later than 10 working days prior to the date established for receipt of bids. Approval of a proposed substitution is contingent upon the Architect's review of the proposal for acceptability. Approved products will be set forth by addenda. If substitute products have not been approved by addenda, but are included in a bid and subsequently rejected, the specified products shall be provided without additional compensation.
2. Submittals which do not provide adequate data for the product evaluation will not be considered. The proposed substitution must meet the requirements for this section, including but not necessarily limited to the following: single source materials supplier (specified in Section 1.5); panel design,

size, composition, color and finish; suspension system component profiles and sizes; and compliance with the referenced standards

D. This Section covers the general requirements only for acoustical laminate / metal ceilings as shown on the drawings. The supplying and installation of additional accessory features and other items not specifically mentioned herein, but which are necessary to make a complete installation shall also be included or clarified accordingly.

1.3 REFERENCES

A. American Society for Testing and Materials (ASTM)

1. A641 - "Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire"
2. A653 - "Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc- Iron Alloy Coated (Galvannealed) by the Hot-Dip process"
3. B209 - "Standard Specification for Aluminum and Aluminum Alloy Sheet and Plate"
4. B633 - "Standard Specification for Electrodeposited Coatings of Zinc on Iron or Steel"
5. C423 - "Sound Absorption and Sound Absorption Coefficients by Reverberation Room Method"
6. C635 - "Standard Specification for Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings"
7. C636 - "Recommended Practice for Installation of Metal Ceiling Suspensions Systems for Acoustical and Lay-in Panels"
8. D1002 - "Practice for Adhesion Resistance"
9. D1044 - "Practice for Abrasion Resistance"
10. D1876 – "Peel Resistance of Adhesives"
11. E84 - "Standard Test Method for Surface Burning Characteristics of Building Materials"
12. E488 - "Standard Test Methods for Strength of Anchors in Concrete and Masonry Elements"
13. E580 - "Standard Practice for Application of Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels in Areas Requiring Moderate Seismic Restraint"
14. E795 - "Standard Practices for Mounting Test Specimens during Sound Absorption Tests"
15. E1190 - "Standard Test Methods for Strength of Power Actuated Fasteners Installed in Structural Members"
16. E1264 - "Classification for Acoustical Ceiling Products"
17. E1477 - "Standard Test Method for Luminous Reflectance factor of Acoustical Materials by use of Integrating-Sphere Reflectometers"

B. National Electrical Manufacturers Association (NEMA) Standard 11-14-95 for Chemical Resistance.

C. Ceiling & Interior Systems Construction Association (CISCA) "Ceiling Systems Handbook".

1. Guidelines for Seismic Restraint
 - a. Acoustical Tile and Lay-in Panels - Zones 0 - 2

b. Direct Hung Suspended Ceiling Assemblies - Zones 3 & 4

E. Local Building Code (UBC or IBC), current edition requirements.

1.4 SUBMITTALS

- A. Product Data: Manufacturers product data for each type of product specified in this section.
- B. Product Certification: Manufacturer's certifications that products comply with specified requirements and governing codes including product data, laboratory test reports and research reports showing compliance with specified standards.
- C. Shop (Coordination) Drawings: Submit shop drawings for reflected ceiling plans (RCP's), drawn to scale, and coordinating penetrations and ceiling mounted items. Show the following details:
1. Reflected ceiling plan including joint patterns & details.
 2. Ceiling suspension system plan with appropriate components, suggested hanger locations & details.
 3. Method of attaching suspension system hangers to building structure as coordinated by installer.
 4. Ceiling-mounted items including: light fixtures, air outlets and inlets, speakers, sprinklers, and other interfaces. Coordinate all appliances to be installed in ceiling system. Product selection shall be compatible with ceiling system.
 5. Special moldings at walls, column penetrations, and other junctures of acoustical ceilings with adjoining construction.
 6. Framing and support details for work supported by ceiling suspension system.
 7. List of materials, dimensions, hanger fastenings and any special details.
 8. Minimum drawing scale: 1/8" = 1'-0".
 9. Provide full scale drawings of perforation patterns. Provide minimum 1"=1'-0" scale layout for each panel type showing perforation layout and orientation as required.
 10. Shop drawings shall originate from manufacturer. Subcontractor drawings will not be acceptable, except to show attachment to structure.
 11. Where requested by architect, provide engineered drawings with direction from consulting SE confirming design integrity to the satisfaction of specification requirement.
 12. Coordinate with other work supported by, adjacent to or penetrating through the ceiling system.
- D. Samples for Verification: Full-size units (or as specified below) of each type of ceiling assembly indicated; in sets for each color, texture, and pattern specified, showing the full range of variations expected in these characteristics. Submit samples for each type specified.
1. 12-inch square, (acoustical) metal pan units.
 2. 12-inch long samples of each suspension component.
- E. Qualification Data: For firms and persons specified in "Quality Assurance" (Section 1.5). Provide documents to demonstrate their capabilities and experience. Include lists of at least 5 completed projects with project names and addresses, names and addresses of Architects and employers, and other information specified.

1.5 QUALITY ASSURANCE

A. Installer

1. To certify a minimum 5 years experience installing similar systems and scope to those specified or approved in written form by "Basis of Design" manufacturer.
2. Provide list of at least 3 successful installations with similar products and scope. Include names and contact numbers of Architect and employer for reference.

B. Manufacturer

1. To certify a minimum of 5 years experience as a manufacturing enterprise engaged in sales and production of similar products to those specified.
2. Provide support documentation including name and date of similar projects completed. Include names and contact numbers of Architect and employers for reference.
3. Manufacturer shall be single source, original equipment, engineering and design, and shall be the fabricator and supplier of appropriate major components. Broker / Package of components will not be acceptable.

C. Fire-Test-Response Characteristics: Provide metal ceilings that comply with the following requirements:

1. The panels are made from a non-combustible aluminum core and tested in accordance with ASTM E84. Class A (0-25 flame spread) Surface-burning characteristics of acoustical metal pan ceilings per IBC Chapter 8 Section 803.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver acoustical metal ceiling units and suspension system components in original, unopened packages clearly labeled with the following information: name of manufacturing source and location; product type, description and quantity; clients name and shipping address.
- B. Store components in a fully enclosed space where they will be protected against physical damage from direct moisture, significant change in humidity, direct sunlight, significant change in temperature, surface contamination, and any other preventable cause.
- C. Exercise care in handling components to prevent damage to the surfaces and edges and prevent distortion or other physical damage. Comply with prescribed stacking instructions to prevent damage to the components. Panel's protective layer to be removed only after installation is complete to help prevent panel surface damage.

1.7 PROJECT CONDITIONS

A. Environmental Limitations

1. Do not install acoustical metal pan ceilings until after spaces are enclosed and weather tight and after wet work and work above ceilings is complete and accepted by project Architect.
2. Maintain environmental conditions within limits recommended by manufacturer for optimum results.

- a. Maintain within a temperature range of 50-100 degrees.
 - b. Maintain within a 20%-60% relative humidity.
- B. Do not install products in exterior space unless the system has been specifically designed and approved for exterior application.
- C. If the project is located within range of moisture associated with large bodies of water (fresh or salt), necessary materials shall be finished with coatings appropriate to condition of use.

1.8 WARRANTY

- A. Provide specified manufacturer warranty against defects in workmanship.
- B. This warranty shall remain in effect for a minimum period of one (1) year from date of installation.

