Specifications and Bid Documents

for

Renovations to Crawford Pavilion

122 North Ridge Street
Rye Brook, NY 10573

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

Issued for Bid:
August 26, 2016

TABLE OF CONTENTS

DIVISION 00 – CONTRACTUAL REQUIREMENTS

SECTION

000115	List of Drawings
001000	Instructions to Bidders
002113	Bidding Requirements
004100	Bid Form – General Construction
004400	Qualifications of Bidder
004401	Subcontractors/Suppliers
004402	Hold Harmless Agreement
005200	Form of Agreement
006000	Project Bonds
007200	General Conditions

DIVISION 1 - GENERAL REQUIREMENTS

SECTION

011000	Summary of Contract
011001	Summary of Requirements
012000	Price and Payment Procedures
012005	Partial Release of Lien
012300	Alternates
013000	Administrative Requirements
013300	Submittal Procedures
013554	Federal and State Prevailing Wage Rates Summary Compliance Requirements
014000	Quality Requirements
014100	Regulatory Requirements
014523	Testing and Inspection
014533	Code Required Special Inspections
015000	Temporary Facilities and Controls
015510	Traffic and Pedestrian Access and Control
015713	Temporary Erosion and Sediment Control
016000	Product Requirements
017000	Execution
017329	Cutting and Patching
017419	Construction Waste Management and Disposal
017800	Closeout Procedures and Submittals
017823	Operation and Maintenance Data

DIVISION 2 - EXISTING CONDITIONS

NOT USED

DIVISION 3 - CONCRETE

NOT USED

DIVISION 4 - MASONRY

NOT USED

DIVISION 5 - METALS

SECTION

055000	Miscellaneous Metals

DIVISION 6 - WOOD, PLASTICS AND COMPOSITES

SECTION

061000	Wood Frame Construction
062000	Carpentry
068316	Fiberglass-Reinforced Paneling

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

SECTION

072100	Thermal Insulation
076200	Sheet Metal Flashing
078413	Firestops and Smokeseals
079200	Joint Sealers

DIVISION 8 - OPENINGS

SECTION

080671	Door Hardware Sets
081113	Steel Doors and Frames
083113	Access Doors

DIVISION 9 - FINISHES

SECTION

092900	Gypsum Drywall
099000	Painting and Finishing

DIVISION 10 - SPECIALTIES

SECTION

101400	Signage
102813	Toilet Accessories
104416	Fire Extinguishers and Cabinets

DIVISION 11 - EQUIPMENT

NOT USED

DIVISION 12 - FURNISHINGS

NOT USED

DIVISION 13 - SPECIAL CONSTRUCTION

NOT USED

DIVISION 14 - CONVEYING EQUIPMENT

NOT USED

DIVISION 21 - FIRE SUPPRESSION

NOT USED

DIVISION 22 - PLUMBING

SECTION

22 000	Plumbing

DIVISION 23 - HEATING, VENTILATING AND AIR CONDITIONING

SECTION	
23 0500	Common Work Results for HVAC
23 3100	HVAC Ducts and Casings
23 3300	Air Duct Accessories
23 3400	HVAC Fans
23 5100	Breeching, Chimneys, and Stacks

DIVISION 26 - ELECTRICAL

SECTION	
26 0500	Common Work Results for Electrical
26 0510	Scope of Work
26 0515	Electrical Demolition
26 0519	Low Voltage Electrical Power Conductors and Cables
26 0526	Grounding and Bonding for Electrical Systems
26 0529	Hangers and Supports for Electrical Systems
26 0533	Raceway and Boxes for Electrical Systems
26 0553	Identification for Electrical Systems
26 0923	Lighting Control Devices
26 2200	Low Voltage Transformers
26 2416	Panelboards
26 2726	Wiring Devices
26 2813	Fuses
26 2816	Enclosed Switches and Circuit Breakers
26 5100	Interior Lighting

DIVISION 27 - COMMUNICATIONS

27 5226	Emergency Call Aid System

SECTION 00 0115

LIST OF DRAWING SHEETS

PART 1 - GENERAL

1.1 DRAWING INDEX

A. Drawings are listed on Drawing G-100. They are as follows:

CRAWFORD PAVILION

ARCHITECTURAL

Drawing #	*Title*	*Issued for Bid*
G-100	Cover Sheet	8/25/2016
D-100	Demolition Plan	8/25/2016
A-100	New Slab & Floor Finish Plan	8/25/2016
A-101	Construction & Wall Finish Plan	8/25/2016
A-102	Equipment and Electrical Plan	8/25/2016
A-103	Reflected Ceiling Plan	8/25/2016
A-200	Exterior Elevations	8/25/2016
A-201	Interior Elevations & Details	8/25/2016
A-401	Sections & Details	8/25/2016
A-402	Sections & Details	8/25/2016

ENGINEERING

ELECTRICAL

Drawing #	*Title*	*Issued for Bid*
E-001	General Notes, Legends, Abbreviations and Drawing List	8/25/2016
ED-100	Demolition Floor Plan – Electrical	8/25/2016
E-100	Lighting Floor Plan	8/25/2016
E-200	Power & Low Voltage Floor Plan	8/25/2016
E-201	Partial Electrical Riser Diagram and Notes	8/25/2016

MECHANICAL

Drawing #	*Title*	
M-001	Mechanical Notes, Symbols, Details and Schedules	8/25/2016
M-100	Mechanical Floor Plan	8/25/2016
M-101	Mechanical Roof Plan	8/25/2016

PLUMBING

Drawing #	*Title*	
P-001	Plumbing Notes, Symbols & Details	8/25/2016
P-100	Plumbing Sanitary Floor Plan	8/25/2016
P-200	Plumbing Water and Gas Floor Plan	8/25/2016
P-300	Plumbing Riser Diagrams	

END OF SECTION

SECTION 00 1000

INSTRUCTIONS TO BIDDERS

1. Notice to Bidders

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

2. Form of Submission of Proposals

Bid documents must be enclosed in a sealed, opaque envelope marked plainly as follows**: "Renovations to Crawford Pavilion".** Contractor's bid documents shall be sent to the attention of **Hope Vespia, Town Clerk, Town of Rye, 222 Grace Church Street, Port Chester, NY 10573** and posted or delivered so as to be received at the above address **not later than 3:30 PM on Friday, September 30, 2016**. Bids will be publicly opened and read aloud at that time in the Clerk's Office. The Form of Proposal provided in the Bid Book must be enclosed, fully completed along with Qualifications of Bidder, Bid Bonds, Primary Sub-contractor List, etc. Failure to provide all documents required for bid may result in the disqualification of the bidder.

3. Examination of Contract Documents and Site Conditions

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

A pre-bid inspection for bidders will be held Thursday, September 1, 2016 at 10:30AM. Meeting will convene at the Pavilion in Crawford Park, 122 N. Ridge Street, Rye Brook, NY. Each bidder shall conduct an on-site inspection of the referenced project site PRIOR TO SUBMISSION OF A BID PROPOSAL. Bidders must satisfy themselves by personal examination of the location of the proposed work and of the actual conditions and requirements of the work and shall not, at any time after the submission of the Proposal, dispute or complain of such estimate or assert there was any misunderstanding in regard to the depth or the nature of the work to be done. The contractor is responsible to point out any/all ambiguities in the contract documents prior to contract signing in order to be considered. No consideration will be given for subsequent additional claims by the contractor of award after bidding with regard to apparent field conditions. The Bidder shall certify in writing on the Form of Proposal that he/she has carefully examined all existing conditions, the construction documents so as to become familiar with all aspects of the project, and that he/she fully understands all incidental work required under this bid.

Access to the site to be renovated under this contract shall only be permitted by appointment. Appointments must be arranged by contacting the Town Supervisor's office at dreisner@townofryeny.com.

4. Contractor Qualifications

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

5. Payment and Performance Bonds

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

6. Receipt and Modification of Proposals

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

7. Withdrawal of Proposals

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

8. Questions Regarding Contract Documents

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

To receive consideration, such questions shall be submitted **in writing** to the Architect no later than 4:00 PM, Monday, September 26, 2016. Contact information is as follows: Arconics Architecture, P.C., 545½ Westchester Avenue, Rye Brook, NY 10573, fax 914-939-1255 or email to arlene@arconics.net.

The Architect will respond to Requests for Information (RFIs) and arrange as Addenda, if necessary, which shall become part of the contract, all pertinent questions received as above, provided with the

decision regarding each. At least four (4) calendar days prior to the receipt of bids, the Architect will send a copy of these Addenda to each of those who have taken out the contract documents. No questions will be responded to after time indicated above.

9. Contingency Allowance

The Contractor shall include in the base bid a contingency allowance of ten thousand dollars ($7,500). Said contingency allowance shall be used for payment of unit price additions that are noted in the accepted contract. In addition, said contingency allowance shall also be used for payment of Owner-required testing and/or incidental changes to scope of work noted in contract documents, all at the direction of the Architect. The unused balance of said contingency allowance shall be credited to the Owner in final payment requisition.

10. Time for Completion

It is the intent of the Town of Rye to build the works under its charge in the shortest time consistent with good construction and based upon complete and well-designed construction plan and effective organization. The attention of prospective bidders is especially directed to the contract requirements as to the time of beginning work, the rate of progress and the time allowed for constructing and completing the work, as set forth elsewhere in this contract. The work on the project(s) as outlined shall be completed within a period of three (3) months to Substantial Completion, from the date of contract signing, with one (1) additional month for Final Completion.

11. Proceed Orders

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

12. Permitted Work Hours

Work shall be permitted from 8:00 AM till 6:00 PM, Monday through Friday, and 9:00 AM till 4:00 PM on Saturday. Permitted work hours noted are as established by the Village of Rye Brook and are subject to change. Contractor is responsible to confirm this information.

SECTION 00 2113

BIDDING REQUIREMENTS

SECTION 1 - DEFINITIONS

Whenever used in this Contract:

A. The term “Owner” means Town of Rye or its duly authorized representatives.

B. The term “Contract” or “Contract Documents” means and includes:

1. Instructions to Bidders
2. General Conditions
3. Form of Proposal
4. General Requirements
5. Specifications and Bid Documents
6. Plans and/or drawings (as listed in Specifications)
7. Amendments and/or addenda to any of the foregoing

C. The term "Work" means the work and materials specified and the obligations imposed upon the Contractor under this Contract.

D. The term "Contractor" shall mean the person, firm or corporation to whom the Contract is awarded; including his subcontractors who shall be subject to the approval of the Owner.

E. The term "Inspector" means any representative of the Owner designated to act as an Inspector by the Owner and acting within the scope of the powers and duties vested in the Inspector.

F. Where the term "construction" is used it shall also pertain to demolition.

SECTION 2 – INTERPRETATIONS AND ADDENDA

A. No interpretation given as to the meaning of any of the Contract Documents, whether such interpretation be oral or written, whether given to one bidder or to a group of bidders, whether made on the initiative of the Architect or at the request of one or more bidders, shall be binding in any way or effective to modify any of the provisions of the Contract Documents, unless and until such interpretation is issued in writing by the Owner to all bidders and is expressly denominated as an amendment or addendum to the Contract. Every request for an interpretation (RFI) shall be made in writing and addressed and forwarded to the Architect at its office address stated in the instructions to bidders. No inquiry received after 4:00 PM on Monday, September 26, 2016 will be given consideration. The Owner may issue such amendment or addenda to the Contract Documents as it deems advisable. Each amendment or addendum will be sent as promptly as is practicable to all persons to whom the Contract Documents have been issued. All such amendments or addenda shall upon issuance be deemed and become a part of the Contract Documents. It shall be the duty of the bidder to make certain that he has received, or has provided himself with copies of all amendments or addenda that have been issued, and Proposals shall be conclusively presumed to be based upon all the amendments or addenda issued up to the bid due date, regardless of whether a copy of each amendment or addendum is actually in the possession of the bidder.

B. The date and time set forth in the Instructions to Bidders for the receipt of bids for any extension or adjournment of said date and time by the Inspector is defined as the bid due date. The rights and

obligations of the bidders pursuant to the pertinent provisions in the Instructions of Bidders shall be effective as of that date and time only.

SECTION 3 – OPENING OF PROPOSALS

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

SECTION 4 – AWARD OF CONTRACT

A. PROCEDURE

1. The contract will be awarded to the lowest acceptable responsible bidder complying with the provisions of the Contract Documents. The Owner, however, reserves the right to reject any or all proposals or any portion of the proposals or to waive any information in the proposals, or to award the contract to other than the low bidder, if, in its judgment, the best interests of the Owner will be served. The Owner reserves the discretionary right to reject any or all proposals within sixty (60) days of bid opening, if in its opinion the best interest of the Owner will thereby be promoted, and to advertise for new proposals.

2. Acceptance of the Proposal and award of the Contract will be by delivery to the Contractor of a duplicate original of the Contract signed by the Owner.

3. The Contractor shall not assign the Contract or sublet it as a whole or in part without the written consent of the Owner.

4. The bidder to whom a Contract is awarded shall sign the Contract for the work and furnish the approved security and insurance certificates required within five (5) days after the date of notification.

SECTION 5 – UNIT PRICES

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

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

SECTION 6 – PERMITS AND FILING FEES

The Contractor is not responsible for obtaining and paying for the Building Permit. However, the contractor is responsible for obtaining any other / all permits, licenses, fees, and other filings necessary to obtain any required governmental and/or utility approval for all other work set forth in this contract. All costs associated with the above are to be included in the contract price.

SECTION 7 – CHANGE ORDER

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

SECTION 8 – APPROVED EQUALS

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

SECTION 9 – ORDER TO PROCEED

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

SECTION 10 - PAYMENTS

A. Partial payments will be made periodically upon submission by the Contractor of proper vouchers (AIA: G702) for all materials delivered and/or for all work performed during the previous period. In making such partial payments, the Owner shall retain ten (10%) percent of each voucher until the Contract is completed and all work accepted.

B. Final payment to the Contractor shall not become due until the Contractor has completed to the satisfaction of the Owner, all of the work required by the Contract, and until the Contractor shall have delivered to the Owner all releases by the Contractor, his subcontractors or other persons from claims and demands of any nature whatsoever arising out of the Contract as may be required, and in the form required by the Owner, and until the Owner has issued its Final Certificate of Completion which shall state the amount due to the Contractor. Payment will be made to the Contractor within thirty (30) days from such date of the Final Certificate of Completion

C. All payments, both partial and final, are subject to the prior approval of the Architect.

SECTION 11 – GUARANTEES

The Contractor hereby agrees that all materials and workmanship furnished under the Contract are perfect and in strict accordance with the Contract and will so remain for a period of one year from the date of Final Certificate of Completion, or for the period set forth in the specifications during

which time the Contractor shall replace any defective material or workmanship without cost to the Owner.

SECTION 12 - INDEMNIFICATION

A. To the fullest extent permitted by law, Contractor shall indemnify, defend, protect, and hold harmless Owner, the Additional Insured referenced above, and the Architect (excluding with respect to the Architect, claims arising out of (i) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (ii) the giving of or the failure to give directions or instructions by the Architect, its agents or employees, provided such giving or failure to give is the primary cause of the injury or damage), their respective partners, members, officers, directors, shareholders, representatives, agents, employees, and anyone else acting for or on behalf of any of them (herein individually called "Indemnitee" and collectively called "Indemnitees") from and against all liabilities, damages, losses, claims, demands, lawsuits, proceedings, arbitrations, and actions of any nature whatsoever, except to the extent caused by the sole negligence of the Indemnitee(s), which arise out of or are connected with, or are claimed to arise out of or be connected with:

   (1) The performance of Work or any act or omission of Contractor, its Subcontractors, suppliers or materialmen or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable;

   (2) Any accident or occurrence which happens, or is alleged to have happened, in or about the place where such Work is being performed or in the vicinity thereof (a) while Contractor is performing the Work, either directly or indirectly through a Subcontractor, supply or material agreement, or (b) while any of Contractor's property, equipment or personnel are in or about such place or the vicinity thereof by reason of or as a result of the performance of the Work;

   (3) The use, misuse, erection, maintenance, operation or failure of any machinery or equipment (including, but not limited to, scaffolds, derricks, ladders, hoists, rigging supports, etc.) whether or not such machinery or equipment was furnished, rented or loaned by Owner or their officers, employees, agents, servants or others, to Contractor;

   (4) Mechanics' and materialmen's liens and any other liens of any kind whatsoever asserted against the Project, existing improvements on the Site, or any part thereof arising out of the Work performed hereunder; or

   (5) Failure of Contractor or those acting under him to conduct the Work in accordance with the laws, statutes, ordinances, and regulations of any governmental authority; (collectively "Claims").

B. Contractor expressly understands and agrees that any performance bond or insurance protection required by the Contract Documents, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, save, and hold harmless and defend the Indemnitees as herein provided.

C. The indemnification provisions contained herein shall be included in each of Contractor's Subcontracts and shall be in favor of the Indemnitees and Contractor.

D. If any Claim has not been settled or discharged when the Work is finished, and such claim is not covered by insurance or the carrier accepts it under a reservation of rights, Owner may withhold an amount equal to 150% of the outstanding Claim until it is paid or settled or Contractor provides a bond acceptable to Owner to satisfy such Claim.

E. In the event Contractor, any Subcontractor, Sub-subcontractor, supplier or materialman makes, records or files a mechanic's lien, materialmen's lien or any other lien or Claim of any kind whatsoever, asserted against the Project, existing improvements on the Site, or any part thereof arising out of the Work performed hereunder, Contractor shall immediately, and at its expense, procure, furnish, and record appropriate statutory release bonds, which will extinguish and/or expunge said lien or Claim.

F. The provisions contained herein shall in no way be deemed released, waived, or modified in any respect by reason of any insurance or bond provided by Contractor pursuant to the Contract Documents. Owner shall have the right to retain out of any payment due or thereafter to become due to Contractor two hundred percent (200%) of the amount of any liens arising out of the Work, which liens have not been removed or bonded off, to indemnify Owner against the cost of such liens that may appear at any time in favor of any person claiming by, through or under Contractor, which amount shall include, without limitation, attorneys' fees and costs relating to defending any Claim in connections therewith or deposits which need to be made to have such lien released against the Project.

G. In the event that Contractor is requested but refuses to honor its indemnity obligations hereunder, then Contractor shall, in addition to its other obligations, pay the cost of bringing any action to enforce Contractor's indemnity obligations, including, without limitation, attorneys' and consultants' fees, expenses, and court costs, to the party requesting indemnity.

H. In addition to all the foregoing requirements in Section 12, the Contractor's execution of the "Hold Harmless Agreement" in Section 004402 is required. Where the requirements may conflict the more stringent shall apply.

SECTION 13 - INSURANCE

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

1. Workmen's Compensation and Employers' Liability Insurance shall be secured and maintained as required by New York State.
2. Public Liability, Bodily Injury, and Property Damage:
   a. Injury or death of one person $1,000,000
   b. Injury to more than one person in a single accident $2,000,000
   c. Property Damage $1,000,000
3. Automobile and Truck Public Liability, Bodily Injury and Property Damage:
   a. Injury or Death of one person $1,000,000
   b. Injury to more than one person in a single Accident $2,000,000
   c. Property Damage $1,000,000

B. The Bidder must submit a current Certificate of Insurance to the Town of Rye Supervisor's office prior to beginning any work under this contract. Said Certificate must show the Town of Rye and Arconics Architecture, P.C. as ADDITIONAL INSUREDS. CERTIFICATE

HOLDER and shall read as: Town of Rye, 222 Grace Church Street, Port Chester, New York 10573

C. PROOF OF WORKERS' COMPENSATION AND DISABILITY COVERAGE: Before any work can begin under this contract, you must submit proof of workers' compensation and disability coverage in the form and limits required by New York State Law. Proof of coverage may be evidenced by inclusion on your Certificate of Insurance, by submitting your State Insurance Fund Certificate. If you are not required to carry workers' compensation and disability coverage under the laws of New York State, you must, upon contract award and before any work begins, submit a completed form c-105.21 which has been certified by the State of New York workers' compensation board.

.

SECTION 14 - DEFAULT

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

SECTION 15 - SUMMARY

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

SECTION 00 4100
BID FORM – GENERAL CONSTRUCTION

Date_____

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

Dear Mr. Zuckerman:

The undersigned having visited the site of the above project and having familiarized himself with all the local conditions affecting the cost of the work and with the contract documents including the Amendments and Addenda No._____,
(insert "None" or Addenda No.)
hereby proposes to furnish all labor, materials, tools, equipment, insurance and to pay all applicable taxes, and to do and perform all things as provided in the specifications, all in accordance with the contract documents. The base bid shall include all work depicted and implied on the plans in accordance with the specifications. The specific amounts of work graphically indicated and/or described shall be included in the base bid. **Bids must be broken out by category, including unit pricing, as indicated on Pages 1 through 5 of the Bid Form to be considered. A complete proposal shall include:**

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

The contractor's Base Bid for all work for the Crawford Pavilion, is

_____ dollars

($ _____)

Unit Prices shall be noted for additional work or work countermanded and shall become a part of this proposal.
Base bid and unit prices are to remain fixed for six (6) months from date of acceptance.

Very truly yours,

_____
(Bidder)

By: _____(address of bidder)

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

By:_____
(If Corporation - Name and Office Held)

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

BID FORM

Crawford Pavilion

Town of Rye

ARTICLE/ DIVISION	DESCRIPTION	PRICE
Article 2	Erosion and Sediment Control, Silt Stabilization, Invert Protection	
Articles 3 & 4	Site Preparation and Excavation	
02050	Demolition and Rubbish Removal	
Division 26	Exterior Lighting	
Article 8	Dry Laid Unit Masonry and Pavers as specified, installed	
Article 7	Asphalt Pavement – Base, Binder, Top Coat	
Article 11	Seeding and Grass Establishment	
03000	Concrete	
057000	Metal Railings	
	Overhead Door	
08700	Hardware	
09250	Drywall / Carpentry	
09900	Painting	
10800	Toilet Partitions and Accessories	
	Exterior Building Signage	
15100	Plumbing and Fixtures	
15500	HVAC	
16000	Electrical and Fixtures	
	Miscellaneous	
	Subtotal	
	Unit Price Allowance	$7,500.00
	General Conditions	
	Performance and Payment Bonds	
	Overhead and Profit	
	TOTAL	

Signature Date

UNIT PRICE SCHEDULE

The Contractor agrees to accept an increase or decrease in the contract amount based on quantity differences multiplied by the applicable "Unit Price" for changes in the quantities of materials indicated and earthwork. The quantity differences shall be based on the differences between information contained in the Contract Documents and actual conditions uncovered at the site.

	UNIT PRICES **Add or Deduct**		
Item No.	**Description**	**Pay Unit**	**Unit Price**
No. 1	New Wood Stud (up to 6" thick) Wall and Gypsum Wallboard Partition to Structure Above With Sound Attenuation Batts	Per LF	$_____
No. 2	New Hollow Metal Door, Hollow Metal Frame and Hardware, Installed	Each	$_____
No. 3	Epoxy Floor Finish, as specified	Per SF	$_____
No. 4	Vinyl Base, Installed	Per LF	$_____
No. 5	1' x 4' Surface-Mounted LED Light Fixture, as specified – Installed	Each	$_____
No. 6	Duplex Outlet – Installed	Each	$_____
No. 7	Duplex Outlet, Dedicated – Installed	Each	$_____
No. 8	Emergency Light Pack – Installed	Each	$ _____
No. 9	Contractor's OH & P to be added to direct cost of any Change Order	Per CO	_____ %

NOTE:
CONTRACTOR'S BASE BID AND UNIT PRICES SHALL INCLUDE ALL CUTTING AND PATCHING REQUIRED BY THE EXECUTION OF ALL CONTRACTED ITEMS AND WORK.

_____ _____

Signature Date

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of_____)
:SS:
County of _____)

On this _____ day of _____, 20_____
before me personally came _____
to me known, who, being by me duly sworn, did depose and say that
he resides at_____,
that he is the_____ of
_____ the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name there to by like order.

_____
(Notary Public)

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

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of_____)
:SS:
County of _____)

On this _____ day of _____, 20_____

before me personally appeared _____
to me known and known to me to be one of the members of the firm
of_____ who
executed the foregoing instrument and he acknowledged to me that he
executed the same as and for the act of said firm.

_____
(Notary Public)

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

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of_____

:SS:

County of _____

On this _____ day of _____, 20____

before me personally appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

_____

(Notary Public)

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

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

Name of Partners | Residence Address

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

Title	Name	Residence Address

Organized under the Laws of the State of _____

Date _____

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

Date_____

ACCEPTANCE

The foregoing Proposal of _____
(Name of Contractor)

dated_____ in the amount of _____

_____ Dollars (_____)

is hereby accepted as of _____
(Date)

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

_____
Town of Rye

By:_____

Attest: _____

Order to Proceed
The Proceed date is established as of _____

Dated : _____

_____
Town of Rye

By: _____

SECTION 00 4400

QUALIFICATIONS OF BIDDERS

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

A. A description of experience with a minimum of three (3) projects of comparative size, complexity, equipment, and cost, together with documentary evidence showing that said projects were completed to the Owner's satisfaction and were completed in a timely fashion;

   1. Documentation from each of the capital projects the bidder has performed in the last three (3) years concerning the bidder's:

      a. timeliness of performance of the work of the project

      b. evidence that the project was completed to the Owner's satisfaction;

      c. whether or not any extensions of time were requested by the contractor and whether or not such requests were granted;

      d. whether litigation and/or arbitration was commenced by either the Owner or the bidder as a result of the work of the project performed by the bidder;

      e. whether any liens were filed on the project by subcontractors or material suppliers of the bidder;

      f. whether the bidder was defaulted on the project by the owner;

      g. whether the bidder made any claims for extra work on the project, including whether said claim resulted in a change order;

   2. Documentation evidencing the bidder's existence under the same name for the last three (3) years.

B. Confirmation that the General Contractor and/or any of its subcontractors associated with or participating on this project have not been debarred or suspended or otherwise excluded from or found ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension".

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Name of Bidder

_____

2. Type of Business Entity

_____

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

_____

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

_____

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

_____

_____

_____

_____

6a. Have any of the persons listed in Number 5 owned/operated/been shareholders in any other companies? If so, please state name of owned/operated/been shareholders and names of other companies:

_____

_____

_____

_____

6b. If the answer to number 6a is in the affirmative, list said persons and the names of their previous affiliations.

_____

_____

_____

_____

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

_____

_____

_____

_____

8. During the five year period preceding the submission of this bid, has the bidder been named as a party in any lawsuit arising from performance of work related to any project in which it has been engaged? If the answer to this question is yes, list all such lawsuits, the index number associated with said suit and the status of the lawsuit at the time of the submission of this bid.

_____

_____

_____

_____

9. During the five year period preceding the submission of this bid, has the bidder been the subject of an investigation and/or proceedings before the Department of Labor for alleged violations of the Labor Law as it relates to the payment of prevailing wages and/or supplemental payment requirements? If the answer to this question is yes, please list each such instance of the commencement of a Department of Labor proceeding, for which project such proceeding was commenced, and the status of the proceeding at the time of the submission of this bid.

_____

_____

_____

_____

_____

_____

10. During the five year period preceding the bidder's submission of this bid, has the bidder been the subject of proceedings involving allegations that it violated the Workers' Compensation Law including but not limited to the failure to provide proof of worker's compensation or disability coverage and/or any lapses thereof. If the answer to this question is yes, list each such instance of violation and the status of the claimed violation at the time of the submissions of this bid.

_____

_____

_____

_____

_____

11. During the five year period preceding the bidder's submission of this bid, has the bidder been charged with and/or found guilty of any violations of federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations? If the answer to this question is yes, list the nature of the charge against the bidder, the date of the charge, and the status of the charge at the time of the submission of this bid.

_____

_____

_____

_____

_____

12. Does the bidder have any projects ongoing at the time of the submission of this bid? If the answer to this question is yes, list the projects on which the bidder is currently working, the percentage complete, and the expected date of completion of said project.

_____

_____

_____

_____

_____

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

_____

_____

_____

_____

_____

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

_____

_____

_____

_____

_____

Dated:_____By:_____

(Signature)

_____

(Print Name and Title)

Sworn to before me this

day of _____ , 20____ .

_____

Notary Public

END OF SECTION

SECTION 00 4401

SUBCONTRACTORS / SUPPLIERS

PART 1 – GENERAL

1.1 SUBCONTRACTORS/SUPPLIERS

A. Submittal of Primary Sub Contractors include but not limited to the following:

B. Construction Contractor:

1. Hardware Supplier
2. Doors and Frames Supplier
3. Carpentry Sub Contractor
4. Framing and Gypsum Board Supplier.
5. Flooring Supplier

6 Painting Sub Contractor

7. Plumbing Sub Contractor
8. Electrical Sub Contractor
9. Insulation
10. HVAC
11. Railings
12. Masonry/Concrete

SECTION 00 4402

HOLD HARMLESS AGREEMENT

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

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

Dated _____, 2016

Signed, Sealed and Delivered

SIGNED

Name_____ Title_____

in the presence of:
Name_____Title_____

SECTION 00 5200

FORM OF AGREEMENT

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 FORM OF AGREEMENT

A. AIA Document A107 - 2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope, forms the basis of the Contract between the Owner and Contractor. A draft copy is attached.

1.3 RELATED REQUIREMENTS

A. Section 00 7200 - General Conditions.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 00 6000

PROJECT BONDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

B. Attorney-in-fact who execute said bonds on behalf of a surety must affix thereto a certified and effectively dated copy of their Power of Appointment and Certification of an officer of the surety that the Power of Attorney continues in effect.

1.2 BID BOND:

A. A Bid Bond will be required for this project. The American Institute of Architects Document A310, February 2010 edition entitled "Bid Bond" shall be the contract bond form for this project. Each individual bid shall be accompanied by a check upon a duly authorized State, National Bank or Trust Company, duly certified in the sum equal to TEN (10%) percent of the total amount of the bid including alternates, or a Bid Bond in the amount of TEN (10%) of the bid, including alternates, payable to the Owner, and shall be enclosed in an envelope containing the bid; as a guarantee that the Bidder will, after the award is made to him, enter into a bona fide contract with the Owner for the work, and furnish the bonds and liability policies as required under the specifications. If, for any reason, whatsoever, the Bidder fails to enter into a proper contract and to execute the proper bonds, as required by these specifications, the amount of said guarantee be retained by the Owner shall be the difference between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the Work.

1. Each bid bond must also be accompanied by the written consent of the Surety Company authorized to do business in the State of New York and be Best "Secured" rated or better.

B. All certified checks, except the check of the Bidder to whom a contract is awarded, will be returned to the respective Bidders, as soon as the Letter of Award has been issued by the Owner.

1. The check of the Bidder, to whom a contract has been awarded, shall be retained until the contract has been executed and all bonds together with an approved liability insurance policy are filed with the Owner.

1.3 PERFORMANCE AND PAYMENT BOND:

A. Refer to General Conditions Article 11 for additional requirements.

B. A Performance and Labor and Material Payment Bond will be required for this project. The bond premiums will be paid for by the Contractor.

C. The American Institute of Architects, AIA Document A312, 2010 edition, entitled “Performance Bond" and AIA Document A312, 2010 edition, entitled "Payment Bond" and shall be the contract bond form for this project. AIA Document A311 is not acceptable.

D. Each bond shall be a sum equal to One Hundred (100%) of the Contract Sum and shall be in a form satisfactory to the Owner, and shall be underwritten by a surety company authorized to do business in the State of New York.

E. Every Bond under this paragraph must display the Surety's Bond Number.

F. Each bond must be accompanied by an original Power of Attorney, giving the name of attorney's in fact and extent of bonding capacity.

G. The Surety Company shall be obligated for the bonds for a two-year period after substantial completion.

H. All Surety Companies shall be permitted to do business in the State of New York and be A.M. Best Rating of "A" or better as to Policy Holder Ratings and "VII" or better as to Financial Size Category.

I. A rider including the following provisions shall be attached to each Bond:

Owner: Town of Rye, NY

1. Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change or other modification of the Contract Documents. Such addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder ad notice to the Surety of such matters is hereby waived.

2. Surety further agrees that in event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner and the Owner shall have thirty (30) days from the time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first-class postage prepaid to Owner.

3. Surety agrees that it is obligated under the bonds to any successor, grantee or assignee of the Owner.

END OF SECTION

SECTION 00 7200

GENERAL CONDITIONS

1.1 RELATED DOCUMENTS

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

1.2 FORM OF GENERAL CONDITIONS

A. AIA Document A201, General Conditions of the Contract for Construction, 2007 Edition, attached, is the General Conditions between the Owner and Contractor and has been revised. All deletions and additions have been incorporated, and is hereby made a part of the specifications. All references to the General Conditions within these specifications shall mean "General Conditions of the Contract for Construction" the American Institute of Architects, A.I.A., Document A201, 2007 Edition, as revised.

1.3 RELATED REQUIREMENTS

A. Section 00 5200 – Form of Agreement

END OF SECTION

AIA® Document A107™ – 2007

Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope

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

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

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

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

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

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

The Owner and Contractor agree as follows.

Sample

AIA Document A107™ – 2007. Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.
100510ACD43

TABLE OF ARTICLES

1 THE WORK OF THIS CONTRACT

2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3 CONTRACT SUM

4 PAYMENT

5 DISPUTE RESOLUTION

6 ENUMERATION OF CONTRACT DOCUMENTS

7 GENERAL PROVISIONS

8 OWNER

9 CONTRACTOR

10 ARCHITECT

11 SUBCONTRACTORS

12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

13 CHANGES IN THE WORK

14 TIME

15 PAYMENTS AND COMPLETION

16 PROTECTION OF PERSONS AND PROPERTY

17 INSURANCE & BONDS

18 CORRECTION OF WORK

19 MISCELLANEOUS PROVISIONS

20 TERMINATION OF THE CONTRACT

21 CLAIMS AND DISPUTES

Sample

ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

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

AIA Document A107™ – 2007. Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than
( ) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of the Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 3 CONTRACT SUM

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

☐ Stipulated Sum, in accordance with Section 3.2 below

☐ Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

☐ Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

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

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Sample

AIA Document A107™ – 2007. Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

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

Item	Units and Limitations	Price per Unit ($0.00)

§ 3.2.3 Allowances included in the stipulated sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price

§ 3.3 Cost of the Work Plus Contractor's Fee
§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price
§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4.3 Guaranteed Maximum Price
§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed ($), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.
(Insert specific provisions if the Contractor is to participate in any savings.)

Sample

AIA Document A107™ – 2007. Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

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

Item	Units and Limitations	Price per Unit ($0.00)

§ 3.4.3.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item	Allowance

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

ARTICLE 4 PAYMENTS

§ 4.1 Progress Payments

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

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

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

Sample

AIA Document A107™ – 2007. Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

§ 4.1.4 Retainage, if any, shall be withheld as follows:

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

§ 4.2 Final Payment

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

- **.1** the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- **.2** the contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a guaranteed maximum price; and
- **.3** a final Certificate for Payment has been issued by the Architect.

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

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.3, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 21.4 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A107–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

Sample

AIA Document A107™ – 2007. Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

§ 6.1.2 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 6.1.3 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages

§ 6.1.4 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date

§ 6.1.5 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Article 6.

§ 6.1.6 Additional documents, if any, forming part of the Contract Documents:

.1 Exhibit A, Determination of the Cost of the Work, if applicable.

.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.3 Other documents:
(List here any additional documents that are intended to form part of the Contract Documents.)

Sample

AIA Document A107™ – 2007. Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

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

§ 7.4 Instruments of Service

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

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

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

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

§ 7.6 Transmission of Data in Digital Form

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmission, unless otherwise provided in the Agreement or in the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.2 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.3 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements,

Sample

AIA Document A107™ – 2007. Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

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

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

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

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

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

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

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

§ 9.3 Labor and Materials

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

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

Sample

AIA Document A107™ – 2007. Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

§ 9.5 Taxes

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

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

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

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Allowance amounts shall not include the Contractor's costs for unloading and handling at the site, labor, installation, overhead, and profit.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

Sample

AIA Document A107™ – 2007. Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

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

§ 9.11 Cutting and Patching
The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

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

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

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

§ 9.15 Indemnification
§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT
§ 10.1 The Architect will provide administration of the Contract and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

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

§ 10.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract

AIA Document A107™ – 2007. Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

Sample

Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

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

§ 10.5 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.6 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.7 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

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

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

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors or suppliers for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Article 21.

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

Sample

AIA Document A107™ – 2007. Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

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

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

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

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.4.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Applications for Payment

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used in reviewing the Contractor's Applications for Payment.

Sample

AIA Document A107™ – 2007. Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

§ 15.1.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 15.1.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

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

§ 15.2 Certificates for Payment

§ 15.2.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.2.3.

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

§ 15.2.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.2.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.2.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

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

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

Sample

AIA Document A107™ – 2007. Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

§ 15.3 Progress Payments

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

§ 15.3.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

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

§ 15.4 Substantial Completion

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

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

§ 15.4.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

§ 15.5 Final Completion and Final Payment

§ 15.5.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

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

- **.1** liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents; or
- **.3** terms of special warranties required by the Contract Documents.

Sample

AIA Document A107™ – 2007. Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

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

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

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

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

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

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 The Contractor shall purchase from, and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Section 9.15. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall

Sample

AIA Document A107™ – 2007. Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 17.2 Owner's Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.3 Property Insurance
§ 17.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 15.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 17.3.1 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and sub-subcontractors in the Project.

§ 17.3.2 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 17.3.3 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 12, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 17.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 12, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 17.3.4 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.

§ 17.4 Performance Bond and Payment Bond
§ 17.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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

ARTICLE 18 CORRECTION OF WORK
§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and

Sample

AIA Document A107™ – 2007. Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.2.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.4.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

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

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, except, that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.4.

§ 19.3 Tests and Inspections

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor.

§ 19.4 Commencement of Statutory Limitation Period

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 19.4.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.2.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

Sample

AIA Document A107™ – 2007. Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

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

§ 20.2.2 When any of the above reasons exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.8 and Sections 15.5.3 and 15.5.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

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

§ 21.4 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Sample

AIA Document A107™ – 2007. Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

§ 21.5 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.6 Any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.7 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.8 Claims for Consequential Damages

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.8 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

Sample

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document A107™ – 2007. Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

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

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

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

TABLE OF ARTICLES

1 GENERAL PROVISIONS
2 OWNER
3 CONTRACTOR
4 ARCHITECT
5 SUBCONTRACTORS
6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7 CHANGES IN THE WORK
8 TIME
9 PAYMENTS AND COMPLETION
10 PROTECTION OF PERSONS AND PROPERTY
11 INSURANCE AND BONDS
12 UNCOVERING AND CORRECTION OF WORK
13 MISCELLANEOUS PROVISIONS
14 TERMINATION OR SUSPENSION OF THE CONTRACT
15 CLAIMS AND DISPUTES

Init.
/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

Sample

INDEX
(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7, 14.1, 15.2
Addenda
1.1.1, 3.11
Additional Costs, Claims for
3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.5**
Additional Insured
11.1.4
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8, 7.3.8
All-risk Insurance
11.3.1, 11.3.1.1
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7, 9.10, 11.1.3
Approvals
2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.5.1
Arbitration
8.3.1, 11.3.10, 13.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.4, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2
Architect's Additional Services and Expenses
2.4, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.4, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1, 5.2.1, 11.4.1
Binding Dispute Resolution
9.7, 11.3.9, 11.3.10, 13.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1
Boiler and Machinery Insurance
11.3.2
Bonds, Lien
7.3.7.4, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**
Building Permit
3.7.1
Capitalization
1.3

Sample

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3
Certificates of Inspection, Testing or Approval
13.5.4
Certificates of Insurance
9.10.2, 11.1.3
Change Orders
1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.1, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.3.9
Claims, Definition of
15.1.1
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, **15.1.4**
Claims for Additional Time
3.2.4, 3.7.4, 6.1.1, 8.3.2, 10.3.2, **15.1.5**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Claims Subject to Arbitration
15.3.1, 15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4
Commencement of the Work, Definition of
8.1.2
Communications Facilitating Contract Administration
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7
Compliance with Laws
1.6, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.3
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 11.3.9, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, **9.1**, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5
Contract Sum, Definition of
9.1
Contract Time
3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction Schedules
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Sample

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

Contractor's Employees
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8
Contractor's Relationship with the Architect
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
9.7
Contractor's Right to Terminate the Contract
14.1, 15.1.6
Contractor's Submittals
3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3
Contractual Liability Insurance
11.1.1.8, 11.2
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.2.5, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.7
Costs
2.4, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Damages for Delay
6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.3, 2.4, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1
Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2, 11.1.2
Emergencies
10.4, 14.1.1.2, 15.1.4
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Equipment, Labor, Materials or
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3

Sample

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.5, 15.2.5
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Faulty Work
(*See* Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 11.1.2, 11.1.3, 11.3.1, 11.3.5, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
Fire and Extended Coverage Insurance
11.3.1.1
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (*See* Warranty)
Hazardous Materials
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, 11.3.7
Information and Services Required of the Owner
2.1.2, **2.2**, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.5
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2
Instruments of Service, Definition of
1.1.7
Insurance
3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, **11**
Insurance, Boiler and Machinery
11.3.2
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 11.1.2
Insurance, Loss of Use
11.3.3
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, **11.3**
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Interest
13.6
Interpretation
1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12, 15.1.4
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 13.7, 15.4.1.1
Limitations of Liability
2.3, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2
Limitations of Time
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15
Loss of Use Insurance
11.3.3
Material Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Sample

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

Mechanic's Lien
2.1.2, 15.2.8
Mediation
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1
Minor Changes in the Work
1.1.1, 3.12.8, 4.2.8, 7.1, **7.4**
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2, 11.3.1
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.3, 2.4, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Notice
2.2.1, 2.3, 2.4, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7, 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1
Notice, Written
2.3, 2.4, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14, 15.2.8, 15.4.1
Notice of Claims
3.7.4, 10.2.8, **15.1.2,** 15.4
Notice of Testing and Inspections
13.5.1, 13.5.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.2.2, 9.6.6, 9.8, 11.3.1.5
Orders, Written
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Information and Services Required of the
2.1.2, **2.2**, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Owner's Authority
1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Financial Capability
2.2.1, 13.2.2, 14.1.1.4
Owner's Liability Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.4, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.3
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, **9.9**, 11.3.1.5
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3, 13.7, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.7.4, 9.6.7, 9.10.3, **11.4**
Payments, Progress
9.3, **9.6,** 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.7.4, 9.6.7, 9.10.3, **11.4**
Permits, Fees, Notices and Compliance with Laws
2.2.2, **3.7**, 3.13, 7.3.7.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7

Sample

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.3
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.3**
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4
Rejection of Work
3.5, 4.2.6, 12.2.1
Releases and Waivers of Liens
9.10.2
Representations
3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, **13.4**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Special Inspections and Testing
4.2.6, 12.2.1, 13.5
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14
Statute of Limitations
13.7, 15.4.1.1
Stopping the Work
2.3, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3.7**
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 13.7
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
4.1.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2

Sample

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3
Surety
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7
Surety, Consent of
9.10.2, 9.10.3
Surveys
2.2.3
Suspension by the Owner for Convenience
14.3
Suspension of the Work
5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.7.4
Termination by the Contractor
14.1, 15.1.6
Termination by the Owner for Cause
5.4.1.1, **14.2,** 15.1.6
Termination by the Owner for Convenience
14.4
Termination of the Architect
4.1.3
Termination of the Contractor
14.2.2
TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1, 12.2.1, **13.5**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5
Time Limits
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4
Time Limits on Claims
3.7.4, 10.2.8, **13.7**, 15.1.2
Title to Work
9.3.2, 9.3.3
Transmission of Data in Digital Form
1.6
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 7.3.4
Use of Documents
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.4.2
Waiver of Claims by the Contractor
9.10.5, 13.4.2, 15.1.6
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6
Waiver of Consequential Damages
14.2.4, 15.1.6
Waiver of Liens
9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3.7**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7
Weather Delays
15.1.5.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Notice
2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, **13.3**, 14, 15.4.1
Written Orders
1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2

Sample

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 Correlation and Intent of the Contract Documents

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Transmission of Data in Digital Form

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Information and Services Required of the Owner

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

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

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

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

§ 2.3 Owner's Right to Stop the Work

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

§ 2.4 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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

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

§ 3.4 Labor and Materials

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

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

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

§ 3.5 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§ 3.9 Superintendent

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

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

§ 3.10 Contractor's Construction Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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

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

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 Use of Site

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

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

§ 4.2 Administration of the Contract

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

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

§ 4.2.4 Communications Facilitating Contract Administration

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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

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

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

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

§ 7.4 Minor Changes in the Work

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 Schedule of Values

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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

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

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

§ 9.6 Progress Payments

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

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

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

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

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

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will

Init.
/

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

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

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials

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

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

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

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

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

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

§ 10.4 Emergencies .

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Liability Insurance

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- **.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- **.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- **.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- **.4** Claims for damages insured by usual personal injury liability coverage;
- **.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.6** Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- **.7** Claims for bodily injury or property damage arising out of completed operations; and
- **.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 Property Insurance

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 Boiler and Machinery Insurance

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

§ 11.3.3 Loss of Use Insurance

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 Waivers of Subrogation

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

§ 11.4 Performance Bond and Payment Bond

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 Correction of Work

§ 12.2.1 Before or After Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

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

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

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

Sample

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

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

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

§ 13.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 Rights and Remedies

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

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

§ 13.5 Tests and Inspections

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

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

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

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

§ 13.6 Interest

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

§ 13.7 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

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

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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

§ 14.3 Suspension by the Owner for Convenience

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

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

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

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

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

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 Notice of Claims

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 Claims for Additional Cost

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

§ 15.1.5 Claims for Additional Time

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

§ 15.1.6 Claims for Consequential Damages

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

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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

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

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

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

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

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

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

§ 15.4 Arbitration

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

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

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

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

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

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

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

Sample

AIA Document A201™ – 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are not permitted to reproduce this document. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

SECTION 01 1000

SUMMARY OF CONTRACT

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 PROJECT

A. Project Name: Renovations to Crawford Pavilion

B. Owner's Name: Town of Rye, NY

C. Architect's Name: Arconics Architecture, P.C.

1.3 DEFINITIONS

A. Refer to General Conditions.

1.4 CONTRACT DESCRIPTION

A. Project Description: Making the public bathrooms handicapped accessible; refurbishing the kitchen, and other related improvements.

1. This project is funded in part by a grant from New York State through its Community Development Block Grant Program. Bidders are advised to review Section 002115 Bidding Requirements – Section 15 – Special Contract Requirements.

B. Contract

1. It is the Owner's intention to have a single, lump sum contract which entails all of the work at Crawford Pavilion.

a. The Bid Form and associated breakout submitted is for all work which comprises the contract.

1.5 RELATED REQUIREMENTS

A. Section 00 5200 – Form of Agreement: Contract Sum, retainages, payment period.

B. Section 00 7200 - General Conditions: Additional requirements for progress payments and Changes in the Work.

C. Section 01 5000 - Temporary Facilities and Controls.

1.6 JURISDICTIONAL Arrangements

A. The Contractor shall only employ labor on the project or in connection with its work capable of working harmoniously will all trades, crafts and any other individuals associated with the capital improvement work to be performed. There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity at the project for any reason by anyone employed or engaged by the

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

B. If the Contractor has engaged the services of workers and/or subcontractors who are members of trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage or cost to the Owner and without recourse to the Architect or the Owner, any conflict between its agreement with the Owner and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade.

C. The Contractor shall ensure that its work continues uninterrupted during the labor dispute and will be liable to the Owner for all damages suffered by the Owner occurring as a result of work stoppages, slowdowns, disputes or strikes

1.7 CONTRACTOR USE OF SITE

A. Time Restrictions:

1. Contractors shall comply with Local Noise Ordinance. Work disrupting the community must be performed within the following hours:

a. Monday thru Friday: 8 AM to 6 PM, Saturday 9AM to 4 PM

b. Work hours are established by the Village of Rye Brook and could be subject to change. The Contractor shall confirm times. Weekend work shall only be permitted with prior Town approval.

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

1. General: Limitations on site usage as well as specific requirements that impact utilization are indicated on the drawings and/or by other contract documents. In addition to these limitations and requirements, the contractor shall administer allocation of available space so as to produce the best overall efficiency in performance of the total work of the project. Contractor shall schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.

2. Contractor is to maintain clear and unobstructed paths of exit discharge from all existing exits.

3 Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all time. Do not use these areas for parking or storage of materials.

4. Lock automotive type vehicles such as passenger cars and trucks and other types of mechanized and motorized construction equipment, when parked and unattended, to prevent

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

G. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the approved areas. If additional storage is necessary, obtain and pay for such storage off-site.

H. The Contractor and any entity for which the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner, which may be withheld in the sole discretion of the Owner.

I. Contractor shall ensure that the work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the work and all adjacent areas. The work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of:

1. The Crawford Mansion and the surrounding public park area.

J. Without prior approval of the Owner, the Contractor(s) shall not permit any workers to use any existing facilities at the Project site, including, without limitations, lavatories, toilets, entrances and parking areas other than those designated by the Owner. Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to comply with the rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project Site, and the Building, as amended from time to time. The Contractor shall immediately notify the Owner in writing if during the performance of the Work, the Contractor finds compliance with any portion of such rules and regulations to be impracticable, setting forth the problems of such compliance and suggesting alternatives through which the same results intended by such portions of the rules and regulations can be achieved. The Owner may, in the Owner's sole discretion, adopt such suggestions, develop new alternatives or require compliance with the existing requirements of the rules and regulations. The Contractor shall also comply with all insurance requirements, applicable to use, and occupancy of the Project Site and the Buildings.

K. Smoking, drinking of alcoholic beverages or open fires will not be permitted on the project site.

L. Utility Outages and Shutdown:

1. Limit disruptions, shut downs, switch overs, etc. of utility services to hours the building is unoccupied, Saturdays, Sunday and/or holidays.

2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without required notice to the Village of Sleepy Hollow and authorities having jurisdiction.

3. Prevent accidental disruption of utility services to other facilities.

END OF SECTION

SECTION 01 1001

SUMMARY OF REQUIREMENTS

PART 1 - GENERAL

1.1 Description

A. Material and equipment shall be installed in strict accordance with the manufacturer's instructions for type, capacity and suitability of each piece of equipment used.

B. The contractor shall obtain and submit the manufacturers' instructions which shall be considered a part of these specifications.

C. All equipment and systems will be functionally tested to the Owner's satisfaction before the work will be considered complete and acceptable.

D. No substitutes of any material shall be permitted whatsoever without the written permission of the Architect.

E. It is the intent of the Specifications and Contract Documents to call for finished and complete work.

F. One prime contract will be let for all work described in these specifications and in the Contract Documents.

G. Include the following in the work, and in the contract price:

1. Any apparatus, appliance, material, labor or service either shown on the Contract Documents or noted in the specifications

2. Any incidental apparatus, appliance, material, labor or service of a minor nature, necessary to make the Work complete in all respects, even if not particularly shown or specified.

3. Small details not usually shown or specified, but which are necessary for the proper and complete installation of the work.

4. All required tests, permits, inspections, approvals and insurance.

5. Removal and lawful disposal of all rubbish by all subcontractors under this contract.

1.2 Codes, Rules, Permits, Inspections and Fees

A. All materials furnished and all work installed shall comply with the Codes, Rules and Regulations of the Village of Rye Brook, the Building Code of the State of New York and Westchester County and all other rules, regulations and ordinances of all local, county, state and Federal agencies and authorities having jurisdiction over the work.

B. Give all necessary notices, obtain all permits, perform all required tests, and pay all taxes and fees and other costs in connection with the work.

1.3 Acceptance of Drawings and Specifications

A. The Architect's Drawings are generally diagrammatic and include general layouts and typical details of the systems to be installed or removed. The data indicated herein and on drawings is typical and not guaranteed as exact or accurate. Exact locations, dimensions, clearances and levels shall be governed by the building and actual conditions. The contractor accepts the Drawings and Specifications as complete and accurate and agrees that there is no conflict therein with permissible trade practices or methods. Any objections to the Plans and Specifications that the Contractor may have, must be called to the Architect's attention in writing and the questions resolved before submitting proposal. **The Contractor is responsible to point out any/all ambiguities in the contract documents prior to signing contract in order for Contractor's claim to be considered.**

B. The Contractor agrees that should there be conflicts or objections not called to the Architect's attention and written decision rendered by the Architect before signing the agreement, the Architect's decision with regard to such conflict or objection shall be final and binding on Contractor and shall not be subject to arbitration.

C. Where disagreements occur between the Drawing and the Specifications, or within either document itself, the item or arrangement of better quality, greater quantity or higher cost shall be included in the Base Bid.

D. The Contractor shall furnish, without extra charge, any additional materials and labor that may be required to complete the scope of the work even though not specifically noted in these Specifications or shown on the Drawings.

1.4 Scaffolding and Hoists

A. The Contractor shall provide temporary hoisting equipment with power and attendance for same, as required to handle materials and rubbish, and to properly carry out the work.

B. The Contractor shall provide temporary scaffolding platforms, ladders, rigging, supports, braces, etc., as required for the project.

1.5 Delivery and Storage

A. Manufactured materials shall be delivered to the site in original, unopened containers, clearly indicating manufacturer's name, brand name and other identifying information.

B. Materials shall be stored in a dry location, off the ground and in such a manner as to prevent damage or intrusion of foreign matter. All materials which, in the opinion of the Architect, have become damaged or otherwise unfit for use, during delivery or storage, shall be replaced at the expense of the Contractor.

C. Contractor shall take necessary precautions against fire and other hazards during delivery, storage and installation of combustibles or flammable adhesives, sealants, roofing materials, solvents and other materials. These materials shall be handled only as approved by authorities having jurisdiction in strict conformance with their recommendations.

D. Contractor shall coordinate with Owner the time and location of deliveries. Corridors and public space shall not be obstructed by material storage.

E. Contractor deliveries sent to the Owner will not be signed for or unloaded by the Owner. They will be directed to the construction site and if no employee is on site, the delivery will be rejected, at the contractor's expense.

F. Night deliveries of equipment (past the designated quitting time) will not be permitted. Do not schedule trucking companies to deliver equipment or wait for the job site to open.

1.6 Protection

A. Contractors shall maintain the premises in a safe condition throughout the construction period. Compliance with OSHA regulations and site safety shall be the responsibility of the Contractor as it relates to work of the Contract. The posting of all applicable OSHA safety signs shall be the responsibility of the Contractor. The Contractor shall provide all materials as required for protection of the public, personnel and to prevent damage to existing building structures and related systems. The Contractor (s) shall be responsible for protecting Owner's property.

1. File for and obtain all building department permits that may be required for sheds, scaffolding, hoists, and other operations such as debris removal, chutes, containers, etc.

B. The Contractor shall provide safety coordinators and shall maintain fences, bridges, guards, barricades, warning lights, etc., as required to protect and control the public and building users on or about the property, roads and sidewalks, and when no longer required shall remove same.

C. All paved areas, walks and the site appurtenances shall be protected from damage by truck, cranes and other contractor's equipment. All such damaged surfaces shall be repaired or replaced to the satisfaction of the Owner.

D. The Contractor shall furnish and install all necessary enclosures and tarpaulins to close off areas or openings and properly protect all work and materials during inclement weather.

E. Prevent damage by water, paint, cement, moisture, acids, asphalt fumes, dust or other materials to uninstalled and installed equipment and materials. Replace all damaged equipment and materials at no additional cost to the Owner.

F. Ladders and hoists will be grounded and/or stored properly and safely out of the reach of unauthorized persons.

G. Care shall be taken to prevent spread of flying particles and dust. The General Contractor shall be responsible for managing dust. Dust barriers must be installed at all required locations or as directed by Architect.

H. In the event the Contractor does not adequately provide for dust control, or should insufficient quantities of dust control agents be placed and Contractor fails to place additional quantities within 4 hours after Architect's direction, Owner will perform the required work by whatever means deemed expedient and all expenses incurred by Owner will be charged to and paid by Contractor.

I. Contractor shall not overload any areas with materials, apparatus or equipment.

J. Each Contractor shall ventilate enclosed areas to assist in the curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors or gases.

1.7 Clean Up

A. All Contractors are each responsible for cleaning up their own materials and debris and the legal disposal thereof. Failure to maintain a clean work site daily will result in others performing the work and the contractor(s) being backcharged for the cleaning cost plus contractor's administration.

B. The Contractor shall provide a construction dumpster in a location approved by the Architect. Debris will be removed from the site daily and all areas left broom clean and free of dirt as a result of this work. The Contractor shall be responsible for overall rubbish disposal.

C. The Contractor shall furnish adequately sized rubbish containers from the date of initial mobilization to the date of final payment.

D. All debris shall become the property of the Contractor and he shall dispose of it legally, in accordance with state regulations and local ordinances, and pay all dumping, tipping and permit fees, which are included in the contract price.

1.8 Inspection

A. During the progress of the work, personnel of the Architect's office will make visits to observe the existing conditions and contracted work. The Contractor shall afford the Architect and the personnel of the Architect's office the opportunity to make the observations deemed necessary. Quantities of work performed shall be given to the Architect prior to inspection from any scaffold. Scaffolds will be operated by Contractor's personnel. There shall be no additional payment for time of either equipment of personnel expended during these observations. Inspections shall be done during reasonable working hours. Contractor shall provide temporary lighting as required to fully observe the work.

B. The Owner and the Architect may perform or cause to be performed tests on delivered and installed materials throughout the course of the job. The Contractor shall cooperate with testing personnel, shall provide samples of materials for testing, access to complete work and shall repair or replace areas where tests were taken at no additional cost. The cost of the test shall be paid by the Owner. Re-testing and additional testing of material found not to conform to the Specifications shall be paid by the contractor.

C. If the Owner finds that any materials do not conform to the Specifications, the Contractor shall, within three (3) days after being notified by the Owner, remove the materials from the premises. If said material has been installed, the entire expense of removing and replacing same, including any cutting and patching that may be necessary, shall be borne by the Contractor.

D. Provide for inspection by local code authorities and all other having jurisdiction over the work performed during the appropriate phase of the work and furnish, at time of final inspection, certificates of final approval as applicable.

1.9 Supervision and Workmanship

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

1.10 Accessibility

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

1.11 Work Damaged During Construction

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

1.12 Matching Existing Conditions

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

1.13 Use of Site

A. The Contractor shall use an entrance designated by the Owner. Contractor's temporary use of any other entrance will only be permitted with the Owner's approval.

B. Contractor shall coordinate work to minimize interference and inconvenience to and from the building. The contractor shall include in the contract price the provision providing temporary access measures to the building when needed so as to insure uninterrupted access to the building at all times. Temporary access measures will only be permitted with prior approval by Owner.

C. Parking will only be allowed at spaces designated by Owner. Do not leave vehicles with motor running.

D. Contractor to maintain the entrance area and public corridors clear of materials and any other obstacles.

E. The Owner reserves the right to back charge the Contractor for all costs associated with maintaining the grounds, which may be disturbed by the Contractor should

the Contractor fail to maintain or repair the aforementioned in a condition acceptable to the Owner.

1.14 Security

A. Each Contractor shall secure the areas of work to protect work from unauthorized entry, vandalism and theft.

B. Coordinate with Owner's security program, if applicable.

C. The Contractor has full responsibility for the working area until final acceptance and payment.

1.15 Temporary Mechanical and Utilities

A. Temporary water for construction purposes shall be taken from the nearest available source. All apparatus and equipment to bring water to points for usage shall be provided by the Contractor. He shall be responsible for all maintenance and opening and shutting off of the water service at the beginning and ending of each work day.

B. Temporary power for construction purposes shall be taken from the nearest available service, otherwise a temporary electrical panel for construction purposes shall be provided by Contractor.

C. The Contractor shall provide a temporary toilet facility for use by construction personnel. At no time shall construction personnel use existing toilet facilities in the building.

1.16 Guarantees

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

1.17 Measurement of Extra Work

A. The Contractor agrees to perform additional work beyond the scope of the Contract when directed by the Architect. Payment for extra work ordered by the Architect will be made under the appropriate alternative bid and/or unit prices.

B. No extra work for which the Contractor intends to make a Claim for a Change Order shall commence without the Architect's written direction to do so. Any payment claim for any extra work initiated or performed by the Contractor without the Architect's prior written direction will be rejected.

C. Any claims by the Contractor for Change Orders shall be made within the payment requisition period in which they occur. Submission of any payment requisition shall constitute the Contractor's certification to the Owner that there are no Claims for Change Orders in that requisition period.

D. Requisition for final payment shall constitute the Contractor's certification that there are no outstanding claims of any kind. Final payment by the Owner to Contractor shall constitute final closure of the construction contract.

1.18 Indemnifications

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

1.19 Schedule of Work and Time Allowed

A. Immediately after Award of Contract, Contractor shall meet with the Architect and Owner to jointly establish the schedule of operations for the project.

B. Contractor shall submit a bar-chart type progress schedule not less then three (3) days prior to the date established for commencement of the work. On the schedule, indicate a time bar or each major category or unit of work to be performed at the site, properly sequenced and coordinated with other elements of work. Show completion of the work sufficiently in advance of the date established for substantial completion of the work.

1.20 Work Hours and Employee Conduct

A. The Contractor will be permitted to schedule working days as specified in the General Terms and Conditions. If no times are specified therein then the work hours shall be Monday-Friday 8:00 am – 6:00 pm or in accordance with municipal guidelines, whichever is more stringent. Saturday hours shall be 9:00 AM to 4:00 PM only with prior Owner approval. Contractor shall provide a minimum of 48 hours advance written notice to the Owner regarding anticipated Saturday work.

B. Employees are to act in a professional manner. Any employee using inappropriate language or who is disruptive to the Building environment will be banned from the site.

C. Proper work attire is required. Shirts are to be worn at all times and no short pants are permitted.

D. Any employee found under the influence of any drugs or alcohol will be banned from the site.

1.21 First Aid Facilities and Emergency Telephone Numbers

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

B. Provide at least one on-site employee who is properly trained in first aid and who shall be available to render first aid whenever construction is in progress.

C. Provide a list of emergency telephone numbers as specified above.

D. Post the list of emergency telephone numbers as directed by the Owner, Owner's Construction Representative and/or the Architect.

END OF SECTION

SECTION 01 2000

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

A. Procedures for preparation and submittal of applications for progress payments.

B. Procedures for preparation and submittal of application for final payment.

1.3 RELATED REQUIREMENTS including but not limited to:

A. Section 00 5200 - Agreement Form: Contract Sum, retainages, payment period.

B. Section 00 7200 - General Conditions: Additional requirements for progress payments, final payment, changes in the Work.

1.4 SCHEDULE OF VALUES

A. Form to be used: AIA G702/703 .

B. Electronic media printout including equivalent information will be considered in lieu of standard form specified.

C. Forms filled out by hand will not be accepted.

D. Submit Schedule of Values in PDF Format within 10 days after date Notice of Award.

E. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section.

F. Revise schedule to list approved Change Orders, with each Application For Payment.

1.5 APPLICATIONS FOR PROGRESS PAYMENTS

A. Payment Period: Submit at intervals stipulated in the Agreement but not more than one per month.

B. Form to be used: Identical forms approved for Schedule of Values.

C. For each item, provide a column for listing each of the following:

1. Item Number.

2. Description of work.

3. Scheduled Value.

4. Previous Applications.

5. Work in Place under this Application.

6. Authorized Change Orders.

7. Total Completed to Date of Application.

8. Percentage of Completion.

9. Balance to Finish.

10. Retainage.

D. Execute certification by signature of authorized officer and notarize same.

E. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed.

F. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.

G. Submit one (1) electronic "pencil copy", in PDF format, of each Application for Payment to Arconics Architecture, P.C. and Town of Rye for approval.

H. After Architect's approval of the "pencil copy" submit three hard copies of approved Application for Payment to Arconics Architecture, P.C.

I. Include the following with the application:

1. Transmittal letter.

2. Construction progress schedule, revised and current.

3. Partial Waivers of Mechanic's Lien: With each Application for Payment, submit partial waivers of mechanic's liens from contractor, subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

   a. Waiver Forms: Submit waivers of lien on forms, provided by the Architect in Section 01 2005.

4. When an application shows completion of an item, submit final or full waivers.

5. Owner reserves the right to designate which entities involved in the Work must submit waivers.

6. Submit Final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to alien.

7. Certified Payrolls; All Applications for Payment must be accompanied with certified payrolls for all Contract Work performed. In addition, each contractor and sub-contractor shall submit to the Owner within thirty days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll record subscribed and affirmed as true under penalties of perjury. The Owner shall be required to receive and maintain such payroll records. The original payrolls or transcripts shall be preserved for three years from the completion of the work on the awarded project.

a. Submit certification that all personnel listed on certified payrolls have successfully completed an OSHA construction safety and health course of at least 10 hours prior to performing any work on the project.

J. Liens: No Payment will be made when a lien is filed against Owner by contractor or any subcontractor, or supplier or other entities until such lien is removed, bonded or similar action acceptable to the Owner

K. Project record documents as specified in Section 01 7800, shall be available for review by Owner as a prerequisite for approval of payment.

L. Payment for stored materials (whether on-site but not installed, or stored in secured warehouse) will require a bill of lading showing the exact value. In no case will more than 90% be approved if the item is not installed. Insurance certificates will be provided specific to materials stored (for on-site or offsite items)

M. When Arconics Architecture, P.C. requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

N. The Owner shall retain Ten (10) percent of the amount of each payment.

1.6 INITIAL APPLICATION FOR PAYMENT:

A. Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. Executed contract.

2. Approved bonds.

3. Approved insurance certificates.

4. Names of full time project manager, on site superintendent, and foreman.

5. List of suppliers and fabricators.

6. List of subcontractors.

7. Approved Schedule of Values.

8. Contractor's Construction Schedule (preliminary if not final).

9. Contractor's Submittal Schedule.

10. Products list.

1.7 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

A. Comply with Requirements of Section 01 7800

1.8 MODIFICATION PROCEDURES

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

B. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to the Contract Documents.

C. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Arconics Architecture, P.C. will issue instructions directly to the contractor.

D. The General Contractor shall be responsible for informing others in its employ, whose work is affected by any modifications.

E. For other required changes, Arconics Architecture, P.C. will issue a document signed by the Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.

1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.

2. Promptly execute the change.

3. Refer to General Conditions Article 8 for additional information.

F. Contractor may propose a change by submitting a request for change to Arconics Architecture, P.C. and Town of Rye's representative, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01 6000.

G. Computation of Change in Contract Amount:

1. Refer to General Condition Article 8.

H. Execution of Change Orders: Arconics Architecture, P.C. will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.

J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.

K. Promptly enter changes in Project Record Documents.

1.9 APPLICATIONS FOR PAYMENT WHEN BEHIND SCHEDULE

A. When the project falls behind schedule the contractor shall demonstrate the actions to be taken to put the project back on schedule.

1. Payments will not be approved until satisfactory evidence is presented to put the project on schedule.

1.10 APPLICATION FOR FINAL PAYMENT

A. Comply with Section 01 7800 - Closeout Submittals.

B. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.

C. Application for Final Payment will not be considered until the following have been accomplished:

1. All closeout procedures specified in Section 01 7800 - Closeout Submittals are submitted and approved.

2. All "punch list" items have been completed.

D. It is understood by the General Contractor that the maximum payment due the contractor prior to final payment shall be Ninety (90%) of the Contract amount and the final Ten (10%) will be due only after the above is satisfied.

END OF SECTION

SECTION 01 2005

PARTIAL RELEASE OF LIEN

CONTRACTOR/SUBCONTRACTOR/VENDOR'S LETTERHEAD

Name of Facility: Pavilion – Crawford Park

Address: 122 North Ridge Street, Rye Brook, NY

Name of Owner: Town of Rye, NY

Name of the Contractor/Subcontractor/Vendor: _____

Address: _____

Trade/Vendor:_____

Application # _____ Dated _____.

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

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

The undersigned, upon receipt of the above requisition payment hereby releases and discharges the Owner of and from any liability or obligation in any way related to or arising out of this project up to and including the date of this document.

The undersigned further covenants and agrees that it shall not in any way claim or file a mechanic's or other lien against the premises of the above designated project, or any part thereof, or against any fund applicable thereto for any of the work, labor, materials heretofore furnished by it in connection with the improvement of said premises.

The undersigned further warrants that, in order to induce the Owner to release this partial payment, they have paid all claims for labor, material, insurance, taxes, equipment, etc., employed in the prosecution of the work above, to date of this requisition.

The undersigned hereby releases and agrees to hold the Owner harmless from any and all claims in connection with the furnishing of such labor and materials, etc., for the construction of the aforementioned project.

The undersigned further guarantees that all portions of the work furnished .and/or provided by them are in accordance with the contract and that the terms of the contract with respect to these guarantees will hold for the period specified in said contract.

IN WITNESS WHEREOF, we have executed under seal this release on the above date and to be legally bound hereby:
WITNESS: _____FIRM: _____

BY: _____

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

Notary public

My commission expires _____

END OF SECTION

SECTION 01 2300

ALTERNATES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

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

1.3 RELATED REQUIREMENTS

A. Document 00 2113 - Bidding Requirements: Instructions for preparation of pricing for alternatives.

B. Section 00 4100 Bid Form for listing amount of each alternate.

C. Document 00 5200 - Form of Agreement: Incorporating monetary value of accepted alternatives.

1.4 ACCEPTANCE OF ALTERNATES

A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted alternates will be identified in the Owner-Contractor Agreement.

B. Coordinate related work and modify surrounding work to integrate the Work of each alternate.

1.5 SCHEDULE OF ALTERNATES GENERAL CONSTRUCTION

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 3000

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

A. Progress meetings.

B. Coordination meetings

C. Submittals for review, information, and project closeout.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 WEEKLY COORDINATION MEETINGS:

A. The General Contractor shall schedule and hold weekly general project coordination meetings at regularly scheduled times that are convenient for the attendance of other subcontractors and other parties involved. These meetings are in addition to specific meetings held for other purposes. Required attendance includes General Contractor, Plumbing, and Electrical Contractor and every other entity identified by any prime contractor as being currently involved in the coordination or planning for the work of the entire project. Conduct meetings in a manner that resolve coordination problems. The General Contractor shall preside at each meeting, and shall record meeting minutes. The General Contractor shall distribute copies of the meeting minutes to everyone in attendance, the Architect and Owner and to others affected by the decisions and actions resulting from each meeting.

3.2 SUBMITTALS FOR REVIEW

A. All submittals are the product and the property of the Contractor. The Owner or Architect shall not be responsible for the contractor's construction means, methods or techniques: safety precautions or programs; Acts or admissions; or failure to carry out the work in accordance to the contract documents

B. Shop Drawing Submittal Log no later than five (5) days after award of contract.

C. Shop Drawing Submittals shall be submitted no later than twenty one (21) days after Letter of Award of Contract. No further payments will be made to the contractor after twenty one (21) days until all of the following submittals are made:

D. The following submittals, including but not limited to the following, shall be submitted for review:

1. Product data.

2. Shop drawings.

3. Samples for selection.

4. Samples for verification.

5. Templates.

6. Design mix formulas.

7. Coordination drawings for use on-site).

8. Standard wiring diagrams.

E. Submit to Arconics Architecture, P.C. for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

3.3 NUMBER OF COPIES OF SUBMITTALS

A. Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected. All submittals shall be in electronic format and conforming to the following:

1. Each item shall be in a separate file.

2. Provide a transmittal with each electronic submittal and list each item that's included.

3. Provide a Cover Sheet with each item - in the same file as the technical submittal.

4. Do not zip the files, and do not put the files in Folders.

5. Do not email electronic submittal attachments larger than 5 MB.

6. Make all technical submittals at one time per trade- refer to the specification for additional submittal requirements for example:

   a. Concrete; Masonry; Miscellaneous Fabrications; Roofing; etc.

3.4 SUBMITTAL PROCEDURES

A. Transmit each submittal with a copy of approved submittal form.

B. Shop drawings are the product and the property of the Contractor. The Owner or Architect shall not be responsible for the contractor's construction means, methods or techniques: safety precautions or programs; Acts or admissions; or failure to carry out the work in accordance to the contract documents.

C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.

D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.

1. Contractor's submittal of shop drawings certifies that the contractor has reviewed and coordinated this shop drawing and they are in conformance to the plans, specifications, applicable codes and other provisions of the Contract Documents.

E. Deliver submittals to Arconics Architecture’s e-mail address and/or Consultants when directed.

F. Schedule submittals to expedite the Project, and coordinate submission of related items.

G. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.

H. Provide space for any Arconics Architecture, P.C. and consultants review stamps.

I. When revised for resubmission, identify all changes made since previous submission.

J. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

K. Submittals not requested will not be recognized or processed.

3.5 ARCHITECT'S ACTION

A. **General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.**

B. General: Except for submittals for the record and similar purposes, where action and return on submittals is required or requested, the Architect/Engineer will review each submittal, mark with appropriate "Action".

C. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.

END OF SECTION

SECTION 01 3300

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

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

1.2 SECTION INCLUDES

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

1. Shop drawings and samples.

2. Integrated drawings.

1.3 RELATED SECTIONS

A. Construction Progress Documentation - Section 013200.

PART 2 PRODUCTS

2.1 SHOP DRAWINGS AND SAMPLES

A. General

1. The Contractor shall be responsible for coordinating the schedule for submittal of shop drawings and samples with his progress schedule and the requirements of the Contract Schedule, and submit a coordinated schedule of submission of all shop drawings and samples to the Architect.

2. Failure of the Contractor to schedule and submit shop drawings and samples in ample time for checking, correction, and rechecking will not justify any delay in the Contract Schedule. Allow ample time for items to be tested, including time for retesting if the tests or mock-ups fail.

3. Samples, shop drawings, manufacturers' literature, and other required information shall be submitted in sufficient time to permit proper consideration and action on same before any materials and items are delivered on the work. Stagger submissions so that the Architect can review the documents in an orderly and timely manner. All samples of materials requiring laboratory tests shall be submitted to the laboratory for testing not less than 90 days before such materials are required to be used in the work. All other samples, manufacturers' literature, and other sample information shall be submitted for approval not less than 30 days before such materials are required to be used in the work.

4. Shop drawings for each Section of the work shall be numbered consecutively, and the numbering system shall be retained throughout all revisions. Each drawing shall have adequate clear space for the stamps of the Contractor, Architect, and one of the Architect's consultants.

5. All shop drawings shall be thoroughly checked by the Contractor for compliance with the Contract Documents before submitting them to the Architect and shall bear the Contractor's stamp of approval certifying that they have been so checked. Any shop drawings submitted

without this stamp of approval and certification, and shop drawings which, in the Architect's sole opinion, are incomplete, contain errors or have not been checked, or only checked superficially, will be returned unchecked by the Architect for re-submission by the Contractor.

6. In checking shop drawings, the Contractor shall verify all dimensions and field conditions and shall check and coordinate the shop drawings of any Section or trade with the requirements of all other Sections or trades whose work is related thereto, as required for proper and complete installation of the work. The Architect will review shop drawings. The Architect's acceptance of shop drawings is for design only and not method of assembly or erection. Acceptance shall in no way be construed as (1) permitting any departure whatsoever from the Contract Documents; (2) relieving the Contractor of full responsibility for any error in details, dimensions, omissions, or otherwise that may exist; (3) relieving the Contractor of full responsibility for adequate field connections, erection techniques, bracing, or deficiencies in strength; (4) relieving the Contractor of full responsibility for satisfactory performance of all work and coordination with the work of all subcontractors and other contractors; or (5) permitting departure from additional details or instructions previously furnished by the Architect. Acceptance of such drawings shall not be construed as a complete check, nor shall it relieve the Contractor from responsibility for proper fitting of the work, nor from the necessity of furnishing any work which may not be indicated on shop drawings when approved. The Contractor shall be solely responsible for any quantities which may be shown on the shop drawings.

7. No work shall be fabricated, manufactured, or installed from shop drawings stamped "Revise and Resubmit" or "Rejected," and such shop drawings shall be corrected and resubmitted by the Contractor until accepted by the Architect. At least one complete set of shop drawings marked "No Exceptions Taken" or "Make Corrections Noted" shall be kept at the site in the Contractor's field office for reference at all times. "Revise and Resubmit" or "Rejected" shop drawings shall not be permitted at the site.

8. Submittals marked "No Exceptions Taken": Submittals which require no corrections by the Architect will be marked "No Exceptions Taken."

9. Submittals Marked "Make Corrections Noted": Submittals which require only a minor amount of correcting shall be marked "Make Corrections Noted." This mark shall mean that checking is complete and all corrections are obvious without ambiguity. Fabrication will be allowed on work marked "Make Corrections Noted" provided such action will expedite construction and noted corrections are adhered to. If fabrication is not made strictly in accordance with corrections noted, the item shall be rejected in the field, and the Contractor will be required to replace such work in accordance with corrected submittals.

10. Submittals Marked "Revise and Resubmit" or "Rejected": When submittals are contrary to contract requirements or too many corrections are required, they shall be marked "Revise and Resubmit" or "Rejected." No work shall be fabricated under this mark. The Architect shall list his reasons for rejection on the submittals or in the transmittal letter accompanying their return. The submittals must be corrected and resubmitted for approval.

11. All shop drawings and samples shall be identified as follows:

    a. Date of submittal.

    b. Title of project.

    c. Name of Contractor and date of his approval.

d. Name of subcontractor or supplier and date of submittal to Contractor.

e. Number of submission.

f. Any qualification, departure, or deviation from the requirements of the Contract; shall be EXPLICITLY NOTED.

g. Federal Specification or ASTM number where required.

h. Such additional information as may be required by the Specifications for the particular material being furnished.

12. If the Contractor wishes to deviate from the materials or details as shown in Specifications or Drawings, he shall submit the proposed deviation with shop drawings and/or samples stating the extent and the materials or details being replaced. The Contractor shall also submit information on the allowed credit or extra cost required for the proposed deviation, if any, and also all information relating to the work of other Sections revised by the proposed deviation.

13. The Architect and Engineer will review and approve shop drawings and samples for approval within 20 calendar days, but only for conformance with the design concept of the work and with information contained in the Contract Documents.

14. Incomplete shop drawings will be returned without checking for proper submission, and this shall not be considered as cause for delay of the work or extra compensation to the Contractor.

15. The Contractor shall submit appropriate transmittal forms with every submittal of shop drawings, manufacturer's literature, and samples. All reproducibles shall be rolled on cardboard tubes for resubmittal. The Contractor shall submit all required shop drawings, manufacturer's literature and samples in accordance with the procedures specified herein.

16. Unless otherwise specifically directed by the Architect, make all shop drawings accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection to the work.

17. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.

18. Submit one copy of each standard referred to in the Specifications (ASTM, Fed. Spec., etc.) with the submission of each respective shop drawing, sample, or literature.

B. Submission of Shop Drawings

1. Architectural Work: Submit pdf of each shop drawing to the Architect for approval. If approved, the Architect will return pdf stamped "No Exceptions Taken" or "Make Corrections Noted," and the Contractor shall print the required number of copies. In the event the Architect returns pdf stamped "Revise and Resubmit" or "Rejected," the Contractor shall make indicated changes and resubmit pdf to the Architect.

2. Structural Work and Mechanical Work: Submit pdf of each shop drawing to the Engineer, with pdf to the Architect. If accepted, the Architect shall return pdf stamped "No Exceptions Taken" or "Make Corrections Noted," and the Contractor shall print the required number of copies. In the

event the Architect returns pdf stamped "Revise and Resubmit" or "Rejected," the Contractor shall make indicated changes and resubmit pdf to the Engineer and the Architect.

3. Prints: The Contractor shall provide all prints or shop drawings as reasonably required by subcontractors, material suppliers, superintendents, inspectors, and others as required for the work, or as directed by the Architect. The Contractor shall pay all costs in connection with printing and distribution of shop drawings.

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

1. Manufacturer's literature will receive consideration only when accompanied by the transmittal form properly filled out, as indicated, and listing each item of literature, as well as the Specification Section and paragraph numbers describing such materials. Any deviations from contract requirements shall be stated on the above form or attached to it.

2. Architectural Work: Submit pdf of manufacturer's literature to the Architect for acceptance. If accepted, the Architect will return pdf stamped "No Exceptions Taken" or "Make Corrections Noted." The Contractor shall resubmit pdf of correct or corrected literature of all submissions stamped by the Architect "Revise and Resubmit" or "Rejected."

3. Structural Work and Mechanical Work: Submit pdf of manufacturer's literature to the Engineer and the Architect. If accepted, the Architect will return pdf stamped "No Exceptions Taken" or "Make Corrections Noted." The Contractor shall resubmit pdf of correct or corrected literature to the Engineer for all submissions stamped "Revise and Resubmit" or "Rejected" by the Engineer.

4. All copies of manufacturer's literature required to be resubmitted hereunder shall be original printed material. Reproductions of printed material will not receive consideration.

D. Submission of Samples

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

2. Samples will receive consideration only when each is clearly labeled and when accompanied by the transmittal form properly filled out, as indicated, and listing each sample, as well as the listing of any ASTM, Federal or other standard references specified or applicable and such additional information as may be required by the Specifications for the materials being submitted. Any deviation from the contract requirements shall be so stated on the above form or attached to it.

3. The Architect shall have the right to require submission of samples of any materials, whether or not specifically indicated in the various Sections of the Specifications.

4. Unless otherwise specified, samples of sufficient size to indicate general visual effect shall be submitted. Where samples must show a range of color, texture, finish, graining, or other similar property, the Contractor shall submit sets of pairs illustrating the full scope of the range.

5. Two (2) samples of each submission will be returned to the Contractor; and for the supplier and one from the Contractor to store on site for reference by the Architect. Samples stamped "Revise and Resubmit" or "Rejected" by the Architect shall be resubmitted in triplicate by the Contractor.

6. All samples stamped "No Exceptions Taken" or "Make Corrections Noted" shall be kept at the site in the Contractor's field office facilities for reference at all times. "Revise and Resubmit" or "Rejected" samples shall not be kept at the site.

PART 3 EXECUTION

3.1 COORDINATION OF SUBMITTALS

A. Prior to submittal for Architect's review, use all means necessary to fully coordinate all material, including the following procedures:

1. Determine and verify all field dimensions and conditions, materials, catalog numbers and similar data.

2. Coordinate as required with all trades and with public agencies involved.

3. Secure all necessary approvals from public agencies and others and signify by stamp, or other means, that they have been secured.

4. Clearly indicate all deviations from the Contract Documents.

B. Unless otherwise specifically permitted by the Architect, make all submittals in groups containing all associated items; the Architect may reject partial submittals as not complying with the provisions of the Contract Documents.

END OF SECTION

SECTION 01 3554

FEDERAL AND STATE PREVAILING WAGE RATES

1.1 RELATED DOCUMENTS

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

1.2 PROVISIONS OF LAW DEEMED INSERTED

A. Each and every provision of Federal law and clauses required by law to be inserted in the Contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion.

B. The Contractor and subcontractors shall comply with applicable provisions of the Labor Law and all other state laws and Federal and Local statues ordinances, codes, rules and regulations and orders which are applicable to the performance of this contract. The Contractor shall likewise require all sub-contractors to comply therewith. The attention of the Contractor is particularly, but not exclusively, directed to Sections 220 through 223 of the New York State Labor Law and Sections 109 of the New York State Municipal Corporations Law, The Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5), Copeland "Anti-Kickback" Act (18 USC 874) as supplemented by Department of Labor Regulations (29 CFR Part 3), Title 40 USC Section 3145 and the following:

1. The Contractor shall post the prevailing wages in a conspicuous place on the job site.

2. Posters shall list the Department of Labor's Public work field offices with telephone numbers.

C. All contractors and subcontractors shall furnish each of its workers with written notification of the applicable prevailing wage rates and supplements at the commencement of and at periodic intervals during the performance of the Work as required by the New York Labor Law

D. The Contractor shall provide with each payment requisition certified payrolls and keep certified payroll records at the job site.