1.9 MAINTENANCE & EXTRA MATERIALS

- A. Maintenance Instructions: Provide manufacturers standard maintenance and cleaning instructions for finishes provided.
- B. Extra Materials: Furnish extra materials described below that match products installed, are packaged with protective covering for storage, and are identified with labels describing contents. Only typical system components are included with attic stock.
 - 1. Metal Ceiling Pan Units: Full-size units equal to 1 percent (1%) of amount installed.
 - 2. Ceiling Suspension System Components: Quantity of each grid and exposed component equal to 1 percent (1%) of amount installed.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Basis of design Ceilings Plus - 6711 E. Washington Blvd., Los Angeles, CA 90040. 800-822-3411 – www.ceilingplus.com.
- B. Supply specified item or comply with Section 01 60 00 "Substitutions". Specified manufacturer's standard of quality and manufacturing tolerances shall be the criteria for evaluating "equivalent" products. Substitution shall be equal to or of better quality than the specified product in the opinion of the Architect and / or owner.

2.2 MATERIALS

- A. Ceiling Type MCG - Ceilings Plus "Barz"; Sarante finish to match Architect's sample or approved equal.
 - 1. All panels are to be manufactured from single sheets of aluminum selected for surface flatness, smoothness and freedom from surface blemishes where exposed to view in a finished unit. Do not use material where the exposed surface exhibit pitting, seam marks, roller marks, stains, discolorations, or variations in flatness exceeding those permitted by referenced standards for stretcher-leveled aluminum alloy sheets.
 - 2. The individual linear members are to be die formed from a single sheet of aluminum, to dimensions as noted on drawings, with integral top return and end flanges. Each individual linear aluminum members shall be straight and square within 1/32" over 10'. Twisting or bowing of linear members is not acceptable. Objectionable deflection will not be tolerated. No indentations, marks or defacing

of the exposed surface of the metal ceiling panel will be allowed. Roll forming shall not be allowed.

3. Panel material shall be primed aluminum sheet type 3105 series alloy that has up to 90% recycled content. It shall be machine stretcher-leveled and a minimum of .040" thickness, or greater if required, so that the panel deflection does not exceed $L/360$.
4. Individual linear members shall be factory attached to torsion spring backer supports (cassette assemblies). Each panel (cassette) assembly shall have minimum two backer supports (three backer supports for lengths greater than 60"), creating a modular panel assembly with minimum 1/4" reveals between panel ends.
5. No fasteners of any kind shall be visible on exposed face surfaces of ceilings or support tees. Down-light openings, sprinkler holes and miscellaneous penetrations shall be carefully field cut as required.
6. The Barz finish shall be:
 - a. "Saranté" PVC free, laminate that is permanently bonded to the aluminum sheet with formaldehyde free, water based adhesive of minimum bond strength of 425 psi @ 25 degrees C.
7. Linear member size and spacing shall be per architectural drawings.
8. Panel sized as per architectural drawings.
9. End Profile: Linear Barz end joints are reveal condition unless specified otherwise integral enclosures. Linear members shall have integral ends in single piece.
10. Barz to be non-perforated unless otherwise noted.
11. Sound-Absorptive Fabric Layer: Provide manufacturer's acoustic fabric sized to fit and laminated to concealed surface of panel. Material shall be both non-flammable and sound-absorptive.
 - a. Fire Class shall be Class A, with surface-burning characteristics for flame-spread rating of 25 or less and smoke developed rating of 50 or less. Provide independent accredited lab test results showing compliance with Class A rating as per ASTM E84.
 - b. Achieve absorption value up to .95 NRC. Provide independent accredited laboratory test results illustrating compliance with acoustical requirements as per ASTM C423.
 - c. Provide recycled cotton, "Ultrisorb" in sufficient thickness to achieve up to 0.95 NRC rating specified.
 - d. Install acoustical pads to fit the cavity of the linear members, unless otherwise directed by the Architect.
12. The plenum shall be 100% accessible. Every cassette must be removable. Progressive panel access is not acceptable. Heavy duty torsion springs and steel clip assemblies to be mounted to every cassette for downward access, without potential for damage to cassette face or hinge assembly. Hinge assembly shall be mounted to every cassette with minimum two flush to face, counter sunk chamfered fasteners. Attaching torsion spring directly to cassette with fastener will not be acceptable.
13. All Barz with visual exposure where row terminates shall have integral end returns.
14. Provide and install matching finish trim on each side of each suspended area (or as specified).

2.3 METAL SUSPENSION SYSTEMS. GENERAL

- A. Metal Suspension Standard: Provide panel manufacturer's metal suspension systems of types, structural classifications, materials, and finishes indicated that comply with applicable ASTM C635 requirements.
1. Main and cross runners to be specified manufactures Standard "Heavy Duty" tee bar (as per ASTM C635).
 2. Face of main and cross runners to be factory finished matte black unless known otherwise.
 3. Face of main runners to be factory slotted to receive torsion springs.
 4. Provide suspension system made from steel sheet with an average recycled content such that post-consumer recycled content plus one half or pre consumer content is not less than 25 percent.
- B. Suspension Systems: Provide complete suspensions systems with main runners, cross runners, hangers, trim molding, seismic retention clips, load resisting struts and other suspension components required to support ceiling and other ceiling supported construction (some of these parts may be supplied by the installer).
- C. Attachment Devices: Size for five times design load indicated in ASTM C 635, Table 1, "Direct-Hung", unless otherwise indicated (supplied by installer)
1. Provide anchor, for use in the particular application, as approved by the "Structural Engineer of record".
 2. Structural substrate, as indicated to support attachment device, also to be approved by the "Structural Engineer of record".
 3. Anchors specified must provide corrosion resistance as per metal type and application.
 - a. Anchors into Concrete (with or without steel deck)
 - i. Pre-installed – Cast in Place Anchors
 - ii. Post-installed - Expansion Anchors
 - iii. Post-installed – Chemical Anchors
 - iv. Post-installed – Powder Actuated Fasteners
 - b. Anchors into Wood
 - i. 1/4" min diameter with 1-1/4" minimum penetration
 - c. Anchors into Steel
 - i. Clip or Clamp
 - ii. Shot Pin
 - d. Anchors into Steel Deck: This option requires special attention from both the "Structural Engineer of record" and the Professional Engineer retained to provide structural documents in order to coordinate detailing required to provide anchoring device.
 4. "Direct-Hung" Suspensions Systems: System composed of main runners supported by hangers attached directly to building structure.
 5. "Indirect-Hung" Suspension Systems: System composed of main runners connected to carrying channels that are attached by hangers to building structure, and complying with the following requirements:

- a. Hangers: Type and metal standard with ceiling system manufacturer, sized to comply with structural classification indicated.
- b. Wire Hangers, where applicable, Braces, and Ties: Provide wires complying with the following requirements:
 - i. Zinc-Coated Carbon-Steel Wire: ASTM A 641 (ASTM A 641M), Class 1 zinc coating, soft temper.
 - ii. Size: Select wire diameter so its stress at three times hanger design load (ASTM C635, Table 1, Direct Hung) will be less than yield stress of wire, but provide not less than 2mm diameter wire.
 - iii. Extruded Aluminum members shall comply with ASTM B209
- c. Hanger Rods: Mild steel, zinc coated or protected with rust-inhibitive paint.
- d. Flat Hangers: Mild steel, zinc coated or protected with rust-inhibitive paint.
- e. Angle Hangers: Angles with legs not less than 22mm wide, formed with 1mm thick, galvanized steel sheet complying with ASTM A 653/A 653M, G90 coating designation, with bolted connections.

2.4 FINISHES, GENERAL

- A. Comply with "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes. Provide manufacturers standard factory-applied finish for type of system indicated unless specified otherwise.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipment.
- C. Appearance of finished work: Painted or Anodized:
 - 1. Noticeable variation in same piece is not acceptable.

PART 3- EXECUTION

3.1 EXAMINATION

- A. Examine substrates and structural framing to which acoustical metal panels attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect installation and anchorage, and other conditions affecting performance of metal panel ceilings.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Coordination: Furnish layouts for cast-in-place anchors, clips, and other ceiling anchors whose installation is specified in other Sections.
- B. Measure each ceiling area and establish layout of acoustical metal pan units to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width units at borders, and comply with layout shown on reflected ceiling plans.

- C. Survey substrate for wall attachment to assure squareness and proper elevation for wall panel installation.

3.3 INSTALLATION

- A. General: Install linear metal pan ceilings, per manufacturers shop drawings provided, per manufacturer's written instructions and to comply with publications referenced below.
 - 1. CISCA "Ceiling Systems Handbook.
 - 2. Standard for Ceiling Suspension System Installations - ASTM C636.
 - 3. Standard for Ceiling Suspension Systems Requiring Seismic Restraint - ASTM E580
 - 4. IBC (International Building Code) standard for Seismic Zone for local area.
- B. Suspend ceiling hangers from building's approved structural substrates 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.
 - 2. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, counter-splaying, or other equally effective means.
 - 3. Where width of ducts and other construction within ceiling plenum produce hanger spacings that interfere with location of hangers at spacing required to support standard suspension system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards and publications.
 - 4. Where used secure wire hangers to ceiling suspension members and to supports above with a minimum of three tight turns. Connect hangers directly either to structures or to inserts, eye screws, or other devices that are secure; that are appropriate for substrate; and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
 - 5. Space hangers not more than 48 inches on center, along each member supported directly from hangers, unless otherwise indicated; and provide hangers not more than 8 inches from ends of each member. Supply supporting calculations from licensed Structural Engineer verifying hanger spacing meets all requirements, when spacing exceed those recommended.
 - 6. Fine level grid to 1/8 inch in at specified elevation(s), square and true.
 - 7. Adjust suspension system runners so they are square (within .5 degree from 90 degrees) and securely interlocked with one another. Remove and replace dented, bent, or kinked members.
- C. Secure bracing wires to ceiling suspension members and to supports acceptable to Architect / Engineer and or inspector. Suspend bracing from building's structural members and / or structural deck, as required for hangers, without attaching to permanent metal forms, steel deck, or steel deck tabs(unless directed otherwise).
- D. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical metal pan. Method of edge trim attachment and design of edge trims to be approved by Architect.
 - 1. Screw attach moldings to substrate at intervals not more than 18" O.C. and not more than 6" from ends, leveling with ceiling suspension system to a tolerance of 1/8" in 10'. Miter corners accurately and connect securely.

2. Do not use exposed fasteners, including pop rivets, on moldings and trim without prior written approval or unless detailed otherwise.
- E. Scribe and cut linear Barz metal panel units for accurate fit at penetrations by, other work through ceilings. Stiffen edges of cut units as required to eliminate evidence of buckling or variations in flatness exceeding referenced standards for stretcher-leveled metal sheet.
- F. Install linear Barz metal panel units in coordination with suspension system.
 1. Align joints in adjacent courses to form uniform, straight joints parallel to room axis in both directions, unless otherwise indicated. Install directionally patterned or textured panels in directions indicated on approved shop drawings. Panel-joints shall flow smoothly and in a straight line within 1/8" in 10'. Intersections shall be continuous.
 2. Fit adjoining units to form flush, tight joints. Scribe and cut units for accurate fit at borders and around construction penetrating ceiling.
 3. Remove panels from protective packaging only when space is completely clean and free of airborne particles. Use white cotton gloves for final installation of panels into grid system.

3.4 ADJUSTING AND CLEANING

- A. Adjust ceiling components to provide a consistent finish and appearance in conformity with established tolerances and requirements.
- B. Clean exposed surfaces of acoustical metal panel ceilings and walls. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage.
- C. Remove and replace work that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage, including dented and bent units.

End of section

SECTION 099220 - INTERIOR PAINTING**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. This Section includes surface preparation and field painting of exposed interior items and surfaces.
 - 1. Surface preparation, priming, and finish coats specified in this Section are in addition to shop priming and surface treatment specified in other Sections.
- B. Paint exposed surfaces, except where these Specifications indicate that the surface or material is not to be painted or is to remain natural. If an item or a surface is not specifically mentioned, paint the item or surface the same as similar adjacent materials or surfaces. If a color of finish is not indicated, Architect will select from standard colors and finishes available.
 - 1. Painting includes field painting of exposed bare and covered pipes and ducts (including color coding), hangers, exposed steel and iron supports, and surfaces of mechanical and electrical equipment that do not have a factory-applied final finish.
- C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.
 - 1. Prefinished items include the following factory-finished components:
 - a. Architectural woodwork.
 - b. Acoustical wall panels.
 - c. Metal toilet enclosures.
 - d. Elevator entrance doors and frames.
 - e. Elevator equipment.
 - f. Finished mechanical and electrical equipment.
 - g. Light fixtures.
 - 2. Concealed surfaces include walls or ceilings in the following generally inaccessible spaces:
 - a. Foundation spaces.
 - b. Furred areas.
 - c. Ceiling plenums.
 - d. Utility tunnels.
 - e. Pipe spaces.
 - f. Duct shafts.

- g. Elevator shafts.
- 3. Finished metal surfaces include the following:
 - a. Anodized aluminum.
 - b. Stainless steel.
 - c. Chromium plate.
 - d. Copper and copper alloys.
- 4. Operating parts include moving parts of operating equipment and the following:
 - a. Valve and damper operators.
 - b. Linkages.
 - c. Sensing devices.
 - d. Motor and fan shafts.
- 5. Labels: Do not paint over UL, FMG, or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.
- D. Related Sections include the following:
 - 1. Division 5 Section "Structural Steel" for shop priming structural steel.
 - 2. Division 5 Section "Metal Fabrications" for shop priming ferrous metal.
 - 3. Division 8 Section "Steel Doors and Frames" for factory priming steel doors and frames.
 - 4. Division 9 Section "Gypsum Board Assemblies" for surface preparation of gypsum board.
- E. Alternates: Refer to Division 1 Section "Alternates" for description of Work in this Section affected by alternates.

1.3 DEFINITIONS

- A. General: Standard coating terms defined in ASTM D 16 apply to this Section.
 - 1. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85-degree meter.
 - 2. Eggshell refers to low-sheen finish with a gloss range between 20 and 35 when measured at a 60-degree meter.
 - 3. Semigloss refers to medium-sheen finish with a gloss range between 35 and 70 when measured at a 60-degree meter.
 - 4. Full gloss refers to high-sheen finish with a gloss range more than 70 when measured at a 60-degree meter.

1.4 SUBMITTALS

- A. Product Data: For each paint system indicated. Include block fillers and primers.
 - 1. Material List: An inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.

2. Manufacturer's Information: Manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material.
 3. Include preparation requirements and application instructions.
 4. Indicate VOC content.
- B. Samples for Initial Selection: For each type of finish-coat material indicated.
1. After color selection, Architect will furnish color chips for surfaces to be coated.
- C. Samples for Verification: For each color and material to be applied, with texture to simulate actual conditions, on representative Samples of the actual substrate.
1. Provide stepped Samples, defining each separate coat, including block fillers and primers. Use representative colors when preparing Samples for review. Resubmit until required sheen, color, and texture are achieved.
 2. Provide a list of materials and applications for each coat of each Sample. Label each Sample for location and application.
 3. Submit Four Samples
- D. Qualification Data: For Applicator.