E. Federal Prevailing Wages Schedule for this project can be obtained by the bidders on the DOL web site as follows:

1. http://www.wdol.gov

2. Click on: "Selecting DBA WDs"

3. Under "Selection Criteria" select "New York"; "Westchester County"; "Type All"

F. NOTE THESE WAGE RATES ARE UPDATED PERIODICALLY. It is the responsibility of the General Contractor to use the latest published wage rates.

END OF SECTION

General Decision Number: NY160017 08/19/2016 NY17

Superseded General Decision Number: NY20150017

State: New York

Construction Types: Building, Heavy, Highway and Residential

County: Westchester County in New York.

BUILDING CONSTRUCTION PROJECTS, RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories), AND HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	01/22/2016
3	02/05/2016
4	02/19/2016
5	04/01/2016
6	04/08/2016
7	05/13/2016
8	05/20/2016
9	06/17/2016
10	07/01/2016
11	07/08/2016
12	07/29/2016
13	08/19/2016

* ASBE0091-003 05/30/2016

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER (Duties limited to preparation, wetting, stripping, removal, scraping, vacuuming, bagging and disposing of all insulation materials whether they		

contain asbestos or not from
mechanical systems).....$ 39.62 38.90
Insulator/asbestos worker
(Includes application of all
insulating materials,
protective coverings,
coatings, and finishes to all
types of mechanical sytems).....$ 39.62 38.90

BOIL0005-001 01/01/2013

	Rates	Fringes
BOILERMAKER.....	$ 49.47	33%+22.87+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Year's Eve

---

BRNY0001-003 07/01/2015

	Rates	Fringes
Pointer, cleaner and caulker.....	$ 40.43	29.45

BRNY0004-001 01/01/2016

	Rates	Fringes
MARBLE MASON.....	$ 56.89	32.21

BRNY0005-006 06/01/2015

HEAVY & HIGHWAY CONSTRUCTION

	Rates	Fringes
BRICKLAYER		
Bricklayers, Stone Masons, Cement Masons, Plasterers, Pointers, Caulkers and Cleaner.....	$ 40.43	29.45

BRNY0005-007 06/01/2015

BUILDING/RESIDENTIAL CONSTRUCTION

	Rates	Fringes
Bricklayer, Cement Mason, Plasterer & Stonemason.....	$ 39.93	29.45

BRNY0007-001 01/01/2016

	Rates	Fringes
TERRAZZO FINISHER	$ 49.47	33.23
TERRAZZO WORKER/SETTER	$ 51.08	33.24

BRNY0020-001 01/01/2016

	Rates	Fringes
MARBLE FINISHER	$ 45.35	31.19

BRNY0024-001 01/01/2016

	Rates	Fringes
BRICKLAYER		
MARBLE POLISHERS	$ 39.73	24.41

BRNY0052-001 06/01/2015

	Rates	Fringes
Tile Layer	$ 47.15	24.74

BRNY0088-001 12/07/2015

	Rates	Fringes
TILE FINISHER	$ 42.42	29.13

CARP0279-001 07/01/2016

	Rates	Fringes
Carpenters:		
Building	$ 44.35	30.00
Heavy & Highway	$ 44.35	30.00
Residential	$ 35.48	24.00

CARP0740-001 07/01/2016

	Rates	Fringes
MILLWRIGHT	$ 51.50	51.71

CARP1556-007 07/01/2016

	Rates	Fringes
Diver Tender	$ 46.44	47.95
Diver	$ 65.38	47.95

CARP1556-009 07/01/2016

	Rates	Fringes
Dock Builder & Piledrivermen	$ 51.63	47.95

CARP1556-011 07/01/2016

	Rates	Fringes
Carpenters:		
TIMBERMEN	$ 46.99	47.56

CARP2287-001 07/01/2015

	Rates	Fringes
Carpenters:		
Soft Floor Layers	$ 50.50	45.18

ELEC0003-003 04/23/2015

	Rates	Fringes
ELECTRICIAN (Teledata Technician)	$ 50.75	41.461

a. $2.00 per hour not to exceed $14.00 per day.

ELEC1249-001 05/02/2016

	Rates	Fringes
ELECTRICIAN (LIGHTING AND TRAFFIC SIGNAL WORK Including any and all Fiber Optic Cable necessary for Traffic Signal Systems, Traffic monitoring systems and Road Weather Information systems)		
Flagman	$ 27.94	7.25%+21.75+a
Ground Digging Machine Operator	$ 41.90	7.25%+21.75+a
Ground Truck Driver	$ 37.25	7.25%+21.75+a
Tractor, Trailer Unit	$ 39.58	7.25%+21.75+a
Lineman & Technician	$ 46.56	7.25%+21.75+a
Mechanic	$ 37.25	7.25%+21.75+a

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, President's Day, Good Friday, Decoration Day, Election Day for the President of the Untied States and Election Day for the Governor of the State of New York provided the employee works two days before and two days after the holiday

---

ELEC1249-006 05/04/2015

	Rates	Fringes

ELECTRICIAN (LINE
CONSTRUCTION)
Substation and switching structures pipetype cable, underground fuild and gas filled transmission conduit and cable installation, fiber optic ground wire, fiber optic shield wire or any other like product having ground protection or fiber optic capabilities, maintenance jobs or projects; rail-road catenary installation and maintenance bonding of rails; Overhead & underground distribution work & Maintenance; Overhead and under- ground transmission line work:

Cable Splicer.....	$ 54.35	7%+20.50
Flagman.....	$ 29.65	7%+20.50
Groundman digging machine operator.....	$ 44.47	7%+20.50
Groundman truck driver (tractor trailer unit).....	$ 42.00	7%+20.50
Groundman truck driver;....	$ 39.53	7%+20.50
Lineman & Technician.....	$ 49.41	7%+20.50
Mechanic.....	$ 39.53	7%+20.50

PAID HOLIDAYS:

a. New Year's Day, President's Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

ELEC1249-009 01/01/2014

	Rates	Fringes
ELECTRICIAN (LINE CONSTRUCTION)		
TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable Splicer.....	$ 29.12	3%+4.43
Groundman.....	$ 12.98	3%+4.43
Installer Repairman-Teledata		
Lineman/Technician-Equipment Operator.....	$ 27.64	3%+4.43

ELEV0001-002 03/17/2013

	Rates	Fringes
ELEVATOR MECHANIC		
Elevator Constructor	$ 57.01	27.605+a+b
Modernization and Repair	$ 45.14	27.455+a+b

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Good Friday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

b. PAID VACATION: An employee who has worked less than 5 years shall recieve vacation pay credit on the basis of 4% of his hourly rate for all hours worked; an employee who has worked 5 to 15 years shall receive vacation pay credit on the basis of 6% of his hourly rate for all hours worked; an employee who has worked 15 or more years shall receive vacation pay credit on the basis of 8% of his hourly rate for all hours worked.

ELEV0138-003 01/01/2016

WESTCHESTER COUNTY (Towns of Bedford, Cortland, Lewisboro, Mt. Kisco, North Salem, Pound Ridge, Somers, and Yorktown)

	Rates	Fringes
ELEVATOR MECHANIC	$ 53.72	29.985+a+b

FOOTNOTE:
a.Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0137-005 03/04/2013

BUILDING & RESIDENTIAL CONSTRUCTION

	Rates	Fringes
Power equipment operators:		
GROUP 1-A	$ 48.17	25.87+a
GROUP 1-B	$ 44.35	25.87+a
GROUP 2-A	$ 46.45	25.87+a
GROUP 3-A	$ 44.73	25.87+a
GROUP 3-B	$ 42.55	25.87+a
GROUP 4-A	$ 44.27	25.87+a

GROUP 4-B	$ 37.34	25.87+a
GROUP 5	$ 40.31	25.87+a
GROUP 5-A	$ 50.57	25.87+a
GROUP 5-B	$ 38.21	25.87+a
GROUP 6	$ 40.08	25.87+a

NOTES: Hazmat: 20% above regular rate

Pumping operation Premium	.50
Crane Operators (100-149 ft)	2.00
Crane Operators (149 ft +)	3.00
Loader Operators (over 5 cu y)	.50
Shovel Operators (over 4 cu yd)	1.00

FOOTNOTE:

a. New Years Day, Memorial Day, Independence Day, Labor Day Thanksgiving Day, Christmas Day, plus Lincoln's Birthday, Washington's Birthday, Good Friday, Columbus Day, November Election Day, Veteran's Day.

POWER EQUIPMENT OPERATORS CLASSIFICATION

GROUP 1-A: Carrier- trailer horse; concret-portable hoist; crane & hoist engineer-steel (concrete, material, super structure sub- structure); derrick (stone-steel); elevator & cage; hoist- single/double or triple drum; hoist-portable mobile unit; hoist engineer-concert (crane-derrick-mine hoist); hoist engineer- material; overhead crane; power house plant; telephies (cableway); whirly; maintenance engineer; Lull hilift or similar; hydraulic crane 25 ton and over; cherry picker 25 tons and over; backhoe Oliver 88; fordson; dynahoe; dual purpose and similar machines; Barber Green Loader-euclid loader or similar type; conway or similar mucking macking machines; dragline; gradall; shovel; backhoe etc. (crawler or truck); front end loaders; hydraulic boom; jersey spreader; lift slab console; letournequ or tounapull (scrapers over 20 yds struck); mucking machines; pavement breaker (air ram); paver (concrete); road boring machine; road mix machines; ross carrier and similar machines; post hole digger; shovel (tunnels); side boom; spreader (asphalt); scoopmobile-tractor-shovel over 1 1/2 yds. trenching machines vermeer concrete saw trencher and similar; tractor type demolition equipment; winch truck (a frame); hydraulic crane over 10 ton up to 25 ton); cherry picker over 10 ton up to 25 ton)

GROUP 1-B: Compressor (steel erection); pulse meter and push button buzz box; elevator; mechanic (outside) all types; welder; scrapers 20 yds struck and under; machine pulling sheep's foot roller; vibratory rollers; roller 4 tons and over.

GROUP 2-A: Compactor self-propelled; grader; bulldoze D7 and similar tractors with a draw bar horsepower of 100 or over;

bulldozer D6 and under; welder; scraper 20 yds struck and under; machine pulling sheep's foot roller; vibratory rollers.

GROUP 3-A: Asphalt plant; boiler (high pressure); concrete mixing plants; concrete pump; firemen; forklift; forklift (electric); joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes); mixer concrete - 21E and over; portable asphalt plant; portable batch plant; portable crusher; quarry master; stone crusher; well drilling machine and well point system; cherry picker under 10 tons; hydraulic crane under 10 tons; concert buffy; one yard an up ride on dumper (benford or similar).

GROUP 3-B: Compressor over 125 cu. feet; conveyor belt machine regardless of size; lighting unit (portable & generator); welding machine (steel erection and excavation); and compressor plant; stud machine; ladder hoist.

GROUP 4-A: Air tractor drill; batch plant; bending machine; concrete breaker; concrete spreader; curb cutter machine; farm tractor (all types); finishing machine-concrete; hepavac clean air machine (all similar types: removal of asbestos etc.); material hopper-sand-stone-cement; mixer-concrete-under 21E; mulching grass spreader; pump-gypsum, etc., pump-plaster-grout -fireproofing; shop mechanic (not employed on job site); roller under 4 ton; spreading and fine grading machine; steel cutting machine; syphon pump-air-steam; tar joint machine; turbo jet burner or similar equipment; vibrator (1 to 5); fine grading machine; roof hoist (tugger hoist); television cameras-water- sewer-gas-etc.

GROUP 4-B: Compressor to 125 feet; dust; dust collector; heater all types; pump; pump station (water and sewer); steam jenny; sweeper; chipper; mulcher.

GROUP 5: Motorized roller (walk behind)

GROUP 5-A: Master Mechanic

GROUP 5-B: Utility Man

GROUP 6: Warehouse Man

ENGI0137-006 03/04/2013

HEAVY & HIGHWAY

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 53.38	25.87+a
GROUP 1-A	$ 47.17	25.87+a

GROUP 1-B	$ 49.65	25.87+a
GROUP 2-A	$ 45.21	25.87+a
GROUP 2-B	$ 46.60	25.87+a
GROUP 3	$ 44.44	25.87+a
GROUP 4-A	$ 40.48	25.87+a
GROUP 4-B	$ 34.89	25.87+a
GROUP 5	$ 46.45	25.87+a
GROUP 5-A-1	$ 49.89	25.87+a
GROUP 5-A-2	$ 60.34	25.87+a
GROUP 5-A-3	$ 58.30	25.87+a
GROUP 5-A-4	$ 54.73	25.87+a
GROUP 5-A-5	$ 46.24	25.87+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Boom Truck; Cherry Picker; Clamshell; Crane, (Crawler, Truck); Dragline; Rough Terrain Crane

GROUP 1-A: Auger; Auto Grader; Dynahoe and Dual purpose and similar machines; Boat Captain; Boring Machine (all types); Bull Dozer-all sizes; Central Mix Plant Operator; Chipper-all types; Close circuit t.v.; Compactor with Blade; Concrete Portable Hoist; C.M.I. or similar; Conway or similar mucking machines; Gradall, Shovel Backhoe, etc. Grader; Derrick, (Stone- Steel; Elevator & cage, materials or passengers; Front end loaders over 1 1/2 yds.; Hoist Single, Double, Triple Drum, Hoist Portable Mobile Unit; Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist); Hoist Engineer-Material, Hydraulic Boom; Letourneau or Tournapull (Scrapers over 20 yds. struck); Log Skidder; Movable Concrete Barrier Transfer & Transport Vehicle; mucking machines; overhead crane; paver (conccrete); pulsemeter; push button (buzz box) elevator; road mix machines; Robot Hammer (brock or similar), Ross carrier and similar machines; shovels (tunnels); side boom; Slip Form Machine; spreader (asphalt); scoopmobile-tractor-shovel over 1 1/2 yards; trenching machines; telephies- vermeer concrete saw trencher and/or similar; tractor-type demolition equipment, Whirly

GROUP 1-B: Road Paver, Asphalt

GROUP 2-A: Ballast Regulators; Compactor self-propelled; Cow Tracks; Fusion Machine; Rail Anchor Machines; Roller 4 ton and over; Scrapers - 20 yards struck; Switch Tampers; Vibratory roller, etc.

GROUP 2-B: Mechanic (outside) all types

GROUP 3-A: Air tractor drill; asphalt plant; batch plant; boiler (high pressure; concrete breaker; concrete pump concrete spreader; curb cutter machine; farm tractor (all types); finishing machine (concrete); fine grading machine; fireman; forklift; forklift (electric); joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes), maintenance engineer; machine pulling sheeps foot roller; material hopper; mixer

concrete - 21-E and over; mulching grass spreader; portable asphalt plant, portable batch plant, portable crusher; powerhouse plant; quarry master; roller under 4 ton; spreading and fine grading machine; steel cutting machine; stone crusher; sweeper; turbojet burner or similar; well drilling machine ; winch truck "A" frame. John Henry Drill or similar.

GROUP 4-A: Service men (fuel or grease truck).

GROUP 4-B: Oiler; Compressor - compressor plant; paint compressor-steel erection; conveyor belt machine; lighting unit (portable & generator); oiler; pumps - pump station-water-sewer- gypsum- plaster, etc.; roller-motorized (walk-behind); welding machine (steel erection excavation); well point system; bending machine; dust collector; mixer - concrete under 21-E; heater all types; steam jenny; syphon pump-air-steam; tar joint machine; vibrator (1 to 5); Compressor Truck Mounted (2-6)

GROUP 5: Oiler
GROUP 5-A-1: Master Mechanic

GROUP 5-A-2: Engineer - all tower cranes, all climbing cranes and all cranes of 100 ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged (except for pile rigs).

GROUP 5-A-3: Engineer-- Pile Driver

GROUP 5-A-4: Hoist Engineer- Steel -Sub Structure

GROUP 5-A-5: Jersey-spreader, pavement breaker (air ram); Post Hole Digger

NOTES:

Loader Operator (over 5 cu yds)	.50
Shoval Operators (over 4 cu yd)	1.00
Hazmat premium over regular rate	20%

CRANES:

100 ft- 149 ft: receive $2.00 more than Group 1 rate
149 ft and over receive $300 more than Group 1 rate

FOOTNOTE:
a. PAID HOLIDAYS: New Year's Day; Lincoln's Birthday; Good Friday; Memorial Day; Independence Day; Labor Day; Veterans Day; Columbus Day; November Election Day; Thanksgiving Day; and Christmas Day

---

IRON0040-001 07/01/2016

WESTCHESTER COUNTY

	Rates	Fringes

IRONWORKER, STRUCTURAL.....$ 49.50 69.74

IRON0046-003 07/01/2014

	Rates	Fringes
IRONWORKER		
METALLIC LATHERS AND REINFORCING IRONWORKERS.....	$ 40.60	30.56

IRON0197-001 07/01/2015

	Rates	Fringes
IRONWORKER		
STONE DERRICKMAN.....	$ 44.84	38.03

IRON0580-001 07/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	$ 43.20	47.42

LABO0060-002 07/01/2016

HEAVY/HIGHWAY

	Rates	Fringes
Laborers:		
GROUP 1.....	$ 40.24	20.36+a
GROUP 2.....	$ 38.89	20.36+a
GROUP 3.....	$ 38.49	20.36+a
GROUP 4.....	$ 38.14	20.36+a
GROUP 5.....	$ 37.79	20.36+a
GROUP 6.....	$ 31.44	20.36+a
GROUP 7.....	$ 39.79	20.36+a
SHAFT AND TUNNEL IN FREE AIR		
GROUP 1.....	$ 45.65	26.60+a
GROUP 2.....	$ 47.65	26.60+a
GROUP 4.....	$ 53.65	26.60+a

LABORERS CLASSIFICATIONS (HEAVY/HIGHWAY):
GROUP 1: Blasters.
GROUP 2: Burner, Jumbo Driller, Joy Driller, Wagon Driller, Air Track Driller, Hydraulic Driller, Concrete Form Aligner, Concrete Form and Curb Form Highway (Steel), Asphalt Screedman, Asphalt Raker.
GROUP 3: Asphalt Curb Machine Operator, Jeeper Operator, Pavement Breaker Operator, Power Saw Operator, Jack Hammer Driller. All types of pheumatic tools gasoline driller, concrete saw, gunniting, railroad spike puller and sandblasting, pipe layer, deck winches on scows, power buggy operator, power wheelbarrow operator.
GROUP 4: General concrete laborers-anything pertaining to

concrete, aggregate or concrete material handling, puddlers, asphalt worker, rock scalers, vibrator operator, bit grinder, concrete grinder, air tampers and all tampers not covered by any other classification, form pin puller, pumps and their operation, service of air power, epoxy and waterproofing worker, fine grade person between forms, barco rammer, guard and guide rail and link fence, steel kings.

GROUP 5: Common laborers, signal person and pit person , truck spotters, powder person, landscape and nursery person, dump person.

GROUP 6: Flagperson

GROUP 7: Asbestos and Toxic Waste laborer

SHAFT AND TUNNEL IN FREE AIR CLASSIFICATIONS

GROUP 1: Outside laborers

GROUP 2: Blaster, Concrete and form setters, drill runners, air tuggers, chippers, pneumatic tools, and source of airpower, pumps and their operations, vibrator operators, Puddlers, Chuck tenders, nippers, concrete laborers tunnel sewer and water pipeliners, boring, Laborers, Powder carriers, signalmen, and Brakemen

GROUP 4: Miners

FOOTNOTE: a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, November Election Day, Veterans' Day, Thanksgiving Day and Christmas Day.

LABO0235-001 05/01/2014

BUILDING

	Rates	Fringes
LABORER	$ 30.56	24.00

LABO0235-002 05/01/2013

RESIDENTIAL

	Rates	Fringes
LABORER	$ 26.80	19.55

PAIN0009-003 11/01/2015

	Rates	Fringes
PAINTER		
GLAZIERS	$ 43.95	36.82
Painters, Paperhanger, Drywall Finishers & Lead Abatement Worker	$ 41.75	20.87
Spray, Scaffold,		

Sandblasting.....$ 42.50 21.87

PAIN0806-001 10/01/2015

	Rates	Fringes
Painters:		
Structural Steel and Bridge	$ 49.00	37.13

PLUM0021-003 05/01/2016

	Rates	Fringes
Plumber and Steamfitter		
Zone 1	$ 53.16	30.46

ROOF0008-003 07/01/2014

	Rates	Fringes
ROOFER	$ 40.70	25.14

SFNY0669-002 01/01/2016

	Rates	Fringes
SPRINKLER FITTER	$ 41.47	21.70

SHEE0038-001 07/01/2014

	Rates	Fringes
Sheet metal worker	$ 43.41	31.71

TEAM0456-001 07/01/2015

HEAVY & HIGHWAY CONSTRUCION

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 41.97	25.17
GROUP 2	$ 39.22	25.17
GROUP 3	$ 39.67	25.17
GROUP 4	$ 39.84	25.17
GROUP 5	$ 39.34	25.17
GROUP 6	$ 40.22	25.17
GROUP 7	$ 40.72	25.17
GROUP 8	$ 41.09	25.17
GROUP 9	$ 41.04	25.17
GROUP 10	$ 41.22	25.17
GROUP 11	$ 40.97	25.17

Hazardous/Toxic Waste - An additional 20% of the basic hourly wage rate set forth in this wage determination.

CLASSIFICATION DESCRIPTIONS

GROUP 1: Lowboy (carrying equipment)
GROUP 2: Straight jobs: 6-Wheeler, 10-Wheeler, A-Frame Trucks (inside cab), Winch Truck (inside cab), Dynamite Truck, Seeding Truck, Mulching Truck, Agitator Truck, Water Truck, Cement Trucks (all types), Suburbans, Station Wagons, Cars, Pickups.
GROUP 3: Fuel and tire trucks.
GROUP 4: Tractor trailers (all types)
GROUP 5: 14 Wheeler
GROUP 6: Athey wagon, Belly dumps, Articulated Dumps, Trailer wagons.
GROUP 7: Darts.
GROUP 8: RXS
GROUP 9: Off Road Equipment (Under 40 Tons): Euclid
GROUP 10: Off Road Equipment (Over 40 Tons) Euclid, DJB
GROUP 11: Off Road Equipment (Under 40 Tons) DJB

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, President's Day, Decoration Day, Independence Day, Labor Day, November Election Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day, provided employee works two or more days in the calendar week in which the holiday falls.

PAID VACATION: 4 weeks paid vacation after 20 years of service and 30 days of employment in current contract year; 3 weeks after 10 years of seniority service; 3 weeks after 10 years and 60 days of employment in contract year, 3 weeks and 1 day after 16 years of seniority service, 3 weeks and 2 days after 17 years of seniority service; 3 weeks and 3 days after 18 years of seniority service; 3 weeks and 4 days after 19 years of seniority service; The third week and every additional day shall be granted to employee in the calendar year in which he completes his tenth or other years of seniority service; 2 weeks after 130 days of employment in the calendar year; 2 weeks after 5 years and 90 days seniority service in calander year; 1 week and 1 additional day for each additional 18 days of employment not exceeding 10 days in any one calander year after 90 days of employment. Casual employees 1 day for every 18 days of employment. An employee who does not qualify for vacation shall be paid pro rata on a daily basis. Holiday shall be counted as days worked for vacation benefits.

LEGAL SERVICES FUND: Employer shall contribute $.20 to the fund on the same basis for all hours paid to employees in the form of holiday pay or vacation pay. In addition to the benefits paid for Health-Welfare and Pension for up to 40 hours worked an additional $.25 is paid for each hour worked. The employer shall grant 3 calendar days off without loss of pay to an employee who has death in his/her immediate family, inclusive of the day of the funeral.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007

in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Town of Rye

Arlene Greco, Admin
222 Grace Church Street
Port Chester NY 10573

Schedule Year	2016 through 2017
Date Requested	08/22/2016
PRC#	2016008644

Location	Crawford Park
Project ID#	
Project Type	Renovate Park Pavilion restrooms and kitchen

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2016 through June 2017. 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.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "4 Day / 10 Hour Work Schedule" form (PW 30R).

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 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us.

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.state.ny.us.

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

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 project's date of completion. 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.

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, by are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed $100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds $25,000.00, payroll records and certifications must be kept on the project worksite.

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 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.

Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Town of Rye

Arlene Greco, Admin
222 Grace Church Street
Port Chester NY 10573

Schedule Year 2016 through 2017
Date Requested 08/22/2016
PRC# 2016008644

Location Crawford Park
Project ID#
Project Type Renovate Park Pavilion restrooms and kitchen

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: $_____

Approximate Starting Date: ____/____/____

Approximate Completion Date: ____/____/____

Contract Type:

[ ] (01) General Construction
[ ] (02) Heating/Ventilation
[ ] (03) Electrical
[ ] (04) Plumbing
[ ] (05) Other : _____

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

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

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' concerns with regard to 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.***

NOTE: This change does not affect the Department's ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.

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 12240

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.

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, www.labor.ny.gov.

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.state.ny.us .

New York State Department of Labor
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 such as
  - unemployment benefits, if 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 required by New York State and Federal Law.

Penalties for paying 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, 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 1(866)435-1499 or send an email to dol.misclassified@labor.state.ny.us. All complaints of fraud and violations are taken seriously and you can remain anonymous.

Employer Name:

IA 999 (09/10)

WORKER NOTIFICATION

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

Effective February 24, 2008

This provision is an addition to the existing prevailing 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 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 particular job classification. The required notification will be provided with each wage schedule, may be downloaded from our website *www.labor.state.ny.us* or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(11.11)

New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A:

PUBLIC WORK PROJECT

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

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: www.labor.ny.gov

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) 568-5156		

* 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: _____

OSHA 10-hour Construction

Safety and Health Course – S1537-A

Effective July 18, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least $250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least $250,000.00, contain a provision of this requirement.

NOTE: ***The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.***

Where to find OSHA 10-hour Construction Course

1. NYS Department of Labor website for scheduled outreach training at:

   www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm

2. OSHA Training Institute Education Centers:

   Rochester Institute of Technology OSHA Education Center
   Rochester, NY
   Donna Winter
   Fax (585) 475-6292
   e-mail: dlwtpo@rit.edu
   (866) 385-7470 Ext. 2919
   www.rit.edu/~outreach/course.php3?CourseID=54

   Atlantic OSHA Training Center
   UMDNJ – School of Public Health
   Piscataway, NJ
   Janet Crooks
   Fax (732) 235-9460
   e-mail: crooksje@umdnj.edu
   (732) 235-9455
   https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~

   Atlantic OSHA Training Center
   University at Buffalo
   Buffalo, New York
   Joe Syracuse
   Fax (716) 829-2806
   e-mail:mailto:japs@buffalo.edu
   (716) 829-2125
   http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

   Keene State College
   Manchester, NH
   Leslie Singleton
   e-mail: lsingletin@keene.edu
   (800) 449-6742
   www.keene.edu/courses/print/courses_osha.cfm

3. List of trainers and training schedules for OSHA outreach training at:

   www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h took effect on July 18, 2008. The statute provides as follows:

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.

WICKS Reform 2008

(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from $50,000 to: $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 work 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 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.

- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

IMPORTANT INFORMATION

Regarding Use of Form PW30R

"Employer Registration for Use of 4 Day / 10 Hour Work Schedule"

To use the '4 Day / 10 Hour Work Schedule':

There MUST be a *Dispensation of Hours (PW30)* in place on the project

AND

You MUST register your intent to work 4 / 10 hour days, by completing the PW30R Form.

REMEMBER…

The '4 Day / 10 Hour Work Schedule' applies ONLY to Job Classifications and Counties listed on the PW30R Form.

Do not write in any additional Classifications or Counties.

(**Please note** : For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)

Instructions for Completing Form PW30R

"Employer Registration for Use of 4 Day / 10 Hour Work Schedule"

Before completing Form PW30R check to be sure …

- There is a *Dispensation of Hours* in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Instructions (Type or Print legibly):

Contractor Information:

- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company's Phone and Fax numbers; and the Company's email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

Project Information:

- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown,NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
  - Go to pages 2 and 3 of the form
  - Place a checkmark in the box to the right of the Job Classification you are choosing
  - Mark all Job Classifications that apply

    ****Do not write in any additional Classifications or Counties.****

Requestor Information:

- Enter the name of the person submitting the registration, their title with the company , and the date the registration is filled out

Return Completed Form:

- **Mail** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 -***OR -***
- **Fax** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work at (518)485-1870

Bureau of Public Work
Harriman State Office Campus
Building 12 - Room 130
Albany, New York 12240
Phone - (518) 457-5589 Fax - (518) 485-1870

Employer Registration for Use of 4 Day / 10 Hour Work Schedule

Before completing Form PW30R check to be sure …
There is a *Dispensation of Hours* in place on the project.
The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please Type or Print the Requested Information

When completed …
Mail to NYSDOL Bureau of Public Work, SOBC, Bldg. 12, Rm.130, Albany, NY 12240
-or-
Fax to NYSDOL Bureau of Public Work at (518) 485-1870

Contractor Information

Company Name: _____ FEIN: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number _____ Fax Number: _____ Email Address: _____

Contact Person: _____

Phone No: _____ Fax No: _____ Email: _____

Project Information

Project PRC#: _____ Project Name/Type: _____

Exact Location of Project: _____ County: _____

(If you are Subcontractor)
Prime Contractor Name: _____

Job Classification(s) to Work 4/10 Schedule: *(Choose all that apply on Job Classification Checklist - Pages 3 -7)*
**** Do not write in any additional Classifications or Counties****

Requestor Information

Name: _____

Title: _____ Date : _____

Please use the list below with the number assigned to each county as a reference to the corresponding numbers listed in the following pages under "Entire Counties" & "Partial Counties".

1. Albany County
2. Allegany County
3. Bronx County
4. Broome County
5. Cattaraugus County
6. Cayuga County
7. Chautauqua County
8. Chemung County
9. Chenango County
10. Clinton County
11. Columbia County
12. Cortland County
13. Delaware County
14. Dutchess County
15. Erie County
16. Essex County
17. Franklin County
18. Fulton county
19. Genesee County
20. Greene County
21. Hamilton County
22. Herkimer County
23. Jefferson County
24. Kings County (Brooklyn)
25. Lewis County
26. Livingston County
27. Madison County
28. Monroe County
29. Montgomery County
30. Nassau County
31. New York County (Manhattan)
32. Niagara County
33. Oneida County
34. Onondaga County
35. Ontario County
36. Orange County
37. Orleans County
38. Oswego County
39. Otsego County
40. Putnam County
41. Queens County
42. Rensselaer County
43. Richmond County (Staten Island)
44. Rockland County
45. Saint Lawrence County
46. Saratoga County
47. Schenectady County
48. Schoharie County
49. Schuyler County
50. Seneca County
51. Steuben County
52. Suffolk County
53. Sullivan County
54. Tioga County
55. Tompkins County
56. Ulster County
57. Warren county
58. Washington County
59. Wayne County
60. Westchester County
61. Wyoming County
62. Yates County

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Carpenter-Building	276B-All	7	2 ,5	☐
Carpenter-Building	276B-Cat	15	5	☐
Carpenter - Building	276-B--LIV	26, 28, 35, 59	61	☐
Carpenter-Building	276B-Gen	19, 32, 37	61	☐
Carpenter-Floor Layers	276B-FL-Liv	26, 28, 35, 59	61	☐
Carpenter-Heavy&Highway	276HH-All	2, 5, 7		☐
Carpenter-Heavy&Highway	276HH-Erie	15		☐
Carpenter-Heavy&Highway	276HH- Gen	19, 32, 37, 61		☐
Carpenter-Heavy&Highway	276HH-Liv	26, 28, 35, 59		☐
Carpenter-Residential	276R-All	7	2, 5	☐
Carpenter - Building	277B-Bro	4, 54		☐
Carpenter - Building	277B-CAY	6, 50, 62		☐
Carpenter - Building	277B-CS	8, 12, 49, 51, 55	2	☐
Carpenter - Building	277 JLS	23, 25, 45		☐
Carpenter - Building	277 omh	22, 27, 33		☐
Carpenter - Building	277 On	34		☐
Carpenter - Building	277 Os	38		☐
Carpenter - Building	277CDO Bldg	9, 13, 39		☐
Carpenter - Heavy&Highway	277CDO HH	9, 13, 39		☐
Carpenter - Heavy&Highway	277HH-BRO	4, 6, 8, 12, ,22, 23, 25, 27, 33, 34, 38, 45, 49, 50, 51, 54, 55, 62		☐
Carpenter - Building	291B-Alb	1, 18, 20, 29, 42, 47, 48		☐
Carpenter - Building	291B-Cli	10, 16, 17		☐
Carpenter - Building	291B-Ham	21, 57, 58		☐
Carpenter - Building	291B-Sar	46		☐
Carpenter - Heavy&Highway	291HH-Alb	1, 10, 16, 17,18, 20, 21, 29, 42, 46, 47, 48, 57, 58		☐
Electrician	25m	30, 52		☐
Electrician-Teledata Cable Splicer	43	12, 22, 27, 33, 38	6, 9, 34, 39, 55, 59	☐

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Electrician	86	26, 28	19, 35, 37, 59, 61	☐
Electrician	840Teledata and 840 Z1	62	6, 34, 35, 50, 59	☐
Electrician	910	10, 16, 17, 23, 25, 45		☐
Electrician Lineman	1049Line/Gas	30, 41, 52		☐
Electrician Lineman	1249a	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 56, 57, 58, 59, 61, 62		☐
Electrical Lineman	1249a West	60		☐
Electrical Lineman	1249a-LT	1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 39, 42, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 57, 58, 59, 61, 62		☐
Electrical Lineman	1249aREG8LT	11, 14, 36, 40, 44, 56		☐
Electrical Lineman	1249aWestLT	60		☐
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 60	☐
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61		☐
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62		☐
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58		☐
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13	☐
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		☐
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61		☐
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61		☐
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62		☐
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38		☐
Glazier	677z3	4, 8, 9, 13, 39, 49, 51, 54, 55		☐
Glazier	677r.2	6, 12, 22, 27, 33, 34, 38		☐
Insulator - Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55		☐
Laborers- Tunnel	157	47	18, 29, 46	☐
Laborers- Heavy & Highway	157h/h	47	18, 29, 46	☐

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Laborers- Heavy & Highway	1822/2h	10,16,57		☐
Laborers- Heavy & Highway	1822/2h(2)	17, 23, 25, 45		☐
Laborers- Tunnel	1822T	10, 16 57		☐
Laborers- Tunnel	1822T(2)	17, 23, 25, 45		☐
Laborers- Tunnel	35T	21, 22, 27, 33	18, 29	☐
Laborers- Tunnel	190	1, 42, 58	11, 20, 46	☐
Laborers- Heavy & Highway	190 h/h	1, 42, 58	11, 20, 46	☐
Laborers- Heavy & Highway	35/2h	21, 22, 27, 33	18, 29	☐
Laborers- Tunnel	35T	21, 22, 27, 33	18, 29	☐
Laborers- Heavy & Highway	633hON	34		☐
Laborers- Heavy & Highway	633hOS	38		☐
Laborers- Heavy & Highway	633h Cay	6		☐
Laborers- building	633 bON	34		☐
Laborers- building	633b Cay	6		☐
Laborers- building	633bOS	38		☐
Laborers- Tunnel	633T (Cay)	6		☐
Laborers- Tunnel	633T (ON)	34		☐
Laborers- Tunnel	633T (OS)	38		☐
Laborers- Heavy & Highway	785h	12, 55	49, 54	☐
Laborers-Tunnel	785T	12, 55		☐
Laborers - Building	785(7)	4	9, 13, 54	☐
Laborers - Building	785B-CS	8, 51	49	☐
Laborers- Heavy & Highway	7-785b	12, 55	49, 54	☐
Laborers Heavy & Highway	785(7)	4	9, 13, 54	☐
Laborer - Heavy & Highway	785HH-CS	8, 51	49	☐
Laborer - Building	621b	2, 7	5	☐
Laborer - Residential	621r	2, 7	5	☐

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Mason-Building	2TS.1	1, 10,11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		☐
Mason-Building	2TS.2	22, 23, 25, 33, 45	27	☐
Mason-Building	2TS.3	6, 34, 38	27	☐
Mason-Building	2b-on	34		☐
Mason-Building	2b.1	1, 11, 18, 20, 21, 29, 42, 46, 47, 48, 58	57	☐
Mason-Building	2b.2	22, 33	25	☐
Mason-Building	2b.3	6, 34	27	☐
Mason-Building	2b.4	38		☐
Mason-Building	2b.5	23	25	☐
Mason-Building	2b.6	45		☐
Mason-Building	2b.8	10, 16, 17	57	☐
Mason-Building	2b.5	23	25	☐
Mason-Building	2b.6	45		☐
Mason-Building	2b.8	10, 16, 17	57	☐
Mason-Building	3b-Co-Z2	8, 49, 51	2	☐
Mason-Building	3B-Z1	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Building-Residential	3B-Z1R	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Building	3B-Bing-Z2	4, 9, 13, 39, 54		☐
Mason-Building	3B-Ith-Z2	12, 55		☐
				☐
				☐
				☐
				☐
				☐
				☐

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Mason-Building	3B-Jam-Z2	7	2, 5	☐
Mason-Building-Residential	3B-Jam-Z2R	2, 4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	5	☐
Mason-Building	3B-Z3	15, 32	5	☐
Mason-Building	3B-Z3.Orleans	37		☐
Mason-Residential	3B-Z3R	15, 32	5	☐
Mason-Residential	3B-Z3R.Orleans	37		☐
Mason-Heavy Highway	3h	2, 4, 8, 7, 9, 12, 13, 19, 26, 28, 35, 37, 39, 49, 50, 51, 54, 55, 59, 61, 62	5, 15, 32	☐
Mason-Tile Finisher	3TF-Z1	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Tile Finisher	3TF-Z2	2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	☐
Mason-Tile Finisher	3TF-Z3	15, 32, 37	5	☐
Mason-Tile Finisher	3TF-Z1R	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Tile Finisher	3TF-Z2R	2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	☐
Mason-Tile Finisher	3TF-Z3R	15, 32, 37	5	☐
Mason-Tile Setter	3TS-Z1	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Tile Setter Residential	3TS-Z1R	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Tile Setter	3TS-Z2	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	☐
Mason-Tile Setter Residential	3TS-Z2R	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	☐
Mason-Tile Setter Residential	3TS-Z3R	15, 32, 37	5	☐
Mason - Building/Heavy&Highway	780	3, 24, 30, 31, 41, 43, 52		☐
Operating Engineer - Heavy/Highway	137H/H	40, 60	14	☐
Operating Engineer - Heavy& Highway	158-832H	2, 8, 26, 28, 35, 49, 51, 59, 62	19	☐
Operating Engineer - Heavy& Highway	158-H/H	1, 4, 9, 10, 11, 14, 16, 17, 18, 20, 21, 22, 29, 39, 42, 46, 47, 48, 54, 57, 58		☐
Operating Engineer - Heavy& Highway	158-545h	6, 12, 23, 25, 27, 33, 38, 45, 50, 55		☐
Painter	1456-LS	1, 3, 10, 11, 14, 16, 17, 18, 20, 21, 24, 29, 30, 31, 36, 40, 41, 42, 43, 44, 46, 47, 48, 52, 53, 56, 57, 58, 60		☐
Painter	150	28, 59, 62	26, 35	☐

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Painter	178 B	4, 9, 54		☐
Painter	178 E	8, 49	51	☐
Painter	178 I	12, 55		☐
Painter	178 O	13, 39		☐
Painter	31	6, 22, 27, 33, 34, 50	25, 35, 38	☐
Painter	38.O		38	☐
Painter	38.W	23, 45	25	☐
Painter	4-Buf,Nia,Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	☐
Painter	4-Jamestown		5, 7	☐
Painter	38.O		38	☐
Painter	38.W	23, 45	25	☐
Painter	4-Buf,Nia,Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	☐
Painter	4-Jamestown		5, 7	☐
Sheetmetal Worker	46	26, 28, 35, 50, 59, 62		☐
Sheetmetal Worker	46r	26, 28, 35, 50, 59, 62		☐
Teamsters-Heavy&Highway	294h/h	1, 11, 18, 20, 29, 42, 46, 47, 48, 58	57	☐
Teamsters-Heavy&Highway	317bhh	6, 12, 50, 51, 55, 62	2	☐
Teamsters-Building/Heavy&Highway	456	40, 60		☐

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.

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. In most cases the payment or provision of supplements is for each hour worked (noted in the schedule as 'Per hour worked'). Some classifications require the payment or provision of supplements for each hour paid (noted in the schedule as 'Per hour paid'), which require supplements to be paid or provided at a premium rate for premium hours worked. Some classifications may also require the payment or provision of supplements for paid holidays on which no work is performed.

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.state.ny.us) for current wage rate information.

Apprentice Training Ratios

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

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

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

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3

Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

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

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Westchester County General Construction

Boilermaker 08/01/2016

JOB DESCRIPTION Boilermaker **DISTRICT** 4

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

WAGES

Per Hour:	07/01/2016
Boilermaker	$ 51.56
Repairs & Renovations	$ 51.56

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2016
Boilermaker	32% of hourly
Repairs & Renovations	Wage Paid
	+ $25.19

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

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

OVERTIME PAY
OVERTIME PAY
See (D, O) on OVERTIME PAGE
HOLIDAY
Paid: See (8, 16, 23, 24) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE
NOTE: *Employee must work in pay week to receive Holiday Pay.
**Boilermarker gets 4 times the hourly wage rate for working on Labor Day.
***Repairs & Renovation see (B,E,Q) on HOLIDAY PAGE

HOLIDAY

REGISTERED APPRENTICES
Wage per hour:
(1/2) Year Terms at the following pecentage of Boilermaker's Wage

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits Per Hour:

Apprentice(s)	07/01/2016 32% of Hourly Wage Paid Plus Amount Below
1st Term	$ 19.27
2nd Term	20.11
3rd Term	20.95
4th Term	21.80
5th Term	22.65
6th Term	23.49
7th Term	24.33

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

4-5

Carpenter 08/01/2016

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2016

Piledriver	$ 51.63
Dockbuilder	$ 51.63

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyworker	$ 48.62

OVERTIME PAY
See (B, E2, O) on OVERTIME PAGE

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

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

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

REGISTERED APPRENTICES
Wages per hour
(1)year terms:

1st	2nd	3rd	4th
$20.65	$25.82	$33.56	$41.30

Supplemental benefits per hour:

Apprentices	$ 32.49

8-1556 Db

Carpenter 08/01/2016

JOB DESCRIPTION Carpenter **DISTRICT** 8

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

PARTIAL COUNTIES
Orange: The area lying on Southern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing east 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
Per hour: 07/01/2016

Carpet/Resilient
Floor Coverer $ 50.50

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

SUPPLEMENTAL BENEFITS
Per hour paid:

Floor Coverer	$ 45.85

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

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

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

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

REGISTERED APPRENTICES
Wage per hour is Pecentage of Journeyworkers Wage

(1) year terms:

1st.	2nd.	3rd.	4th.
$20.20	$25.25	$32.83	$40.40

Supplemental benefits per hour:

$ 31.11

8-2287

Carpenter **08/01/2016**

JOB DESCRIPTION Carpenter **DISTRICT** 8

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

WAGES
Per Hour: 07/01/2016

Marine Construction:

Marine Diver	$ 65.38
Marine Tender	46.44

SUPPLEMENTAL BENEFITS
Per Hour Paid:

Journeyman	$ 48.62

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

HOLIDAY
Paid: See (18, 19) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 13, 16, 18, 19) on HOLIDAY PAGE

8-1456MC

Carpenter **08/01/2016**

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2016

Building
Millwright $ 51.50

SUPPLEMENTAL BENEFITS
Per hour paid:

Millwright $ 52.38

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

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

Overtime See (5,6,8,11,13,18,19,25) on HOLIDAY PAGE.

* must show up to work

REGISTERED APPRENTICES
Wages per hour is Percentage of Journeyworkers wage:

(1) year terms:

1st.	2nd.	3rd.	4th.
$28.33	$33.48	$38.63	$48.93

Supplemental benefits per hour paid:

(1) year terms:

1st.	2nd.	3rd.	4th.
$34.25	$37.85	$42.10	$48.66

8-740.1

Carpenter 08/01/2016

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per Hour:

	07/01/2016
Timberman	$ 46.99

SUPPLEMENTAL BENEFITS
Per Hour:

	07/01/2016
	$ 48.23

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

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

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

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

REGISTERED APPRENTICES
Wages per hour:
(1) year terms:

1st	2nd	3rd	4th
$18.80	$23.50	$30.54	$37.59

Supplemental benefits per hour:
$ 32.30

8-1556 Tm

Carpenter 08/01/2016

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

PARTIAL COUNTIES
Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.
Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.
Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour:	07/01/2016	10/17/2016 Additional
Core Drilling:		
Driller	$ 37.82	$ 2.21
Driller Helper	$ 30.17	$ 1.94

Additional Helpers: One (1) year increments. This is not an apprenticeship for Driller:

Helper 1st year	$ 21.12
Helper 2nd year	24.14
Helper 3rd year	27.15
Helper 4th year	30.17

Note: Hazardous Waste Pay Differential:
For Level C, an additional 10% above wage rate per hour
For Level B, an additional 10% above wage rate per hour
For Level A, an additional 10% above wage rate per hour
Note: When required to work on water: an additional $ 0.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2016	10/17/2016
Driller and All Helpers	$ 24.00	$ 24.00

OVERTIME PAY
OVERTIME: See (B,E,K*,P,R**) on OVERTIME PAGE.

HOLIDAY
Paid: See (5,6) on HOLIDAY PAGE.
Overtime: * See (5,6) on HOLIDAY PAGE.
** See (8,10,11,13) on HOLIDAY PAGE.

8-1536-CoreDriller

Carpenter - Building / Heavy&Highway 08/01/2016

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT** 11

ENTIRE COUNTIES
Putnam, Rockland, Westchester

WAGES
WAGES:(per hour)

	07/01/2016
BUILDING:	
Carpenter	$ 44.35
HEAVY/HIGHWAY:	
Carpenter	$ 44.35
Carpenter Concrete Forms	$ 44.35

SHIFT DIFFERENTIAL: When it is mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen(15) percent of wage plus applicable benefits.
NOTE:Carpenters employed in the abatement or removal of asbestos or any toxic or hazardous material or required to work near asbestos or any toxic or hazardous material and required to wear protective equipment shall receive two (2) hours extra pay per day, plus applicable supplemental benefits.

SUPPLEMENTAL BENEFITS
Per hour paid:
BUILDING AND HEAVY/HIGHWAY:
Journeyworker $ 30.60

OVERTIME PAY
BUILDING:
See (B, E, E2, Q,) on OVERTIME PAGE.

HEAVY/HIGHWAY:
See (B, E, E2, Q*, T**) on OVERTIME PAGE.

HOLIDAY
BUILDING:
Paid: See (1) on HOLIDAY PAGE.
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE.

HEAVY/HIGHWAY:
Paid: See (5, 6, 16, 25) on HOLIDAY PAGE including benefits.
Overtime: See (5*, 6*, 16**, 25**) on HOLIDAY PAGE.
*NOTE: For Holidays 5 and 6 code T applies, with benefits at straight time rate.
**NOTE: For Holidays 16 and 25 code Q applies, with benefits at straight time rate.

REGISTERED APPRENTICES
(1)year terms at the following wage rates.

BUILDING-HEAVY/HIGHWAY:

1st	2nd	3rd	4th
$21.95	$25.62	$29.30	$32.98

Supplemental Benefits per hour paid:

Apprentices

All terms $ 15.60

11-279.1B/HH

Electrician 08/01/2016

JOB DESCRIPTION Electrician **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond, Westchester

WAGES

Per hour Paid:	07/01/2016	03/10/2017
Service Technician	$ 32.00	$ 32.40

Service and Maintenance on Alarm and Security Systems.

Maintenance, repair and /or replacement of defective (or damaged) equipment on, but not limited to, Burglar - Fire - Security - CCTV - Card Access - Life Safety Systems and associated devices. (Whether by service contract of T&M by customer request.)

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker:	$ 15.47	$ 16.10

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

9-3H

Electrician 08/01/2016

JOB DESCRIPTION Electrician **DISTRICT** 8

ENTIRE COUNTIES
Westchester

WAGES
Per hour:

	07/01/2016
Electrician/A-Technician	$ 50.75
Teledata	$ 50.75

* Note: All maintenance (TEMPORARY WORK ONLY) of feeders, sub-feeders and wiring of electrical equipment for HEATING OF BUILDINGS shall be paid for at 80% of the regular hourly rate for the first 40 hours. After 40 hours they shall be paid time and one-half.

Note: On a job where employees are required to work on bridges over navigable waters, transmission towers, light poles, bosun chairs, swinging scaffolds , etc. 40 feet or more above the water or ground or under compressed air, or tunnel projects under construction or where assisted breathing apparatus is required, they will be paid at the rate of time and one-half for such work except on normal pole line or building construction work.

SUPPLEMENTAL BENEFITS
Per hour worked:

	07/01/2016
Journeyworker	$ 43.70

OVERTIME PAY
See (A, G, *J, P) on OVERTIME PAGE
*NOTE: Emergency work on Sunday and Holidays is at the time and one-half overtime rate.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Entering Program PRIOR to April 23, 2014
(1) year terms at the following wage rates:

	07/01/2016
1st term	$ 13.75
2nd term	16.55
3rd term	18.65
4th term	20.60
MIJ	26.00

Supplemental Benefits per hour worked:

	07/01/2016
1st term	$ 9.74
2nd term	13.18
3rd term	14.58
4th term	15.88
MIJ	13.26

Entering Program AFTER April 23, 2014
(1) year terms at the following wage rates:

	07/01/2016
1st term	$ 12.50
2nd term	14.50
3rd term	16.50
4th term	18.50
MIJ 1-12 months	22.50
MIJ 13-18 months	26.00

Supplemental Benefits per hour worked:

	07/01/2016
1st term	$ 8.91
2nd term	11.81
3rd term	13.14
4th term	14.48
MIJ 1-12 months	11.89
MIJ 13-18 months	13.20

8-3/W

Electrician 08/01/2016

JOB DESCRIPTION Electrician **DISTRICT** 8

ENTIRE COUNTIES
Westchester

WAGES

	07/01/2016
Electrician	$ 26.00
H - Telephone	$ 26.00

Electrical and Teledata work of limited scope, consisting of repairs and /or replacement of electrical and teledata equipment.
- Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.
See Electrician/A Technician classification for all new installations of wiring, conduit, junction boxes and light fixtures.

SUPPLEMENTAL BENEFITS

	07/01/2016
Electrician & H - Telephone	$ 13.20

OVERTIME PAY
See (B, G, *J, P) on OVERTIME PAGE
*Note: Emergency work on Sunday and Holidays is
at the time and one-half overtime rate.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

8-3m

Elevator Constructor 08/01/2016

JOB DESCRIPTION Elevator Constructor **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

PARTIAL COUNTIES
Rockland: Entire County except for the Township of Stony Point
Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES
Per hour:

	07/01/2016	03/17/2017
Elevator Constructor	$ 60.96	$ 62.64
Modernization & Service/Repair	47.91	49.14

SUPPLEMENTAL BENEFITS
Per Hour:

Elevator Constructor	$ 36.86	$ 38.57
Modernization & Service/Repair	35.87	37.55

OVERTIME PAY
Constructor. See (D, M, T) on OVERTIME PAGE.

Modern./Service See (B, F, S) on OVERTIME PAGE.

HOLIDAY
Paid: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES PER HOUR:
*Note:1st Term is based on Average wage of Constructor & Modernization.
Terms 2 thru 4 Based on Journeyman's wage of classification Working in.

1 YEAR TERMS:

1st Term*	2nd Term	3rd Term	4th Term
50%	55%	65%	75%

SUPPLEMENTAL BENEFITS

Elevator Constructor		
1st Term	$ 30.44	$ 31.96
2nd Term	31.27	32.82
3rd Term	32.51	34.10
4th Term	33.75	35.37
Modernization & Service/Repair		
1st Term	$ 30.37	$ 31.89
2nd Term	30.73	32.26
3rd Term	31.87	33.43
4th Term	33.02	34.61

4-1

Elevator Constructor 08/01/2016

JOB DESCRIPTION Elevator Constructor **DISTRICT** 1

ENTIRE COUNTIES
Columbia, Dutchess, Greene, Orange, Putnam, Sullivan, Ulster

PARTIAL COUNTIES
Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford
Rockland: Only the Township of Stony Point.
Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per Hour	07/01/2016
Mechanic	$ 53.72
Helper	70% of Mechanic Wage Rate

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked	07/01/2016
Journeyman/Helper	$ 29.985*

(*)Plus 6% of gross wages if less than 5 years service
(*)Plus 8% of gross wages if more than 5 years service

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 15, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE
Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES
Wages per hour:

0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50 %	55 %	65 %	70 %	80 %

*No supplemental benefits

Supplemental Benefits per hour worked:

Same as Journeyman/Helper

1-138

Glazier 08/01/2016

JOB DESCRIPTION Glazier **DISTRICT** 8

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

WAGES

Per hour:	07/01/2016	11/01/2016 + additional $.85
Glazier	$ 53.55	
Scaffolding	$ 54.55	

Scafolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 24' or more, but not pipe scaffolding.

Repair & Maintenance	$ 26.88

Repair & Maintenance- All repair & maintenance work on a particular building,whenever performed, where the total cumulative contract value is under $121,550

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2016	11/01/2016
Journeyworker	$ 28.94	$ 28.94
Repair & Maintenance	17.26	17.26

OVERTIME PAY

OVERTIME: Premium is applied to the respective base wage only.
See (C*,D* E2, O) on OVERTIME PAGE.

* If an optional 8th hour is required to complete the entire project, the same shall be paid at the regular rate of pay. If a 9th hour is worked, then both hours or more (8th & 9th or more) will be paid at double time rate of pay.

For Repair & Maintenance see (B,B2, F, P) on overtime page.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE
Paid for the Repair & Maintenance (5, 6, 16 & 25)

REGISTERED APPRENTICES

Wage per hour:
(1) year terms at the following wage rates:

	07/01/2016	11/01/2016
1st term	$ 18.20	$ 18.20
2nd term	26.44	26.44
3rd term	31.89	31.89
4th term	42.69	42.69

Supplemental Benefits:
(Per hour worked)

1st term	$ 14.24	$ 14.24
2nd term	19.67	19.67
3rd term	21.58	21.58
4th term	25.12	25.12

8-1281 (DC9 NYC)

Insulator - Heat & Frost 08/01/2016

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

Per hour:	07/01/2016
Insulator	$ 49.45
Discomfort & Additional Training**	$ 52.41
Fire Stop Work*	$ 25.79

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

**Applies to work requiring; garb or equipment worn against the body not customarily worn by insulators;psychological evaluation;special training, including but not limited to "Yellow Badge" radiation training

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

SUPPLEMENTAL BENEFITS

(Per hour paid)

Journeyworker	$ 31.90
Discomfort & Additional Training	$ 33.89
Fire Stop Work: Journeyworker	$ 16.07

OVERTIME PAY
See (B, E, E2, Q, *T) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE.
Note: Last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

Overtime: See (2*, 4, 6, 16, 25) on HOLIDAY PAGE.
*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES
(1) year terms.

Insulator Apprentices:

1st	2nd	3rd	4th
$ 21.49	$ 26.15	$ 35.47	$ 40.14

Discomfort & Additional Training Apprentices:

1st	2nd	3rd	4th
$ 22.66	$ 27.62	$ 37.53	$ 42.49

Supplemental Benefits paid per hour paid:

Insulator Apprentices:

1st term	$ 13.19
2nd term	16.30
3rd term	22.55
4th term	25.68

Discomfort & Additional Training Apprentices:

1st term	$ 13.97
2nd term	17.30
3rd term	23.94
4th term	27.26

8-91

Ironworker 08/01/2016

JOB DESCRIPTION Ironworker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES
Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

WAGES
Per hour: 07/01/2016

Reinforcing & Metal Lathing	$ 54.53

SUPPLEMENTAL BENEFITS
Per hour paid:

Reinforcing & Metal Lathing	$ 33.05

OVERTIME PAY
See (B, B1, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage rates:
Wages Per Hour:

1st term	2nd term	3rd term	4th Term
$ 26.63	$ 30.63	$ 33.63	$ 36.63

SUPPLEMENTAL BENIFITS
Per Hour:

1st term	2nd term	3rd term	4th Term
$ 11.09	$ 13.09	$ 17.05	$ 18.05

4-46Reinf

Ironworker 08/01/2016

JOB DESCRIPTION Ironworker **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour:	07/01/2016	01/01/2017
IRONWORKER:		
Ironworker Rigger	$ 58.34	An Additional $ 1.36
Ironworker Stone Derrickman	$ 58.34	$ 1.36

SUPPLEMENTAL BENEFITS
Ironworker: $ 38.85

OVERTIME PAY
See (B, D1, *E, Q, **V) on OVERTIME PAGE
*Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.
** Benefits same premium as wages on Holidays only

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE
*Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES
Wage per hour:

1/2 year terms at the following hourly wage rate:

	1st	2nd	3rd	4th	5th	6th
07/01/2016	$29.17	$29.17	$41.44	$46.07	$50.71	$50.71

Supplemental benefits:

Per hour paid:	$19.43	$19.43	$29.15	$29.15	$29.15	$29.15

9-197D/R

Ironworker 08/01/2016

JOB DESCRIPTION Ironworker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2016	01/01/2017	07/01/2017
Ornamental	$ 43.65	$ 43.90	Additional
Chain Link Fence	43.65	43.90	$ 1.20/Hr.
Guide Rail Installation	43.65	43.90	To be allocated

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyworker:	$ 50.16	$ 51.16

OVERTIME PAY
OVERTIME: See (A*,D1,E**,Q,V) on OVERTIME PAGE.

*Time and one-half shall be paid for all work in excess of seven (7) hours at the end of a work day to a maximum of two (2) hours on any regular work day (8th & 9th hours of work) and double time shall be paid for all work thereafter.
**Time and one-half shall be paid for all work on Saturday up to seven (7) hours and double time shall be paid for all work thereafter.

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

REGISTERED APPRENTICES
1st term represents first 1-10 months, thereafter (1/2) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th
50%	55%	60%	70%	80%

Supplemental Benefits per hour paid:

1st Term	$ 38.49	$ 38.74
2nd Term	39.65	39.93
3rd Term	40.82	41.12
4th Term	43.16	43.51
5th Term	45.49	45.89

4-580-Or

Ironworker 08/01/2016

JOB DESCRIPTION Ironworker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
PER HOUR:

	07/01/2016	01/01/2017	07/01/2017
Ironworker:		Additional	Additional
Structural	$ 49.50	$ 1.62/Hr.	$ 1.73/hr.
Bridges		to be allocated	to be allocated
Machinery			

SUPPLEMENTAL BENEFITS
PER HOUR:

Journeyman $ 70.23

OVERTIME PAY
See (B, B1, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES PER HOUR:

6 month terms at the following rate:

1st	$ 25.85
2nd	26.45
3rd - 6th	27.05

Supplemental Benefits
PER HOUR:
All Terms $ 48.84

4-40/361-Str

Laborer - Building 08/01/2016

JOB DESCRIPTION Laborer - Building **DISTRICT** 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

	07/01/2016
Laborer	$ 37.60
Laborer-Asbestos & Hazardous Materials Removal	$ 39.25*

* Abatement/Removal of:
Lead based or lead containing paint on materials to be repainted is classified as Painter.
Asbestos containing roofs and roofing material is classified as Roofer.

Upgrade/Material condition work plan for work performed during non-outage under a wage formula of 90% wage/100% fringe benefits at nuclear power plants.

SUPPLEMENTAL BENEFITS
(per hour worked)

Journeyworker	$ 24.35

OVERTIME PAY
OVERTIME:..... See (B, E, E2, Q, V*) on OVERTIME PAGE.
*Note: For Sundays and Holidays worked benefits are at the same premium as wages.

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

REGISTERED APPRENTICES
(Laborer Only)

(Hourly) terms at the following wage.

Level A	Level B	Level C	Level D	Level E
0-1000	1001-2000	2001-3000	3001-4000	4001+
$ 22.00	$ 25.85	$ 29.25	$ 34.80	$ 37.60

Supplemental Benefits per hour worked:

Apprentices	
Level A	$ 12.25
Level B	14.55
Level C	17.30
Level D	17.45
Level E	24.35

8-235/B

Laborer - Heavy&Highway **08/01/2016**

JOB DESCRIPTION Laborer - Heavy&Highway **DISTRICT** 8

ENTIRE COUNTIES
Putnam, Westchester

WAGES
PUTNAM: APPLIES TO ALL HEAVY & HIGHWAY WORK EXCLUDING HIGHWAYS, STREETS, AND BRIDGES

GROUP I: Blaster and Quarry Master

GROUP II: Burner, Drillers(jumbo, joy, wagon, air track, hydraulic), Drill Operator, Self Contained Rotary Drill,Curbs/ Asphalt Screedman/Raker, Bar Person.

GROUP III: Pavement Breakers, Jeeper Operator, Jack Hammer, Pneumatic Tools (all), Gas Driller, Guniting, Railroad Spike Puller, Pipelayer, Chain Saw, Deck winches on scows, Power Buggy Operator, Power Wheelbarrow Operator, Bar Person Helper.

GROUP IV: Concrete Laborers, Asph. Worker, Rock Scaler, Vibrator Oper., Bit Grinder, Air Tamper, Pumps, Epoxy (adhesives, fillers and troweled on), Barco Rammer, Concrete Grinder, Crack Router Operator, Guide Rail-digging holes and placing concrete and demolition when not to be replaced, distribution of materials and tightening of bolts.

GROUP V: Drillers Helpers, Common Laborer, Mason Tenders, Signal Person, Pit Person, Truck Spotter, Powder Person, Landscape/Nursery Person, Dump Person, Temp. Heat.

GROUP VIA: Asbestos/Toxic Waste Laborer-All removal (Roads, Tunnels, Landfills, etc.) Confined space laborer

WAGES: (per hour)	07/01/2016
GROUP I	$ 40.24*
GROUP II	38.89*
GROUP III	38.49*
GROUP IV	38.14*
GROUP V	37.79*
GROUP VIA	39.79*
Gas Mechanic	45.24*
Flagperson	31.44*

*NOTE: To calculate overtime premiums, deduct $0.15 from above wages

SHIFT WORK: A shift premium will be paid on Public Work contracts for off-shift or irregular shift work when mandated by the NYS D.O.T. or other Governmental Agency contracts. Employees shall receive an additional 15% per hour above current rate for all regular and irregular shift work. Premium pay shall be calculated using the 15% per hour differential as base rate.

SUPPLEMENTAL BENEFITS

Per hour:
Journeyworker:
First 40 Hours
Per Hour Paid $ 20.46
Over 40 Hours
Per Hour Worked 15.46

OVERTIME PAY

See (B, E, P, R, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE
NOTE: For 'Holiday Paid: 5,6,8,9,15,25
For 'Holiday Overtime: 5,6 Code 'S' applies
For 'Holiday Overtime: 8,9,15,25' Code 'R' applies

REGISTERED APPRENTICES

ENROLLED ON OR AFTER APRIL 1, 2014

1st term	2nd term	3rd term	4th term
1-1000hrs	1001-2000hrs	2001-3000hrs	3001-4000hrs
$ 21.58	$ 25.46	$ 29.34	$ 33.12

Supplemental Benefits per hour worked:

1st term	$ 3.85-After 40 hours: $ 3.60
2nd term	3.95-After 40 hours: $ 3.60
3rd term	4.45-After 40 hours: $ 4.00
4th term	5.00-After 40 hours: $ 4.50

8-60H/H

Laborer - Tunnel 08/01/2016

JOB DESCRIPTION Laborer - Tunnel **DISTRICT** 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

Class 1: All support laborers/ sandhogs working above the shaft or tunnel.

Class 2: All laborers/sandhogs working in the shaft or tunnel.

Class 4: Safety miners

WAGES:(per hour)	07/01/2016
Class 1	$ 45.65
Class 2	$ 47.65
Class 4	$ 53.65

SHIFT WORK:When mandated by the contracting agency, 2nd and 3rd shifts, and irregular shift work shall be paid at time and one half the regular rate, Monday through Friday. Saturday shall be 1.65 times the regular rate.Sunday shall be paid at 2.15 times the regular rate. Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional $ 3.00 an hour.

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker:

Straight time:	$ 26.75
Premium time:	$ 40.13
Shift work	
Irregular shifts	
Saturday, Sunday	
Holidays	

OVERTIME PAY
See (B, E, Q, *S, V) on OVERTIME PAGE
*Work on a holiday which falls on a Saturday

HOLIDAY
Paid: See (5, 6, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 15, *16, 25) on HOLIDAY PAGE
* Double rate and benefits if worked

REGISTERED APPRENTICES
SEE HEAVY/HIGHWAY CLASSIFICATION FOR APPRENTICE RATES

8-60Tun

Lineman Electrician 08/01/2016

JOB DESCRIPTION Lineman Electrician **DISTRICT** 6

ENTIRE COUNTIES
Westchester

WAGES
Below rates apply to electrical overhead and underground distribution and maintenance work and overhead and underground transmission line work, electrical substations, switching structures, continuous pipe-type underground fluid or gas filled transmission conduit and cable installations, maintenance jobs or projects, railroad catenary installations and maintenance, third rail installations, the bonding of rails and the installation of fiber optic cable. (Ref #14.04.01)

Includes Teledata Work performed within ten (10) feet of high voltage (600 volts or over) transmission lines.

Per hour:	07/01/2016
Lineman, Tech, Welder	$ 50.46
Crane, Crawler Backhoe	50.46
Cable Splicer-Pipe Type	55.51
Digging Mach Operator	45.41
Cert. Welder-Pipe Type	52.98
Tractor Trailer Driver	42.89
Groundman, Truck Driver	40.37
Equipment Mechanic	40.37
Flagman	30.28

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

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING 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%

** IMPORTANT NOTICE **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

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

Journeyman	$ 21.75 *plus 7.25% of hourly wage

*The 7.25% is based on the hourly wage paid, straight time or premium time.

OVERTIME PAY
See (B, E, Q,) on OVERTIME PAGE. *Note* Double time for emergency work designated by the Dept of Jurisdiction.

HOLIDAY

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

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

REGISTERED APPRENTICES
WAGES: Per hour. 1000 hour terms.

1st	2nd	3rd	4th	5th	6th	7th
$ 30.28	$ 32.80	$ 35.32	$ 37.85	$ 40.37	$ 42.89	$ 45.41

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249aWest

Lineman Electrician - Teledata 08/01/2016

JOB DESCRIPTION Lineman Electrician - Teledata **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES
Per hour:

FOR OUTSIDE WORK.

	07/01/2016	01/01/2017
Cable Splicer	$ 30.29	$ 30.90
Installer, Repairman	28.75	29.33
Teledata Lineman	28.75	29.33
Technician, Equipment Operator	28.75	29.33
Groundman	15.25	15.56

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 4.43 *plus 3% of wage paid	$ 4.43 *plus 3% of 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

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal Lighting **08/01/2016**

JOB DESCRIPTION Lineman Electrician - Traffic Signal Lighting **DISTRICT** 6

ENTIRE COUNTIES
Westchester

WAGES
Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

A Groundman/Groundman Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chain saws, 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 ground man/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.

(Ref #14.01.03)

Per hour:	07/01/2016
Lineman, Technician	$ 46.56
Crane, Crawler Backhoe	46.56
Certified Welder	48.89
Digging Machine	41.90
Tractor Trailer Driver	39.58
Groundman Truck Driver	37.25
Equipment Mechanic	37.25
Flagman	27.94

Above rates applicable on all Lighting and Traffic Signal Systems with the installation, testing, operation, maintenance and repair of all traffic control and illumination projects, traffic monitoring systems, road weather information systems, and the installation of Fiber Optic Cable.

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

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

** IMPORTANT NOTICE **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

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

Journeyman	$ 21.75 *plus 7.25% of hourly wage

*The 7.25% is based on the hourly wage paid, straight time rate or premium rate.
Supplements paid at STRAIGHT TIME rate for holidays.

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE. *Note* Double time for emergency work designated by the Dept. of Jurisdiction.

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

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

REGISTERED APPRENTICES
WAGES: Per hour. 1000 hour terms.

1st	2nd	3rd	4th	5th	6th	7th
$ 27.94	$ 30.26	$ 32.59	$ 34.92	$ 37.25	$ 39.58	$ 41.90

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249aWestLT

Mason - Building 08/01/2016

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2016	12/05/2016
Building:		An Additional
Tile Finisher	$ 42.89	$ 0.82

SUPPLEMENTAL BENEFITS
Per Hour:

Journey worker $ 20.22* per hour paid
plus $ 8.42 per hour worked

OVERTIME PAY
See (B, E, Q, *V) on OVERTIME PAGE
* This portion of Supplemental benefits subject to same premium rate as shown for overtime wages.
Work beyond 10 hours on a Saturday shall be paid at double the hourly wage rate.

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

9-7/88A-tf

Mason - Building 08/01/2016

JOB DESCRIPTION Mason - Building **DISTRICT** 11

ENTIRE COUNTIES
Putnam, Rockland, Westchester

PARTIAL COUNTIES
Orange: Only the Township of Tuxedo.

WAGES
Per hour:

	07/01/2016
Bricklayer	$ 40.68
Cement Mason Bldg*	40.68
Plasterer/Stone Mason	40.68
Pointer/Caulker	40.68

Additional $1.00 per hour for power saw work

Additional $0.50 per hour for swing scaffold or staging work

SHIFT DIFFERENTIAL: When shift work is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

Second shift an additional 15% of wage plus benefits to be paid
Third shift an additional 25% of wage plus benefits to be paid

* Overtime paid at one and one half wage and benefits

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyman	$ 32.11

OVERTIME PAY
OVERTIME:

Cement Mason	See (B, E2, H, V) on OVERTIME PAGE.
All Others	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:

750 hour terms at the following percentage of Journeyman's wage

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

Supplemental Benefits per hour paid

750 hour terms at the following percentage of journeyman supplements

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

Apprentices indentured before September 1 2009 receive full journeyman benefits

11-5wp-b

Mason - Building 08/01/2016

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Building:

	07/01/2016	01/01/2017
Wages per hour:		
Mosaic & Terrazzo Mechanic	$ 51.82	An additional $1.15
Mosaic & Terrazzo Finisher	50.21	An additional $1.15

SUPPLEMENTAL BENEFITS
Journeyworker:
Per hour:

Mosaic & Terrazzo Mechanic	$ 23.35* per hour paid plus $ 10.20 per hour worked
Mosaic & Terrazzo Finisher	$23.35* per hour paid plus

$10.19 per hour worked

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
Easter Sunday is an observed holiday.Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

REGISTERED APPRENTICES
Wages per hour:
(750 Hour) terms at the following wage rate.

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2016	$ 25.91	$ 28.50	$ 31.09	$ 33.68	$ 36.27	$ 38.87	$ 44.05	$ 49.23

* 01/01/2017 Apprentices will receive an increase per the Journeyman's increase.

Supplemental benefits per hour:

07/01/2016	$ 11.68* plus $ 5.11**
	$ 12.84* plus $ 5.62**
	$ 14.01* plus $ 6.12**
	$ 15.18* plus $ 6.64**
	$ 16.35* plus $ 7.15**
	$ 17.51* plus $ 7.66**
	$ 19.85* plus $ 8.68**
	$ 22.18* plus $ 9.70**

* Per Hour paid and subject to same premium as overtime wages.
** Per hour worked

9-7/3

Mason - Building 08/01/2016

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2016	01/01/2017
Building-Marble Restoration:		
Marble, Stone & Terrazzo Polisher, etc	$ 40.04	$ 40.33

SUPPLEMENTAL BENEFITS
Per Hour Paid:
Journeyworker:

Building-Marble Restoration:		
Marble, Stone & Polisher	$ 24.92	$ 25.45

OVERTIME PAY
See (B, *E, Q, V) on OVERTIME PAGE
*ON SATURDAYS, 8TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

REGISTERED APPRENTICES
WAGES per hour:
(900 hour)terms at the following per cent of journeyman's wages:

1st	2nd	3rd	4th
0-900	901-1800	1801-2700	over 2700

07/01/2016

70%	80%	90%	100%

Supplemental Benefits Per Hour:

07/01/2016

$ 22.78	$ 23.50	$ 24.21	$ 24.92

9-7/24-MP

Mason - Building 08/01/2016

JOB DESCRIPTION Mason - Building **DISTRICT** 9

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

WAGES

Wages:	07/01/2016	01/01/2017
Marble Cutters& Setters	$ 57.32	$ 57.74

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker	$ 33.08	$ 34.11

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
07/01/2016									
$22.93	$25.79	$28.66	$31.53	$34.39	$37.26	$40.12	$42.99	$48.72	$54.45

01/01/2017: Apprentices will receive an increase per the journeyman's wage increase.

Supplemental Benefits per hour paid at the following term:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2016									
$23.52	$24.27	$25.08	$25.84	$26.60	$27.37	$28.13	$28.91	$30.43	$31.96

9-7/4

Mason - Building 08/01/2016

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2016	01/01/2017
Marble, Stone,etc. Maintenance Finishers:	$ 21.96	$ 22.18

Note 1: An additional $2.00 per hour
for time spent grinding floor using

"60 grit" and below.
Note 2: Flaming equipment operator
shall be paid an additional $25.00 per day.

SUPPLEMENTAL BENEFITS
Per Hour:

Marble, Stone, etc		
Maintenance Finishers:	$ 12.65	$ 12.87

OVERTIME PAY
See (B, *E, Q, V) on OVERTIME PAGE
*Double hourly rate after 8 hours on Saturday

HOLIDAY
Paid: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES
WAGES per hour:

(750 hour)terms at the following percentage of journeyman's wage rate:		07/01/2016
1st term	0-750	70%
2nd term	750-1500	74%
3rd trem	1501-2250	78%
4th term	2251-3000	82%
5th term	3001-3750	88%
6th term	3751-4500	96%

Supplemental Benefits:
Per hour paid

1st term	$ 12.55
2nd term	13.85
3rd term	13.93
4th term	13.98
5th term	14.07
6th term	14.19

9-7/24M-MF

Mason - Building 08/01/2016

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2016	12/05/2016 Additional
Building:		
Tile Setters	$ 55.38	$ 1.13

SUPPLEMENTAL BENEFITS
Per Hour:

Journey Worker $23.34* per hour paid
Plus $8.57 per hour worked

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE
* This portion of benefits subject to same premium rate as shown for overtime wages.
Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

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

REGISTERED APPRENTICES
Wage per hour:

Tile Setters:
(750 hour) term at the following wage rate:

Term: 1st 1-750	2nd 751-1500	3rd 1501-2250	4th 2251-3000	5th 3001-3750	6th 3751-4500	7th 4501-5250	8th 5251 6000
$28.49	$31.86	$35.62	$39.40	$42.97	$46.35	$49.46	$53.11

Supplemental Benefits per hour:

1st term	$14.95* plus $0.74	6th term	$18.35* plus $1.56
2nd term	$15.95* plus $0.79	7th term	$15.60* plus $5.61
3rd term	$16.25* plus $1.14	8th term	$20.35* plus $6.05
4th term	$16.85* plus $1.18		
5th term	$17.35* plus $1.52		

9-7/52A

Mason - Building / Heavy&Highway 08/01/2016

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2016	01/01/2017
Marble-Finisher	$ 45.66	$ 1.08

SUPPLEMENTAL BENEFITS
Journeyworker:
per hour paid

Marble- Finisher	$ 31.80

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

HOLIDAY
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
* Work beyond 8 hours on a Saturday shall be paid at double the rate.
** When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Heavy&Highway 08/01/2016

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 11

ENTIRE COUNTIES
Putnam, Rockland, Westchester

PARTIAL COUNTIES
Orange: Only the Township of Tuxedo.

WAGES
Per hour:

	07/01/2016
Bricklayer	$ 41.18
Cement Mason*	41.18
Marble/Stone Mason	41.18
Plasterer	41.18
Pointer/Caulker	41.18

Additional $1.00 per hour for power saw work
Additional $0.50 per hour for swing scaffold or staging work

SHIFT DIFFERENTIAL: When shift work is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:
Second shift an additional 15% of wage plus benefits to be paid
Third shift an additional 25% of wage plus benefits to be paid

* Overtime paid at one and one half times wage and benefits

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyman	$ 32.11

OVERTIME PAY
See (B, O) on OVERTIME PAGE
*Cement Mason See (B, H, V)

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

REGISTERED APPRENTICES
Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

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

Supplemental Benefits per hour paid

750 hour terms at the following percentage of journeyman supplements

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

Apprentices indentured before September 1, 2009 receive full journeyman benefits

11-5WP-H/H

Operating Engineer - Building 08/01/2016

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, New York, Putnam, Queens, Richmond, Westchester

PARTIAL COUNTIES
Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

WAGES
NOTE:Construction surveying
Party chief--One who directs a survey party
Instrument Man--One who runs the instrument and assists Party Chief.
Rodman--One who holds the rod and assists the Survey Crew

Wages:(Per Hour)	07/01/2016
Building Construction:	
Party Chief	$ 68.41
Instrument Man	$ 54.45
Rodman	$ 37.27
Steel Erection:	
Party Chief	$ 69.53
Instrument Man	$ 55.48
Rodman	$ 39.09
Heavy Construction-NYC counties only: (Foundation, Excavation.)	
Party Chief	$ 74.23
Instument man	$ 56.12
Rodman	$ 48.07

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2016
Steel Erection Only	$ 20.30* + 5.89
All Other Classifications	$ 20.55* + 6.90

* This portion subject to same premium as wages

OVERTIME PAY
See (A, B, E, Q) on OVERTIME PAGE
Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.
Code "B" applies to Heavy Construction and Steel Erection and had double the rate after 8 hours on Saturdays.

HOLIDAY
Paid: See (5, 6, 8, 11, 12, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 12, 25) on HOLIDAY PAGE

9-15Db

Operating Engineer - Building 08/01/2016

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 8

ENTIRE COUNTIES
Putnam, Westchester

PARTIAL COUNTIES
Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES
GROUP I:
Cranes(All Types up to 49 tons), Boom Trucks, Cherry Pickers, Clamshell Crane, Derrick, Dragline, Franki Pile Rig or similar, High Lift (Lull or similar) with crane attachment and winch used for hoisting or lifting, Hydraulic Cranes, Pile Drivers, Potain and similar.

Cranes (All types 50-99 tons), Conventional and Hydraulic.

Cranes (All types 100 tons and over), Tower, Climbing, Conventional, Hydraulic.

GROUP I-A: Barber Green Loader-Euclid Loader, Bulldozer, Carrier-Trailer Horse, Concrete Cleaning Decontamination Machine Operator,Concrete-Portable Hoist, Conway or Similar Mucking Machines, Elevator & Cage, Excavators all types, Front End Loaders, Gradall, Shovel, Backhoe, etc.(Crawler or Truck), Heavy Equipment Robotics Operator/Mechanic, Hoist Engineer-Material, Hoist Portable Mobile Unit, Hoist-Single, Double or Triple Drum, Horizontal Directional Drill Locator, Horizontal Directional Drill Operator,and Jersey Spreader, Letourneau or Tournapull(Scrapers over 20 yards Struck), Lift Slab Console, etc., Lull HiLift or Similar, Maintenance Engineer, Master Environmental Maintenance Mechanics, Mucking Machines Operator/Mechanic or Similar Type, Overhead Crane, Pavement Breaker(Air Ram), Paver(Concrete), Post Hole Digger, Power House Plant, Road Boring Machine, Road Mix Machine, Ross Carrier and Similar Machines, Rubber tire double end backhoes and similar machines, Scoopmobile Tractor-Shovel Over 1.5 yards, Shovel (Tunnels), Spreader (Asphalt) Telephie(Cableway), Tractor Type Demolition Equipment, Trenching Machines-Vermeer Concrete Saw Trencher and Similar, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine operator/mechanic, Winch Truck A Frame).

GROUP I-B: Compressor (Steel Erection), Mechanic (Outside All Types, Negative Air Machine (Asbestos Removal),Push Button (Buzz Box) Elevator.

GROUP II: Bulldozer D6 and Under, Compactor Self-Propelled, Concrete Pump, Crane Operator in Training(Over 100 Tons, Grader, Machines Pulling Sheep's Foot Roller, Roller 4 ton and over, Scrapers-20 yards Struck and Under, Vibratory Rollers, Welder.

GROUP III-A: Asphalt Plant, Concrete Mixing Plants, Concrete Buggy(One yard and up, Ride on dumper,Benford or Similar) Fire Watchman, Forklift(All power soucres),Joy Drill or similar,Tractor Drilling Machine, Loader(1 1/2 yards and under),Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Skid Steer(Bobcat or similar), Stone Crusher, Well Drilling Machine, Well Point System.

GROUP III-B: Compressor Over 125 cu.Feet, Conveyor Belt Machine Regardless of Size, Compressor Plant, Ladder Hoist, Lighting Unit (Portable & Generator), Stud Machine.

GROUP IV-A: Batch Plant, Concrete Breaker, Concrete Spreader, Curb Cutter Machine, Finishing Machine-Concrete, Fine Grading Machine, Hepa Vac Clean Air Machine, Material Hopper(sand stone-cement), Mulching Grass Spreader, Pump Gypsum etc, Pump-Plaster-Grout-Fireproofing. Roller(Under 4 Ton),Spreading and Fine Grading Machine, Steel Cutting Machine, Siphon Pump, Tar Joint Machine, Television Cameras for Water, Sewer, Gas etc. Turbo Jet Burner or Similar Equipment, Vibrator (1 to 5),

GROUP IV-B: Compressor(Under 125 cu.Feet), Heater(All Types), Lighting Unit (Portable & Generator) Pump,Pump Station(Water,Sewer, Portable, Temporary), Steam Jenny, Sweeper, Chipper, Mulcher, Welding Machine (Steel Erection & Excavation)

GROUP V: Crane Operator in Training(65 Tons to 100 Tons), Mechanics Helper,Motorized Roller (walk behind), Stock Attendant, Welder's Helper.

GROUP VI-A: Welder,Certified.

GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour)

	07/01/2016	03/06/2017
GROUP I		
Cranes- up to 49 tons	$ 59.81	$ 61.70
Cranes- 50 tons to 99 tons	61.91	63.86
Cranes- 100 tons and over	70.76	72.99
GROUP I-A	52.28	53.95
GROUP I-B	48.14	49.68
GROUP II	50.42	52.03
GROUP III-A	48.55	50.11
GROUP III-B	46.19	47.67
GROUP IV-A	48.06	49.60
GROUP IV-B	40.54	41.85
GROUP V	43.75	45.17
GROUP VI-A	51.32	52.96
GROUP VI-B		
Utility Man	41.48	42.83
Warehouse Man	43.51	44.92

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects.
Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional $2.00 per hour.
Engineers operating cranes with booms 149 feet or over in length will be paid an additional $3.00 per hour.
Loader operators over 5 cubic yard capacity additional .50 per hour.
Shovel operators over 4 cubic yard capacity additional $1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2016	03/06/2017
Journeyworker	$ 19.75	$ 20.50
	Per hour paid	Per hour paid
	+$8.02	+$8.02
	Per hour worked	Per hour worked

OVERTIME PAY

OVERTIME:..... See (B, E,P,R*,U**,V) on OVERTIME PAGE.

HOLIDAY

HOLIDAY:
Paid:..... See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE.
Overtime:..... See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE.
* For Holiday codes 11, 12, 15, 25, code R applies.
** For Holiday codes 5 & 6, code U applies.
Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

8-137B

Operating Engineer - Heavy&Highway 08/01/2016

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane, (Crawler, Truck),
Dragline,Rough Terrain Crane.

GROUP I-A: Auger, Auto Grader, Dynahoe and Dual purpose and similar machines, Barber Green Loader-Euclid Loader or similar type machine, boat captain, boring machine(all types), Bulldozer-All Sizes, Central Mix Plant Operator, Cherry Picker(Cableway)-Hydraulic, chipper (all types), close circuit t.v., Compactor with Blade,Concrete Portable Hoist, C.M.I. or Similar, Conway or Similar Mucking Machines, Gradall, Shovel Backhoe, etc. Grader, Derrick (Stone-Steel) Elevator & Cage, Front End Loaders over 1 1/2yds Hoist Single, Double, Triple Drum, Hoist Portable Mobile Unit, Hoist Engineer Concrete(Crane-Derrick-Mine Hoist), Hoist Engineer-Material, Hydraulic Boom, Letourneau or Tournapull (Scrapers over 20 yds struck), Mucking Machines, Overhead Crane, Paver (concrete) Pulsemeter, Push Button (Buss Box) Elevator, Road Mix Machines, Ross Carrier and similar, Shovels (Tunnels), SideBoom, Spreader (asphalt), Scoopmobile-Tractor-Shovel over 1 1/2 yards, Trenching Machines, Telephies-Vermeer Concrete Saw Trencher and/or Similar, Tractor type Demolition Equipment, Whirly,P-811 Track Renewal Machine-Similiar, certified Welder, Excavator (and all attachments).

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver-Asphalt.

GROUP II-A: Balast regulators, Compactor Self Propelled, Cow Tracks, Fusion Machine, Rail Anchor Machines, Scrapers-20 yds truck and under, Switchtampers, Vibratory Roller, etc., Roller 4 ton and over, Welder.

GROUP II-B: Mechanic (Outside) All Types.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker, Concrete Pump, Concrete Spreader, Farm Tractor (All Types), Forklift (All), Gas Tapping(Live),Hydroseeder, Loader 1 1/2 yards and under, Locomotive(All Sizes), Machine Pulling Sheep's Foot Roller, Portable Plant, Portable Batch Plant, Portable Crusher, Powerhouse Plant, Roller (Under 4 ton), Stone Crusher, Sweeper, Turbo JetBurner or Similar, Sheer Excavator, Skid Steer/Bobcat, Well Drilling Machine.

GROUP IV-A: Service Person (Grease Truck).

GROUP IV-B: Conveyor Belt Machine, Heater all types, Lighting Unit (Portable & Generator), Mechanic's Helper, Pilot/Assistant Engineer/2 seated, Pumps-Pump Station-Water-Sewer-Gypsum-Plaster, etc., Pump Truck(Sewer Jet or Similar), Stock Room Attendant, Welding Machine Steel Erection Excavation), Well Point System, Welder's Helper,

GROUP V-A: Engineer-All Tower Cranes-All Climbing Cranes and all cranes of 100 ton capacity or greater(3900 Manitowac or similar), Hoist Engineer(Steel), Engineer-Pile Driver, Welder-Certified, Jersey Spreader, Pavement Breaker(Air Ram), Post Hole Digger.

WAGES: (per hour)

	07/01/2016
Group I	$ 57.33
Group I-A	50.67
Group I-B	53.33
Group II-A	48.56
Group II-B	50.05
Group III	47.73
Group IV-A	43.47
Group IV-B	37.47
Group V-A	
Engineer All Tower,Climbing and Cranes of 100 Tons	64.81
Hoist Engineer(Steel)	58.79
Engineer(Pile Driver)	62.57
Jersey Spreader,Pavement Breaker. (Air Ram)Post Hole Digger	49.67

SHIFT DIFFERENTIAL:
A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts on all government mandated off-shift work

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional $2.00 per hour over the rate listed in the Wage Schedule. Engineers operating cranes with booms 149 feet or over in length will be paid an additional $3.00 per hour over the rate listed in the Wage Schedule. Loader and Excavator Operators: over 5 cubic yards capacity $0.50 per hour over the rate listed in the Wage Schedule. Shovel Operators: over 4 cubic yards capacity $1.00 per hour over the rate listed in the Wage Schedule.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday; Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

(Per hour)

Journeyman:	07/01/2016
	$18.75 on all hours paid
	PLUS $8.00 for first 40 hours worked PLUS $1.00 on all hours worked

OVERTIME PAY
See (B, E, E2, P, *R, **U) on OVERTIME PAGE

HOLIDAY
Paid:..... See (5, 6, 8, 9, 15, 25) on HOLDIAY PAGE
Overtime..... See (5, 6, 8, 9, 15, 25) on OVERTIME PAGE

* For Holiday codes 8,9,15,25 code R applies
** For Holiday Codes 5 & 6 code U applies
Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

REGISTERED APPRENTICES
(1)year terms at the following rate.

	07/01/2016
1st term	$ 23.86
2nd term	28.63
3rd term	33.41
4th term	38.18

Supplemental Benefits per hour:

Apprentices:	07/01/2016
	$ 18.75 on all hours paid PLUS $1.00 on all hours worked

8-137HH

Operating Engineer - Heavy&Highway 08/01/2016

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 9

ENTIRE COUNTIES
Putnam, Westchester

PARTIAL COUNTIES
Dutchess: South of the North city line of Poughkeepsie

WAGES
Party Chief - One who directs a survey party
Instrument Man - One who runs the instrument and assists Party Chief
Rodman - One who holds the rod and in general, assists the Survey Crew
Catorgories cover GPS & Underground Surveying

Per Hour:	07/01/2016
Party Chief	$ 71.70
Instrument Man	54.10
Rodman	46.24

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2016
All Catorgories Straight Time:	$ 27.45

Premium:

Time & 1/2	$ 37.73
Double Time	$ 48.00

OVERTIME PAY
See (B, *E, Q) on OVERTIME PAGE
* Doubletime paid on all hours in excess of 8 hours on Saturday

HOLIDAY
Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

9-15Dh

Operating Engineer - Heavy&Highway - Tunnel 08/01/2016

JOB DESCRIPTION Operating Engineer - Heavy&Highway - Tunnel **DISTRICT** 8

ENTIRE COUNTIES
Putnam, Westchester

PARTIAL COUNTIES
Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES
GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane(Crawler, Truck), Dragline, Drill Rig Casa Grande(Cat or Similar), Floating Crane (Crane on Barge-Under 100 Tons), Hoist Engineer (Concrete/Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger, Auto Grader, Dynahoe & Dual purpose & similar machines, Barber Green Loader-Euclid Loader or similar type machine, Boat Captain, Boring Machine(all types), Bull Dozer-all types, Central Mix Plant Operator, Cherry Picker(Cableway or hydraulic), Chipper-all types, Close Circuit T.V., Compactor with Blade, Concrete Portable Hoist, C.M.I. or similar, Conway or similar Mucking Machine, Crane(Crawler or Truck) dragline, Gradall, Shovel Backhoe, etc. Grader, Derrick(Stone-Steel), Elevator & Cage(materials or passengers), Front End Loaders over 1 1/2 yards, Hoist Single, Double, Triple Drum, Hoist Portable Mobile Unit, Hoist Engineer-Concrete(Crane-Derrick-Mine Hoist), Hoist Engineer-Material, Hydraulic Boom, Letourneau or Tournapull(Scrapers over 20 yards struck), Log Skidder, Milling Machine, Moveable Concrete Barrier Transfer & Transport Vehicle, Mucking Machines. Overhead Crane, Paver(concrete), Pulsemeter, Push Button(Buzz Box)Elevator, Raise Boring Machine, Road Mix Machines. Robot Hammer(Brock or similar), Robotic EquipmentRoss Carrier and similar machines, Shovels(Tunnels), Side Boom, Slip Form Machine, Spreader(Asphalt), Scoopmobile-Tractor-Shovel over 1 1/2 yards, Trenching Machines, Telephies-Vermeer Concrete Saw Trencher and/or similar, Tractor type demolition equipment, Whirly.

GROUP I-B: Road Paver(Asphalt).

GROUP II-A: Balast Regulators, Compactor Self-propelled, Cow Tracks, Fusion Machine, Rail Anchor Machines, Roller 4 ton and over, Scrapers (20 yard struck and under), Switch Tampers, Vibratory Roller, etc., Welder.

GROUP II-B: Mechanic(outside) all types.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker, Concrete Pump, Concrete Spreader, Curb Cutter Machine, Farm Tractor(all types), Finishing Machine(Concrete) Fine Grading Machine, Firemen, Forklift(ALL), John Henry Drill or similar, Joy Drill or similar Tractor Drilling Machine, Loader 1 1/2 yards and under, Locomotive(all sizes), Maintenance Engineer, Machine Pulling Sheeps Foot Roller, Material Hopper, Mixer Concrete(21-E & over), Mulching Grass Spreader, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Powerhouse Plant, Quarry Master, Roller under 4 ton, Spreading and Fine Grading Machine, Steel Cutting Machine, Stone Crusher, Sweeper, Turbo Jet Burner or similar, Well Drilling Machine, Winch Truck "A' Frame.

GROUP IV-A: Service Person(Fuel Truck), Service Person(Grease Truck).

GROUP IV-B: Bending Machine, Compressor-Compressor Plant-Paint, Compressor-Steel Erection, Compressor Truck Mounted(2-6), Conveyor Belt Machine, Dust Collector, Heater(all types), Lighting Unit(portable & generator), Mixer Concrete under 21-E, Pilot/Assistant Engineer/2 seated, Pumps-Pump Station-Water-Sewer-Gypsum-Plaster, etc., Pump Truck(Sewer Jet or similar), Roller Motorized(Walk behind), Steam Jenny, Stock Room Attendant, Syphon Pump-Air-Stream, Tar Joint Machine, Vibrator(1 to 5), Welding Machine, Welders Helper.

GROUP V-A: Engineer(all Tower Cranes, all Climbing Cranes & all cranes of 100 ton capacity or greater),Hoist Engineer(Steel-Sub Structure), Engineer-Pile Driver, Jersey-Spreader, Pavement breaker, Post Hole Digger
WAGES: (per hour)

	07/01/2016
GROUP I	$ 57.33
GROUP I-A	50.67

GROUP I-B	53.33
GROUP II-A	48.56
GROUP II-B	50.05
GROUP III	47.78
GROUP IV-A	43.47
GROUP IV-B	37.47
GROUP V-A	
Engineer-Cranes	64.81
Engineer-Pile Driver	62.62
Hoist Engineer	58.79
Jersey Spreader	49.67
Pavement Breaker	49.67
Post Hole Digger	49.67

SHIFT DIFFERENTIAL:
A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts
on all government mandated off-shift work

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects. Operators required to use two buckets pouring concrete on other than road pavement shall receive $0.50 per hour over scale. Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional $2.00 per hour. Engineers operating cranes with booms 149 feet or over in length will be paid an additional $3.00 per hour. Operators of shovels with a capacity over (4) cubic yards shall be paid an additional $1.00 per hour. Operators of loaders with a capacity over (5) cubic yards shall be paid an additional $0.50 per hour.

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker:

07/01/2016
$ 18.75 on all hours paid
PLUS $8.00 limited to first 40 hours worked
PLUS $1.00 for all hours worked

OVERTIME PAY
See (D, O, *U, V) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 7, 8, 11, 12) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 8, 11, 12) on HOLIDAY PAGE
* Note: For Holiday codes 5 & 6, code U applies.
Note: If employees are required to work on Easter Sunday, they shall be paid at the rate of triple time.

REGISTERED APPRENTICES
(1)year terms at the following rates.

	07/01/2016
1st year	$ 23.86
2nd year	28.63
3rd year	33.41
4th year	38.18

Supplemental Benefits per hour:

$ 18.75 for all hours paid
+$1.00 for all hours worked

8-137Tun

Operating Engineer - Marine Dredging 08/01/2016

JOB DESCRIPTION Operating Engineer - Marine Dredging **DISTRICT** 4

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:
DREDGING OPERATIONS 07/01/2016

CLASS A Operator, Leverman, Lead Dredgeman	$ 35.63
CLASS A1 Dozer,Front Loader Operator	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.
CLASS B Spider/Spill Barge Operator, Tug Operator(over1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer	$ 30.81
Certified Welder, Boat Operator(licensed)	$ 29.01
CLASS C Drag Barge Operator, Steward, Mate, Assistant Fill Placer,	$ 28.22
Welder (please add)$ 0.06	
Boat Operator	$ 27.30
CLASS D Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor	$ 22.68
Oiler(please add)$ 0.09	

SUPPLEMENTAL BENEFITS
Per Hour:
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2016
All Classes A & B	$ 9.99 plus 8% of straight time wage, Overtime hours add $ 0.63
All Class C	$ 9.69 plus 8% of straight time wage, Overtime hours add $ 0.48
All Class D	$ 9.39 plus 8% of straight time wage, Overtime hours add $ 0.33

OVERTIME PAY
See (B, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer 08/01/2016

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES
Dutchess: That part in Duchess County lying South of the North City line of Poughkeepsie.

WAGES
Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour:	07/01/2016
Survey Classifications	
Party Chief	$ 38.18
Instrument Man	31.47
Rodman	27.24

SUPPLEMENTAL BENEFITS
Per Hour:

All Crew Members:	$ 20.20

OVERTIME PAY
OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.
*Doubletime paid on the 9th hour on Saturday.

HOLIDAY
Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

Painter 08/01/2016

JOB DESCRIPTION Painter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2016
Brush	$ 46.85
Abatement/Removal of lead based or lead containing paint on materials to be repainted.	46.85
Spray & Scaffold	49.85
Fire Escape	49.85
Decorator	49.85
Paperhanger/Wall Coverer	48.72

SUPPLEMENTAL BENEFITS

Per hour worked:	07/01/2016
Paperhanger	$ 25.79
All others	22.47
Premium*	24.97*

*Applies only to "All others" catergory,not paperhanger journeyman.

OVERTIME PAY
See (A, H) on OVERTIME PAGE

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

REGISTERED APPRENTICES
Indentured after 5/31/93 (1) year terms at the following wage rate.
(per hour)

	07/01/2016
Appr 1st term...	$ 17.85

Appr 2nd term...	23.26
Appr 3rd term...	28.14
Appr 4th term...	37.52

Supplemental benefits:
(per Hour worked)

Appr 1st term...	$ 11.73
Appr 2nd term...	14.42
Appr 3rd term...	16.70
Appr 4th term...	21.20

8-NYDC9-B/S

Painter 08/01/2016

JOB DESCRIPTION Painter **DISTRICT** 8

ENTIRE COUNTIES
Putnam, Suffolk, Westchester

PARTIAL COUNTIES
Nassau: All of Nassau except the areas described below: Atlantic Beach, Ceaderhurst, East Rockaway, Gibson, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd. turn right going west all the above territory. Starting at Union Turnpike and Lakeville Rd. going north to Northern Blvd. the west side of Lakeville road to Northern blvd. At Northern blvd. going east the district north of Northern blvd. to Port Washington Blvd. West of Port Washington blvd.to St.Francis Hospital then north of first traffic light to Port Washington and Sands Point, Manor HAven, Harbour Acres.

WAGES

Per hour:	07/01/2016
Drywall Taper	$ 46.85

SUPPLEMENTAL BENEFITS

Per hour worked:	07/01/2016
Journeyman	$ 22.47

OVERTIME PAY
See (A, H) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages(per Hour)	07/01/2016
1500 hour terms at the following wage rate:	
1st term	$ 17.85
2nd term	$ 23.26
3rd term	$ 28.14
4th term	$ 37.52

Suppemental Benefits per hour:
One year term (1500 hours)at the following dollar amount.

1st year	$ 11.73
2nd year	$ 14.42
3rd year	$ 16.70
4th year	$ 21.20

8-NYDCT9-DWT

Painter - Bridge & Structural Steel 08/01/2016

JOB DESCRIPTION Painter - Bridge & Structural Steel **DISTRICT** 8

ENTIRE COUNTIES
Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
Per Hour Worked:
STEEL:

Bridge Painting:	07/01/2016
From May 1st to Nov. 15th -	
	$ 49.00
	+ 6.13*
From Nov. 16th to April 30th -	
	$ 49.00
	+ 6.13*

*Not subject to overtime and limited to first 40 hours
NOTE: All premium wages are to be calculated on $48.00 or $49.00 per hour only.

EXCEPTION: During the period of May 1st to November 15th, for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

Power Tool/Spray is an additional $6.00 per hour above hourly rate, whether straight time or overtime

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SUPPLEMENTAL BENEFITS
Per Hour Worked:

Journeyworker:	07/01/2016
From May 1st to Nov. 15th -	
Hourly Rate up to 40 hours	$ 29.95
Hourly Rate after 40 hours	7.50
From Nov. 16th to April 30th -	
Hourly Rate up to 50 hours	29.70
Hourly Rate after 50 hours	7.50

EXCEPTION: During the period of May 1st to November 15th, for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

OVERTIME PAY
See (A, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
(Wage per hour Worked):

Apprentices: (1) year terms

	07/01/2016
1st 90 days	$ 22.05
1st year after 90 days	22.05
2nd year	33.08
3rd year	44.10

Supplemental Benefits per hour worked:

	07/01/2016
1st 90 days	$ 9.23
1st year after 90 days	11.98
2nd year	17.97
3rd year	23.96

8-DC-9/806/155-BrSS

Painter - Line Striping 08/01/2016

JOB DESCRIPTION Painter - Line Striping **DISTRICT** 8

ENTIRE COUNTIES
Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
Per hour:

Painter (Striping-Highway):	07/01/2016
Striping-Machine Operator*	$ 27.11
Linerman Thermoplastic	$ 32.37

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2016
Journeyworker:	
Striping-Machine operator	$ 14.18
Linerman Thermoplastic	$ 14.55

OVERTIME PAY
See (B, E, E2, F, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 20) on HOLIDAY PAGE
Overtime: See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE

8-1456-LS

Painter - Metal Polisher 08/01/2016

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

	07/01/2016	06/01/2017
Metal Polisher	$ 28.88	$ 29.73
Metal Polisher**	29.83	30.68
Metal Poilsher***	32.38	33.23

**Note: Applies on New Construction & complete renovation
*** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2016	06/01/2017
Journeyworker:		
All classification	$ 9.26	$ 9.41

OVERTIME PAY
See (B, E, E2, P, T) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
One (1) year term at the following wage rates:

	07/01/2016
1st year	$ 11.75
2nd year	13.00

3rd year	15.75

Supplentals benefits:
Per hour paid:

1st year	$ 6.26
2nd year	6.37
3rd year	6.51

8-8A/28A-MP

Plumber 08/01/2016

JOB DESCRIPTION Plumber **DISTRICT** 8

ENTIRE COUNTIES
Putnam, Westchester

WAGES
Per hour:

	07/01/2016	11/01/2016
Plumber and Steamfitter	$ 53.16	$ 54.16

SHIFT WORK:
When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 27.43 Per hour paid +$2.73 per hr. worked**	$ 27.43 + $ 2.73 hr worked**

** Not Subject to Overtime.

OVERTIME PAY
See (B, E, E2, Q, V) on OVERTIME PAGE
OVERTIME:... See on OVERTIME PAGE.

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 8, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1)year terms at the following wages.

1st Term	$ 19.61	$ 20.00
2nd Term	22.55	22.99
3rd Term	26.00	26.52
4th Term	37.27	37.98
5th Term	40.01	40.77

Supplemental Benefits per hour:
Apprentices

1st term	$11.58 per hour paid + 1.16 per hour worked	$11.58 per hour paid + 1.16 per hour worked
2nd term	12.82 per hour paid + 1.30 per hour worked	12.82 per hour paid + 1.30 per hour worked
3rd term	15.28 per hour paid + 1.60 per hour worked	15.28 per hour paid + 1.60 per hour worked
4th term	19.58 per hour paid + 2.36 per hour worked	19.58 per hour paid + 2.36 per hour worked
5th term	20.85 per hour paid + 2.36 per hour worked	20.85 per hour paid + 2.36 per hour worked

8-21.1-ST

Plumber - HVAC / Service 08/01/2016

JOB DESCRIPTION Plumber - HVAC / Service **DISTRICT** 8

ENTIRE COUNTIES
Dutchess, Putnam, Westchester

PARTIAL COUNTIES
Delaware: Only the townships of Middletown and Roxbury
Ulster: Entire County(including Wallkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES
Per hour: 07/01/2016

HVAC Service $ 41.10

SUPPLEMENTAL BENEFITS
Per hour worked:
07/01/2016

Journeyworker HVAC Service
$ 19.19 per hour worked
+ 1.10 per hour worked**

** Not subject to overtime

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
HVAC SERVICE

REGISTERED APPRENTICES
(1)year terms at the following wages.

	1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
07/01/2016	$ 19.23	$ 22.47	$ 28.05	$ 34.31	$36.94

Supplemental Benefits per hour worked:

Apprentices	07/01/2016
1st term	$ 15.63 per hour worked + 1.10 per hour worked**
2nd term	$ 16.25 per hour worked + 1.10 per hour worked**
3rd term	$ 16.99 per hour worked + 1.10 per hour worked**
4th term	$ 17.89 per hour worked + 1.10 per hour worked**
5th term	$ 18.57 per hour worked + 1.10 per hour worked**

** Not subject to overtime

8-21.1&2-SF/Re/AC

Plumber - Jobbing & Alterations 08/01/2016

JOB DESCRIPTION Plumber - Jobbing & Alterations **DISTRICT** 8

ENTIRE COUNTIES
Dutchess, Putnam, Ulster, Westchester

WAGES
Per hour:

	07/01/2016	11/01/2016
Journeyworker:	$ 41.15	$ 41.95

Repairs, replacements and alteration work is any repair or replacement of a present plumbing system that does not change existing roughing or water supply lines.

SHIFT WORK:
When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker

	$ 22.91 per hour paid	$ 22.91
	+2.73 per hour worked**	+ 2.73

**Not subject to overtime

OVERTIME PAY
See (B, *E, E2, Q, V) on OVERTIME PAGE

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

REGISTERED APPRENTICES
(1) year terms at the following wages.

1st year	$ 18.06	$ 18.37
2nd year	20.00	20.35
3rd year	21.48	21.89
4th year	30.26	30.83
5th year	31.90	32.51

Supplemental Benefits per hour:

Apprentices

1st year	$ 7.38 per hour paid + 0.50 per hour worked
2nd year	8.48 per hour paid + 0.93 per hour worked
3rd year	11.84 per hour paid + 1.05 per hour worked
4th year	15.72 per hour paid + 1.46 per hour worked
5th year	16.87 per hour paid + 1.90 per hour worked

8-21.3-J&A

Roofer 08/01/2016

JOB DESCRIPTION Roofer **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

WAGES

Per Hour:	07/01/2016
Roofer/Waterproofer	$ 42.20

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

SUPPLEMENTAL BENEFITS

Journeyworker $ 28.93

OVERTIME PAY
See (B, H) on OVERTIME PAGE
Note: An observed holiday that falls on a Sunday will be observed the following Monday.

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

REGISTERED APPRENTICES
(1) year terms at the following percentage of Journeyworkers hourly wage.

1st	2nd	3rd	4th
35%	50%	60%	75%

Supplements per hour paid at the following rates:

1st	2nd	3rd	4th
$ 2.70	$ 14.76	$ 17.59	$ 21.85

9-8R

Sheetmetal Worker 08/01/2016

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 8

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

	07/01/2016
SheetMetal Worker	$ 43.16

SHIFT WORK
For all NYS D.O.T. and other Governmental mandated off-shift work:
10% increase for additional shifts for a minimum of five (5) days

SUPPLEMENTAL BENEFITS
Journeyworker $ 37.87

OVERTIME PAY
OVERTIME:.. See (B, E, Q,) on OVERTIME PAGE.
*Note: For Sundays or Holidays worked, HOURLY WAGE is double the total of the hourly wage plus the hourly benefit paid all in wages. (Benefits are included in the wages).

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

1st	2nd	3rd	4th	5th	6th	7th	8th
$15.97	$17.96	$ 19.96	$ 21.95	$ 23.94	$ 25.95	$ 28.42	$ 30.88

Supplemental Benefits per hour:

Apprentices	
1st term	$ 16.00
2nd term	18.11
3rd term	20.18
4th term	22.26
5th term	24.38
6th term	26.46
7th term	28.08
8th term	29.70

8-38

Sheetmetal Worker 08/01/2016

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per Hour: 07/01/2016

Sign Erector $ 46.85

NOTE: Structurally Supported Overhead Highway Signs(See STRUCTAL IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2016

Sign Erector $ 42.34

OVERTIME PAY
See (A, F, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Per Hour:
6 month Terms at the following percentage of Sign Erectors wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	40%	45%	50%	55%	60%	65%	70%	75%	80%

SUPPLEMENTAL BENEFITS
Per Hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$11.78	$13.35	$14.93	$16.49	$23.12	$25.13	$27.87	$29.95	$32.04	$34.11

4-137-SE

Sprinkler Fitter 08/01/2016

JOB DESCRIPTION Sprinkler Fitter **DISTRICT** 1

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES
Per hour

	07/01/2016
Sprinkler Fitter	$ 41.47

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman $ 21.30

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

For Apprentices HIRED PRIOR TO 04/01/2010:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
50%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 8.15	$ 8.15	$ 15.12	$ 15.12	$21.30	$21.30	$21.30	$21.30	$21.30	$21.30

For Apprentices HIRED ON OR AFTER 04/01/2010:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 8.68	$ 8.74	$ 15.52	$ 15.58	$ 16.04	$ 16.20	$ 16.26	$ 16.31	$ 16.37	$ 16.43

For Apprentices HIRED ON OR AFTER 04/01/2013:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 7.90	$ 7.90	$ 15.12	$ 15.12	$ 15.37	$ 15.37	$ 15.37	$ 15.37	$ 15.37	$ 15.37

1-669.2

Teamster - Building / Heavy&Highway 08/01/2016

JOB DESCRIPTION Teamster - Building / Heavy&Highway **DISTRICT** 8

ENTIRE COUNTIES
Putnam, Westchester

WAGES
GROUP A: Straight Trucks (6-wheeler and 10-wheeler), A-frame, Winch, Dynamite Seeding, Mulching, Agitator, Water, Cement (all types), Suburban, Station Wagons, Cars, Pick Ups, any vehicle carrying materials of any kind.

GROUP B: Tractor & Trailers (all types).

GROUP BB: 14 Wheeler

GROUP C: Low Boy (carrying equipment).

GROUP CC: Light Tower, Attenuator Trucks

GROUP D: Fuel Trucks, Tire Trucks.

GROUP E: Off-road Equipment (over 40 tons): Athey Wagons, Belly Dumps, Articulated Dumps, Trailer Wagons.

GROUP F: Off-road Equipment (over 40 tons) Euclid,DJB.

GROUP G: Off-road Equipment (under 40 tons) Athey Wagons, Belly Articulated Dumps, Trailer Wagons.

GROUP H: Off-road Equipment(under 40 tons), Euclid.

GROUP HH: Off-road Equipment(under 40 tons)D.J.B.

GROUP I: Off-road Equipment(under 40 tons)Darts.

GROUP II: Off-road Equipment(under 40 tons)RXS.

WAGES:(per hour)

07/01/2015 07/01/2016

GROUP A	$ 39.52*	+ Additional $ 1.75
GROUP B	40.14*	
GROUP BB	39.64*	
GROUP C	42.27*	
GROUP CC	39.52*	
GROUP D	39.97*	
GROUP E	40.52*	
GROUP F	41.52*	
GROUP G	40.27*	
GROUP H	40.89*	
GROUP HH	41.27*	
GROUP I	41.02*	
GROUP II	41.39*	

* To calculate premium wage, subtract $ .20 from the hourly wage.

Note: Fuel truck operators on construction sites addit. $5.00 per day.
For work on hazardous/toxic waste site addit. 20% of hourly rate.

Shift Differential:NYS DOT or other Governmental Agency contracts shall receive a shift differential of Fifteen(15%)percent above the wage rate

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Fridays and Saturdays may be used as make-up days at straight time when a day during the work week has been lost due to inclement weather.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour paid:
Journeyworker

First 40 hours	$25.32
41st-45th hours	10.13
Over 45 hours	0.25

NOTE: Employees entitled to 1 week of paid vacation based on group classification after 90 days of employment.

OVERTIME PAY
See (B, E, P, R) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

8-456

Welder 08/01/2016

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 07/01/2016

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

(AA)	Time and one half of the hourly rate after 7 and one half hours per day
(A)	Time and one half of the hourly rate after 7 hours per day
(B)	Time and one half of the hourly rate after 8 hours per day
(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(B2)	Time and one half of the hourly rate after 40 hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E4)	Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E5)	Double time after 8 hours on Saturdays
(F)	Time and one half of the hourly rate on Saturday and Sunday
(G)	Time and one half of the hourly rate on Saturday and Holidays
(H)	Time and one half of the hourly rate on Saturday, Sunday, and Holidays
(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, if worked

(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, if worked

(U) Four times the hourly rate for Holidays, if worked

(V) Including benefits at SAME PREMIUM as shown for overtime

(W) Time and one half for benefits on all overtime hours.

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

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240

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
- ☐ 1O 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
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS

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

NOTE: The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = NYS Dept. of Labor; NYC = New York City Comptroller's Office; AG = NYS Attorney General's Office; DA = County District Attorney's Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

https://dbr.labor.state.ny.us/EDList/searchPage.do

NYSDOL Bureau of Public Work Debarment List 07/19/2016

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		4618 FOSTER AVE LLC		C/O KAHAN & KAHAN 225 BROADWAY-SUITE 715NEW YORK NY 10007	02/05/2013	02/05/2018
DOL	DOL	*****0996	A-1 CONSTRUCTION & RENOVATION INC		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC	*****4486	ABBEY PAINTING CORP		21107 28TH AVENUE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	*****9095	ABDO TILE CO		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****9095	ABDO TILE COMPANY		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	NYC		ABDUL KARIM		C/O NORTH AMERICAN IRON W 1560 DECATUR STREETRIDGEWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****8488	ABELCRAFT OF NEW YORK CORP		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	*****1219	ABSOLUTE GENERAL CONTRACTING INC		1229 AVENUE U BROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	DOL	*****4539	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL	*****8018	ACCURATE MECHANICAL LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		ACCURATE MECHANICAL OF PHILADELPHIA LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL	*****3344	ACT INC		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****7584	ADAM'S FLOOR COVERING LLC		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	02/15/2017
DOL	DOL		ADESUWA UWUIGBE		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	NYC		ADRIANA SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	*****6367	ADVANCED METALS		387 RIVERSIDE DRIVE JOHNSON CITY NY 13790	10/01/2012	10/01/2017
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL	*****2538	AGG MASONRY INC		160 72ND ST - SUITE 721 BROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL		ALISHER KARIMOV		C/O AGG MASONRY INC 7105 3RD AVENUEBROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL	*****3344	ALL CATASTROPHE CONSTRUCTION TEAM INC	ACT INC	6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/19/2020
DOL	DOL	*****4274	AMERICAN STEEL MECHANICAL INC		693 PAINTER STREET MEDIA PA 19063	02/20/2013	02/20/2018
DOL	DOL		ANDREW DIPAUL		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	12/11/2012	12/11/2017
DOL	NYC		ANDRZEJ WROBEL		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	NYC		ANISUL ISLAM		C/O RELIANCE GENERAL CONS 644 OCEAN PARKWAYBROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL	*****7004	ANNEX CONTRACTING LTD		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL	*****7004	ANNEX GENERAL CONTRACTING INC		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	DOL		ANTHONY J MINGARELLI JR		C/O T & T CONCRETE INC 2560 HAMBURG TURNPIKELACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL	*****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/02/2020

DOL	DOL	*****3219	APOLLO CONSTRUCTION SERVICES CORP	APOLLO PAINTING CO	157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		APOLLO PAINTING CO		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****3295	APOLLO PAINTING CORP		3 ALAN B SHEPART PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	AG	*****0194	APPLIED CONSTRUCTION INC		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	NYC	*****8403	AQUA JET PAINTING CORP		10 VIKING DRIVE WEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****9232	ARKAY CONSTRUCTION INC		102-104 GREYLOCK AVENUE BELLEVILLE NJ 07109	07/15/2015	07/15/2020
DOL	DOL	*****3953	ASCAPE LANDSCAPE & CONSTRUCTION CORP		634 ROUTE 303 BLAUVELT NY 10913	07/26/2012	11/19/2018
DOL	NYC	*****4779	ASTORIA GENERAL CONTRACTING CORP		35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC	*****7217	ASTRO COMMUNICATIONS OF NY CORP		79 ALEXANDER AVE- STE 36A BRONX NY 10454	10/30/2015	10/30/2020
DOL	NYC		AUDLEY O'BRIEN		1273 NORTH AVENUE/#1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL		AVIS R HILL		3510 HICKORY WALK LANE ELLENWOOD GA 32094	01/22/2015	01/22/2020
DOL	AG		AVTAR SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	AG		BALDEV SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	DOL		BARBARA CASSIDY		7 BLENIS PLACE VALHALLA NY 10595	04/02/2015	04/02/2020
DOL	DOL		BARRY KINNEY		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****2294	BEDELL CONTRACTING CORP		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL		BEVERLY F WILLIAMS		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL		BIAGIO CANTISANI		200 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	NYC	*****6555	BROOKLYN WELDING CORP		1273 NORTH AVENUE/ #1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL	*****6156	C & J LANDSCAPING & MAINTENANCE INC		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		CANTISANI HOLDING LLC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARIBBEAN POOLS		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****1143	CARMODY BUILDING CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	*****3368	CARMODY CONCRETE CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL		CARMODY CONTRACTING CORP		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	*****6215	CARMODY CONTRACTING INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY ENTERPRISES LTD		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY INDUSTRIES INC		442 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY MAINTENANCE CORP		105 KISCO AVENUE MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	*****0324	CARMODY MASONRY CORP		442 ARMONK ROAD MOUNT KISKO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY"2" INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	NYC	*****9172	CASSIDY EXCAVATING INC		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL	*****1683	CATONE CONSTRUCTION COMPANY INC		294 ALPINE ROAD ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL		CATONE ENTERPRISES INC		225 DAKOTA STREET ROCHESTER NY 14423	03/09/2012	03/09/2017

DOL	DOL	*****6745	CATSKILL FENCE INSTALLATIONS INC		5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	*****8530	CAZ CONTRACTING CORP		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	*****5556	CERTIFIED INSTALLERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****7655	CHAMPION CONSTRUCTION SERVICES CORP		2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		CHARLES CASSIDY JR		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL	*****1416	CHEROMINO CONTROL GROUP LLC		61 WILLET ST - SUITE 14 PASSAIC NJ 07055	12/03/2009	02/23/2017
DOL	DOL		CHRIS SAVOURY		44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL		CHRISTINE J HEARNE		C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE NEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL		CHRISTOF PREZBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL	*****3360	CITY LIMITS GROUP INC		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL	*****0671	CJ-HEARNE CONSTRUCTION CO		SUITE 204 131 PONCE DE LEON AVENUEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	NYC	*****2905	COLONIAL ROOFING COMPANY INC		247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	NYC	*****3182	COLORTECH INC		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	*****2703	CONKLIN'S TECH-MECHANICAL INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	*****4175	CONSOLIDATED INDUSTRIAL SERVICES INC		2051 ROUTE 44/55 MODENA NY 12548	12/11/2012	01/28/2018
DOL	DOL		CONSTANTINOS ZERVAS		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	NYC	*****4468	CRAFT CONTRACTING GROUP INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	*****8507	CRAFT FENCE INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	*****2164	CREATIVE TRUCKING INC		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL	*****0810	D & G PAINTING & DECORATING INC		53 LITTLE COLLABAR ROAD MONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	DOL	*****7761	D L MALARKEY CONSTRUCTION		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****7888	D L MALARKEY CONSTRUCTION INC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****5629	DAKA PLUMBING AND HEATING LLC		2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DARYL T RIEKS		C/O RIEKS CONTRACTING LLC 4804 GAHWILER ROADAUBURN NY 13021	05/01/2015	05/01/2020
DOL	DOL		DAVID MARTINEZ		C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC		DAWN AVILA AKA DAWN BECHTOLD		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	NYC		DAWN BECHTOLD AKA DAWN AVILA		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		DEAN ROBBINS III		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	NYC	*****3865	DECOMA BUILDING CORPORATION		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2561 ROUTE 55POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL	*****1446	DELTA CONTRACTING PAINTING AND DECORATING INC		437 SUNRISE HIGHWAY WEST BABYLON NY 11707	08/12/2013	08/12/2018
DOL	DOL	*****3538	DELTA CONTRACTING PAINTING AND DESIGN INC		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	08/12/2018
DOL	DOL		DEMETRIOS KOUTSOURAS		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017

DOL	DOL	*****9868	DESANTIS ENTERPRISES		161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC	*****8234	DEWATERS PLUMBING AND HEATING LLC		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL	*****9252	DI BERNARDO TILE AND MARBLE CO INC		15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	DOL		DIANE DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	NYC		DIMITRIOS KOUTSOUKOS		C/O ASTORIA GENERAL CONTR 35-34 31ST STREETLONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUEPORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	NYC	*****7404	DOSANJH CONSTRUCTION CORP		9439 212TH STREET QUEENS VILLAGE NY 11428	02/25/2016	02/25/2021
DOL	DOL		DOUGLAS L MALARKEY	MALARKEY CONSTRUCTI ON	64 VICTORIA DRIVE B INGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****6982	DUFOUR GROUP INC	DUFOUR MASONRY	353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY		353 WEST 56TH ST #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY & RESTORATION INC		353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	*****5840	DYNA CONTRACTING INC		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL		E C WEBB		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL		EARL GALBREATH		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL		EARL L WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	*****1496	EAST COAST DRYWALL INC		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL	*****8011	ECOA CLEANING CONTRACTORS INC		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	DOL		EDWARD L GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017
DOL	NYC		EDWARD MENKEN		C/O AQUA JET PAINTING 10 VIKING DRIVEWEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****0900	EF PRO CONTRACTING INC		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		EFSTRATIOS BERNARDIS		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC	*****6260	EL TREBOL SPECIAL CLEANING INC		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	DOL		ELIZABETH RAMADANI		C/O RAMADA CONSTRUCTION 80 SAVO LOOPSTATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	DOL		ELLEN DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	AG		EMILIO FRANZA		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		EMPIRE CONCRETE SERVICES LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****0511	EMPIRE CONCRETE SYSTEMS LLC		101 SULLYS TRAIL/ SUITE 2 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****2353	EMPIRE CONSTRUCTORS LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		EMPIRE PRECAST LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	DOL		ERIKA BARNETT		253 BEACH BREEZE LANE UNIT BARVERNE NY 11692	02/05/2013	02/05/2018

DOL	DOL		ESTEVES & FRAGA CONSTRUCTION CO INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		ESTEVES & FRAGA INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		EVELIO ELLEDIAS		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	NYC		EVERTON CARLESS		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL		F KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FANTASTIC PAINTING		493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		FAY MATTHEW		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FAZIA GINA ALI-MOHAMMED	C/O CHAMPION CONSTRUCTI ON	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL	*****5867	FJM-FERRO INC		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	DOL	*****1311	FLOZ-ON PAINTING & DECORATING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8961	FLOZ-ON PAINTING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		FMS		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL	*****8067	FORTH SPORT FLOORS INC		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		FRAN MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS-MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL		FRANK MICELI JR	C/O FRANK MICELI JR CONTRACTIN G INC	19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL	*****1321	FRANK MICELI JR CONTRACTING INC		19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL		FRED ABDO	ABDO TILE COMPANY AKA ABDO TILE CO	6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****2724	FRESH START PAINTING CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		G FUCCI CONSTRUCTION SERVICES		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6767	G FUCCI PAINTING INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****4546	GAF PAINTING LLC		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARDEN STATE PAINTING		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARY MCDOWELL	GM CONSTRUCTI ON & LAWN CARE SERVICE	76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL		GEORGE DI BERNARDO		C/O DI BERNARDO TILE 15 WALKER WAYALBANY NY 12205	03/21/2014	03/21/2019
DOL	NYC		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL	*****1075	GLOBAL TANK CONSTRUCTION LLC		P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL	*****0878	GM CONSTRUCTION & LAWN CARE SERVICE		76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL	*****0090	GOLDS FLOORING INSTALLATIONS INC		25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL		GREGORY A FUCCI		C/O PAF PAINTING SERVICES 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019

DOL	DOL		GREGORY FUCCI JR		C/O APOLLO CONSTRUCTION 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GRETCHEN SULLIVAN		P O BOX 130 CRETE IL 60417	11/10/2011	11/10/2016
DOL	DOL	*****7735	GRYF CONSTRUCTION INC		394 SPOTSWOOD-ENGLISH RD MONROE NJ 08831	08/08/2011	08/08/2016
DOL	DOL	*****9456	GUILLO CONTRACTING CORP		P O BOX 229 CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	DOL		GUS PAPASTEFANOU		C/O D & G PAINTING & DECO 53 LITTLE COLLABAR ROADMONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	NYC	*****0346	H N H CONTRACTORS CORP		4558 BROADWAY # 6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	DOL		HALSSAM FOSTOK		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	NYC		HAMEEDUL HASAN		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	AG	*****9918	HARA ELECTRIC CORP		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DOL	*****5405	HARD LINE CONTRACTING INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	NYC		HARMEL SINGH		15 CLINTON LANE HICKSVILLE NY 11801	02/25/2016	02/25/2021
DOL	NYC		HAROLD KUEMMEL		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	AG		HARVINDER SINGH PAUL		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		HENRY VAN DALRYMPLE		2663 LANTERN LANE ATLANTA GA 30349	12/01/2015	12/01/2020
DOL	DOL		HI-TECH CONTRACTING CORP		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	*****6370	HILLIANO CONSTRUCTION & ELECTRICAL INC		354 MAGNOLIA STREET ROCHESTER NY 14611	01/22/2015	01/22/2020
DOL	DOL	*****8282	IDEMA DEVELOPMENT INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****8282	IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****8426	IMPERIAL MASONRY RESTORATION INC		141 ARGONNE DRIVE KENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL	*****7001	INTEGRATED CONSTRUCTION & POWER SYSTEMS INC		SUITE 100 2105 W GENESEE STREETSYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL		ISABEL FRAGA		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	AG	*****0000	J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	*****7598	J M RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****3478	J N P CONSTRUCTION CORP		50 LOUIS COURT P O BOX 1907SOUTH HACKENSACK NY 07606	03/21/2014	03/21/2019
DOL	DOL		J N RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****9368	J TECH CONSTRUCTION		PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		J THE HANDYMAN			09/24/2012	09/24/2017
DOL	DOL	*****4910	J V MAGIC TOUCH CORPORATION		94-25 57TH AVENUE, APT 5G ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		JACQUELINE HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8627	JAG I LLC		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	*****2868	JAG INDUSTRIES INC		175 BROAD ST - SUITE 320 GLENS FALLS NY 12801	09/16/2013	09/16/2018
DOL	DOL		JAMES B RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES BOYCE		C/O EMPIRE CONCRETE SYST 101 SULLYS TRAIL/SUITE 20PITTSFORD NY 14534	11/18/2013	01/07/2019

DOL	DOL		JAMES E RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	AG		JAMES FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JAMES RHYNDERS SR		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DOL		JAMES WALSH		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL		JASON M RICH		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		JASON W MILLIMAN		C/O ROCHESTER ACOUSTICAL P O BOX 799HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		JAY PRESUTTI		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	01/28/2013	01/28/2018
DOL	DOL		JEFF P BRADLEY		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		JERALD HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		JEROME LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	NYC		JERRY DEWATERS		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL		JOHN CATONE		C/O CATONE CONSTRUCTION 294 ALPINE ROADROCHESTER NY 14612	03/09/2012	03/09/2017
DOL	DOL		JOHN DESCUL		437 SUNRISE HIGHWAYA WEST BABYLON NY 11704	08/12/2013	08/12/2018
DOL	DOL		JOHN H LEE	JOHN LEE QUALITY PAVING	67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL	*****1749	JOHN LEE QUALITY PAVING		67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL		JON E DEYOUNG		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL	*****9368	JORGE I DELEON	J TECH CONSTRUCTI ON	PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		JORGE OUVINA		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		JORGE VILLALOBOS		94-25 57TH AVENUE - APT 5 ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/19/2020
DOL	DOL		JOSEPH CASUCCI		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JOSEPH MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		JOSHUA DEBOWSKY		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		JOYA MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		JUANA MARTINEZ		C/O LEAD CONSTRUCTION 27 BUTLER PLACEYONKERS NY 10710	03/19/2015	03/19/2020
DOL	DOL	*****4340	JUBCO SITE DEVELOPMENT LLC		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KAREN HARTMAN		C/O GUILLO CONTRACTING P O BOX 229CALVERTON NY 11933	07/08/2013	07/08/2018

DOL	NYC		KATHLEEN SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL		KEITH SCHEPIS		C/O KJS HAULING AND HOME 95 MAPLE AVENUENEW CITY NY 10956	04/15/2013	04/15/2018
DOL	DOL		KEN DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL		KEVIN BABCOCK JR		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KEVIN M BABCOCK		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KIM SOROCENSKI		C/O SOLUTION MATTERS INC 198 NORWOOD ROADPORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	*****2463	KJS HAULING AND HOME IMPROVEMENT INC		95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018
DOL	AG		KOSTAS "GUS" ANDRIKOPOULOS		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DOL		KRZYSZTOF PRXYBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL	*****6033	KUSNIR CONSTRUCTION		2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	NYC	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****6224	LAKESIDE FIRE SPRINKLERS LLC		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL		LARRY DOMINGUEZ		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL		LAURA A. GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL		LAURI MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		LAVERN GLAVE		C/O RAW POWER ELECTRIC 3 PARK CIRCLEMIDDLETOWN NY 10940	09/15/2014	09/15/2019
DOL	DOL		LAWRENCE J RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL	*****1364	LEAD CONSTRUCTION SERVICES INC		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/19/2015	03/19/2020
DOL	DOL	*****0597	LEED INDUSTRIES CORP	HI-TECH CONTRACTIN G CORP	114 PEART STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	AG		LEONID FRIDMAN		APT 5 200 BRIGHTON, 15TH STBROOKLYN NY 11235	01/23/2013	01/23/2019
DOL	DOL		LINDSEY R CRILL		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	*****8453	LINPHILL ELECTRICAL CONTRACTORS INC		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	DOL		LINVAL BROWN		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	NYC	*****2850	M A 2 FLAGS CONTRACTING CORP		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	AG	*****6957	M B DIN CONSTRUCTION INC		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	NYC	*****6317	M S QUALITY CONSTRUCTION LLC		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC		MACIEJ SONTOWSKI		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC	*****9590	MACK GLASSNAUTH IRON WORKS INC		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	NYC	*****3141	MACKEY REED ELECTRIC INC		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		MALARKEY'S BAR & GRILL LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****0705	MALARKEY'S PUB & GRUB LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	NYC		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	NYC		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998

DOL	DOL		MAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL		MARGARET FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		MARIA ESTEVES AKA MARIA MARTINS		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIA MARTINS AKA MARIA ESTEVES		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		MARIO LUIS		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	DOL		MARK MIONIS		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****5533	MARQUISE CONSTRUCTION & DEVELOPMENT CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL	*****8810	MARQUISE CONSTRUCTION ASSOCIATES INC		20 BOSWELL ROAD PUTNAM VALLEY NY 10579	09/03/2013	09/03/2018
DOL	DOL	*****1134	MARQUISE CONSTRUCTION CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	NYC	*****4314	MASCON RESTORATION INC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	NYC	*****4314	MASCON RESTORATION LLC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	*****0845	MASONRY CONSTRUCTION INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3333	MASONRY INDUSTRIES INC		442 ARMONK ROAD MOUNT KISKO NY 10549	12/04/2009	05/04/2017
DOL	DOL		MATTHEW IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****9857	MBL CONTRACTING CORPORATION		2620 ST RAYMOND AVENUE BRONX NY 10461	08/30/2011	08/30/2016
DOL	DOL	*****9028	MCINTOSH INTERIORS LLC		8531 AVENUE B BROOKLYN NY 11236	02/05/2013	02/05/2018
DOL	DOL	*****4259	MERCANDO CONTRACTING CO INC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL	*****0327	MERCANDO INDUSTRIES LLC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	NYC	*****5330	METRO DUCT SYSTEMS INC		1219 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	*****3368	MICEK CONSTRUCTION CO INC		20 CROSS STREET FALCONER NY 14733	12/02/2014	12/02/2019
DOL	DOL		MICHAEL A PASCARELLA		SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL	*****9198	MICHAEL CZECHOWICZ	OCTAGON CO	37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		MICHAEL F LEARY JR		3813 SNOWDEN HILL ROADNEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL		MICHAEL F LEARY JR METAL STUD & DRYWALL		3813 SNOWDEN HILL ROAD NEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREETNEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DOL		MICHAEL KTISTAKIS		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL	*****6033	MICHAEL KUSNIR	KUSNIR CONSTRUCTION	2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL		MICHAEL MARGOLIN		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		MICHAEL WILSON	WILSON BROTHER DRYWALL CONTRACTORS	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		MICHELLE L BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	*****2635	MIDLAND CONSTRUCTION OF CEDAR LAKE INC		13216 CALUMET AVENUE CEDAR LAKE IL 46303	11/10/2011	11/10/2016
DOL	NYC		MIGUEL ACOSTA		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018

DOL	NYC		MILANCE HADZIC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	AG		MOHAMMAD RIAZ		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	AG		MOHAMMED N CHATHA		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	DOL		MORTON LEVITIN		3506 BAYFIELD BOULEVARD OCEANSIDE NY 11572	08/30/2011	08/30/2016
DOL	DOL	*****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	DOL		MUHAMMAD PERVAIZ		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		MUHAMMAD ZULFIQAR		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL		MURRAY FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		MUZAFFAR HUSSAIN		C/O ABSOLUTE GENERAL CONT 1129 AVENUE UBROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	NYC	*****3613	MZM CORP		163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	NYC	*****1284	NEW AMERICAN RESTORATION INC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	DA	*****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	NYC	*****4839	NEW YORK RIGGING CORP		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL		NICHOLAS DEGREGORY JR	NJ DEGREGORY & COMPANY	1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	DOL		NIKOLAS PSAREAS		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL	*****5279	NJ DEGREGORY & COMPANY		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	DOL		NJ DEGREGORY & SONS CONSTRUCTION		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC	*****1968	NORTH AMERICAN IRON WORKS INC		1560 DECATUR STREET RIDGEWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****9198	OCTAGON CO		37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		OKBY ELSAYED		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	NYC		OLIVER HOLGUIN		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	NYC	*****8337	OPTIMUM CONSTRUCTION INC		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARDLONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	*****4546	PAF PAINTING CORP		161 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****5242	PAF PAINTING SERVICES INC	GARDEN STATE PAINTING	157 TIBBETTS ROAD YONKERS NY 10103	03/12/2014	03/12/2019
DOL	DOL		PAF PAINTING SERVICES OF WESTCHESTER INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****8802	PAT'S HEATING AND AIR CONDITIONING LTD		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PATRICIA M RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PAUL VERNA		C/O AMERICAN STEEL MECHA 693 PAINTER STREETMEDIA PA 19063	02/20/2013	02/20/2018
DOL	DOL	*****9569	PERFORM CONCRETE INC		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	NYC		PETER LUSTIG		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017

DOL	NYC		PETER TRITARIS		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	*****7914	PRECISION SITE DEVELOPMENT INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL	*****2989	PROFESSIONAL ESTIMATING & BUSINESS CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DOL	*****0015	RAMADA CONSTRUCTION CORP		80 SAVO LOOP STATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	NYC		RAMESHWAR ASU		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL		RANA A KAHN		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		RANTIK PARIKH		13 LORIANN ROAD WARREN NJ 07059	07/15/2015	07/15/2020
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK PLACE MIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	NYC		RAYMOND PEARSON		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL		REBECCA THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		REGINALD WARREN		C/O RAW POWER ELECTRIC 3 PARK CIRCLEMIDDLETOWN NY 10940	09/15/2014	09/15/2019
DOL	NYC	*****3461	RELIANCE GENERAL CONSTRUCTION INC		644 OCEAN PARKWAY BROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL		REVOLUTIONARY FLOORS LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		RHINO CONCRETE LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		RICHARD WILSON		C/O DUFOUR GROUP INC 353 WEST 56TH STREET #7MNEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	*****8618	RIEKS CONTRACTING LLC		4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL	*****1855	ROBERT D BISHOP JR	ROBERT D BISHOP JR	P O BOX 112 MORRISSONVILLE NY 12962	07/15/2014	07/15/2019
DOL	DOL		ROBERT D BISHOP JR		P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	NYC		ROBERT GUIDO		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	DOL		ROBERT L EVANS		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		ROBERT TORDELLA		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL		ROCCO ESPOSITO		C/O ROCMAR CONTRACTING CO 620 COMMERCE STREETTHORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	*****3859	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		ROCMAR CONSTRUCTION CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	*****7083	ROCMAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	NYC		RODNEY SCOTT		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		ROMEO WARREN		C/O RAW POWER ELECTR CORP 3 PARK PLACEMIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	DOL		ROSEANNE CANTISANI		11 TATAMUCK ROAD POUND RIDGE NY 10576	05/04/2012	05/04/2017
DOL	DOL		ROSS J MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		S & S ELECTRIC		235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	NYC		SAEED HASAN		4558 BROADWAY #6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	DOL	*****4923	SCHENLEY CONSTRUCTION INC		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017

DOL	NYC	*****2117	SCOTT ELECTRICAL LLC		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		SCOTT LEONARD	GLOBAL TANK CONSTRUCTI ON LLC	P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL		SEAKCO CONSTRUCTION COMPANY LLC		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL	*****9030	SEAKCO NEW YORK LLC	SEAKCO CONSTRUCTI ON COMPANY	128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		SEAN BURBAGE	C/O SEAN BURBAGE CORP	445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	*****6586	SEAN BURBAGE CORP		445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	NYC		SHAHZAD ALAM		21107 28TH AVE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	*****6904	SIGNING STAR LIMITED LIABILITY COMPANY		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	DOL	*****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL		SPASOJE DOBRIC		61 WILLET STREET - SUITE PASSAIC NJ 07055	07/09/2010	02/23/2017
DOL	NYC	*****4934	SPHINX CONTRACTING CORP		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	DOL		SPORTSCRAFTERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****3539	SPOTLESS CONTRACTING	IMPACT INDUSTRIAL SERVICES INC	44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL		STEPHEN BIANCHI		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		STEPHEON SHELDON	FANTASTIC PAINTING	493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		STEVEN SAGGESE		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL		STUART CHAITIN		634 ROUTE 303 BLAUVET NY 10913	07/26/2012	11/19/2018
DOL	NYC	*****9432	SUBLINK LTD		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	DOL	*****3210	SUPER SWEEP	FMS	4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		SUZANNE G GOLD	C/O GOLDS FLOORING INSTALLATION S INC	25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL	*****7441	T & T CONCRETE INC		2560 HAMBURG TURNPIKE P O BOX 367LACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL	*****9676	T D CONTRACTORS CORP	T D CONTRACTOR S INC	113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		T D CONTRACTORS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		TAMMY LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	*****9852	TAP STEEL INC		ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TECH-MECHANICAL FAB DC INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	*****0887	THE BRINSON PAINTING CORPORATION		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****8174	THE DALRYMPLE CORPORATION		UNIT 278 541 10TH STREET NWATLANTA GA 30318	12/01/2015	12/01/2020
DOL	DOL	*****8174	THE DALRYMPLE GROUP LLC		289 JONESBORO RD/ STE 216 MCDONOUGH GA 30253	12/01/2015	12/01/2020
DOL	DOL	*****4293	THE J OUVINA GROUP LLC		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		THE THORNE GROUP INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****2070	THE UNIVERSAL GROUP OF NEW YORK INC		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018

DOL	DOL	*****9243	THE WELCOME MAT PROPERTY MANAGEMENT LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		THOMAS DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC		THOMAS SCARINCI		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL	*****2734	THREE FRIENDS CONSTRUCTION CORP		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	NYC	*****6253	THUNDER BROTHERS CORP		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	DOL		TIMOTHY A PALUCK		C/O TAP STEEL INC RTE 26 3101/ P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TIMOTHY F BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC	*****1523	TM MECHANICAL CORP		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL	*****0600	TOMSON ALLOYS RECYCLING INC		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	*****8176	TOURO CONTRACTING CORP		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	DOL	*****6914	TRI-COUNTY RESTORATIONS & CONSTRUCTION INC		13 SUMMERSET DRIVE WALLKILL NY 12589	08/22/2014	08/22/2019
DOL	DOL		TRI-COUNTY RESTORATIONS INC		392 ROCK CUT ROAD WALDEN NY 12586	08/22/2014	08/22/2019
DOL	DOL	*****5213	TRIAD PAINTING CO INC		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL		TROY D CLARKE	ADVANCED METALS	387 RIVERSIDE DRIVE JOHNSON CITY NY 13790	10/01/2012	10/01/2017
DOL	AG	*****6490	UNIVERSAL STEEL FABRICATORS INC		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	NYC	*****7174	V&R CONTRACTING		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	NYC		VALERIE VISCONTI		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC		VEAP SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	*****3270	VEZANDIO CONTRACTING CORP		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	NYC		VICK CONSTRUCTION		21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VINCENT PIZZITOLA		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL		WESLEY J STAROBA		206 TALLY HO COURT SCHENECTADY NY 12303	06/19/2013	06/19/2018
DOL	DOL	*****0078	WESLEY J STAROBA INC	S & S ELECTRIC	235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	DOL	*****7617	WHITE PLAINS CARPENTRY CORP		P O BOX 309 WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		WILLIAM CONKLIN		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL		WILLIAM MAZZELLA		134 MURRAY AVENUE YONKERS NY 10704	02/03/2014	02/03/2019
DOL	DOL		WILLIAM THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		WILLIE BRINSON		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****6195	WILSON BROTHER DRYWALL CONTRACTORS		36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/18/2020

SECTION I
TABLE OF CONTENTS

Compliance Information

Summary Compliance Requirements **Page 2**

Affirmative Action and Equal Employment Requirements and Certification **Page 3-16**

Section 3 Plan and Certification **Page 17-20**

Federal Labor Standards and Provisions And Davis Bacon Wage Reporting Requirements **Page 21-28**

***Note**: Davis Bacon Wage Rates and State Prevailing Wages can be found in Section 01-3554 "Federal and State Prevailing Wages Rates" immediately preceding this Compliance Information Section.*

***Note:** It is the Contractor's responsibility to pay the higher wage for the employee's job classification.*

Certification Regarding Business Dealings with Northern Ireland **Page 29-30**

Minority and Women Enterprise **Page 31**

Other Requirements **Page 32-33**

SUMMARY

COMPLIANCE REQUIREMENTS

This project is funded with a grant from the federal Community Development Block Grant program administered New York State.

By submitting a bid for this project, a contractor and all subcontractors agree to comply with these federal requirements:

Bidders must sign pages 11, 12, 13, 19, 20, 21, 30 and 31 in order for their bids to be considered valid.

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

CERTIFICATION BY BIDDER

NOTE:

The attached document is from the U.S. Department of Housing and Urban Development.

By signing this document, contractors and subcontractors agree to comply with the federal equal employment opportunity requirements.

The attached document serves as the bidder's Affirmative Action Plan.

AFFIRMATIVE ACTION PLAN

FOR

COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS

IN WESTCHESTER COUNTY

BID CONDITIONS

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

For All Non-Exempt Federal and Federally-
Assisted Construction Contracts to be
Awarded in Westchester County, New York

Part I: The provisions of this Part I apply to bidders, contractors and subcontractors with respect to those construction trades for which they are parties to collective bargaining agreements with a labor organization or organizations and who together with such labor organizations have agreed to the Westchester County, New York Area Equal Employment Opportunity Agreement (but only as to those trades as to which there are commitments by labor organizations to specific goals of minority employee utilization) between the Building Trades Employers Association of Westchester County, the Builder's Institute of Westchester and Putnam Counties, various labor organizations, general and specialty contractors and their associations and the minority coalition, together with all implementing agreements that have been and may hereafter be developed pursuant thereto, all of which documents are incorporated herein by reference and are hereinafter cumulatively referred to as the Westchester County Plan.

Any bidder, contractor or subcontractor using one or more trades of construction employees must comply with either Part I or Part II of these Bid Conditions as to each such trade. Thus, a bidder, contractor or subcontractor may be in compliance with these conditions by its inclusion, with its union, in the Westchester Plan as to trade "A", provided there is set forth in the Westchester Plan a specific commitment by that union to a goal of minority employee utilization for such trade "A", thereby meeting the provisions of this Part I, and by its commitment to Part II in regard to trade "B" in the instance in which it is not included in the Westchester Plan and, therefore, cannot meet the provisions of this Part I.

To be eligible for award of a contract under Part I of this invitation, a bidder or subcontractor must execute the certification required by Part III hereof.

Part II: A. Coverage. The provisions of this Part II shall be applicable to those bidders, contractors and subcontractors, who, in regard to those construction trades to be utilized on the project to which these bid conditions pertain:

1. Are not or hereafter cease to be signatories to the Westchester County Plan referred to in Part I hereof;

2. Are signatories to the Westchester County Plan but are not parties to collective bargaining agreements;

3. Are signatories to the Westchester County Plan but are parties to collective bargaining agreements with labor organizations who are not or hereafter cease to be signatories to the Westchester County Plan;

4. Are signatories to the Westchester County Plan but as to which no specific commitment to goals of minority employee utilization by labor organization have been executed pursuant to the Westchester County Plan; or

5. Are no longer participating in an affirmative action plan acceptable to the Director, OFCC, including the Westchester County Plan.

B. Requirement - An Affirmative Action Plan. The bidders, contractors and subcontractors described in paragraphs 1 through 5 above will not be eligible for award of a contract under this Invitation for Bids, unless it certifies as prescribed in paragraph 2b of the certification specified in Part III hereof that it adopts the minimum goals and timetables of minority employee utilization [1] and specific affirmative action steps set forth in Section B-1 and 2 of this Part II directed at increasing minority employee utilization by means of applying good faith efforts to carrying out such steps; or is deemed to have adopted such a program pursuant to Section B.3 of this Part II.

1. Goals and Timetables. The goals of minority employee utilization required of the bidder and subcontractors are applicable to each trade not otherwise bound by the provisions of Part I hereof

which will be used on the project in Westchester County New York (hereinafter referred to as the Westchester area):

Goals of Minority Employee Utilization Expressed in Percentage Terms

In accordance with the Westchester-Putnam Home Town Plan Agreement, the female goal which now pertains is 6.9%. The goal for minorities is 22.6%.

The percentage goals of minority employee utilization above are expressed in terms of hours of training and employment as a proportion of the total hours to be worked by the bidder's, contractor's and subcontractor's entire work force in that trade on all projects (both federal and non-federal in the Westchester County area during the performance of its contract or subcontract. The hours for minority work and training must be substantially uniform throughout the length of the contract, on all projects and for each of the trades. Further, the transfer of minority employees or trainees from employer-to-employer or from project-to-project for the sole purpose of meeting the contractor's or subcontractor's goal shall be a violation of these conditions. In reaching the goals of minority employee utilization required of bidders, contractors and subcontractors pursuant to this Part II, every effort shall be made to find and employ qualified journeymen. Provided, however, and pursuant to the requirements of Department of Labor regulations, 24 CFR 5a, apprentices or trainees shall be employed on all projects subject to the requirements of these Bid Conditions and, where feasible, 25 percent of apprentices or trainees employed on each project shall be in their first year of apprenticeship or training.

In order that the nonworking training hours of trainees may be counted in meeting this goal, such trainees must be employed by the contractor during the training period. The contractor must have made a commitment to employ the trainees at the completion of their training subject to the availability of employment opportunities and the trainees must be trained pursuant to established training programs which must be the equivalent of the training programs now or hereafter provided for in the Westchester County Plan with respect to the nature, extent and duration of training offered.

---

[1] 1. "Minority" is defined as including Black (Non-Hispanic Origin), Hispanic, Asian or Pacific Islander, and American Indian or Alaskan Native, and includes both men and women.

A contractor or subcontractor shall be deemed to be in compliance with the terms and requirements of this Part II by the employment and training of minorities in the appropriate percentage of his aggregate work force in the Westchester County area for each trade for which it is committed to a goal under this Part II.

However, no contractor or subcontractor shall be found in noncompliance solely on account of its failure to meet its goals within its timetables, but such contractor shall be given the opportunity to demonstrate that it has instituted all of the specific affirmative action steps specified in this Part II and has made every good faith effort to make these steps work toward the attainment of its goals within its timetables, all to the purpose of expanding minority employee utilization on all of its projects in the Westchester County area.

In all cases, the compliance of a bidder, contractor or subcontractor will be determined in accordance with its respective obligations under the terms of these Bid Conditions. Therefore, contractors or subcontractors who are governed by the provisions of this Part II shall be subject to the requirements of that Part regardless of the obligations of its prime contractor or lower tier subcontractors.

All bidders and all contractors and subcontractors performing or to perform work on projects subject to these Bid Conditions hereby agree to inform their subcontractors of their respective obligations under the terms and requirements of these Bid Conditions, including the provisions relating to goals of minority employment and training.

2. Specific Affirmative Action Steps. Bidders, contractors and subcontractors subject to this Part II must engage in affirmative action directed at increasing minority employee utilization, which is at least as extensive and as specific as the following steps:

a. The contractor shall notify community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' response.

b. The contractor shall maintain a file of the names and addresses of each minority worker referred to him and what action was taken with respect to each such referred worker, and if the worker was not employed, the reasons therefor. If such worker was not sent to the union hiring hall for referral or

if such worker was not employed by the contractor, the contractor's file shall document this and the reasons therefor.

c. The contractor shall promptly notify the HUD New York Area Office *(agency)* when the union or unions with whom the contractor has a collective bargaining agreement has not referred to the contractor a minority worker sent by the contractor or the contractor has other information that the union referral process has impeded him in his efforts to meet his goal.

d. The contractor shall participate in training programs in the area, especially those funded by the Department of Labor.

e. The contractor shall disseminate his EEO policy within his own organization by including it in any policy manual; by publicizing it in his company newspapers, annual reports, etc.; by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority employees.

f. The contractor shall disseminate his EEO policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority news media; and by notifying and discussing it with all subcontractors and suppliers.

g. The contractor shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority organizations, schools with minority students, minority recruitment organizations and minority training organizations, within the contractor's recruitment area.

h. The contractor shall make specific efforts to encourage present minority employees to recruit their friends and relatives.

i. The contractor shall validate all employee specifications, selection requirements, tests, etc.

j. The contractor shall make every effort to promote after-school, summer and vacation employment to minority youth.

k. The contractor shall develop on-the-job training opportunities and participate and assist in any association or employer-group training program relevant to the contractor's employee needs consistent with its obligations under this Part II.

l. The contractor shall continually inventory and evaluate all minority personnel for promotion opportunities and encourage minority employees to seek such opportunities.

m. The contractor shall make sure that seniority practices, job classifications, etc., do not have a discriminatory effect.

n. The contractor shall make certain that all facilities and company activities are non-segregated.

o. The contractor shall continually monitor all personnel activities to ensure that his EEO policy is being carried out.

p. The contractor shall solicit bids for subcontracts from available minority subcontractors engaged in the trades covered by these Bid Conditions.

3. Contractors and Subcontractors Deemed to be Bound by Part II. In the event that a contractor or subcontractor, who is at the time of bidding eligible under Part I of these Bid Conditions, is no longer participating in an affirmative action plan acceptable to the Director of the Office of Federal Compliance, including the Westchester County Plan, s/he shall be deemed to be committed to Part II of these Bid Conditions; s/he shall be considered to be committed to the minority employee utilization percentage goal of the minimum range for that trade for the appropriate year.

4. Subsequent Signatory to the Westchester County Plan. Any contractor or subcontractor subject to the requirements of this Part II for any trade at the time of submission of a bid who together with the labor organization with whom it has a collective bargaining agreement subsequently becomes a signatory to the Westchester County Plan, either individually or through an association, may meet the requirements under these Bid Conditions for such trade, if such contractor or subcontractor executes and submits a new certification committing to Part I of these Bid Conditions. No contractor or subcontractors

shall be deemed to be subject to the requirements of Part I until such certification is executed and submitted.

5. Non-discrimination. In no event may a contractor or subcontractor utilize the goals, timetables or affirmative action steps required by this Part II in such a manner as to cause or result in discrimination against any person on account of race, color, religion, sex or national origin.

Part III: Certifications.

A. Bidders' Certifications. A bidder will not be eligible for award of a contract under this Invitation for Bids unless such bidder has submitted as a part of the bid the following certification, which will be deemed a part of the resulting contract:

BIDDERS' CERTIFICATION

_____ *(Bidder)* certifies that:

1. It intends to use the following listed construction trades in the work under this contract:_____

_____

_____

_____,

2. (a) As to those trades set forth in the proceeding paragraph one hereof for which it is eligible under Part I of those Bid Conditions for participation in the Westchester County Plan, it will comply with the Westchester County Plan on all construction work (both federal and non-federal) in the Westchester County area within the scope of coverage of that Plan, those trades being:

_____

_____

_____

_____ and/or by these Bid Conditions to comply with Part II of these Bid Conditions, it adopts the minimum minority employee utilization goals and the specific affirmative action steps contained in said Part II, for all construction work (both federal and non-

federal) in the Westchester County area subject to these Bid Conditions, those trades being:

_____

_____

_____, and

3. It will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these Bid Conditions.

_____ _____

(Date) (Signature of Authorized Representative of Bidder)

_____

Typed/Printed Signature

8. Subcontractors' Certifications. Prior to the award of any subcontract under this Invitation for Bids, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontract:

SUBCONTRACTORS' CERTIFICATION

_____ *(Subcontractor)* certifies that:

1. It intends to use the following listed construction trades in the work under the subcontract:_____

_____

_____;

2. (A) As to those trades set forth in the preceding paragraph one hereof for which it is eligible under Part I of these Bid Conditions for participation in the Westchester County Plan, it will comply with the Westchester County Plan on all construction work (both federal and non-federal) in the Westchester County area subject to these Bid Conditions, those trades being:_____

_____

_____, and/or

(b) As to those trades for which it is required by these Bid Conditions to comply with Part II of these Bid Conditions, it adopts the minimum minority employee utilization goals and the specific affirmative action steps contained in said Part II for all construction work (both federal and non-federal) in the Westchester County area subject to these Bid Conditions, those trades being:

_____

_____

_____, and

3. It will obtain from each of its subcontractors prior to the award of any subcontract under this subcontract the subcontractor certification required by these Bid Conditions.

_____ _____

(Date) (Signature of Authorized Representative of Bidder)

_____

Typed/Printed Signature

The said subcontractors' certification must become a part of all subcontracts under the prime contract. Any subcontract executed without such incorporated certification shall be void.

C. Materiality and Responsiveness. The certifications required to be made by the bidder pursuant to these Bid Conditions is material, and will govern the bidder's performance on the project and will be a made a part of the bid. Failure to submit the certification will render the bid nonresponsive.

Part IV: Compliance and Enforcement. Contractors are responsible for informing their subcontractors (regardless of tier) as to their respective obligations under Parts I and II hereof (as applicable). Bidders, contractors and subcontractors hereby agree to refrain from entering into any contract or contract modification subject to Executive Order 11246, as amended of September 24, 1965, with a contractor debarred from, or who is determined not to be a "responsible" bidder for, Government contracts and federally-assisted construction contracts pursuant to the Executive Order. The bidder, contractor or subcontractor shall carry out such sanctions and penalties for violation of the equal

opportunity clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by the administering agency, the contracting agency or the Office of Federal Contract Compliance pursuant to the Executive Order. Any bidder, or contractor or subcontractor who shall fail to carry out such sanctions and penalties shall be deemed to be in noncompliance with these Bid Conditions and Executive Order 11246, as amended.

Nothing herein is intended to relieve any contractor or subcontractor during the term of its contract on this project from compliance with Executive Order 11246, as amended, and the Equal Opportunity Clause of its contract, with respect to matters not covered in the Westchester County Plan or in Part II of these Bid Conditions.

Violation of any substantial requirement in the Westchester County Plan by a contractor or subcontractor covered by Part I of these Bid Conditions including the failure of such contractor or subcontractor to make a good faith effort to meet its fair share of the trade's goals of minority employee utilization, or of the requirements of Part II hereof by a contractor or subcontractor who is covered by Part II shall be deemed to be noncompliance by such contractor or subcontractor with the Equal Opportunity Clause of the contract, and shall be grounds for imposition of the sanctions and penalties provided at Section 209(a) of Executive Order 11246, as amended.

Each agency shall review its contractors' and subcontractors' employment practices during the performance of the contract. If the agency determines that the Westchester County Plan no longer represents effective affirmative action, it shall so notify the Office of Federal Contract Compliance which shall be solely responsible for any final determination of that question and the consequences thereof.

In regard to Part II of these conditions, if the contractor or subcontractor meets its goals or if the contractor or subcontractor can demonstrate that it has made every good faith effort to meet these goals, the contractor or subcontractor shall be presumed to be in compliance with Executive Order 11246, as amended, the implementing regulations and its obligations under these Bid Conditions and no formal sanctions or proceedings leading toward sanctions shall be instituted unless the agency otherwise determines that the contractor or subcontractor is not providing equal employment opportunities. In

judging whether a contractor or subcontractor has met its goals, the agency will consider each contractor's or subcontractor's minority employee utilization and will not take into consideration the minority employee utilization of its subcontractors. Where the agency finds that the contractor or subcontractor has failed to comply with the requirements of Executive Order 11246, as amended, the implementing regulations and its obligations under these Bid Conditions, the agency shall take such action and impose such sanctions as may be appropriate under the Executive Order and the regulations. When the agency proceeds with such formal action it has the burden of proving that the contractor has not met the requirements of these Bid Conditions, but the contractor's failure to meet the goals shall shift to the contractor the requirement to come forward with evidence to show that he has met the "good faith" requirements of these Bid Conditions by instituting at least the Specific Affirmative Action steps listed above and by making every good faith effort to make those steps work toward the attainment of its goals within its timetables. The pendancy of such formal proceedings shall be taken into consideration by Federal agencies in determining whether such contractor or subcontractor can comply with the requirements of Executive Order 11246, as amended, and is therefore a "responsible prospective contractor" within the meaning of the Federal procurement regulations.

It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.

The procedures set forth in these conditions shall not apply to any contract when the head of the contracting or administering agency determines that such contract is essential to the national security and that its award without following such procedures is necessary to the national security. Upon making such a determination, the agency head will notify, in writing, the Director of the Office of Federal Contract Compliance within thirty days.

Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Director, Office of Federal Contract Compliance, U.S. Department of Labor, Washington, DC 20210, and shall be forwarded through and with the endorsement of the agency head.

Contractors and subcontractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the contracting or administering agency or the office of Federal Contract Compliance.

For the information of bidders, a copy of the Westchester County Plan may be obtained from the contracting officer.

SECTION 3 COMPLIANCE

CERTIFICATION BY BIDDER

NOTE:

The attached certification and Section 3 Plan must be signed by all bidders.

This certificate indicates that the bidder will make every effort to follow the federal Section 3 requirements.

A fact sheet describing Section 3 is also attached.

SECTION 3: PROVIDING ECONOMIC OPPORTUNITIES THROUGH HUD PROGRAMS

A FACT SHEET

What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968 which requires that programs of direct financial assistance administered by the U.S. Department of Housing and Urban Development (HUD) provide, to the greatest extent feasible, opportunities for job training and employment to lower income residents in connection with projects in their neighborhoods. Further, to the greatest extent feasible, contracts in connection with these projects are to be awarded to local businesses. Section 3 is a tool for fostering local economic development, neighborhood economic improvement and individual self sufficiency.

Who Must Comply with Section 3 Requirements?

Section 3 applies to financial assistance awarded, provided or otherwise made available to a project or activity under a program administered by HUD in aid of housing, urban planning, redevelopment, development or renewal, public or community facilities and new community development. Section 3 does not apply to financial assistance made available solely in the form of insurance or guaranty or to tenant-based assistance. Recipients of Section 3 covered assistance include but are not limited to, states, units of local government, public housing agencies, Indian housing authorities, public and private nonprofit organizations, private agencies, developers, builders, community development housing organizations, resident management corporations and resident councils. Also, contractors who perform work in connection with projects funded under covered programs must comply with Section 3 requirements.

- Low Income Public Housing Programs
- Community Development Block Grant Programs
- Homeless Assistance Programs
- HOPE Programs
- HOME Programs
- National Affordable Housing Act Programs
- Fair Housing Initiatives Program
- Fair Housing Assistance Program

What Does Section 3 Require?

Recipients and contractors must make a good faith effort to utilize Section 3 area residents as trainees and employees in connection with the project. Targeted recruitment and the selection of Section 3 area residents for available positions are two examples of good faith efforts to meet this requirement.

Recipients and contractors must make a good faith effort to award contracts to Section 3 business concerns for work in connection with the project. An example of a good faith effort to meet this requirement is the implementation of an affirmative action plan which includes targets for the number and dollar value for awarding contracts to Section 3 business concerns.

Recipients and contractors must keep records and submit reports to HUD documenting the good faith efforts taken and the results of these actions. Examples of such documentation include letters to community organizations, employment development and business development centers; copies of solicitation for bids or proposals; and copies of affirmative action plans.

Section 3 Bidders Certification

Training, Employment and Contracting Opportunities
for Businesses and Lower Income Persons

A. The project assisted under this agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part of persons residing in the area of the project.

B. Notwithstanding any other provision of this agreement, the (applicant) (recipient) shall carry out the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and order of the Secretary issued thereunder prior to the execution of this agreement. The requirements of said regulations include but are not limited to development and implementation of an affirmative action area of the project; the making of a good faith effort, as defined by the regulations, to provide training, employment, and business opportunities required by Section 8; and incorporation of the "Section 3 clause" specified by Section 135.20(b) of the regulations in all contracts for work in connection with the project. The Redeveloper certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this agreement, shall be a condition of the Federal financial assistance provided to the project, binding upon the Redeveloper, its successors and assigns. Failure to fulfill these requirements shall subject the Redeveloper, its contractors and subcontractors, its successors and assigns to the sanctions specified by this agreement, and to such sanctions as are specified by 24 CFR Section 135.135.

COMPANY NAME: _____

ADDRESS: _____

_____

OFFICIAL SIGNATURE: _____

TITLE _____

If you are Subcontracting Work, List the Bidders you will Notify with Invitations:

	Name	Address
1.		
2.		
3.		
4.		
5.		

Are you a Signatory of a Home Town Plan? Yes ☐ No ☐

If No, Do You Have an EEO and Section 3 Affirmative Action Plan? Yes ☐ No ☐

Form Prepared by: _____

Name Position

Date: _____

DAVIS-BACON BIDDERS CERTIFICATION

The project assisted under this agreement is subject to the requirements of the Davis-Bacon Act (the Act), 40 USC 276a. The Act requires that all construction employees of both contractors and subcontractors working on a federally-funded or assisted construction project be paid the current prevailing Davis-Bacon wages (wages).

The wages are those included in the bid package.

By submitting a bid and by signing this form, a bidding contractor agrees to pay his/her construction employees the current prevailing Davis-Bacon wages as included in the bid package and to assure that any sub-contractors used on the project also pay their construction employees the wages included in the bid package.

Company Name: _____

Federal ID #: _____

Address: _____

_____

_____

_____

Signature of Authorized Representative: _____

Printed Name/Title of Authorized Representative: _____

_____

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A.1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage of determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which might be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more then a weekly period (but not less often than quarterly) under plans, funds, and programs, which cover the particular weekly period, are determined to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates confirmed under 29 CFR Part 5.5(a)(1)(ii) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rates (including the amount designated for fringe benefits, where appropriate) HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice trainee or helper, employed or working on the site of the work (or under the United States Housing act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract. HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the

suspension of any further payment, advance or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3 (I) **Payrolls and Basic Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such work, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefit is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-00017).

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case might be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the contractor or subcontractor or his or her agency who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor of subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3(i) of this section available for inspection, copying or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4 (i) **Apprentices and Trainees. Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ration of apprentices to journeymen on the job site in any craft shall not be greater than the ration permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which the program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the administrator determines that a different practice prevails for the applicable apprentice classification, fringe shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the acceptable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal Employment Opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act Requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all contract clauses in 29 CFR Part 5.5.

7. **Contracts Termination: Debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by reference in this contract.

9. **Disputes Concerning Labor Standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (I) **Certification of Eligibility.** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5r.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C., **"Federal Housing Administration Transactions"** provides in part, "**Whoever, for the purpose of .. influencing in any way the action of such administration .. makes, utters or publishes any statement, knowing the same to be false, .. shall be fined not more than $5,000 or imprisoned not more than two years, or both".**

11. **Complaints, Proceedings or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. **Contract Work Hours and Safety Standards.** As used in this paragraph, the terms "laborers" and "mechanics' include watchmen and guards.

(1) **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) **Violation: Liability for Unpaid Wages: Liquidated Damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable to the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under the contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for Unpaid Wages and Liquidated Damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. **Health and Safety**

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29, Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83, Stat 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND

A. The Contractor and any individual or legal entity in which the Contractor hold a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor (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 Principles.

B. For purposes of this Certification, "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:

1) Increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;

2) Take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;

3) Ban provocative religious or political emblems from the workplace;

4) Publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;

5) Establish layoff, recall and termination procedures which do not in practice favor a particular religious group;

6) Abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;

7) Develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;

8) Establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement;

9) Appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

C. For the purposes of this Certification, "Northern Ireland" shall be understood to be the six counties partitioned from the Irish Province of Ulster, and administered from London and/or from Stormont.

D. The Contractor agrees that the warranties and representation in paragraph "A" are material conditions of this Agreement. If the County receives information that the Contractor is in violation of paragraph "A", the County shall review such information and give the Contractor opportunity to respond. If the County finds that such a violation has occurred, the County may declare the Contractor in default, and/or terminate this Agreement. In the event of any such termination, the County may procure the supplies, services or work from another source in accordance with applicable law. The Contractor shall pay to the County the difference between the contract price for the uncompleted portion of this Agreement and the cost to the County of completing performance of this Agreement either by itself or by engaging another contractor. If this is a contract other than a construction contract, the Contractor shall be liable for

the difference in price if the cost of procurement from another source is greater than what the County would have paid the Contractor plus any reasonable costs the County incurs in any new procurement and if this is a construction contract, the County shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Agreement. In addition, the Contractor may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Contractor, giving the Contractor the opportunity for a hearing at which the Contractor may be represented by Counsel. The rights and remedies of the County hereunder shall be in addition to, and not in lieu of, any rights and remedies the County has pursuant to this Agreement or by operation of law or in equity.

Name of Contractor _____

By _____
(Authorized Representative)

Title _____

Date _____

MINORITY AND WOMEN-OWNED BUSINESS CERTIFCATIONS

The Town of Rye encourages submissions from minority and women-owned business enterprises (MWBE) and Section 3 Businesses, specifically, firms that are listed on HUD's Section 3 Business Registry and New York State M/WBE Directory of Certified Firms.

If you wish to be considered as a minority or women-owned business enterprises (MWBE) or a Section 3 Business, complete and submit this form with your proposal.

If you do not answer the questions, we will assume that you do not wish to be considered a minority and/or women-owned business.

Name of Proposer_____ Date_____
Principal Completing This Form: _____
Signature_____

Are you listed on the New York State W/WBE Directory of Certified Firms?
Yes ☐ No ☐

If yes, what is your Vendor Commodity Code?
_____

Are you listed on the HUD Registry of Section 3 Business? Yes ☐ No ☐

OTHER REQUIREMENTS

Proposers should be aware that contracts awarded as a result of this RFP will include the following requirements:

1. Contract Work Hours and Safety Standards

Contracts awarded as a result of this RFP will include the requirement to comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous on federal and federally financed and assisted construction projects. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market.

2. Clean Air and Water Pollution Control

Contracts awarded as a result of this RFP will include the requirement to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq,).