1.5 QUALITY ASSURANCE

- A. Applicator Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.
- B. Source Limitations: Obtain block fillers and primers for each coating system from the same manufacturer as the finish coats.
- C. Benchmark Samples (Mockups): Provide a full-coat benchmark finish sample for each type of coating and substrate required. Comply with procedures specified in PDCA P5. Duplicate finish of approved sample Submittals.
1. Architect will select one room or surface to represent surfaces and conditions for application of each type of coating and substrate.
 - a. Wall Surfaces: Provide samples on at least 100 sq. ft..
 - b. Small Areas and Items: Architect will designate items or areas required.
 2. Apply benchmark samples, according to requirements for the completed Work, after permanent lighting and other environmental services have been activated. Provide required sheen, color, and texture on each surface.
 - a. After finishes are accepted, Architect will use the room or surface to evaluate coating systems of a similar nature.
 3. Final approval of colors will be from benchmark samples.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label and the following information:
 - 1. Product name or title of material.
 - 2. Product description (generic classification or binder type).
 - 3. Manufacturer's stock number and date of manufacture.
 - 4. Contents by volume, for pigment and vehicle constituents.
 - 5. Thinning instructions.
 - 6. Application instructions.
 - 7. Color name and number.
 - 8. VOC content.
- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F. Maintain storage containers in a clean condition, free of foreign materials and residue.
 - 1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily.

1.7 PROJECT CONDITIONS

- A. Apply waterborne paints only when temperatures of surfaces to be painted and surrounding air are between 50 and 90 deg F.
- B. Apply solvent-thinned paints only when temperatures of surfaces to be painted and surrounding air are between 45 and 95 deg F.
- C. Do not apply paint in snow, rain, fog, or mist; or when relative humidity exceeds 85 percent; or at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.
 - 1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by manufacturer during application and drying periods.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in other Part 2 articles.
- B. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles.
- C. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:
 - 1. Benjamin Moore & Co. (Benjamin Moore).

2. PP Industries, Inc. (Pittsburgh Paints).
3. Sherwin-Williams Co. (Sherwin-Williams).
4. Valspar Corporation

2.2 PAINT MATERIALS, GENERAL

- A. Material Compatibility: Provide block fillers, primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
 1. Proprietary Names: Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish manufacturer's material data and certificates of performance for proposed substitutions.
- C. Colors: As selected by Architect from manufacturer's full range.

2.3 CONCRETE UNIT MASONRY BLOCK FILLERS

- A. Concrete Unit Masonry Block Filler: Factory-formulated high-performance latex block fillers.
 1. Benjamin Moore; Moorcraft Super Craft Latex Block Filler No. 285: Applied at a dry film thickness of not less than 8.1 mils.
 2. Pittsburgh Paints; 6-7 SpeedHide Interior/Exterior Masonry Latex Block Filler: Applied at a dry film thickness of not less than 6.0 to 12.5 mils.
 3. Sherwin-Williams; PrepRite Interior/Exterior Block Filler B25W25: Applied at a dry film thickness of not less than 8.0 mils.

2.4 INTERIOR PRIMERS

- A. Interior Concrete and Masonry Primer: Factory-formulated alkali-resistant acrylic-latex interior primer for interior application.
 1. Benjamin Moore; Regal FirstCoat Interior Latex Primer & Underbody No. 216: Applied at a dry film thickness of not less than 1.0 mil.
 2. Pittsburgh Paints; 6-2 SpeedHide Interior Quick-Drying Latex Sealer: Applied at a dry film thickness of not less than 1.0 mil.
 3. Sherwin-Williams; PrepRite Masonry Primer B28W300: Applied at a dry film thickness of not less than 3.0 mils.
- B. Interior Gypsum Board Primer: Factory-formulated latex-based primer for interior application.
 1. Benjamin Moore; Regal FirstCoat Interior Latex Primer & Underbody No. 216: Applied at a dry film thickness of not less than 1.0 mil.

2. Pittsburgh Paints; 6-2 SpeedHide Interior Quick-Drying Latex Sealer: Applied at a dry film thickness of not less than 1.0 mil.
 3. Sherwin-Williams; PrepRite 200 Latex Wall Primer B28W200 Series: Applied at a dry film thickness of not less than 1.6 mils.
 4. Sherwin-Williams; PrepRite Masonry Primer B28W300 Series: Applied at a dry film thickness of not less than 3.0 mils.
- C. Interior Ferrous-Metal Primer: Factory-formulated quick-drying rust-inhibitive alkyd-based metal primer.
1. Benjamin Moore; IronClad Alkyd Low Lustre Medal and Wood Enamel No. 163: Applied at a dry film thickness of not less than 1.3 mils.
 2. Pittsburgh Paints; 7-858 Pittsburgh Paints Industrial Rust Inhibitive Steel Primer: Applied at a dry film thickness of not less than 1.5 mils.
 3. Sherwin-Williams; Kem Kromik Universal Metal Primer B50NZ6/B50WZ1: Applied at a dry film thickness of not less than 3.0 mils.

2.5 INTERIOR FINISH COATS

- A. Interior Flat Acrylic Paint: Factory-formulated flat acrylic-emulsion latex paint for interior application.
1. Benjamin Moore; Regal Wall Satin No. 215 Premium Interior Finishes Flat Finish: Applied at a dry film thickness of not less than 1.3 mils.
 2. Pittsburgh Paints; 80-Line Wallhide Interior Wall Flat Latex Paint: Applied at a dry film thickness of not less than 1.2 mils.
 3. Sherwin-Williams; SuperPaint Interior Latex Flat Wall Paint, A86 Series: Applied at a dry film thickness of not less than 1.5 mils.
- B. Interior Low-Luster Acrylic Enamel: Factory-formulated eggshell acrylic-latex interior enamel.
1. Benjamin Moore; Moore's Regal AquaVelvet No. 319: Applied at a dry film thickness of not less than 1.4 mils.
 2. Pittsburgh Paints; 89-Line Manor Hall Interior Eggshell Wall and Trim: Applied at a dry film thickness of not less than 1.4 mils.
 3. Sherwin-Williams; SuperPaint Interior Latex Satin Wall Paint A87 Series: Applied at a dry film thickness of not less than 1.6 mils.
- C. Interior Semigloss Acrylic Enamel: Factory-formulated semigloss acrylic-latex enamel for interior application.
1. Benjamin Moore; Regal AquaGlo No. 333 Premium Interior Finishes Latex Semi-Gloss: Applied at a dry film thickness of not less than 1.3 mils.
 2. Pittsburgh Paints; 88-110 Satinhide Interior Enamel Wall & Trim Lo-Lustre Semi-Gloss Latex: Applied at a dry film thickness of not less than 1.1 mils.
 3. Sherwin-Williams; SuperPaint Interior Latex Semi-Gloss Enamel A88 Series: Applied at a dry film thickness of not less than 1.6 mils.
- D. Interior Semigloss Alkyd Enamel: Factory-formulated semigloss alkyd enamel for interior application.

1. Benjamin Moore; Satin Impervo Alkyd Low Lustre Enamel No. 235: Applied at a dry film thickness of not less than 1.3 mils.
2. Pittsburgh Paints; 27 Line Wallhide Low Odor Interior Enamel Wall and Trim Semi-Gloss Oil: Applied at a dry film thickness of not less than 1.5 mils.
3. Sherwin-Williams; Classic 99 Interior Alkyd Semi-Gloss Enamel A-40 Series: Applied at a dry film thickness of not less than 1.7 mils.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements for paint application.
 1. Proceed with paint application only after unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
 2. Start of painting will be construed as Applicator's acceptance of surfaces and conditions within a particular area.
- B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
 1. Notify Architect about anticipated problems when using the materials specified over substrates primed by others.
- C. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 1. Concrete: 12 percent.
 2. Fiber-Cement Board: 12 percent.
 3. Masonry (Clay and CMUs): 12 percent.
 4. Wood: 15 percent.
 5. Gypsum Board: 12 percent.
 6. Plaster: 12 percent.
- D. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- E. Plaster Substrates: Verify that plaster is fully cured.
- F. Spray-Textured Ceiling Substrates: Verify that surfaces are dry.
- G. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- H. 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. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
- B. Cleaning: Before applying paint or other surface treatments, clean substrates of substances that could impair bond of the various coatings. Remove oil and grease before cleaning.
 - 1. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- C. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturers written instructions for each particular substrate condition and as specified.
 - 1. Provide barrier coats over incompatible primers or remove and reprime.
 - 2. Cementitious Materials: Prepare concrete, concrete unit masonry, cement plaster, and mineral-fiber-reinforced cement panel surfaces to be painted. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.
 - a. Use abrasive blast-cleaning methods if recommended by paint manufacturer.
 - b. Determine alkalinity and moisture content of surfaces by performing appropriate tests. If surfaces are sufficiently alkaline to cause the finish paint to blister and burn, correct this condition before application. Do not paint surfaces if moisture content exceeds that permitted in manufacturer's written instructions.
 - c. Clean concrete floors to be painted with a 5 percent solution of muriatic acid or other etching cleaner. Flush the floor with clean water to remove acid, neutralize with ammonia, rinse, allow to dry, and vacuum before painting.
 - 3. Ferrous Metals: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with SSPC's recommendations.
 - a. Blast steel surfaces clean as recommended by paint system manufacturer and according to SSPC-SP 6/NACE No. 3.
 - b. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.
 - c. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with same primer as the shop coat.
 - 4. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.
- D. Material Preparation: Mix and prepare paint materials according to manufacturers written instructions.