3. Economic Opportunity

Contracts awarded as a result of this RFP will include the requirement to comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170I u. The purpose of Section 3 is to ensure that Employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

4. Other

Proposers should be aware that contracts awarded as a result of this RFP will include provisions that:

a. Allow for administrative, contractual, or legal remedies in instances by which a contractor violates or breaches the contract terms, and provides for such remedial actions as may be appropriate.

b. Allow for termination, including the manner by which such termination shall be effected and the basis for settlement.

c. Enable the Town of Rye, NYS Office of Community Renewal, the Comptroller General of the United States, or any of their duly authorized representatives, to have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

d. Exempts the Housing Trust Fund Corporation, its agents and employees, from and against any and all claims, actions, damages, losses, expenses and costs of every nature and, including reasonable attorney's fees, incurred by or assessed or imposed against the Housing Trust Fund Corporation, to the fullest extent permitted by law, arising out of the project being funded with NYS CDBG funds.

e. Acknowledging that all parties shall be bound by, and comply with all applicable Federal, State, and local laws and regulations, including but not limited to, 24 CFR Parts 85 and 570.

SECTION 01 4000

QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

A. Testing and inspection services.

1.3 RELATED REQUIREMENTS

A. Section 00 7200 - General Conditions: Inspections and approvals required by public authorities.

B. Section 01 6000 - Product Requirements: Requirements for material and product quality.

1.4 REFERENCE STANDARDS

A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008 (Reapproved 2014).

B. ASTM C1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation; 2014.

C. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry; 2013.

D. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2012a.

E. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2014a.

F. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2013.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Arconics Architecture, P.C. before proceeding.

D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Have Work performed by persons qualified to produce required and specified quality.

F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.2 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Arconics Architecture, P.C. before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

3.3 TESTING AND INSPECTION

A. See individual specification sections and drawings for testing and inspection required.

B. Limits on Testing/Inspection Agency Authority:

1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.

2. Agency may not approve or accept any portion of the Work.

3. Agency may not assume any duties of the Contractor.

4. Agency has no authority to stop the Work.

C. Contractor Responsibilities:

1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.

2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.

3. Provide incidental labor and facilities:

a. To provide access to Work to be tested/inspected.

b. To obtain and handle samples at the site or at source of Products to be tested/inspected.

c. To facilitate tests/inspections.

d. To provide storage and curing of test samples.

4. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.

D. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Arconics Architecture, P.C.

E. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

F. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Arconics Architecture, P.C. Payment for re testing will be charged to the Contractor by deducting testing charges from the Contract Price.

3.5 OWNER'S TESTING AND INSPECTIONS

A. Owner will engage a qualified testing agency or special inspector to conduct tests and inspections as the responsibility of and paid for by Owner including but not limited to:

1. Asbestos inspection and air monitoring if required
2. Soil bearing capacity and bottom of footings.
3. Compaction and backfilling.
4. Compaction of structural fill.
5. Wall footings and pier footing reinforcing, size and placement.
6. Foundation wall reinforcing and placement.
7. Slab on grade thickness and reinforcing placement.
8. Floor slabs above grade thickness and reinforcing placement.
9. Concrete samples, slump and compression tests.
10. Mortar sampling and testing.
11. Placement of joint reinforcement.
12. Placement of anchors.
13. Placement of concealed flashing.
14. Placement of cavity insulation.
15. Placement of cavity drainage material.
16. Structural steel column, beam and miscellaneous framing members
17. Shear connections.
18. Field bolts & welded connections.
19. Shop fabrication and welding.
20. Welder's and Mill certificates.
21. Steel studs.
22. Placement and type of metal deck.

23. Deck connections.

24. Pour stops and framed openings.

25. Testing of shear studs.

26. Size, placement and fasteners of light gauge metal framing.

27. Exterior wall system including metal framing fasteners, gypsum sheathing, vapor barrier, masonry, insulation

B. Contractor shall perform the work in an efficient manner consistent with industry standards. Excessive testing resulting from the contractor's inability to perform efficiently will result in back charges to the contractor.

C. All re-inspections required for work not properly installed shall be paid for by the contractor.

D. The Owner will not be liable for any costs or delay claims due to the testing agency or special inspector failure to provide inspection without proper and sufficient notification.

E. All requests by the contractor for inspection that are cancelled and result in charges to the Owner will be back charged to the contractor.

3.6 CONTRACTOR'S TESTING AND INSPECTION

A. Testing and Inspections shall be conducted by a qualified testing agency or special inspector as required by authorities having jurisdiction and as indicated in individual Specification Sections as the contractor's responsibility including:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.

2. Notifying Owner, Architect, and Contractor promptly of irregularities and deficiencies observed in the work during performance of its services.

3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect, Owner's Representative, and Construction Manager with copy to Contractor and to authorities having jurisdiction.

4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.

5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.

6. Retesting and re-inspecting corrected work.

7. All design mixes.

8. Testing and balancing of all mechanical and plumbing including backflow devices, Ventilation system, HVAC, elevator, boiler and provide certification of each.

9. Testing Fire Alarm

10. Fire Alarm System Record of Completion shall be provided

10. Testing technology data and communications systems

11. Testing fire protection system. And provide Sprinkler System Test Report

12. Testing stand-pipe system

13. Fire Stopping: Contractor to provide inspection report, photos, etc. to verify fire stopping and its proper installation

14. Electrical systems

15. Battery operated lighting and emergency lighting

16. Electrical Certification: The contractor shall obtain UL Certification or Inspection from a Certified Electrical Organization for electrical installation.

17. Testing as required by individual specification sections and all agencies having jurisdiction.

END OF SECTION

SECTION 01 4100

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Regulatory requirements applicable to this project are the following:

B. 29 CFR 1910 - Occupational Safety and Health Standards; current edition; as a work place.

C. NFPA 101 - Life Safety Code, 2012.

D. CODES, PERMITS, FEES, ETC

1. The Owner has paid for the Building Permit.

2. Contractor and subcontractors shall furnish and pay for all other permits, fees and other installation costs required for the various installations by governing authorities and utility companies; prepare and file drawings and diagrams required; arrange for inspections of any and all parts of the work required by the authorities and furnish all certificates necessary to the Architect as evidence that the work installed under this Section of the Specifications conforms with all applicable requirements of the Municipal and State Codes, National Board of Fire Underwriters, National Electric Code.

3. Any items of work specified herein and shown on the drawings which conflict with aforementioned rules, regulations and requirements, shall be referred to the Architect for decision, which decision shall be final and binding.

4. The work shall not be deemed to have reached a state of completion until the certificates have been delivered

5. The building is to be constructed under the following Rules and Regulations of the New York State Uniform Fire and Building Codes known as the “Building Codes of the State of New York” and consist of the following:

a. Building Code of New York State

b. Energy Conservation Construction Code of New York State

c. Fire Code of New York State

d. Fuel Gas Code of New York State

e Mechanical Code of New York State

f. Plumbing Code of New York State

6. Electrical Certification: The Electrical contractor shall obtain UL Certification or Inspection from a Certified Electrical Organization for certification of electrical installations.

E. OSHA Part 1926 Safety and Health Regulations for Construction.

F. Federal Regulation for Asbestos Abatement

1. Title 30 CFR Part 61, Subpart G; [The Transport and Disposal of Asbestos Waste]

2. The Transport and Disposal of Asbestos Waste]

3. Title 40 CFR, Part 763 Asbestos Containing Materials; Final Rule and Notice

4. Title 49 CFR Parts 106, 107, and 171-179.The Transportation Safety Act of 1974 and the Hazardous Material Transportation Act

5. Public Law 101-637 ASHARA

1.3 MANDATORY OSHA CONSTRUCTION SAFETY AND HEALTH TRAINING

A. Effective July 18, 2008 - Pursuant to NYS Labor Law §220-h - On all public work projects of at least $250,000 all laborers, workers and mechanics working on the site are required to be certified as having successfully completed an OSHA construction safety and health course of at least 10 hours prior to performing any work on the project.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 4523

TESTING AND INSPECTION

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

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

1.2 SECTION INCLUDES

A. Work of this Section includes all labor, materials, equipment and services necessary to complete the testing and inspection requirements as specified herein.

1.3 RELATED SECTIONS

A. Requirements for testing and inspection shall be described in various Sections of these Specifications. Where no testing and inspection requirements are described but the Owner chooses to have it performed, the Owner may require additional testing and inspection to be performed at his own expense.

B. Work Not Included

1. Unless otherwise noted in this Section or other Section of work, the Owner will select a pre-qualified independent testing laboratory and inspection professional.

2. Unless otherwise noted in this Section or other Sections of work, the Owner will pay for all initial services of the testing laboratory and inspection professionals as further described in Article 2.1 of this Section of these Specifications.

1.4 QUALITY ASSURANCE

A. The testing laboratory will be qualified to the Owner's approval in accordance with ASTM E 329-14a "Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection."

B. Testing, when required, will be in accordance with all pertinent codes and regulations and with selected standards of the American Society for Testing and Materials.

1.5 PRODUCT HANDLING

A. Promptly process and distribute to the Architect and Owner all required copies of test reports and related instructions to ensure all necessary retesting and/or replacement of materials with the least possible delay in progress of the work.

PART 2 PRODUCTS

2.1 PAYMENTS FOR TESTING AND INSPECTION SERVICES

A. Initial Services: The Owner will pay for all initial testing and inspection services.

B. Retesting: When initial tests and inspections indicate non-compliance with local Codes and the Contract Documents, all subsequent retesting occasioned by the noncompliance shall be performed

by the same testing laboratory and inspectors and the costs thereof will be deducted by the Owner from the Contract Sum.

2.2 CODE COMPLIANCE TESTING AND INSPECTION

A. Inspections and tests required by Codes or Ordinances, or by a plan approval authority, shall be paid by for by the Owner unless otherwise noted in this Section or other Sections of work. Retesting or inspection as required shall conform to the requirements of Article 2.1 B of this Section.

2.3 CONTRACTOR'S TESTING

A. Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

B. Where operating tests are specified, the Contractor shall test his work as it progresses, on his own account, and shall make satisfactory preliminary tests in all cases before applying for official tests.

C. Tests shall be made in the manner specified, for the different branches of the work. Each test shall be made on the entire system for which such test is required, wherever practical. In case it is necessary to test portions of the work independently, the Contractor shall do so without extra compensation. The Contractor shall furnish all labor, material and apparatus, make corrections and conduct the official test. The test will be conducted in the presence of a representative of the Architect.

D. All parts of the mechanical and electrical work and associated equipment shall be tested and adjusted to work properly and be left in perfect operating condition. All defects disclosed by these tests shall be corrected to the satisfaction of the Architect and Engineer without any additional cost to the Owner. Tests shall be repeated on this repaired or replaced work if deemed necessary by the Architect. The Architect shall be notified at least forty-eight (48) hours in advance of all tests, and shall be represented at tests that he deems necessary. The Contractor shall furnish all necessary instruments, other equipment, and personnel required for such tests.

E. Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by him to the Architect.

F. If the Architect or Engineer is to observe the inspections, tests or approvals required by the Contract Documents, he will endeavor to do so promptly and, where practicable, at the source of supply.

PART 3 EXECUTION

3.1 COOPERATION WITH TESTING LABORATORY AND INSPECTORS

A. Representatives of the testing laboratory and inspectors shall have access to the work at all times. Provide facilities for such access in order that they may properly perform their functions.

3.2 SCHEDULES

A. Establishing Schedule: By advance discussions with the inspection service and testing laboratory selected by the Owner, determine the time required to perform inspections and tests and to issue each of its findings. Provide all required time within the construction schedule.

B. Revising Schedule: When changes of construction schedule are necessary during construction, coordinate all such changes of schedule with the inspectors and testing laboratory as required.

C. Adherence to Schedule: When the testing laboratory is ready to test according to the determined schedule but is prevented from testing or taking specimens due to incompleteness of the work, all extra costs for testing attributable to the delay will be back-charged to the Contractor.

3.3 TAKING SPECIMENS

A. All specimens and samples for testing, unless otherwise provided in these Contract Documents, will be taken by the testing laboratory; all sampling equipment and personnel will be provided by the testing laboratory; and all deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.

END OF SECTION

SECTION 01 4533

CODE-REQUIRED SPECIAL INSPECTIONS

PART 1 GENERAL - NOT USED

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

A. Code-required special inspections.

B. Testing services incidental to special inspections.

C. Submittals.

D. Manufacturers' field services.

E. Fabricators' field services.

1.3 RELATED REQUIREMENTS

A. Section 00 7200 - General Conditions: Inspections and approvals required by public authorities.

B. Section 01 3000 - Administrative Requirements: Submittal procedures.

C. Section 01 4000 - Quality Requirements.

D. Section 01 6000 - Product Requirements: Requirements for material and product quality.

1.4 GENERAL REQUIREMENTS

A. Special Inspections and Structural Testing shall be in accordance with Chapter 17 of the Building Code of New York State (BCNYS).

B. Hold a Special Inspections preconstruction meeting at least 7 days prior to initial planned date for start of construction.

1. Discussions shall include the following:

a. Review of specifications and Schedule of Special Inspections for work requiring Special Inspections.

b. Responsibilities of Contractor, Owner, Testing Agency, Special Inspector, and Registered Design Professional.

c. Notification and reporting procedures.

2. Attendees shall include Contractor, Special Inspector, and Architect

1.5 DEFINITIONS

A. Special Inspections and Structural Testing shall be in accordance with Chapter 17 of the Building Code of New York State (BCNYS).

B. Authority Having Jurisdiction (AHJ): Agency or individual officially empowered to enforce the building, fire and life safety code requirements of the permitting jurisdiction in which the Project is located.

C. Registered Design Professional(RDP): Licensed Professional Engineer or Registered Architect whose seal appears in the Construction Drawings. Unless noted otherwise, references to the Registered Design Professional (RDP) in this section refer to Arconics Architecture, P.C. for building design.

D. (RDP) for Geotechnical Engineering: Licensed Professional Engineer whose seal appears on the Geotechnical Investigation. The Geotechnical Engineering shall perform and oversee Agent 2 services as indicated in the Schedule of Special Inspections. If a Geotechnical Investigation was not performed or if the Geotechnical Engineering is not retained to perform Agent 2 services, a licensed Geotechnical Engineer shall be retained to perform these duties.

E. Special Inspection:

1. Special inspections are inspections and testing of materials, installation, fabrication, erection or placement of components and connections mandated by the AHJ that also require special expertise to ensure compliance with the approved contract documents and the referenced standards.

F. Special Inspector: A Professional Engineer registered in the State of New York that has a minimum of four years of structural design experience with buildings.

G. Testing/Inspecting Agency: Agent retained by Special Inspector or Owner and coordinated by Special Inspector to perform some inspection services on behalf of Special Inspector. A Geotechnical Engineer is an example of an Inspecting Agent.

H. Statement of Special Inspections: Documents prepared by the Registered Design Professional and filed with and approved by the Code Enforcement Official, listing materials and work requiring Special Inspections. These documents include this specification and the Schedule of Special Inspections.

I. Schedule of Special Inspections: An itemized list of inspections, verifications, and tests (including frequency) required for the project and individuals, agencies, or firms who will be retained to perform these services.

J. Seismic/Wind-Force-Resisting System: Components of the structural system that provide resistance to seismic/wind forces. These components are identified in the Schedule of Special Inspections.

K. Continuous Special Inspection: Full-time observation of work by the Special Inspector or Testing Agency while the work is being performed.

L. Periodic Special Inspections: Part-time or intermittent observation of work by the Special Inspector or Testing Agency for work that has been or is being performed and at completion of work.

1.6 REFERENCE STANDARDS

A. ACI 318 - Building Code Requirements for Structural Concrete and Commentary; 2011.

B. ACI 530/530.1/ERTA - Building Code Requirements and Specification for Masonry Structures and Related Commentaries; 2011.

C. AISC 341 - Seismic Provisions for Structural Steel Buildings; 2010.

D. AISC 360 - Specification for Structural Steel Buildings; 2010.

E. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2014.

F. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field; 2012.

G. ASTM C172/C172M - Standard Practice for Sampling Freshly Mixed Concrete; 2010.

H. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2012a.

I. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2014a.

J. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2013.

K. ASTM E605 - Standard Test Methods for Thickness and Density of Sprayed Fire-Resistive Material (SFRM) Applied to Structural Members; 1993 (Reapproved 2011).

L. ASTM E736 - Standard Test Method for Cohesion/Adhesion of Sprayed Fire-Resistive Materials Applied to Structural Members; 2000 (Reapproved 2011).

M. ASTM E2570 - Standard Test Methods for Evaluating Water-Resistive Barrier (WRB) Coatings Used under Exterior Insulation and Finish Systems (EIFS) or EIFS with Drainage; 2007.

N. AWCI 125 - Technical Manual 12-B: Standard Practice for the Testing and Inspection of Field-Applied Thin Film Intumescent Fire-Resistance Materials; 1998.

O. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2010 w/Errata.

P. AWS D1.3/D1.3M - Structural Welding Code - Sheet Steel; 2008.

Q. AWS D1.4/D1.4M - Structural Welding Code - Reinforcing Steel; 2011.

R. IAS AC89 - Accreditation Criteria for Testing Laboratories; 2010.

S. IAS AC291 - Accreditation Criteria for Special Inspection Agencies; 2012.

1.7 QUALIFICATIONS

A. Special Inspector and Testing/Inspecting Agency shall be accepted by the Registered Design Professional and the Code Enforcement Official.

B. Special Inspections shall be performed by agents who have relevant experience for each category of inspections indicated in the drawings.

C. Minimum qualifications of inspection agents are indicated in the drawings.

1.8 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Special Inspection Agency Qualifications: Prior to the start of work, the Special Inspection Agency shall:

1. Submit agency name, address, and telephone number, names of full time registered Engineer and responsible officer.

2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.

3. Submit certification that Special Inspection Agency is acceptable to AHJ.

4. Submit documentation that Special Inspection Agency is accredited by IAS according to IAS AC291.

C. Testing Agency Qualifications: Prior to the start of work, the Testing Agency shall:

1. Submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.

2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.

3. Submit certification that Testing Agency is acceptable to AHJ.

4. Submit documentation that Testing Agency is accredited by IAS according to IAS AC89.

D. Manufacturer's Qualification Statement: Manufacturer shall submit documentation of manufacturing capability and quality control procedures. .

E. Fabricator's Qualification Statement: Fabricator shall submit documentation of fabrication facilities and methods as well as quality control procedures. .

F. Special Inspection Reports: After each special inspection, Special Inspector shall promptly submit two copies of report; one to Arconics Architecture, P.C. and one to the AHJ.

1. Include:

a. Date issued.

b. Project title and number.

c. Name of Special Inspector.

d. Date and time of special inspection.

e. Identification of product and specifications section.

f. Location in the Project.

g. Type of special inspection.

h. Date of special inspection.

i. Results of special inspection.

j. Conformance with Contract Documents.

2. Final Special Inspection Report: Document special inspections and correction of discrepancies prior to the start of the work.

G. Fabricator Special Inspection Reports: After each special inspection of fabricated items at the Fabricator's facility, Special Inspector shall promptly submit two copies of report; one to Arconics Architecture, P.C. and one to AHJ.

1. Include:

a. Date issued.

b. Name of Special Inspector.

c. Date and time of special inspection.

d. Identification of fabricated item and specification section.

e. Location in the Project.

f. Results of special inspection.

g. Verification of fabrication and quality control procedures.

h. Conformance with Contract Documents.

i. Conformance to referenced standard(s).

H. Test Reports: After each test or inspection, promptly submit two copies of report; one to Arconics Architecture, P.C. and one to AHJ.

1. Include:

a. Date issued.

b. Project title and number.

c. Name of inspector.

d. Date and time of sampling or inspection.

e. Identification of product and specifications section.

f. Location in the Project.

g. Type of test or inspection.

h. Date of test or inspection.

i. Results of test or inspection.

j. Conformance with Contract Documents.

I. Certificates: When specified in individual special inspection requirements, Special Inspector shall submit certification by the manufacturer, fabricator, and installation subcontractor to Arconics Architecture, P.C. and AHJ, in quantities specified for Product Data.

1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

2. Certificates may be recent or previous test results on material or product, but must be acceptable to Arconics Architecture, P.C. and AHJ.

J. Manufacturer's Field Reports: Submit reports to Arconics Architecture, P.C. and AHJ.

1. Submit report in duplicate within 30 days of observation to Arconics Architecture, P.C. for information.

2. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

K. Fabricator's Field Reports: Submit reports to Arconics Architecture, P.C. and AHJ.

1. Submit report in duplicate within 30 days of observation to Arconics Architecture, P.C. for information.

2. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.9 PAYMENT

A. Owner will engage and pay for services of Special Inspector and Testing/Inspecting Agency.

B. Contractor shall be responsible for cost of retesting or re-inspection of work failing to comply with requirements of Contract Documents.

1.10 SPECIAL INSPECTION AGENCY

A. Owner will employ services of a Special Inspection Agency to perform inspections and associated testing and sampling in accordance with ASTM E329 and required by the building code.

B. The Special Inspection Agency may employ and pay for services of an independent testing agency to perform testing and sampling associated with special inspections and required by the building code.

C. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

1.11 TESTING AND INSPECTION AGENCIES

A. Owner may employ services of an independent testing agency to perform additional testing and sampling associated with special inspections but not required by the building code.

B. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

1.12 QUALITY ASSURANCE

A. Special Inspection Agency Qualifications:

1. Independent firm specializing in performing testing and inspections of the type specified in this section.

2. Accredited by IAS according to IAS AC291.

B. Testing Agency Qualifications:

1. Independent firm specializing in performing testing and inspections of the type specified in this section.

2. Accredited by IAS according to IAS AC89.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 SCHEDULE OF SPECIAL INSPECTIONS, GENERAL

A. Frequency of Special Inspections: Special Inspections are indicated as continuous or periodic.

1. Continuous Special Inspection: Special Inspection Agency shall be present in the area where the work is being performed and observe the work at all times the work is in progress.

2. Periodic Special Inspection: Special Inspection Agency shall be present in the area where work is being performed and observe the work part-time or intermittently and at the completion of the work.

3.2 SPECIAL INSPECTIONS FOR CONCRETE CONSTRUCTION

A. Reinforcing Steel, Including Prestressing of Tendons and Placement: Verify compliance with approved contract documents and ACI 318, 3.5 and 7.1 through 7.7; periodic.

B. Reinforcing Steel Welding: Verify compliance with AWS D1.4 and ACI 318, 3.5.2; periodic.

C. Bolts Installed in Concrete: Where allowable loads have been increased or where strength design is used, verify compliance with approved contract documents and ACI 318, 8.1.3 and 21.2.8 prior to and during placement of concrete; continuous.

D. Anchors Installed in Hardened Concrete: Verify compliance with ACI 318, 3.8.6, 8.1.3 and 21.2.8; periodic.

E. Design Mix: Verify plastic concrete complies with the design mix in approved contract documents and with ACI 318, Chapter 4 and 5.2; periodic.

F. Concrete Sampling Concurrent with Strength Test Sampling: Each time fresh concrete is sampled for strength tests, verify compliance with ASTM C172, ASTM C31 and ACI 318, 5.6 and 5.8 and record the following, continuous:

1. Slump.

2. Air content.

3. Temperature of concrete.

4. Verify use of required design mix.

5. Sample and test concrete during placement as follows. Test shall be taken at point of discharge into structure:

   a. Record specific locations where concrete was placed. Refer to column lines where possible.

   b. For each truck, record time concrete is batched as shown in truck ticket, time placement begins/sample time, and time truck is emptied.

   c. For each truck, sample fresh concrete in accordance with ASTM C 172, except modified for slump to comply with ASTM C 94.

   d. For each truck, perform slump test in accordance with ASTM C 143. Perform two slump tests for pumped concrete; one at truck and one at point of discharge.

   e. For each truck for self-consolidating concrete, measure slump flow and record visibility stability index in accordance with ASTMC 1611/C 1611M. Slump cone may be in the upright or inverted position. Use same cone position for the entire project for consistency.

   f. For normal-weight concrete, measure air content in accordance with ASTM C 231, pressure method. For lightweight concrete, measure air content in accordance with ASTM C 173, volumetric method. Perform one test for each truck for air-entrained and non-air-entrained concrete.

   g. Record temperature of concrete for each truck. Test in-place concrete temperature hourly when ambient temperature is 40 degrees F and below and when 80 degrees F and above.

   h. Record air temperature and general weather conditions (cloudy, windy, sunny, etc.).

   i. Record unit weight of fresh normal-weight concrete in accordance with ASTM C 138. Record unit weight of lightweight concrete in accordance with ASTM C 567. Perform one test for each 50 cubic yard of concrete.

   j. Perform concrete compressive tests as follows:

      a) Prepare compressive test specimens in accordance with ASTM C 31. Take a set of six 6 x 12 cylinders or nine 4 x 8 cylinders for each 50 cubic yards of concrete or each 5,000 square feet of slab area for each type of concrete. Store undisturbed in insulated box during cold weather. Deliver to laboratory between 16 and 32 hours after making. Perform compressive tests in accordance with ASTM C 39: two 6 x 12 specimens (three 4 x 8 specimens) tested at 7 days, two 6 x 12 specimens (three 4 x 8 specimens) tested at 28 days, and two 6 x 12 specimens (three 4 x 8 specimens) retained for later testing if required.

      b) In cold weather or whenever steel erection is scheduled to commence less than 14 days after placement of supporting foundation concrete, cast additional set of four 6 x 12 specimens (six 4 x 8 specimens) for each 50 cubic yard or fraction thereof of supporting foundation concrete. Field-cure cylinders, and test two 6 x 12 specimens (three 4 x 8 specimens) at 7 days, retaining two 6 x 12 specimens

(three 4 x 8 specimens) for later testing if required. Steel erection may not begin until supporting concrete obtains 75 percent of its design strength.

k. Perform additional testing as follows if required:

a) Take additional set of cylinders for compressive strength testing for each truck in which total time period between batching and completing placement has exceeded ACI-recommended, 90-minute-maximum time limit. Take additional cylinders within 10 minutes of placement completion.

b) Make additional tests of in-place concrete when test results indicate specified concrete strengths or other characteristics have not been attained in structure.

c) Perform tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42 or by other methods acceptable to Architect.

d) Contractor shall reimburse Owner for cost of additional tests.

6. Inspect concrete placement for proper application techniques.

7. Inspect for maintenance of specified curing temperature and techniques.

8. Perform moisture vapor emission and alkalinity testing in accordance with ASTM F 1869 and ASTM F 710, respectively, as follows:

a. Perform testing after building is enclosed, prior to installation of adhered floor finishes, and once HVAC systems are operational.

b. Test results must be reviewed and accepted by floor finish installer.

9. Verify use of required mix design for plank joint grout. Sample and test grout in accordance with Item B2 above.

10. Inspect welding of connections for erected precast members including architectural wall panels.

11. Inspect welding of reinforcing bars.

G. Specified Curing Temperature and Techniques: Verify compliance with approved contract documents and ACI 318, 5.11 through 5.13; periodic.

H. Concrete Strength in Situ: Verify concrete strength complies with approved contract documents and ACI 318, 6.2, for the following.

3.3 SPECIAL INSPECTIONS FOR SOILS

A. Materials and Placement: Verify each item below complies with approved construction documents and approved geotechnical report.

1. Design bearing capacity of material below shallow foundations; periodic.

2. Review and accept materials proposed by Contractor for use as compacted fill based on test data and information submitted by Testing Agency. Material approval shall be based on requirements and recommendations stated in Project Geotechnical and Subsurface Investigation.

3. Design depth of excavations and suitability of material at bottom of excavations; periodic.

4. Materials, densities, lift thicknesses; placement and compaction of backfill: continuous.

5. Subgrade, prior to placement of compacted fill; periodic.

6. Observe and accept preparation of slab-on-grade subgrade and subbase.

B. Testing: Classify and test excavated material; periodic.

C. Pier Foundations:

1. Special Inspector shall perform inspections and verifications or coordinate the Geotechnical Engineer to perform inspections and verifications including the following:

a. Review pier location plan provided by Contractor.

b. Observe test pier installation and load testing.

c. Review records of load test results provided by Contractor.

d. Inspect pier reinforcement prior to installation.

e. Verify acceptable bearing strata and depths have been reached during installation.

f. Maintain installation records 3.1B.

2. Testing Agency shall sample fresh concrete and perform compressive strength testing in accordance with Cast-In-Place Concrete section of this specification.

3.4 SPECIAL INSPECTIONS FOR WIND RESISTANCE

A. Structural Wood:

1. Field gluing of components in the main wind force-resisting system; continuous.

2. Nailing, bolting, anchoring and other fastening of components within the main wind force-resisting system; periodic.

B. Wind Resisting Components:

C. Structural Observations for Wind Resistance: Visually observe structural system for general conformance with the approved contract documents; periodic.

3.5 OTHER SPECIAL INSPECTIONS

A. For the purposes of this section, work unusual in nature includes, but is not limited to:

3.6 SPECIAL INSPECTION AGENCY DUTIES AND RESPONSIBILITIES

A. Special Inspection Agency shall:

1. Provide qualified personnel at site. Cooperate with Arconics Architecture, P.C. and Contractor in performance of services.

2. Perform specified sampling and testing of products in accordance with specified reference standards.

3. Ascertain compliance of materials and products with requirements of Contract Documents.

4. Promptly notify Arconics Architecture, P.C. and Contractor of observed irregularities or non-conformance of work or products.

5. Perform additional tests and inspections required by Arconics Architecture, P.C. .

6. Submit reports of all tests or inspections specified.

B. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Arconics Architecture, P.C. .

C. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

3.7 TESTING AGENCY DUTIES AND RESPONSIBILITIES

A. Testing Agency Duties:

1. Provide qualified personnel at site. Cooperate with Arconics Architecture, P.C. and Contractor in performance of services.

2. Perform specified sampling and testing of products in accordance with specified standards.

3. Ascertain compliance of materials and mixes with requirements of Contract Documents.

4. Promptly notify Arconics Architecture, P.C. and Contractor of observed irregularities or non-conformance of work or products.

5. Perform additional tests and inspections required by Arconics Architecture, P.C. .

6. Submit reports of all tests or inspections specified.

B. Limits on Testing or Inspection Agency Authority:

1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.

2. Agency may not approve or accept any portion of the work.

3. Agency may not assume any duties of Contractor.

4. Agency has no authority to stop the work.

C. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Arconics Architecture, P.C. .

D. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

3.8 CONTRACTOR DUTIES AND RESPONSIBILITIES

A. Contractor Responsibilities, General:

1. Deliver to agency at designated location, adequate samples of materials for special inspections that require material verification.

2. Cooperate with agency and laboratory personnel; provide access to the work, to manufacturers' facilities, and to fabricators' facilities.

3. Provide incidental labor and facilities:

   a. To provide access to work to be tested or inspected.

   b. To obtain and handle samples at the site or at source of Products to be tested or inspected.

   c. To facilitate tests or inspections.

   d. To provide storage and curing of test samples.

4. Notify Arconics Architecture, P.C. and laboratory 24 hours prior to expected time for operations requiring testing or inspection services.

END OF SECTION

SECTION 01 5000

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

A. Temporary telecommunications services.

B. Temporary electric power and light.

C. Ventilation.

D. Temporary sanitary facilities.

E. Temporary Controls: Barriers, enclosures, and fencing.

F. Vehicular access and parking.

G. Storage shed

H. Temporary enclosures.

I. Hoists

J. Waste removal facilities and services.

K. Field offices.

L. Construction aids and miscellaneous services and facilities.

M. Temporary fire protection

N. Enclosure fence for the construction site.

O. Environmental protection.

1.3 RELATED REQUIREMENTS

A. Section 01 3000 - Administrative Requirements for submittals.

B. Section 01 7000 - Execution and Closeout Requirements for progress cleaning requirements.

1.4 DEFINITIONS

A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures

1.5 REFERENCES

A. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Refer to guidelines for Bid Conditions for “Temporary Job Utilities and Services” as prepared jointly by AGC and ASC for recommendations.

1.6 REPORTS AND PERMITS:

A. Submit copies of reports of tests, inspections, and similar procedures performed on temporary utilities before, during and after performance of work. Submit copies of permits, easements and similar documentation necessary for installation, use and operation of temporary utility services.

1.7 QUALITY ASSURANCE

A. Regulations: General Contractor shall comply with industry standards and with applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:

1. Building code requirements.

2. Health and safety regulations.

3. Utility company regulations.

4. Police, fire department and rescue squad rules.

5. Environmental protection regulations

B. Standards: General Contractor shall comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."

1.8 PROJECT CONDITIONS

A. General: Contractor shall provide each temporary service and facility ready for use at each location, when first needed to avoid delays in performance of work. Maintain, expand as required, and modify as needed throughout the progress of the work. Do not remove until services or facilities are no longer needed, or are replaced by the authorized use of completed permanent facilities.

1. With the establishment of the job progress schedule, each contractor shall establish a schedule for implementation and termination of service for each temporary utility. At the earliest feasible time, and when acceptable to the Owner, and Architect/Engineer, change over from use of temporary utility service to use of the permanent service, to enable removal of temporary utilities and to eliminate possible interference with completion of the Work.

B. Temporary Use of Permanent Facilities: Regardless of previously assigned responsibilities for temporary services and facilities, the Installer of each permanent service or facility shall assume responsibility for its operation, maintenance and protection during use as a construction service or facility prior to the Owner's acceptance and operation of the facility.

C. Conditions of Use: Operate temporary services and facilities in a safe and efficient manner. Do not overload, and do not permit temporary services and facilities to interfere with the progress of work, or

occupancy of existing facility by owner. Do not allow unsanitary conditions, public nuisances or hazardous conditions to develop or persist on the site.

D. Temporary Construction and Support Facilities: Maintain temporary facilities in a manner to prevent discomfort to users. Take necessary fire prevention measures. Maintain temporary facilities in a sanitary manner so as to avoid health problems.

E. Security and Protection: Maintain site security and protection facilities in a safe, lawful, publicly acceptable manner. Take measures necessary to prevent site erosion.

1.9 TEMPORARY UTILITIES

A. Provide and pay for all electrical power, lighting, and water required for construction purposes.

B. Existing facilities may be used if adequate with prior written approval from the Architect.

C. Use trigger-operated nozzles, with back flow devices, for water hoses, to avoid waste of water.

1.10 DIVISION OF RESPONSIBILITIES

A. General Contractor is responsible for the following:

1. Installation, operation, maintenance, and removal of each temporary facility usually considered as its own normal construction activity, as well as the costs and use charges associated with each facility.

2. Plug-in electric power cords and extension cords.

3. Supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.

4. Special power requirements for installation of its own work such as welding or temporary elevator power.

5. Its own field office complete with necessary furniture, utilities, and telephone service.

6. Its own storage and fabrication sheds.

7. All hoisting and scaffolding for its own work.

8. Collection and disposal of its own hazardous, dangerous, unsanitary, or other harmful waste material.

9. Collection and disposal of major equipment removed such as boilers, unit ventilators, and heaters.

10. Collection of general waste and debris and disposing into containers provided by the Contractor.

11. Secure lockup of its own tools, materials and equipment.

12. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.

B. The General Contractor is responsible and pays all costs for the following:

1. Temporary toilets, including disposable supplies.

2. Temporary wash facilities, including disposable supplies.

3. Containers for non-hazardous waste and debris.

4. Disposal of wastes containers.

5. Rodent and pest control.

6. Barricades, warning signs, and lights.

7. Site/construction enclosure fence.

8. Temporary dust control.

C. Water Service: General Contractor shall provide and pay all costs to install distribution piping of sizes and pressures adequate for construction.

1. Provide backflow devices to prevent water from re-entering the potable system.

2. Maintain hose connections and outlet valves in leak-proof condition. Where finish work below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize the possibility of water damage. Drain water promptly from drip pans as it accumulates.

D. Temporary Electric Power Service: General Contractor shall provide and pay all costs to provide a weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics to accommodate performance of work during the construction period.

1. Applicability: This section applies to all renovation and new construction work areas for this Project.

2. Connect temporary service in a code-compliant manner.

3. Temporary or permanent services for temporarily or permanently installed building equipment such as sump pumps, boilers, cabinet heating and/ or cooling units and fans shall be furnished, installed, operated and maintained so that the said equipment may be operated for drainage and temporary heat when required and/or when so ordered by the Architect.

4. General Contractor shall maintain all parts of the electrical system temporary and permanent active and in-service at all times throughout the contract duration. All temporary lighting and power to be controlled by standard switches per code (outside of power panels) at no additional charge.

5. Temporary Service: Install service and grounding in compliance with the National Electric Code (NFPA 70). Include necessary meters, transformers, overload protected disconnect and main distribution switch gear. Comply with all NECA, NEMA and UL Standards.

6. Provide temporary service with an automatic ground-fault interrupter feature, activated from the circuits of the system.

7. Power Distribution System: Provide circuits of adequate size and proper characteristics for each use. In general run wiring overhead. Rise vertically where wiring will be least exposed to damage from construction operations.

8. Provide overload-protected disconnect switch as required by code.

E. Temporary Lighting: Each Contractor shall provide and pay all costs to provide local switching of temporary lighting, spaced to allow lighting to be turned off in patterns to conserve energy, retain light suitable for work-in-progress, access traffic, security check and project lock-up.

1.11 USE CHARGES

A. General: Cost or use charges for temporary facilities are not chargeable to the Owner, the Architect, or Engineer. The Architect and Owner will not accept a contractor's cost or use charges for temporary services or facilities as a basis of claim for an adjustment in the Contract Sum or the Contract Time.

1. Water Service Use Charges: Water from the Owner’s existing water system may be used without metering, and without payment for use charges only with the Architect’s prior written approval.

2. Electric Power Service Use Charges: Electric power from the Owner's existing system may be used without payment of use charges only with the Architect’s prior written approval. Contractor and Sub-Contractors shall exercise measures to conserve energy usage.

1.12 TELECOMMUNICATIONS SERVICES

A. General Contractor shall provide and pay for its own telephone service. Provide mobile phone service for all field superintendents and foreman.

1.13 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.

B. Toilets: Use of the Owner's existing toilet facilities will not be permitted

C. Maintain daily in clean and sanitary condition.

D. At end of construction, return facilities to same or better condition as originally found.

E. Sanitary Facilities: Sanitary facilities include temporary toilets, wash facilities and drinking water fixtures. Comply with governing regulations including safety and health codes for the type, number, location, operation and maintenance of fixtures and facilities; provide not less than specified requirements. Install in locations which will best serve the project's needs.

1. Responsibilities: The General Construction Contractor is responsible for temporary sanitary facilities and their maintenance, including supplies, for all contractors.

2. Install self-contained toilets to the extent permitted by governing regulations.

1.14 BARRIERS

A. Responsibility: General construction barriers required for the project shall be the responsibility of the General Contractor

B. Barricades, Warning Signs and Lights: Comply with recognized standards and code requirements for erection of substantial, structurally adequate barricades where needed to prevent accidents and losses. Paint with appropriate colors, graphics and warning signs to inform personnel at the site and the public, of the hazard being protected against. Provide lighting where appropriate and needed for recognition of the facility, including flashing red lights where appropriate.

1. Sign Materials: For signs and directory boards, provide exterior type, Grade B-B High Density Concrete Form Overlay Plywood conforming to PS-1, of sizes and thickness indicated. Provide exterior grade acrylic-latex-base enamel for painting sign panels and applying graphics.

C. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations.

D. Plywood: For safety barriers, sidewalk bridges and similar direct-contact uses, provide exterior type, 5/8" thick minimum prime and finish painted plywood.

E. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.15 FENCING

A. Enclosure Fence: General: Prior to start of excavation or other substantial elements of work begin, install a general enclosure fence with suitable lockable entrance gates. Locate where indicated, or if not indicated, enclose the entire site or the portion of the site determined to be sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs and other animals from easily entering the site, except through entrance gates.

1. The General Contractor shall provide, maintain and pay all costs for temporary fencing until directed to remove fence from the site

B. Construction: Commercial grade chain link fence.

C. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks.

D. Locate where indicated, or if not indicated, enclosed portions of the site determined to be sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs and other animals from easily entering the site, except through entrance gates.

1. Material:

a. Steel fencing: Galvanized Chain Link and galvanized gates (non-climbable size).

b. Fabric: No. 9 GA galvanized, steel wire mesh, furnish one-piece fabric widths for fencing up to 12' in height indicated in the Contract Documents.

c. Framing and Accessories: End, Corner and Pull posts: 2.375" OD steel pipe.

d. Line Posts: Space 10'-0" O.C. maximum. 1.90" steel pipe or 1.875" x 1.625 C-sections.

e. Fence Rails: Locate at top and bottom of fabric. Post brace assembly - manufacturer's standard.

f. Wire ties: For tying fabric to line posts use wire ties spaced 12" O.C.

g. Height: 6'

2. Excavate hole depths approximately 3" lower than post bottom; with bottom of posts set not less than 36" below finish grade surface. The line post holes will be 16" in diameter and 3'-9" in depth filled with set in a compacted mixture of gravel and earth.

a. Self-supporting fence with movable bases may be used when approved by the Owner and Architect in advance.

1.17 VEHICULAR ACCESS AND PARKING

A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.

B. Responsibilities: General Contractor is responsible for vehicular access and parking and all costs shall be included in their bid.

C. Coordinate access and haul routes with governing authorities and Mount Vernon City Schools.

D. Provide and maintain access to fire hydrants, free of obstructions.

E. Provide means of removing mud from vehicle wheels before entering streets.

1.18 WASTE REMOVAL

A. See Section 01 7419 - Waste Management, for additional requirements.

B. General Contractor shall provide containers, at grade, if required sufficient for the depositing of nonhazardous/non-toxic waste materials, and shall remove such waste materials from project site as required or directed by the Architect.

1. Provide specific containers for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.

2. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.

C. General Contractor shall broom clean the work area at the end of each work day.

1. If a contractor fails to clean areas at the end of each work day the Owner shall perform the cleaning and back charge the general contractor accordingly.

D. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.

E. Provide containers with lids. Remove trash from site periodically.

F. General contractor shall be responsible for daily cleaning up of spillage and debris resulting from its operations and from those of its subcontractors; and shall be responsible for complete removal and disposition of hazardous and toxic waste materials.

G. Burying or burning of waste materials on the site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

H. Provide rodent proof containers located on each floor level to encourage depositing of garbage and similar wastes by construction personnel.

I. Site: General Contractor shall maintain Project site free of waste materials and debris.

J. Installed Work: Keep installed work clean. General Contractor shall clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials

specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

K. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

L. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

M. General Contractor is responsible to provide dust protection for their construction-related activities.

N. If daily cleaning and dust protection is not provided the Contractor will be back charged for Cleanup performed by employees of the Owner or a separate contractor retained by the Owner.

1.19 FIELD OFFICES

A. Locate field offices, storage and fabrication sheds and other facilities for easy access to the work and as approved by the Owner. Position offices so that window gives the best possible view of construction activities.

B. Field offices, storage and fabrication sheds and other facilities constructed of combustible material shall not be located closer than 15' from existing buildings.

C. Maintain field offices, storage and fabrication sheds, temporary sanitary facilities, waste collection and disposal system, and project identification and temporary signs until near substantial completion. Immediately prior to substantial completion remove these facilities.

1.20 HOISTS AND TEMPORARY ELEVATOR USE:

A. General Contractor shall provide facilities for hoisting materials and employees. Do not permit employees to ride hoists which comply only with requirements for hoisting materials. Section of type, size and number of facilities is the Contractor's option. Truck cranes and similar devices used for hoisting are considered tools and equipment and not temporary facilities

1.21 MISCELLANEOUS PROVISIONS

A. Dewatering Facilities and Drains: General: For temporary drainage and dewatering facilities and operations, comply with dewatering requirements of applicable sections. Maintain site excavations and construction free of water.

B. Temporary Roof Drainage: The General Contractor shall provide temporary drainage until roofing or similar waterproof deck construction is completed and prior to connection and operation of permanent drainage piping system.

1. Dispose of rainwater in a lawful manner, which will not result in flooding of the project site or adjoining property, or endanger either permanent work or temporary facilities

1.22 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.

B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.

C. Clean and repair damage caused by installation or use of temporary work.

D. Restore existing facilities used during construction to original condition.

E. Replace air filters and clean the inside of ductwork and housings.

F. Replace significantly worn parts and parts that have been subject to unusual operating conditions.

G. Replace lamps in the lighting system that are burned out or dimmed by substantial hours of use

PART 2 PRODUCTS -

2.1 DE - WATERING FACILITIES AND DRAINS

A. The responsibility of de-watering of the site as to facilitate the work will be the responsibility of the General Contractor.

1. Dispose of rainwater in a lawful manner that will not result in flooding project or adjoining property nor endanger permanent drainage piping system, provide temporary drainage where roofing or similar waterproof deck construction is completed.

PART 3 EXECUTION -

3.1 TEMPORARY UTILITY INSTALLATION

A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the work. Relocate and modify facilities as required.

B. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

3.2 CONTRACTOR FIELD OFFICES

A. The General Contractor may, with permission from the architect, establish a field office for their own use. Said office for the General Contractor shall be of such size and design as approved by the owner and architect and shall be located in a fenced staging area or where directed by the Architect. Each representative contractor will arrange for telephone service and electric service, if required, directly with the utility company.

B. Maintain, in the General Contractor’s field office, all articles for First Aid treatment; further, the contractor shall establish standing arrangements for the immediate removal and hospital treatment of any employees and other persons on the job site who may be injured or who may become ill during the course work.

C. No interior work areas are to be used as office, storage or contractor staging.

3.3 SCAFFOLDING AND STAGING

A. All scaffold, staging and appurtenances thereto shall comply in total to the requirements of Safety and Health Regulations for Construction Chapter XVII of OSHA, Part 1926 and all related amendments.

3.4 FIRE PREVENTION CONTROL

A. General Contractor shall comply with the safety provisions of the National Fire Protection Association's “National Fire Codes” pertaining to the work and, particularly, in connection with any cutting or welding performed as part of the work

3.5 DISCONTINUE, CHANGES AND REMOVAL

A. General Contractor shall:

1. Discontinue all temporary services required by the Contract when so directed by the Architect.

2. Remove and relocate such temporary facilities as directed by the Architect without additional cost to the Owner, and shall restore the site and the work to a condition satisfactory to the Owner.

3.6 TEMPORARY SITE SAFETY AND DIRECTIONAL SIGNS:

A. Prepare temporary signs to provide directional information to construction personnel and visitors.

B. Construct signs of exterior type Grade AC plywood ½" thick. Support on posts or framing of preservative-treated wood or steel, or attach to fencing; do not attach signs to buildings or permanent construction.

C. Paint sign panel and applied graphics with exterior grade alkyd gloss enamel over exterior primer. Engage an experienced sign painter or fabricator to apply graphics.

D. Include relocating temporary site safety and directional signs as many times as required or directed.

E. The General Contractor shall furnish and install construction signage as required at project site.

3.7 ENVIRONMENTAL PROTECTION:

A. All workers shall provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near Project site.

3.8 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.

B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

2. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

END OF SECTION

SECTION 01 5510

TRAFFIC AND PEDESTRIAN ACCESS & CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

A. Contractor shall maintain traffic for the duration of the contract and protect the traveling public and pedestrians from all damage to persons and property within the limits of and for the duration of the contract; all in accordance with the plans and specifications.

1.3 METHOD OF MAINTAINING AND PROTECTING TRAFFIC

A. Contractor shall maintain and protect traffic by so conducting his construction operations that the traveling public and pedestrian safety is subjected to a minimum of hazard and delay. In order to adequately maintain and protect traffic, contractor shall perform the following additional minimum requirements as necessary:

1. Keep the surface of the traveled way free from mounds, depressions, and obstructions of any type which could present hazards or annoyance to traffic.

2. Keep the surface of all pavements used by the public free and clean of all dirt, debris, stone, timber or other obstructions to provide safe traveled ways.

3. Control dust and keep the traveled way free from materials spilled from hauling and construction equipment.

4. Provide all cones, barricades, signs and warning devices as may be required and/or as ordered by the Architect to safely carry out the foregoing. All such signs and devices shall be fabricated and placed in accordance with the latest “FEDERAL MANUAL ON UNIFORM CONTROL DEVICES”. USE OF OPEN FLARES IS PROHIBITED.

5. Prepare and submit for approval sketch/drawing showing proposed location and type of signs, barricades and devices as required in above.

6. Contractor shall cover with steel plates all open trenches at the close of each work day. Such plates to abut each other and be wedged at each end of trench to prevent plates from sliding open.

7. Contractor to post temporary construction signs, including construction traffic signs, safety signs, security signs, and no trespassing signs as required.

1.4 INGRESS AND EGRESS

A. Contractor shall provide and maintain at all times safe and adequate ingress and egress to and from site at existing or at new access points consistent with work.

1.5 CONTRACTOR'S ATTENTION IS DIRECTED TO

A. If, upon notification by Owner or Architect, contractor fails to correct any unsatisfactory condition within 24 hours of being so directed, Owner will immediately proceed with adequate forces to properly maintain the project and the entire cost of such maintenance shall be deducted (back charged) from any moneys due the contractor.

END OF SECTION

SECTION 01 5713

TEMPORARY EROSION AND SEDIMENT CONTROL

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

A. The contractor shall provide all labor, materials, equipment and services to install all erosion control measures as specified herein or as specified on the drawings.

1. All erosion controls shall be installed prior to start of construction.

1.3 SECTION INCLUDES

A. Prevention of erosion due to construction activities.

B. Prevention of sedimentation of waterways, open drainage ways, and storm and sanitary sewers due to construction activities.

C. Restoration of areas eroded due to insufficient preventive measures.

D. Performance bond.

E. Compensation of Owner for fines levied by authorities having jurisdiction due to non-compliance by Contractor.

F. The Work shall consist of temporary control measures as required to provide temporary control of soil erosion or water pollution and work in conjunction with technical specifications, specifically and as applicable to particular project:

1. Site Preparation and Protection

2. Earthwork

3. Restoration

G. Temporary measures shall include silt fences, inlet protections, berms, sedimentation basins, silt screens, mulches, grasses, or other erosion control devices or methods as required.

1.4 RELATED REQUIREMENTS

A. Refer to Division 31 and 32

1.5 REFERENCE STANDARDS

A. EPA (NPDES) - National Pollutant Discharge Elimination System (NPDES), Construction General Permit; current edition.

B. All erosion control measures shall be as specified herein, or detailed on the drawings, and as described in the New York State guidelines for Urban Erosion and Sediment Control, and shall conform to the standards of Westchester County Soil and Erosion Control Commission and to standards and details of the N.Y.S.D.E.C.

1.6 RESPONSIBILITY

A. Contractor shall assume responsibility for the temporary control of soil erosion and water pollution resulting from performance of the work of this contract.

B. In the event of conflict between these specifications and the regulation of other Federal, State, or local jurisdictions, the more restrictive regulations shall apply.

C. Contractor shall have on site a person that has completed the NYSDEC Certificate of Completion course for "Protecting New York's Natural resources with Better Construction Site Completion course for "Protecting New York's Natural resources with Better Construction Site Management" to conduct daily inspections of the site to insure all sediment and erosion controls are being maintained.

1.7 PERFORMANCE REQUIREMENTS

A. Comply with all requirements of U.S. Environmental Protection Agency for erosion and sedimentation control, as specified for the National Pollutant Discharge Elimination System (NPDES), Phases I and II, under requirements for the 2003 Construction General Permit (CGP), whether the project is required by law to comply or not.

B. Also comply with all more stringent requirements of State of New York Erosion and Sedimentation Control Manual.

C. Develop and follow an Erosion and Sedimentation Prevention Plan and submit periodic inspection reports.

D. Do not begin clearing, grading, or other work involving disturbance of ground surface cover until applicable permits have been obtained; furnish all documentation required to obtain applicable permits.

E. Timing: Put preventive measures in place as soon as possible after disturbance of surface cover and before precipitation occurs.

F. Storm Water Runoff: Control increased storm water runoff due to disturbance of surface cover due to construction activities for this project.

1. Prevent runoff into storm and sanitary sewer systems, including open drainage channels, in excess of actual capacity or amount allowed by authorities having jurisdiction, whichever is less.

2. Anticipate runoff volume due to the most extreme short term and 24-hour rainfall events that might occur in 25 years.

G. Erosion On Site: Minimize wind, water, and vehicular erosion of soil on project site due to construction activities for this project.

1. Control movement of sediment and soil from temporary stockpiles of soil.

2. Prevent development of ruts due to equipment and vehicular traffic.

3. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.

H. Erosion Off Site: Prevent erosion of soil and deposition of sediment on other properties caused by water leaving the project site due to construction activities for this project.

1. Prevent windblown soil from leaving the project site.

2. Prevent tracking of mud onto public roads outside site.

3. Prevent mud and sediment from flowing onto sidewalks and pavements.

4. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.

I. Sedimentation of Waterways On Site: Prevent sedimentation of waterways on the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.

1. If sediment basins are used as temporary preventive measures, pump dry and remove deposited sediment after each storm.

J. Sedimentation of Waterways Off Site: Prevent sedimentation of waterways off the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.

1. If sedimentation occurs, install or correct preventive measures immediately at no cost to Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.

K. Open Water: Prevent standing water that could become stagnant.

L. Maintenance: Maintain temporary preventive measures until permanent measures have been established.

1.8 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Erosion and Sedimentation Control Plan:

1. Submit not less than 30 days prior to anticipated start of clearing, grading, or other work involving disturbance of ground surface cover.

2. Include:

a. Outline description of erosion and sediment containment program complete with implementation drawings, if requested.

b. Material samples and product data as applicable to the particular products.

c. Material safety data sheets on all products, as necessary.

C. Inspection Reports: Submit report of each inspection; identify each preventive measure, indicate condition, and specify maintenance or repair required and accomplished.

1.9 COORDINATION AND SCHEDULING

A. Schedule the work so as to minimize the time that raw earth areas will be exposed to erosive conditions.

B. Coordinate the use of temporary controls with the permanent erosion control features or finish materials shown.

C. Incorporate permanent control features into the work at the earliest practical time.

PART 2 PRODUCTS

2.1 MATERIALS

A. Sedimentation control system shall complete including silt fence, hardwood or metal posts, etc. as manufactured by:

1. Marafi Inc/Carlisle – “Envirofence System"

2. Akzo Nobel – “Enkamat System"

3. Webtec, Inc. – “EconoFence"

B. Substitutions: See Section 01 6000 - Product Requirements.

C. Haybales NOT PERMITTED.

D. Erosion Control Mats: Knitted construction containing natural wood mulch similar and equal to that as manufactured by:

1. Erosion Control Systems (1020-03).

2. North American Green, Inc. (Series "SC150").

3. Synthetic Industries ("Polyjute").

4. Webtec, Inc. (TerraJute).

5. American Excelsior (Curlex).

6. Substitutions: See Section 01 6000 - Product Requirements.

E. Grass Seed: Seed mixture as specified or other species suitable for temporary cover which will not compete with the grasses sown later for permanent cover.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine site and identify existing features that contribute to erosion resistance; maintain such existing features to greatest extent possible.

3.2 PREPARATION

A. Schedule work so that soil surfaces are left exposed for the minimum amount of time.

B. The Architect may limit the area of clearing and grubbing and earthwork operations in progress commensurate with the Contractor's demonstrated capability in protecting erodible earth surfaces with temporary or permanent erosion control measures.

3.3 INSTALLATION

A. System shall consist of application of matting immediately after seeding (where applicable) and/or bank establishment. Drape fabric loosely, do not stretch. At top of slope form a trench 4 inches deep and staple fabric in same at 12 inch centers and tamp backfill. Lay fabric parallel to slope and lap ends 12 inches and start with top set in 4 inch trench and stapled as above. Provide erosion checks at 50 foot intervals as and/if required by the Architect.

3.4 MAINTENANCE

A. Inspect preventive measures weekly, within 24 hours after the end of any storm that produces 0.5 inches or more rainfall at the project site, and daily during prolonged rainfall.

B. Repair deficiencies immediately.

C. Clean out temporary sediment control structures weekly and relocate soil on site.

D. Inlet traps and inlet protection devices shall have all sediment removed when the volume of storage is half full. Gravel filter shall be replaced following significant events and when flow begins by-passing structure.

E. Place sediment in appropriate locations on site; do not remove from site.

3.5 CLEAN UP

A. Remove temporary measures after permanent measures have been installed, unless permitted to remain by Arconics Architecture, P.C.

B. Clean out temporary sediment control structures that are to remain as permanent measures.

C. Where removal of temporary measures would leave exposed soil, shape surface to an acceptable grade and finish to match adjacent ground surfaces.

END OF SECTION

SECTION 01 6000

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

A. General product requirements.

B. Re-use of existing products.

C. Transportation, handling, storage and protection.

D. Product option requirements.

E. Substitution limitations and procedures.

F. Owner Supplied Owner Installed Products

1.3 RELATED REQUIREMENTS

A. Document 00 2113 - Bidding Requirements: Product options and substitution procedures prior to bid date.

B. Section 01 4000 - Quality Requirements: Product quality monitoring.

C. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.

1.4 SUBMITTALS

A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

1.5 ASBESTOS

A. Asbestos: All products, materials, etc., used in conjunction with this Project shall be Asbestos-Free.

1. Contractor shall provide a certified letter to the Owner stating that no asbestos containing material has been used in this project. Refer to Section 01 7800 - Closeout Submittals.

PART 2 PRODUCTS

2.1 EXISTING PRODUCTS

A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.

B. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor(s); remove from site.

2.2 NEW PRODUCTS

A. Provide new products for all unless otherwise specifically required or permitted by the Contract Documents.

B. DO NOT USE products having any of the following characteristics:

1. Made outside the United States, its territories, Canada, or Mexico.

2. Made using or containing CFC's or HCFC's.

C. Where all other criteria are met, Contractor shall give preference to products that:

1. If used on interior, have lower emissions, as defined in Section 01 6116.

2. If wet-applied, have lower VOC content, as defined in Section 01 6116.

3. Have a published GreenScreen Chemical Hazard Analysis.

2.3 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named. Submit on form attached.

C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Administrative Requirements". All products, other than "Basis of Design", shall be submitted as a substitution. Show compliance with requirements. Submit on form attached

PART 3 EXECUTION

3.1 SUBSTITUTION PROCEDURES

A. Arconics Architecture, P.C. will consider requests for substitutions only within five (5) days after date established in Notice to Proceed.

B. Substitutions will not be considered during the bidding phase.

C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.

D. A request for substitution constitutes a representation that the submitter:

1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.

2. Will provide the same warranty for the substitution as for the specified product.

3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.

4. Waives claims for additional costs or time extension that may subsequently become apparent.

E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

F. Substitution Submittal Procedure:

1. Substitution Request Form: Use form provided in this Section.

2. Submit in electronic PDF format one copy of request for substitution for consideration. Limit each request to one proposed substitution.

3. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.

4. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

5. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 30 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.

   a. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.

6. Arconics Architecture, P.C. will notify Contractor in writing of decision to accept or reject request.

SUBSTITUTION REQUEST FORM

SUBSTITUTION REQUEST NO. _____

(After the Bidding Phase)

Project: Open Door Family Medical Center, Sleepy Hollow, NY

Substitution Request Number: _____

From: _____

Date: _____

A/E Project Number: _____

Specification Title: _____Description: _____

Section:_____ Page:_____ Article/Paragraph: _____

Proposed Substitution:

Manufacturer: _____ Address: _____ Phone:_____

_____ model no.: _____

Installer:_____ Address: _____ Phone: _____

History: _____New product ____2-5 yrs old _____ 5-10 yrs old ____ More than 10 yrs old

Differences between proposed substitution and specified product:

_____

Point-by-point comparative data attached - REQUIRED
Reason for not providing specified item: _____

Similar Installation:

Project: _____ Architect: _____

Address:_____ Owner: _____

Date Installed: _____

Proposed substitution affects other parts of Work: ____ No ____Yes; explain

_____

Savings to Owner for accepting substitution: _____ ($)

Proposed substitution changes Contract Time: ____ No ____ Yes Add _____Deduct _____days.

Supporting Data Attached: ____ Drawings ____ Product Data ____ Samples _____ Tests Reports

The Undersigned certifies:

Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product. Same warranty will be furnished for proposed substitution as for specified product. Same maintenance service and source of replacement parts, as applicable, is available. Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule. Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived. Proposed substitution does not affect dimensions and functional clearances. Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution. Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Attachments:

A/E's REVIEW AND ACTION

____ Substitution approved - Make submittals in accordance with Specification Section 01330

____ Substitution approved as noted - Make submittals in accordance with Specification Section 01330.

____ Substitution rejected - Use specified materials.

____ Substitution Request received too late - Use specified materials.

_____Date:_____

Additional Comments: __ Contractor __ Subcontractor __ Supplier __ Manufacturer __ A/E

_____

_____

_____

_____

_____

END OF SECTION

SECTION 01 7000

EXECUTION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

A. Inspections prior to start of work.

B. Examination, preparation, and general installation procedures.

C. Requirements for alterations work, including selective removals and asbestos/lead abatement.

D. Site scoping.

E. Construction layout.

F. Field engineering and surveying.

G. General installation of products.

H. Progress cleaning.

I. Protection of installed construction.

J. Correction of the Work.

K. Removals and dust control.

L. Cutting and patching.

M. Cleaning and protection.

N. Final Cleaning.

O. Starting of systems and equipment.

P. Demonstration and instruction of Town of Rye personnel.

Q. Closeout procedures, except payment procedures.

1.3 RELATED REQUIREMENTS

A. Section 01 3000 - Administrative Requirements: Submittals procedures.

B. Section 01 4000 - Quality Requirements: Testing and inspection procedures.

C. Section 01 5000 - Temporary Facilities and Controls: Temporary interior partitions.

E. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties and bonds.

F. Section 07 8413 - Firestopping.

G. Individual Product Specification Sections:

1. Advance notification to other sections of openings required in work of those sections.

2. Limitations on cutting structural members.

1.4 REFERENCE STANDARDS

A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

1.5 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.

1. On request, submit documentation verifying accuracy of survey work.

2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in conformance with Contract Documents.

3. Submit surveys and survey logs for the project record.

C. Certified Surveys: Submit two copies signed by land surveyor or professional engineer for each the following surveys:

1. Foundation Survey: After completion of foundations, as-built survey shall be submitted before continuing with the work.

D. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

E. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:

1. Structural integrity of any element of Project.

2. Integrity of weather exposed or moisture resistant element.

3. Efficiency, maintenance, or safety of any operational element.

4. Visual qualities of sight exposed elements.

1.6 QUALIFICATIONS

A. Refer to individual sections for additional requirements.

B. For survey work, employ a land surveyor registered in New York and acceptable to Arconics Architecture, P.C.

1.7 PROJECT CONDITIONS

A. Use of explosives is not permitted.

B. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.

C. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.

D. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.

1. Minimize amount of bare soil exposed at one time.

2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.

1.8 COORDINATION

A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.

B. Notify affected utility companies and comply with their requirements.

C. Coordinate completion and clean-up of work of separate sections.

D. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.9 CODES, PERMITS, FEES, ETC. REFER TO SECTION 01 4100 REGULATORY REQUIREMENTS

PART 2 PRODUCTS

2.1 MATERIALS

A. New Materials: As specified in product sections; match existing products and work for patching and extending work.

B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000.

D. Barriers shall be constructed of sturdy lumber having a minimum size of 2 x 4.

1. Signs shall be made of sturdy plywood of 1/2" minimum thickness and shall be made to legible at a distance of 50 feet.

PART 3 EXECUTION

3.1 EXAMINATION

A. Prior to start of construction take photographs, videos or similar documentation as evidence of existing project conditions as follows:

1. Exterior views: Each area of work and areas of outside work area which could be construed as caused by the contractor.

B. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.

C. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.

D. Examine and verify specific conditions described in individual specification sections.

E. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.

F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.2 LAYING OUT THE WORK

A. Verify locations of survey control points prior to starting work.

B. Promptly notify Arconics Architecture, P.C. of any discrepancies discovered.

C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.

D. Promptly report to Arconics Architecture, P.C. the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.

E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Arconics Architecture, P.C. .

F. Utilize recognized engineering survey practices.

G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:

1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.

2. Grid or axis for structures.

3. Building foundation and piers, ground floor elevations.

H. Periodically verify layouts by same means.

I. Maintain a complete and accurate log of control and survey work as it progresses.

3.3 REMOVAL AND DUST CONTROL

A. The following procedures shall be followed when removals will create dust:

1. Exterior

a. Work must be in compliance with OSHA Construction Standard (29 CFR 1926.62).

b. Provide tarps on the outside of the building to catch all dust, debris and paint chips when items are being removed and installed.

2. General Contractor shall provide labor for daily cleanup on the interior and the exterior of the building as required or directed by the Architect. Any visible debris shall be removed prior to occupancy the following day.

a. Only wet cleaning methods and/or HEPA vacuuming shall be used to clean.

3. All debris shall be disposed of properly in accordance with Federal, State and Local Regulations. Refer to Section 01 5000 - Temporary Facilities and Controls and asbestos and lead abatement sections for containers required.

4. Do not leave any openings unprotected at end of work day or during periods of excessive cold weather or precipitation.

5. At completion of each work area HEPA vacuumed and wet wiped.

3.4 GENERAL INSTALLATION REQUIREMENTS

A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.

B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.

C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

D. Saw cut all concrete slabs and asphalt paving.

E. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.

F. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.

G. Make neat transitions between different surfaces, maintaining texture and appearance.

3.5 ALTERATIONS

A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.

1. Verify that construction and utility arrangements are as shown.

2. Report discrepancies to Arconics Architecture, P.C. before disturbing existing installation.

3. Beginning of alterations work constitutes acceptance of existing conditions.

B. Remove existing work as required to accomplish new work.

1. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.

C. Services (Including but not limited to Plumbing and Electrical): Remove, relocate, and extend existing systems to accommodate new construction.

1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.

2. Remove conduits, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.

D. Adapt existing work to fit new work: Make as neat and smooth transition as possible.

E. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.

F. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.

G. Do not begin new construction in alterations areas before demolition is complete.

H. Comply with all other applicable requirements of this section.

3.6 CUTTING AND PATCHING

A. Whenever possible, execute the work by methods that avoid cutting or patching.

B. See Alterations article above for additional requirements.

C. Perform whatever cutting and patching is necessary to:

1. Complete the work.

2. Fit products together to integrate with other work.

3. Provide openings for penetration of electrical and other services.

4. Match work that has been cut to adjacent work.

5. Repair areas adjacent to cuts to required condition.

6. Repair new work damaged by subsequent work.

7. Remove samples of installed work for testing when requested.

8. Remove and replace defective and non-conforming work.

D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.

E. Restore work with new products in accordance with requirements of Contract Documents.

F. Patching:

1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

2. Match color, texture, and appearance.

3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

G. Make neat transitions. Patch work to match adjacent work in texture and appearance. Where new work abuts or aligns with existing, perform a smooth and even transition.

3.7 VERIFICATION OF CONDITIONS

A. All openings, measurements, door frames, existing conditions and other similar items or conditions shall be field measured prior to submission of any shop drawings or manufacturers literature for approval.

1. General Contractor shall investigate each space into and through which equipment must be moved. Equipment shall be shipped from manufacturer in sections, of size suitable for moving through restricted spaces. Where sectional fabrication and or delivery cannot be achieved, openings, enlargements etc. shall be provided by contractor whose equipment requires access, at no additional cost to the Owner.

3.8 PROGRESS CLEANING

3.9 PROTECTION OF INSTALLED WORK

A. Protect installed work from damage by construction operations.

B. Provide special protection where specified in individual specification sections.

C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

G. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

3.10 SYSTEM STARTUP

A. Coordinate schedule for start-up of various equipment and systems.

B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.

C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.

D. Verify that wiring and support components for equipment are complete and tested.

E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.

F. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.11 DEMONSTRATION AND INSTRUCTION

A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.

B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

C. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of owner personnel.

3.12 ADJUSTING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

B. Testing, adjusting, and balancing HVAC systems.

3.13 FINAL CLEANING

A. Final cleaning shall be the responsibility of the General Contractor and all costs for final cleaning shall be included in the Base Bid. Final cleaning responsibility shall be limited to all new additions and areas where renovations occur.

B. Execute final cleaning prior to final project assessment.

C. Use cleaning materials that are nonhazardous.

D. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces,

E. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.

F. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

G. Replace filters of operating equipment.

H. Clean debris from roofs, gutters, downspouts, and drainage systems.

I. Clean site; sweep paved areas, rake clean landscaped surfaces.

J. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

K. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

L. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

M. Cleaning Agents: Use cleaning materials and agents recommended by the manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

N. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.

O. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.

P. Sweep concrete floors broom clean in unoccupied spaces.

Q. Wax all resilient flooring.

R. Remove labels that are not permanent.

S. Touch up and otherwise repair and restore marred, exposed finishes and surfaces evidence of repair or restoration. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show

T. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

U. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

V. Leave Project clean and ready for occupancy.

W. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

3.14 CLOSEOUT PROCEDURES REFER TO SECTION 01 7800

END OF SECTION

SECTION 017329

CUTTING AND PATCHING

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

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

1.2 SECTION INCLUDES

A. This Section includes procedural requirements for cutting and patching.

1.3 RELATED SECTIONS

A. Refer to Divisions 3 through 32 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1. Requirements in this Section apply to mechanical and electrical installations. Refer to Divisions 22, 23 and 26 Sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

1.4 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.5 SUBMITTALS

A. Cutting and Patching: Submit a method describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:

1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.

2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.

3. Products: List products to be used and firms or entities that will perform the Work.

4. Dates: Indicate when cutting and patching will be performed.

5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.

6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing

integration of reinforcement with original structure.

7. Architect's Approval: Obtain approval of cutting and patching before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.6 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

1. Provide a list of additional elements that are structural elements and that require Architect's or Construction Manager's approval of a cutting and patching proposal.

B. Operational Elements: Do not cut and patch the following operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

1. Primary operational systems and equipment.

2. Air or smoke barriers.

3. Fire-protection systems.

4. Control systems.

5. Communication systems.

6. Conveying systems.

7. Electrical wiring systems.

C. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

1. Water, moisture, or vapor barriers.

2. Membranes and flashings.

3. Exterior construction.

4. Equipment supports.

5. Piping, ductwork, vessels, and equipment.

6. Noise- and vibration-control elements and systems.

D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.7 WARRANTY

A. Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void warranties.

PART 2 PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections of these Specifications.

B. In-Place Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. In-Place Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.

5. Proceed with patching after construction operations requiring cutting are complete.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.

2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

    a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

END OF SECTION

SECTION 01 7419

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 WASTE MANAGEMENT REQUIREMENTS

A. The Owner requires that this project generate the least amount of trash and waste possible.

B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.

C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.

D. Contractor(s) shall submit periodic Waste Disposal Reports; all landfill disposal, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports.

E. Methods of trash/waste disposal that are not acceptable are:

1. Burning on the project site.

2. Burying on the project site.

3. Dumping or burying on other property, public or private.

4. Other illegal dumping or burying.

F. Regulatory Requirements: Contractor is responsible for knowing and complying with all regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.3 DEFINITIONS

A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.

B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.

C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.

D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.

E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.

F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.

G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.

H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.

I. Return: To give back reusable items or unused products to vendors for credit.

J. Reuse: To reuse a construction waste material in some manner on the project site.

K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.

L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.

M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.

N. Toxic: Poisonous to humans either immediately or after a long period of exposure.

O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.

P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

PART 2 EXECUTION

2.1 WASTE MANAGEMENT PROCEDURES

A. See Section 01 3000 for additional requirements for project meetings, reports, submittal procedures, and project documentation.

B. See Section 01 5000 for additional requirements related to trash/waste collection and removal facilities and services.

C. See Section 01 7000 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

END OF SECTION

SECTION 01 7800

CLOSEOUT PROCEDURES AND SUBMITTALS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SECTION INCLUDES

A. Project Record Documents.

B. Warranties and bonds.

1.3 RELATED REQUIREMENTS

A. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.

B. Individual Product Sections: Warranties required for specific products or Work.

1.4 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion:

1. Prepare a list of items to be completed and corrected, the value of items on the list, and reasons why the Work is not complete.

2. Advise Architect of pending insurance changeover requirements.

3. Obtain and submit releases permitting Owner and Architect unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

4. Substantial Completion shall be when all work is completed, including all punch lists.

B. Prior to issuance of the Certificate of Substantial Completion, submit, in writing, a request to the Architect a request to perform site inspection for the purpose of preparing a "punch list".

C. On receipt of request Architect will prepare a punch list.

D. Certificate of Substantial Completion will be issued after completion of all punch list items or Owner and Architect will notify Contractor of items, either punch list or additional items identified by Architect, that must be completed or corrected before certificate will be issued. After completion of "punch list" items submit the following:

1. Application for Payment showing 100 percent completion for portion of the Work claimed as substantially completed the following:

2. Manufacturer's Warranties (guarantees).

3. Contractor's Warrantee (Two Years) and extended warrantees

4. Maintenance agreements, if any.

5. Manifest for disposal of Hazardous material.

6. Test/adjust/balance records.

7. Maintenance Manuals and Instructions Manuals

8. Spare parts and Attic Stock.

9. Start-up performance reports.

10. Changeover information related to Owner's occupancy, use, and maintenance

11. Final cleaning.

12. Advice on shifting insurance coverage.

13. List of incomplete Work, recognized as exceptions to Architect's "punch list".

14. Architect's punch list certifying all punch list items have been completed with each item signed off by the Owner's Architect and Contractor.

15. Removal of temporary facilities and services.

16. Removal of surplus materials, rubbish and similar elements.

17. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

18. As Built Drawings.

19. Project Record Documents.

E. New York State Department of Health Requirements for Project Closeout shall include but not necessarily be limited to:

1. Fire Alarm System: Certification that all fire alarm systems (e.g. pull stations, smoke and fire detection devices) have been fully installed, inspected, tested and connected to the fire alarm system in accordance with NFPA72 – National Fire Alarm Code.

2. Fire Alarm System Record of Completion: The Record of Completion must be in accordance with NFPA72 - National Fire Alarm Code.

3. Sprinkler System Installation: Contractor’s certification letter that installation is in accordance with NFPA13 – Standard for Installation of Sprinkler Systems is to be provided along with a completed and signed Contractor’s Material and Test Certificate.

4. Sprinkler System Test Report: Sprinkler system periodic test report is to be provided in a format consistent with the requirements of NFPA25.

5. Stand-pipe System: Contractor's Certification plus Test Certificate is to be provided as per NFPA14 – Standard for Installation of Standpipes and Hose Systems.

6. Fire Stopping: The General Contractor shall ensure and provide written certification that all fire/smoke barrier walls were inspected and that any penetrations were sealed with a listed Through Penetration Firestop System.

7. Electrical Inspection Certificate: Contractor's certification that all electrical systems have been installed in conformance with applicable codes (including NFPA70 – National Electrical Code and approved plans.

8. Battery Operated Lighting and Emergency Lighting: General Contractor's certification showing evidence of testing as required in NFPA101 Section 7.9

9. Plumbing Certification: Contractor's certification that the plumbing systems have been installed in accordance with the applicable plumbing code.

10. Backflow Prevention Certification: Certification that installation is in accordance with the approved plans, along with test and maintenance information for each backflow prevention device. Results should be shown on the NYS-DOH-1013 (Bureau of Public Water Supply Protection) form most recently submitted by facility.

11. Certificate of Occupancy: The Certificate of Occupancy for building construction as issued from the local authority having jurisdiction.

12. Ventilation System Certification: Contractor's letter certifying compliance regarding installation, testing, balancing, and correct operation of system.

13. HVAC Air Balance Report: The report must show actual ventilation flow results and demonstrate compliance with design flows. The report shall include a cover certification by a licensed design professional who reviewed the air balancing results, indicating compliance with reference codes as per ANSI/ASHRAE/ASHE ventilation requirements as further specified in FGI 2014.

14. Elevator Certification: Certification that elevator has been inspected, tested, and meets applicable needs.

F. Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1. If necessary re-inspection will be repeated and the contractor shall pay for all additional inspections.

2. Results of completed inspection will form the basis of requirements for Final Completion

1.5 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Owner and Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will not process a final Certificate for Payment until

after the inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

a. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

B. Following Final Inspection acceptance of work submit the following:

1. Submit a final Application for Payment.

2. Submit certified copy of Architect's Substantial Completion punch list items endorsed and dated Contractor and Architect certifying each item has been completed or otherwise resolved for acceptance.

3. Update final statement, accounting for final changes to the Contract Sum.

4. Release of liens from contractor and all entities of the contractor.

5. Consent of Surety to Final Payment, AIA Document G707

6. Contractor's Affidavit of Release of Liens (AIA G706A).

7. Contractors Affidavit of Payment of Debts and Claims (AIA G706)

8. Certification of Payment of Prevailing Wage Rates.

9. Contractor's certified statement that no asbestos containing material was incorporated into the project.

10. Asbestos manifest.

11. Underwriters Certificate.

1.6 SUBMITTALS

A. Contractor shall submit all documentation identified in this section within thirty (30) days from the time the Contractor submits the list of items to be corrected, as referred to in the General Conditions, "in addition to other rights of the Owner set forth elsewhere in the Contract Documents, to include but not limited to withholding of final payment." If the documentation has not been submitted within thirty (30) day period, the Owner will obtain such through whatever means necessary. The Contractor shall solely be responsible for all expenses incurred by the Owner, provided the Owner has advised the Contractor of this action thirty 30 days prior to the culmination date and again, seven 7 days prior to the culmination date by written notice

B. Project Record Documents: Submit documents to Arconics Architecture, P.C. with claim for final Application for Payment.

C. Warranties and Bonds:

1. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record actual revisions to the Work:

1. Drawings.

2. Specifications.

3. Addenda.

4. Change Orders and other modifications to the Contract.

5. Reviewed shop drawings, product data, and samples.

6. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress.

E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:

1. Changes made by Addenda and modifications.

F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:

1. Field changes of dimension and detail.

2. Details not on original Contract drawings.

3.2 RECORD DRAWINGS

A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and approved Shop Drawings at the project site.

B. Each Sub-Contractor is responsible for marking up Sections that contain its own Work and for submitting the complete set of record Specifications as specified.

C. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

1. Accurately record information in an understandable drawing technique.

D. Content: Types of items requiring marking include, but are not limited to, the following:

1. Revisions to details shown on Drawings.

2. Depths of foundations below lowest floor.

3. Locations and depths of underground utilities.

4. Revisions to routing of piping and conduits.

5. Revisions to electrical circuitry.

6. Changes made by Change Order or Construction Change Directive.

7. Changes made following Architect's written orders.

8. Details not on the original Contract Drawings.

E. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.

F. Mark important additional information that was either shown schematically or omitted from original Drawings.

G. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

3.3 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

A. For Each Product, Applied Material, and Finish:

B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.

C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.4 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

A. For Each Item of Equipment and Each System:

1. Description of unit or system, and component parts.

2. Identify function, normal operating characteristics, and limiting conditions.

3. Include performance curves, with engineering data and tests.

4. Complete nomenclature and model number of replaceable parts.

B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.

D. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

E. Provide servicing and lubrication schedule, and list of lubricants required.

F. Include manufacturer's printed operation and maintenance instructions.

G. Include sequence of operation by controls manufacturer.

H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

I. Additional Requirements: As specified in individual product specification sections.

3.5 WARRANTIES AND BONDS

A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner’s permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal.

END OF SECTION

SECTION 01 7823

OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

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

1.2 SECTION INCLUDES

A. Work of this Section includes all labor, materials, equipment and services necessary to complete the operation and maintenance data as specified herein.

1.3 RELATED SECTIONS

A. Submittal Procedures - Section 013300.

B. Closeout Procedures - Section 017800.

1.4 GENERAL

A. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under the Contract.

1. Subcontractors shall prepare operation and maintenance data as specified in this Section and as referenced in other pertinent sections of Specifications.

1.5 FORM OF SUBMITTALS

A. Prepare data in the form of an instructional manual for use by Owner's personnel.

B. Format

1. Size: 8-1/2" x 11".

2. Paper: 20 pound minimum, white for typed pages.

3. Text: Manufacturer's printed data, or neatly typewritten.

4. Drawings

a. Provide reinforced punched binder tab, bind in with text.

b. Fold larger drawings to the size of the text pages.

5. Provide fly-leaf for each separate product, or each piece of operating equipment.

a. Provide typed description of product, and major component parts of equipment.

b. Provide indexed tabs.

6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS." List:

a. Title of Project.

b. Identity of separate structure as applicable.

c. Identity of general subject matter covered in the manual.

C. Binders

1. Commercial quality three-ring binders with durable and cleanable plastic covers.

2. Maximum ring size: 1 inch.

3. When multiple binders are used, correlate the data into related consistent groupings.

1.6 MANUAL FOR MATERIALS AND FINISHES

A. Submit two copies of complete manual in final form.

B. Content, for architectural products, applied materials and finishes

1. Manufacturer's data, giving full information on products.

a. Catalog number, size, composition.

b. Color and texture designations.

c. Information required for re-ordering special-manufactured products.

2. Instructions for care and maintenance.

a. Manufacturer's recommendation for types of cleaning agents and methods.

b. Cautions against cleaning agents and methods which are detrimental to the product.

c. Recommended schedule for cleaning and maintenance.

C. Content, for moisture-protection and weather-exposed products

1. Manufacturer's data, giving full information on products.

a. Applicable standards.

b. Chemical composition.

c. Details of installation.

2. Instructions for inspection, maintenance, and repair.

1.7 MANUAL FOR EQUIPMENT AND SYSTEMS

A. Submit three copies of complete manual in final form.

B. Content, for each unit of equipment and system, as appropriate.

1. Description of unit and component parts.

a. Function, normal operating characteristics, and limiting conditions.

b. Performance curves, engineering data and tests.

c. Complete nomenclature and commercial number of all replaceable parts.

2. Operating procedures

a. Start-up, break-in, routine and normal operating instructions.

b. Regulation, control, stopping, shut-down and emergency instructions.

c. Summer and winter operating instructions.

d. Special operating instructions.

3. Maintenance procedures

a. Routine operations.

b. Guide to "trouble-shooting."

c. Disassembly, repair and reassembly.

d. Alignment, adjusting and checking.

4. Servicing and lubrication schedule.

a. List of lubricants required.

5. Manufacturer's printed operating and maintenance instructions.

6. Description of sequence of operation by control manufacturer.

7. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.

a. Predicted life of parts subject to wear.

b. Items recommended to be stocked as spare parts.

8. As-installed control diagrams by controls manufacturer.

9. Each contractor's coordination drawings.

a. As-installed color coded piping diagrams.

10. Charts of valve tag numbers, with the location and function of each valve.

11. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.

12. Other data as required under pertinent sections of specifications.

C. Content, for each electric and electronic system, as appropriate:

1. Description of system and component parts.

a. Function, normal operating characteristics, and limiting condition.

b. Performance curves, engineering data and tests.

c. Complete nomenclature and commercial number of replaceable parts.

2. Circuit directories of panel boards.

a. Electrical service.

b. Controls.

c. Communications.

3. As-installed color coded wiring diagrams.

4. Operation procedures

a. Routine and normal operating instructions.

b. Sequences required.

c. Special operating instructions.

5. Maintenance procedures

a. Routine operations.

b. Guide to "trouble-shooting."

c. Disassembly, repair and reassembly.

d. Adjustment and checking.

6. Manufacturer's printed operating and maintenance instructions.

7. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.

8. Other data as required under pertinent sections of specifications.

D. Prepare and include additional data when the need for such data becomes apparent during instruction of Owner's personnel.

E. Additional Requirements for Operation and Maintenance Data: The respective sections of Specifications.

END OF SECTION

SECTION 05 5000

MISCELLANEOUS METALS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

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

1.2 SECTION INCLUDES

A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the miscellaneous metal work as indicated on the drawings and/or specified herein, including, but not limited to, the following:

1. Rough hardware.

2. Steel pipe handrails and railings not part of steel pan stair assemblies.

3. Loose steel lintels.

4. Light steel framing and supports, not included as part of work of other trades.

5. Structural steel door frames at service doors.

6. Cast thresholds.

7. Furnishing stair nosings for concrete stairs

8. Steel bollards.

9. Miscellaneous steel trim, corner guards, angle guards and channels.

10. Countertop supports.

11. Sleeves in concrete walls and slabs.

12. Steel framing, bracing, supports, anchors, bolts, shims, fastenings, and all other supplementary parts indicated on drawings or as required to complete each item of work of this Section.