1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
 2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
 3. Use only thinners approved by paint manufacturer and only within recommended limits.
- E. Tinting: Tint each undercoat a lighter shade to simplify identification of each coat when multiple coats of same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.

3.3 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
1. Paint colors, surface treatments, and finishes are indicated in the paint schedules.
 2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
 3. Provide finish coats that are compatible with primers used.
 4. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, grilles, convector covers, covers for finned-tube radiation, and similar components are in place. Extend coatings in these areas, as required, to maintain system integrity and provide desired protection.
 5. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 6. Paint interior surfaces of ducts with a flat, nonspecular black paint where visible through registers or grilles.
 7. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.
 8. Finish interior of wall and base cabinets and similar field-finished casework to match exterior.
 9. Sand lightly between each succeeding enamel or varnish coat.
- B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
1. The number of coats and film thickness required are the same regardless of application method. Do not apply succeeding coats until previous coat has cured as recommended by manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
 2. Omit primer over metal surfaces that have been shop primed and touchup painted.
 3. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure that edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
 4. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, and does not deform or feel sticky

under moderate thumb pressure, and until application of another coat of paint does not cause undercoat to lift or lose adhesion.

- C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
 - 1. Brushes: Use brushes best suited for type of material applied. Use brush of appropriate size for surface or item being painted.
 - 2. Rollers: Use rollers of carpet, velvet-back, or high-pile sheep's wool as recommended by manufacturer for material and texture required.
 - 3. Spray Equipment: Use airless spray equipment with orifice size as recommended by manufacturer for material and texture required.
- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate to achieve dry film thickness indicated. Provide total dry film thickness of the entire system as recommended by manufacturer.
- E. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to items exposed in equipment rooms and occupied spaces.
- F. Mechanical items to be painted include, but are not limited to, the following:
 - 1. Uninsulated metal piping.
 - 2. Uninsulated plastic piping.
 - 3. Pipe hangers and supports.
 - 4. Tanks that do not have factory-applied final finishes.
 - 5. Visible portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets.
 - 6. Duct, equipment, and pipe insulation having "all-service jacket" or other paintable jacket material.
 - 7. Mechanical equipment that is indicated to have a factory-primed finish for field painting.
- G. Electrical items to be painted include, but are not limited to, the following:
 - 1. Switchgear.
 - 2. Panelboards.
 - 3. Electrical equipment that is indicated to have a factory-primed finish for field painting.
- H. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.
- I. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.
- J. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.

- K. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling, such as laps, irregularity in texture, skid marks, or other surface imperfections.
- L. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

3.4 FIELD QUALITY CONTROL

- A. Owner reserves the right to invoke the following test procedure at any time and as often as Owner deems necessary during the period when paint is being applied:
 - 1. Testing agency will perform appropriate tests for the following characteristics as required by Owner:
 - 2. Owner may direct Contractor to stop painting if test results show material being used does not comply with specified requirements. Contractor shall remove noncomplying paint from Project site, pay for testing, and repaint surfaces previously coated with the noncomplying paint. If necessary, Contractor may be required to remove noncomplying paint from previously painted surfaces if, on repainting with specified paint, the two coatings are incompatible.

3.5 CLEANING

- A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from Project site.
 - 1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping without scratching or damaging adjacent finished surfaces.

3.6 PROTECTION

- A. Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.
- B. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work.
 - 1. After work of other trades is complete, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

3.7 INTERIOR PAINT SCHEDULE

- A. Concrete and Masonry (Other Than Concrete Unit Masonry): Provide the following paint systems over interior concrete and brick masonry substrates:
 - 1. Flat Acrylic Finish: Two finish coats over a primer.

- a. Primer: Interior concrete and masonry primer.
 - b. Finish Coats: Interior flat acrylic paint.
 2. Low-Luster Acrylic-Enamel Finish: Two finish coats over a primer.
 - a. Primer: Interior concrete and masonry primer.
 - b. Finish Coats: Interior low-luster acrylic enamel.
 3. Semigloss Acrylic-Enamel Finish: Two finish coats over a primer.
 - a. Primer: Interior concrete and masonry primer.
 - b. Finish Coats: Interior semigloss acrylic enamel.
 4. Semigloss Alkyd-Enamel Finish: Two finish coats over a primer.
 - a. Primer: Interior concrete and masonry primer.
 - b. Finish Coats: Interior semigloss alkyd enamel.
- B. Concrete Unit Masonry: Provide the following finish systems over interior concrete masonry:
1. Flat Acrylic Finish: Two finish coats over a block filler.
 - a. Block Filler: Concrete unit masonry block filler.
 - b. Finish Coats: Interior flat acrylic paint.
 2. Low-Luster Acrylic-Enamel Finish: Two finish coats over a block filler.
 - a. Block Filler: Concrete unit masonry block filler.
 - b. Finish Coats: Interior low-luster acrylic enamel.
 3. Semigloss Acrylic-Enamel Finish: Two finish coats over a block filler.
 - a. Block Filler: Concrete unit masonry block filler.
 - b. Finish Coats: Interior semigloss acrylic enamel.
- C. Gypsum Board: Provide the following finish systems over interior gypsum board surfaces:
1. Flat Acrylic Finish: Two finish coats over a primer.
 - a. Primer: Interior gypsum board primer.
 - b. Finish Coats: Interior flat acrylic paint.
 2. Low-Luster Acrylic-Enamel Finish: Two finish coats over a primer.
 - a. Primer: Interior gypsum board primer.
 - b. Finish Coats: Interior low-luster acrylic enamel.
 3. Semigloss Acrylic-Enamel Finish: Two finish coats over a primer.
 - a. Primer: Interior gypsum board primer.
 - b. Finish Coats: Interior semigloss acrylic enamel.

D. Ferrous Metal: Provide the following finish systems over ferrous metal:

1. Flat Acrylic Finish: Two finish coats over a primer.
 - a. Primer: Interior ferrous-metal primer.
 - b. Finish Coats: Interior flat acrylic paint.
2. Low-Luster Acrylic-Enamel Finish: Two finish coats over a primer.
 - a. Primer: Interior ferrous-metal primer.
 - b. Finish Coats: Interior low-luster acrylic enamel.
3. Semigloss Acrylic-Enamel Finish: Two finish coats over a primer.
 - a. Primer: Interior ferrous-metal primer.
 - b. Finish Coats: Interior semigloss acrylic enamel.
4. Semigloss Alkyd-Enamel Finish: Two finish coats over a primer.
 - a. Primer: Interior ferrous-metal primer.
 - b. Finish Coats: Interior semigloss alkyd enamel.