13. Prime painting, touch-up painting, galvanizing and separation of dissimilar metals for work of this Section.

14. Cutting, fitting, drilling and tapping work of this Section to accommodate work of other Sections and of concrete, masonry or other materials as required for attaching and installing work of this Section.

1.3 RELATED SECTIONS

A. Structural Steel - Section 051200.

B. Steel Pan Stairs - Section 055100.

C. Painting and Finishing - Section 099000.

1.4 QUALITY ASSURANCE

A. Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication, where possible. Do not delay job progress; allow for trimming and fitting where taking field measurements before fabrication might delay work.

B. Shop Assembly: Pre-assemble items in 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 re-assembly and coordinated installation.

C. Reference Standards: The work is subject to requirements of applicable portions of the following standards:

1. "Manual of Steel Construction," American Institute of Steel Construction.

2. AWS D1-1 "Structural Welding Code," American Welding Society.

3. SSPC SP-3 "Surface Preparation Specification No. 3, Power Tool Cleaning," Steel Structures Painting Council.

4. SSPC PA-1 "Painting Application Specification," Steel Structures Painting Council.

5. "Handbook on Bolt, Nut and Rivet Standards," Industrial Fasteners Institute.

D. Steel Materials: For steel to be hot dip-galvanized, provide steel chemically suitable for metal coatings complying with the following requirements: carbon below 0.25 percent, silicon below 0.24 percent, phosphorous below 0.05 percent, and manganese below1.35 percent. Notify galvanizer if steel does not comply with these requirements to determine suitability for processing.

E. Engage the services of a galvanizer who has demonstrated a minimum of five (5) years' experience in the successful performance of the processes outlined in this specification in the facility where the work is to be done and who will apply the galvanizing and coatings within the same facility as outlined herein. The Architect has the right to inspect and approve or reject the galvanizer/galvanizing facility.

F. The galvanizer/galvanizing facility must have an ongoing Quality Control/Quality Assurance program which has been in effect for a minimum of five years and shall provide the Architect with process and final inspection documentation. The galvanizer/galvanizing facility must have an on-premise testing facility capable of measuring the chemical and metallurgical composition of the galvanizing bath and pickling tanks.

G. Inspection and testing of hot-dip galvanized coating shall be done under the guidelines provided in the American Hot-Dip Galvanizers Association (AGA) publication "Inspection of Products Hot-Dip Galvanized After Fabrication."

1.5 PERFORMANCE STANDARDS

A. Stairs and railings shall be constructed to conform to the following performance standards:

1. Stairs and platforms shall support a live load of one hundred (100) psf and a concentrated live load of three hundred (300) lbs. and shall have a live load deflection limited to 1/360 of the span. Loads shall not apply simultaneously.

2. Railings shall be designed to resist loads per International Building Code with New York amendments.

1.6 SUBMITTALS

A. Manufacturer's Literature: Submit manufacturer's specifications, load tables, dimension diagrams, anchor details and installation instructions for products to be used in the fabrication of miscellaneous metal work, including paint products.

B. Shop Drawings: Shop drawings for the fabrication and erection of all assemblies of miscellaneous iron work which are not completely shown by manufacturer's data sheets. Include plans and elevations at not less than 1" to 1'-0" scale, and include details of sections and connections at not less than 3" to 1'-0" scale. Show anchorage and accessory items.

C. Engineering Data

1. Before any stairs, ladders or railings are fabricated, submit engineering data drawings to the Architect for review indicating how performance standards specified here shall be met. The Contractor is responsible for the structural design and supports for these systems and must show his proposed systems on these drawings.

2. These drawings must show all load conditions and design calculations relative to connections, fastening devices and anchorage, as well as size and gauge of members. Calculations and drawings must be prepared by a Structural Engineer licensed in the State of New York, and shall be signed and sealed by this Engineer.

D. Welding shall be indicated on shop drawings using AWS symbols and showing length, size and spacing (if not continuous). Auxiliary views shall be shown to clarify all welding. Notes such as 1/4" weld, weld and tack weld are not acceptable.

E. Certification: For items to be hot-dip galvanized, identify each item galvanized and to show compliance of application. The Certificate shall be signed by the galvanizer and shall contain a detailed description of the material processed and the ASTM standard used for the coating and, the weight of the coating. In addition, and as attachment to Certification, submit reports of testing and inspections indicating compliance with the provisions of this Section.

PART 2 PRODUCTS

2.1 MATERIALS

A. Metals

1. Metal Surfaces, General: For fabrication of miscellaneous metal work which will be exposed to view, use only materials which are smooth and free of surface blemishes including pitting, seam marks, roller marks, rolled trade names and roughness.

2. Steel Plates, Shapes and Bars: ASTM A 36.

3. Steel Bar Grating: ASTM A 1011 or ASTM A 36.

4. Steel Tubing: Cold formed, ASTM A 500; or hot rolled, ASTM A 501.

5. Structural Steel Sheet: Hot rolled, ASTM A 570; or cold rolled, ASTM A 611, Class 1; of grade required for design loading.

6. Galvanized Structural Steel Sheet: ASTM A 924, of grade required for design loading. Coating designation G90.

7. Steel Pipe: ASTM A 53, type and grade as selected by fabricator and as required for design loading; black finish unless galvanizing is indicated; standard weight (Schedule 40), unless otherwise indicated.

8. Gray Iron Castings: ASTM A 48, Class 30, unless another class is indicated or required by structural loads.

9. Malleable Iron Castings: ASTM A 47, grade as selected by fabricator.

10. Brackets, Flanges and Anchors: Cast or formed metal of the same type material and finish as supported rails, unless otherwise indicated.

11. Concrete Inserts: Threaded or wedge type; galvanized ferrous castings, either malleable iron, ASTM A 47, or cast steel, ASTM A 27. Provide bolts, washers and shims as required, hot-dip galvanized, ASTM A 153.

B. Grout: Non-shrink, non-metallic grout conforming to the requirements of Section 033000.

C. Fasteners

1. General: Provide zinc-coated fasteners for exterior use or where built into exterior walls. Select fasteners for the type, grade and class required.

2. Bolts and Nuts: Regular hexagon head type, ASTM A 307, Grade A.

3. Anchor Bolts: ASTM F 1554, Grade 36.

4. Lag Bolts: ASME B18.2.1.

5. Machine Screws: ASME B18.6.3.

6. Plain Washers: Round, carbon steel, ASME B18.22.1.

7. Masonry Anchorage Devices: Expansion shields, FS FF-S-325.

8. Toggle Bolts: Tumble-wing type, FS FF-B-588, type, class and style as required.

9. Lock Washers: Helical spring type carbon steel, ASME B18.21.1.

D. Shop Paint: Shop prime all non-galvanized miscellaneous metal items using Series 88 Azeron Primer made by Tnemec, ICI Devoe "Rust Guard" quick dry alkyd shop coat No. 41403, or "Interlac 393" by International Protection Coatings.

1. If steel is to receive high performance coating as noted in Section 099000, shop prime using primer noted in Section 099000.

E. Bituminous Paint: Cold applied asphalt emulsion complying with ASTM D 1187.

F. Galvanizing Repair Coating: For touching up galvanized surfaces after erection, provide repair coating that is V.O.C. compliant, equal to "Silver Galv" made by Z.R.C. Worldwide or approved equal. Apply to a dry film thickness of 1.5 to 3.0 mils.

2.2 PRIME PAINTING

A. Scope: All ferrous metal (except galvanized steel) shall be cleaned and shop painted with one coat of specified ferrous metal primer. No shop prime paint required on galvanized steel or aluminum work.

B. Cleaning: Conform to Steel Structures Painting Council Surface Preparation Specification SP 3 (latest edition) "Power Tool Cleaning" for cleaning of ferrous metals which are to receive shop prime coat.

1. Steel to get high performance coating as noted in Section 099000 shall be cleaned as per SSPC SP.6 "Commercial Blast Cleaning."

C. Application

1. Apply shop prime coat immediately after cleaning metal. Apply paint in dry weather or under cover. Metal surfaces shall be free from frost or moisture when painted. Paint all metal surfaces including edges, joints, holes, corners, etc.

2. Paint surfaces which will be concealed after shop assembly prior to such assembly. Apply paint in accordance with approved paint manufacturer's printed instructions, and the use of any thinners, adulterants or admixtures shall be only as stated in said instructions.

3. Paint shall uniformly and completely cover the metal surfaces, 2.0 mils minimum dry film thickness. No work shall be shipped until the shop prime coat thereon has dried.

D. Touch-Up: In the shop, after assembly and in the field, after installation of work of this Section, touch-up damaged or abraded portions of shop prime paint with specified ferrous metal primer.

E. Apply one shop coat to fabricated metal items, except apply two (2) coats of paint to surfaces inaccessible after assembly or erection. Change color of second coat to distinguish it from the first.

2.3 GALVANIZING

A. Scope: All ferrous metal exposed to the weather, and all ferrous metals indicated on drawings or in specifications to be galvanized, shall be cleaned and then hot-dipped galvanized after fabrication as provided by Duncan Galvanizing or approved equal.

B. Avoid fabrication techniques that could cause distortion or embrittlement of steel items to be hot-dip galvanized. Fabricator shall consult with hot-dip galvanizer regarding potential warpage problems or handling problems during the galvanizing process that may require adjustment of fabrication techniques or design before finalizing shop drawings and beginning of fabrication.

C. Cleaning: Thoroughly clean metal surfaces of all mill scale, rust, dirt, grease, oil, moisture and other contaminants prior to galvanizing.

D. Application: Hot-dip galvanizing shall conform to the following:

1. ASTM A 143: Safeguarding Against Embrittlement of Hot-Dip Galvanized Structural Steel.

2. ASTM A 123: Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.

3. ASTM A 153: Galvanized Coating on Iron and Steel Hardware - Table 1.

4. ASTM A 384: Practice for Safeguarding Against Warpage and Distortion During Hot-Dip Galvanizing of Steel Assemblies.

5. ASTM A 385: Practice for Providing High Quality Zinc Coatings.

6. ASTM A 924: Galvanized Coating on Steel Sheets.

7. Minimum weight of galvanized coating shall be two (2) oz. per square foot of surface.

E. Fabricate joints which will be exposed to weather in a manner to exclude water or provide weep holes where water may accumulate.

F. All galvanized materials must be inspected for compliance with these specifications and marked with a stamp indicating the name of the galvanizer, the weight of the coating, and the appropriate ASTM number.

G. To minimize surface imperfection (eg: flux inclusions), material to be galvanized shall be dipped into a solution of Zinc Ammonium Chloride (pre-flux) immediately prior to galvanizing. The type of galvanizing process utilizing a flux blanket overlaying the molten zinc will not be permitted.

H. After galvanizing all materials not exposed to view must be chromated by dipping material in a 0.2% chromic acid solution.

I. Galvanized surfaces, where exposed to view, must have a smooth, level surface finish. Where this does not occur, piece shall be rejected and replaced to the acceptance of the Architect.

2.4 PROTECTIVE COATINGS

A. Whenever dissimilar metals will be in contact, separate contact surfaces by coating each contact surface prior to assembly or installation with one coat of specified bituminous paint, which shall be in addition to the specified shop prime paint. Mask off those surfaces not required to receive protective coating.

2.5 WORKMANSHIP

A. General

1. Miscellaneous metal work shall be fabricated by an experienced fabricator or manufacturer and installed by an experienced tradesman.

2. Materials, methods of fabrication, fitting, assembly, bracing, supporting, fastening, operating devices, and erection shall be in accordance with drawings and specifications, approved shop drawings, and best practices of the industry, using new and clean materials as specified, having structural properties sufficient to safely sustain or withstand stresses and strains to which materials and assembled work will be subjected.

3. All work shall be accurately and neatly fabricated, assembled and erected.

B. Shop Assembly: Insofar as practicable, fitting and assembly of work shall be done in shop. Shop assemble work in largest practical sizes to minimize field work. It is the responsibility of the miscellaneous metal subcontractor to assure himself that the shop-fabricated miscellaneous metal items will properly fit the field condition. In the event that shop-fabricated miscellaneous metal items do not fit the field condition, the item shall be returned to the shop for correction.

C. Cutting: Cut metal by sawing, shearing, or blanking. Flame cutting will be permitted only if cut edges are ground back to clean, smooth edges. Make cuts accurate, clean, sharp and free of burrs, without deforming adjacent surfaces or metals.

D. Holes: Drill or cleanly punch holes; do not burn.

E. Connections: Make connections with tight joints, capable of developing full strength of member, flush unless indicated otherwise, formed to exclude water where exposed to weather. Locate joints where least conspicuous. Unless indicated otherwise, weld or bolt shop connections; bolt or screw field connections. Provide expansion and contraction joints to allow for thermal movement of metal at locations and by methods approved by Architect.

1. Welding

a. Shall be in accordance with AWS D1.1 Structural Welding Code of the American Welding Society, and shall be done with electrodes and/or methods recommended by the manufacturer of the metals being welded.

b. Welds shall be continuous, except where spot welding is specifically permitted. Welds exposed to view shall be ground flush and dressed smooth with and to match finish of adjoining surfaces; undercut metal edges where welds are required to be flush.

c. All welds on or behind surfaces which will be exposed to view shall be done so as to prevent distortion of finished surface. Remove weld spatter and welding oxides from all welded surfaces.

2. Bolts and Screws: Make threaded connections tight with threads entirely concealed. Use lock nuts. Bolts and screw heads exposed to view shall be flat and countersunk. Cut off projecting ends of exposed bolts and screws flush with nuts or adjacent metal.

F. Operating Mechanism: Operating devices (i.e. pivots, hinges, etc.) mechanism and hardware used in connection with this work shall be fabricated, assembled, installed and adjusted after installation so that they will operate smoothly, freely, noiselessly and without excessive friction.

G. Built-In Work: Furnish anchor bolts, inserts, plates and any other anchorage devices, and all other items specified under this Section of the Specifications to be built into concrete, masonry or work of other trades, with necessary templates and instructions, and in ample time to facilitate proper placing and installation.

H. Supplementary Parts: Provide as necessary to complete each item of work, even though such supplementary parts are not shown or specified.

I. Coordination: Accurately cut, fit, drill and tap work of this Section to accommodate and fit work of other trades. Furnish or obtain, as applicable, templates and drawings to or from applicable trades for proper coordination of this work.

J. Exposed Work

1. In addition to requirements specified herein and shown on drawings, all surfaces exposed to view shall be clean and free from dirt, stains, grease, scratches, distortions, waves, dents, buckles, tool marks, burrs, and other defects which mar appearance of finished work.

2. Metal work exposed to view shall be straight and true to line or curve, smooth arises and angles as sharp as practicable, miters formed in true alignment, profiles accurately intersecting, and with joints carefully matched to produce continuity of line and design.

3. Exposed fastenings, where permitted, shall be of the same material, color and finish as the metal to which applied, unless otherwise indicated, and shall be of the smallest practicable size.

K. Preparation for Hot-Dip Galvanizing: Fabricator shall correctly prepare assemblies for galvanizing in consultation with galvanizer and in accordance with applicable Reference Standards and applicable AGA publications for the "Design of Products to be Hot-Dip galvanized After Fabrication." Preparation shall include but not be limited to the following:

1. Remove welding flux.

2. Drill appropriate vent holes and provide for drainage in inconspicuous locations of hollow sections and semi-enclosed elements. After galvanizing, plug vent holes with shaped lead and grind smooth.

2.6 MISCELLANEOUS METALS ITEMS

A. Rough Hardware

1. Furnish bent or otherwise custom fabricated bolts, plates, anchors, hangers, dowels and other miscellaneous steel and iron shapes as required for framing and supporting woodwork, and for anchoring or securing woodwork to concrete or other structures. Straight bolts and other stock rough hardware items are specified in Division 6 Sections.

2. Fabricate items to sizes, shapes and dimensions required. Furnish malleable iron washers for heads and nuts which bear on wood connections; elsewhere, furnish steel washers.

B. Steel Pipe Handrails

1. Provide Schedule 40 steel pipe of size shown on Drawings. Fittings shall be flush type, malleable of cast iron. Brackets shall be malleable iron, design as selected by the Architect.

2. Construction: Form direction changes in rails using solid bar stock or elbows. Connections shall be shop welded and ground smooth and flush, except where field connections and expansion joints are required. Field connections may be welded, internal sleeve and plug weld, or internal sleeve and set screw.

3. Secure handrails to walls with wall brackets. Provide brackets of malleable iron castings, with not more than three (3) inches clearance from inside face of handrail to wall surface. Neatly drill wall plate portion of the bracket into concrete or masonry to receive bolts for concealed anchorage. For installation at drywall, Drywall trades shall provide plate to receive wall plate portion of bracket and anchor or bolt wall plate through drywall to supporting steel plate. Locate brackets at not more than 5'-0" o.c. unless otherwise shown.

4. Provide wall return fittings of cast iron, flush type, with the same projection as that specified for wall brackets.

5. Longitudinal members shall be parallel with each other and with floor surface or shape of stair to a tolerance of 1/8" in 10'-0" linear feet. Center line of members within each run of railing shall be in the plane.

6. For steel pipe posts where indicated, anchor posts in concrete by means of pipe sleeves set and anchored into concrete. Provide sleeves of galvanized steel pipe, not less than six (6) inches long and having an inside diameter not less than 1/2" greater than outside diameter of the inserted pipe. Provide steel plate closure secure to bottom of sleeve and of width and length not less than one (1) inch greater than outside diameter of sleeve. After posts have been inserted into sleeves, fill annular space between post and sleeve solid with non-shrink, nonferrous grout. Cover anchorage

joint with a round steel flange welded to post. Posts shall be set plumb within 1/8" vertical tolerance.

7. Steel pipe handrails shall be capable of resisting a two hundred (200) lb. force applied to rail from any direction and a uniformly distributed load of fifty (50) lbs. per linear foot applied downward or horizontally, loads not to act simultaneously.

C. Loose Steel Lintels

1. Provide loose structural steel lintels for openings and recesses in masonry walls and partitions as shown. Weld adjoining members together to form a single unit where indicated. Provide not less than eight (8) inches bearing at each side of openings, unless otherwise indicated.

2. Loose lintels shall conform to the following Schedule:

OPENING WIDTH (Maximum)	**WALL THICKNESS**		
	4 inches	**6 inches**	**8 inches***
2'-0"	3-1/2" x 3-1/2" x 1/4"	6" x 4" x 5/16"	3-1/2" x 3-1/2" x 1/4"
3'-0"	3-1/2" x 3-1/2" x 5/16"	6" x 4" x 5/16"	3-1/2" x 3-1/2" x5/16"
4'-0"	3-1/2" x 3-1/2" x 5/16"	6" x 4" x 5/16"	3-1/2" x 3-1/2" x 5/16"
5'-0"	4" x 3-1/2" x 3/8"	6" x 4" x 3/8"	4" x 3-1/2" x 5/16"
6'-0"	5" x 3-1/2" x 3/8"	6" x 4" x 3/8" 5	" x 3-1/2" x 5/16"
7'-0"	5" x 3-1/2" x 3/8"	5" x 5" x 1/2"	5" x 3-1/2" x 3/8"
8'-0"	5" x 3-1/2" x 3/8"	5" x 5" x 5/8"	5" x 3-1/2" x 3/8"

* Two angles at all openings in eight (8) inch walls.

3. At columns or vertical surfaces where lintels cannot bear on masonry, provide clip angles sized for structural capacity of lintel.

D. Miscellaneous Light Steel Framing

1. Light steel framing, bracing, supports, framing, clip angles, shelf angles, plates, etc., shall be of such shapes and sizes as indicated on the drawings and details or as required to suit the condition and shall be provided with all necessary supports and reinforcing such as hangers, braces, struts, clip angles, anchors, bolts, nuts, welds, etc., as required to properly support and rigidly fasten and anchor same in place and to steel, concrete, masonry and all other connecting and adjoining work.

2. All light steel framing steel shall be furnished and erected in accordance with the applicable requirements of the "Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings" by the American Institute of Steel Construction and as specified herein.

E. Structural Steel Door Frames

1. Fabricate steel door frames of structural shapes and bars, fully welded, uniform, square and true. Plug weld built-up members, continuously weld exposed joints; grind exposed welds smooth.

Provide 5/8" x 1-1/2" steel bar stops. Secure removable stops to frame with countersunk machine screws, uniformly spaced at not more than ten (10) inches o.c.

2. Provide necessary reinforcements and drill and tap as required for finish hardware.

3. Provide steel strap anchors for securing door frames into adjoining concrete or masonry, using 1/8" x 2" straps of the length required for a minimum eight (8) inch embedment. Weld anchors to frame jambs no more than twelve (12) inches from both bottom and head of frame and space anchors not more than thirty (30) inches apart.

4. Extend bottom of frames to floor elevation and secure to concrete with steel angle clips welded to frames, anchored with expansion shields and bolts.

F. Cast Thresholds

1. Fabricate of sizes and configurations as shown. Provide cast iron units with integral abrasive finish. Furnish in lengths as required to accurately fit each opening or condition.

   a. Cast units with an integral abrasive grit consisting of aluminum oxide, silicone carbide, or a combination of both.

2. Provide anchors for embedding units in concrete, either integral or applied to units, as standard with manufacturer.

   a. Provide two (2) rows of holes for units over five (5) inches wide, with two (2) holes aligned at ends and staggered intermediate holes.

3. Apply black asphaltic coating to concealed bottoms, sides and edges of cast iron units set into concrete.

4. Provide a diamond surface texture.

G. Safety Nosings for Concrete Stairs

1. Provide three (3) inch wide, Style A cast iron safety nosing with hatched abrasive surface extending to end of stringers, manufactured by American Abrasive Metals Co., or equal made by Wooster Products Inc., American Mason Safety Tread Co., or approved equal.

2. Provide anchors spaced not more than four (4) inches from each end and not more than twelve (12) inches o.c. Furnish nosings to concrete trades for installation.

3. Apply asphaltic coating to surfaces in contact with concrete.

H. Steel Bollards: Provide six (6) inches O.D. extra strong (Schedule 80) steel pipe, concrete filled, with base of steel plate for mounting to anchor bolts in concrete foundation. Rabbet top of steel pipe and insert 1/4" steel plate cap, flush with top of pipe. Weld top of cap to pipe and grind smooth and flush.

I. Miscellaneous Steel Trim: Provide shapes and sizes for profiles shown. Except as otherwise indicated, fabricate units from structural steel shapes and plates and steel bars, with continuously welded joints and smooth exposed edges. Use concealed field splices wherever possible. Provide cutouts, fittings and anchorages as required for coordination of assembly and installation with other work.

J. Corner Guards: Provide steel corner guards where shown. Unless otherwise indicated, use 4" x 4" x 1/4" steel angles to a height of four (4) feet above finished floor with 1-1/4" x 8 1/4" bent steel strap anchors

welded to backs of angles at each end and approximately sixteen (16) inches o.c. Set and adjust guards to finish flush with adjacent surfaces.

K. Floor Access Door: Provide Bilco Type T (single leaf) aluminum floor access door for interior use, as indicated; smooth pattern plate with extruded aluminum molding, height to accommodate 1/8" tile flooring set into the assembly, fastened to the cover to receive flooring. Provide extruded aluminum frame and manufacturer's standard hardware; access doors as manufactured by Bilco or approved equal; size as shown on drawings. Cover shall be reinforced to support a minimum live load of 150 psf with a maximum deflection of 1/150th of the span. Finish shall be mill finish aluminum with bituminous coating applied to the exterior of the frame.

L. Sleeves in Concrete Walls and Slabs

1. Sleeves through concrete walls shall be of Schedule 40 steel pipe with i.d. two (2) inches larger than o.d. of pipe or conduit (including insulation, if any) to be accommodated. Sleeves shall project one-half (1/2) inch on each side of finished wall. Provide rectangular one-quarter (1/4) inch steel plate collar at center, continuously welded to the perimeter of the sleeve, and six (6) inches wider than the o.d.

2. Slots in slabs shall be 12 gauge steel sheet, galvanized, of dimensions indicated, with strap anchors welded in place not more than twelve (12) inches on centers.

PART 3 EXECUTION

3.1 INSPECTION

A. Examine the areas and conditions where miscellaneous metal is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 ERECTION

A. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing miscellaneous metal fabrications to in-place construction; including threaded fasteners for concrete and masonry inserts, toggle bolts, throughbolts, lag bolts, wood screws, and other connectors as required.

B. Cutting, Fitting and Placement: Perform cutting, drilling and fitting required for installation of miscellaneous metal fabrications. Set work accurately in location, alignment and elevation, plumb, level, true and free of rack, measured from established lines and levels. Provide temporary bracing or anchors in formwork for items which are to be built into concrete, masonry, or similar construction.

C. Fitting Connections: Fit exposed connections accurately together to form tight hairline joints. Weld connections which are not to be left as exposed joints, but cannot be shop welded because of shipping size limitations. Grind exposed joints smooth and touch up shop paint coat. Do not weld, cut or abrade the surfaces of exterior units which have been hot dip galvanized after fabrication, and are intended for bolted or screwed field connections.

D. Field Welding: Comply with AWS Code for procedures of manual shielded metal-arc welding, appearance, and quality of welds made, and methods used in correcting welding work.

E. Touch-Up 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. Apply by brush or spray to provide a minimum dry film thickness of 2.0 mils.

F. Field Touch-Up of Galvanized Surfaces: Touch-up shop applied galvanized coatings damaged during handling and installation. Use galvanizing repair coating specified herein for galvanized surfaces.

END OF SECTION

SECTION 06 1000

WOOD FRAME CONSTRUCTION

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

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

1.2 SECTION INCLUDES

A. The Work of this Section includes all labor, materials, equipment, and services necessary to complete the wood frame construction, as shown on the drawings and/or specified herein, including, but not limited to, the following:

1. Exterior wall framing with oriented strand board (OSB) or plywood sheathing.

2. Interior partition framing except where metal studs are used.

3. Floor framing with plywood sub-floor and underlayment.

4. Ceiling framing.

5. Roof framing with plywood sheathing.

6. Blocking and rough hardware.

7. Refer to Structural Drawings for all structural requirements.

1.3 RELATED SECTIONS

A. Carpentry - Section 062000.

B. Thermal Insulation - Section 072100.

C. Gypsum Drywall - Section 092900.

1.4 REFERENCES

A. Lumber Standards: Comply with PS 20 and with applicable rules of the respective grading and inspecting agencies for species and products used.

B. Plywood Product Standards: Comply with PS 1 (ANSI A 199.1) or, for products not manufactured under PS 1 provisions, with applicable APA Performance Standard for type of panel specified.

1.5 SUBMITTALS

A. Wood Treatment Data: Submit treatment manufacturer's instructions for proper use of each type of treated material.

1. Pressure Treatment: For each type specified, include certification by treating plant stating chemicals and process used, net amount of preservative retained and conformance with applicable standards. Include statement that moisture content of treated materials was reduced to a maximum of 19% prior to shipment.

1.6 PRODUCT HANDLING

A. Delivery and Storage: Keep materials dry at all times. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber and plywood, and provide air circulation within stacks.

1.7 JOB CONDITIONS

A. Coordination: Fit carpentry work to other work; scribe and cope as required for accurate fit. Correlate location of furring, nails, blocking, grounds and similar supports to allow proper attachment of other work.

PART 2 PRODUCTS

2.1 WOOD MATERIALS

A. Lumber, General

1. Factory-mark each piece of lumber with type, grade, mill and grading agency, except omit marking from surfaces to be exposed with transparent finish or without finish.

2. Nominal sizes are indicated, except as shown by detail dimensions. Provide actual sizes as required by PS 20, for moisture content specified for each use.

3. Provide seasoned lumber with 19% max. moisture content at time of dressing.

B. Framing Lumber and Miscellaneous Lumber (2" through 4" thick and less than 6" wide): For light framing and miscellaneous lumber (furring, grounds, blocking), provide No. 2 grade lumber for stud framing and "Standard" grade for other light framing, any species.

C. Structural Framing (2" through 4" thick and 6" or wider): Refer to Structural Drawings.

D. Plywood

1. For roof sheathing, provide APA Structural 1 Rated Sheathing, Exposure 1, with span rating to suit joist spacing; thickness as noted on drawings.

2. For wall sheathing, provide APA Structural 1 Rated Sheathing, Exposure 1, with span rating to suit stud spacing; thickness as noted on drawings.

3. For sub-flooring, provide tongue and groove APA Sturd-I-Floor, Exposure 1, with span rating to suit joist spacing; thickness as noted on drawings.

4. For underlayment over sub-flooring, provide APA Underlayment INT with exterior glue, thickness as noted on drawings.

E. Oriented Strand Board

1. Wall Sheathing: Exposure 1, Structural I sheathing.

a. Basis-of-Design Product: Subject to compliance with requirements, provide Huber Engineered Woods LLC; AdvanTech Sheathing.

b. Nominal Thickness: 7/16".

c. Span Rating: Per Structural Requirements.

d. Edge Profile: Square edge.

e. Provide fastening guide on top panel surface with pre-spaced fastening symbols for 16" o.c. spacings.

2. Roof Sheathing: Exposure 1, Structural I sheathing.

a. Basis-of-Design Product: Subject to compliance with requirements, provide Huber Engineered Woods LLC; AdvanTech Sheathing.

b. Thickness: 5/8".

c. Span Rating: Per Structural Requirements.

d. Edge Profile: Square edge.

e. Provide fastening guide on top panel surface with pre-spaced fastening symbols for 16" and 24" o.c. spacings.

F. Pressure treat wood sills, sleepers, blocking, furring, stripping and similar concealed members in contact with masonry or concrete, using water-borne preservatives complying with AWPA U1. After treatment, kiln dry to a max. moisture content of 19%.

1. Complete fabrication of treated items prior to treatment, where possible. If cut after treatment, coat cut surfaces with heavy brush coat of same chemical used for treatment.

2.2 MISCELLANEOUS MATERIALS

A. Air Barrier: "Commercial Tyvek" as manufactured by DuPont, or equal.

B. Building Paper: Asphalt saturated felt, 30 lb. non-perforated, complying with ASTM D 226.

C. Provide metal hangers and framing anchors equal to Simpson Ty-Down, Rafter Anchors, and Joist & Beam Hangers, or approved equal.

D. Fasteners: Provide size, type, material and finish as indicated and as recommended by applicable standards, complying with applicable Federal Specifications for nails, staples, screws, bolts, nuts, washers and anchoring devices.

E. Where rough carpentry work is exposed to weather or in ground contact, provide fasteners and anchorages with a hot-dip zinc coating (ASTM A 153).

PART 3 EXECUTION

3.1 INSPECTION

A. Examine the areas and conditions where wood frame construction is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION

A. General

1. Discard units of material with defects which might impair quality of work, and units which are too small to use in fabricating work with minimum joints or optimum joint arrangement.

2. Set carpentry work accurately to required levels and lines, with members plumb and true and accurately cut and fitted.

3. Securely attach carpentry work to substrate by anchoring and fastening as shown and as required by recognized standards. Countersink nail heads on exposed carpentry work and fill holes.

    a. Use common wire nails, except as otherwise indicated. Use finishing nails for finish work. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood; predrill as required.

B. Wood Grounds, Nailers, Blocking and Sleepers:

1. Provide wherever shown and where required for screeding or attachment of other work. Form to shapes as shown and cut as required for true line and level of work to be attached. Coordinate location with other work involved.

2. Attach to substrates as required to support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise shown. Build into masonry during installation of masonry work. Where possible, anchor to formwork before concrete placement.

3. Provide permanent grounds of dressed lumber not less than 1-1.2" wide and of thickness required to bring face of ground to exact thickness of finish material involved.

C. Wood Framing, General

1. Provide framing members of sizes and on spacings shown, and frame openings as shown, or if not shown, comply with "Details for Conventional Wood Frame Construction" of AFPA. Do not splice structural members between supports.

2. Anchor and nail to comply with the following minimum standards:

    a. Blocking to joist bearing: Two 10d toenailed each side

    b. Blocking to joist or stud: Two 10d toenailed each side

    c. One inch brace to stud: Two 8d face nailed

    d. Two inch brace to stud: Two 16d face nailed

    e. Bridging to joint: Two 8d toenailed

    f. Built-up beams 8" or less in depth: 16d at 12" o.c., staggered

    g. Joists to support: Two 10d toenailed each side

    h. At laps 12" min.: Four 16d face nailed

    i. Multiple joists: 16d at 12" o.c., staggered

    j. Joists to sill or girder: Two 16d toenailed

k. 1" furring to underside of joints: Two 8d (one straight; one slanted)

l. 2" furring to underside of joints: Two 16d (one straight; one slanted)

m. Studs toenailed to plate: Two 10d each side

n. Studs end nailed to plate: Two 16d at 12" o.c., staggered

o. Plates: Upper to lower: 16d at 12" o.c., staggered

p. At splices: Two 16d face nailed

q. Plate lap at corners: Two 16d face nailed

3. Firestop concealed spaces with wood blocking not less than 2" thick, if not blocked by other framing members. Provide blocking at each building story level and at ends of joist spans.

D. Stud Framing

1. General: Provide stud framing where shown. Unless otherwise shown, use 2" x 4" wood studs spaced 16" o.c. with 4" face perpendicular to direction of wall or partition. Provide single bottom plate and double-top plates 2" thick by width of studs; except single top plate may be used for non-load-bearing partitions. Nail or anchor plates to supporting construction.

2. Construct corners and intersections with not less than 3 studs. Provide miscellaneous blocking and framing as shown and as required for support of facing materials, fixtures, specialty items and trim.

3. Frame openings with multiple studs and headers. Provide nailed header members of thickness equal to width of studs. Set headers on edge and support on jamb studs.

a. For non-bearing partitions, provide double-jamb studs and headers not less than 4" deep for openings 3' and less in width, and not less than 6" deep for wider openings.

b. For load-bearing partitions, provide double-jamb studs for openings 6'-0" and less in width, and triple-jamb studs for wider openings. Provide headers of depth shown, or if not shown, provide as recommended by N.F.P.A. "Manual for House Framing."

E. Joist Framing

1. General: Provide framing of sizes and spacings shown. Install with crown edge up and support ends of each member with not less than 1-1/2" of bearing on wood or metal, or 3" on masonry. Attach to wood bearing members by toe nailing or metal connectors; frame to wood supporting members with wood ledgers as shown, or if not shown, with metal connectors. Fire-cut members built into masonry (if any). Frame openings with headers and trimmers supported by metal joist hangers; double headers and trimmers where span of header exceeds 4'-0". Do not notch in middle third of joists; limit notches to 1/6-depth of joist, 1/3 at ends. Do not bore holes larger than 1/3-depth of joist or locate closer than 2" from top or bottom. Provide solid blocking (2" thick by depth of joist) at ends of joists unless nailed to header or band member.

2. Lap members framing from opposite sides of beams, girders or partitions not less than 4" or securely tie opposing members together. Provide solid blocking (2" thick by depth of joist) over supports.

3. Anchor members paralleling masonry with 1/4" x 1-1/4" metal strap anchors spaced not more than 8'-0" o.c. Extend anchors at least 4" into masonry, turn up 4" and extend over and fasten to 3 joists.

4. Under jamb studs at openings, provide solid blocking between joist.

5. Under non-load-bearing partitions, provide double joists separated by solid blocking equal to depth of studs above. Provide triple-joists separated as above, under partitions receiving ceramic tile and similar heavy finishes or fixtures, unless otherwise shown.

6. Provide bridging between joists where nominal depth-to-thickness ratio exceeds 4, at intervals of 8'-0". Use bevel cut 1" x 4" or 2" x 3" wood bracing, double-crossed and nailed both ends to joists, or use solid wood bridging 2" thick by depth of joist, end nailed to joist.

F. Rafter and Ceiling Joist Framing

1. Ceiling Joists: Provide member size and spacing shown, and as previously specified for joist framing. Face nail to ends of parallel framing members.

2. Rafters: Provide member size and spacing shown. Notch to fit exterior wall plates and toe nail or use special metal framing anchors. Double rafters to form heads and trimmers at openings in roof framing (if any), and support with metal hangers. Where rafters abut at ridge, place directly opposite each other and nail to ridge member or use metal ridge hangers.

   a. At valleys, provide valley rafter of size shown, or if not shown, provide rafter twice as thick as regular rafters and 2" deeper. Bevel ends of jack rafters for full bearing against hip rafters.

3. Provide collar beams (ties) as shown, or if not shown, provide 1" x 6" boards between every third pair of framing members. Locate below ridge member, one third of distance to ceiling joists. Cut ends to fit slope and nail to framing.

4. Provide special framing as shown for eaves, overhangs, dormers and similar conditions, if any.

G. Plywood Roof Sheathing

1. Install plywood roof sheathing with long dimension across supports, using panels continuous over 2 or more spans with end joints between panels staggered and located over center of supports.

   a. Nail 6" o.c. along panel edges and ends and 12" o.c. at intermediate supports for spans less than 48" using 6d common nails for panels 1/2" or less, 8d common nails for panels over 1/2" but less than 1" thick, and 8d ring shank or spiral thread nails or 10d common nails for panels 1" or more thick. For spans 48" or greater, space nails 6" o.c. at all supports.

   b. Provide support at unsupported long edges with "Plyclips" or wood blocking.

2. Allow 1/8" open space between end joints and 1/4" open space between edge joints for expansion and contraction of panels.

H. Plywood or OSB Wall Sheathing: Install wall sheathing horizontally or vertically using panels continuous over 2 or more spans. Nail edges and ends over supports at 6" o.c. and at 12" o.c. over intermediate studs using 6d nails for panels not more than 1/2" thick and 8d nails for thicker panels. Allow 1/8" spacing at panel ends and 1/4" at panel edges.

1. Apply one layer of building paper over sheathing as specified herein.

I. Plywood Flooring

1. Sub-Floor: Install T & G plywood with the long dimension of the panel across supports and with panel continuous over two or more spans. Panel end joints shall occur over framing. Allow 1/8" spacing at panel ends and edges. Nail 6" o.c. along panel edges and 10" o.c. at intermediate supports with 6d common nails for 1/2" panels, 8d for greater thicknesses. Where panels are 1-1/8" or 1-1/4" thick and supports are 48" o.c., nails shall be 8d ring-shank or 10d common and spaced 6" o.c. at all supports.

2. Underlayment: Panels to receive resilient floor coverings shall have edge joints filled and thoroughly sanded. Apply underlayment just prior to laying finish floor and protect against damage until finish floor is installed. Stagger panel end joints with respect to each other and offset all joints with respect to the joints in the subfloor. Butt panel ends and edges to a close but not tight fit (allow 1/32" space). Nail 6" o.c. along panel edges and 8" o.c. each way throughout remainder of panel with 3d ring-shank nails for thicknesses 1/3" or less, 4d for 5/8" and 3/4", or use 15 ga. staples at 3" o.c. along panel edges and 6" o.c. each way. Staple length must be sufficient to penetrate at least 5/8" into or completely through, subflooring. Lightly sand any surface roughness, particularly at joints and around nails.

END OF SECTION

SECTION 06 2000

CARPENTRY

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

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

1.2 SECTION INCLUDES

A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the carpentry work as shown on the drawings and/or specified herein, including, but not limited to, the following:

1. Blocking and miscellaneous wood.

2. Plywood backing panels for telephone and electrical closets.

3. Wood roof access ladder.

4. Rough hardware.

5. Installation only of finish hardware.

6. Installation only of doors and hollow metal frames.

1.3 RELATED SECTIONS

A. Architectural Woodwork - Section 064023.

B. Roofing - Division 7.

C. Steel Doors and Frames - Section 081113.

D. Wood Doors - Section 081416.

E. Finish Hardware - Section 087100.

1.4 QUALITY ASSURANCE

A. Lumber Standard: Comply with PS 20.

B. Plywood Standard: Comply with PS 1 and American Plywood Assoc. (APA).

C. Shop fabricate carpentry work to the extent feasible and where shop fabrication will result in better workmanship than feasible for on-site fabrication.

D. Grade Marks: Identify lumber and plywood by official grade mark.

1. Lumber: Grade stamp to contain symbol of grading agency certified by Board of Review, American Lumber Standards Committee, mill number or name, grade of lumber, species

grouping or combination designation, rules under which graded where applicable, and condition of seasoning at time of manufacture.

a. S-Dry: Maximum nineteen (19) percent moisture content as per ASTM D 2016.

b. MC-15 or KD: Maximum of fifteen (15) percent moisture content.

E. Installation of doors, frames and hardware shall conform to the minimum standards of "Installation Guides for Doors and Hardware" of the Door and Hardware Institute.

1.5 SUBMITTALS

A. Pressure Treatment: Include certification by treating plant stating chemicals and process used, net amount of salts retained and conformance with applicable standards.

B. Fire-Retardant Treatment: Include certification by treating plant that treatment material complies with governing ordinances and that treatment will not bleed through finished surfaces.

1.6 PRODUCT HANDLING

A. Deliver carpentry materials to the site ready to use with each piece of lumber clearly marked as to grade, type and mill, and place in an area protected from the elements.

B. Deliver rough hardware in sealed kegs and/or other containers which shall bear labels as to type and kind.

C. Pile lumber for rough usage, when delivered to the site in stacks to insure drainage and with a minimum clearance of six (6) inches above grade. Cover stacks with tarpaulins or other watertight coverings. Store grounds and similar small sized lumber inside the building as soon as possible after delivery.

D. Do not store seasoned lumber in wet or damp portions of the building.

E. Protect fire retardant treated materials against high humidity and moisture during storage and erection.

F. Remove delivered materials which do not conform to specified grading rules or are otherwise not suitable for installation from the job site and replace with acceptable materials.

G. All items specified in Section 087100 of this specification entitled "Finish Hardware" shall be received, accounted for, stored and applied under this Section.

H. Hardware shall be sorted and stored in space assigned by Contractor and shall be kept at all times under lock and key. The safety and preservation of all items delivered will be the responsibility of the Contractor.

1.7 JOB CONDITIONS

A. Installer must examine the substrates and supporting structure and the conditions under which the carpentry work is to be installed, and notify the Contractor in writing of conditions detrimental to the work. Do not proceed with the installation until unsatisfactory conditions have been corrected in a manner acceptable to the Installer and the Architect.

B. Coordination: Fit carpentry work to other work; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds and similar supports to allow proper attachment of other work.

PART 2 PRODUCTS

2.1 WOOD MATERIAL

A. General

1. All wood shall be sound, flat, straight, well seasoned, thoroughly dry and free from all defects. Warped or twisted wood shall not be used.

2. For miscellaneous wood blocking, grounds, furring as required, use Utility Grade Coastal Douglas Fir or Southern Pine, free from knots, shakes, rot or other defects, straight, square edges and straight grain, air seasoned with maximum moisture content of nineteen (19) percent. Wood shall be S4S, S-Dry, complying with PS- 20.

3. Plywood and rough carpentry for telephone and electrical closets, provide 3/4" thick C-D EXT-APA plywood, fire retardant treated as specified herein.

B. Wood Treatment

1. All interior wood material specified herein shall be fire retardant treated to comply with the AWPA standard U1 to achieve a flame spread rating of not more than 25 (UL Class "FR-S") when tested in accordance with UL Test 723 or ASTM E 84. The fire retardant chemicals used to treat the lumber must comply with FR-1 of AWPA Standard P49 and be free of halogens, sulfates and ammonium phosphate. a. After treatment, kiln dry to a moisture content of fifteen (15) percent; if wood is to be painted or finished, kiln dry to a moisture content of twelve (12) percent. Treatment shall be equal to "Dricon" made by Arch Wood Protection Inc. or approved equal. Provide UL approved identification on treated materials.

2. For exterior blocking, roofing and sheet metal, pressure treat wood with copper azole, Type B (CA-B); ammoniacal copper quat (ACQ) or similar preservative product that contains no arsenic or chromium. Preservative shall comply with AWPA Standard U1, (.25 lbs./cubic foot of chemical in wood).

   a. After treatment, kiln dry to a maximum moisture content of fifteen (15) percent. Treatment shall be equal to "Wolmanized Natural Select" made by Arch Wood Protection Inc. or approved equal.

3. Treated wood which is cut or otherwise damaged shall be further treated in accordance with the AWPA Standard M-4.

2.2 HARDWARE

A. Rough Hardware for Treated Woods and Exterior Use: Hot-dipped galvanized or Type 304 stainless steel.

B. Nails: Common steel wire, untreated for interior work as per ASTM F 1667.

C. Bolts: Standard mild steel, square head machine bolts with square nuts and malleable iron or steel plate washers or carriage bolts with square nuts and cut washers conforming to the following:

1. Bolts: ASTM A 307, Grade A.

2. Nuts: ASTM A 563.

3. Lag Screws and Bolts: ASME B 18.2.1.

D. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.

1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.

2. Material for Treated Woods and Exterior Use: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2.

E. Wood Screws: ASME B 18.6.1.

F. Concrete and Masonry Anchors: Standard expansion-shield self-drilling type concrete anchors where so shown or noted on the drawings, or where approved by the Architect.

PART 3 EXECUTION

3.1 INSPECTION

A. Examine the areas and conditions where carpentry is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION OF FINISH HARDWARE

A. Hardware shall be carefully fitted and securely attached, in accordance with these specifications and the instructions of the various manufacturers.

B. Unless otherwise noted, mount hardware units at heights established in Section 081113.

C. Install each hardware item in compliance with the manufacturer's instructions and recommendations. Wherever cutting and fitting is required to install hardware onto or into surfaces which are later to be painted or finished in another way, install each item completely and then remove and store in a secure place during the finish application. After completion of the finishes, re-install each item. Do not install surface-mounted items until finishes have been completed on the substrate.

D. Set units level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.

E. Drill and countersink units which are not factory prepared for anchorage fasteners. Space fasteners and anchors in accordance with industry standards.

F. Cut and fit threshold and floor covers to profile of door frames, with mitered corners and hair-line joints. Join units with concealed welds or concealed mechanical joints. Cut smooth openings for spindles, bolts and similar items, if any.

G. All keys used shall be construction keys which are to be tagged with fiber discs as approved, clearly labeled with identifying inscriptions and then neatly arranged in a temporary cabinet. All construction keys shall be returned to the Owner.

H. Adjusting and Cleaning

1. Adjust and check each operating item of hardware and each door, to ensure proper operation and function of every unit. Lubricate moving parts with type lubrication recommended by

manufacturer (graphite type if no other recommended). Replace units which cannot be adjusted and lubricated to operate freely and smoothly as intended for the application made.

2. Final Adjustment: Wherever hardware installation is made more than one month prior to acceptance or occupancy of a space or area, return to the work during the week prior to acceptance or occupancy, and make a final check and adjustment of all hardware items in such space or area. Clean and re-lubricate operating items as necessary to restore proper function and finish of hardware and doors. Adjust door control devices to compensate for final operation of heating and ventilating equipment.

3.3 INSTALLATION OF DOORS AND FRAMES

A. Preparation

1. Remove welded-in shipping spreaders installed at factory.

2. Prior to installation and with installation spreaders in place, adjust and securely brace standard steel door frames for squareness, alignment, twist, and plumb to the following tolerances:

   a. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.

   b. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.

   c. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.

   d. Plumbness: Plus or minus 1/16 inch, measured at jambs on a perpendicular line from head to floor.

3. Drill and tap doors and frames to receive non-templated mortised and surface-mounted door hardware.

B. Installation

1. General: Provide doors and frames of sizes, thicknesses, and designs indicated. Install steel doors and frames plumb, rigid, properly aligned, and securely fastened in place; comply with Drawings and manufacturer's written instructions.

2. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.

   a. Install frames in accordance with ANSI 250.11-20001, Recommended Erection Instructions for Steel Frames, unless more stringent requirements are specified herein.

   b. At fire-protection-rated openings, install frames according to NFPA 80.

   c. Where frames are fabricated in sections due to shipping or handling limitations, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.

   d. Install frames with removable glazing stops located on secure side of opening.

e. Frames set in masonry walls shall have door silencers installed in frames before grouting.

f. Remove temporary braces necessary for installation only after frames have been properly set and secured.

g. Check plumb, squareness, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.

3. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor and secure with post-installed expansion anchors.

a. Floor anchors may be set with powder-actuated fasteners instead of postinstalled expansion anchors if so indicated and approved on Shop Drawings.

4. Metal-Stud Partitions: Solidly pack mineral-fiber insulation behind frames conforming to the requirements of Section 072100, "Thermal Insulation."

5. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with mortar; refer to Section 042000 "Unit Masonry" for installation of frames in masonry walls.

6. In-Place Concrete or Masonry Construction: Secure frames in place with 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 post-installed expansion anchors through floor anchors at each jamb. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.

8. Ceiling Struts: Extend struts vertically from top of frame at each jamb to supporting construction above, unless frame is anchored to masonry or to other structural support at each jamb. Bend top of struts to provide flush contact for securing to supporting construction above. Provide adjustable wedged or bolted anchorage to frame jamb members.

9. Installation Tolerances: Adjust steel door frames for squareness, alignment, twist, and plumb to the tolerance given in HMMA 841 of ANSI/NAAMM, current edition.

10. Steel Doors: Fit hollow metal doors accurately in frames to the tolerances given in HMMA 841 of ANSI/NAAMM, current edition.

a. Fire-Rated Doors: Install doors with clearances according to NFPA 80.

11. Glazing: Comply with installation requirements in Division 8 Section "Glass and Glazing" and with standard steel door and frame manufacturer's written instructions.

a. Secure stops with countersunk flat- or oval-head machine screws spaced uniformly not more than 9 inches o.c., and not more than 2 inches o.c. from each corner.

C. Wood Doors

1. Condition doors to average prevailing humidity in installation area prior to hanging.

2. Install doors in accordance with manufacturer’s instructions.

3. Fit door to frames and machine for hardware to whatever extent not previously worked at factory as required for proper fit and uniform clearance at each edge.

4. Clearances: Install doors to meet clearance requirements specified in Section 081416.

5. Fire-Rated Doors: Install in corresponding fire-rated frames in accordance with the requirements of NFPA No. 80. Provide clearances complying with the limitations of the authority having jurisdiction.

D. Adjustments: Check and readjust operating finish hardware items just prior to final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including doors or frames which are warped, bowed or otherwise unacceptable.

3.4 BLOCKING AND MISCELLANEOUS WOOD

A. General

1. Erect rough carpentry true to line, levels and dimensions required; squared, aligned, plumbed, and securely fastened in place.

2. Shim where required to true up furring, blocking and the like. Use wood or metal shims only.

3. Do all cutting, fitting, drilling and tapping of other work as required to secure work in place and to perform the work included herein. Do all the cutting and fitting of carpentry work, for the work of other trades as required.

B. Blocking and Miscellaneous Wood

1. Furnish and install all wood grounds, furring, blocking, curbs, bucks, nailers, etc., that may be necessary and required in connection with the carpentry and with the work described for any other trades and including required carpentry for electrical fixtures. All blocking and nailers shall be continuous wherever required, whether or not so indicated.

2. Blocking shall be as required for the proper installation of the finished work and for items in mechanical sections as required. Blocking, edgings, stops, nailing strips, etc., shall be continuous, unless distinctly noted otherwise. Provide blocking as required to install all equipment. Provide blocking and nailers where shown or required to fasten interior sheet metal work.

3. Fastening for wood grounds, furring and blocking shall be of metal and of type and spacing as best suited to conditions. Hardened steel nails, expansion screws, toggle bolts, self-clinching nails, metal plugs, inserts or similar fastenings shall be used, of suitable type and size to draw the members into place and securely hold same.

C. Rough Lumber for Roofing and Sheet Metal

1. Furnish and install all wood nailing strips and wood blocking required in connection with respective types of roofing, fans, flashings, and sheet metal work, using preservative treated wood as herein before specified.

2. Wood blocking shall be of sizes and shapes as indicated on the drawings and/or designed for the reception of curb flashings for roof ventilators and similar items.

3. All nailing strips and blocking shall be carried out in accordance with the printed installation instructions, and/or recommendations of the accepted manufacturer of the roofing materials, and in coordination and cooperation with the sheet metal work trades.

4. All blocking and nailing strips shall be firmly secured in place using counter bored bolt and nut fastenings, or secured by any other proposed flush surfaced fastenings.

5. Wood nailing strips or blocking required to be embedded in concrete work shall be furnished in time due for placing, prior to start of concrete operations. Locations and spacings of nailing strips or blocking shall be performed in coordination with the concrete trades, as required for respective installations.

3.5 TELEPHONE AND ELECTRICAL EQUIPMENT MOUNTING BOARDS

A. Furnish and install 3/4" thick plywood panels to the walls of the telephone and electrical equipment rooms in accordance with the requirements of the local utility company.

B. Secure to wall using proper devices for substrates encountered, spaced twelve (12) inches o.c., maximum around the edges, 1-1/2" from corners, and in three (3) rows of three (3) each in the field. Recess fastening devices flush with the plywood surface. Adjacent panels shall be butted with 1/16" space between without lapping.

3.6 ROUGH HARDWARE

A. Securely fasten rough carpentry together. Nail, spike, lag screw or bolt as required by conditions encountered in the field and the Contract Documents.

B. Provide rough or framing hardware, such as nails, screws, bolts, anchors, hangers, clips, inserts, miscellaneous fastenings, and similar items of the best quality and of the proper size and kind to adequately secure the work together and in place, in a rigid and substantial manner.

C. Secure rough carpentry to masonry with countersunk bolts in expansion sleeves or other acceptable manner, with fastenings not more than sixteen (16) inches apart. Secure woodwork to hollow masonry with toggle bolts spaced not more than sixteen (16) inches apart.

D. Countersink bolts in nailers and other rough woodwork and include washers and nuts. Cut bolts off flush with surfaces and peen as may be required to receive finished work.

E. Inserts to secure wood nailers to concrete shall be malleable iron threaded inserts with 3/8" diameter bolts of length to allow for countersinking. Locate at end of each nailer and at intervals not exceeding thirty (30) inches o.c.

F. Furnish to the mason for building into the work, or attaching the work which is to be built in, anchors, bolts, wall plates bolted to masonry, corrugated wall plugs, nailing blocks, etc., which are required for the proper fastening and installation for the work or other items as called for in this Section.

G. Detailed instructions with sketches of necessary requirements, shall be given to the masonry trade showing the location and other details of such nailing devices.

3.7 CLEANING UP

A. General: Keep the premises in a neat, safe and orderly condition at all times during execution of this portion of the work, free from accumulation of sawdust, cut-ends and debris.

B. Sweeping

1. At the end of each working day, or more often if necessary, thoroughly sweep all surfaces where refuse from this portion of the work has settled.

2. Remove the refuse to the area of the job site set aside for its storage.

3. Upon completion of this portion of the work, thoroughly broom clean all surfaces.

END OF SECTION

SECTION 06 8316

FIBERGLASS-REINFORCED PANELING

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

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

1.2 SECTION INCLUDES

A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the fiberglass-reinforced paneling as shown on the drawings and/or specified herein, including, but not limited to, the following:

1. Fiberglass-reinforced plastic (FRP) panels.

2. Moldings.

1.3 RELATED SECTIONS

A. Gypsum Drywall - Section 092900.

1.4 QUALITY ASSURANCE

A. Installer: A firm which has at least three years' experience in work of the type required by this section and which is acceptable to the manufacturers of the primary materials.

B. Source: Provide plastic panels which are the products of one manufacturer. Provide secondary materials, moldings and accessories which are acceptable to the panel manufacturer.

C. In-Place Samples: Before beginning primary work of this section, provide typical in-place samples of each item and type of work at locations acceptable to the Architect and obtain the Architect's acceptance of visual qualities.

1. Size of Sample: Not less than 32 square feet.

2. Intent of Sample: The intent of the in-place sample is to obtain approval of a typical installation as early as possible so that problems, if any, can be corrected before the problem is repeated.

3. Sample Disposition: Acceptable in-place samples may be incorporated into the finished work. Protect and maintain acceptable in-place samples throughout the work of this section to serve as criteria for acceptance of the work

D. Burning Characteristics: Provide materials whose surface burning characteristics, when tested in compliance with ASTM E 84 are classified as Class A or Class 1.

1.5 SUBMITTALS

A. Product Data: Submit manufacturer's product data, installation instructions, use limitations and recommendations for each material used. Provide certifications stating that materials comply with requirements.

B. Initial Selection Samples: Submit minimum 3" x 3" samples showing complete range of colors, textures, and finishes available for each material used.

C. Shop drawing of proposed panel seaming plan.

1.6 DELIVERY, STORAGE AND HANDLING

A. Deliver materials and products in unopened factory labeled packages. Store and handle in strict compliance with manufacturer's instructions and recommendations. Protect from all possible damage. Sequence deliveries to avoid delays, but minimize on-site storage.

PART 2 PRODUCTS

2.1 FIBERGLASS-REINFORCED PANELING

A. Products: Provide "Glasbord FX" FRP panels as manufactured by Crane Composites, Inc., or equal product by Marlite, Glasteel Fiberglass Reinforced Panels, Varietex or approved equal.

B. Panel Characteristics: Provide one of the specified products having the following characteristics:

1. Thickness: Not less than 0.09" thick.

2. Texture #1: Manufacturer's standard pebble texture for ceiling applications.

3. Texture #2: Manufacturer’s beaded or vertically striated texture for all walls.

4. Panel Size: Provide largest sizes available to minimize joints and seams.

5. Colors: Provide panels and matching moldings and rivets as selected by the Architect from the manufacturer's standard colors.

C. Moldings: Provide vinyl moldings as recommended and approved by the panel manufacturer.

D. Panel Fasteners: Provide nylon rivets recommended by manufacturer for installing reinforced plastic panels to gypsum drywall and metal stud substrates. Do not use any metal in rivets.

E. Accessories: Provide all necessary sealants, components and accessories as recommended by panel manufacturer for a complete, sanitary, easy-to-clean installation. Use only sanitary, mold inhibiting USDA approved silicone sealant.

PART 3 EXECUTION

3.1 INSTALLATION

A. Pre-Installation Examination Required: The Installer shall examine previous work, related work, and conditions under which this work is to be performed and notify Contractor in writing of all deficiencies and conditions detrimental to the proper completion of this work. Beginning work means Installer accepts substrates, previous work, and conditions. No installation of FRP panels shall proceed until Architect has approved installer’s shop drawing for seaming plan.

B. Manufacturer's Instructions: Strictly comply with manufacturer's instructions and recommendations, except where more restrictive requirements are specified in this section.

C. Installation: Mechanically attach panels to substrates indicated using non-metallic rivets at spacing recommended by panel manufacturer. Provide expansion clearance at all panel edges as required by manufacturer, but make sure moldings cover panel edges. Gaps are not permitted.

1. Trim and Molding: Provide moldings at all edges, joints, seams and corners. Provide moldings having the easiest to clean shapes and profiles available.

2. Sealing: Seal all edges, joints, seams, and corners as the work progresses.

D. Tolerances: The following allowable installed tolerances are allowable variations from locations and dimensions indicated by the Contract Documents and shall not be added to allowable tolerances indicated for other work.

1. Allowable Variation from True Plumb, Level, and Line: ± 1/8" in 20'-0".

2. Allowable Variation from True Plane: 1/8" in 10'-0".

3.2 CLEANING AND PROTECTION

A. Cleaning: Clean exposed surfaces using non-abrasive materials and methods recommended by manufacturer of material or product being cleaned. Remove and replace work that cannot be successfully cleaned or repaired.

B. Protection: Provide temporary protection to ensure work is without damage or deterioration at time of final acceptance. Remove protections and re-clean as necessary immediately before final acceptance.

END OF SECTION

SECTION 07 2100

THERMAL INSULATION

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

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

1.2 SECTION INCLUDES

A. The Work of this Section includes all labor, materials, equipment, and services necessary to complete the thermal insulation as shown on the drawings and/or specified herein, including, but not limited to, the following:

1. Insulation under slabs-on-grade.

2. Foundation wall insulation.

3. Concealed semi-rigid insulation.

4. Rigid insulation within exterior wall construction.

5. Miscellaneous blanket insulation.

6. Spray foam insulation.

7. Attachment devices.

1.3 RELATED SECTIONS

A. Cast-in-Place Concrete - Section 033000.

B. Unit Masonry - Section 042000.

C. Roof insulation - Division 7.

D. Firestops and Smokeseals - Section 078413.

E. Gypsum Drywall - Section 092900, for acoustical insulation.

F. Earthwork - Division 31.

1.4 SUBMITTALS

A. Submit product data for each type of product indicated, including re-cycled content.

B. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for insulation products.

1.5 QUALITY ASSURANCE

A. Surface-Burning Characteristics: As determined by testing identical products according to ASTM E 84 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

B. Vertical and Lateral Fire Propagation Test Characteristics: The exterior wall assembly is required to comply with NFPA 285 "Standard Method of Test for the Evaluation of Flammability Characteristics of Exterior Nonload-bearing Wall Assemblies Containing Combustible Components." The base wall, stud cavity insulation, wall sheathing, air barrier, continuous wall rigid insulation and exterior cladding are components that are required to be to be evaluated as part of this specific assembly test. The basis of design product listed herein is a component of the design test assembly selected by the Architect.

1.6 DELIVERY, STORAGE AND HANDLING

A. Deliver materials to the site ready for use in the manufacturer's original and unopened containers and packaging, bearing labels as to type and brand. Delivered materials shall be identical to approved samples.

B. Store materials under cover in a dry and clean location, off the ground. Remove materials which are damaged or otherwise not suitable for installation and replace with acceptable materials.

C. Take every precaution to prevent the insulation from becoming wet. Cover with tarps or other weather/watertight sheet goods.

PART 2 PRODUCTS

2.1 FOUNDATION WALL AND UNDERSLAB INSULATION

A. Provide extruded polystyrene board insulation equal to "Styrofoam" manufactured by Dow Chemical Co., or approved equal made by Owens Corning or PACTIV Building Products, conforming to ASTM C 578, Type IV, with a maximum flame spread and smoke developed indices of 75 and 450 respectively.

B. Insulation shall have an aged R value of not less than 5/inch; shall be 2" thick unless otherwise noted on the drawings.

2.2 CONCEALED SEMI-RIGID BUILDING INSULATION

A. Provide semi-rigid mineral wool insulation equal to "Thermafiber FS-25" made by the Thermafiber Co. or equal made by Fibrex or Roxul conforming to ASTM C 612, Type 1A and 1B faced on one side with foil scrim Kraft vapor retarder, maximum flame spread and smoke developed indices of 25 and 5 respectively.

B. Insulation shall have an R value of not less than 4/inch with a nominal density of 4 lbs./cu. ft.

C. Insulation shall be 2" thick unless otherwise noted on the drawings.

2.3 RIGID INSULATION

A. Provide extruded polystyrene board insulation equal to "Styrofoam" manufactured by Dow Chemical Co., or approved equal made by Owens Corning or PACTIV Building Products, conforming to ASTM C 578, Type IV, with a maximum flame spread and smoke developed indices of 75 and 450 respectively.

B. Insulation shall have an aged R value of not less than 5/inch; shall be 2" thick unless otherwise noted on the drawings.

2.4 BLANKET INSULATION

A. Reinforced-Foil-Faced, Mineral-Wool Batt Insulation: ASTM C 665, Type III (reflective faced), Class A (faced surface with a flame-spread index of 25 or less per ASTM E 84); Category 1 (membrane is a vapor barrier), faced with foil scrim, foilscrim Kraft, or foil-scrim polyethylene.

B. Insulation shall have an R value of not less than 3.7/inch and shall be 3.5" thick unless otherwise noted on the drawings.

2.5 SPRAY FOAM INSULATION

A. Closed-Cell Polyurethane Foam Insulation: ASTM C 1029, Type II, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, per ASTM E 84, as manufactured by BASF Corporation, Dow Chemical Co., or Henry Company.

1. Minimum density of 1.5 lb/cu. ft., thermal resistivity of 6.2 deg F x h x sq. ft./Btu x in. at 75 deg F.

B. Spray Insulation at Tight Spaces: Provide polyurethane foam insulation product to fill gaps, joints, etc. that both seals and insulates, equal to "Great Stuff Professional Foam" as manufactured by the Dow Chemical Company, or approved equal.

2.6 ACCESSORIES

A. Clips for Securing Insulation to Encountered Surfaces: Spindle anchor and washer type consisting of perforated metal plates with spindle welded to center and snap on washers. Spindle and washers shall receive a corrosion-resistant electro-zinc plating. Adhesives for securing clips in place shall be recommended by the approved clip manufacturer.

1. Acceptable Manufacturers

a. Miracle Adhesives Corp.

b. Stic-Klip Mfg. Co., Inc.

c. Midwest Fasteners

B. Adhesive for Bonding Insulation: The type recommended by the insulation manufacturer, and complying with fire-resistance requirements.

1. For bonding rigid polystyrene insulation to masonry or concrete, provide adhesive equal to "Foamgrab PS" made by Dacor Products Co. or equal made by ChemRex Inc. or Miracle Adhesives.

C. Protection Board: Premolded, semi-rigid asphalt/fiber composition board, 1/4" thick, formed under heat and pressure, standard sizes.

PART 3 EXECUTION

3.1 INSPECTION

A. Examine the areas and conditions where thermal insulation is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION, GENERAL

A. Clean substrates of substances that are harmful to insulation including removing projections capable of puncturing vapor retarders, or that interfere with insulation attachment.

B. Comply with insulation manufacturer's written instructions applicable to products and applications indicated.

C. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.

D. Extend insulation to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.

E. Provide sizes to fit applications indicated and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units to produce thickness indicated unless multiple layers are otherwise shown or required to make up total thickness.

3.3 INSTALLATION OF BELOW-GRADE INSULATION

A. On vertical surfaces, set insulation units using manufacturer's recommended adhesive according to manufacturer's written instructions.

1. If not otherwise indicated, extend insulation a minimum of 24" below exterior grade line.

B. On horizontal surfaces, loosely lay insulation units according to manufacturer's written instructions. Stagger end joints and tightly abut insulation units.

1. If not otherwise indicated, extend insulation a minimum of 36" in from exterior walls.

3.4 INSTALLATION OF RIGID INSULATION

A. Rigid insulation shall be mechanical attached to back up substrate with spindle type fasteners.

3.5 INSTALLATION OF BLANKET INSULATION FOR FRAMED CONSTRUCTION

A. Apply insulation units to substrates by method indicated, complying with manufacturer's written instructions. If no specific method is indicated, bond units to substrate with adhesive or use mechanical anchorage to provide permanent placement and support of units.

B. Mineral-Wool Blanket Insulation: Install in cavities formed by framing members according to the following requirements:

1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill the cavities, provide lengths that will produce a snug fit between ends.

2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.

3. Maintain 3" clearance of insulation around recessed lighting fixtures not rated for or protected from contact with insulation.

4. For metal-framed wall cavities where cavity heights exceed 96", support unfaced blankets mechanically and support faced blankets by taping flanges of insulation to flanges of metal studs.

5. For wood-framed construction, install blankets according to ASTM C 1320 and as follows:

   a. With faced blankets having stapling flanges, secure insulation by inset, stapling flanges to sides of framing members.

   b. With faced blankets having stapling flanges, lap blanket flange over flange of adjacent blanket to maintain continuity of vapor retarder once finish material is installed over it.

6. Vapor-Retarder-Faced Blankets: Tape joints and ruptures in vapor-retarder facings, and seal each continuous area of insulation to ensure airtight installation.

   a. Exterior Walls: Set units with facing placed toward interior of construction as indicated on Drawings.

3.6 INSTALLATION OF SEMI-RIGID INSULATION FOR FRAMED CONSTRUCTION

A. Install wall insulation with edges closely butted, with joints square, straight and in alignment (no staggered), and with vapor barrier facing on warm side of building, and with exposed faces flush and in the same plane without warp or twist. Cut and fit insulation to closely fit intersecting or penetrating surfaces. Seal joints between insulation, between insulation and intersecting or penetrating surfaces and between insulation and perimeter surfaces with 4" wide vaporproof aluminum tape applied on the vapor barrier side. Insulation shall be friction fit between furring channels or studs.

3.7 INSTALLATION OF SPRAY FOAM INSULATION

A. Apply self-supported, spray-applied insulation according to manufacturer's written instructions. Do not apply insulation until installation of pipes, ducts, conduits, wiring, and electrical outlets in walls is completed and windows, electrical boxes, and other items not indicated to receive insulation are masked. After insulation is applied, make it flush with face of studs by using method recommended by insulation manufacturer.

3.8 PROTECTION

A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION

SECTION 076200

SHEET METAL FLASHING

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

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

1.2 SECTION INCLUDES

A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the sheet metal flashing as indicated on the drawings and/or specified herein, including, but not limited to, the following:

1. Stainless steel and copper cap metal flashing.

2. Stainless steel and copper through-wall flashing.

3. Field fabricating (including bending, cutting, soldering, etc.), if required, of flashing.

4. Stainless steel or copper flashing elsewhere, where metal flashing is indicated on drawings.

5. Separation of contacting surfaces of dissimilar metals.

1.3 RELATED SECTIONS

A. Unit Masonry - Section 042000.

B. Thin Brick Veneer System - Section 042513.

C. Roofing - Division 7.

1.4 SUBMITTALS

A. Shop Drawings: Submit, showing all materials, finishes, fastenings, joint details, fabrication, construction and relation to adjoining construction.

B. Samples: Submit 12" x 12" samples of flashing materials and finishes.

1.5 WARRANTY

A. The Contractor shall warrant that all Metal Flashing Work executed under this Section will be free from defects in materials and workmanship for a period of ten (10) years from date of acceptance of the Project, and he shall remedy any defects in the Metal Flashing Work.

1.6 PRODUCT HANDLING

A. Protection: Use all means necessary to protect the materials of this Section before, during, and after installation, and to protect the installed work and materials of all other trades.

B. Replacements: In the event of damage, immediately make all repairs and replacements necessary at no additional cost to the Owner.

PART 2 PRODUCTS

2.1 MATERIALS

A. Copper Materials

1. Sheet copper for all work of this Section shall conform to ASTM B 370, cold rolled temper, 20 oz. weight for exposed flashing, 10 oz. weight for concealed flashing.

2. Nails and fasteners, including rivets, screws and bolts, shall be of hard copper, brass or bronze.

a. Nails for nailing to wood and concrete shall be flathead, barbed, wire slating nails, not less than No. 12 ga., 1" long.

b. Screws and bolts shall have round heads.

c. Expansion shields shall be lead sleeves.

d. All anchors shall be installed through slotted holes in sheet metal components to minimize deformations of sheet metal components due to temperature variations.

3. Solder: ASTM B 32, Grade Sn50 composition 50% tin and 50% lead.

4. Flux: Rosin, muriatic acid neutralized with zinc or an approved brand of soldering paste.

B. Stainless Steel Materials

1. Stainless Steel Flashing: ASTM A 240, Type 304, stainless steel, with 2D finish, dead soft temper, fully annealed, as manufactured by International Nickel Co., Republic Steel Corp., United States Steel, or Washington Steel Corp. Thickness of stainless steel shall be as listed below.

a. Concealed Flashings: 0.012" thick, thirty (30) gauge (U.S. Standard).

b. Exposed Flashings: 0.015" thick, twenty-eight (28) gauge (U.S. Standard).

c. Edge Strips: 0.025" thick, twenty-four (24) gauge (U.S. Standard).

2. Through-wall flashing shall have sawtooth ribs at three (3) inch interval as manufactured by Keystone Flashing Co., or approved equal.

3. Accessories and Fastenings: AISI, Types 302 and 304 stainless steel.

4. Solder: Composed of sixty (60) percent block tin and forty (40) percent pig lead, except that solder at seams exposed to public view shall be eighty (80) percent tin and twenty (20) percent lead.

5. Flux: An acid type flux manufactured specifically for soldering stainless steel, as approved.

C. Bituminous Coating: Cold-applied asphalt mastic, SSPC-Paint 12, compounded for 15-mil dry film thickness per coat. Provide inert-type non-corrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

PART 3 EXECUTION

3.1 INSPECTION

A. Examine the areas and conditions where sheet metal flashing is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 METAL FLASHING INSTALLATION

A. Reference Standard: Conform to the requirements of 5th Edition of the Sheet Metal and Air Conditioning Contractors Association (SMACNA) Architectural Sheet Metal Manual and with CDA's "Copper in Architecture Handbook."

B. General: Fabricate and install metal flashing work in accordance with details and specifications of above Reference Standard, with manufacturer's instructions, and as herein specified, to provide a watertight installation. Apply metal flashing to smooth, even, sound, clean, dry surfaces free from defects. Make provisions to allow for expansion and contraction of metal flashing work. Wherever practicable, shop form all metal flashing work and deliver ready for installation. Form metal flashing work accurately to required profiles, with flat surfaces, straight edges and corners, free from defects. Fold exposed metal edges back not less than 1/2" and form drip.

C. Nailing: Confine to sheets twelve (12) inches or less in width. Confine nailing to one edge only, locate nails where concealed. Use No. 12 x 1" long flat headed, annular threaded, Type 302 stainless steel nails for nailing to wood blocking; use one (1) inch long masonry nails for nailing to concrete. Space nails four (4) inches o.c. maximum.

D. Cleating: Use cleats where sheets are more than twelve (12) inches in width. Space cleats approximately twelve (12) inches o.c. Cleats two (2) inches wide by three (3) inches long, of the same material and weight as the metal flashing being installed. Secure one end of the cleat with two (2) nails and fold edge back over the nail heads. Lock other end into seam or into folded edge of metal flashing sheets. Pre-tin cleats for soldered seams.

E. Joining: Join metal flashings with one (1) inch locked and soldered seams except at slip joints. Mallet seams flat and solder full length of seam as specified below.

F. Soldering for Stainless Steel: Clean and pre-tin edges of metal flashing to be soldered before soldering is begun with solder on both sides for a width of not less than 1-1/2". Solder slowly with well heated metal surfaces. Use ample solder. Show not less than one full inch of evenly flowed solder on seam. Seams shall have a liberal amount of flux brushed in before soldering is commenced. Where soldering paste or killed acid is employed as a flux, soldering shall follow immediately after application of the flux. Upon completion of soldering, clean surfaces of all flux.

G. Soldering for Copper: Tin uncoated copper surfaces at edges of sheets using solder recommended for copper work. Solder slowly with well-heated metal surfaces. Use ample solder. Show not less than one full inch of evenly flowed solder on seam. Seams shall have a liberal amount of flux brushed in before soldering is commenced. Where soldering paste or killed acid is employed as a flux, soldering shall follow immediately after application of the flux. Upon completion of soldering, clean surfaces of all flux.

H. Slip Joints: Locate slip joints not more than twenty-four (24) feet apart and not more than eight (8) feet from corners. Form slip joints as three (3) inch wide joints with cover piece behind flashing, and fill locked ends neatly with sealant.

I. Cap Flashing: Install over base flashings, in eight (8) to ten (10) foot lengths, lapped six (6) inches at ends. Cap flashing shall be increased longitudinally to produce spring action to hold bottom edge of cap flashing firmly against base flashing. Cap flashing shall lap base flashing at least four (4) inches, with exposed bottom edge at a forty-five (45) degree angle downward and folded back on underside at least 1/2" to form drip. Make cap flashing continuous at corners and angles.

J. Miscellaneous Flashing: Provide all other miscellaneous metal flashing not specifically mentioned herein, but indicated on drawings and/or required to provide a watertight installation.

K. Separation of Dissimilar Materials: Back paint surfaces of metal flashing in contact with dissimilar metals or with concrete or masonry with bituminous paint.

L. Reglets

1. Provide watertight reglets in masonry and concrete work to receive cap flashing. Form reglets of stainless steel using same thickness as stainless steel sheet metal specified.

2. In masonry work use open or closed slot reglets with slat at least one (1) inch deep and 3/16" wide. Provide hook dams or turn-ups for anchoring securely into mortar joints. Insert cap flashing into slot full depth using button punch or lead wedges to lock in place.

3. In concrete work, use open or closed slot reglets with slot sloped upward at forty-five (45) degrees, at least one (1) inch deep and 3/16" wide. For fastening reglets to concrete forms use double-head stainless steel nails spaced twelve (12) inches apart maximum.

4. Insert cap flashing full depth into reglet slot, and wedge in place using lead strips spaced on twelve (12) inch centers maximum or lead caulking rope. When lead strips are used for continuous caulked reglets, use approved weather-resistant fibrous compounds.

M. Through-Wall Flashings: Provide through-wall flashings as shown. Form bonding features so as not to puddle water on surface. Lap cross joints to interlock design pattern at least three (3) inches. Stop typical flashings in mortar joint 1/2" from exterior face of wall.

END OF SECTION

SECTION 07 8413

FIRESTOPS AND SMOKESEALS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

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

1.2 SECTION INCLUDES

A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the firestops and smokeseals as shown on the drawings and/or specified herein, including, but not limited to, the following:

1. Penetrations through fire-resistance-rated floor and roof construction including both empty openings and openings containing cables, pipes, ducts, conduits, and other penetrating items.

2. Penetrations through fire-resistance-rated walls and partitions including both empty openings and openings containing cables, pipes, ducts, conduits, and other penetrating items.

3. Penetrations through smoke barriers and construction enclosing compartmentalized areas involving both empty openings and openings containing penetrating items.

4. Sealant joints in fire-resistance-rated construction.

5. Penetrations at each floor level in shafts and/or stairwells.

6. Construction joints, including those between top of fire rated walls and underside of floors above.

1.3 RELATED SECTIONS

A. Cast-in-Place Concrete - Section 033000.

B. Unit Masonry - Section 042000.

C. Joint Sealers - Section 079200.

D. Gypsum Drywall - Section 092900.

E. Piping penetrations - Division 22.

F. Duct penetrations - Division 23.

G. Cable and conduit penetrations - Division 26.

1.4 REFERENCES

A. ASTM E 814 "Standard Method of Fire Tests of Through-Penetration Firestops."

B. UL 1479, UBC 7-5 (Both are same as A. above).

C. ASTM E 119 "Standard Method of Fire Tests of Building Construction and Materials."

D. UL 263, UBC 7-1 (Both are same as C. above).

E. UL 2079 "Tests For Fire Resistance of Building Joint Systems."

F. ASTM E 1399 "Test For Dynamic Movement Conditions."

G. ASTM E 1966 (Same as E. above).

H. ASTM G 21 "Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi."

I. Test Requirements: ASTM E 2307, "Standard Test Method for Determining Fire Resistance of Perimeter Fire Barrier Systems Using Intermediate-Scale, Multi-story Test Apparatus."

J. Inspection Requirements: ASTM E 2174, "Standard Practice for On-site Inspection of Installed Firestops."

K. Published Through-Penetration Systems by recognized independent testing agencies.

1. UL Fire Resistance Directory, Volume II of current year.

2. Warnock Hersey Certification Listings, current year.

3. Omega Point Laboratories, current year.

L. International Firestop Council Guidelines for Evaluating Firestop Systems Engineering Judgments.

1.5 SUBMITTALS

A. Submit manufacturer's product literature for each type of firestop material to be installed. Literature shall indicate product characteristics, typical uses, performance, limitation criteria, test data and indication that products comply with specified requirements.

B. Submit shop drawings detailing materials, installation methods, and relationships to adjoining construction for each firestop system, and each kind of construction condition penetrated and kind of penetrating item. Include firestop design designation of qualified testing and inspection agency evidencing compliance with requirements for each condition indicated.

1. Submit documentation, including illustrations, for proposed UL listed (or equal) firestop and smokeseal assembly required for the Project.

C. Material Safety Data Sheets: Submit MSDS for each firestop product.

D. Submit qualifications of firestop installer, including letter from firestop manufacturer of products proposed to be installed, wherein manufacturer approves or recognizes as trained/ or certifies installer for installation of that manufacturer's products.

E. Engineering Judgment: For those firestop applications that exist for which no qualified tested system is available through a manufacturer, an engineering judgment derived from similar qualified tested system designs or other tests will be submitted to local authorities having jurisdiction for their review and approval prior to installation. Engineering judgment documents must follow requirements set forth by the International Firestop Council.

1.6 QUALITY ASSURANCE

A. General: Provide firestopping systems that are produced and installed to resist the spread of fire and the passage of smoke and other gases.

B. Installation Responsibility: Assign installation of through-penetration firestop systems and fire-resistive joint systems in Project to a single sole source firestop specialty contractor.

C. Firestopping materials shall conform to Flame (F) and Temperature (T) ratings as required by local building code and as tested by nationally accepted test agencies per ASTM E 814 or UL 1479. The F-rating must be a minimum of one (1) hour, but not less than the fire resistance rating of the assembly being penetrated. T-rating, when required by code authority, shall be based on measurement of the temperature rise on the penetrating item(s). The fire test shall be conducted with a minimum positive pressure differential of 0.01 inches of water column.

1. Penetrations in Horizontal Assemblies: Provide firestopping with ratings determined in accordance with UL 1479 or ASTM E 814.

   a. F-Rating: Minimum of 1-hour rating, but not less than the fire-resistance rating of the floor construction being penetrated.

   b. T-Rating: When penetrant is located outside of a wall cavity, minimum of 1-hour rating, but not less than the fire-resistance rating of the floor construction being penetrated.

   c. W-Rating: Class 1 rating in accordance with water leakage test per UL 1479.

2. Penetrations in Smoke Barriers: Provide firestopping with ratings determined in accordance with UL 1479 or ASTM E 814.

   a. L-Rating: Not exceeding 5.0 cfm/sq. ft. of penetration opening at both ambient and elevated temperatures.

D. Firestopping products shall be asbestos free and free of any PCBs.

E. Do not use any product containing solvents or that requires hazardous waste disposal.

F. Do not use firestop products which after curing, dissolve in water.

G. Do not use firestop products that contain ceramic fibers.

H. Firestopping Installer Qualifications: Firestop application shall be performed by a single firestopping contractor who specializes in the installation of firestop systems, whose personnel to be utilized have received specific training and certification or approval from the proposed respective firestop manufacturer, and firestop installer shall have a minimum of three years' experience (under present company name) installing firestop systems of the type herein specified.

I. Mock-Up: Prepare job site mock-ups of each typical Firestop System proposed for use in the project. Approved mock-ups will be left in place as part of the finished project and will constitute the quality standard for the remaining work.

J. For firestopping exposed to view, traffic, moisture, and physical damage, provide products that do not deteriorate when exposed to these conditions.

1. For piping penetrations for plumbing and wet-pipe sprinkler systems, provide moisture-resistant through-penetration firestop systems.

2. For floor penetrations with annular spaces exceeding 4 inches or more in width and exposed to possible loading and traffic, provide firestop systems capable of supporting the floor loads involved either by installing floor plates or by other means.

3. For penetrations involving insulated piping, provide through-penetration firestop systems not requiring removal of insulation.

K. Mold Resistance: Provide penetration firestopping with mold and mildew resistance rating of less than or equal to 1 as determined by ASTM G 21.

L. Firestopping Materials are either "cast-in-place" (integral with concrete placement) or "post-installed." Provide cast-in-place firestop devices prior to concrete placement.

M. Firestop systems do not reestablish the structural integrity of load bearing partitions or assemblies, or support live loads and traffic. Installer shall consult the Structural Engineer prior to penetrating any load bearing assembly.

1.7 DELIVERY, STORAGE AND HANDLING

A. Deliver materials in manufacturer's original unopened containers with manufacturer's name, product identification, lot numbers, UL or Warnock Hersey labels, and mixing and installation instructions, as applicable.

B. Store materials in the original, unopened containers or packages, and under conditions recommended by manufacturer.

C. All firestop materials shall be installed prior to expiration of shelf life.

1.8 PROJECT CONDITIONS

A. Verify existing conditions and substrates before starting work

B. Do not use materials that contain solvents, show sign of damage or are beyond their shelf life.

C. During installation, provide masking and drop cloths as needed to prevent firestopping products from contaminating any adjacent surfaces.

D. Conform to ventilation requirements if required by manufacturer's installation instructions or Material Safety Data Sheet.

E. Weather Conditions: Do not proceed with installation of firestop products when temperatures are in excess or below the manufacturer's recommendations.

F. Schedule installation of firestop products after completion of penetrating item installation but prior to covering or concealing of openings.

G. Coordinate this work as required with work of other trades.

1.9 SEQUENCING AND SCHEDULING

A. Pre-Installation Conference: Convene a pre-installation conference to establish procedures to maintain optimum working conditions and to coordinate this work with related and adjacent work.

B. Sequence: Perform work of this and other sections in proper sequence to prevent damage to the firestop systems and to ensure that their installation will occur prior to enclosing or concealing work.

C. Install all firestop systems after voids and joints are prepared sufficiently to accept the applicable firestop system.

D. Do not cover firestop systems until they have been properly inspected and accepted by the authority having jurisdiction.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Subject to compliance with requirements, provide products of one of the following manufacturers:

1. Tremco

2. Bio-Fireshield

3. 3M

4. Specified Technologies Inc.

5. U.S. Gypsum Co.

6. Nelson

7. Hilti, Inc.

8. Grace Flame Safe

2.2 FIRESTOPPING, GENERAL

A. Compatibility: Provide firestopping composed of components that are compatible with each other, the substrates forming openings, and the items, if any, penetrating the firestopping under conditions of service and application, as demonstrated by firestopping manufacturer based on testing and field experience.

B. Accessories: Provide components for each firestopping system that are needed to install fill materials. Use only components specified by the firestopping manufacturer and approved by the qualified testing and inspecting agency for the designated fire-resistance-rated systems. Accessories include but are not limited to the following items:

1. Permanent forming/damming/backing materials including the following:

a. Semirefractory fiber (mineral wool) insulation.

b. Sealants used in combination with other forming/damming materials to prevent leakage of fill materials in liquid state.

c. Fire-rated form board.

d. Joint fillers for joint sealants.

2. Temporary forming materials.

3. Substrate primers.

4. Collars.

5. Steel sleeves.

C. Applications: Provide firestopping systems composed of materials specified in this Section that comply with system performance and other requirements.

D. Smokeseals at top of partitions shall be flexible to allow for partition deflection.

E. Polypropylene Sleeves (PP) (for cast-in device options)

2.3 FILL MATERIALS FOR THROUGH-PENETRATION FIRESTOP SYSTEMS

A. Endothermic, Latex Compound Sealant: Single-component, endothermic, latex formulation.

B. Intumescent, Latex Sealant: Single-component, Intumescent, latex formulation.

C. Intumescent Putty: Non-hardening, dielectric, water-resistant putty containing no solvents, inorganic fibers, or silicone compounds.

D. Intumescent Wrap Strips: Single-component, elastomeric sheet with aluminum or polyethelene foil on one side.

E. Job-Mixed Vinyl Compound: Prepackaged vinyl-based powder product for mixing with water at Project site to produce a paintable compound, passing ASTM E 136, with flame-spread and smoke-developed ratings of zero per ASTM E 84.

F. Mortar: Prepackaged dry mix composed of a blend of inorganic binders, fillers, and lightweight aggregate formulated for mixing with water at Project site to form a nonshrinking, homogeneous mortar.

G. Pillows/Bags: Re-usable, heat-expanding pillows/bags composed of glass-fiber cloth cases filled with a combination of mineral-fiber, water-insoluble expansion agents and fire-retardant additives.

H. Silicone Foam: Two-component, silicone-based liquid elastomer that, when mixed, expands and cures in place to produce a flexible, non-shrinking foam.

I. Silicone Sealant: Moisture-curing, single-component, silicone-based, neutral-curing elastomeric sealant of grade indicated below:

1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces and non-sag formulation for openings in vertical and other surfaces requiring a non-slumping/gunnable sealant, unless firestop system limits use to non-sag grade for both opening conditions.

J. Cast-in-Place Firestop Devices: Factory-assembled devices for use in cast-in-place concrete floors and consisting of an outer metallic or polyprolyene sleeve lined with an intumescent strip, an extended rectangular flange attached to one end of the sleeve for fastening to concrete formwork, and a neoprene gasket.

K. Fire Rated Cable Management Devices: Factory-assembled round metallic sleeve device for use with cable penetrations, containing an integrated smoke seal fabric membrane that can be opened and closed for re-penetration.

L. Drop-In Firestop Devices: Factory-assembled devices for use with combustible or noncombustible penetrants in cored holes within concrete floors. Device shall consist of galvanized steel sleeve lined with an intumescent strip, an extended rectangular flange attached to one end of the sleeve for fastening to concrete floor, and neoprene gasket.

M. Firestop Devices: Factory-assembled collars formed from galvanized steel and lined with intumescent material sized to fit specific diameter of penetrant.

N. Intumescent Composite Sheets: Rigid panels consisting of aluminum-foil-faced elastomeric sheet bonded to galvanized-steel sheet.

O. Blocks/Plugs: Intumescent flexible block/plug suitable for reuse in re-penetration of openings. Blocks shall allow up to 12” of unreinforced annular space.

P. Tub Box Kit: Cast-in place pre-formed plastic tub box kit with three support legs for use with drain piping assembly associated with bathtub installations.

2.4 FIRE-RESISTIVE ELASTOMERIC JOINT SEALANTS

A. Elastomeric Sealant Standard: Provide manufacturer's standard chemically curing, elastomeric sealant of base polymer indicated that complies with ASTM C 920 requirements, including those referenced for Type, Grade, Class, and Uses, and requirements specified in this Section applicable to fire-resistive joint sealants.

1. Sealant Colors: Color of exposed joint sealants as selected by the Architect.

B. Single-Component, Neutral-Curing Silicone Sealant: Type S; Grade NS; Class 25; exposure-related Use NT, and joint-substrate-related Uses M, G, A, and (as applicable to joint substrates indicated) O.

1. Additional Movement Capability: Provide sealant with the capability to withstand 33 percent movement in both extension and compression for a total of 66 percent movement.

C. Multi-Component, Non-Sag, Urethane Sealant: Type M; Grade NS; Class 25; exposure-related Use NT, and joint-substrate-related Uses M, A, and (as applicable to joint substrates indicated) O.

1. Additional Movement Capability: Provide sealant with the capability to withstand 40 percent movement in extension and 25 percent in compression for a total of 65 percent movement in joint width existing at time of installation, when tested for adhesion and cohesion under maximum cyclic movement per ASTM C 719, and remain in compliance with other requirements of ASTM C 920 for uses indicated.

D. Single-Component, Non-Sag, Urethane Sealant: Type S; Grade NS; Class 25; and Uses NT, M, A, and (as applicable to joint substrates indicated) O.

2.5 MINERAL FIBER/CERAMIC WOOL NON-COMBUSTIBLE INSULATION (FIRE SAFING)

A. Provide min. 4 pcf Thermafiber as manufactured by Thermafiber Co., min. 4 pcf FBX Safing Insulation as manufactured by Fibrex, or approved equal to suit conditions and to comply with fire resistance and firestop manufacturer's requirements.

B. Material shall be classified non-combustible per ASTM E 119.

2.6 MIXING

A. For those products requiring mixing prior to application, comply with firestopping manufacturer's directions for accurate proportioning of materials, water (if required), type of mixing equipment, selection of mixer speeds, mixing containers, mixing time, and other procedures needed to produce firestopping products of uniform quality with optimum performance characteristics for application indicated.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions with Installer present, for compliance with requirements for opening configuration, penetrating items, substrates, and other conditions affecting performance of firestopping. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning: Clean out openings and joints immediately prior to installing firestopping to comply with recommendations of firestopping manufacturer and the following requirements:

1. Remove all foreign materials from surfaces of opening and joint substrates and from penetrating items that could interfere with adhesion of firestopping.

2. Clean opening and joint substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with firestopping. Remove loose particles remaining from cleaning operation.

3. Remove laitance and form release agents from concrete.

B. Priming: Prime substrates where recommended by firestopping manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.

C. Masking Tape: Use masking tape to prevent firestopping from contacting adjoining surfaces that will remain exposed upon completion of work and that would otherwise be permanently stained or damaged by such contact or by cleaning methods used to remove smears from firestopping materials. Remove tape as soon as it is possible to do so without disturbing seal of firestopping with substrates.

3.3 CONDITIONS REQUIRING FIRESTOPPING

A. Building Exterior Perimeters

1. Where exterior facing construction is continuous past a structural floor, and a space (i.e. construction joint) would otherwise remain open between the inner face of the wall construction and the outer perimeter edge of the structural floor, provide firestopping to equal the fire resistance of the floor assembly.

a. If mineral wool is part of firestop system, the mineral wool must be completely covered by appropriate thickness of UL or Warnock Hersey listed firestop sealant or spray.

b. Refer to Article 3.6 herein for description of fire safing insulation.

2. Firestopping shall be provided whether or not there are any clips, angles, plates, or other members bridging or interconnecting the facing and floor systems, and whether or not such items are continuous.

3. Where an exterior wall passes a perimeter structural member, such as a girder, beam, or spandrel, and the finish on the interior wall face does not continue up to close with the underside of the structural floor above, thus interrupting the fireresistive integrity of the wall system, and a space would otherwise remain open between the interior face of the wall and the structural member, provide firestopping to continuously fill such open space.

B. Interior Walls and Partitions

1. Construction joints between top of fire rated walls and underside of floors above, shall be firestopped.

2. Firestop system installed shall have been tested by either UL or Omega Point, including exposure to hose stream test and including for use with steel fluted deck floor assemblies.

3. Firestop system used shall allow for deflection of floor above.

C. Penetrations

1. Penetrations include conduit, cable, wire, pipe, duct, or other elements which pass through one or both outer surfaces of a fire rated floor, wall, or partition.

2. Except for floors on grade, where a penetration occurs through a structural floor or roof and a space would otherwise remain open between the surfaces of the penetration and the edge of the adjoining structural floor or roof, provide firestopping to fill such spaces in accordance with ASTM E 814.

3. These requirements for penetrations shall apply whether or not sleeves have been provided, and whether or not penetrations are to be equipped with escutcheons or other trim. If penetrations are sleeved, firestop annular space, if any, between sleeve and wall of opening.

D. Provide firestopping to fill miscellaneous voids and openings in fire rated construction in a manner essentially the same as specified herein before.

3.4 INSTALLING THROUGH PENETRATION FIRESTOPS

A. General: Comply with the through penetrations firestop manufacturer's installation instructions and drawings pertaining to products and applications indicated.

B. Install forming/damming materials and other accessories of types required to support fill materials during their application and in the position needed to produce the cross sectional shapes and depths required to achieve fire ratings of designated through-penetration firestop systems. After installing fill materials, remove combustible forming materials and other accessories not indicated as permanent components of firestop systems.

C. Install fill materials for through penetration firestop systems by proven techniques to produce the following results:

1. Completely fill voids and cavities formed by openings, forming materials, accessories, and penetrating items.

2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.

3. For fill materials that will remain exposed after completing work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

3.5 I NSTALLING FIRE RESISTIVE JOINT SEALANTS

A. General: Comply with ASTM C 1193, and with the sealant manufacturer's installation instructions and drawings pertaining to products and applications indicated.

B. Install joint fillers to provide support of sealants during application and at position required to produce the cross sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability and develop fire resistance rating required.

C. Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration, and providing uniform, cross sectional shapes and depths relative to joint width that optimum sealant movement capability. Install sealants at the same time joint fillers are installed.

D. Tool no sag sealants immediately after sealant application and prior to the time skinning or curing begins. Form smooth, uniform beads of configuration indicated or required to produce fire resistance rating, as well as to eliminate air pockets, and to ensure contact and adhesion of sealants with sides of joint. Remove excess sealant from surfaces adjacent to joint. Do not use tooling agents that discolor sealants or adjacent surfaces or are not approved by sealant manufacturer.

3.6 INSTALLING FIRESAFING INSULATION

A. Install fire safing insulation utilizing welded or screw applied galvanized steel impaling pins and retaining clips; space clips or pins 24" o.c. maximum.

B. Completely fill voids in areas where safing insulation is required. At spandrel conditions/floor edges, depth of insulation top to bottom shall be at least four (4) inches.

C. Cover top of all safing insulation with firestop sealant or spray.

3.7 FIELD QUALITY CONTROL

A. Inspecting agency employed and paid by the Owner will examine completed firestopping to determine, in general, if it is being installed in compliance with requirements.

B. Inspecting agency will report observations promptly and in writing to Contractor, Owner and Architect.

C. Do not proceed to enclose firestopping with other construction until reports of examinations are issued.

D. Where deficiencies are found, Contractor must repair or replace firestopping so that it complies with requirements.

3.8 CLEANING

A. Clean off excess fill materials and sealants adjacent to openings and joints as work progresses by methods and with cleaning materials approved by manufacturers of firestopping products and of products in which opening and joints occur.

B. Protect firestopping during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated firestopping immediately and install new materials to product firestopping complying with specified requirements.

END OF SECTION

SECTION 079200

JOINT SEALERS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

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

1.2 SECTION INCLUDES

A. The Work of this Section includes all labor, materials, equipment and services necessary to complete the joint sealers work as shown on the drawings and/or specified herein, including but not necessarily limited to the following:

1. Flashing reglets and retainers.

2. Coping joints.

3. Exterior wall joints not specified to be sealed in other Sections of work.

4. Interior wall joints not specified to be sealed in other Sections of work, including caulking to fill between architectural woodwork and any wall, floor and/or ceiling imperfections.

5. Control and expansion joints in walls.

6. Joints at wall penetrations.

7. Joints between items of equipment and other construction.

8. All other joints required to be sealed to provide a positive barrier against penetration of air and moisture.

1.3 RELATED SECTIONS

A. Roofing - Division 7.

B. Firestop sealants - Section 078413.

C. Glazing sealants - Section 088000.

D. Sealant within drywall construction - Section 092900.

E. Sealant at tile work - Section 093013.

1.4 QUALITY ASSURANCE

A. Qualification of Installers: Use only personnel who are thoroughly familiar, skilled and specially trained in the techniques of sealant work, and who are completely familiar with the published recommendations of the sealant manufacturer.

B. Pre-Construction Field Adhesion Testing: Before installing elastomeric sealants, field test their adhesion to project joint substrates according to the method in ASTM C 794 and C 1521 that is appropriate for the types of Project joints.

C. Perform testing per ASTM C 1248 on interior and exterior sealants to determine if sealants or primers will stain adjacent surfaces. No sealant work shall start until results of these tests have been submitted to the Architect and he has given his written approval to proceed with the work.

1.5 SUBMITTALS

A. Shop Drawings: Submit shop drawings showing all joint conditions, indicating relation of adjacent materials, all sealant materials (sealant, bond breakers, backing, primers, etc.), and method of installation.

1. Submit joint sizing calculations certifying that movement capability of sealant is not being exceeded.

B. Samples: Submit the following:

1. Color samples of sealants, submit physical samples (not color chart).

2. Sealant bond breaker and joint backing.

C. Product Data: Submit manufacturer's technical information and installation instructions for:

1. Sealant materials, indicating that material meets standards specified herein.

2. Backing rods.

D. Submit manufacturer's certification as required by Article 1.6 herein.

E. Submit results of testing required in Article 1.4 herein.

1.6 MANUFACTURER'S RESPONSIBILITY AND CERTIFICATION

A. Contractor shall require sealant manufacturer to review the Project joint conditions and details for this Section of the work. Contractor shall submit to the Architect written certification from the sealant manufacturer that joints are of the proper size and design, that the materials supplied are compatible with adjacent materials and backing, that the materials will properly perform to provide permanent watertight, airtight or vaportight seals (as applicable), and that materials supplied meet specified performance requirements.

1.7 ENVIRONMENTAL CONDITIONS

A. Temperature: Install all work of this Section when air temperature is above forty (40) degrees F. and below eighty (80) degrees F., unless manufacturer submits written instructions permitting sealant use outside of this temperature range.

B. Moisture: Do not apply work of this Section on surfaces which are wet, damp, or have frost.

1.8 PRODUCT HANDLING

A. Protection: Use all means necessary to protect the materials of this Section, before, during and after installation and to protect the installed work and materials of all other trades.

B. Replacements: In the event of damage, immediately make all repairs and replacements necessary.

C. Storage

1. Store sealant materials and equipment under conditions recommended by their manufacturer.

2. Do not use materials stored for a period of time exceeding the maximum recommended shelf life of the material.

3. Material shall be stored in unopened containers with manufacturers' name, batch number and date when shelf life expires.

1.9 GUARANTEE

A. Provide a written, notarized guarantee from the manufacturer stating that the applied sealants shall show no material failure for a period of ten (10) years.

B. Contractor to provide a written, notarized, guarantee stating that the applied sealants shall show no failure due to improper installation for a period of five (5) years.

C. Guarantee shall be in a form acceptable to the Owner and executed by an authorized individual.

D. Include in guarantee provision, agreement to repair and/or replace, at Contractor's expense, sealant defects which develop during guarantee period, because of faulty labor and/or materials.

PART 2 PRODUCTS

2.1 SEALANT MATERIALS

A. Exterior Wall Sealant: Provide one (1) part non-sag sealant equal to No. 790 or 795 made by Dow Corning, "Silpruf SCS 2000" or "LM SCS 2700" made by G.E. or "Spectrem 1" or "Spectrem 3" made by Tremco or "Sonolastic 150" by Sonneborn conforming to the minimum standards of ASTM C 920, Type S, Grade NS, Class 50.

B. Interior Sealant: Provide a one (1) part acrylic based sealant conforming to ASTM C 834, equal to "AC-20+ Silicone" made by Pecora or equal made by Tremco.

C. Colors: Colors selected from manufacturer's standard selection.

2.2 MISCELLANEOUS MATERIALS

A. Back-Up Materials: Provide back-up materials and preformed joint fillers, non-staining, non-absorbent, compatible with sealant and primer, and of a resilient nature, equal to "HBR" made by Nomaco Inc. or approved equal, twenty-five (25) percent wider than joint width. Materials impregnated with oil, bitumen or similar materials shall not be used. Provide back-up materials only as recommended by sealant manufacturer in writing.

B. Provide bond breakers, where required, of polyethylene tape as recommended by manufacturer of sealant.

C. Provide primers recommended by the sealant manufacturer for each material to receive sealant. Note that each exterior joint must be primed prior to sealing.

D. Provide solvent, cleaning agents and other accessory materials as recommended by the sealant manufacturer.

E. Materials shall be delivered to the job in sealed containers with manufacturer's original labels attached. Materials shall be used per manufacturer's printed instructions.

PART 3 EXECUTION

3.1 INSPECTION

A. Examine the areas and conditions where joint sealers are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION

A. Sealant Installation Standard: Comply with instructions and recommendations of the manufacturer and in accordance with ASTM C 1193 for use of joint sealants as applicable to materials, applications and conditions required by this Project where more stringent installation requirements are specified herein, such requirements shall apply.

B. Sample Section of Sealant

1. During sealant installation work in exterior wall, the manufacturer of sealant shall send his representative to the site, under whose supervision a section of the wall (used as "control section") shall be completed for purposes of determining performance characteristics of sealant in joints. Architect shall be informed of time and place of such installation of control section.

2. Control section shall be installed according to specification given herein and shall not be considered as acceptable until written acceptance is provided by the Architect.

3. Accepted control section shall be standard to which all other sealant work must conform.

C. Supervision: The Contractor shall submit to the Architect written certification from the sealant manufacturer that the applicators have been instructed in the proper application of their materials. The Contractor shall use only skilled and experienced workmen for installation of sealant.

D. Apply sealant under pressure with a hand or power actuated gun or other appropriate means. Gun shall have nozzle of proper size and provide sufficient pressure to completely fill joints as detailed. Neatly point or tool joint to provide the contour as indicated on the drawings.

E. Preparation and Application

1. Thoroughly clean all joints, removing all foreign matter such as dust, oil, grease, water, surface dirt and frost. Sealant must be applied to the base surface. Previously applied film must be entirely removed.

2. Stone, masonry and concrete surfaces to receive sealant shall be cleaned where necessary by grinding, water blast cleaning, mechanical abrading, or combination of these methods as required to provide a clean, sound base surface for sealant adhesion.

a. Do not use any acid or other material which might stain surfaces.

b. Remove laitance by grinding or mechanical abrading.

c. Remove loose particles present or resulting from grinding, abrading, or blast cleaning by blowing out joints with compressed air, oil and water free, or vacuuming joints prior to application of primer or sealant.

3. Clean non-porous surfaces such as metal and glass chemically. Remove protective coatings on metallic surfaces by solvent that leaves no residue and is compatible with sealant. Use solvent and wipe dry with clean, dry lint free paper towels. Do not allow solvent to air dry without wiping. Clean joint areas protected with masking tape or strippable films as above after removal of tape film.

4. Do not seal joints until they are in compliance with drawings, or meet with the control section standard.

5. Joint Size and Sealant Size: Joints to receive sealant shall be at least 1/4" wide. In joint 1/4" to 3/8" wide, sealant shall be 1/4" deep. In joints wider than 3/8" and up to 1" wide, sealant depth shall be one half the joint width. For joints wider than 1", sealant depth shall be as recommended by the sealant manufacturer. Depth of joint is defined as distance from outside face of joint to closest point of the filler.

6. Primer: Thoroughly clean joints and apply primer to all surfaces that will receive sealant. Apply primer on clean, dry surfaces, and prior to installation of joint backing. Completely wet both inner faces of the joint with primer. Mask adjacent surfaces of joint with non-staining masking tape prior to priming. Apply primer with clean brush and only when temperature is above 45 deg. F.

7. Joint Backing: In joints where depth of joint exceeds required depth of sealant, install joint backing (after primer is dry) in joints to provide backing and proper joint shape for sealant. Proper shape for sealant is a very slight "hourglass" shape, with back and front face having slight concave curvature. Use special blunt T-shaped tool or roller to install joint backing to the proper and uniform depth required for the sealant. Joint backing shall be installed with approximately twenty-five (25) percent compressions. Do not stretch, twist, braid, puncture, or tear joint backing. Butt joint backing at intersections.

8. Bond Breaker: Install bond breaker smoothly over joint backing so that sealant adheres only to the sides of the joint and not backing.

9. Sealant Application: Apply sealant in accordance with the manufacturer's application manual and manufacturer's instructions, using hand guns or pressure equipment, on clean, dry, properly prepared substrates, completely filling joints to eliminate air pockets and voids. Mask adjacent surfaces of joint with non-staining masking tape. Force sealant into joint in front of the tip of the "caulking gun" (not pulled after it) and force sealant against sides to make uniform contact with sides of joint and to prevent entrapped air or pulling of sealant off of sides. Fill sealant space solid with sealant.

10. Tooling: Tool exposed joints to form smooth and uniform beds, with slightly concave surface conforming to joint configuration per Figure 4A in ASTM C 1193. Finished joints shall be straight, uniform, smooth and neatly finished. Remove masking tape immediately after tooling of sealant and before sealant face starts to "skin" over. Neatly remove any excess sealant from adjacent surfaces of joint, leaving the work in a neat, clean condition.

11. Replace sealant which is damaged during construction process.

END OF SECTION

SECTION 08 0671

DOOR HARDWARE SETS

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 references specification sections relating to commercial door hardware for the following:

1. Swinging doors.
2. Sliding Doors.
3. Other doors to the extent indicated.

B. Commercial door hardware includes, but is not necessarily limited to, the following:

1. Mechanical door hardware.
2. Electromechanical and access control door hardware.
3. Electromechanical and access control door hardware power supplies, back-ups and surge protection.
4. Automatic operators.
5. Cylinders specified for doors in other sections.

C. Related Sections:

1. Division 08 Section “Steel Doors and Frames”.
2. Division 08 Sections “Wood Doors”.
3. Division 08 Section “Door Hardware”.
4. Division 08 Section “Automatic Door Operators”.

D. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.

1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
2. ICC/IBC - International Building Code.
3. NFPA 70 - National Electrical Code.
4. NFPA 80 - Fire Doors and Windows.
5. NFPA 101 - Life Safety Code.
6. NFPA 105 - Installation of Smoke Door Assemblies.
7. State Building Codes, Local Amendments.

E. Standards: Reference Related Sections for requirements regarding compliance with applicable industry standards.

1.3 SUBMITTALS

A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.

B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.

1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."

2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission.

3. Content: Include the following information:

a. Type, style, function, size, label, hand, and finish of each door hardware item.
b. Manufacturer of each item.
c. Fastenings and other pertinent information.
d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
e. Explanation of abbreviations, symbols, and codes contained in schedule.
f. Mounting locations for door hardware.
g. Door and frame sizes and materials.

4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.

C. Keying Schedule: Prepared under the supervision of the Owner, separate schedule detailing final keying instructions for locksets and cylinders in writing. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner to approve submitted keying schedule prior to the ordering of permanent cylinders.

D. Product Test Reports: Indicating compliance with cycle testing requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified independent testing agency.

E. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door hardware installation in quantity as required in Division 01, Closeout Submittals. The manual to include the name, address, and contact information of the manufacturers providing the hardware and their nearest service representatives. The final copies delivered after completion of the installation test to include "as built" modifications made during installation, checkout, and acceptance.

F. Warranties and Maintenance: Special warranties and maintenance agreements specified in the Related Sections.

1.4 QUALITY ASSURANCE

A. Manufacturers Qualifications: Engage qualified manufacturers with a minimum [5] years of documented experience in producing hardware and equipment similar to that indicated for this Project and that have a proven record of successful in-service performance.

B. Installer Qualifications: Installers, trained by the primary product manufacturers, with a minimum [3] years documented experience installing both standard and electrified builders hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

C. Door Hardware Supplier Qualifications: Experienced commercial door hardware distributors with a minimum [5] years documented experience supplying both mechanical and electromechanical hardware installations comparable in material, design, and extent to that indicated for this Project. Supplier recognized as a factory direct distributor in good standing by the manufacturers of the primary materials with a warehousing facility in Project's vicinity. Supplier to have on staff a certified Architectural Hardware Consultant (AHC) available during the course of the Work to consult with Contractor, Architect, and Owner concerning both standard and electromechanical door hardware and keying.

D. Source Limitations: Obtain each type and variety of Door Hardware specified in the Related Sections from a single source, qualified supplier unless otherwise indicated.

E. Regulatory Requirements: Comply with NFPA 70, NFPA 80, NFPA 101 and ANSI A117.1 requirements and guidelines as directed in the applicable model building code.

F. Pre-Submittal Conference: Conduct coordination conference in compliance with requirements in Division 01 Section "Project Meetings" with attendance by representatives of Supplier(s), Installer(s), and Contractor(s) to review proper methods and the procedures for receiving, handling, and installing door hardware.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Inventory door hardware on receipt and provide secure lock-up and shelving for door hardware delivered to Project site. Do not store electronic access control hardware, software or accessories at Project site without prior authorization.

B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.

C. Deliver, as applicable, permanent keys, cylinders, cores, access control credentials, software and related accessories directly to Owner via registered mail or overnight package service. Instructions for delivery to the Owner shall be established at the "Keying Conference".

1.6 COORDINATION

A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing standard and electrified hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.

B. Door and Frame Preparation: Division 08 Sections (Steel, Aluminum and Wood) doors and corresponding frames are to be prepared, reinforced and pre-wired (if applicable) to receive the installation of the specified electrified, monitoring, signaling and access control system hardware without additional in-field modifications.

1.7 WARRANTY

A. General Warranty: Reference Division 01, General Requirements. Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.

1.8 MAINTENANCE SERVICE

A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

PART 2 - PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

A. Refer to “PART 3 – EXECUTION” for required specification sections.

PART 3 - EXECUTION

3.1 DOOR HARDWARE SETS

A. The door hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.

B. The supplier is responsible for handing and sizing all products as listed in the door hardware sets. Quantities listed are for each pair of doors, or for each single door.

C. Products listed in the Door Hardware Sets must meet the requirements described in the specification sections noted.

1. Section 08 71 00 – Door Hardware.

D. Manufacturer's Abbreviations:

1. MK - McKinney
2. PE - Pemko
3. RF - Rixson
4. RO - Rockwood
5. SA - Sargent
6. SU - Securitron
7. HS - HES
8. NO - Norton

END OF SECTION

SECTION 081113

STEEL DOORS AND FRAMES

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

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

1.2 SECTION INCLUDES

A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the steel door and frame work as shown on the drawings and/or specified herein, including, but not limited to, the following:

1. Interior and exterior hollow metal doors and frames for fire rated and unrated door openings.

2. Interior hollow metal vision panels.

3. Preparation of metal doors and frames to receive finish hardware, including reinforcements, drilling and tapping, as necessary.

4. Preparation of hollow metal doors to receive glazing where required.

5. Steel louvers for hollow metal doors.

6. Furnishing anchors for building into masonry and drywall.

7. Factory prime painting of work of this Section.

1.3 RELATED SECTIONS

A. Unit Masonry - Section 042000.

B. Carpentry - Section 062000, for installation of doors and frames.

C. Wood Doors - Section 081416.

D. Finish Hardware - Section 087100.

E. Glass and Glazing - Section 088000.

F. Gypsum Drywall - Section 092900.

G. Painting and Finishing - Section 099000.

1.4 SUBMITTALS

A. Product Data: Include construction details, material descriptions, core descriptions, label compliance, compliance with standards referenced herein, sound and fireresistance ratings, and finishes for each type of door and frame specified.

B. Shop Drawings: Show fabrication and installation of doors and frames. Include details of each frame type, elevations of door design types, conditions at openings, details of construction, reinforcement for surface applied hardware, dimensions of profiles and hardware preparation, location and installation requirements of door and frame hardware and reinforcements, and details of joints and connections. Show anchorage and accessories.

C. Door Schedule: Submit schedule of doors and frames using same reference numbers for details and openings as those on Drawings.

1. Coordinate glazing frames and stops with glass and glazing requirements.

D. Oversize Construction Certification: For door assemblies required to be fire rated and exceeding limitations of labeled assemblies, submit certification of a testing agency acceptable to authorities having jurisdiction that each door and frame assembly has been constructed to comply with design, materials, and construction equivalent to requirements for labeled construction.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: A firm experienced in manufacturing custom steel doors and frames similar to those indicated for this Project and with a record of successful inservice performance, as well as sufficient production capacity to produce required units.

B. Testing Agency Qualifications: An independent agency qualified according to ASTM E 329 for testing indicated, as documented according to ASTM E 548.

C. Source Limitations: Obtain custom steel doors and frames through one source from a single manufacturer.

D. Fire-Rated Door and Frame Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire-protection ratings indicated.

1. Test Pressure: Test according to NFPA 252 or UL 10C. After 5 minutes into the test, the neutral pressure level in furnace shall be established at 40" or less above the sill.

2. Oversize Fire-Rated Door Assemblies: For units exceeding sizes of tested assemblies, provide certification by a testing agency acceptable to authorities having jurisdiction that doors comply with standard construction requirements for tested and labeled fire-protection-rated door assemblies except for size.

3. Temperature-Rise Rating: At exit enclosures, provide doors that have a temperature-rise rating as required by prevailing Building Code in 30 minutes of fire exposure.

E. Smoke-Control Door Assemblies: Comply with NFPA 105 or UL 1784.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver doors and frames palleted, wrapped, or crated to provide protection during transit and Project site storage. Do not use nonvented plastic.

B. Inspect doors and frames, on delivery, for damage. Minor damage may be repaired provided refinished items match new work and are approved by Architect; otherwise, remove and replace damaged items as directed.

C. Store doors and frames under cover at building site. Conform to the requirements of ANSI A 250-11-2001 for site storage unless more stringent requirements are noted herein. Place units on minimum 4-inch high wood blocking. Avoid using nonvented plastic or canvas shelters that could create a humidity chamber. If wrappers on doors become wet, remove cartons immediately. Provide minimum 1/4-inch spaces between stacked doors to permit air circulation.

PART 2 PRODUCTS

2.1 FABRICATION - GENERAL

A. Fabricate hollow metal units to be rigid, neat in appearance and free from defects, warp or buckle. Accurately form metal to required sizes and profiles. Weld exposed joints continuously, grind, dress, and make smooth, flush and invisible. Metallic filler to conceal manufacturing defects is not acceptable.

B. Unless otherwise indicated, provide countersunk flat Phillips or Jackson heads for exposed screws and bolts.

C. Prepare hollow metal units to receive finish hardware, including cutouts, reinforcing, drilling and tapping in accordance with Finish Hardware Schedule and templates provided by hardware suppliers. Comply with applicable requirements of ANSI A115 "Specifications for Door and Frame Preparation for Hardware."

D. Locate finish hardware as shown on final shop drawings in accordance with locations noted herein.

2.2 MANUFACTURERS

A. Provide products manufactured by Steelcraft, Curries, Ceco Door Products, or approved equal meeting these specifications.

2.3 FRAMES

A. Materials

1. Frames for exterior openings shall be made of commercial grade cold-rolled steel conforming to ASTM A 1008, Type B not less than 14 ga., and shall have a hot dipped galvannealed coating conforming to ASTM A 924 and A 653 with A60 coating. The zinc-alloy coating shall be a dull matte surface treated for paint adhesion.

2. Frames for interior openings shall be either commercial grade cold-rolled steel conforming to ASTM A 1008, Type B or commercial grade hot-rolled steel conforming to ASTM A 1011, Commercial Steel, Type B. Metal thickness shall be not less than sixteen (16) ga. for frames in openings 4'-0" or less in width; not less than fourteen (14) ga. for frames in openings over 4'-0" in width.

B. Design and Construction

1. All frames shall be welded units with integral trim, of the sizes and shapes shown on approved shop drawings. Unless otherwise noted, knock-down frames will only be accepted in drywall assemblies that have the drywall panels in place prior to installing the door frame.

a. Where knock-down frames are scheduled (at drywall), corners shall be mitered and reinforced with a wedge lock corner clip to provide a firm interlock of jambs to head.

2. All finished work shall be strong and rigid, neat in appearance, square, true and free of defects, warp or buckle. Molded members shall be clean cut, straight and of uniform profile throughout their lengths.

3. Jamb depths, trim, profile and backbends shall be as shown on drawings.

   a. Frames at drywall partitions shall be formed with double return backbends to prevent cutting into drywall surface.

4. Welded frames shall have corners mitered and reinforced and faces of welded frames shall be continuously back welded full depth and width of frame conforming to NAAMM Standard HMMA-820; face joints shall be hairline.

5. Minimum depth of stops shall be 5/8".

6. Frames for multiple or special openings shall have mullion and/or rail members which are closed tubular shapes having no visible seams or joints. All joints between faces of abutting members shall be securely welded and finished smooth.

   a. Mullions shall have 16 ga. internal steel stiffeners welded not less than 4" o.c.

7. Hardware Reinforcements

   a. Frames shall be mortised, reinforced, drilled and tapped at the factory for fully-templated mortised hardware only, in accordance with approved hardware schedule and templates provided by the hardware supplier. Where surface-mounted hardware is to be applied, frames shall have reinforcing plates.

   b. Minimum thickness of hardware reinforcing plates shall be as follows:

      1). Hinge and pivot reinforcements - seven (7) ga., 1-1/4" x 10" minimum size.

      2). Strike reinforcements - twelve (12) gauge

      3). Flush bolt reinforcements - twelve (12) gauge

      4). Closer reinforcements - twelve (12) gauge

      5). Reinforcements for surface mounted hardware - twelve (12) gauge.

8. Floor Anchors

   a. Provide adjustable floor anchors, providing not less than two (2) inch heightadjustment.

   b. Minimum thickness of floor anchors shall be fourteen (14) gauge.

9. Jamb Anchors

   a. Frames for installation in masonry walls shall be provided with adjustable jamb anchors of the wire type. Anchors shall be not less than 0.156" diameter steel wire. The number of anchors provided on each jamb shall be as follows:

      1). Frames up to 7'-6" height - three (3) anchors.

      2). Frames 7'-6" to 8'-0" height - four (4) anchors.

3). Frames over 8'-0" height - one (1) anchor for each 2'-0" or fraction thereof in height.

b. Frames for installation in stud partitions shall be provided with steel anchors of suitable design, not less than eighteen (18) gauge thickness, securely welded inside each jamb as follows:

1). Frames up to 7'-6" height - four (4) anchors.

2). Frames 7'-6" to 8'-0" height - five (5) anchors.

3). Frames over 8'-0" height - five (5) anchors plus one additional for each 2'-0" or fraction thereof over 8'-0".

c. Knock-down frames for installation in stud partitions that have drywall panels in place prior to installation of door frames shall have compression anchors at each jamb placed 4" below head of frame and attached to steel stud, bottom of frame shall have 16 ga. adjustable steel clip anchors fastened to stud runner.

1). Where height of frame is 9'-0" or greater, provide two (2) compression anchors at each jamb spaced 4" apart starting 4" below head of frame.

d. Frames to be anchored to previously placed concrete or masonry shall be provided with minimum 3/8" concealed bolts set into expansion shields or inserts at six (6) inches from top and bottom and twenty-four (24) inches o.c. Reinforce frames at anchor locations with sixteen (16) gauge sheet steel stiffeners welded to frame at each anchor.

10. Anchors in exterior frames and in masonry walls shall be hot dip galvanized per ASTM A 153.

11. Frames for installation in masonry wall openings more than 4'-0" in width shall have an angle or channel stiffener factory welded into the head. Such stiffeners shall be not less than twelve (12) gauge steel and not longer than the opening width, and shall not be used as lintels or load bearing members.

12. Dust cover boxes (or mortar guards) of not thinner than twenty-six (26) gauge steel shall be provided at all hardware mortises on frames to be set in masonry or plaster partitions.

13. Ceiling Struts: Minimum 3/8" thick x 2" wide steel.

14. All frames shall be provided with a steel spreader temporarily attached to the feet of both jambs to serve as a brace during shipping and handling.

15. Loose glazing stops shall be of cold rolled steel, not less than twenty (20) gauge thickness, butted at corner joints and secured to the frame with countersunk cadmium-or zinc-plated screws. Interior frames may be provided with snap-on glazing stops.

16. Except on weatherstripped frames, drill stops to receive three (3) silencers on strike jambs of single door frames and two (2) silencers on heads of double-door frames.

C. Finish: After fabrication, all tool marks and surface imperfections shall be removed, and exposed faces of all welded joints shall be dressed smooth. Frames shall then be chemically treated to insure maximum paint adhesion and shall be coated on all surfaces with one coat of rust-inhibitive baked-on alkyd primer standard with the manufacturer which is fully cured before shipment to a dry film thickness of 2.0 mils.

1. Frames set in masonry walls shall be grouted in as described in Section 042000, "Unit Masonry." These frames shall have surfaces in contact with grout shop coated with epoxy coating equal to Series 27 FC Typoxy made by Tnemec or approved equal spray applied at 4 to 6 mils, passing NFPA 101, Class A for smoke and flame spread, tested per ASTM E 84.

2.4 HOLLOW METAL DOORS

A. Materials: Doors shall be made of commercial quality, level, cold rolled steel conforming to ASTM A 1008, Commercial Steel, Type B and free of scale, pitting or other surface defects. Face sheets for interior doors shall be not less than eighteen (18) gauge. Face sheets for exterior doors shall be not less than sixteen (16) gauge and shall have a hot dipped galvannealed coating conforming to ASTM A 924 and A 653, A60 coating. The zinc alloy coating shall be a dull matte surface treated for paint adhesion.

B. Design and Construction

1. All doors shall be of the types and sizes shown on the approved shop drawings, and shall be fully welded seamless construction with no visible seams or joints on their faces or vertical edges. Minimum door thickness shall be 1-3/4".

2. All doors shall be strong, rigid and neat in appearance, free from warpage or buckles. Corner bends shall be true and straight and of minimum radius for the gauge of metal used.

3. Face sheets shall be stiffened by continuous vertical formed steel sections spanning the full thickness of the interior space between door faces. These stiffeners shall be not less than twenty two (22) gauge spaced not more than six (6) inches apart and securely attached to face sheets by spot welds not more than five (5) inches o.c. Spaces between stiffeners shall be sound deadened and thermal insulated the full height of the door with an inorganic non-combustible batt type material.

4. Door faces shall be joined at their vertical edges by a continuous weld extending the full height of the door. All such welds shall be ground, filled and dressed smooth to make them invisible and provide a smooth flush surface.

5. Top and bottom edges of all doors shall be closed with a continuous recessed steel channel not less than fourteen (14) gauge, extending the full width of the door and spot welded to both faces. Exterior doors shall have an additional flush closing channel at their top edges and, where required for attachment of weatherstripping, a flush closure also at their bottom edges. Openings shall be provided in the bottom closure of exterior doors to permit the escape of entrapped moisture.

6. Edge profiles shall be provided on both vertical edges of doors as follows:

a. Single-Acting Swing Doors: Beveled 1/8" in two (2) inches.

b. Double-Acting Swing Doors: Rounded on 2-1/8" radius.

c. No square edge doors permitted.

7. Hardware Reinforcements

a. Doors shall be mortised, reinforced, drilled and tapped at the factory for fully templated hardware only in accord with the approved hardware schedule andtemplates provided by the hardware supplier. Where surface-mounted hardware (or hardware, the interrelation

of which is to be adjusted upon installation - such as top and bottom pivots, floor closers, etc.) is to be applied, doors shall have reinforcing plates.

b. Minimum gauges for hardware reinforcing plates shall be as follows:

1). Hinge and pivot reinforcement - seven (7) gauge.

2). Reinforcement for lock face, flush bolts, concealed holders, concealed or surface mounted closers - twelve (12) gauge.

3). Reinforcements for all other surface mounted hardware - sixteen (16) gauge.

8. Glass Moldings and Stops

a. Where specified or scheduled, doors shall be provided with hollow metal moldings to secure glazing by others in accordance with glass opening sizes shown on drawings.

b. Fixed moldings shall be securely welded to the door on the security side.

c. Loose stops shall be not less than twenty (20) gauge steel, with mitered corner joints, secured to the framed opening by cadmium or zinc-coated countersunk screws spaced eight (8) inches o.c. Snap-on attachments will not be permitted. Stops shall be flush with face of door.

9. Louvers shall be sixteen (16) gauge sheet steel, stationary type, closely spaced inverted "V" blade design, flush with face sheets of door, integral with and welded to door. Fifty (50) percent free area, unless indicated otherwise on drawings.

C. Finish: After fabrication, all tool marks and surface imperfections shall be dressed, filled and sanded as required to make all faces and vertical edges smooth, level and free of all irregularities. Doors shall then be chemically treated to insure maximum paint adhesion and shall be coated, on all exposed surfaces, with manufacturer's standard rust-inhibitive alkyd primer as specified for frames which shall be fully cured before shipment.

D. Flatness: Doors shall maintain a flatness tolerance of 1/16" maximum, in any direction, including in a diagonal direction.

2.5 LABELED DOORS AND FRAMES

A. Labeled doors and frames shall be provided for those openings requiring fire protection ratings as scheduled on drawings. Such doors and frames shall be labeled by Underwriters' Laboratories or other nationally recognized agency having a factory inspection service.

B. If any door or frame specified by the Architect to be fire-rated cannot qualify for appropriate labeling because of its design, size, hardware or any other reason, the Architect shall be so advised before fabricating work on that item is started.

2.6 HARDWARE LOCATIONS

A. The location of hardware on doors and frames shall be as noted in "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames" of the Door Hardware Institute unless otherwise required by prevailing Handicapped Codes.

2.7 CLEARANCES

A. Fabricate doors and frames to meet edge clearances as follows:

1. Jambs and Head: 1/8" plus or minus 1/16".

2. Meeting Edges, Pairs of Doors: 1/8" plus or minus 1/16".

3. Bottom: 3/8" at threshold; 3/4" if no threshold.

B. Fire rated doors shall have clearances as required by NFPA 80.

2.8 MANUFACTURING TOLERANCES

A. Manufacturing tolerance shall be maintained within the limits given in HMMA 841 of ANSI/NAAMM, current edition.

2.9 PREPARATION FOR FINISH HARDWARE

A. Prepare door and frames to receive hardware:

1. Hardware supplier shall furnish hollow metal manufacturer approved hardware schedule, hardware templates, and samples of physical hardware where necessary to insure correct fitting and installation.

2. Preparation includes sinkages and cut-outs for mortise and concealed hardware.

B. Provide reinforcements for both concealed and surface applied hardware:

1. Drill and tap mortise reinforcements at factory, using templates.

2. Install reinforcements with concealed connections designed to develop full strength of reinforcements.

2.10 REJECTION

A. Hollow metal frames or doors which are defective, have hardware cutouts of improper size or location, or which prevent proper installation of doors, hardware or work of other trades, shall be removed and replaced with new at no cost.

PART 3 EXECUTION

3.1 INSPECTION

A. Examine the areas and conditions where steel doors and frames are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION

A. Refer to Section 062000 for installation procedures for all work of this Section.

END OF SECTION

SECTION 083113

ACCESS DOORS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

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

1.2 SECTION INCLUDES

A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the access doors as indicated on the drawings and/or specified herein, including, but not limited to, the following:

1. Frameless recessed panel access doors at drywall ceilings and walls.

2. Framed flush panel access doors at masonry and tile walls.

3. Provide access doors and frames for access from occupied spaces to the following, where indicated or required, and as directed by the trades of Divisions 23 and 26.

a. All shutoff or balancing valves.

b. Fire dampers, as required.

c. Points of duct access.

d. Pull boxes.

e. Controls of mechanical and electrical items.

f. Masonry shafts for pipes and conduits, as required.

g. Pipe spaces, if required.

h. Inlets of fans.

i. Fusible link and splitter damper at filter bank.

j. Automatic damper and motor.

k. Equipment not otherwise accessible.

1.3 RELATED SECTIONS

A. Unit Masonry - Section 042000.

B. Gypsum Drywall - Section 092900.

C. Ceramic Tiling - Section 093013.

D. Valves and connections - Division 23.

1.4 QUALITY ASSURANCE

A. For actual installation of the work of this Section, use only personnel who are thoroughly familiar with the manufacturer's recommended methods of installation and who are completely trained in the skills required.

B. Fire-Resistance Ratings: Wherever a fire-resistance classification is shown, or for construction where access doors are installed, provide required access door assembly with panel door, frame, hinge and latch from manufacturers listed in Underwriters' Laboratories, Inc. "Classified Building Materials Index" for the rating shown.

1. Provide UL label on each access panel.

2. Provide flush, key operated cylinder lock.

C. Size Variations: Obtain Architect's acceptance of manufacturer's standard size units which may vary slightly from sizes shown or scheduled.

1.5 SUBMITTALS

A. Before any materials of this Section are delivered to the job site, submit complete manufacturer's literature to the Architect. Submit plans and schedules showing size and location of each and every access door for Architect's acceptance prior to installation.

1.6 PRODUCT HANDLING

A. Protection: Use all means necessary to protect the materials of this Section before, during, and after installation, and to protect the installed work and materials of all other trades.

B. Replacements: In the event of damage, immediately make all repairs and replacements necessary.

PART 2 PRODUCTS

2.1 MATERIALS AND FABRICATION

A. Provide access door assembly manufactured by Milcor Inc, or equal made by Nystrom Inc., Karp Associates, Inc. or approved equal. Assembly shall be an integral unit complete with all parts and ready for installation.

B. Fabricate units of continuous welded steel construction. Grind welds smooth and flush with adjacent surfaces. Provide attachment devices and fasteners of the type required to secure access panels to the types of supports shown.

C. Frames for Masonry and Tile Wall Only (Flush Panel Units): Fabricate frame from sixteen (16) gauge steel. Provide frame with exposed flange not less than one (1) inch wide around perimeter of frame for exposed masonry and tile finishes.

1. For installation in masonry construction, provide frames with adjustable metal masonry anchors.

D. Frameless Units for Drywall Surfaces (Recessed Panel Units): Provide access doors without exposed frames for drywall adhered to recessed panel.

E. Panels: Fabricate from fourteen (14) gauge steel, with concealed spring hinges set to open to 175 degrees. Provide removable pin type hinges of the quantity required to support the access panel sizes used in the work. Finish with manufacturer's factory applied baked enamel prime coat applied over phosphate protective coating on steel.

F. Locking Devices

1. For non-rated access doors, provide flush, screwdriver operated cam locks of number required to hold door in flush, smooth plane when closed.

2. For fire rated doors, provide locks as described in paragraph 1.4, B. herein.

G. Inserts and Anchorage: Furnish inserts and anchoring devices which must be built into masonry for the installation of access panels. Provide setting drawings, templates, instructions, and directions for installation of anchorage devices. Coordinate delivery with other work to avoid delay.

PART 3 EXECUTION

3.1 INSPECTION

A. Examine the areas and conditions where access doors are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 COORDINATION

A. Coordinate all work with the mechanical trades to insure proper locations and in a timely manner to permit orderly progress of the total work.

B. Set frames accurately in position and securely attach to supports with face panels plumb or level in relation to adjacent finish surfaces.

C. Adjust hardware and panels after installation for proper operation.

D. Remove and replace panels or frames which are warped, bowed, or otherwise damaged.

END OF SECTION

SECTION 092900

GYPSUM DRYWALL

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

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

1.2 SECTION INCLUDES

A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the gypsum drywall as shown on the drawings and/or specified herein, including, but not limited to, the following:

1. Gypsum board work for partitions, ceilings, column enclosures, furring, and elsewhere where gypsum drywall work is shown on drawings.

2. Metal supports for gypsum drywall construction.

3. Acoustical insulation for gypsum drywall work.

4. Sealant for gypsum drywall work.

5. Concealed metal reinforcing for attachment of railings, toilet partitions and other items supported on drywall partitions and walls.

6. Taping and finishing of drywall joints.

7. Installing rings and frames in drywall surfaces for grilles, registers and lighting fixtures.

8. Gypsum wallboard cants at beams and other projections over 2" deep in elevator shafts where adjoining wall is of gypsum wallboard construction.

9. Gypsum shaftwall construction.

10. Bracing and connections.

1.3 RELATED SECTIONS

A. Thermal Insulation - Section 072100.

B. Hollow metal door frames - Section 081113.

C. Access Doors - Section 083113.

D. Painting and Finishing - Section 099000.

E. Elevators - Division 14.

F. Rings for grilles, registers and light fixtures - Division 23 and 26.

1.4 QUALITY ASSURANCE

A. The following standards, as well as other standards which may be referred to in this Section, shall apply to the work of this Section:

1. The Gypsum Construction Handbook, latest edition, USG.

2. Construction Guide, latest edition, National Gypsum.

3. ASTM A 568 "Standard Specification for Steel, Sheet, Carbon, and High-Strength, Low-Alloy, Hot-Rolled and Cold-Rolled, General Requirements For"

4. ASTM C 475 "Standard Specification for Joint Treatment Materials For Gypsum Wallboard Construction"

5. ASTM C 645 "Standard Specification for Non-Structural Steel Framing Members"

6. ASTM C 754 "Standard Specification for Installation of Steel Framing Members to Receive Screw Attached Gypsum Panel Products"

7. ASTM C 840 "Standard Specification for Application and Finishing of Gypsum Board"

8. ASTM C 919 "Standard Specification for Use of Sealants in Acoustical Applications"

9. ASTM C 954 "Standard Specification for Steel Drill Screws For the Application of Gypsum Board or Metal Plaster Bases to Steel Studs From 0.033 in. to 0.112 in. in Thickness"

10. ASTM C 1002 "Standard Specification for Steel Self-Piercing Tapping Screws For the Application of Gypsum Board"

11. ASTM C 1177 "Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing"

12. ASTM C 1178 "Standard Specification for Glass Mat Water Resistant Gypsum Backing Board"

13. ASTM C 1278 "Standard Specification for Fiber-Reinforced Gypsum Panel"

14. ASTM C 1396 "Standard Specification for Gypsum Board"

15. ASTM D 3273 "Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber"

B. Allowable Tolerances: 1/32" offsets between planes of board faces, and 1/16" in 8'-0" for plumb, level, warp and bow.

C. System Design Load

1. Provide drywall shaft systems for elevators designed and tested by manufacturer to withstand a lateral loading (air pressure) of 10 lbs. per sq. ft. for the maximum wall height required, and with deflection limited to L/240 of partition height.

2. Provide standard drywall wall assemblies designed and tested by manufacturer to withstand a lateral load of 5 lbs. per sq. ft. for the maximum wall height required, and with deflection limited to L/240 of partition height.

a. Drywall assemblies with tile finish shall have a deflection limit of L/360.

3. Provide drywall ceiling assemblies designed, fabricated and installed to have a deflection not to exceed L/360.

D. Fire-Resistance Rating: Where gypsum drywall with fire resistance ratings are indicated, provide materials and installations which are identical with those of applicable assemblies tested per ASTM E 119 by fire testing laboratories, or to design designations in UL "Fire Resistance Directory" or in listing of other testing agencies acceptable to authorities having jurisdiction, and compliant with UL Test #2079; criteria for cycle movement for all field height wall sections requiring allowance for vertical deflection within framing details.

E. Installer: Firm with not less than 5 years of successful experience in the installation of specified materials.

1.5 SUBMITTALS

A. Submit shop drawing for each drywall partition, furring and ceiling system showing size and gauges of framing members, hanger and anchorage devices, wallboard types, insulation, sealant, methods of assembly and fastening, control joints indicating column lines, corner details, joint finishing and relationship of drywall work to adjacent work.

B. Samples: Each material specified herein, 12" x 12", or 12" long, or in manufacturer's container, as applicable for type of material submitted.

C. Manufacturer's Literature: Submit technical and installation instructions for each drywall partition, furring and ceiling system specified herein, and for each fire-rated and sound-rated gypsum board assembly. Submit other data as required to show compliance with these specifications, including data for mold resistant joint compound.

D. Test Reports: This Contractor shall submit test report, obtained by drywall manufacturer, indicating conformance of drywall assemblies to required fire ratings and sound ratings.

1.6 PRODUCT HANDLING AND PROTECTION

A. Deliver, store and handle drywall work materials to prevent damage. Deliver materials in their original, unopened containers or bundles, and store where protected from moisture, damage and from exposure to the elements. Store wallboard in flat stacks.

B. Protect wallboard from becoming wet.

1.7 ENVIRONMENTAL CONDITIONS

A. Provide and maintain minimum temperature of fifty-five (55) degrees F. and adequate ventilation to eliminate excessive moisture within the building in the area of the drywall work for at least twenty-four (24) hours, prior to, during and after installation of drywall work. Installation shall not start until windows are glazed and doors are installed, unless openings are temporarily closed. Space above suspended ceilings shall be vented sufficiently to prevent temperature and pressure build up.

1.8 JOB MOCK-UP

A. At a suitable location, where directed by the Architect, lay up a portion of a finished wall and ceiling demonstrating the quality of work, including finishing, to be obtained under this Section. Omit drywall boards in locations as directed by the Architect to show stud spacing and attachments; after acceptance, complete assembly.

B. Adjust the finishing techniques as required to achieve the finish required by the Architect as described in this Section of these specifications.

C. Upon approval of the mock-up, the mock-up may be left in place as a portion of the finished work of this Section.

D. All drywall work shall be equal in quality to approved mock-up.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturers for Gypsum Drywall Panels and Accessories: U.S. Gypsum Co., Georgia Pacific, CertainTeed Corporation, Lafarge North America, or National Gypsum Co. meeting specification requirements are acceptable.

1. All drywall products must be manufactured in North America.

B. Acceptable Manufacturers for Metal Supports of Drywall Assemblies: Unless otherwise noted, provide products manufactured by ClarkDietrich Building Systems, Super Stud Building Products, Marino/Ware, or approved equal.

2.2 METAL SUPPORTS

A. Metal Floor and Ceiling Runners

1. Channel Type: Formed from 20 U.S. Std. gauge (unless otherwise noted) galvanized steel, width to suit channel type metal studs. Use 20 ga. top runners with 1-1/4" minimum flanges.

2. Ceiling runners and head of wall connections at rated partitions shall conform to UL #2079 for cycle movement. Provide positive mechanical connection of framing to structure, allowing for vertical movement within connections. Minimum of 20 ga. galvanized steel for clips, 25 ga. galvanized steel for ceiling runners. Providing a friction free – anti-seizure movement capacity.

a. As manufactured by the Steel Network, VertiClip or VertiTrack or equal made by Metal-Lite Inc.

b. FireTrak (including stud clips) by FireTrak Corp. or equal made by Metal-Lite Inc.

3. "J" Type: Formed from 20 U.S. Std. gauge galvanized steel, 1" x 2-1/2" or 4" wide (to suit detail) x 2-1/4" (for shaft wall).

B. Metal Studs, Framing and Furring

1. Channel Type Studs: Channel type with holes for passage of conduit formed from minimum 20 U.S. Std. gauge (unless heavier gauge is required to meet deflection limits) galvanized steel, width as shown on drawings.

2. Furring Channels: Hat shaped, formed from galvanized steel, 25 U.S. Std. gauge.

3. "C-H," "CT," or "I" Type Stud: 1-1/2" x 2-1/2", 4" or 6" wide (to suit detail) galvanized steel. Use for shaft wall construction; gauge and size as required to meet deflection limits given herein.

4. Double "E" Type Stud or "J" Track with Holding Tabs: 1" x 2-1/2", 4" or 6" wide (to suit detail) galvanized steel. Use for shaft wall construction; gauge and size as required to meet deflection limits given herein.

5. Continuous 16 gauge x 8" wide steel wall plate screwed to studs as required for support of railings, toilet partitions and other items supported on drywall partitions and walls.

C. Suspended Ceiling and Fascia Supports

1. Main Runners: 1-1/2" steel channels, cold rolled at 0.475 lbs. per ft., rust-inhibitive paint finish.

2. Furring Members: Screw-type hat-shaped furring channels of 25 ga. zinc-coated steel; comply with ASTM C 645.

3. Hangers: Galvanized, 1" x 3/16" flat steel slats capable of supporting 5x calculated load supported.

4. Hanger Anchorages: Provide inserts, clips, bolts, screws and other devices applicable to the required method of structural anchorage for ceiling hangers. Size devices for 5x calculated load supported.

5. Furring Anchorages: 16 ga. galvanized wire ties, manufacturer's standard clips, bolts or screws as recommended by furring manufacturer.

D. All galvanized steel members shall have coating conforming to ASTM A 653, G60.

2.3 GYPSUM WALLBOARD TYPES

A. Gypsum Wall Board: 1/2" thick and 5/8" thick as indicated on drawings, "Sheetrock" by USG, "Gold Bond" by National Gypsum, or "Regular Gypsum" by CertainTeed Corp., 48" wide, in maximum lengths available to minimize end-to-end butt joints.

B. Fire Rated Gypsum Wall Board: 1/2" thick and 5/8" thick as indicated on drawings, "Sheetrock Firecode C" by USG, "Firecheck Type C" by Lafarge/Continental, or "Gold Bond Fireshield" by National Gypsum, 48" wide, in maximum lengths available to minimize end-to-end butt joints.

C. Water Resistant Backing Board for Tile Finish: 5/8" thick, "Fiberock Aqua-Tough" by USG, "Dens-Shield Tile Backer Board" by Georgia Pacific, or "DiamondBack Tile Backer" by CertainTeed Corp. Cover joints with a pressure sensitive woven glass fiber tape equal to Imperial Type P Tape.

D. Moisture/Mold Resistant Gypsum Wall Board at locations listed below, unless otherwise shown on drawings: 1/2" thick and 5/8" thick as indicated on drawings, "Mold Tough" or "Mold Tough FR" by U.S. Gypsum, "DensArmor Plus" by Georgia Pacific, "Mold Defense" and/or "Mold Defense Type X" by Lafarge/Continental, or "Gold Bond EXP Interior Extreme Gypsum Board" by National Gypsum, 48" wide, in maximum lengths available to minimize end-to-end butt joints. Board must have a rating of 10 per ASTM D 3273 with a core that meets ASTM C 1396, Section 6 or ASTM C 1658.

1. Areas in toilet rooms, lockers, janitor's closets not scheduled to receive ceramic tile, or where fire rating is required.

2. Interior faces of exterior walls of basements, cellars and other below grade rooms.

3. Walls and ceilings of spaces containing condensers, water tanks, water pumps and pressure reduction valves.

4. Walls and ceilings of laundry rooms.

5. Portions of walls within 2 feet of kitchen sinks to a height of 4 feet above the floor.

6. Portions of walls within 2 feet of kitchen stoves to a height of 4 feet above the floor.

7. Walls of bathrooms that are no solely water closet compartments, other than walls specifically required to be cement board.

8. Walls and ceilings in service sink closets.

9. Portion of walls within 2 feet of mop sinks or service sinks to a height of 4 feet above the floor.

10. All perimeter walls and wet shafts.

E. Mold Resistant Shaft Wall Liner: Solid gypsum board liner for shaft wall construction, 1" thick, 24" wide, as required to suit condition, by standard lengths as required, beveled edges. Provide "Mold Tough Liner Panel" by USG, "DensGlass Ultra Shaft Guard" by Georgia Pacific, "Mold Defense Shaftliner Type X" and/or "Weather Defense Shaftliner Type X" by Lafarge/Continental, or "Gold Bond Brand Fireshield Shaft Liner XP," "Gold Bond Brand EXP Extended Exposure Shaft Liner" by National Gypsum, or "M2Tech Shaftliner" by CertainTeed Corp.

1. Liner board must have a rating 10 per ASTM D 3273 with a core that meets ASTM C 1396 Section 6.

F. Cement Board (for tile backer board in shower areas and wherever else scheduled): ½" thick "Durock Tile Backer Board" by USG, "Wonder Board Lite" by Custom Building Products, or approved equal.

2.4 ACCESSORIES

A. Acoustical Insulation: Paper-less, non-combustible, semi-rigid mineral fiber mat, 2" thick, in walls (unless otherwise indicated), 3 lb./cu. ft. maximum density; Thermafiber LLC "Thermafiber," or approved equal.

B. Fasteners for Wall Board: USG Brand Screws; Type S Bugle Head for fastening wallboard to lighter gauge interior metal framing (up to 20 ga.). Type S-12 Bugle Head for fastening wallboard to heavier gauge interior metal framing (20 ga. to 12 ga.); Type S and Type S-12 Pan Head for attaching metal studs to door frames and runners; and Type G Bugle Head for fastening wallboard to wall board. Lengths specified below under "Part 3 - Execution" Articles and as recommended by drywall manufacturer.

C. Laminating Adhesive: "Sheetrock Brand Joint Compound."

D. Metal Trim - Corner Beads: For 90 degree External Corners - "Dur-A-Bead" No. 103, 27 U.S. Std. ga. galvanized steel, 1-1/4" x 1-1/4", for 90 degree external corners.

E. Metal Trim - Edge Beads: "Sheetrock Brand Paper Faced Metal Bead and Trim."

F. Metal Trim - Special Profiles: As selected by Architect.

G. Metal Trim Treatment Materials and Joint Treatment Materials for Gypsum Drywall Boards: Paper tape for joint reinforcing; Setting Type (Durabond 90) or Lightweight Setting Type Joint Compound for taping and topping; and Ready Mix Compound for finishing.

1. For mold-resistant drywall, water resistant drywall, and tile backer board, use glass mesh tape with setting joint compound that is rated 10 when tested in accordance with ASTM D 3273 and evaluated in accordance with ASTM D 3274. Acceptable joint compound is "Rapid Set One Pass" made by CTS Cement Manufacturing Corp. or "Rapid Joint" manufactured by Lafarge North America or approved equal meeting standards noted herein.

H. Control Joints: No. 0.093, USG.

I. Acoustical Sealant: USG "Acoustical Sealant" or "Tremco Acoustical Caulking" of Tremco Mfg. Co., or approved equal.

J. Neoprene Gaskets: Conform to ASTM D 1056.

K. Aluminum Reveal Trim: Extruded accessories of profiles indicated, as manufactured by Fry Reglet Corp., or equal by Pittcon Industries, Gordon, Inc., or approved equal, fabricated of 0.062" thick aluminum sheet, mill finish, of alloy and temper with not less than the strength and durability properties of ASTM B 221, Alloy 6063-T5.

PART 3 EXECUTION

3.1 INSPECTION

A. Examine the areas and conditions where gypsum drywall is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 GENERAL INSTALLATION REQUIREMENTS

A. General

1. Install drywall work in accordance with drywall manufacturer's printed instructions and as indicated on drawings and specified herein.

2. All metal framing for drywall partitions shall extend from floor to underside of structural deck above. Provide for vertical deflection with positive mechanical connections of framing members to structure.

3. Provide concealed reinforcement, 16 ga. thick by eight (8) inches wide or as detailed or as recommended by manufacturer, for attachment of railings, toilet partitions, and other items to be supported on the partitions which cannot be attached to the metal framing members. Concealed reinforcement shall span between metal studs and be attached thereto using two (2) self-tapping pan head screws at each stud.

a. Back of drywall shall be scored or notched to prevent bulging out where reinforcement plate occurs.

B. Fire-Rated Assemblies: Install fire-rated assemblies in accordance with requirements of authorities having jurisdiction, Underwriters' Laboratories and test results obtained and published by the drywall manufacturer, for the fire-rated drywall assembly types indicated on the drawings.

C. Acoustical Assemblies: Install acoustically-rated assemblies to achieve a minimum STC as noted on drawings, in accordance with test results obtained and published by the drywall manufacturer, for the drywall assembly type indicated on the drawings.

D. Sealant

1. Install continuous acoustical sealant bead at top and bottom edges of wallboard where indicated or required for sound rating as wallboard is installed, and between metal trim edge beads and abutting construction.

2. Install acoustical sealant in 1/8" wide vertical control joints within the length of the wall or partitions, and in all other joints, specified below under "Control Joints." Install bead of acoustical sealant around electric switch and outlet boxes, piping, ducts, and around any other penetration in the wallboard; place sealant bead between penetrations and edge of wallboard.

3. Where sealant is exposed to view, protect adjacent surfaces from damage and from sealant material, and tool sealant flush with and in same plane as wallboard surface. Sealant beads shall be 1/4" to 3/8" diameter.

E. Wall Board Application

1. Do not install wallboard panels until steel door frames are in place; coordinate work with Section 081113, "Steel Doors and Frames."

2. See drawings for all board types. Use fire-rated wallboard for fire-rated assemblies. Use sag-resistant ceiling board for ceilings. Use water-resistant wallboard where indicated on drawings and where wallboard would be subject to moisture. Install water-resistant wallboard in full, large sheets (no scraps) to limit number of butt joints.

3. Apply wallboard with long dimension parallel to stud framing members, and with abutting edges occurring over stud flanges.

4. Install wallboard for partitions from floor to underside of structure above and secure rigidly in place by screw attachment, unless otherwise indicated.

5. Provide "Thermafiber" safing insulation meeting standards of Section 078413 at flutes of metal deck where partitions carry up to bottom of metal deck.

6. Neatly cut wallboard to fit around outlets, switch boxes, framed openings, piping, ducts, and other items which penetrate wallboard; fill gaps with acoustic sealant.

7. Where wallboard is to be applied to curved surfaces, dampen wallboard on back side as required to obtain required curve. Finish surface shall present smooth, even curve without fluting or other imperfections.

8. Screw fasten wallboard with power-driven electric screw driver, screw heads to slightly depress surface of wallboard without cutting paper, screws not closer than 3/8" from ends and edges of wallboard.

9. Where studs are doubled-up, screw fasten wallboard to both studs in a staggered pattern.

F. Cementitious Backer Board

1. General: Furnish cementitious backer board in maximum available lengths. Install horizontally, with end joints over framing members.

2. Fastening: Secure cementitious backer board to each framing member with screws spaced not more than 12 inches on center and not closer than 1/2" from the edge. Install screws with a conventional screw gun so that the screw heads are flush with the surface of the board.

3. Joint Treatment: Fill space between edge of backer and receptor with dry-set Portland cement or latex-Portland cement mortar. Fill all horizontal and vertical joints and corners with dry-set Portland cement or latex-Portland cement mortar. Apply fiberglass tape over joints and corners and embed with same mortar.

G. Metal Trim: Install and mechanically secure in accordance with manufacturer's instructions; and finish with three (3) coats of joint compound, feathered and finish sanded smooth with adjacent wallboard surface, in accordance with manufacturer's instructions.

1. Corner Beads: Install specified corner beads in single lengths at all external corners, unless corner lengths exceed standard stock lengths.

2. Edge Beads: Install specified edge beads in single lengths at all terminating edges of wallboard exposed to view, where edges abut dissimilar materials, where edges would be exposed to view, and elsewhere where shown on drawings. Where indicated on drawings, seal joint between metal edge bead and adjoining surface with specified gasket, 1/8" wide minimum and set back 1/8" from face of wallboard, unless other size and profile indicated on drawings.

3. Casing beads shall be set in long lengths, neatly butted at joints. Provide casing beads at juncture of board and vertical surfaces and at exposed perimeters.

H. Control Joint Locations: Gypsum board surfaces shall be isolated with control joints where:

1. Ceiling abuts a structural element, dissimilar wall or other vertical penetration.

2. Construction changes within the plane of the partition or ceiling.

3. Shown on approved shop drawings.

4. Ceiling dimensions exceed thirty (30) feet in either direction.

5. Wings of "L," "U," and "T" shaped ceiling areas are joined.

6. Expansion or control joints occur in the structural elements of the building.

7. Shaftwall runs exceed 30' without interruption.

8. Partition or furring abuts a structural element or dissimilar wall or ceiling.

9. Partition or furring runs exceed 30' without interruption.

10. Where control joints are required, ceiling height door frames may be used as control joints. Less than ceiling height frames shall have control joints extending to the ceiling from both corners.

I. Joint Treatment and Spackling

1. Joints between face wallboards in the same plane, joints at internal corners of intersecting partitions and joints at internal corners of intersections between ceilings and walls or partitions shall be filled with joint compound.

2. Screw heads and other depressions shall be filled with joint compound. Joint compound shall be applied in three (3) coats, feathered and finish surface sanded smooth with adjacent wallboard surface, in accordance with manufacturer's instructions. Treatment of joints and screw heads with joint compound is also required where wallboard will be covered by finish materials which require a smooth surface, such as vinyl wall coverings.

3.3 FURRED WALLS AND PARTITIONS

A. Use specified metal furring channels. Run metal furring channel framing members vertically, space sixteen (16) inches o.c. maximum. Fasten furring channels to concrete or masonry surfaces with power-driven fasteners or concrete stub nails spaced sixteen (16) inches o.c. maximum through alternate wing flanges (staggered) of furring channel. Furring channels shall be shimmed as necessary to provide a plumb and level backing for wallboard. At inside of exterior walls, an asphalt felt protection strip shall be installed between each furring channel and the wall. Furring channel and splices shall be provided by nesting channels at least eight (8) inches and securely anchoring to concrete or masonry with two (2) fasteners in each wing.

B. Wallboard Installation: Same as specified under Article 3.4 - "Metal Stud Partitions."

3.4 METAL STUD PARTITIONS

A. Unless otherwise noted, steel framing members shall be installed in accordance with ASTM C 754.

B. Runner Installation: Use channel type. Align accurately at floor according to partition layout. Anchor runners securely sixteen (16) inches o.c. maximum with power-driven anchors to floor slab, with power-driven anchors to structural slab above. See "Stud Installation" below for runners over heads of metal door frames. Where required, carefully remove sprayed-on fireproofing to allow partition to be properly installed.

C. Stud Installation

1. Use channel type, positioned vertically in runners, spaced as noted on drawings but not more than sixteen (16) inches o.c.

2. Anchor studs to floor runners with screw fasteners. Provide snap-in or slotted hole slip joint bolt connections of studs to ceiling runners leaving space for movement. Anchor studs at partition intersections, partition corners and where partition abuts other construction to floor and ceiling runners with sheet metal screws through each stud flange and runner flange.

3. Connection at ceiling runner for non-rated partitions shall be snap-in or slotted hole slip joint bolt connection that shall allow for movement. Seal studs abutting other construction with 1/8" thick neoprene gasket continuously between stud and abutting construction.

4. Connections for fire rated partitions at ceiling runners shall conform to UL Design #2079.

5. Install metal stud horizontal bracing wherever vertical studs are cut or wallboard is cut for passage of pipes, ducts or other penetrations, and anchor horizontal bracing to vertical studs with sheet metal screws.

6. At jambs of door frames and borrowed light frames, install doubled-up studs (not back to back) from floor to underside of structural deck, and securely anchor studs to jamb anchors of frames and to runners with screws. Provide cross braces from hollow metal frames to underside of slab.

7. Over heads of door frames, install cut-to-length section of runner with flanges slit and web bent to allow flanges to overlap adjacent vertical studs, and securely anchor runner to adjacent vertical studs with sheet metal screws. Install cut-to-length vertical studs from runner (over heads of door frame) to ceiling runner sixteen (16) inches maximum o.c. and at vertical joints of wallboard, and securely anchor studs to runners with sheet metal screws.

8. At control joints, in field of partition, install double-up studs (back to back) from floor to ceiling runner, with 1/4" thick continuous compressible gasket between studs. When necessary, splice studs with eight (8) inches minimum nested laps and attach flanges together with two (2) sheet metal screws in each flange. All screws shall be self-tapping sheet metal screws.

D. Runners and Studs at Chase Wall: As specified above for "Runners" and "Studs" and as specified herein. Chase walls shall have either a single or double row of floor and ceiling runners with metal studs sixteen (16) inches o.c. maximum and positioned vertically in the runners so that the studs are opposite each other in pairs with the flanges pointing in the same direction. Anchor all studs to runner flanges with sheet metal screws through each stud flange and runner flange following requirements of paragraph 3.4, B. Provide cross bracing between the rows of studs by attaching runner channels or studs set full width of chase attached to vertical studs with one self-tapping screw at each end. Space cross bracing not over thirty-six (36) inches o.c. vertically.

E. Wallboard Installation - Single Layer Application (Screw Attached)

1. Install wallboard with long dimension parallel to framing member and with abutting edge joints over web of framing member. Install wallboard with long dimension perpendicular to framing members above and below openings in drywall extending to second stud at each side of opening. Joints on opposite sides of wall shall be arranged so as to occur on different studs.

2. Boards shall be fastened securely to metal studs with screws as specified. Where a free end occurs between studs, back blocking shall be required. Center abutting ends over studs. Correct work as necessary so that faces of boards are flush, smooth, true.

3. Wallboard screws shall be applied with an electric screw gun. Screws shall be driven not less than 3/8" from ends or edges of board to provide uniform dimple not over 1/32" deep. Screws shall be spaced twelve (12) inches o.c. in the field of the board and 8" o.c. staggered along the abutting edges.

4. All ends and edges of wallboard shall occur over screwing members (studs or furring channels). Boards shall be brought into contact but shall not be forced into place. Where ends or edges abut, they shall be staggered. Joints on opposite sides of a partition shall be so arranged as to occur on different studs.

5. At locations where piping receptacles, conduit, switches, etc., penetrate drywall partitions, provide non-drying sealant and an approved sealant stop at cut board locations inside partition.

F. Wallboard Installation - Double-Layer Application

1. General: See drawings for wallboard partition types required.

2. First Layer (Screw Attached): Install as described above for single layer application.

3. Second Layer (Screw Attached): Screw attach second layer, unless laminating method of attachment indicated on drawings or necessary to obtain required sound rating or fire rating. Install wallboard vertically with vertical joints offset thirty two (32) inches from first layer joints

and staggered on opposite sides of wall. Attach wallboard with 1-5/8" screws sixteen (16) inches o.c. along vertical joints and sixteen (16) inches o.c. in the field of the wallboard. Screw through first layer into metal framing members.

4. Second Layer (Laminated): Install wallboard vertically. Stagger joints of second layer from first layer joints. Laminate second layer with specified laminating adhesive in beads or strips running continuously from floor to ceiling in accordance with manufacturer's instructions. After laminating, screw wallboard to framing members with 1-5/8" screws, spaced twelve (12) inches o.c. around perimeter of wallboard.

G. Wallboard Installation - Laminated Application: Where laminated wallboard is indicated, use specified laminating adhesive, install wallboard vertically and maintain tolerances as specified for screw attached wallboard.

H. Insulation Installation: Install where indicated on drawings. Place blanket tightly between studs.

I. Deflection of Structure Above: To allow for possible deflection of structure above partitions, provide top runners for non-rated partitions with 1-1/4" minimum flanges and do not screw studs or drywall to top runner. Where positive anchorage of studs to top runner is required, anchorage device shall be by means of slotted hole (in clip connection with screw attachment to web of steel through bushings located in slots of clips), or other anchorage device approved by Architect.

J. Control Joints

1. Leave a 1/2" continuous opening between gypsum boards for insertion of surface mounted joint.

2. Back by double framing members.

3. Attach control joint to face layer with 9/16" galvanized staples six (6) inches o.c. at both flanges along entire length of joint.

4. Provide two (2) inch wide gypsum panel strip or other adequate seal behind control joint in fire rated partitions and partitions with safing insulation.

3.5 DRYWALL FASCIAS AND CEILINGS

A. Furnish and install inserts, hanger clips and similar devices in coordination with other work.

B. Secure hangers to inserts and clips. Clamp or bolt hangers to main runners.

C. Space main runners 4'-0" o.c. and space hangers 4'-0" o.c. along runners, except as otherwise shown.

D. Level main runners to a tolerance of 1/4" in 12'-0", measured both lengthwise on each runner and transversely between parallel runners.

E. Metal Furring Channels: Space sixteen (16) inches o.c. maximum. Attach to 1-1/2" main runner channels with furring channel clips (on alternate sides of main runner channels). Furring channels shall not be let into or come in contact with abutting masonry walls. End splices shall be provided by nesting furring channels no less than eight (8) inches and securely wire tying. At any openings that interrupt the furring channels, install additional cross reinforcing to restore lateral stability.

F. Mechanical accessories, hangers, splices, runner channels and other members used in suspension system shall be of metal, zinc coated, or coated with rust inhibitive paint, of suitable design and of adequate

strength to support units securely without sagging, and such as to bring unit faces to finished indicated lines and levels.

1. Provide special furring where ducts are over two (2) feet wide.

G. Apply board with its long dimension at right angles to channels. Locate board butt joints over center of furring channels. Attach board with one (1) inch self-drilling drywall screws twelve (12) inches o.c. in field of board at each furring channel; eight (8) inches o.c. at butt joints located not less than 3/8" from edges.

3.6 SHAFT WALLS

A. Runner Installation: Use "J" metal runners at floor and ceiling, with the short leg toward finish side of wall. Securely attach runners to structural supports with power-driven fasteners at both ends and twenty-four (24) inches o.c.

B. Shaft Wall Liner: Cut shaft wall liner panels one (1) inch less from floor to ceiling height and erect vertically between J-runners.

C. C-H Studs: Cut metal studs 3/8" to not more than 1/2" less than floor to ceiling height and install between shaft wall liner panels so that panels are fitted snugly into the one (1) inch wide "H," "T," or "I" portion of the stud. Space studs twenty-four (24) inches o.c., unless otherwise indicated on drawings. Install full-length steel E-Studs or J-runners vertically at T-intersections, corners, door jambs, and columns. Install full length E-Studs or J-runners over shaft wall liner both sides of closure panels. Frame openings cut within a liner panel with J-Runner around perimeter. For openings, frame with vertical E-Stud or J-runner at edges, horizontal runner at head and sill, and reinforcing as shown on the drawings. Suitably frame all openings to maintain structural support for wall. Install floor-to-ceiling steel E-Studs or J-runners each side of elevator door frames to act as strut-studs. Attach strut-stud to floor and ceiling runners with two (2) 3/8" Type S screws, space twelve (12) inches o.c. Over metal doors, install a cut to length section of runner and attach to strut-studs with clip angles and 3/8" Type S Screws space twelve (12) inches o.c.

D. Wallboard Installation - Double Layer Installation: Erect gypsum wallboard base layer vertically or horizontally to meet fire rating on one side of studs with end joints staggered. Fasten base layer panels to studs with one (1) inch Type S screws twenty four (24) inches o.c. Caulk perimeter of base layer panels. Apply gypsum wallboard face layer vertically over base layer with joints staggered and attached with 1-5/8" Type S screws staggered from those in base, spaced eight (8) inches o.c. and driven into studs.

E. Wallboard Installation (Where Both Sides of Shaft Wall are Finished): Apply gypsum wallboard face layers vertically both sides of studs. Stagger joints on opposite partition sides. Fasten panels with one (1) inch or two (2) inches Type S screws spaced eight (8) inches o.c. in field and along edges into studs.

F. Cants: Provide one (1) inch thick shaft wall liner, cut to suit condition, at beams and other projections wider than two (2) inches in elevator shafts. Cants shall slope seventy-five (75) degrees from the horizontal. Screw attach shaft wall liner to the vertical metal studs.

G. Support elevator hoistway door frames independently of drywall shaft framing system, or reinforce system in accordance with system manufacturer's instructions.

H. Where handrails are indicated for direct attachment to drywall shaft system, provide not less than a sixteen (16) ga. x eight (8) inches wide galvanized steel reinforcement strip, accurately positioned and secured to studs and concealed behind not less than one 1/2" thick course of gypsum board in the system.

I. Integrate stair hanger rods with drywall shaft system by locating cavity of system as required to enclose rods.

3.7 ERECTION AT COLUMN ENCLOSURES

A. Metal furring supports shall be provided under work of this Section, and shall be cut to lengths as necessary for tight fit such that spacing is not more than sixteen (16) inches o.c.

B. Board shall be fastened securely to supports with screws as specified. Place boards in position with minimum amount of joints. Where free ends occur between supports, back-blocking or furring shall be required. Center abutting ends over supports. Correct work as necessary so that faces of boards are flush, smooth and true. Provide clips or cross furring for attachment as required.

C. All layers shall be screw attached to furring.

D. When column finish called for on drawings to be in the same plane as drywall finish layer, maintain even, level plane.

3.8 FINISHING

A. Taping: A thin, uniform layer of compound shall be applied to all joints and angles to be reinforced. Reinforcing tape shall be applied immediately, centered over the joint, seated into the compound. A skim coat shall follow immediately, but shall not function as a fill or second coat. Tape shall be properly folded and embedded in all angles to provide a true angle.

B. Filling: After initial coat of compound has hardened, additional compound shall be applied, filling the board taper flush with the surface. The fill coat shall cover the tape and feather out slightly beyond the tape. On joints with no taper, the fill coat shall cover the tape and feather out at least four (4) inches on either side of the tape. No fill coat is necessary on interior angles.

C. After compound has hardened, a finishing coat of compound shall be spread evenly over and extending slightly beyond the fill coat on all joints and feathered to a smooth, uniform finish. Over tapered edges, the finished joint shall not protrude beyond the plane of the surface. All taped angles shall receive a finish coat to cover the tape and taping compound, and provide a true angle. Where necessary, sanding shall be done between coats and following the final application of compound to provide a smooth surface, ready for painting.

D. Fastener Depressions: Compound shall be applied to all fastener depressions followed, when hardened by at least two (2) coats of compound, leaving all depressions level with the plane of the surface.

E. Finishing Beads and Trim: Compound shall be applied to all bead and trim and shall be feathered out from the ground to the plane of the surface. When hardened, this shall be followed by two (2) coats of compound each extending slightly beyond the previous coat. The finish coat shall be feathered from the ground to the plane of the surface and sanded as necessary to provide a flat, smooth surface ready for decoration.

F. Except as otherwise noted, level of finish for surface exposed to view shall conform to Level 4 of ASTM C 840 and GA-214 of the Gypsum Association.

G. Drywall construction with defects of such character which will mar appearance of finished work, or which is otherwise defective, will be rejected and shall be removed and replaced at no expense to the Owner.

3.9 CLEANING AND ADJUSTMENT

A. At the completion of installation of the work, all rubbish shall be removed from the building leaving floors broom clean. Excess material, scaffolding, tools and other equipment shall be removed from the building.

B. Work shall be left in clean condition ready for painting or wall covering. All work shall be as approved by Architect.

C. Cutting and Repairing: Include all cutting, fitting and repairing of the work included herein in connection with all mechanical trades and all other trades which come in conjunction with any part of the work, and leave all work complete and perfect after all trades have completed their work.