E. All-Service Jacket over Insulation: Provide the following finish system on cotton or canvas insulation covering:

1. Flat Acrylic Finish: Two finish coats. Add fungicidal agent to render fabric mildew proof.
 - a. Finish Coats: Interior flat latex-emulsion size.

END OF SECTION 09922

SECTION 102800 - TOILET 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. Public-use washroom accessories.
 - 2. Custodial accessories.
- B. Related Requirements:
 - 1. Section 09013 "Ceramic Tiling" for ceramic toilet and bath accessories.

1.3 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.

1.4 ACTION SUBMITTALS

- A. Product Data:
 - 1. Public-use washroom accessories.
- 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.
 - 3. Identify accessories using designations indicated.
 - 4. Product Schedule: Indicating types, quantities, sizes, and installation locations by room of each accessory required.
 - a. Identify locations using room designations indicated.
 - b. Identify accessories using designations indicated.

1.5 INFORMATIONAL SUBMITTALS

- A. Sample Warranty: For manufacturer's special warranties.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For accessories to include in maintenance manuals.

1.7 WARRANTY

- A. Manufacturer's Special Warranty for Mirrors: Manufacturer agrees to repair or replace mirrors that fail in materials or workmanship within specified warranty period.
1. Failures include, but are not limited to, visible silver spoilage defects.
 2. Warranty Period: 15 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 OWNER PROVIDED/CONTRACTOR INSTALLED MATERIALS

- A. Owner-Furnished Materials, Contractor Installed:
1. The owner will furnish the items listed below. The contractor shall install items listed below. The information below is to be used to obtain blocking requirements.

<u>Product</u>	<u>Manufacturer</u>	<u>Model #</u>
Toilet Paper Holders	Tork	68T, Jumbo roll, w/stub roll, San Jamar R6500TBK
Soap Dispensers	Simoniz	DAA501401 (white), DAA501501 (black) Foam
Sanitary Napkin Disposals	Continental	250C

2.2 CONTRACTOR PROVIDED AND INSTALLED MATERIALS

- A. Contractor Provided/Installed:
1. The contractor shall purchase and install items listed below.

<u>Product</u>	<u>Manufacturer</u>	<u>Model #</u>
Hand Dryer	Xlerator	See electrical spec

2.3 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 concentrated load applied in any direction and at any point.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.4 PUBLIC-USE WASHROOM ACCESSORIES

- A. Grab Bar:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. American Specialties, Inc.
 - b. Bobrick Washroom Equipment, Inc.
 - c. Bradley Corporation.
 - 2. Mounting: Flanges with concealed fasteners.
 - 3. Material: Stainless steel, 0.05 inch thick.
 - a. Finish: Smooth, ASTM A480/A480M No. 4 finish (satin) on ends and slip-resistant texture in grip area.
 - 4. Outside Diameter: 1-1/2 inches.
 - 5. Configuration and Length: As indicated on Drawings.
- B. Mirror Unit:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. American Specialties, Inc.
 - b. Bradley Corporation.
 - c. Bobrick Washroom Equipment, Inc.
 - 2. Frame: Frameless
 - a. Corners: manufacturers standard.
 - 3. Size: As indicated on Drawings.
 - 4. Hangers: Manufacturer's standard, concealed rigid, tamper and theft resistant.

C. Coat Hook

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. American Specialties, Inc.
 - b. Bobrick Washroom Equipment, Inc.
 - c. Bradley Corporation.
2. Description: Double-prong unit.
3. Material and Finish: Stainless steel, No. 4 finish (satin).

2.5 MATERIALS

- A. 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.

2.6 FABRICATION

- A. Stainless Steel: ASTM A 666, Type 304, 0.031-inch minimum nominal thickness unless otherwise indicated.
- B. Galvanized-Steel Sheet: ASTM A 653/A 653M, with G60 hot-dip zinc coating.
- C. Galvanized-Steel Mounting Devices: ASTM A 153/A 153M, hot-dip galvanized after fabrication.
- D. Fasteners: Screws, bolts, and other devices of same material as accessory unit and tamper-and-theft resistant where exposed, and of galvanized steel where concealed.
- E. Mirrors: ASTM C 1503, Mirror Glazing Quality

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 104413 - FIRE PROTECTION CABINETS

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. Fire-protection cabinets for the following:
 - a. Portable fire extinguisher.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Show door hardware, cabinet type, trim style, and panel style. Include roughing-in dimensions and details showing recessed-, semi recessed-, or surface-mounting method and relationships of box and trim to surrounding construction.
 - 2. Show location of knockouts for hose valves.
- B. Shop Drawings: For fire-protection cabinets.
 - 1. Include plans, elevations, sections, details, and attachments to other work.
- C. Samples: For each type of exposed finish required.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For fire-protection cabinets to include in maintenance manuals.

1.5 COORDINATION

- A. Size of fire-protection cabinets shall accommodate 10# ABC fire extinguisher.
- B. Coordinate sizes and locations of fire-protection cabinets with wall depths.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: Obtain fire-protection cabinets, accessories, and fire extinguishers from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. Fire-Rated Fire-Protection Cabinets: Listed and labeled to comply with requirements in ASTM E814 for fire-resistance rating of walls where they are installed.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.3 FIRE-PROTECTION CABINET

- A. Cabinet Type: Suitable for fire extinguisher.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Babcock-Davis.
 - b. Fire-End & Croker Corporation.
 - c. GMR International Equipment Corporation.
 - d. Guardian Fire Equipment, Inc.
 - e. JL Industries, Inc.; a division of the Activar Construction Products Group.
 - f. Larsens Manufacturing Company.
 - g. Modern Metal Products, Division of Technico Inc.
 - h. MOON American.
 - i. Nystrom, Inc.
 - j. Potter Roemer LLC.
 - k. Strike First Corporation of America (The).
- B. Cabinet Construction: One-hour fire rated.
 - 1. Fire-Rated Cabinets: Construct fire-rated cabinets with double walls fabricated from 0.043-inch-thick cold-rolled steel sheet lined with minimum 5/8-inch-thick fire-barrier material. Provide factory-drilled mounting holes.
- C. Cabinet Material: Cold-rolled steel sheet.
 - 1. Shelf: Same metal and finish as cabinet.
- D. Semirecessed Cabinet: One-piece combination trim and perimeter door frame overlapping surrounding wall surface, with exposed trim face and wall return at outer edge (backbend).
 - 1. Rolled-Edge Trim: 2-1/2-inch backbend depth.

- E. Cabinet Trim Material: Steel sheet.
- F. Door Material: Steel sheet.
- G. Door Style: Fully glazed panel with frame.
- H. Door Glazing: Acrylic sheet.
 - 1. Acrylic Sheet Color: Clear transparent acrylic sheet.
- I. Door Hardware: Manufacturer's standard door-operating hardware of proper type for cabinet type, trim style, and door material and style indicated.
 - 1. Provide projecting door pull and friction latch.
 - 2. Provide continuous hinge, of same material and finish as trim,, permitting door to open 180 degrees.
- J. Accessories:
 - 1. Mounting Bracket: Manufacturer's standard steel, designed to secure fire extinguisher to fire-protection cabinet, of sizes required for types and capacities of fire extinguishers indicated, with plated or baked-enamel finish.
 - 2. Door Lock: the cabinet shall not be lockable
 - a. Identify fire extinguisher in fire-protection cabinet with the words "FIRE EXTINGUISHER."
 - 1) Location: Applied to cabinet glazing.
 - 2) Application Process: Decals.
 - 3) Lettering Color: Red.
 - 4) Orientation: Vertical.
- K. Materials:
 - 1. Cold-Rolled Steel: ASTM A1008/A1008M, Commercial Steel (CS), Type B.
 - a. Finish: Baked enamel, TGIC polyester powder coat, HAA polyester powder coat, epoxy powder coat, or polyester/epoxy hybrid powder coat, complying with AAMA 2603.
 - b. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - c. Color: White.
 - 2. Transparent Acrylic Sheet: ASTM D4802, Category A-1 (cell-cast sheet), 3 mm thick, with Finish 1 (smooth or polished).