3.10 PROTECTION OF WORK

A. Installer shall advise Contractor of required procedures for protecting drywall work from damage and deterioration during remainder of construction period.

END OF SECTION

SECTION 099000

PAINTING AND FINISHING

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

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

1.2 SECTION INCLUDES

A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the painting and finishing as shown on the drawings and/or specified herein, including, but not limited to, the following:

1. Prime painting unprimed surfaces to be painted under this Section.

2. Painting all items furnished with a prime coat of paint, including touching up of or repairing of abraded, damaged or rusted prime coats applied by others.

3. Painting all ferrous metal (except stainless steel) exposed to view.

4. Painting all galvanized ferrous metals exposed to view.

5. Painting interior concrete block exposed to view.

6. Painting gypsum drywall exposed to view.

7. Painting concrete floors.

8. Painting of wood exposed to view, except items which are specified to be painted or finished under other Sections of these specifications. Back painting of all wood in contact with concrete, masonry or other moisture areas.

9. Painting pipes, pipe coverings, conduit, ducts, insulation, hangers, supports and other mechanical and electrical items and equipment exposed to view.

10. Painting surfaces above, behind or below grilles, gratings, diffusers, louvers, lighting fixtures, and the like, which are exposed to view through these items.

11. Incidental painting and touching up as required to produce proper finish for painted surfaces, including touching up of factory finished items.

12. Painting of any surface not specifically mentioned to be painted herein or on drawings, but for which painting is obviously necessary to complete the job, or work which comes within the intent of these specifications, shall be included as though specified.

1.3 RELATED SECTIONS

A. Shop priming is required on some, but not all of the items scheduled to be field painted. Refer to other Sections of work for complete description.

B. Shop Coat on Machinery and Equipment: Refer to the Sections under which various items of manufactured equipment with factory applied shop prime coats are furnished, including, but not necessarily limited to, the following Sections. All items of equipment furnished with prime coat finish shall be finish painted under this Section.

1. Plumbing - Division 22.

2. Heating, Ventilation and Air Conditioning – Division 23.

C. Color Coding of Mechanical Piping and Electrical Conduits – Divisions 22 and 26.

1. This Color Coding consists of an adhesive tape system and is in addition to painting of piping and conduits under this Section, as specified above.

1.4 MATERIALS AND EQUIPMENT NOT TO BE PAINTED

A. Items of equipment furnished with complete factory finish, except for items specified to be given a finish coat under this Section.

B. Non-ferrous metals, except for items specified and/or indicated to be painted.

C. Finished hardware, excepting hardware that is factory primed.

D. Surfaces not to be painted shall be left completely free of droppings and accidentally applied materials resulting from the work of this Section.

1.5 QUALITY ASSURANCE

A. Job Mock-Up

1. In addition to the samples specified herein to be submitted for approval, apply in the field, at their final location, each type and color of approved paint materials, applied 10 feet wide, floor to ceiling of wall surfaces, before proceeding with the remainder of the work, for approval by the Architect. Paint mock-ups to include door and frame assembly.

2. These applications when approved will establish the quality and workmanship for the work of this Section.

3. Repaint individual areas which are not approved, as determined by the Architect, until approval is received. Assume at least two paint mock-ups of each color and gloss for approval.

B. Qualification of Painters: Use only qualified journeyman painters for the mixing and application of paint on exposed surfaces.

C. Paint Coordination: Provide finish coats which are compatible with the prime paints used. Review other Sections of these specifications in which prime paints are to be provided to ensure compatibility of the total coatings system for the various substrates. Upon request from other subcontractors, furnish information on the characteristics of the finish materials proposed to be used, to ensure that compatible prime coats are used. Provide barrier coats over incompatible primers or remove and re-prime as required. Notify the Architect in writing of any anticipated problems using the coating systems as specified with substrates primed by others.

D. All paints must conform to the Volatile Organic Compounds (VOC) standards of prevailing codes and ordinances.

1.6 SUBMITTALS

A. Materials List

1. Before any paint materials are delivered to the job site, submit to the Architect a complete list of all materials proposed to be furnished and installed under this portion of the work.

2. This shall in no way be construed as permitting substitution of materials for those specified or accepted for this work by the Architect.

B. Samples

1. Accompanying the materials list, submit to the Architect copies of the full range of colors available in each of the proposed products.

2. Upon direction of the Architect, prepare and deliver to the Architect two (2) identical sets of Samples of each of the selected colors and glosses painted onto 8-1/2" x 11" x 1/4" thick material; whenever possible, the material for Samples shall be the same material as that on which the coating will be applied in the work.

C. Manufacturer's Recommendations: In each case where material proposed is not the material specified or specifically described as an acceptable alternate in this Section of these specifications, submit for the Architect's review the current recommended method of application published by the manufacturer of the proposed material.

D. Closeout Submittal

1. Coating Maintenance Manual: Upon conclusion of the project, the Contractor or plant manufacturer/supplier shall furnish a coating maintenance manual such as Sherwin Williams "Custodian Project Color and Product Information" report or equal. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product/color/finish was used, product data pages, MSDS, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

1.7 PRODUCT HANDLING

A. Deliver all paint materials to the job site in their original unopened containers with all labels intact and legible at time of use.

B. Protection

1. Store only the approved materials at the job site, and store only in a suitable and designated area restricted to the storage of paint materials and related equipment.

2. Use all means necessary to ensure the safe storage and use of paint materials and the prompt and safe disposal of waste.

3. Use all means necessary to protect paint materials before, during and after application and to protect the installed work and materials of all other trades.

C. Replacements: In the event of damage, immediately make all repairs and replacements necessary.

1.8 EXTRA STOCK

A. Upon completion of this portion of the Work, deliver to the Owner an extra stock of paint equaling approximately ten (10) percent of each color and gloss used and each coating material used, with all such extra stock tightly sealed in clearly labeled containers.

1.9 JOB CONDITIONS

A. Apply water-based paints only when the temperature of surfaces to be painted and the surrounding air temperatures are between 50 degrees F. and 90 degrees F., unless otherwise permitted by the paint manufacturer's printed instructions.

B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and the surrounding air temperatures are between 45 degrees F. and 95 degrees F. unless otherwise permitted by the paint manufacturer's printed instructions.

C. Do not apply paint in snow, rain, fog or mist; or when the relative humidity exceeds eighty-five (85) percent; or to damp or wet surfaces; unless otherwise permitted by the paint manufacturer's printed instructions.

D. Painting may be continued during inclement weather only if the areas and surfaces to be painted are enclosed and heated within the temperature limits specified by the paint manufacturer during application and drying periods.

PART 2 PRODUCTS

2.1 PAINT MANUFACTURERS

A. Except as otherwise noted, provide the painting products listed for all required painting made by one of the manufacturers listed in the paint schedule (Section 2.4). These companies are Benjamin Moore, PPG (PPG Paints), and Sherwin Williams (S-W). Comply with number of coats and required minimum mil thicknesses as specified herein.

2.2 MATERIALS

A. Provide undercoat paint produced by the same manufacturer as the finish coats. Use only thinners approved by the paint manufacturer, and use only to recommended limits.

B. Colors and Glosses: All colors and glosses shall be as selected by the Architect. Certain colors will require paint manufacturer to prepare special factory mixes to match colors selected by the Architect. Color schedule (with gloss) shall be furnished by the Architect.

C. Coloring Pigment: Products of or furnished by the manufacturer of the paint or enamel approved for the work.

D. Linseed Oil: Raw or boiled, as required, of approved manufacture, per ASTM D 234 and D 260, respectively.

E. Turpentine: Pure distilled gum spirits of turpentine, per ASTM D 13.

F. Shellac: Pure gum shellac (white or orange) cut in pure denatured alcohol using not less than four (4) lbs. of gum per gallon of alcohol.

G. Driers, Putty, Spackling Compound, Patching Plaster, etc.: Best quality, of approved manufacture.

H. Heat Resistant Paint: Where required, use heat resistant paint when applying paint to heating lines and equipment.

2.3 GENERAL STANDARDS

A. The various surfaces shall be painted or finished as specified below in Article 2.4. However, the Architect reserves the right to change the finishes within the range of flat, semi-gloss or gloss, without additional cost to the Owner.

B. All paints, varnishes, enamels, lacquers, stains and similar materials must be delivered in the original containers with the seals unbroken and label intact and with the manufacturer's instructions printed thereon.

C. All painting materials shall bear identifying labels on the containers with the manufacturer's instructions printed thereon.

D. Paint shall not be badly settled, caked or thickened in the container, shall be readily dispersed with a paddle to a smooth consistency and shall have excellent application properties.

E. Paint shall arrive on the job color-mixed except for tinting of under-coats and possible thinning.

F. All thinning and tinting materials shall be as recommended by the manufacturer for the particular material thinned or tinted.

G. It shall be the responsibility of the Contractor to see that all mixed colors match the color selection made by the Architect prior to application of the coating.

2.4 SCHEDULE OF FINISHES

A. High Performance Coating On Exterior Galvanized Ferrous Metals

First Coat:
"27 Typoxy" or "N69 Epoxoline II" by Tnemec; "Intergard 345" b International Protective Coatings; "Carboguard 893 SG" or "Carboguard 888" by Carboline; "Devran 203 WB Epoxy Primer" b PPG; Epoxy Mastic Coating V 160 Series by Cortech/Moore or "Recoatable Epoxy Primer 867-45" by Sherwin Williams.

Second Coat:
"V73 Endura Shield" or "1074/1075" by Tnemec; "Interthan870UHS" or "990 UHS" by International Protective Coatings; "Carbothane 133 LH" by Carboline; "Devthane 379UH Aliphatic Vizethne" by PPG; Acrylic Aliphatic Urethane V 500 (Gloss) or V 510 (Semi-Gloss) by Corotech/Moore or "Hi-Solids Urethane B65-300/350" by Sherwin Williams.

B. High Performance Coating On Exterior Non-Galvanized Ferrous Metals

Prime Coat:
"Tneme-Zinc 90/97" by Tnemec; "Interzinc 52" or "315" by International Protective Coatings; "Carbozinc 859, Class B" by Carboline; "Cathacoat 302V Reinforced Inorganic Zinc Primer" by PPG; Organic Zinc Rich Primer V 170 by Corotech/Moore or "Zinc Clad II Plus Inorganic Zinc Rich Coating B69V212" by Sherwin Williams.

Second Coat:
"27 Typoxy" or "N69 Epoxoline II" by Tnemec; "Intergard 345" by International Protective Coatings; "Carboguard 893 SG" or "Carboguard 888" by Carboline; "Bar-Rust 231V Multi Purpose Epoxy Mastic"

by PPG; Epoxy Mastic Coating V 160 Series by Corotech/Moore or "Macropoxy 646 I.C. Epoxy B58-600" by Sherwin Williams.

Third Coat:
"V73 Endura Shield" or "1074/1075" by Tnemec; "Interthane 870UHS" or "990 UHS" by International Protective Coatings; "Carbothane 133 LH" by Carboline; "Devthane 379 UH Aliphatic Urethane" by PPG; Acrylic Aliphatic Urethane V 500 (Gloss) or V 510 (Semi-Gloss) by Corotech/Moore or "Hi-Solids Polyurethane B65- 300/350" by Sherwin Williams.

C. Interior Ferrous Metal

Satin Finish/Latex

Primer:
Benj. Moore Super Spec-HP Acrylic Metal Primer (P04)
S-W Pro Industrial Pro-Cryl Universal Primer B66-310
PPG 90-912 Series Pitt-Tech Plus Int/Ext DTM Industrial Primer

First Coat:
Benj. Moore Ultra Spec-HP DTM Acrylic Low Luster P25
S-W Pro-Classic Waterborne Acrylic Satin, B20
PPG 16-551/16-599 Series Pitt-Glaze WB Water Borne Acrylic Epoxy

Second Coat:
Benj. Moore Ultra Spec-HP DTM Acrylic Low Luster P25
S-W Pro-Classic Waterborne Acrylic Satin, B20
PPG 16-551/16-599 Series Pitt-Glaze WB Water Borne Acrylic Epoxy

a. Total DFT not less than: 3.9 mils

Semi-Gloss Finish/Latex

Primer:
Benj. Moore Super Spec-HP Acrylic Metal Primer (P04)
S-W Pro Industrial Pro-Cryl Universal Primer B66-310
PPG 90-912 Series Pitt-Tech Plus Int/Ext DTM Industrial Primer

First Coat:
Benj. Moore Ultra Spec HP DTM Acrylic Semi-Gloss (P29)
S-W Pro-Classic Waterborne Acrylic Semi-Gloss, B31
PPG 6-4510XI Series Speedhide Zero Interior Zero VOC Latex Semi-Gloss

Second Coat:
Benj. Moore Ultra Spec HP DTM Acrylic Semi-Gloss (P29)
S-W Pro-Classic Waterborne Acrylic Semi-Gloss, B31
PPG 6-4510XI Series Speedhide Zero Interior Zero VOC Latex Semi-Gloss

a. Total DFT not less than: 4.0 mils

D. Interior Concrete Block

Flat Finish/Vinyl Acrylic Latex over Filler

Block Filler:

Benj. Moore Super Spec Masonry Int./Ext. High Build Block Filler (206)
S-W Preprite Block Filler, B25W25
PPG 6-7 SpeedHide® Int/Ext Masonry Block Filler Latex

First Coat:
Benj. Moore Ultra Spec 500 Interior Flat Latex (N536)
S-W Promar 200 Zero VOC Interior Latex Flat, B30-2600
PPG 6-4110XI Series Speedhide Zero Interior Zero VOC Latex Flat

Second Coat:
Benj. Moore Ultra Spec 500 Interior Flat Latex (N536)
S-W Promar 200 Zero VOC Interior Latex Flat, B30-2600
PPG 6-4110XI Series Speedhide Zero Interior Zero VOC Latex Flat

a. Total DFT not less than: 10.7 mils

Eggshell Finish/Vinyl Acrylic Latex Over Filler

Block Filler:
Benj. Moore Super Spec Masonry Int./Ext. High Build Block Filler (206)
S-W Preprite Block Filler, B25W25
PPG 6-7 SpeedHide® Int/Ext Masonry Block Filler Latex

First Coat:
Benj. Moore Ultra Spec 500 Interior Latex Eggshell (N538)
S-W Promar 200 Zero VOC Interior Latex Eggshell, B20-2600
PPG 6-4310XI Series Speedhide Zero Interior Zero VOC Latex Eggshell

Second Coat:
Benj. Moore Ultra Spec 500 Interior Latex Eggshell (N538)
S-W Promar 200 Zero VOC Interior Latex Eggshell, B30-2600
PPG 6-4310XI Series Speedhide Zero Interior Zero VOC Latex Eggshell

a. Total DFT not less than: 10.9 mils

Semi-Gloss Finish/Vinyl Acrylic Latex over Filler

Block Filler:
Benj. Moore Super Spec Masonry Int./Ext. High Build Block Filler (206)
S-W Preprite Block Filler, B25W25
PPG 6-7 SpeedHide® Int/Ext Masonry Block Filler Latex

First Coat:
Benj. Moore Ultra Spec 500 Interior Latex Gloss (N540)
S-W Promar 200 Zero VOC Interior Latex S. Gloss, B31-2600
PPG 6-4510XI Series Speedhide Zero Interior Zero VOC Latex Semi Gloss

Second Coat:
Benj. Moore Ultra Spec 500 Interior Latex Gloss (N540)
S-W Promar 200 Zero VOC Interior Latex S. Gloss, B31-2600
PPG 6-4510XI Series Speedhide Zero Interior Zero VOC Latex Semi Gloss

a. Total DFT not less than: 10.7 mils

E. Interior Drywall

Flat Finish/Vinyl Acrylic Latex

Primer:
Benj. Moore Ultra Spec 500 Interior Latex Primer (N534)
S-W Promar 200 Interior Latex Primer
PPG 6-4900XI Series Speedhide Zero Interior Zero VOC Latex Sealer

First Coat:
Benj. Moore Ultra Spec 500 Latex Flat (N536)
S-W Promar 200 Zero VOC Interior Latex Flat, B30-2600
PPG 6-4110XI Series Speedhide Zero Interior Zero VOC Latex Flat

Second Coat:
Benj. Moore Ultra Spec 500 Latex Flat (N536)
S-W Promar 200 Zero VOC Interior Latex Flat, B30-2600
PPG 6-4110XI Series Speedhide Zero Interior Zero VOC Latex Flat

a. Total DFT not less than: 3.6 mils

Eggshell Finish/Vinyl Acrylic Latex

Primer:
Benj. Moore Ultra Spec 500 Interior Latex Primer (N534)
S-W Promar 200 Interior Latex Primer,
PPG 6-4900XI Speedhide Zero Interior Zero VOC Latex Sealer

First Coat:
Benj. Moore Ultra Spec 500 Interior Latex Eggshell (N538)
S-W Promar 200 Zero VOC Interior Latex Egg-Shell, B20-2600
PPG 6-4310XI Series Speedhide Zero Interior Zero VOC Latex Eggshell

Second Coat:
Benj. Moore Ultra Spec 500 Interior Latex Eggshell (N538)
S-W Promar 200 Zero VOC Interior Latex Egg-Shell B20-2600
PPG 6-4310XI Series Speedhide Zero Interior Zero VOC Latex Eggshell

a. Total DFT not less than: 3.8 mils

F. Interior Painted Wood

Satin Finish/Latex

Primer:
Benj. Moore Advance Waterborne Int. Alkyd Primer (790)
S-W Premium Wall and Wood Primer B28W111
PPG 6-4900XI Speedhide Zero Interior Zero VOC Latex Sealer

First Coat:
Benj. Moore Advance Waterborne Int. Alkyd Satin (792)
S-W Pro Classic Interior WB, Acrylic/Alkyd Classic B20.
PPG 6-4410XI Series Speedhide Zero Interior Zero VOC Latex Satin

Second Coat:
Benj. Moore Advance Waterborne Int. Alkyd Satin (792)
S-W Pro Classic Interior WB, Acrylic/Alkyd Classic B20.
PPG 6-4410XI Series Speedhide Zero Interior Zero VOC Latex Satin

a. Total DFT not less than: 4.0 mils

Semi-Gloss Finish/Latex

Primer:
Benj. Moore Advance Waterborne Int. Alkyd Primer (790)
S-W Premium Wall and Wood Primer B28W111
PPG 6-4900XI Speedhide Zero Interior Zero VOC Latex Sealer

First Coat:
Benj. Moore Advance Waterborne Int. Alkyd (793)
S-W Pro Classic Interior WB, Acrylic/Alkyd Classic Semi-Gloss B31
PPG 6-4510XI Series Speedhide Zero Interior Zero VOC Latex Semi-Gloss

Second Coat:
Benj. Moore Advance Waterborne Int. Alkyd (793)
S-W Pro Classic Interior WB, Acrylic/Alkyd Classic Semi-Gloss B31
PPG 6-4510XI Series Speedhide Zero Interior Zero VOC Latex Semi-Gloss

a. Total DFT not less than: 3.8 mils

G. Concrete Floor Paint

Primer:
Corotech V155 Solid Epoxy Pre-Primer.

First Coat:
Corotech V440 Waterborne Amine Epoxy.

Second Coat:
Corotech V440 Waterborne Amine Epoxy.

Non-Slip Aggregate:
Broadcast Corotech V630 Anti-Slip Aggregate.

2.5 EXISTING SURFACES TO BE PAINTED

A. Existing surfaces shall be painted in accordance with schedule given in Article 2.4 herein except that first or prime coat may be eliminated where existing paint is sound. Where existing paint must be removed down to base material, provide first or prime coat as specified.

2.6 PIPING AND MECHANICAL EQUIPMENT EXPOSED TO VIEW

A. Paint all exposed piping, conduits, ductwork and mechanical and electrical equipment. Use heat resisting paint when applied to heating lines and equipment. The Contractor is cautioned not to paint or otherwise disturb moving parts in the mechanical systems. Mask or otherwise protect all parts as required to prevent damage.

B. Exposed Uncovered Ductwork, Piping, Hangers and Equipment: Latex Enamel Undercoater and one (1) coat Acrylic Latex Flat.

C. Exposed Covered Piping, Duct Work and Equipment: Primer/Sealer and one (1) coat Acrylic Latex Flat.

D. Panel Boards, Grilles and Exposed Surfaces of Electrical Equipment: Latex Enamel Undercoater and two (2) coats Latex Semi-Gloss.

E. Equipment or Apparatus with Factory-Applied Paint: Refinish any damaged surfaces to match original finish. Do not paint over name plates and labels.

F. All surfaces of insulation and all other work to be painted shall be wiped or washed clean before any painting is started.

G. All conduit, boxes, distribution boxes, light and power panels, hangers, clamps, etc., are included where painting is required.

H. All items of Mechanical and Electrical trades which are furnished painted under their respective Contracts shall be carefully coordinated with the work of this Section so as to leave no doubt as to what items are scheduled to be painted under this Section.

PART 3 EXECUTION

3.1 INSPECTION

A. Examine the areas and conditions where painting and finishing are to be applied an correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 GENERAL WORKMANSHIP REQUIREMENTS

A. Only skilled mechanics shall be employed. Application may be by brush or roller. Spray application only upon acceptance from the Architect in writing.

B. The Contractor shall furnish the Architect a schedule showing when he expects to have completed the respective coats of paint for the various areas and surfaces. This schedule shall be kept current as the job progresses.

C. The Contractor shall protect his work at all times, and shall protect all adjacent work and materials by suitable covering or other method during progress of his work. Upon completion of the work, he shall remove all paint and varnish spots from floors, glass and other surfaces. He shall remove from the premises all rubbish and accumulated materials of whatever nature not caused by others and shall leave his part of the work in clean, orderly and acceptable condition.

D. Remove and protect hardware, accessories, device plates, lighting fixtures, and factory finished work, and similar items, or provide ample in place protection. Upon completion of each space, carefully replace all removed items by workmen skilled in the trades involved.

E. Remove electrical panel box covers and doors before painting walls. Paint separately and re-install after all paint is dry.

F. All materials shall be applied under adequate illumination, evenly spread and flowed on smoothly to avoid runs, sags, holidays, brush marks, air bubbles and excessive roller stipple.

G. Coverage and hide shall be complete. When color, stain, dirt or undercoats show through final coat of paint, the surface shall be covered by additional coats until the paint film is of uniform finish, color, appearance and coverage, at no additional cost to the Owner.

H. All coats shall be dry to manufacturer's recommendations before applying succeeding coats.

I. Do not apply paint behind frameless mirrors that use mastic for adhering to wall surface.

3.3 PREPARATION OF SURFACES

A. Existing Surfaces: Clean existing surfaces requiring paint or finishing, remove all loose and flaking paint or finish and sand surface smooth as required to receive new paint or finish. No "telegraphing" of lines, ridges, flakes, etc., through new surfacing is permitted. Where this occurs, Contractor shall be required to sand smooth and re-finish until surface meets with Architect's approval.

B. General

1. The Contractor shall be held wholly responsible for the finished appearance and satisfactory completion of painting work. Properly prepare all surfaces to receive paint, which includes cleaning, sanding, and touching-up of all prime coats applied under other Sections of the work. Broom clean all spaces before painting is started. All surfaces to be painted or finished shall be perfectly dry, clean and smooth.

2. Perform all preparation and cleaning procedures in strict accordance with the paint manufacturer's instructions and as herein specified, for each particular substrate condition.

3. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease with clean cloths and cleaning solvents prior to mechanical cleaning. Program the cleaning and painting so that dust and other contaminants from the cleaning process will not fall in wet, newly painted surfaces.

C. Metal Surfaces

1. Weld Fluxes: Remove weld fluxes, splatters, and alkali contaminants from metal surfaces in an approved manner and leave surface ready to receive painting.

2. Bare Metal: Thoroughly clean off all foreign matter such as grease, rust, scale and dirt before priming coat is applied. Clean surfaces, where solder flux has been used, with benzene. Clean surfaces by flushing with mineral spirits. For aluminum surfaces, wipe down with an oil free solvent prior to application of any pre-treatment.

a. Bare metal to receive high performance coating specified herein must be blast cleaned SSPC SP-6 prior to application if field applied primer; coordinate with steel trades furnishing ferrous metals to receive this coating to ensure that this cleaning method is followed.

3. Shop Primed Metal: Clean off foreign matter as specified for "Bare Metal." Prime bare, rusted, abraded and marred surfaces with approved primer after proper cleaning of surfaces. Sandpaper all rough surfaces smooth.

4. Galvanized Metal: Prepare surface as per the requirements of ASTM D 6386.

5. Metal Filler: Fill dents, cracks, hollow places, open joints and other irregularities in metal work to be painted with an approved metal filler suitable for the purpose and meeting the requirements of

the related Section of work; after setting, sand to a smooth, hard finish, flush with adjoining surface.

D. Gypsum Drywall Surfaces: Scrape off all projections and splatters, spackles all holes or depressions, including taped and spackled joints, sand smooth. Conform to standards established in Section 092900, "Gypsum Drywall."

E. Wood Surfaces: Sand to remove all roughness, loose edges, slivers, or splinters and then brush to remove dust. Wash off grease or dirt with an approved cleaner. Fill all cracks, splits, nail holes, screw holes, and surface defects with putty after the priming coat has been applied. Putty shall be brought up flush with the surface and sanded smooth and touched-up with primer when dry.

F. Block Masonry Surfaces: Thoroughly clean off all grit, grease, dirt mortar drippings or splatters, and other foreign matter. Remove nibs or projections from masonry surfaces. Fill cracks, holes or voids, not filled under the "Masonry" Section, with Portland cement grout, and bag surface so that it has approximately the same texture as the adjacent masonry surface.

G. Testing for Moisture Content: Contractor shall test all masonry and drywall surfaces for moisture content using a reliable electronic moisture meter. Contractor shall also test latex type fillers for moisture content before application of top coats of paint. Do not apply any paint or sealer to any surface or to latex type filler where the moisture content exceeds seven (7) percent as measured by the electronic moisture meter.

H. Touch-Up: Prime paint all patched portions in addition to all other specified coats.

3.4 MATERIALS PREPARATION

A. Mix and prepare painting materials in strict accordance with the manufacturer’s directions.

B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing, and application of paint in a clean condition, free of foreign materials and residue.

C. Stir all materials before application to produce a mixture of uniform density, and as required during the application of the materials. Do not stir any film which may form on the surface into the material. Remove the film and, if necessary, strain the material before using.

D. Tint each undercoat a lighter shade to facilitate identification of each coat where multiple coats of the same material are to be applied. Tint undercoats to match the color of the finish coat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

3.5 APPLICATION

A. General

1. Apply paint by brush or roller in accordance with the manufacturer’s directions. Use brushes best suited for the type of material being applied. Use rollers of carpet, velvet back, or high pile sheep's wool as recommended by the paint manufacturer for material and texture required.

2. The number of coats and paint film thickness required is the same regardless of the application method. Do not apply succeeding coats until the previous coat has completely dried. Sand between each enamel or varnish coat application with fine sandpaper, or rub surfaces with pumice stone where required to produce an even, smooth surface in accordance with the coating manufacturer’s directions.

3. Apply additional coats when undercoats, stains, or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance. Give special attention to ensure that all surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a film thickness equivalent to that of flat surfaces.

4. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Paint surfaces behind permanently fixed equipment or furniture with prime coat only.

   a. "Exposed surfaces" is defined as those areas visible when permanent or built-in fixtures, convector covers, covers for finned tube radiation, grilles, etc., are in place in areas scheduled to be painted.

5. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-specular black paint, before final installation of equipment.

6. Paint the back sides of access panels, removable or hinged covers to match the exposed surfaces.

7. Finish doors on tops, bottoms, and side edges the same as the faces, unless otherwise indicated.

8. Enamel finish applied to wood or metal shall be sanded with fine sandpaper and then cleaned between coats to produce an even surface.

9. Paste wood filler applied on open grained wood after beginning to flatten, shall be wiped across the grain of the wood, then with a circular motion, to secure a smooth, filled, clean surface with filler remaining in open grain only. After overnight dry, sand surface with the grain until smooth before applying specified coat.

B. Scheduling Painting

1. Apply the first coat material to surfaces that have been cleaned, pre-treated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

2. Allow sufficient time between successive coatings to permit proper drying. Do not re-coat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

C. Prime Coats: Re-coat primed and sealed walls and ceilings where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.

D. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage.

E. Touching-Up of Factory Finishes: Unless otherwise specified or shown, materials with a factory finish shall not be painted at the project site. To touch up, the Contractor shall use the factory finished material manufacturer’s recommended paint materials to repair abraded, chipped, or otherwise defective surfaces.

3.6 PROTECTION

A. Protect work of other trades, whether to be painted or not, against damage by the painting and finishing work. Leave all such work undamaged. Correct any damages by cleaning, repairing or replacing, and repainting, as acceptable to the Architect.

B. Provide "Wet Paint" signs as required to protect newly painted finishes. Remove temporary protective wrappings provided by others for protection of their work after completion of painting operations.

3.7 CLEAN UP

A. During the progress of the work, remove from the site all discarded paint materials, rubbish, cans and rags at the end of each work day.

B. Upon completion of painting work, clean window glass and other paint spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.

C. At the completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.

END OF SECTION

SECTION 101400

SIGNAGE

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

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

1.2 SECTION INCLUDES

A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the signage as shown on the drawings and/or specified herein, including the following:

1. Interior panel signs.

2. Site and wall signage.

1.3 RELATED SECTIONS

A. Exit signs - Division 26.

1.4 QUALITY ASSURANCE

A. For actual installation of signage, use only personnel who are thoroughly familiar with the manufacturer's recommended methods of installation and who are completely trained in the required skills.

1.5 SUBMITTALS

A. Product Data: Submit manufacturer's technical data and installation instructions for each type of signage required.

B. Samples: Submit samples of each type of signage showing finishes, colors, surface textures and qualities of manufacture and design of each sign component including graphics.

C. Shop Drawings: Submit shop drawings for fabrication and erection of signage. Include plans, elevations, and large scale details of sign wording and lettering layout. Show anchorage and accessory items. Furnish location template drawings for items supported or anchored to permanent construction.

1.6 PRODUCT HANDLING

A. Protection: Use all means necessary to protect the materials of this Section before, during, and after installation, and to protect the installed work and materials of all other trades.

B. Replacements: In the event of damage, immediately make all repairs and replacement necessary.

PART 2 PRODUCTS

2.1 INTERIOR PANEL SIGNS

A. Provide fire egress, floor, and other signs required by Code as selected by the Architect.

1. Interior Panel Signs: Provide smooth sign panel surfaces constructed to remain flat under installed conditions within a tolerance of plus or minus 1/16 inch measured diagonally from corner to corner. Comply with requirements indicated for finishes, colors, designs, shapes, sizes, and details of construction (as selected by the Architect).

2. Engraved Copy: Machine engrave letters, numbers, symbols, and other graphic devices into panel sign on face indicated to produce precisely formed copy, incised to uniform depth. Fill engraved copy with enamel.

3. Tactile Characters: Characters and Grade 2 Braille raised 1/32 inch above surfaces, in contrasting color.

B. Project Colors and Finishes

1. Typography: Standard extended medium.

2. Sign Insert Background: Colors as selected by the Architect.

3. End Cap/Frame: Slimline.

4. Accents: Colors as selected by the Architect.

5. Finishes: Matte, 11 to 19 degree on a 60 degree glossimeter.

C. Provide products produced by System 2/90, 5510 33rd St. S. E., Grand Rapids, MI 49512, (800) 777-4310, Fax (616) 949-5959 or approved equal.

1. General: The sign system is comprised of sign types families that are identified by letters and numbers which identify a particular group of sign components and sizes. An additional set of letters identifies a specific style of sign within that family.

2. Sign Types: Part Number & Style: System 2/90.

2.2 SITE AND WALL SIGNAGE

A. Provide cellular PVC materials as detailed on the drawings.

PART 3 EXECUTION

3.1 INSPECTION

A. Examine the areas and conditions where signage is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION

A. Install units and components at the locations directed by the Architect, securely mounted with concealed theft-resistant fasteners. Attach to substrates in accordance with the manufacturer's instructions.

B. Install level, plumb, and at the proper height. Cooperate with other trades for installation of sign units to finish surfaces. Repair or replace damaged units as directed by the Architect.

END OF SECTION

SECTION 10 2813

TOILET ACCESSORIES

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

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

1.2 SECTION INCLUDES

A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the toilet accessories as shown on the drawings and/or specified herein, including, but not limited to, the following:

1. Mirrors.

2. Grab bars.

3. Electric hand dryers.

4. Diaper changing stations.

5. Additional toilet accessories as indicated or scheduled.

6. Shelf and hook strip for Janitor’s Closets.

1.3 RELATED SECTIONS

A. Gypsum Drywall - Section 092900.

1.4 QUALITY ASSURANCE

A. Inserts and Anchorages: Furnish inserts and anchoring devices which must be set in concrete or built into masonry; coordinate delivery with other work to avoid delay.

B. Accessory Locations: Coordinate accessory locations with other work to avoid interference and to assure proper operation and servicing of accessory units. Accessories shall be installed at heights in compliance with prevailing Handicapped Code.

C. Products: Unless otherwise noted, provide products of same manufacturer for each type of unit and for units exposed in same areas.

D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

1.5 SUBMITTALS

A. Product Data: Submit manufacturer's technical data, catalog cuts and installation instructions for each toilet accessory.

B. Setting Drawings: Provide setting drawings, templates, instructions, and directions for installation of anchorage devices in other work

C. Submit schedule of accessories indicating quantity and location of each item.

1.6 PRODUCT HANDLING

A. Deliver accessories to the site ready for use in the manufacturer's original and unopened containers and packaging, bearing labels as to type or material, manufacturer's name and brand name. Delivered materials shall be identical to approved samples.

PART 2 PRODUCTS

2.1 MATERIALS

A. Stainless Steel: AISI Type 302/304, with polished No. 4 finish, 22 gauge minimum, unless otherwise indicated.

B. Brass: ASTM B 19 flat products; ASTM B 16, rods, shapes, forgings, and flat products with finished edges; or ASTM B 30, castings.

C. Galvanized Steel Sheet: ASTM A 653, G60.

D. Chromium Plating: Nickel and chromium electro-deposited on base metal, ASTM B 456, Type SC 2.

E. Mirrors: ASTM C 1503, mirror glazing quality, clear glass mirrors, nominal 1/4" thick.

2.2 FASTENING DEVICES

A. Exposed Fasteners: Theft-proof type, chrome plated, or stainless steel; match finishes on which they are being used.

B. Concealed Fasteners: Galvanized (ASTM A 123) or cadmium plated.

C. No exposed fastening devices permitted on exposed frames.

D. For metal stud drywall partitions, provide ten (10) gauge galvanized sheet concealed anchor plates for securing surface mounted accessories.

2.3 FABRICATION

A. General: Stamped names or labels on exposed faces of toilet accessory units are not permitted. Unobtrusive labels on surfaces not exposed to view are acceptable. Where locks are required for a particular type of toilet accessory, provide same keying throughout project. Furnish two keys for each lock.

B. Surface-Mounted Toilet Accessories, General: Fabricate units with tight seams and joints, exposed edges rolled. Hang doors or access panels with continuous stainless steel piano hinge. Provide concealed anchorage.

C. Recessed Toilet Accessories, General: Fabricate units of all welded construction, without mitered corners. Hang doors of access panels with full-length stainless steel piano hinge. Provide anchorage that is fully concealed when unit is closed.

D. Diaper-Changing Station: As manufactured by Koala Kare products, Division of Bobrick, or approved equal; recessed-mounted horizontal unit that opens by folding down from stored position and with child-protection strap. Engineered to support a minimum of 250 lb. static load when opened.

2.4 MANUFACTURERS

A. Provide products manufactured by Bobrick Washroom Equipment Co., American Specialties, Inc., Bradley Corp., A & J Washroom Accessories, or approved equal.

2.5 ACCESSORY SCHEDULE

A. Grab Bars P11: Bobrick B68137.

B. Toilet Tissue Dispenser P08: Bobrick B2892.

C. Sanitary Napkin Disposal P13: Bobrick 254.

D. Eye Wash P10B: Guardian G1781

1. EF-32* – Wall mounted, all stainless steel construction, corrosion resistant eye/face wash with stainless steel bowl, ½" U.S. made stay open stainless steel ball valve, stainless steel flag handle and wall bracket. Unit shall have (2) polypropylene 'FS Plus' spray heads with integral "flip-top" dust covers, filters and 3.2-GPM flow control orifices mounted on a stainless steel head assembly. Unit shall include ANSI compliant sign.

2. Performance: Unit shall be fully factory assembled and hydrostatically tested to meet or exceed ANSI Z358.1 – 2009, and come with a full 2-year warranty.

3. Fixture: Guardian Equipment G1781

E. Tempering Valve P10C

1. TMV -1 – Thermostatic mixing valve (factory set to 85 degrees) for single emergency eye wash. Unit shall include a built-in cold water by-pass, rough bronze finish, solid bimetal thermostat, locking temperature regulator with limit stop factory set for 90 degrees, integral check stops, and dial thermometer.

2. Performance: Unit shall have a flow range of 0.5-GPM to 5-GPM with a maximum pressure loss of 20-PSI and come with a full 1-year warranty.

3. Quality Assurance: Unit shall be certified to ASSE 1071. Unit shall be certified to meet Low Lead requirements of wetted surface area containing less than 0.25% lead by weight.

4. Fixture: Guardian G3600LF

5. TMV -6 – Thermostatic mixing valve (factory set to 85 degrees) for single emergency eye wash. Unit shall include a built-in cold water by-pass, rough bronze finish, solid bimetal thermostat, locking temperature regulator with limit stop factory set for 90 degrees, integral check stops, and dial thermometer and recessed stainless steel cabinet with door and lock

6. Performance: Unit shall have a flow range of 3-GPM to 44-GPM with a maximum pressure loss of 20-PSI and come with a full 1-year warranty.

7. Quality Assurance: Unit shall be certified to ASSE 1071. Unit shall be certified to meet Low Lead requirements of wetted surface area containing less than 0.25% lead by weight.

8. Fixture: Guardian G3807LF

F. Soap Dispensers:

1. P-13: Henkel Dial Duo 17000-04953 (Pearl)

G. Baby Changing Units

1. P-09: Koala Kare KB200.

H. Hand Dryer

1. P-05: Xlerator XL-GR by Excel

PART 3 EXECUTION

3.1 INSPECTION

A. Examine the areas and conditions where toilet accessories are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 PREPARATION

A. Accessories that are to be partition mounted shall be closely coordinated with other trades, so that the necessary reinforcing is provided to receive the accessories.

B. Furnish templates and setting drawings and anchor plates required for the proper installation of the accessories at gypsum drywall and masonry partitions. Coordinate the work to assure that base plates and anchoring frames are in the proper position to secure the accessories.

C. Verify by measurements taken at the job site those dimensions affecting the work. Bring field dimensions that are at variance with those on the approved shop drawings to the attention of the Architect. Obtain decision regarding corrective measures before the start of fabrication of items affected.

D. Cooperate in the coordination and scheduling of the work of this Section with the work of other Sections so as not to delay job progress.

3.3 INSTALLATION

A. Install accessories at locations indicated on the drawings, using skilled mechanics, in a plumb, level and secure manner.

B. Concealed anchor assemblies for gypsum drywall partitions shall be securely anchored to metal studs to accommodate accessories. Assemblies shall consist of plates and/or angles tack welded to studs.

C. Secure accessories in place, at their designated locations by means of theft-proof concealed set screws, so as to render removing of the accessory with a screwdriver impossible.

D. Unless otherwise indicated, accessories shall conform to heights from the finished floor as shown on the drawings. Where locations are not indicated, such locations shall be as directed by the Architect.

E. Installed accessories shall operate quietly and smoothly for use intended. Doors and operating hardware shall function without binding or unnecessary friction. Dispenser type accessories shall be keyed alike. Prior to final acceptance, master key and one duplicate key shall be given to Owner’s authorized agent.

F. The Architect shall be the sole judge of workmanship. Workmanship shall be of the highest quality. Open joints, weld marks, poor connections, etc., will not be permitted.

The Architect has the right to reject any accessory if he feels the workmanship is below the standards of this project.

G. Grab bars shall be installed so that they can support a three hundred (300) lb. load for five minutes per ASTM F 446.

3.4 CLEANING AND PROTECTION

A. Upon completion of the installation, clean accessories of dirt, paint and foreign matter.

B. During the installation of accessories and until finally installed and accepted, protect accessories with gummed canvas or other means in order to maintain the accessories in acceptable condition.

C. Replace and/or repair, to the Owner's satisfaction, and at no additional cost to the Owner, installed work that is damaged or defective.

END OF SECTION

SECTION 10 4416

FIRE EXTINGUISHERS AND CABINETS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

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

1.2 SECTION INCLUDES

A. The Work of this Section includes all labor, materials, equipment, and services necessary to complete the fire extinguishers and cabinets as shown on the drawings and/or specified herein.

1.3 RELATED SECTIONS

A. Gypsum Drywall - Section 092900.

1.4 QUALITY ASSURANCE

A. Provide portable fire extinguishers, cabinets and accessories by one manufacturer.

B. UL-Listed Products: Provide new portable fire extinguishers which are UL-listed and bear UL "Listing Mark" for type, rating, and classification of extinguisher indicated.

1.5 SUBMITTALS

A. Product Data: Submit manufacturer's technical data and installation instructions for all portable fire extinguishers required. For fire extinguisher cabinets include roughing-in dimensions, and details showing mounting methods, relationships to surrounding construction, door hardware, cabinet type and materials, trim style and door construction, style and materials. Where color selections by Architect are required, include color charts showing full range of manufacturer's standard colors and designs available.

B. Samples: Submit samples, 6" square, of each required finish. Prepare samples on metal of same gauge as metal to be used in the work. Where normal color variations are to be expected, include 2 or more units in each sample showing the limits of such variations.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with requirements, provide products of one of the following:

1. J. L. Industries.

2. Larsen's Mfg. Co.

3. Potter Roemer.

2.2 EXTINGUISHERS

A. General: Provide fire extinguishers for each extinguisher cabinet and other locations indicated, in colors and finishes selected by Architect from manufacturer's standard which comply with requirements of governing authorities.

B. Abbreviations indicated below to identify extinguisher type related to UL classification and rating system and not necessarily to type and amount of extinguishing material contained in extinguisher.

C. Multi-Purpose Dry Chemical Type: UL rated 4-A:60-B:C, 10 lb. nominal capacity, in enameled steel container, for Class A, Class B and Class C fires.

2.3 CABINETS

A. Type and Style: Fire extinguisher cabinets shall be Type 304 stainless steel with No. 4 finish, recessed, with plexiglass panel, sized to fit within the partition or wall depth. Provide fire rated cabinets within fire rated partitions.

B. Design is based on "Model SS-2409-R1," as manufactured by Larsen's Mfg. Co. Other manufacturers noted herein may substitute their equivalent cabinet upon acceptance by the Architect.

PART 3 EXECUTION

3.1 INSPECTION

A. Examine the areas and conditions where fire extinguishers and cabinets are to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 INSTALLATION

A. Install items included in this Section in locations indicated and at heights to comply with applicable regulations of governing authorities.

1. Prepare recesses in walls for fire extinguisher cabinets as required by type and size of cabinet and style of trim and to comply with manufacturer's instructions.

2. Securely fasten mounting brackets and fire extinguisher cabinets to structure, square and plumb, to comply with manufacturer's instructions.

B. Where exact location of cabinets and bracket-mounted fire extinguishers is not indicated, locate as directed by the Architect.

3.3 IDENTIFICATION

A. Identify fire extinguisher in cabinet with lettering spelling "FIRE EXTINGUISHER" painted on door by silk-screen process. Provide lettering on door as selected by Architect from manufacturer's standard letter sizes, styles, colors and layouts.

B. Identify bracket-mounted extinguishers with red letter decals spelling 'FIRE EXTINGUISHER' applied to wall surface. Letter size, style and location as selected by the Architect.

3.4 SERVICE

A. Determine the approximate completion date of the work and then inspect, charge, and tag the fire extinguishers at a date not more than 10 days before or not less than one day before actual completion date of the work.

END OF SECTION

SECTION 22 00 00

PLUMBING

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. The requirements of this Section shall apply to all sections of Division 22:

1. The work installed under this section shall conform to all applicable local codes, regulations, and standards.

2. Do not construe anything contained in these specifications or drawings to permit work to be installed that does not conform to code.

3. Consider interpretations and rulings of the enforcing agencies as part of these specifications.

4. Comply with specifications showing work exceeding minimum code requirements.

5. The Contractor shall furnish without any extra charge additional materials and labor required for the compliance with any rules and regulations.

6. The Contractor shall make all necessary field measurements and investigations to assure that the equipment and assemblies will meet contract requirement and will fit the space available.

7. The Contractor shall provide, procure, and pay for all permits, inspections, services, meters, licenses, fees required for performance or work of this Section.

8. Do not interrupt or change existing services without prior written approval from the Owner or Owner's Representative. When interruption is required, coordinate scheduling of down-time with the Owner or Owner's Representative to minimize disruption to building activities.

1.3 REFERENCED STANDARDS

Abbreviations of standards organizations:

ABMA American Boiler Manufacturers Association
AGA American Gas Association
ANSI American National Standards Institute
ARI Air Conditioning and Refrigeration Institute
ASHRAE American Society of Heating, Refrigeration and Air-Conditioning Engineers
ASME American Society of Mechanical Engineers
ASPE American society of Plumbing Engineers
ASSE American Society of Sanitary Engineering

ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
AWS	American Welding Society
CISPI	Cast Iron Soil Pipe Institute
EPA	Environmental Protection Agency
GAMA	Gas Appliance Manufacturers Association
IAPMO	International Association of Plumbing & Mechanical Officials
IEEE	Institute of Electrical and Electronics Engineers
ISA	Instrument Society of America
MCA	Mechanical Contractors Association
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation
PDI	Plumbing and Drainage Institute
STI	Steel Tank Institute
UL	Underwriters Laboratories Inc.

1.4 SUBMITTALS

A. Submittals, including number of required copies, shall be submitted in accordance with Division 01 requirements.

B. Product Data: All fixtures, equipment, materials, and products.

C. Shop Drawings: Complete plans showing equipment and fixture locations, pipe layouts, wiring and control diagrams, details, notes, and all other items necessary for proper checking for conformance to the contract documents.

1.5 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: For piping and specialties including relation to other services in same area, drawn to scale. Show piping and specialty sizes and valves, meter and specialty locations, and elevations.

B. Field quality-control test reports.

1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: Prior to substantial completion furnish a minimum of three (3) complete sets of operation and maintenance manuals for all fixtures, equipment, and systems.

B. Instruct Owner's operating personnel in the proper operation and maintenance of systems and equipment provided as part of this project. Include not less than 4 hours of instruction.

C. Final as-built drawings: As-built drawings shall be submitted (electronic and hard copy) prior to final acceptance and shall include but not be limited to the following:
   1. Routing of all piping with clear emphasis on piping installed underground and above inaccessible ceilings.
   2. Shutoff valves plainly marked and identified.

3. Location of equipment
4. Ceiling access panel locations.

1.7 QUALITY ASSURANCE

A. General: All products and materials used shall be new, undamaged, free from defects, clean, and in good condition. Existing products and materials are not to be reused unless specifically indicated.

B. Manufacturer Qualifications: Company shall have minimum three (3) years documented experience specializing in manufacturing the products specified in this section.

C. Products and materials shall bear label, stamp, or other markings of manufacturer and required testing or regulatory agency.

D. Comply with ASTM F 645 for selection, design, and installation of thermoplastic water piping.

E. NSF Compliance: As required by authorities having jurisdiction.

1. Comply with NSF 14, "Plastics Piping Components and Related Materials," for plastic domestic water piping components.
2. Comply with NSF 61, "Drinking Water System Components - Health Effects; Sections 1 through 9."
3. Comply with NSF 372, "Drinking Water System Components - Lead Content."

1.8 DELIVERY, STORAGE, AND HANDLING

A. All materials shall be new, undamaged, and free of rust.

B. Protect all materials that are to be installed within this project from exposure to rain, freezing temperatures and direct sunlight except for materials manufactured for exterior locations.

C. Accept valves and specialties on site in shipping containers and maintain in place until installation.

D. Deliver piping with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe-end damage and to prevent entrance of dirt, debris, and moisture.

E. Protect stored piping from moisture and dirt. Elevate above grade. Do not exceed structural capacity of floor when storing inside.

F. Protect flanges, fittings, and specialties from moisture and dirt.

G. Store plastic piping protected from direct sunlight. Support to prevent sagging and bending.

1.9 PROJECT CONDITIONS

A. Interruption of existing services: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions.

1. Notify Owner or Owner’s Representative no fewer than two (2) days in advance of proposed interruption of service.

2. Do not proceed with interruption of services without Owner or Owner's Representative written permission.

PART 2 - PRODUCTS

2.1 PIPING

A. Domestic water piping:

1. Hard Drawn Copper Tube: ASTM B 88, Type L with Solder-Joint Fittings: ASME B16.22, wrought-copper, lead-free solder-joint pressure type.

2. In exposed areas flexible connections are permitted for water heater and fixtures. Length of flexible pipe shall not exceed 12".

B. Sanitary, Waste, and Vent (DWV) Piping (aboveground):

1. PVC schedule 40 solid wall pipe and DWV fittings (cement joints) in accordance with ASTM D 1785, ASTM D 2564, ASTM D 2665, ASTM F 656, and ASTM F 1760.

2. Plastic piping, including PVC, shall not be used in plenum areas unless wrapped with a suitable plenum wrap equal to 3M Fire Barrier Plenum Wrap 5A+ in accordance with ASTM E 84.

3. Cast iron soil pipe, plain end (no hub) pipe and hubless coupling fittings conforming to ASTM A 888 and CISPI standard 301 and 310 shall be suitable for use in plenum spaces.

C. Sanitary, Waste, and Vent (DWV) Piping (underground):

1. PVC schedule 40 solid wall pipe and DWV fittings (cement joints) in accordance with ASTM D 1785, ASTM D 2321, ASTM D 2564, ASTM F 656, ASTM F 1668, and ASTM F 1760.

D. Gas Piping (underground):

1. PE Pipe in accordance with ASTM D 2513 with fusion type ASTM D or ASTM D 2683 or ASTM D 3261 fittings.

a. PE Transition fittings with PE pipe complying with ASTM D 2513 and steel pipe complying with ASTM A 53, black steel schedule 40.
b. Anodeless risers complying with complying with ASTM D 2513 and steel pipe complying with ASTM A 53, black steel schedule 40.
c. Electrically non-conductive underground pipe shall be supplied with tracer wire installed in accordance with local code requirements.

E. Gas Piping (aboveground exterior):

1. Steel pipe: ASTM A 53/A 53M, black steel, schedule 40 with malleable-iron threaded fittings: ASME B16.3, class 150. Paint exterior steel pipe to match existing exterior steel pipe at site.

F. Gas Piping (inside building):

1. Corrugated, Stainless-Steel Tubing complying with ANSI/IAS LC1//CSA 6.26, and protective Jacket Complying with ICC-ES PMG LC 1024.
    a. Basis-of-Design product: subject to compliance with the requirements, provide TracPipe CounterStrike system with AutoFlare fittings by Omega Flex, Inc., or comparable approved equal.
    b. Tubing shall be 300 series Stainless Steel conforming to ASTM A 240 rated for 25 psi.
    c. Protection shall be provided by steel striker plates installed in accordance with the manufacturer's installation manual.
    d. Flexible gas piping shall be bonded in accordance with NEC NFPA 70 and the requirements of the local fuel and gas code.

2.2 PIPING SPECIALTIES

A. Unions: Install union type fittings downstream of isolation valves at equipment connections.

    a. 2" and smaller steel: ASTM A197/ANSI B16.3 malleable iron unions with brass seats.
    b. 2" and smaller copper: ANSI B16.18 lead free cast bronze unions

B. Hose Bibb: Anti-Siphon wall hydrant with 3/4" male hose connection and anti-siphon vacuum breaker.

    a. Basis-of-Design product: MIFAB MHY-9200-NPB with polished chrome finish and cast iron wheel or a comparable approved equal.

2.3 VALVES

A. Ball Valves:

1. For Domestic water system: Lead-Free Two-Piece, Full Port Bronze Ball Valves complying with MSS SP-110, 600 psig CWP. Basis-of-Design product: Apollo, Conbraco Industries, Inc. 77CLF-200 series or a comparable product by one of the following:

    a. NIBCO INC.
    b. Watts

2.4 PIPING INSULATION

A. Provide piping insulation materials as per one of the following types:

1. Flexible Elastomeric Insulation: Closed-cell, sponge- or expanded-rubber materials complying with ASTM C 534, Type I for tubular materials. Suitable for use with fluid temperatures less than 220 Deg F. Basis-of-Design product: Armacell AP Armaflex or a comparable product by one of the following:

    a. Aeroflex Aerocel Tube
    b. K-Flex Insul-Lock

2. Fiberglas Preformed Pipe Insulation: Type I, 850 Deg F Fiberglass complying with ASTM C 547, Type I, Grade A with factory-applied all service jacket. Basis-of-Design product: Johns Manville; Micro-Lok or a comparable product by one of the following:

a. Owens Corning; Fiberglas Pipe Insulation
b. Knauf Insulation; Earthwool 1000 Pipe Insulation

3. Provide insulation under handicap lavatories equal to Truebro, Inc. Lav Guard 2.

B. Insulation Thickness Schedule

Service	Minimum Thickness
Domestic Cold water	1/2 inch
Domestic Hot Water	1 inch
Hot Water Recirculation	1 inch

2.5 DRAINAGE SPECIALTIES

A. Floor plate cleanouts: Nickel-bronze cover plate adjustable on-grade cleanout with PVC adapter complying with ASME A112.36.2M-2002. Basis-of-Design product Sioux Chief 834 series FinishLine or a comparable product by one of the following:

a. Zurn CO 2400 series
b. Watts CO12 series

B. Wall plate cleanouts: Cleanout plug shall include stainless steel cover and vandal proof screw. Basis-of-Design product Watts Proline CO44 or a comparable product by one of the following:

a. Sioux Chief
b. Zurn

C. Floor drain trap seal protection: Elastomeric trap seal protection device complying with ASSE 1072. Basis-of Design product MI-FAB “MI-GARD” or a comparable product by one of the following:

a. Jay R. Smith Quad Close
b. Rectorseal SureSeal

2.6 FIXTURE SUPPORTS

A. General: Provide plumbing fixture carriers, supports, and devices to carry loads independently of walls or partitions. Securely bolt supports to floor with power-driven or drilled inserts or studs.

B. Manufacturers: Zurn, Jay R. Smith, Josam, Wade.

2.7 PLUMBING FIXTURES

A. General: See architectural specifications and fixture schedule for plumbing fixtures not specified within this section.

B. Floor drains (FD): Adjustable floor drain with round top strainer and PVC base adapter. Nickel-bronze strainer with vandal resistant screws. Floor drains shall meet ASME A112.6.3-2001. Basis-of-Design product Sioux Chief FinishLine 832 Series or a comparable product by one of the following manufacturers.

a. Zurn
b. Watts

C. Floor sinks (FS): Floor sinks shall be made of impact-modified PVC material with Sch. 40 hub connection conforming to ASTM D2665. Sink shall show no significant distortion at water temperatures up to 180 °F. Strainer shall be nickel-bronze (half strainer) heel-proof and shall meet all applicable load requirements for intended use. Sink shall be designed with a concrete anchor flange for solid installations. Floor sink shall be designed in accordance with ASME A112.6.7-2001. Basis-of-Design product Sioux Chief Fatmax 860 series (round top) or SquareMax 861 series (square top).

a. Zurn
b. Watts

2.8 WATER HEATERS

A. Gas-Fired, tankless, condensing, wall—mounted water heater shall be direct vent certified by the CSA group to the latest edition of ANSI standard Z21.10.3/CSA 4.3. Install water heater and all accessories (including combustion air intake and direct vent) in strict accordance with manufacturer's instructions. See schedule on drawings for make and model.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

A. Inspections:

1. Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
2. Verify that plumbing may be installed in strict accordance with all pertinent codes and regulations and the approved shop drawings.

B. Discrepancies:

1. In the event of discrepancy, immediately notify the Architect.
2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.2 DEMOLITION

A. General:

1. Perform all demolition as indicated on the drawings to accomplish new work. Where pipe is removed and not reconnected with new work, cap ends of existing services as if they were new

work. Coordinate work with Owner or Owner's Representative to minimize disruption to facility activities.

2. All pipe, fixtures, equipment, wiring and associated conduit, insulation and similar items demolished, abandoned, or deactivated are to be removed from the site by the Contractor except as specifically noted otherwise. Maintain the condition of material and/or equipment that is indicated to be reused equal to that existing before work began.

3.3 PLUMBING SYSTEM LAYOUT

A. General:

1. Layout the plumbing system in careful coordination with the contract and approved shop drawings, determining proper elevations for all components of the system and using only the minimum number of bends to produce a satisfactorily functioning system.

2. Follow the general layout shown on the approved shop drawings in all cases except where other work may interfere.

3. Size any section of pipe for which size is not indicated or any intermediate section the same size as the largest pipe connecting to it.

4. Cut pipe accurately to job measurements and install without springing or forcing, true to line and grade, generally square with building, and adequately supported to prevent sagging or undue stress on pipe, fittings, and accessories.

5. Install dielectric unions, or flanges at points of connection between copper piping and steel or cast iron pipes, or other dissimilar metals.

6. Provide unions at connections to equipment, on service side of valves, and elsewhere as required to facilitate maintenance.

7. Provide chrome plated, split ring type escutcheons where pipe penetrations through wall or ceiling are exposed to view.

8. Arrange pipe and hangers to allow for expansion, contraction, and structural settlement.

9. Make changes of size or direction with manufactured fittings. Bushings, reducing flanges, and bending of pipe is not allowed.

10. Run full pipe size through shutoff valves, balancing valves, etc. Change pipe size within three pipe size diameters of final connection to fixtures and equipment.

11. Set fixture to equal height, plumb, or at right angles to wall. Connect to waste and water supplies in neat, uniform, and finished manner. Provide new trim and appurtenances for complete installation.

B. Enclosure of Pipes:

1. Except where specifically permitted by the Architect, layout all pipes to fall within partition, ceiling, or roof cavities and not to require furring other than that shown on the contract documents.

3.4 INSTALLATION OF PIPING EQUIPMENT

A. General:

1. Install all piping promptly capping or plugging all open ends and making pipe generally level and plumb, free from traps, and in a manner to conserve space for other work.

2. Provide uniform pitch of at least 1/4" per foot for all horizontal waste, soil pipe. Pitch all vents for proper drainage.

3. Firmly anchor all pipes in position; provide complete isolation of dissimilar metals.

4. Inspect each piece of pipe, tube fittings, and equipment for defects and obstructions; promptly remove all defective materials from the job site.

5. Install pipes to clear all beams and obstructions. Do not cut structural members without the approval of the Architect.

6. Buried piping shall have a minimum cover depth of 12 inches.

B. Joints and Connections:

1. Smoothly ream all cut pipe; cut all threads straight and true; apply best quality thread seal tape to all male pipe threads but not inside the fittings.

3.5 CLOSING IN UNISPECTED WORK

A. General: Do not cover up or enclose work until it has been properly and completely inspected and approved.

B. Noncompliance: Should any of the work be covered up or enclosed prior to all required inspections and approvals, uncover the work as required and, after it has been completely inspected and approved, make all repairs and replacements with such materials as are necessary to the approval of the Architect.

3.6 TESTS AND ADJUSTMENTS

A. Test the installations in accordance with the following requirements and all applicable codes.

1. Notify the Architect at least seven (7) days in advance of any test.
2. All piping shall be tested at completion of roughing-in, or at any other times as directed by the Architect.
3. Furnish all necessary materials, test pumps, gases, instruments, and labor required for testing.

B. Protect valves and equipment from damage during tests. Include connection to previously tested sections if the systems are tested in sections.

C. Should any material or work fail in any of these tests, it shall be immediately removed and replaced by new materials, and portion of the work replaced shall again be tested.

D. Instruct Owner's operating personnel during operating adjustment period. Before operation, lubricate each item of equipment in accordance with equipment manufacturer.

3.7 STERILIZATION OF PIPES

A. General:

1. Purge the domestic water system of all deleterious matter. After purging, chlorinate the entire potable domestic water system in accordance with the current recommendations of the American Water Works Association and in accordance with all pertinent state and local health codes and regulations.
2. Chlorinate only when prescheduled and provide proper warning signs at outlets.

B. Flushing:

1. Upon completion of the sterilization, thoroughly flush the entire potable water system and immediately fill the system
2. When sterilization and flushing are complete, prepare reports of purging and disinfecting activities.

3.8 CLEANING PIPING SYSTEMS

A. After the piping systems have been tested and proved tight, clean piping systems of dirt, scale, oil, grease, waste, and other foreign substances which may have accumulated during the process of installation.

3.9 FINAL CLEAN UP

A. Prior to acceptance of the buildings, thoroughly clean all exposed portions of the plumbing installation, removing all purchasing labels and all traces of foreign substance, using only a cleaning solution approved by the manufacturer of the plumbing item and being careful to avoid all damage to finished surfaces.

3.10 PIPE PENETRATIONS OF FIRE WALLS

A. Bare Pipe: All steel pipe or copper tubing penetrating fire walls or decks shall be encircled by sheet metal sleeves sized for maximum one inch annular spacing between pipe and sleeve. Spacing shall be packed on each end with UL rated ceramic fiber strip insulation or mineral wool. For exterior penetrations, provide a waterproofing caulk or sealant to make a water-tight and air-tight seal.

B. Insulated Pipe: Same as for bare pipe.

C. Sleeve and packing shall have the same fire rating as the partition construction in which they are installed.

D. Sealant shall be Thomas and Betts Flamesafe type FS firestop or approved equal.

3.11 IDENTIFICATION

A. Identification of New Material:

1. Provide pipe with manufacturer's identification and service on each length of pipe as required by ASTM specifications.

B. Piping:

1. Snap-on pipe markers: Cylindrical self-coiling plastic sheet that snaps over piping insulation and is held tightly in place without the use of adhesive, tape, or straps. Not less than 1 inch high letters/numbers and flow direction arrows for piping marking. Seton, Marking Services, W.H. Brady or equal.

C. Equipment:

1. Engraved name plates: White letters on a black background, 1/16 inch thick plastic laminate, beveled edges, screw mounting. Seton, Marking Services, W.H. Brady, or equal.

D. Valves:

1. Round brass tags with 1/2 inch numbers, 1/4 inch system identification abbreviation, 1-1/4 inch minimum diameter, with brass jack chains or brass "S" hooks around the valve stem, available from Seton, Marking Services, W.H. Brady, or equal.

END OF SECTION 22 00 00

SECTION 23 05 00

COMMON WORK RESULTS FOR HVAC

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. The requirements of this Section shall apply to all sections of Division 23:

1. The work installed under this section shall conform to all applicable local codes, regulations, and standards.

2. Do not construe anything contained in these specifications or drawings to permit work to be installed that does not conform to code.

3. Consider interpretations and rulings of the enforcing agencies as part of these specifications.

4. Comply with specifications showing work exceeding minimum code requirements.

5. The Contractor shall furnish without any extra charge additional materials and labor required for the compliance with any rules and regulations.

6. The Contractor shall make all necessary field measurements and investigations to assure that the equipment and assemblies will meet contract requirement and will fit the space available.

7. The Contractor shall provide, procure, and pay for all permits, inspections, services, meters, licenses, fees required for performance or work of this Section.

8. Do not interrupt or change existing services without prior written approval from the Owner or Ownerôs Representative. When interruption is required, coordinate scheduling of down-time with the Owner or Ownerôs Representative to minimize disruption to building activities.

1.3 REFERENCED STANDARDS

Abbreviations of standards organizations:

AABC Associated Air Balance Council
ABMA American Boiler Manufacturers Association
ADC Air Diffusion Council
AGA American Gas Association
AMCA Air Movement and Control Association
ANSI American National Standards Institute
ARI Air Conditioning and Refrigeration Institute
ASHRAE American Society of Heating, Refrigeration and Air-Conditioning Engineers

ASME American Society of Mechanical Engineers
ASTM American Society for Testing and Materials
AWWA American Water Works Association
AWS American Welding Society
CGA Compressed Gas Association
CTI Cooling Tower Institute
EPA Environmental Protection Agency
GAMA Gas Appliance Manufacturers Association
IEEE Institute of Electrical and Electronics Engineers
ISA Instrument Society of America
MCA Mechanical Contractors Association
MICA Midwest Insulation Contractors Association
MSS Manufacturerôs Standardization Society of the Valve & Fitting Industry, Inc.
NBS National Bureau of Standards
NEBB National Environmental Balancing Bureau
NEC National Electric Code
NEMA National Electrical Manufacturers Association
NFPA National Fire Protection Association
SMACNA Sheet Metal and Air Conditioning ContractorsôNational Association Inc.
UL Underwriters Laboratories Inc.

1.4 SUBMITTALS

A. Submittals, including number of required copies, shall be submitted in accordance with Division 01 requirements.

B. Product Data: Submit for all equipment and systems as indicated in the respective specifications sections, marking each submittal with that specification section number.

C. Shop Drawings: Complete plans showing equipment, pipe & duct layouts and associated fittings and flow control devices, wiring and control diagrams, details, notes, and all other items necessary for proper checking for conformance to the contract documents.

1.5 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: For piping, duct, and equipment including relation to other services in same area, drawn to scale. Show piping and duct sizes and valves, device locations, and elevations.

B. Field quality-control test reports.

1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: Prior to substantial completion furnish a minimum of three (3) complete sets of operation and maintenance manuals for all fixtures, equipment, and systems.

B. Instruct Ownerôs operating personnel in the proper operation and maintenance of systems and equipment provided as part of this project. Include not less than 4 hours of instruction.

C. Final as-built drawings: As-built drawings shall be submitted (electronic and hard copy) prior to final acceptance and shall include but not be limited to the following:

1. Routing of all piping and ductwork with clear emphasis on systems installed underground and above inaccessible ceilings.
2. Shutoff valves plainly marked and identified.
3. Location of equipment
4. Ceiling access panel locations.

1.7 QUALITY ASSURANCE

A. General: All products and materials used shall be new, undamaged, free from defects, clean, and in good condition. Existing products and materials are not to be reused unless specifically indicated.

B. Manufacturer Qualifications: Company shall have minimum three (3) years documented experience specializing in manufacturing the products specified in this section.

C. Products and materials shall bear label, stamp, or other markings of manufacturer and required testing or regulatory agency.

1.8 DELIVERY, STORAGE, AND HANDLING

A. All materials shall be new, undamaged, and free of rust.

B. Protect all materials that are to be installed within this project from exposure to rain, freezing temperatures and direct sunlight except for materials manufactured for exterior locations.

C. Accept valves, fittings, and devices on site in shipping containers and maintain in place until installation.

D. Deliver piping with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe-end damage and to prevent entrance of dirt, debris, and moisture.

E. Protect stored piping from moisture and dirt. Elevate above grade. Do not exceed structural capacity of floor when storing inside.

F. Protect flanges, fittings, and devices from moisture and dirt.

G. Store plastic piping protected from direct sunlight. Support to prevent sagging and bending.

1.9 PROJECT CONDITIONS

A. Interruption of existing services: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions.

1. Notify Owner or Ownerôs Representative no fewer than two (2) days in advance of proposed interruption of service.
2. Do not proceed with interruption of services without Owner or Ownerôs Representative written permission.

PART 2 - PRODUCTS

2.1 ACCESS PANELS

A. For use in walls or inaccessible ceilings:

1. 16 gauge frame with not less than a 20 gauge hinged door or removable panel, prime coated steel for general applications, screwdriver operated cam latch for general applications, UL listed for use in fire rated partitions. Use the largest size access opening possible, consistent with the space and the equipment needing service; minimum size is 12ò by 12ò.

2.2 IDENTIFICATION

A. Identification shall be per the following for all piping, equipment, and valves, respectively:

1. Snap-on pipe markers: Cylindrical self-coiling plastic sheet that snaps over piping insulation and is held tightly in place without the use of adhesive, tape, or straps. Not less than 1 inch high letters/numbers and flow direction arrows for piping marking. Seton, Marking Services, W.H. Brady or equal.

2. Engraved name plates: White letters on a black background, 1/16 inch thick plastic laminate, beveled edges, screw mounting. Seton, Marking Services, W.H. Brady, or equal.

3. Valve Tags: Round brass tags with 1/2 inch numbers, 1/4 inch system identification abbreviation, 1-1/4 inch minimum diameter, with brass jack chains or brass ñSò hooks around the valve stem, available from Seton, Marking Services, W.H. Brady, or equal.

2.3 SEALING AND FIRE STOPPING

A. Fire and/or smoke rated penetrations:

1. Bare Pipe: All pipe penetrating fire walls or decks shall be encircled by sheet metal sleeves sized for maximum one inch annular spacing between pipe and sleeve. Spacing shall be packed on each end with UL rated ceramic fiber strip insulation or mineral wool. For exterior penetrations, provide a waterproofing caulk or sealant to make a water-tight and air-tight seal.
2. Insulated Pipe: Same as for bare pipe.
3. Sleeve and packing shall have the same fire rating as the partition construction in which they are installed.
4. Duct penetrations shall be provided with a sheet metal sleeve with a maximum annular space packed on each end with UL rated ceramic fiber strip insulation or mineral wool.
5. Sealant shall be Thomas and Betts Flamesafe type FS firestop or approved equal.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

A. Inspections:

1. Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
2. Verify that work may be installed in strict accordance with all pertinent codes and regulations and the approved shop drawings.

B. Discrepancies:

1. In the event of discrepancy, immediately notify the Architect.
2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.2 DEMOLITION

A. General:

1. Perform all demolition as indicated on the drawings to accomplish new work. Where pipe or ductwork is removed and not reconnected with new work, cap ends of existing services as if they were new work. Coordinate work with Owner or Ownerôs Representative to minimize disruption to facility activities.

2. All pipe, duct, fixtures, equipment, wiring and associated conduit, insulation and similar items demolished, abandoned, or deactivated are to be removed from the site by the Contractor except as specifically noted otherwise. Maintain the condition of material and/or equipment that is indicated to be reused equal to that existing before work began.

3.3 MECHANICAL SYSTEM LAYOUT

A. General:

1. Layout the mechanical system in careful coordination with the contract and approved shop drawings, determining proper elevations for all components of the system and using only the minimum number of bends to produce a satisfactorily functioning system.

2. Follow the general layout shown on the approved shop drawings in all cases except where other work may interfere.

3. Size any section of pipe or duct for which size is not indicated or any intermediate section the same size as the largest pipe or duct connecting to it.

4. Cut pipe accurately to job measurements and install without springing or forcing, true to line and grade, generally square with building, and adequately supported to prevent sagging or undue stress on pipe, fittings, and accessories.

5. Install dielectric unions, or flanges at points of connection between copper piping and steel or cast iron pipes, or other dissimilar metals.

6. Provide unions at connections to equipment, on service side of valves, and elsewhere as required to facilitate maintenance.

7. Arrange pipe and hangers to allow for expansion, contraction, and structural settlement.

8. Make changes of size or direction with manufactured fittings. Bushings, reducing flanges, and bending of pipe is not allowed.

9. Run full pipe size through shutoff valves, balancing valves, etc. Change pipe size within three pipe size diameters of final connection to fixtures and equipment.

10. Lubricate all bearings with lubricant as recommended by the manufacturer before equipment is operated for any reason. Maintain a log of all lubricants used and frequency of lubrication; include this information in the Operating and Maintenance manuals.

B. Enclosure of Pipes and Ductwork:

1. Except where specifically permitted by the Architect, layout all pipes and ductwork to fall within partition, ceiling, or roof cavities and not to require furring other than that shown on the contract documents.

3.4 EQUIPMENT ACCESS

A. General:

1. Install all piping, conduit, ductwork, and accessories to permit access to equipment for maintenance and service. Coordinate the exact location of wall and ceiling access panels and doors with the General Contractor, making sure that access is available for all equipment and specialties. Access doors in general construction are to be furnished by the Mechanical Contractor and installed by the General Contractor.

3.5 IDENTIFICATION

A. General:

1. Identify all equipment with engraved name plates.

2. Identify piping not less than once every 20 feet, not less than once in each room, adjacent to each access door or panel, and on both sides of the partition where exposed piping passes through walls, floors or roofs. Place flow directional arrows at each pipe identification location.

3. Identify valves with brass tags bearing a system identification and a valve sequence number.

END OF SECTION 23 05 00

SECTION 23 31 00

HVAC DUCTS AND CASINGS

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 SUBMITTALS

A. Submittals, including number of required copies, shall be submitted in accordance with Division 01 requirements.

B. Product Data: Duct sealant and gasket materials. Schedule of duct systems including material of construction, gauge, pressure class, system class, method of reinforcement, joint constructions, fitting, construction, and support methods, all with appropriate details.

C. Shop Drawings: Fabrication and installation drawings.

1.3 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Ductwork and accessories layout including relation to other services in same area, drawn to scale. Show duct sizes and dampers, device locations, and elevations.

1.4 CLOSEOUT SUBMITTALS

A. Final as-built drawings: As-built drawings shall be submitted (electronic and hard copy) prior to final acceptance and shall include but not be limited to the following:
   1. Routing of all ductwork with clear emphasis on systems installed underground and above inaccessible ceilings.
   2. Dampers plainly marked and identified.
   3. Location of equipment
   4. Ceiling access panel locations.

1.5 QUALITY ASSURANCE

A. General: All products and materials used shall be new, undamaged, free from defects, clean, and in good condition. Existing products and materials are not to be reused unless specifically indicated.

B. Manufacturer Qualifications: Company shall have minimum three (3) years documented experience specializing in manufacturing the products specified in this section.

C. Products and materials shall bear label, stamp, or other markings of manufacturer and required testing or regulatory agency.

1.6 DELIVERY, STORAGE, AND HANDLING

A. All materials shall be new, undamaged, and free of rust.

B. Protect ductwork against damage.

C. Protect ductwork by storing inside or by durable, waterproof, above ground packaging. Do not store material on grade. Protect ductwork from dirt, dust, construction debris and foreign material. Where end caps/packaging are provided, take precautions so caps/packaging remain in place and free from damage.

D. Storage and protection methods must allow inspection to verify products.

PART 2 - PRODUCTS

2.1 DUCTWORK

A. General: All sheet metal used for construction of duct shall be constructed to the latest edition of SMACNA HVAC Duct Construction Standards, Metal and Flexible. Unless otherwise noted, rectangular ductwork shall be 26 gauge or heavier except for round and spiral ductwork and spiral duct take-offs 12ò and below may be 26 gauge where allowed in SMACNA HVAC Duct Construction Standards, Metal and Flexible, 3rd Edition, 2005.

1. Duct sizes indicated on plans are net inside dimensions; where duct liner is specified, dimensions are net, inside of liner.

2. Minimum acceptable duct pressure class, for all ductwork except transfer ductwork, is 2 inch W.G. positive or negative. Transfer ductwork minimum acceptable duct pressure class is 1 inch W.G. positive or negative.

3. Ductwork material shall be galvanized sheet steel, G-60 in accordance with ASTM A 90.

2.2 KITCHEN HOOD EXHAUST DUCTWORK

A. Install prefabricated grease ductwork assemblies in accordance with manufacturer requirements and NFPA 96.

2.3 DUCT SEALANT

A. Manufacturer: 3M 900 Duct Sealer, Ductmate Proseal, Carlisle HVAC Iron-Grip 601, Duro Dyne Smooth Duct Sealer

1. Install sealants in strict accordance with manufacturerôs recommendations, paying special attention to temperature limitations. Allow sealant to fully cure before pressure testing of ductwork, or before startup of air handling systems.

2.4 GASKETS

A. General: 2 inch pressure class and lower:

1. Soft neoprene or butyl gaskets in combination with duct sealant for flanged joints by Ductmate, Duro Dyne, Ward Industries, or equal.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General:

1. Verify dimensions at the site, making field measurements and drawings necessary for fabrication and erection. Check plans showing work of other trades and consult with the Architect in the event of any interference.

2. Make allowance for beams, pipes or other obstruction in building construction and for work of other contractors. Transform, divide or offset ducts as required, in accordance with SMACNA HVAC Duct Construction Standards.

3. Provide frames constructed of angles or channels for coils, filters, dampers or other devices installed in duct systems, and make all connections to such equipment including equipment furnished by others. Secure frames with gaskets and screws or nut, bolts and washers.

4. Install duct to pitch toward outside air intakes and drain to outside of building where feasible.

5. Solder or seal seams to form water-tight joints.

6. Where two different metal ducts meet, the joint shall be installed in such a manner that metal ducts do not contact each other by using proper seal or compound.

7. Do not install ductwork through dedicated electrical rooms or spaces unless the ductwork is serving the room or space.

8. Locate ducts with sufficient space around equipment to allow normal operating and maintenance activities.

9. Provide adequate access to ductwork for cleaning purposes.

10. Provide temporary capping of ductwork opening to prevent entry of dirt, dust and foreign material.

11. Protect diffusers, registers and grilles with plastic wrap or some other approved form of protection to maintain dirt and dust free and to prevent entry of dirt, dust and foreign material into the ductwork.

12. Install prefabricated grease ductwork assemblies in accordance with manufacturer requirements and NFPA 96.

13. During construction provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system.

3.2 CLEANING

A. General:

1. Remove all dirt and foreign matter from the entire duct system and clean diffusers, registers, grilles and the inside of air-handling equipment before operating fans.

2. Clean ducts systems with high power vacuum machines where systems have been used for temporary heat, air-conditioning, or ventilation purposes during construction. Protect equipment that may be harmed by excessive dirt with filters, or bypass during cleaning.

3.3 LEAKAGE TEST

A. General: Test all ductwork in accordance with test methods described in Section 5 of SMACNA HVAC Air Duct Leakage Test Manual. Do not insulate ductwork until it has been successfully tested. Test pressure shall be equal to the duct pressure class.

1. If excessive air leakage is found, locate leaks, repair the duct in the area of the leak, seal the duct, and retest.

2. Leakage rate shall not exceed more than 5% of the system air quantity for low pressure ductwork, determined in accordance with Appendix C of the SMACNA HVAC Air Duct Leakage Test Manual.

3. Submit a signed report to the Architect, indicating test apparatus used, results of the leakage test, and any remedial work required to bring duct systems into compliance with specified leakage rates.

END OF SECTION 23 31 00

SECTION 23 33 00

AIR DUCT 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 SUBMITTALS

A. Submittals, including number of required copies, shall be submitted in accordance with Division 01 requirements.

B. Product Data: Submit for all accessories and include dimensions, capacities, ratings, installation instructions, and appropriate identification.

1.3 QUALITY ASSURANCE

A. General: All products and materials used shall be new, undamaged, free from defects, clean, and in good condition. Existing products and materials are not to be reused unless specifically indicated.

B. Manufacturer Qualifications: Company shall have minimum three (3) years documented experience specializing in manufacturing the products specified in this section.

C. Products and materials shall bear label, stamp, or other markings of manufacturer and required testing or regulatory agency.

1.4 DELIVERY, STORAGE, AND HANDLING

A. All materials shall be new, undamaged, and free of rust.

B. Protect all accessories against damage.

C. Storage and protection methods must allow inspection to verify products.

PART 2 - PRODUCTS

2.1 MANUAL VOLUME DAMPERS

A. General: Manufacturers: Ruskin, Vent Products, Air Balance, Greenheck, or approved equal.

1. Dampers must be constructed in accordance with SMACNA Duct Construction Standards.

PART 3 - EXECUTION

3.1 INSTALLATION

A. MANUAL VOLUME DAMPERS:

1. Install manual volume dampers in locations as shown on plans.

3.2 CLEANING

A. General:

1. Remove all dirt, grease, and foreign matter from all accessories.

END OF SECTION 23 33 00

SECTION 23 34 00

HVAC FANS

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 SUBMITTALS

A. Submittals, including number of required copies, shall be submitted in accordance with Division 01 requirements.

B. Product Data: Include dimensions, capacities, fan curves, materials of construction, ratings, weights, motors and drives, sound power levels, appropriate identification and vibration isolation for all equipment. Sound power levels to be based on tests performed in accordance with AMCA Standard 300.

1.3 QUALITY ASSURANCE

A. General: All products and materials used shall be new, undamaged, free from defects, clean, and in good condition. Existing products and materials are not to be reused unless specifically indicated.

B. Manufacturer Qualifications: Company shall have minimum three (3) years documented experience specializing in manufacturing the products specified in this section.

C. Products and materials shall bear label, stamp, or other markings of manufacturer and required testing or regulatory agency.

1.4 DELIVERY, STORAGE, AND HANDLING

A. All materials except where noted on drawings shall be new, undamaged, and free of rust.

B. Storage and protection methods must allow inspection to verify products.

PART 2 - PRODUCTS

2.1 GENERAL

A. Use fan size, class, type, arrangement, and capacity as reflected on the floor plans, details, and schedules.

2.2 POWER ROOF EXHAUST FANS

A. Manufacturer: Captive Aire

1. Provide upblast units, as scheduled, with heavy duty weather resistant construction, non-overloading type centrifugal wheel, factory mounted and wired disconnect switch, and bird screen.

2. Upblast units to have motor, bearings, and drives completely enclosed and isolated from the exhaust air stream. Units handling grease laden vapors to be UL listed for conveying such vapors, operating continuously at 300 deg F.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install as shown on the drawings, as detailed, and according to manufacturerôs installation instructions.

3.2 INSTALLATION

A. Remove all dirt, grease, and foreign matter from all accessories.

END OF SECTION 23 34 00

SECTION 23 51 00

BREECHINGS, CHIMNEYS, AND STACKS

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 SUBMITTALS

A. Submittals, including number of required copies, shall be submitted in accordance with Division 01 requirements.

B. Shop Drawings: Fabrication and installation drawings with proposed termination location and details.

1.3 QUALITY ASSURANCE

A. General: All products and materials used shall be new, undamaged, free from defects, clean, and in good condition. Existing products and materials are not to be reused unless specifically indicated.

B. Products and materials shall bear label, stamp, or other markings of manufacturer and required testing or regulatory agency.

1.4 DELIVERY, STORAGE, AND HANDLING

A. All materials shall be new, undamaged, and free of rust.

B. Storage and protection methods must allow inspection to verify products.

PART 2 - PRODUCTS

2.1 CONDENSING APPLIANCE VENTS AND INTAKE:

A. General: Schedule 40 PVC (solid core) in accordance with appliance manufacturerôs recommendations. Size vents in strict accordance with appliance manufacturerôs requirements.

PART 3 - EXECUTION

3.1 INSTALLATION

A. CONDENSING APPLIANCE VENTS AND INTAKES:

1. Pitch exhaust vents from termination point back to appliance.

2. Locate exhaust termination and combustion air intake in accordance with appliance manufacturerôs installation instructions.

3. All joints of combustion air intake and exhaust vents shall be solvent cemented and leak tight. Where a primer is required it shall be of a contrasting color.

END OF SECTION 23 51 00

SECTION 260500

COMMON WORK RESULTS FOR ELECTRICAL

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 SECTION INCLUDES

A. Electrical equipment coordination and installation.

B. Sleeves for raceways and cables.

C. Sleeve seals.

D. Grout.

E. Common electrical installation requirements.

1.3 RELATED SECTIONS

1.4 DEFINITIONS

A. EPDM: Ethylene-propylene-diene terpolymer rubber.

1.5 SUBMITTALS

A. Submit under provisions of Section 01 33 00.

B. Product Data: For sleeve seals.

1.6 COORDINATION

A. Coordinate arrangement, mounting, and support of electrical equipment:

1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
2. To provide for ease of disconnecting the equipment with minimum interference to other installations.
3. To allow right of way for piping and conduit installed at required slope.

4. So connecting raceways, cables, wireways, cable trays, and busways will be clear of obstructions and of the working and access space of other equipment.

B. Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.