2.4 FABRICATION

- A. Fire-Protection Cabinets: Provide manufacturer's standard box (tub) with trim, frame, door, and hardware to suit cabinet type, trim style, and door style indicated.

1. Weld joints and grind smooth.
 2. Miter corners and grind smooth.
 3. Provide factory-drilled mounting holes.
 4. Prepare doors and frames to receive locks.
 5. Install door locks at factory.
- B. Cabinet Doors: Fabricate doors according to manufacturer's standards, from materials indicated and coordinated with cabinet types and trim styles.
1. Fabricate door frames with tubular stiles and rails and hollow-metal design, minimum 1/2 inch thick.
 2. Fabricate door frames of one-piece construction with edges flanged.
 3. Miter and weld perimeter door frames and grind smooth.
- C. Cabinet Trim: Fabricate cabinet trim in one piece with corners mitered, welded, and ground smooth.

2.5 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM's AMP 500, "Metal Finishes Manual for Architectural and Metal Products," for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces of fire-protection cabinets from damage by applying a strippable, temporary protective covering before shipping.
- C. Finish fire-protection cabinets after assembly.
- D. 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.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine walls and partitions for suitable framing depth and blocking where semi-recessed cabinets will be installed.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare recesses for semi-recessed fire-protection cabinets as required by type and size of cabinet and trim style.

3.3 INSTALLATION

- A. General: Install fire-protection cabinets in locations and at mounting heights indicated or, if not indicated, at height indicated below:
 - 1. Fire-Protection Cabinets: 42 inches above finished floor to top of fire extinguisher.
- B. Fire-Protection Cabinets: Fasten cabinets to structure, square and plumb.
 - 1. Unless otherwise indicated, provide recessed fire-protection cabinets. If wall thickness is inadequate for recessed cabinets, provide semi-recessed fire-protection cabinets.
 - 2. Provide inside latch and lock for break-glass panels.
 - 3. Fasten mounting brackets to inside surface of fire-protection cabinets, square and plumb.
- C. Identification:
 - 1. Apply decals at locations indicated.
 - 2. Apply decals on field-painted fire-protection cabinets after painting is complete.

3.4 ADJUSTING AND CLEANING

- A. Remove temporary protective coverings and strippable films, if any, as fire-protection cabinets are installed unless otherwise indicated in manufacturer's written installation instructions.
- B. Adjust fire-protection cabinet doors to operate easily without binding. Verify that integral locking devices operate properly.
- C. On completion of fire-protection cabinet installation, clean interior and exterior surfaces as recommended by manufacturer.
- D. Touch up marred finishes, or replace fire-protection cabinets that cannot be restored to factory-finished appearance. Use only materials and procedures recommended or furnished by fire-protection cabinet and mounting bracket manufacturers.
- E. Replace fire-protection cabinets that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 104413

SECTION 144200 - WHEELCHAIR LIFTS

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. Vertical platform lifts.

- B. Related Requirements:

- 1. Section 033000 "Cast-in-Place Concrete" for setting sleeves, inserts, and anchoring devices in concrete.

1.3 DEFINITIONS

- A. Definitions in ASME A18.1 apply to Work of this Section.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.

- 1. Include construction details, material descriptions, dimensions of individual components, and finishes for lifts.
 - 2. Include rated capacities, operating characteristics, electrical characteristics, safety features, controls, finishes, and accessories.

- B. Shop Drawings:

- 1. Include plans, elevations, sections, attachment details, and required clearances.
 - 2. Indicate dimensions, weights, loads, and points of load to building structure.
 - 3. Include details of equipment assemblies, method of field assembly, components, and location and size of each field connection.
 - 4. Include diagrams for power, signal, and control wiring.

- C. Samples for Initial Selection: For surfaces and components with factory-applied color finishes.

- 1. Include Samples of integrally colored materials and accessories involving color selection.

- D. Samples for Verification: For each type of exposed finish required, prepared on Samples of sizes indicated below:
1. Metal Finish: Manufacturer's standard-size unit, not less than 3 inches (75 mm) square.
 2. Wood Finish: Manufacturer's standard-size unit, not less than 3 inches (75 mm) square.
 3. Fiberglass Finish: Manufacturer's standard-size unit, not less than 3 inches (75 mm) square.
 4. Tubular Products and Running Trim: Manufacturer's standard-size unit, 6 inches (150 mm) long.
 5. Glass and Glazing: Units 12 inches (300 mm) square.
 6. Hardware: Manufacturer's standard, exposed, door-operating device.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer vendor and Installer.
- B. Product Certificates: For each type of lift.
1. Include statement that runway, ramp or pit, dimensions as shown on Drawings, and electrical service as shown and specified are adequate for lift being provided.
- C. Evaluation Reports: For post-installed anchors and power-actuated fasteners, from ICC-ES.
- D. Sample Warranty: For special warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For each type of lift to include in operation and maintenance manuals.
1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
 - a. Parts list with sources indicated.
 - b. Recommended parts inventory list.
- B. Inspection and Acceptance Certificates and Operating Permits: As required by authorities having jurisdiction for normal, unrestricted use of lifts.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.
1. Maintenance Proximity: Not more than two hours' normal travel time from Installer's place of business to Project site.

1.8 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of lifts that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Accessibility Standard: Comply with applicable provisions in the USDOJ's "2010 ADA Standards for Accessible Design" and ICC A117.1.
- B. Regulatory Requirements: Comply with ASME A18.1, "Safety Standard for Platform Lifts and Stairway Chairlifts."
- C. Fire-Rated, Runway-Enclosure Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at as close to neutral pressure as possible according to NFPA 252 or UL 10B.
1. Temperature-Rise Limit: 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.

2.2 VERTICAL PLATFORM LIFT

- A. Vertical Platform Lift, General: Preengineered lift system.
1. Basis-of-Design Product: Savaria Multilift, unenclosed vertical platform lift
2. Subject to compliance with requirements, provide or comparable product by one of the following:
- a. RAM Elevators + Lifts, Inc.
 - b. Bruno Independent Living Aids, Inc.
 - c. Harmar.
- B. Number of Stops: Two.
- C. Platform Size: **36 by 60 inches (914 by 1524 mm)**.
- D. Door Operation and Clear Opening Width: Low-energy, power-operated doors that remain open for 20 seconds minimum; end door with minimum **32-inch (815-mm)** clear opening width.
- E. Rated Speed: **8 fpm (0.10 m/s)**.
- F. Power Supply: Electric.
1. Electrical Characteristics:

- a. Horsepower: 1.
 - b. Voltage: 110 VAC
- G. Emergency Operation: Provide connection to indicated standby (emergency) power to raise or lower unit to a landing in case of malfunction or power loss.
- H. Attendant Operation: Provide attendant call device at each landing.
- I. Self-Supporting Unit: Support vertical loads of unit only at base, with lateral support only at landing levels.
 - a. Glass Glazing: tempered safety glass, 6.0 mm thick; color as selected by Architect from manufacturer's full range.
- 2. Runway-Enclosure Doors: Rectangular steel-tube frame glazed with 6.0-mm-thick, clear acrylic glazing and with ~~12-inch-~~ (300-mm-) high, steel kick panels.
- J. Platform: Steel sheet or galvanized-steel sheet with matte or primed finish suitable to accept flooring.
- K. Platform Enclosure and Door: Rectangular, hot-dip-galvanized, steel-tube frame with flush galvanized-steel-sheet panels.
- L. Ramp: Retractable ramp matching platform to provide transition from lower floor to lift platform. Ramp lowers to floor automatically when lifts reach lower landing and door opens. Ramp rises automatically when lift control is activated for lift to leave lower landing.
 - 1. Ramp Size: End ramps a minimum of ~~32 inches~~ (815 mm) wide; length as required for slope.
 - 2. Ramp Slope: Maximum 1:12.
 - 3. Ramp Finish: Finish ramps to match lift platform.
- M. Accessories: Provide units with the following accessories:
 - 1. Fold-down seat with seatbelt.

2.3 MATERIALS

- A. Steel Plates, Shapes, and Bars: ASTM A36/A36M.
- B. Steel Tubing: ASTM A500/A500M.
- C. Steel Pipe: ASTM A53/A53M; standard weight (Schedule 40) unless otherwise indicated or required by loads.
- D. Steel Sheet: ASTM A1008/A1008M, cold-rolled commercial steel (CS) or ASTM A1011/A1011M hot-rolled, commercial steel (CS); as required for each use.
- E. Galvanized-Steel Sheet: ASTM A653/A653M, ~~G90~~ (Z275) zinc coating.
- F. Galvanizing: Hot-dip galvanize items complying with the following:
 - 1. ASTM A123/A123M, for galvanizing steel and iron products.

2. ASTM A153/A153M, for galvanizing steel and iron hardware.
 - G. Aluminum: Alloy and temper recommended by aluminum producer and finisher for type of use, corrosion resistance, and finish indicated; manufacturer's standard strengths and thicknesses for type of use.
 1. Extruded Aluminum: **ASTM B221** (**ASTM B221M**).
 2. Aluminum Sheet and Plate: **ASTM B209** (**ASTM B209M**).
 - H. Stainless-Steel Bars and Shapes: ASTM A276/A276M, Type 304.
 - I. Stainless-Steel Tubing: ASTM A554, Grade MT-304.
 - J. Stainless-Steel Sheet, Strip, and Plate: ASTM A240/A240M or ASTM A666, Type 304.
 - K. Stainless-Steel Floor Plate: ASTM A793.
 - L. Glass: Comply with requirements in Section 088000 "Glazing."
 - M. Glass: As selected by Architect from manufacturer's full range and complying with ASME A18.1.
 1. Safety Glass Products: Glass tested according to laminated-glass requirements of 16 CFR 1201, Category II, or ANSI Z97.1, Class A.
 2. Safety Glass Marking: Glass permanently marked with certification label of manufacturer acceptable to authorities having jurisdiction. Label shall indicate manufacturer's name, type of glass, thickness, safety glazing standard with which glass complies, and be located so as to be visible after installation.
 - N. Acrylic Glazing: ASTM D4802, Category A-1 (cell-cast) or Category A-2 (continuous cast), Finish 1 (smooth or polished), clear or tinted as indicated.
 - O. Inserts: Furnish required concrete and masonry inserts and similar anchorage devices for installing structural members, guide rails, machines, and other lift components where installation of devices is specified in another Section.
 - P. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107/C1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.
- 2.4 FASTENERS
- A. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01 ICC-ES AC193 ICC-ES AC58 or ICC-ES AC308 as appropriate for the substrate.
 1. Material for Interior Locations: Carbon-steel components zinc-plated to comply with ASTM B633 or ASTM F1941 (ASTM F1941M), Class Fe/Zn 5, unless otherwise indicated.

- B. Power-Actuated Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

2.5 GENERAL FINISH REQUIREMENTS

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- 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.

2.6 FINISHES

- A. Steel and Galvanized-Steel Factory Finish:
 - 1. Baked-Enamel or Powder-Coat Finish: Clean, pretreat, and apply manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat with a minimum dry film thickness of 1 mil (0.025 mm) for topcoat.
 - 2. Color and Gloss: As selected by Architect from manufacturer's full range.
- B. Stainless-Steel Finishes:
 - 1. Floor Plate Finish: Mill.
 - 2. Grab Rail Finish: As selected by Architect from manufacturer's full range.
- C. Aluminum Finishes:
 - 1. Clear Anodic Finish: AAMA 611, AA-M12C22A41, Class I, 0.018 mm or thicker.
 - a. Color: As selected by Architect from full range of industry colors and color densities.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, critical dimensions, and other conditions affecting performance of the Work.
- B. Minimum Headroom Clearance: Verify that installed lift will have a minimum headroom of 80 inches (2032 mm) above any point on platform floor at any point of travel.
- C. Minimum Headroom Clearance: Verify that installed lift will have a minimum headroom of 79 inches (2000 mm) at any point during travel.
- D. Prepare written report, endorsed by Installer, listing conditions detrimental to performance.

- E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Comply with ASME A18.1 and manufacturer's written instructions for installation of lifts unless otherwise indicated.
- B. Secure lifts to building construction as follows unless otherwise indicated:
 - 1. For concrete and solid masonry anchorage, use post-installed anchors.
 - 2. For hollow masonry anchorage, use toggle bolts.
 - 3. For wood stud partitions, use hanger or lag bolts set into studs or wood backing between studs. Coordinate with carpentry work to locate backing members.
 - 4. For steel-framed partitions, use hanger or lag bolts set into fire-retardant-treated wood backing between studs. Coordinate with stud installation to locate backing members.
 - 5. For steel-framed partitions, use self-tapping screws fastened to steel framing or to concealed steel reinforcements.
 - 6. For steel-framed partitions, use toggle bolts installed through flanges of steel framing or through concealed steel reinforcements.
- C. Wiring Method: Conceal conductors and cables within housings of units or building construction. Do not install conduit exposed to view in finished spaces. Bundle, lace, and route conductors to terminal points with no excess and without exceeding manufacturer's limitations on bending radii.
- D. Coordinate runway doors with platform travel and positioning, for accurate alignment and minimum clearance between platforms, runway doors, sills, and door frames.
- E. Position sills accurately and fill space under sills solidly with nonshrink, nonmetallic grout.
- F. Coordinate platform doors with platform travel and positioning.
- G. Adjust stops for accurate stopping and leveling at each landing, within required tolerances.
 - 1. Leveling Tolerance: 1/4 inch (6 mm) up or down, regardless of load and direction of travel.
- H. Adjust retractable ramps to meet maximum allowable slope and change-in-elevation requirements, and to lie fully against landing surfaces.
- I. Lubricate operating parts of lift, including drive mechanism, guide rails, hinges, safety devices, and hardware.
- J. Test safety devices and verify smoothness of required protective enclosures and other surfaces.

3.3 FIELD QUALITY CONTROL

- A. Acceptance Testing: On completion of lift installation and before permitting use of lifts, perform acceptance tests as required and recommended by ASME A18.1 and authorities having jurisdiction.

- B. Operating Test: In addition to acceptance testing, load lifts to rated capacity and operate continuously for 30 minutes between lowest and highest landings served. Readjust stops, signal equipment, and other devices for accurate stopping and operation of system.
- C. Advise Owner, Architect, and authorities having jurisdiction in advance of dates and times tests are to be performed on lifts.

3.4 MAINTENANCE SERVICE

- A. Initial Maintenance Service: Beginning at Substantial Completion, maintenance service shall include 12 months' full maintenance by skilled employees of lift Installer. Include quarterly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper lift operation. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.

3.5 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain lifts. Include a review of emergency systems and emergency procedures to be followed at time of operational failure and other building emergencies.
- B. Check operation of lifts with Owner's personnel present and before date of Substantial Completion. Determine that operating systems and devices are functioning properly.
- C. Check operation of lifts with Owner's personnel present not more than one month before end of warranty period. Determine that operating systems and devices are functioning properly.

END OF SECTION 144200