C. Coordinate location of access panels and doors for electrical items that are behind finished surfaces or otherwise concealed.

PART 2 - PRODUCTS

2.1 SLEEVES FOR RACEWAYS AND CABLES

A. Steel Pipe Sleeves: ASTM A53, Type E, Grade B, Schedule 40, galvanized steel, plain ends.

B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.

C. Sleeves for Rectangular Openings: Galvanized sheet steel.

1. Minimum Metal Thickness:

a. For sleeve cross-section rectangle perimeter less than 50 inches and no side more than 16 inches, thickness shall be 0.052-inch.
b. For sleeve cross-section rectangle perimeter equal to, or more than, 50 inches and one (1) or more sides equal to, or more than, 16 inches, thickness shall be 0.138-inch.

2.2 SLEEVE SEALS

A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.

1. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following

a. Advance Products & Systems, Inc.
b. Calpico, Inc.
c. Metraflex Co.
d. Pipeline Seal and Insulator, Inc.

2. Sealing Elements: EPDM interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
3. Pressure Plates: Stainless steel. Include two (2) for each sealing element.
4. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements. Include one (1) for each sealing element.

2.3 GROUT

A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C1107, factory-packaged, nonmetallic aggregate grout, non-corrosive, non-staining, mixed with water to consistency suitable for application and a 30-minute working time.

PART 3 - EXECUTION

3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

A. Comply with NECA 1.

B. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.

C. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.

D. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.

E. Right of Way: Give to piping systems installed at a required slope.

3.2 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Electrical penetrations occur when raceways, cables, wireways, cable trays, or busways penetrate concrete slabs, concrete or masonry walls, or fire-rated floor and wall assemblies.

B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.

C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.

D. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.

E. Cut sleeves to length for mounting flush with both surfaces of walls.

F. Extend sleeves installed in floors two (2) inches above finished floor level.

G. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and raceway or cable, unless indicated otherwise.

H. Seal space outside of sleeves with grout for penetrations of concrete and masonry

1. Promptly pack grout solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect grout while curing.

I. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Section 07 92 00.

J. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway and cable penetrations. Install sleeves and seal raceway and cable penetration sleeves with firestop materials. Comply with requirements in Section 07 84 13.

K. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.

L. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.

M. Underground, Exterior-Wall Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for 1-inch annular clear space between raceway or cable and sleeve for installing mechanical sleeve seals.

3.3 SLEEVE-SEAL INSTALLATION

A. Install to seal exterior wall penetrations.

B. Use type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.4 FIRESTOPPING

A. Apply firestopping to penetrations of fire-rated floor and wall assemblies for electrical installations to restore original fire-resistance rating of assembly. Firestopping materials and installation requirements are specified in Section 07 84 13.

END OF SECTION

SECTION 260510

SCOPE OF WORK

PART - GENERAL

1.1 SUMMARY

A. Provide the work included in accordance with the Contract Documents.

B. Provide all labor, materials, equipment, tools, appliances, auxiliaries, services, hoisting, scaffolding, support, supervision, and Project Record Documents, and perform all operations for the furnishing and installing of the complete electrical system, including but not limited to the work described hereinafter. The work shall meet or exceed the latest codes, regulations and requirements of the general conditions to the specifications, Division 26 specifications and drawings submitted.

C. The electrical work is shown schematically on the Drawings to indicate the general system arrangement and configuration. The work of this Division shall include coordination with the work of other Divisions of the Specifications and the Contract Documents so as to provide a complete and operational system capable of being readily operated and maintained, including approved rearrangement of the systems and equipment and rerouting of distribution services to enable the complete system to fit within the confines of the allotted electrical spaces, all to the satisfaction of the Architect/Engineer or as directed by the Architect/Engineer.

D. The work includes, but is not limited to the following: Equipment supports and miscellaneous steel for electrical equipment.

1. As-built drawings on (PDF backgrounds supplied by design engineers or ACAD format.

2. Balancing loads for complete electrical system.

3. Combination starters required for project not supplied by other Divisions (Contractor shall review all divisions and shall be responsible for all work specified or implied) Review all specifications and drawings.

4. Complete 120/208-volt light (based on contract drawings) and power distribution system, including emergency system.

5. Complete electrical job instruction manual. (4 copies)

6. Composite trade drawing submission. (Part 5 this Section.)

7. Demolition work stated or implied by all divisions

8. Distribution feeders.

9. Electrical requirements listed in Divisions 1 thru Division 27 and architectural and mechanical contract drawings.

10. Equipment supports and miscellaneous steel for electrical equipment. Contractor is responsible for reviewing complete project specifications and project drawings.

11. Exterior building mounted lighting.

12. Grounding system modifications.

13. Installation of Owner furnished equipment.

14. Lighting fixtures, lamps, convenience outlet systems and miscellaneous wiring devices.

15. Miscellaneous electrical equipment and systems, unless otherwise noted.

16. Motor power wiring.

17. Requirements as listed in other Sections of Division 26.

18. Sealing of sleeves and other electrical openings.

19. Special mechanical system connections.

20. Temporary power and lighting system (as required).

21. Testing, adjusting and calibration (See other sections for requirements)

22. Underground conduit systems

23. Vibration isolation for the electrical installation.

24. Wiring, conduit and connections between the motor controllers and motors.

25. Wiring, conduit and connections for fire alarm interface.

26. Digital photographs of all concealed work. (Electrical Service feeders)

27. Shop drawings as required by specifications and in this section.

    a. Shop drawing submittals shall consist of six (6) sets. Only originals or clean copies will be accepted. Fax copies will not be accepted. Shop drawings shall be submitted by specification section and be complete.

    b. The following shop drawings shall be submitted as a minimum. Please refer to other sections in Division 26 for additional shop drawing requirements.

        1. Lighting fixtures (Manufacturer Cut Sheets) showing all photometric and other technical data. Point to point drawings required on all interior/exterior lighting.

2. Modifications to drawings supplied.

3. Lighting and power panels, new service entrance equipment, short circuit analysis & coordination study (limited to new equipment only)

4. Safety switches, circuit breakers, fuses, etc.

5. Wiring, conduit, wiring devices and misc. fitting and boxes.

6. See other Sections for additional requirements.

7. Grounding system & reports per section 26 05 26.

28. Codes and Standards

a. The Codes and Standards listed below apply to all electrical Work. Where Codes or Standards are mentioned in these Specifications, follow the latest edition or revision:

IES - Lighting Handbook
NEMA - Standards
ANSI C1 - National Electrical Code (NFPA 70)
ANSI C50 - Rotating Electrical Machinery
ANSI C51.1 - Construction & Guide for Selection, Installation and Use of Electric Motors
ANSI C52.1 - Motors and Generators (NEMA MG1)
FIPS Publication #94 - Guideline on Electrical Power for ADP Installations

b. The current adopted editions of the following State or local Codes apply:

2011 National Electric Code, NFPA 70 (NEC)
Existing Building Code of New York State 2010
Mechanical Code of New York State 2010
Plumbing Code of New York State 2010
Property Maintenance Code of New York State 2010
Building Code of New York State 2010
Fire Code of New York State 2010
Local Authorities Having Jurisdiction (AHJ)
ICC/ANSI A117.1/2003 with Local and State Amendments
Fuel Gas Code of New York State 2010
Energy Conservation Construction Code of New York State 2010

c. The following abbreviations are used within these Specifications:

IES - Illuminating Engineering Society
NEC - National Electrical Code
ANSI - American National Standards Institute
ASTM - American Society for Testing and Materials
EPA - Environmental Protection Agency

IEEE - Institute of Electrical and Electronic Engineers
NEMA - National Electrical Manufacturers Association
NFPA - National Fire Protection Association
OSHA - Occupational Safety and Health Administration
UL - Underwriters' Laboratories

d. All materials furnished and all Work installed comply with the rules and recommendations of the NFPA, the requirements of the local utility companies, the recommendations of the fire insurance rating organization having jurisdiction and with the requirements of all Governmental departments having jurisdiction.

e. Include in the Work, without extra cost to the Owner, any labor, materials, services, apparatus and drawings in order to comply with all applicable laws, ordinances, rules and regulations whether or not shown on Drawings and/or specified.

29. The Contractor shall include in the work, without extra cost to the Owner, any labor, materials, apparatus, and drawing additions to the Contract Drawings and Documents in order to comply with all applicable Codes, Ordinances, Rules and Regulations, whether or not shown on the drawings or indicated.

30. All work shall be performed in a neat and workmanlike manner, with due regard for good practice and best finished appearance.

31. Where such acceptable substitution or deviation requires different quantity or arrangement of foundations, supports, ductwork, piping, wiring, conduit, and any other equipment or accessories normal to this equipment, furnish said changes and additions and pay all changes to the work and the work of others affected by this substitution or deviation. Deviations mean the use of any listed acceptable manufacturer other than those on which the drawings are based.

32. The checking of the shop drawings and samples and the use of the review stamp will be only for conformance with the design concept. The review stamp does not indicate acceptance of every detail of the drawings nor the work methods indicated thereon. Shop drawings will not be accepted for review unless they are stamped and signed as having been fully coordinated with all trades. The review stamp does not relieve the Contractor of the responsibility to comply with all the requirements of this Specification.

33. It is the intent of the Specifications and Drawings to call for finished work, tested and ready for operation.

34. The Contractor shall guarantee all materials, equipment and apparatus and workmanship furnished by him to be free from all defects and agrees to replace at his own expense, at any time within (2) year from the date of acceptance by the Owner, all defective parts that may be found. **At job completion, the Contractor shall submit certification of Guarantee to the Owner and Engineer on contractor's letterhead.**

35. Upon completion of all work and all tests, Contractor shall furnish the necessary skilled labor and helpers for operating his system and equipment. During this period, instruct the Owner or his representative fully in the operation, adjustment and maintenance of all equipment furnished. **There shall be a minimum of 2-1 hour trainings per system.** This shall be completed and signed off by owner's maintenance staff and engineer.

36. Contractor shall furnish to the Architect/Engineer five (5) complete bound sets of typewritten or copied instructions for operating and maintaining all systems included in this contract. All manuals shall be submitted in draft, for approval, prior to final issue. Manufacturing advertising literature will not be acceptable. Only technical bulletins will be considered for the maintenance manual. All shop drawings shall be part of this manual.

37. All switches, starters, circuit breakers, panel boards and other electrical apparatus shall be permanently and neatly identified, clearly legible. All characteristics shall be in a sharply contrasting color to the background surface. All panel boards shall be provided with a neatly typed schedule at the time of final inspection. (see sample at end of this section).

38. Free-hand lettering shall not be acceptable. Engraved laminated labels with stainless steel screw mounting shall be used. All plates shall identify panel and circuit number for switches and receptacles.

39. Each piece of equipment shall be identified with the following:

    1. Name or title of equipment i.e., (LP-3).

    2. Voltage and phase of power source(s) within.

40. **All electrical conduits for the following systems (including conduit above hung ceilings) shall be identified with semi-rigid identification markers equal to "SETMARK" electrical markers as manufactured by Seton Name Plate Co.**

    1. Emergency Systems

    2. Exit Light Circuits

    3. Feeders

    4. Lighting

    5. Power

6. Voltage Levels

41. Each marker background shall be color coded with a clearly printed legend to identify the conductor. Size of markers and lettering to generally conform with the "Scheme for Identification of Piping Systems" (ANSI A13.1-1975).

42. Locations for electrical markers to be as follows:

    1. Panel boards.

    2. On all horizontal runs - marked every 20 feet and at supply and termination points.

43. Minimum Size: ¾ inch unless otherwise specified.

44. Underground Installations:

    1. More than Five Feet from Foundation Wall: Use plastic conduit.

    2. Within Five Feet from Foundation Wall: Use rigid steel conduit.

    3. In or Under Slab on Grade: Use rigid steel conduit or plastic conduit. All exposed conduit through concrete shall be rigid steel.

45. Outdoor Locations, Above Grade: Use rigid steel conduit.

46. In Slab Above Grade:

    1. Use rigid steel conduit.

47. Wet and Damp Locations: Use Aluminum conduit.

48. Dry Locations:

    1. Concealed: Electrical metallic tubing. (Lighting and general receptacles)

    2. Exposed: Use rigid steel conduit or aluminum conduit.

49. Use flexible metallic conduits only in dry indoor locations for not more than 3 feet.

50. MC cable for final tie-ins, inside partitions where required.

51. **Seton Style No. M8080 tag seals for M/C cable.**

52. **Provide wire markers on each conductor in panel board gutters, pull boxes, outlet and junction boxes, and at load connection.** Identify with branch circuit or feeder number for power and lighting circuits, and with control wire number as indicated on equipment manufacturer's shop drawings for control wiring.

53. Use Seton Style No. M4883 to identify conduit system. Space tape on 20 feet center.

54. Emergency Systems: Identification by name: fire alarm, etc: Red background.

THE USE OF SPRAY PAINT IS NOT ALLOWED

THE USE OF FREEHAND WRITING IS NOT ALLOWED

THE USE OF STRING AND PAPER AND CARD STOCK IS NOT ALLOWED

PART 2 - ELECTRICAL MOUNTING HEIGHTS

2.1 HEIGHTS

A. Refer to drawings, however if no other instructions or information is given, the Contractor shall submit an RFI to Architect/Engineer for a reply in writing.

PART 3 - PRODUCTS

3.1 NOT USED

PART 4 - EXECUTION

4.1 NOT USED

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 260515

ELECTRICAL DEMOLITION

PART 1 - GENERAL

1.1 REFERENCE

A. Electrical demolition as required in Division 1, Division 2, Division 26 and Division 27.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

A. Materials and equipment for patching and extending work: As specified in individual Sections.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify field measurements and circuiting arrangements.

B. Verify that abandoned wiring and equipment serve only abandoned facilities.

C. Demolition is based on General Contract requirements and architectural drawing. Report discrepancies to Architect/Engineer before disturbing existing installation.

D. Beginning of demolition means installer accepts existing conditions.

3.2 PREPARATION

A. Disconnect electrical systems in walls, floors, and ceilings scheduled for removal, within the contract limit lines and General Contractor requirements.

B. Coordinate utility service outages with Utility Company (if required) and General Contractor.

C. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations, and use necessary arc-flash clothing .

D. Existing Electrical Service: Project includes replacement of existing main distribution panel. Disable system only to make switchovers, replacement and new connections. Obtain permission from Architect/Engineer at least 48 hours before partially or completely disabling system. Minimize outage duration. Make temporary connections to maintain service in areas adjacent to work area.

E. Existing Emergency Lighting: Maintain existing system in service. Disable system only to make switchovers and new connections. Notify Architect/Engineer and General Contractor at least 24 hours before partially or completely disabling system. Minimize outage duration. Make temporary connections to maintain service in areas adjacent to work area.

3.3 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

A. Demolish and extend existing electrical work under provisions of Division 1, Division 2, and Division 26.

B. Remove, relocate, and extend existing installations to accommodate new construction.

C. Remove abandoned wiring to source of supply power.

D. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.

E. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets which are not removed.

F. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.

G. Disconnect and remove abandoned luminaries. Remove brackets, stems, hangers, and other accessories.

H. Disconnect and remove electrical devices and equipment servicing utilization equipment that has been removed.

I. Maintain access to existing electrical installations which remain active. Modify installation or provide access panel appropriately.

J. Extend existing installations using materials and methods as specified.

3.4 CLEANING AND REPAIR

A. Clean and repair existing materials and equipment, which remain or are to be reused.

B. Panel boards: Clean exposed surfaces and check tightness of electrical connections. Replace all circuit breakers and provide closure plates for vacant positions. Provide typed circuit directory showing revised circuiting arrangement.

3.5 INSTALLATION

A. Install relocated materials and equipment under the provisions of Division 1, Division 2, Division 26 and Division 27.

3.6 STORAGE OF REMOVED EQUIPMENT

A. Contractor shall store electrical items at a location designated by the construction manager, and the engineer and construction manager shall indicate items to be disposed of by the contractor. Contractor shall be responsible for a storage list.

B. Electrical Contractor shall dispose of unwanted electrical equipment, fluorescent fixtures including fixtures containing ballast that are not labeled as having “no PCB”. The Contractor shall be responsible for disposing of the fixtures at no additional cost to the owner and shall dispose of the ballast in the fixture as required by state of New York state law.

END OF SECTION 16040

SECTION 260519

LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

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 SECTION INCLUDES

A. Building wires and cables rated 600 V and less.

B. Connectors, splices, and terminations rated 600 V and less.

1.3 SUBMITTALS

A. Submit under provisions of Section 01 33 00.

B. Product Data: For each type of product indicated.

C. Qualification Data: For testing agency.

D. Field quality-control test reports.

1.4 QUALITY ASSURANCE

A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the InterNational Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.

1. Testing Agency's Field Supervisor: Person currently certified by the InterNational Electrical Testing Association or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

C. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

A. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

1. Alcan Products Corporation; Alcan Cable Division.
2. American Insulated Wire Corp.; a Leviton Company.
3. General Cable Corporation.
4. Senator Wire & Cable Company.
5. Southwire Company.

B. Aluminum and Copper Conductors: Comply with NEMA WC 70 / ICEA S-95-658.

C. Conductor Insulation: Comply with NEMA WC 70 for Types THHN-THWN.

D. Multi-conductor Cable: Comply with NEMA WC 70 for metal-clad cable, Type MC and Type SO with ground wire.

2.2 CONNECTORS AND SPLICES

A. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

1. AFC Cable Systems, Inc.
2. Hubbell Power Systems, Inc.
3. O-Z/Gedney; EGS Electrical Group LLC.
4. 3M; Electrical Products Division.
5. Tyco Electronics Corp.

B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

A. Service Entrance: Type THHN-THWN or XHHW, single conductors in raceway.

B. Exposed/Concealed Homeruns: Type THHN-THWN, single conductors in raceway.

C. Exposed Feeders: Type THHN-THWN, single conductors in raceway.

D. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspaces: Type THHN-THWN, single conductors in raceway.

E. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-THWN, single conductors in raceway.

F. Exposed Branch Circuits, Including in Crawlspaces: Type THHN-THWN, single conductors in raceway.

G. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN-THWN, single conductors in raceway and Metal-clad cable, Type MC.

H. Class 1 Control Circuits: Type THHN-THWN, in raceway.

I. Class 2 Control Circuits: Type THHN-THWN, in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

A. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.

B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

D. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

E. Support cables according to Section 26 05 29.

F. Identify and color-code conductors and cables according to Section 26 05 53.

3.4 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

B. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

C. Wiring at Outlets: Install conductor at each outlet, with at least six (6) inches of slack.

3.5 FIRESTOPPING

A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 07 84 13.

3.6 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections and prepare test reports.

B. Perform tests and inspections and prepare test reports.

C. Tests and Inspections:

1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors for compliance with requirements.

2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
3. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each splice in cables and conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner.

    a. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each splice 11 months after date of Substantial Completion.
    b. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
    c. Record of Infrared Scanning: Prepare a certified report that identifies splices checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken and observations after remedial action.

D. Test Reports: Prepare a written report to record the following:

1. Test procedures used.
2. Test results that comply with requirements.
3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.

E. Remove and replace malfunctioning units and retest as specified above.

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 260526

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

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 SECTION INCLUDES

A. Grounding systems and equipment, plus the following special applications:
   1. Underground distribution grounding.
   2. Ground bonding common with lightning protection system.

1.3 SUBMITTALS

A. Submit under provisions of Section 01 33 00.

B. Product Data: For each type of product indicated.

C. Informational Submittals: Plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control" article, including the following:

   1. Test wells.
   2. Ground rods.
   3. Ground rings.
   4. Grounding arrangements and connections for separately derived systems.
   5. Grounding for sensitive electronic equipment.

D. Qualification Data: For qualified testing agency and testing agency's field supervisor.

E. Field quality-control reports.

F. Operation and Maintenance Data: For grounding to include in emergency, operation, and maintenance manuals. In addition to items specified in Section 01 78 23, include the following:

   1. Instructions for periodic testing and inspection of grounding features at test wells ground rings grounding connections for separately derived systems based on NETA MTS.

      a. Tests shall determine if ground-resistance or impedance values remain within specified maximums, and instructions shall recommend corrective action if values do not.
      b. Include recommended testing intervals.

1.4 QUALITY ASSURANCE

A. Testing Agency Qualifications: Member company of NETA or an NRTL.

1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.

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.

C. Comply with UL 467 for grounding and bonding materials and equipment.

PART 2 - PRODUCTS

2.1 CONDUCTORS

A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.

B. Bare Copper Conductors:

1. Solid Conductors: ASTM B3.
2. Stranded Conductors: ASTM B8.
3. Tinned Conductors: ASTM B33.
4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4-inch in diameter.
5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16-inch thick.
7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16-inch thick.

C. Grounding Bus: Predrilled rectangular bars of annealed copper, 1/4 by 4 inches in cross section, with 9/32-inch holes spaced 1-1/8 inches apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V. Lexan or PVC, impulse tested at 5000 V.

2.2 CONNECTORS

A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.

B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, pressure type with at least two (2) bolts.

1. Pipe Connectors: Clamp type, sized for pipe.

C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

D. Bus-bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

2.3 GROUNDING ELECTRODES

A. Ground Rods: Copper-clad steel, 3/4-inch by 10 feet in diameter.

PART 3 - EXECUTION

3.1 APPLICATIONS

A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.

B. Underground Grounding Conductors: Install bare copper conductor, No. 3/0 AWG minimum.

1. Bury at least 24 inches below grade.
2. Duct-Bank Grounding Conductor: Bury 12 inches above duct bank when indicated as part of duct-bank installation.

C. Isolated Grounding Conductors: Green-colored insulation with continuous yellow stripe. On feeders with isolated ground, identify grounding conductor where visible to normal inspection, with alternating bands of green and yellow tape, with at least three (3) bands of green and two (2) bands of yellow.

D. Grounding Bus: Install in electrical and telephone equipment rooms, in rooms housing service equipment, and elsewhere as indicated.

1. Install bus on insulated spacers two (2) inches minimum from wall, six (6) inches above finished floor unless otherwise indicated.
2. Where indicated on both sides of doorways, route bus up to top of door frame, across top of doorway, and down to specified height above floor; connect to horizontal bus.

E. Conductor Terminations and Connections:

1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
3. Connections to Ground Rods at Test Wells: Bolted connectors.
4. Connections to Structural Steel: Welded connectors.

3.2 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS

A. Comply with IEEE C2 grounding requirements.

B. Grounding Manholes and Handholes: Install a driven ground rod through manhole or handhole floor, close to wall, and set rod depth so four (4) inches will extend above finished floor. If

necessary, install ground rod before manhole is placed and provide No. 1/0 AWG bare, tinned-copper conductor from ground rod into manhole through a waterproof sleeve in manhole wall. Protect ground rods passing through concrete floor with a double wrapping of pressure-sensitive insulating tape or heat-shrunk insulating sleeve from two (2) inches above to six (6) inches below concrete. Seal floor opening with waterproof, non-shrink grout.

C. Grounding Connections to Manhole Components: Bond exposed-metal parts such as inserts, cable racks, pulling irons, ladders, and cable shields within each manhole or handhole, to ground rod or grounding conductor. Make connections with No. 4 AWG minimum, stranded, hard-drawn copper bonding conductor. Train conductors level or plumb around corners and fasten to manhole walls. Connect to cable armor and cable shields according to written instructions by manufacturer of splicing and termination kits.

D. Pad-Mounted Transformers and Switches: Install two (2) ground rods and ground ring around the pad. Ground pad-mounted equipment and noncurrent-carrying metal items associated with substations by connecting them to underground cable and grounding electrodes. Install tinned-copper conductor not less than No. 2 AWG for ground ring and for taps to equipment grounding terminals. Bury ground ring not less than six (6) inches from the foundation.

3.3 EQUIPMENT GROUNDING

A. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:

1. Feeders and branch circuits.
2. Lighting circuits.
3. Receptacle circuits.
4. Single-phase motor and appliance branch circuits.
5. Three-phase motor and appliance branch circuits.

B. Water Heater Cables: Install a separate insulated equipment grounding conductor to each electric water heater cable. Bond conductor to heater units, piping, connected equipment, and components.

C. Isolated Grounding Receptacle Circuits: Install an insulated equipment grounding conductor connected to the receptacle grounding terminal. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service unless otherwise indicated.

D. Isolated Equipment Enclosure Circuits: For designated equipment supplied by a branch circuit or feeder, isolate equipment enclosure from supply circuit raceway with a nonmetallic raceway fitting listed for the purpose. Install fitting where raceway enters enclosure, and install a separate insulated equipment grounding conductor. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service unless otherwise indicated.

E. Signal and Communication Equipment: In addition to grounding and bonding required by NFPA 70, provide a separate grounding system complying with requirements in TIA/ATIS J-STD-607-A.

1. For telephone, alarm, voice and data, and other communication equipment, provide No. 4 AWG minimum insulated grounding conductor in raceway from grounding electrode system to each service location, terminal cabinet, wiring closet, and central equipment location.
2. Service and Central Equipment Locations and Wiring Closets: Terminate grounding conductor on a 1/4-by-4-by-12-inch grounding bus.
3. Terminal Cabinets: Terminate grounding conductor on cabinet grounding terminal.

3.4 INSTALLATION

A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

B. Ground Bonding Common with Lightning Protection System: Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system. Bond electrical power system ground directly to lightning protection system grounding conductor at closest point to electrical service grounding electrode. Use bonding conductor sized same as system grounding electrode conductor, and install in conduit.

C. Ground Rods: Drive rods until tops are two (2) inches below finished floor or final grade unless otherwise indicated.

1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
2. For grounding electrode system, install at least three (3) rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.

D. Test Wells: Ground rod driven through drilled hole in bottom of handhole. Handholes are specified in Section 26 05 43, and shall be at least 12 inches deep, with cover.

1. Test Wells: Install at least one (1) test well for each service unless otherwise indicated. Install at the ground rod electrically closest to service entrance. Set top of test well flush with finished grade or floor.

E. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.

1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

F. Grounding and Bonding for Piping:

1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one (1) of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.

G. Bonding Interior Metal Ducts: Bond metal air ducts to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install bonding jumper to bond across flexible duct connections to achieve continuity.

H. Grounding for Steel Building Structure: Install a driven ground rod at base of each corner column and at intermediate exterior columns at distances not more than 60 feet apart.

I. Ground Ring: Install a grounding conductor, electrically connected to each building structure ground rod and to each steel column, extending around the perimeter of building.

1. Install tinned-copper conductor not less than No. 3/0 AWG for ground ring and for taps to building steel.
2. Bury ground ring not less than 24 inches from building's foundation.

3.5 LABELING

A. Comply with requirements in Section 26 05 53 article for instruction signs. The label or its text shall be green.

B. Install labels at the telecommunications bonding conductor and grounding equalizer and at the grounding electrode conductor where exposed.

1. Label Text: "If this connector or cable is loose or if it must be removed for any reason, notify the facility manager."

3.6 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Perform tests and inspections.

1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

C. Tests and Inspections:

1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, at ground test wells, and at individual ground rods. Make tests at ground rods before any conductors are connected.

    a. Measure ground resistance no fewer than two (2) full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
    b. Perform tests by fall-of-potential method according to IEEE 81.

4. Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.

D. Grounding system will be considered defective if it does not pass tests and inspections.

E. Prepare test and inspection reports.

F. Report measured ground resistances that exceed the following values:

1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10 ohms.
2. Power and Lighting Equipment or System with Capacity of 500 to 1000 kVA: Five (5) ohms.
3. Power and Lighting Equipment or System with Capacity More Than 1000 kVA: Three (3) ohms.
4. Power Distribution Units or Panelboards Serving Electronic Equipment: One (1) ohm(s).
5. Substations and Pad-Mounted Equipment: Five (5) ohms.
6. Manhole Grounds: 10 ohms.

G. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION

SECTION 260529

HANGARS AND SUPPORTS FOR ELECTRICAL SYSTEMS

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 SECTION INCLUDES

A. Hangers and supports for electrical equipment and systems.

B. Construction requirements for concrete bases.

1.3 RELATED SECTIONS

A. Section 26 05 48 - Vibration and Seismic Controls for Electrical Systems: Products and installation requirements necessary for compliance with seismic criteria.

1.4 DEFINITIONS

A. EMT: Electrical metallic tubing.

B. IMC: Intermediate metal conduit.

C. RMC: Rigid metal conduit.

1.5 PERFORMANCE REQUIREMENTS

A. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.

B. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.

C. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this project, with a minimum structural safety factor of five (5) times the applied force.

1.6 SUBMITTALS

A. Submit under provisions of Section 01 33 00.

B. Product Data: For the following:

1. Steel slotted support systems.

C. Shop Drawings: Show fabrication and installation details and include calculations for the following:

1. Trapeze hangers. Include product data for components.
2. Steel slotted channel systems. Include product data for components.
3. Equipment supports.

D. Welding certificates.

1.7 QUALITY ASSURANCE

A. Welding: Qualify procedures and personnel according to AWS D1.1, "Structural Welding Code - Steel."

B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
1. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

a. Allied Tube & Conduit.
b. Cooper B-Line, Inc.; a division of Cooper Industries.
c. ERICO International Corporation.
d. GS Metals Corp.
e. Thomas & Betts Corporation.
f. Unistrut; Tyco International, Ltd.

2. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
3. Channel Dimensions: Selected for applicable load criteria.

B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.

C. Conduit and Cable Support Devices: Steel and malleable-iron hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.

D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.

E. Structural Steel for Fabricated Supports and Restraints: ASTM A36, steel plates, shapes, and bars; black and galvanized.

F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:

1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
   a. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

      1) Hilti Inc.
      2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
      3) MKT Fastening, LLC.
      4) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.

2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
   a. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

      1) Cooper B-Line, Inc.; a division of Cooper Industries.
      2) Hilti Inc.
      3) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
      4) MKT Fastening, LLC.

3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A325.
6. Toggle Bolts: All-steel springhead type.
7. Hanger Rods: Threaded steel.

2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

B. Materials: Comply with requirements in Section 05 50 00 for steel shapes and plates.

PART 3 - EXECUTION

3.1 APPLICATION

A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this section are stricter.

B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as scheduled in NECA 1, where its Table 1 lists maximum spacings less than stated in NFPA 70. Minimum rod size shall be 1/4-inch in diameter.

C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.

1. Secure raceways and cables to these supports with single-bolt conduit clamps.

D. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this article.

B. Raceway Support Methods: In addition to methods described in NECA 1, EMT, IMC, and RMC may be supported by openings through structure members, as permitted in NFPA 70.

C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.

D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:

1. To Wood: Fasten with lag screws or through bolts.
2. To New Concrete: Bolt to concrete inserts.
3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
4. To Existing Concrete: Expansion anchor fasteners.
5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete four (4) inches thick

or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than four (4) inches thick.

6. To Steel: Beam clamps (MSS Type 19, 21, 23, 25, or 27) complying with MSS SP-69.
7. To Light Steel: Sheet metal screws.
8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that meet seismic-restraint strength and anchorage requirements.

E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

A. Comply with installation requirements in Section 05 50 00 for site-fabricated metal supports.

B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.

C. Field Welding: Comply with AWS D1.1.

3.4 PAINTING

A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.

1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.

B. Touchup: Comply with requirements in Division 09 painting sections for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.

C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A780.

END OF SECTION

SECTION 260533

RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

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 SECTION INCLUDES

A. Raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

1.3 RELATED SECTIONS

A. Section 26 05 43 - Underground Ducts and Raceways for Electrical Systems: Exterior ductbanks, manholes, and underground utility construction.

1.4 DEFINITIONS

A. EMT: Electrical metallic tubing.

B. ENT: Electrical nonmetallic tubing.

C. FMC: Flexible metal conduit.

D. IMC: Intermediate metal conduit.

E. LFMC: Liquidtight flexible metal conduit.

F. LFNC: Liquidtight flexible nonmetallic conduit.

G. RNC: Rigid nonmetallic conduit.

1.5 SUBMITTALS

A. Submit under provisions of Section 01 33 00.

B. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

C. Shop Drawings: For the following raceway components. Include plans, elevations, sections, details, and attachments to other work.

1. Custom enclosures and cabinets.

D. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:

1. Structural members in the paths of conduit groups with common supports.
2. HVAC and plumbing items and architectural features in the paths of conduit groups with common supports.

E. Manufacturer Seismic Qualification Certification: Submit certification that enclosures and cabinets and their mounting provisions, including those for internal components, will withstand seismic forces defined in Section 26 05 48. Include the following:

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.

a. The term "withstand" means "the cabinet or enclosure will remain in place without separation of any parts when subjected to the seismic forces specified and the unit will retain its enclosure characteristics, including its interior accessibility, after the seismic event."

2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

F. Qualification Data: For professional engineer and testing agency.

G. Source quality-control test reports.

1.6 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 METAL CONDUIT AND TUBING

A. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

1. AFC Cable Systems, Inc.
2. Alflex Inc.
3. Allied Tube & Conduit; a Tyco International Ltd. Co.

4. Anamet Electrical, Inc.; Anaconda Metal Hose.
5. O-Z Gedney; a unit of General Signal.
6. Wheatland Tube Company.

B. Rigid Steel Conduit: ANSI C80.1.

C. Aluminum Rigid Conduit: ANSI C80.5.

D. IMC: ANSI C80.6.

E. EMT: ANSI C80.3.

F. FMC: Zinc-coated steel.

G. LFMC: Flexible steel conduit with PVC jacket.

H. Fittings for Conduit (Including all Types and Flexible and Liquidtight), EMT, and Cable: NEMA FB 1; listed for type and size raceway with which used, and for application and environment in which installed.

1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886.
2. Fittings for EMT: Steel set-screw or compression type.

I. Joint Compound for Rigid Steel Conduit or IMC: Listed for use in cable connector assemblies, and compounded for use to lubricate and protect threaded raceway joints from corrosion and enhance their conductivity.

2.2 NONMETALLIC CONDUIT AND TUBING

A. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

1. AFC Cable Systems, Inc.
2. Anamet Electrical, Inc.; Anaconda Metal Hose.
3. CANTEX Inc.
4. CertainTeed Corp.; Pipe & Plastics Group.
5. Lamson & Sessions; Carlon Electrical Products.
6. RACO; a Hubbell Company.
7. Thomas & Betts Corporation.

B. ENT: NEMA TC 13.

C. RNC: NEMA TC 2, Type EPC-40-PVC, unless otherwise indicated.

D. LFNC: UL 1660.

E. Fittings for ENT and RNC: NEMA TC 3; match to conduit or tubing type and material.

F. Fittings for LFNC: UL 514B.

2.3 OPTICAL FIBER/COMMUNICATIONS CABLE RACEWAY AND FITTINGS

A. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

1. Arnco Corporation.
2. Endot Industries Inc.
3. IPEX Inc.
4. Lamson & Sessions; Carlon Electrical Products.

B. Description: Comply with UL 2024; flexible type, approved for plenum, riser or general-use installation.

2.4 METAL WIREWAYS

A. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

1. Cooper B-Line, Inc.
2. Hoffman.
3. Square D; Schneider Electric.

B. Description: Sheet metal sized and shaped as indicated, NEMA 250, Type 1, unless otherwise indicated.

C. Fittings and Accessories: Include couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

D. Wireway Covers: Hinged type.

E. Finish: Manufacturer's standard enamel finish.

2.5 SURFACE RACEWAYS

A. Surface Metal Raceways: Galvanized steel with snap-on covers. Manufacturer's standard enamel finish in color selected by Architect.

1. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

   a. Thomas & Betts Corporation.
   b. Walker Systems, Inc.; Wiremold Company (The).
   c. Wiremold Company (The); Electrical Sales Division.
   d. Hoffman

2.6 BOXES, ENCLOSURES, AND CABINETS

A. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
2. EGS/Appleton Electric.
3. Erickson Electrical Equipment Company.
4. Hoffman.
5. Hubbell Incorporated; Killark Electric Manufacturing Co. Division.
6. O-Z/Gedney; a unit of General Signal.
7. RACO; a Hubbell Company.
8. Robroy Industries, Inc.; Enclosure Division.
9. Spring City Electrical Manufacturing Company.
10. Thomas & Betts Corporation.
11. Walker Systems, Inc.; Wiremold Company (The).

B. Sheet Metal Outlet and Device Boxes: NEMA OS 1.

C. Cast-Metal Outlet and Device Boxes: NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.

D. Nonmetallic Outlet and Device Boxes: NEMA OS 2.

E. Metal Floor Boxes: Cast metal, fully adjustable, rectangular.

F. Nonmetallic Floor Boxes: Nonadjustable, round.

G. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

H. Cast-Metal Access, Pull, and Junction Boxes: NEMA FB 1, galvanized, cast iron with gasketed cover.

I. Hinged-Cover Enclosures: NEMA 250, Type 1, with continuous-hinge cover with flush latch, unless otherwise indicated.

1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.

J. Cabinets:

1. NEMA 250, Type 1, galvanized steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
2. Hinged door in front cover with flush latch and concealed hinge.
3. Key latch to match panelboards.
4. Metal barriers to separate wiring of different systems and voltage.
5. Accessory feet where required for freestanding equipment.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

A. Outdoors: Apply raceway products as specified below, unless otherwise indicated:

1. Exposed Conduit: Rigid steel conduit.
2. Concealed Conduit, Aboveground: Rigid steel conduit.
3. Underground Conduit: RNC, Type EPC-40-PVC, direct buried.
4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R or Type 4.

B. Comply with the following indoor applications, unless otherwise indicated:

1. Exposed, Not Subject to Physical Damage (Installations above 48”AFF): EMT.
2. Exposed and Subject to Severe Physical Damage (Installations below 48” AFF): Rigid steel conduit. Includes raceways in the following locations:

   a. Loading dock.
   b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
   c. Mechanical rooms.

3. Concealed in Ceilings and Interior Walls and Partitions: EMT.
4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
5. Damp or Wet Locations: Rigid steel conduit.
6. Raceways for Optical Fiber or Communications Cable in Spaces Used for Environmental Air: Plenum-type, optical fiber/communications cable raceway.
7. Raceways for Optical Fiber or Communications Cable Risers in Vertical Shafts: Riser-type, optical fiber/communications cable raceway.
8. Raceways for Concealed General Purpose Distribution of Optical Fiber or Communications Cable: General-use, optical fiber/communications cable raceway.
9. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4, stainless steel in damp or wet locations.

C. Minimum Raceway Size: 3/4-inch trade size.

D. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.

E. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.

F. Do not install aluminum conduits in contact with concrete.

3.2 INSTALLATION

A. Comply with NECA 1 for installation requirements applicable to products specified in Part 2 except where requirements on Drawings or in this article are stricter.

B. Keep raceways at least six (6) inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

C. Complete raceway installation before starting conductor installation.

D. Support raceways as specified in Section 26 05 29.

E. Arrange stub-ups so curved portions of bends are not visible above the finished slab.

F. Install no more than the equivalent of four (4) 90-degree bends in any conduit run except for communications conduits, for which fewer bends are allowed.

G. Conceal conduit and EMT within finished walls, ceilings, and floors, unless otherwise indicated.

H. Raceways Embedded in Slabs:

1. Run conduit ¾" and larger trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support. See structural specifications for exact requirements.
2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
3. Change from ENT to, rigid steel conduit, before rising above the floor.

I. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

J. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.

K. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire.

L. Raceways for Optical Fiber and Communications Cable: Install raceways, metallic and nonmetallic, rigid and flexible, as follows:

1. 3/4-Inch Trade Size and Smaller: Install raceways in maximum lengths of 50 feet.

2. 1-Inch Trade Size and Larger: Install raceways in maximum lengths of 75 feet.

3. Install with a maximum of two (2) 90-degree bends or equivalent for each length of raceway unless Drawings show stricter requirements. Separate lengths with pull or junction boxes or terminations at distribution frames or cabinets where necessary to comply with these requirements.

M. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:

1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
2. Where otherwise required by NFPA 70.

N. Expansion-Joint Fittings for RNC: Install in each run of aboveground conduit that is located where environmental temperature change may exceed 30 degrees F, and that has straight-run length that exceeds 25 feet.

1. Install expansion-joint fittings for each of the following locations, and provide type and quantity of fittings that accommodate temperature change listed for location:

   a. Outdoor Locations Not Exposed to Direct Sunlight: 125 degrees F temperature change.
   b. Outdoor Locations Exposed to Direct Sunlight: 155 degrees F temperature change.
   c. Indoor Spaces: Connected with the Outdoors without Physical Separation: 125 degrees F temperature change.
   d. Attics: 135 degrees F temperature change.

2. Install fitting(s) that provide expansion and contraction for at least 0.00041-inch per foot of length of straight run per degrees F of temperature change.
3. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at the time of installation.

O. Flexible Conduit Connections: Use maximum of 72 inches of flexible conduit for recessed and semi-recessed lighting fixtures, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.

1. Use LFMC in damp or wet locations subject to severe physical damage.

P. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall.

Q. Set metal floor boxes level and flush with finished floor surface.

3.3 FIRESTOPPING

A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly. Firestopping materials and installation requirements are specified in Section 07 84 13.

3.4 PROTECTION

A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.

1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
2. Repair damage to paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION

THIS PAGE LEFT BLANK INTENTIONALLY

SECTION 260553

IDENTIFICATION FOR ELECTRICAL SYSTEMS

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 SECTION INCLUDES

A. Identification for raceways.

B. Identification of power and control cables.

C. Identification for conductors.

D. Underground-line warning tape.

E. Warning labels and signs.

F. Instruction signs.

G. Equipment identification labels.

H. Miscellaneous identification products.

1.3 SUBMITTALS

A. Submit under provisions of Section 01 33 00.

B. Product Data: For each electrical identification product indicated.

C. Identification Schedule: An index of nomenclature of electrical equipment and system components used in identification signs and labels.

1.4 QUALITY ASSURANCE

A. Comply with ANSI A13.1 and IEEE C2.

B. Comply with NFPA 70.

C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.

D. Comply with ANSI Z535.4 for safety signs and labels.

E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

1.5 COORDINATION

A. Coordinate identification names, abbreviations, colors, and other features with requirements in other sections requiring identification applications, Drawings, shop drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout project.

B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.

C. Coordinate installation of identifying devices with location of access panels and doors.

PART 2 - PRODUCTS

2.1 POWER RACEWAY IDENTIFICATION MATERIALS

A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.

B. Colors for Raceways Carrying Circuits at 600 V or Less:

1. Black letters on an orange field.
2. Legend: Indicate voltage.

C. Self-Adhesive Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.

D. Snap-Around Labels for Raceways Carrying Circuits at 600 V or Less: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

2.2 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.

B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.

C. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

2.3 CONDUCTOR IDENTIFICATION MATERIALS

A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than three (3) mils thick by one (1) to two (2) inches wide.

B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.

C. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

D. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, two (2) inches long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

E. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

2.4 UNDERGROUND-LINE WARNING TAPE

A. Tape:

1. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications utility lines.
2. Printing on tape shall be permanent and shall not be damaged by burial operations.
3. Tape material and ink shall be chemically inert, and not subject to degrading when exposed to acids, alkalis, and other destructive substances commonly found in soils.

B. Color and Printing:

1. Comply with ANSI Z535.1 through ANSI Z535.5.
2. Inscriptions for Red-Colored Tapes: ELECTRIC LINE, HIGH VOLTAGE.
3. Inscriptions for Orange-Colored Tapes: TELEPHONE CABLE, CATV CABLE, COMMUNICATIONS CABLE, OPTICAL FIBER CABLE.

C. Tag: Type ID:

1. Detectable three-layer laminate, consisting of a printed pigmented polyolefin film, a solid aluminum-foil core, and a clear protective film that allows inspection of the continuity of the conductive core, bright-colored, continuous-printed on one (1) side with the inscription of the utility, compounded for direct-burial service.
2. Overall Thickness: Five (5) mils.
3. Foil Core Thickness: 0.35-mil.

4. Weight: 28 lb/1000 sq ft.
5. 3-Inch Tensile According to ASTM D882: 70 lbf, and 4600 psi.

2.5 WARNING LABELS AND SIGNS

A. Comply with NFPA 70 and 29 CFR 1910.145.

B. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.

C. Baked-Enamel Warning Signs:

1. Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application.
2. 1/4-inch grommets in corners for mounting.
3. Nominal size, 7 by 10 inches.

D. Metal-Backed, Butyrate Warning Signs:

1. Weather-resistant, non-fading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch galvanized-steel backing; and with colors, legend, and size required for application.
2. 1/4-inch grommets in corners for mounting.
3. Nominal size, 10 by 14 inches.

E. Warning label and sign shall include, but are not limited to, the following legends:

1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES."

2.6 INSTRUCTION SIGNS

A. Engraved, laminated acrylic or melamine plastic, minimum 1/16-inch thick for signs up to 20 sq inches and 1/8-inch thick for larger sizes.

1. Engraved legend with black letters on white face.
2. Punched or drilled for mechanical fasteners.
3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

B. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8-inch. Overlay shall provide a weatherproof and UV-resistant seal for label.

2.7 EQUIPMENT IDENTIFICATION LABELS

A. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8-inch. Overlay shall provide a weatherproof and UV-resistant seal for label.

B. Engraved, Laminated Acrylic or Melamine Label: Punched or drilled for screw mounting. White letters on a dark-gray background. Minimum letter height shall be 3/8-inch.

C. Stenciled Legend: In non-fading, waterproof, black ink or paint. Minimum letter height shall be one (1) inch.

2.8 CABLE TIES

A. General-Purpose Cable Ties: Fungus inert, self extinguishing, one (1) piece, self locking, Type 6/6 nylon.

1. Minimum Width: 3/16-inch.
2. Tensile Strength at 73 degrees F, According to ASTM D638: 12,000 psi.
3. Temperature Range: Minus 40 to plus 185 degrees F.
4. Color: Black except where used for color-coding.

B. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self extinguishing, one (1) piece, self locking, Type 6/6 nylon.

1. Minimum Width: 3/16-inch.
2. Tensile Strength at 73 degrees F, According to ASTM D638: 12,000 psi.
3. Temperature Range: Minus 40 to plus 185 degrees F.
4. Color: Black.

C. Plenum-Rated Cable Ties: Self extinguishing, UV stabilized, one (1) piece, self locking.

1. Minimum Width: 3/16-inch.
2. Tensile Strength at 73 degrees F, According to ASTM D638: 7000 psi.
3. UL 94 Flame Rating: 94V-0.
4. Temperature Range: Minus 50 to plus 284 degrees F.
5. Color: Black.

2.9 MISCELLANEOUS IDENTIFICATION PRODUCTS

A. Paint: Comply with requirements in Division 09 painting sections for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).

B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Verify identity of each item before installing identification products.

B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.

C. Apply identification devices to surfaces that require finish after completing finish work.

D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.

E. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.

F. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two (2)-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.

G. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:

1. Outdoors: UV-stabilized nylon.
2. In Spaces Handling Environmental Air: Plenum rated.

H. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at six (6) to eight (8) inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench or concrete envelope exceeds 16 inches overall.

I. Painted Identification: Comply with requirements in Division 09 painting sections for surface preparation and paint application.

3.2 IDENTIFICATION SCHEDULE

A. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 30 A, and 120 V to ground: Identify with self-adhesive vinyl label. Install labels at 30-foot maximum intervals.

B. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels with the wiring system legend and system voltage. System legends shall be as follows:

1. Emergency Power.
2. Power.

C. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.

1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded service, feeder and branch-circuit conductors.

a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.

b. Colors for 208/120-V Circuits:

1) Phase A: Black.
2) Phase B: Red.
3) Phase C: Blue.

c. Colors for 480/277-V Circuits:

1) Phase A: Brown.
2) Phase B: Orange.
3) Phase C: Yellow.

d. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of six (6) inches from terminal points and in boxes where splices or taps are made. Apply last two (2) turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.

D. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.

E. Conductors to Be Extended in the Future: Attach marker tape to conductors and list source.

F. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.

1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.

G. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable.

1. Install underground-line warning tape for both direct-buried cables and cables in raceway.

H. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall be as required by NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.

I. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Baked-enamel warning signs and/or Metal-backed, butyrate warning signs.

1. Comply with 29 CFR 1910.145.
2. Identify system voltage with black letters on an orange background.
3. Apply to exterior of door, cover, or other access.
4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:

    a. Power transfer switches.
    b. Controls with external control power connections.

J. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.

K. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum 3/8-inch high letters for emergency instructions at equipment used for power transfer, load shedding, etc.

L. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.

1. Labeling Instructions:

    a. Indoor Equipment: Engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch high letters on 1-1/2-inch high label; where two (2) lines of text are required, use labels two (2) inches high.
    b. Outdoor Equipment: Engraved, laminated acrylic or melamine label.
    c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
    d. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.

2. Equipment to Be Labeled:

    a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be engraved, laminated acrylic or melamine label.
    b. Enclosures and electrical cabinets.
    c. Access doors and panels for concealed electrical items.

END OF SECTION

SECTION 260923

LIGHTING CONTROL DEVICES

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 SECTION INCLUDES

A. Lighting control devices including the following:

1. Time switches.
2. Outdoor and indoor photoelectric switches.
3. Lighting contactors.
4. Emergency shunt relays.

1.3 RELATED SECTIONS

A. Section 26 27 26 - Wiring Devices: Wall-box dimmers, wall-switch occupancy sensors, and manual light switches.

1.4 DEFINITIONS

A. LED: Light-emitting diode.

B. PIR: Passive infrared.

1.5 SUBMITTALS

A. Submit under provisions of Section 01 33 00.

B. Product Data: For each type of product indicated.

C. Shop Drawings: Show installation details for occupancy and light-level sensors.

1. Interconnection diagrams showing field-installed wiring.

D. Field quality-control test reports.

E. Operation and Maintenance Data: For each type of product to include in emergency, operation, and maintenance manuals.

1.6 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

1.7 COORDINATION

A. Coordinate layout and installation of ceiling-mounted devices with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, smoke detectors, fire-suppression system, and partition assemblies.

PART 2 - PRODUCTS

2.1 TIME SWITCHES

A. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

1. Area Lighting Research, Inc.; Tyco Electronics.
2. Grasslin Controls Corporation; a GE Industrial Systems Company.
3. Intermatic, Inc.
4. Leviton Mfg. Company Inc.
5. Lightolier Controls; a Genlyte Company.
6. Lithonia Lighting; Acuity Lighting Group, Inc.
7. Paragon Electric Co.; Invensys Climate Controls.
8. Square D; Schneider Electric.
9. TORK.
10. Touch-Plate, Inc.
11. Watt Stopper (The).

B. Electronic Time Switches: Electronic, solid-state programmable units with alphanumeric display; complying with UL 917.

1. Contact Configuration: SPST.
2. Contact Rating: 30-A inductive or resistive, 240-V ac.
3. Programs: four (4) channels; each channel shall be individually programmable with two (2) on-off set points on a 24-hour schedule, allowing different set points for each day of the week and an annual holiday schedule that overrides the weekly operation on holidays.
4. Circuitry: Allow connection of a photoelectric relay as substitute for on-off function of a program on selected channels.
5. Astronomic Time: All channels.
6. Battery Backup: For schedules and time clock.

2.2 OUTDOOR PHOTOELECTRIC SWITCHES

A. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

1. Area Lighting Research, Inc.; Tyco Electronics.
2. Grasslin Controls Corporation; a GE Industrial Systems Company.
3. Intermatic, Inc.
4. Lithonia Lighting; Acuity Lighting Group, Inc.
5. Novitas, Inc.
6. Paragon Electric Co.; Invensys Climate Controls.
7. Square D; Schneider Electric.
8. TORK.
9. Touch-Plate, Inc.
10. Watt Stopper (The).

B. Description: Solid state, with SPST dry contacts rated for 1800-VA tungsten or 1000-VA inductive, to operate connected relay, contactor coils, or microprocessor input; complying with UL 773A.

1. Light-Level Monitoring Range: 1.5 to 10 fc, with an adjustment for turn-on and turn-off levels within that range, and a directional lens in front of photocell to prevent fixed light sources from causing turn-off.
2. Time Delay: 15-second minimum, to prevent false operation.
3. Surge Protection: Metal-oxide varistor, complying with IEEE C62.41.1, IEEE C62.41.2, and IEEE 62.45 for Category A1 locations.
4. Mounting: Twist lock complying with IEEE C136.10, with base-and-stem mounting or stem-and-swivel mounting accessories as required to direct sensor to the north sky exposure.

2.3 INDOOR PHOTOELECTRIC SWITCHES

A. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

1. Allen-Bradley/Rockwell Automation.
2. Area Lighting Research, Inc.; Tyco Electronics.
3. Eaton Electrical Inc; Cutler-Hammer Products.
4. Grasslin Controls Corporation; a GE Industrial Systems Company.
5. Intermatic, Inc.
6. Lithonia Lighting; Acuity Lighting Group, Inc.
7. MicroLite Lighting Control Systems.
8. Novitas, Inc.
9. Paragon Electric Co.; Invensys Climate Controls.
10. Square D; Schneider Electric.
11. TORK.
12. Touch-Plate, Inc.
13. Watt Stopper (The).

B. Ceiling-Mounted Photoelectric Switch: Solid-state, light-level sensor unit, with separate relay unit mounted on luminaire, to detect changes in lighting levels that are perceived by the eye. Cadmium sulfide photoresistors are not acceptable.

1. Sensor Output: Contacts rated to operate the associated relay, complying with UL 773A. Sensor shall be powered from the relay unit.
2. Relay Unit: Dry contacts rated for 20-A ballast load at 120- and 277-V ac, for 13-A tungsten at 120-V ac, and for one (1) hp at 120-V ac. Power supply to sensor shall be 24-V dc, 150-mA, Class 2 power source as defined by NFPA 70.
3. Light-Level Monitoring Range: 10 to 200 fc, with an adjustment for turn-on and turn-off levels within that range.
4. Time Delay: Adjustable from five (5) to 300 seconds to prevent cycling, with deadband adjustment.
5. Indicator: Two (2) LEDs to indicate the beginning of on-off cycles.

2.4 LIGHTING CONTACTORS

A. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

1. Allen-Bradley/Rockwell Automation.
2. ASCO Power Technologies, LP; a division of Emerson Electric Co.
3. Eaton Electrical Inc.; Cutler-Hammer Products.
4. GE Industrial Systems; Total Lighting Control.
5. Grasslin Controls Corporation; a GE Industrial Systems Company.
6. Hubbell Lighting.
7. Lithonia Lighting; Acuity Lighting Group, Inc.
8. MicroLite Lighting Control Systems.
9. Square D; Schneider Electric.
10. TORK.
11. Touch-Plate, Inc.
12. Watt Stopper (The).

B. Description: Electrically operated and mechanically held, combination type with non-fused disconnect, complying with NEMA ICS 2 and UL 508.

1. Current Rating for Switching: Listing or rating consistent with type of load served, including tungsten filament, inductive, and high-inrush ballast (ballast with 15 percent or less total harmonic distortion of normal load current).
2. Fault Current Withstand Rating: Equal to or exceeding the available fault current at the point of installation.
3. Enclosure: Comply with NEMA 250.
4. Provide with control and pilot devices as indicated on Drawings, matching the NEMA type specified for the enclosure.

C. BAS Interface: Provide hardware interface to enable the BAS to monitor and control lighting contactors.

1. Monitoring: On-off status.
2. Control: On-off operation.

2.5 EMERGENCY SHUNT RELAY

A. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

1. Lighting Control and Design, Inc.

B. Description: Normally closed, electrically held relay, arranged for wiring in parallel with manual or automatic switching contacts; complying with UL 924.

1. Coil Rating: 120 V.

2.6 CONDUCTORS AND CABLES

A. Power Wiring to Supply Side of Remote-Control Power Sources: Not smaller than No. 12 AWG. Comply with requirements in Section 26 05 19.

B. Classes 2 and 3 Control Cable: Multi-conductor cable with stranded-copper conductors not smaller than No. 18 AWG. Comply with requirements in Section 26 05 19.

C. Class 1 Control Cable: Multi-conductor cable with stranded-copper conductors not smaller than No. 14 AWG. Comply with requirements in Section 26 05 19.

PART 3 - EXECUTION

3.1 SENSOR INSTALLATION

A. Install and aim sensors in locations to achieve not less than 90 percent coverage of areas indicated. Do not exceed coverage limits specified in manufacturer's written instructions.

3.2 CONTACTOR INSTALLATION

A. Mount electrically held lighting contactors with elastomeric isolator pads, to eliminate structure-borne vibration, unless contactors are installed in an enclosure with factory-installed vibration isolators.

3.3 WIRING INSTALLATION

A. Wiring Method: Comply with Section 26 05 19. Minimum conduit size shall be 3/4 inch.

B. Wiring within Enclosures: Comply with NECA 1. Separate power-limited and non-power-limited conductors according to conductor manufacturer's written instructions.

C. Size conductors according to lighting control device manufacturer's written instructions, unless otherwise indicated.

D. Splices, Taps, and Terminations: Make connections only on numbered terminal strips in junction, pull, and outlet boxes; terminal cabinets; and equipment enclosures.

3.4 IDENTIFICATION

A. Identify components and power and control wiring according to Section 26 05 53.

1. Identify controlled circuits in lighting contactors.
2. Identify circuits or luminaries controlled by photoelectric and occupancy sensors at each sensor.

B. Label time switches and contactors with a unique designation.

3.5 FIELD QUALITY CONTROL

A. Perform the following field tests and inspections and prepare test reports:

1. After installing time switches and sensors, and after electrical circuitry has been energized, adjust and test for compliance with requirements.
2. Operational Test: Verify operation of each lighting control device, and adjust time delays.

B. Lighting control devices that fail tests and inspections are defective work.

3.6 ADJUSTING

A. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting sensors to suit occupied conditions. Provide up to two (2) visits to project during other-than-normal occupancy hours for this purpose.

3.7 DEMONSTRATION

A. Coordinate demonstration of products specified in this section with demonstration requirements for programmable lighting control system specified in Section 26 09 23.

B. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain lighting control devices. Refer to Section 01 79 00.

END OF SECTION

SECTION 262200

LOW VOLTAGE TRANSFORMERS

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 SECTION INCLUDES

A. Dry-type transformers rated 600 V and less, with capacities up to 1000 kVA including the following types:

1. Distribution Transformers.

2. Isolation Transformers.

3. Sub Panel Transformers. (Voltage Changes)

1.3 SUBMITTALS

A. Submit under provisions of Section 01 33 00.

B. Product Data: Include rated nameplate data, capacities, weights, dimensions, minimum clearances, installed devices and features, and performance for each type and size of transformer indicated.

C. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.

1. Wiring Diagrams: Power, signal, and control wiring.

D. Manufacturer Seismic Qualification Certification: Submit certification that transformers, accessories, and components will withstand seismic forces defined in Section 26 05 48. Include the following:

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
   a. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."

2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

E. Qualification Data: For testing agency.

F. Source quality-control test reports.

G. Field quality-control test reports.

H. Operation and Maintenance Data: For transformers to include in emergency, operation, and maintenance manuals.

1.4 QUALITY ASSURANCE

A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the InterNational Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.

1. Testing Agency's Field Supervisor: Person currently certified by the InterNational Electrical Testing Association or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.

B. Source Limitations: Obtain each transformer type through one (1) source from a single manufacturer.

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

D. Comply with IEEE C57.12.91, "Test Code for Dry-Type Distribution and Power Transformers."

1.5 DELIVERY, STORAGE AND HANDLING

A. Temporary Heating: Apply temporary heat according to manufacturer's written instructions within the enclosure of each ventilated-type unit, throughout periods during which equipment is not energized and when transformer is not in a space that is continuously under normal control of temperature and humidity.

1.6 COORDINATION

A. Coordinate size and location of concrete bases with actual transformer provided. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 03.

B. Coordinate installation of wall-mounting and structure-hanging supports with actual transformer provided.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

1. Eaton Electrical Inc.; Cutler-Hammer Products.
2. General Electric Company.
3. Siemens Energy & Automation, Inc.
4. Square D; Schneider Electric.

2.2 GENERAL TRANSFORMER REQUIREMENTS

A. Description: Factory-assembled and -tested, air-cooled units for 60-Hz service.

B. Cores: Grain-oriented, non-aging silicon steel.

C. Coils: Continuous windings without splices except for taps.

1. Internal Coil Connections: Brazed or pressure type.
2. Coil Material: Copper.

2.3 DISTRIBUTION TRANSFORMERS

A. Comply with NEMA ST 20, and list and label as complying with UL 1561.

B. Provide transformers that are constructed to withstand seismic forces specified in Section 26 05 48.

C. Cores: One (1) leg per phase.

D. Enclosure: Ventilated, NEMA 250, Type 2.

1. Core and coil shall be encapsulated within resin compound, sealing out moisture and air.

E. Transformer Enclosure Finish: Comply with NEMA 250.

1. Finish Color: ANSI 61 gray.

F. Taps for Transformers Smaller Than 3 kVA: One (1) five (5) percent tap above normal full capacity.

G. Taps for Transformers 7.5 to 24 kVA: One (1) five (5) percent tap above and one (1) five (5) percent tap below normal full capacity.

H. Taps for Transformers 25 kVA and Larger: Two (2) 2.5 percent taps above and four (4) 2.5 percent taps below normal full capacity.

I. Insulation Class: 220 degrees C, UL-component-recognized insulation system with a maximum of 150 degrees C rise above 40 degrees C ambient temperature.

J. Energy Efficiency for Transformers Rated 15 kVA and Larger:

1. Complying with NEMA TP 1, Class 1 efficiency levels.
2. Tested according to NEMA TP 2.

K. K-Factor Rating: Transformers indicated to be K-factor rated shall comply with UL 1561 requirements for non-sinusoidal load current-handling capability to the degree defined by designated K-factor.

1. Unit shall not overheat when carrying full-load current with harmonic distortion corresponding to designated K-factor.
2. Indicate value of K-factor on transformer nameplate.

L. Electrostatic Shielding: Each winding shall have an independent, single, full-width copper electrostatic shield arranged to minimize interwinding capacitance.

1. Arrange coil leads and terminal strips to minimize capacitive coupling between input and output terminals.
2. Include special terminal for grounding the shield.
3. Shield Effectiveness:

a. Capacitance between Primary and Secondary Windings: Not to exceed 33 picofarads over a frequency range of 20 Hz to 1 MHz.
b. Common-Mode Noise Attenuation: Minimum of minus 120 dBA at 0.5 to 1.5 kHz; minimum of minus 65 dBA at 1.5 to 100 kHz.
c. Normal-Mode Noise Attenuation: Minimum of minus 52 dBA at 1.5 to 10 kHz.

M. Wall Brackets: Manufacturer's standard brackets.

N. Low-Sound-Level Requirements: Minimum of three (3) dBA less than NEMA ST 20 standard sound levels when factory tested according to IEEE C57.12.91.

2.4 IDENTIFICATION DEVICES

A. Nameplates: Engraved, laminated-plastic or metal nameplate for each distribution transformer, mounted with corrosion-resistant screws. Nameplates and label products are specified in Section 26 05 53.

2.5 SOURCE QUALITY CONTROL

A. Test and inspect transformers according to IEEE C57.12.91.

B. Factory Sound-Level Tests: Conduct sound-level tests on equipment for this project.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine conditions for compliance with enclosure- and ambient-temperature requirements for each transformer.

B. Verify that field measurements are as needed to maintain working clearances required by NFPA 70 and manufacturer's written instructions.

C. Examine walls, floors, roofs, and concrete bases for suitable mounting conditions where transformers will be installed.

D. Verify that ground connections are in place and requirements in Section 26 05 26 have been met. Maximum ground resistance shall be 5 ohms at location of transformer.

E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install wall-mounting transformers level and plumb with wall brackets fabricated by transformer manufacturer.

1. Brace wall-mounting transformers as specified in Section 26 05 48.

B. Construct concrete bases and anchor floor-mounting transformers according to manufacturer's written instructions, seismic codes applicable to project, and requirements in Section 26 05 48.

3.3 CONNECTIONS

A. Ground equipment according to Section 26 05 26.

B. Connect wiring according to Section 26 05 19.

3.4 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections. Report results in writing.

B. Tests and Inspections:

1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.

C. Remove and replace units that do not pass tests or inspections and retest as specified above.

D. Infrared Scanning: Two (2) months after Substantial Completion, perform an infrared scan of transformer connections.

1. Use an infrared-scanning device designed to measure temperature or detect significant deviations from normal values. Provide documentation of device calibration.
2. Perform two (2) follow-up infrared scans of transformers, one (1) at four (4) months and the other at 11 months after Substantial Completion.
3. Prepare a certified report identifying transformer checked and describing results of scanning. Include notation of deficiencies detected, remedial action taken, and scanning observations after remedial action.

E. Test Labeling: On completion of satisfactory testing of each unit, attach a dated and signed "Satisfactory Test" label to tested component.

3.5 ADJUSTING

A. Record transformer secondary voltage at each unit for at least 48 hours of typical occupancy period. Adjust transformer taps to provide optimum voltage conditions at secondary terminals. Optimum is defined as not exceeding nameplate voltage plus 10 percent and not being lower than nameplate voltage minus 3 percent at maximum load conditions. Submit recording and tap settings as test results.

B. Output Settings Report: Prepare a written report recording output voltages and tap settings.

3.6 CLEANING

A. Vacuum dirt and debris; do not use compressed air to assist in cleaning.

END OF SECTION

SECTION 262416

PANELBOARDS

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 SECTION INCLUDES

A. Distribution panelboards.

B. Lighting and appliance branch-circuit panelboards.

1.3 DEFINITIONS

A. SVR: Suppressed voltage rating.

B. TVSS: Transient voltage surge suppressor.

1.4 PERFORMANCE REQUIREMENTS

A. Seismic Performance: Panelboards shall withstand the effects of earthquake motions determined according to SEI/ASCE 7.

1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."

1.5 SUBMITTALS

A. Submit under provisions of Section 01 33 00.

B. Product Data: For each type of panelboard, switching and overcurrent protective device, transient voltage suppression device, accessory, and component indicated. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.

C. Shop Drawings: For each panelboard and related equipment.

1. Include dimensioned plans, elevations, sections, and details. Show tabulations of installed devices, equipment features, and ratings.

2. Detail enclosure types and details for types other than NEMA 250, Type 1.
3. Detail bus configuration, current, and voltage ratings.
4. Short-circuit current rating of panelboards and overcurrent protective devices.
5. Include evidence of NRTL listing for series rating of installed devices.
6. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
7. Include wiring diagrams for power, signal, and control wiring.
8. Include time-current coordination curves for each type and rating of overcurrent protective device included in panelboards. Include selectable ranges for each type of overcurrent protective device.

D. Qualification Data: For qualified testing agency.

E. Seismic Qualification Certificates: Submit certification that panelboards, overcurrent protective devices, accessories, and components will withstand seismic forces defined in Section 26 05 48. Include the following:

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

F. Field Quality-Control Reports:

1. Test procedures used.
2. Test results that comply with requirements.
3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.

G. Panelboard Schedules: For installation in panelboards. Submit final versions after load balancing.

H. Operation and Maintenance Data: For panelboards and components to include in emergency, operation, and maintenance manuals. In addition to items specified in Section 01 78 23, include the following:

1. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
2. Time-current curves, including selectable ranges for each type of overcurrent protective device that allows adjustments.

1.6 QUALITY ASSURANCE

A. Testing Agency Qualifications: Member company of NETA or an NRTL.

1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.

B. Source Limitations: Obtain panelboards, overcurrent protective devices, components, and accessories from single source from single manufacturer.

C. Product Selection for Restricted Space: Drawings indicate maximum dimensions for panelboards including clearances between panelboards and adjacent surfaces and other items. Comply with indicated maximum dimensions.

D. 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.

E. Comply with NEMA PB 1.

F. Comply with NFPA 70.

1.7 DELIVERY, STORAGE AND HANDLING

A. Remove loose packing and flammable materials from inside panelboards; install temporary electric heating (250 W per panelboard) to prevent condensation.

B. Handle and prepare panelboards for installation according to NECA 407.

1.8 PROJECT CONDITIONS

A. Environmental Limitations:

1. Do not deliver or install panelboards until spaces are enclosed and weathertight, wet work in spaces is complete and dry, work above panelboards is complete, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.
2. Rate equipment for continuous operation under the following conditions unless otherwise indicated:

    a. Ambient Temperature: Not exceeding 23 degrees F to plus 104 degrees F.
    b. Altitude: Not exceeding 6600 feet.

B. Service Conditions: NEMA PB 1, usual service conditions, as follows:

1. Ambient temperatures within limits specified.
2. Altitude not exceeding 6600 feet.

1.9 COORDINATION

A. Coordinate layout and installation of panelboards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, encumbrances to workspace clearance requirements, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

B. Coordinate sizes and locations of concrete bases with actual equipment provided. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 03.

1.10 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace transient voltage suppression devices that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Five (5) years from date of Substantial Completion.

1.11 EXTRA MATERIALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Keys: Two (2) spares for each type of panelboard cabinet lock.
2. Circuit Breakers Including GFCI and Ground Fault Equipment Protection (GFEP) Types: Two (2) spares for each panelboard.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR PANELBOARDS

A. Fabricate and test panelboards according to IEEE 344 to withstand seismic forces defined in Section 26 05 48.

B. Enclosures: Flush- and surface-mounted cabinets.

1. Rated for environmental conditions at installed location.

a. Indoor Dry and Clean Locations: NEMA 250, Type 1.
b. Outdoor Locations: NEMA 250, Type 3R.
c. Kitchen Areas: NEMA 250, Type 4X, stainless steel.
d. Other Wet or Damp Indoor Locations: NEMA 250, Type 4.
e. Indoor Locations Subject to Dust, Falling Dirt, and Dripping Non-corrosive Liquids: NEMA 250, Type 5.

2. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box.
3. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover.
4. Gutter Extension and Barrier: Same gage and finish as panelboard enclosure; integral with enclosure body. Arrange to isolate individual panel sections.
5. Finishes:

a. Panels and Trim: Steel, factory finished immediately after cleaning and pretreating with manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat.
b. Back Boxes: Galvanized steel.

6. Directory Card: Inside panelboard door, mounted in metal frame with transparent protective cover.

C. Incoming Mains Location: Top and bottom.

D. Phase, Neutral, and Ground Buses:

1. Material: Hard-drawn copper, 98 percent conductivity.
2. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment grounding conductors; bonded to box.
3. Isolated Ground Bus: Adequate for branch-circuit isolated ground conductors; insulated from box.
4. Extra-Capacity Neutral Bus: Neutral bus rated 200 percent of phase bus and UL listed as suitable for nonlinear loads.

E. Conductor Connectors: Suitable for use with conductor material and sizes.

1. Material: Hard-drawn copper, 98 percent conductivity.
2. Main and Neutral Lugs: Compression type.
3. Ground Lugs and Bus-Configured Terminators: Compression type.
4. Feed-Through Lugs: Compression type, suitable for use with conductor material. Locate at opposite end of bus from incoming lugs or main device.
5. Subfeed (Double) Lugs: Compression type suitable for use with conductor material. Locate at same end of bus as incoming lugs or main device.
6. Gutter-Tap Lugs: Compression type suitable for use with conductor material. Locate at same end of bus as incoming lugs or main device.
7. Extra-Capacity Neutral Lugs: Rated 200 percent of phase lugs mounted on extra-capacity neutral bus.

F. Future Devices: Mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.

G. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals.

2.2 DISTRIBUTION PANELBOARDS

A. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
3. Siemens Energy & Automation, Inc.
4. Square D; a brand of Schneider Electric.

B. Panelboards: NEMA PB 1, power and feeder distribution type.

C. Doors: Secured with vault-type latch with tumbler lock; keyed alike.

1. For doors more than 36 inches high, provide two (2) latches, keyed alike.

D. Mains: Circuit breaker or Lugs only.

E. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes 125 A and Smaller: Bolt-on circuit breakers.

F. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes Larger Than 125 A: Bolt-on circuit breakers; plug-in circuit breakers where individual positive-locking device requires mechanical release for removal.

G. Branch Overcurrent Protective Devices: Fused switches.

H. Contactors in Main Bus: NEMA ICS 2, Class A, mechanically held, general-purpose controller, with same short-circuit interrupting rating as panelboard.

1. Internal Control-Power Source: Control-power transformer, with fused primary and secondary terminals, connected to main bus ahead of contactor connection.

2.3 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

A. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
3. Siemens Energy & Automation, Inc.
4. Square D; a brand of Schneider Electric.

B. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.

C. Mains: Circuit breaker or lugs only.

D. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.

E. Contactors in Main Bus: NEMA ICS 2, Class A, mechanically held, general-purpose controller, with same short-circuit interrupting rating as panelboard.

1. Internal Control-Power Source: Control-power transformer, with fused primary and secondary terminals, connected to main bus ahead of contactor connection.

F. Doors: Concealed hinges; secured with flush latch with tumbler lock; keyed alike.

2.4 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

A. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
3. Siemens Energy & Automation, Inc.
4. Square D; a brand of Schneider Electric.

B. Molded-Case Circuit Breaker (MCCB): Comply with UL 489, with interrupting capacity to meet available fault currents.

1. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads, and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
2. Adjustable Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.
3. Electronic trip circuit breakers with rms sensing; field-replaceable rating plug or field-replicable electronic trip; and the following field-adjustable settings:

    a. Instantaneous trip.
    b. Long- and short-time pickup levels.
    c. Long- and short-time time adjustments.
    d. Ground-fault pickup level, time delay, and I^2t response.

4. Current-Limiting Circuit Breakers: Frame sizes 400 A and smaller; let-through ratings less than NEMA FU 1, RK-5.
5. GFCI Circuit Breakers: Single- and two-pole configurations with Class A ground-fault protection (6-mA trip).
6. Ground-Fault Equipment Protection (GFEP) Circuit Breakers: Class B ground-fault protection (30-mA trip).
7. Arc-Fault Circuit Interrupter (AFCI) Circuit Breakers: Comply with UL 1699; 120/240-V, single-pole configuration.
8. Molded-Case Circuit-Breaker (MCCB) Features and Accessories:

    a. Standard frame sizes, trip ratings, and number of poles.
    b. Lugs: Compression style, suitable for number, size, trip ratings, and conductor materials.
    c. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and high-intensity discharge (HID) lighting circuits.
    d. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.
    e. Shunt Trip: 120-V trip coil energized from separate circuit, set to trip at 55 percent of rated voltage.
    f. Undervoltage Trip: Set to operate at 35 to 75 percent of rated voltage with field-adjustable 0.1- to 0.6-second time delay.

g. Auxiliary Contacts: One (1) SPDT switch with "a" and "b" contacts; "a" contacts mimic circuit-breaker contacts and "b" contacts operate in reverse of circuit-breaker contacts.
h. Alarm Switch: Single-pole, normally open contact that actuates only when circuit breaker trips.
i. Zone-Selective Interlocking: Integral with electronic trip unit; for interlocking ground-fault protection function with other upstream or downstream devices.
j. Multipole units enclosed in a single housing or factory assembled to operate as a single unit.
k. Handle Padlocking Device: Fixed attachment, for locking circuit-breaker handle in on or off position.
l. Handle Clamp: Loose attachment, for holding circuit-breaker handle in on position.

2.5 ACCESSORY COMPONENTS AND FEATURES

A. Accessory Set: Include tools and miscellaneous items required for overcurrent protective device test, inspection, maintenance, and operation.

B. Portable Test Set: For testing functions of solid-state trip devices without removing from panelboard. Include relay and meter test plugs suitable for testing panelboard meters and switchboard class relays.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Receive, inspect, handle, and store panelboards according to NECA 407.

B. Examine panelboards before installation. Reject panelboards that are damaged or rusted or have been subjected to water saturation.

C. Examine elements and surfaces to receive panelboards for compliance with installation tolerances and other conditions affecting performance of the Work.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install panelboards and accessories according to NECA 407.

B. Equipment Mounting: Install panelboards on concrete bases, 4-inch nominal thickness. Comply with requirements for concrete base specified in Section 03 30 00.

1. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around full perimeter of base.

2. For panelboards, install epoxy-coated anchor bolts that extend through concrete base and anchor into structural concrete floor.
3. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
4. Install anchor bolts to elevations required for proper attachment to panelboards.
5. Attach panelboard to the vertical finished or structural surface behind the panelboard.

C. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from panelboards.

D. Comply with mounting and anchoring requirements specified in Section 26 05 48.

E. Mount top of trim 90 inches above finished floor unless otherwise indicated.

F. Mount panelboard cabinet plumb and rigid without distortion of box. Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.

G. Install overcurrent protective devices and controllers not already factory installed.

1. Set field-adjustable, circuit-breaker trip ranges.

H. Install filler plates in unused spaces.

I. Arrange conductors in gutters into groups and bundle and wrap with wire ties after completing load balancing.

J. Comply with NECA 1.

3.3 IDENTIFICATION

A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs complying with Section 26 05 53.

B. Create a directory to indicate installed circuit loads after balancing panelboard loads; incorporate Owner's final room designations. Obtain approval before installing. Use a computer or typewriter to create directory; handwritten directories are not acceptable.

C. Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification specified in Section 26 05 53.

D. Device Nameplates: Label each branch circuit device in distribution panelboards with a nameplate complying with requirements for identification specified in Section 26 05 53.

3.4 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.

B. Acceptance Testing Preparation:

1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
2. Test continuity of each circuit.

C. Tests and Inspections:

1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
3. Perform the following infrared scan tests and inspections and prepare reports:

a. Initial Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each panelboard. Remove front panels so joints and connections are accessible to portable scanner.
b. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each panelboard 11 months after date of Substantial Completion.
c. Instruments and Equipment:

1) Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.

D. Panelboards will be considered defective if they do not pass tests and inspections.

E. Prepare test and inspection reports, including a certified report that identifies panelboards included and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.5 ADJUSTING

A. Adjust moving parts and operable component to function smoothly, and lubricate as recommended by manufacturer.

B. Set field-adjustable circuit-breaker trip ranges as specified in Section 26 05 73.

C. Load Balancing: After Substantial Completion, but not more than 60 days after Final Acceptance, measure load balancing and make circuit changes.

1. Measure as directed during period of normal system loading.
2. Perform load-balancing circuit changes outside normal occupancy/working schedule of the facility and at time directed. Avoid disrupting critical 24-hour services such as fax machines and on-line data processing, computing, transmitting, and receiving equipment.
3. After circuit changes, recheck loads during normal load period. Record all load readings before and after changes and submit test records.
4. Tolerance: Difference exceeding 20 percent between phase loads, within a panelboard, is not acceptable. Rebalance and recheck as necessary to meet this minimum requirement.

3.6 COMMISSIONING

A. Where indicated in the equipment or commissioning specifications engage a factory-authorized service representative to perform startup service as per functional test sheets and requirements of Section 01 91 03.

B. Complete installation and startup checks and functional tests according to Section 01 91 03 and manufacturer’s written instructions.

C. Operational Test: After electrical system has been energized start units to confirm proper unit operation. Rectify malfunctions, replace defective parts with new ones and repeat the start-up procedure.

D. Verify that equipment is installed and commissioned as per requirements of Section 01 91 03 and manufacturer’s written instructions/requirements.

3.7 PROTECTION

A. Temporary Heating: Apply temporary heat to maintain temperature according to manufacturer's written instructions.

END OF SECTION

THIS PAGE LEFT BLANK INTENTIONALLY

SECTION 262726

WIRING DEVICES

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 SECTION INCLUDES

A. Receptacles, receptacles with integral GFCI, and associated device plates.

B. Twist-locking receptacles.

C. Receptacles with integral surge suppression units.

D. Wall-box motion sensors.

E. Isolated-ground receptacles.

F. Snap switches and wall-box dimmers.

G. Solid-state fan speed controls.

H. Wall-switch and exterior occupancy sensors.

I. Pendant cord-connector devices.

J. Cord and plug sets.

K. Floor service outlets, poke-through assemblies, and multi-outlet assemblies.

1.3 DEFINITIONS

A. EMI: Electromagnetic interference.

B. GFCI: Ground-fault circuit interrupter.

C. Pigtail: Short lead used to connect a device to a branch-circuit conductor.

D. RFI: Radio-frequency interference.

E. TVSS: Transient voltage surge suppressor.

F. UTP: Unshielded twisted pair.

1.4 SUBMITTALS

A. Submit under provisions of Section 01 33 00.

B. Product Data: For each type of product indicated.

C. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.

D. Field quality-control test reports.

E. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing label warnings and instruction manuals that include labeling conditions.

1.5 QUALITY ASSURANCE

A. Source Limitations: Obtain each type of wiring device and associated wall plate through one (1) source from a single manufacturer. Insofar as they are available, obtain all wiring devices and associated wall plates from a single manufacturer and one (1) source.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

C. Comply with NFPA 70.

1.6 COORDINATION

A. Receptacles for Owner-Furnished Equipment: Match plug configurations.

1. Cord and Plug Sets: Match equipment requirements.

1.7 EXTRA MATERIALS

A. Furnish extra materials described in subparagraphs below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
1. Floor Service Outlet Assemblies: One (1) for every 10, but no fewer than one (1).
2. Poke-Through, Fire-Rated Closure Plugs: One (1) for every five (5) floor service outlets installed, but no fewer than two (2).
3. TVSS Receptacles: One (1) for every 10 of each type installed, but no fewer than two (2) of each type.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:

1. Cooper Wiring Devices; a division of Cooper Industries, Inc. (Cooper).
2. Hubbell Incorporated; Wiring Device-Kellems (Hubbell).
3. Leviton Mfg. Company Inc. (Leviton).
4. Pass & Seymour/Legrand; Wiring Devices & Accessories (Pass & Seymour).

2.2 STRAIGHT BLADE RECEPTACLES

A. Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 configuration 5-20R, and UL 498.
1. Products: Subject to compliance with requirements, provide one (1) of the following:

a. Cooper; 5351 (single), 5352 (duplex).
b. Hubbell; HBL5351 (single), CR5352 (duplex).
c. Leviton; 5891 (single), 5352 (duplex).
d. Pass & Seymour; 5381 (single), 5352 (duplex).

B. Isolated-Ground, Duplex Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 configuration 5-20R, and UL 498.
1. Products: Subject to compliance with requirements, provide one (1) (1) of the following:

a. Hubbell; CR 5253IG.
b. Leviton; 5362-IG.
c. Pass & Seymour; IG6300.

2. Description: Straight blade; equipment grounding contacts shall be connected only to the green grounding screw terminal of the device and with inherent electrical isolation from mounting strap. Isolation shall be integral to receptacle construction and not dependent on removable parts.

C. Tamper-Resistant Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 configuration 5-20R, and UL 498.
1. Products: Subject to compliance with requirements, provide one (1) of the following:

a. Cooper; TR8300.
b. Hubbell; HBL8300SG.
c. Leviton; 8300-SGG.
d. Pass & Seymour; 63H.

2. Description: Labeled to comply with NFPA 70.

2.3 GFCI RECEPTACLES

A. General Description: Straight blade, feed -through type. Comply with NEMA WD 1, NEMA WD 6, UL 498, and UL 943, Class A, and include indicator light that is lighted when device is tripped.

B. Duplex GFCI Convenience Receptacles, 125 V, 20 A:
   1. Products: Subject to compliance with requirements, provide one (1) of the following:

      a. Cooper; GF20.
      b. Pass & Seymour; 2084.

2.4 TVSS RECEPTACLES

A. General Description: Comply with NEMA WD 1, NEMA WD 6, UL 498, and UL 1449, with integral TVSS in line to ground, line to neutral, and neutral to ground.

   1. TVSS Components: Multiple metal-oxide varistors; with a nominal clamp-level rating of 400 volts and minimum single transient pulse energy dissipation of 240 J, according to IEEE C62.41.2 and IEEE C62.45.
   2. Active TVSS Indication: Visual and audible, with light visible in face of device to indicate device is "active" or "no longer in service."

B. Duplex TVSS Convenience Receptacles:
   1. Products: Subject to compliance with requirements, provide one (1) of the following:

      a. Cooper; 5362BLS.
      b. Hubbell; HBL5362SA.
      c. Leviton; 5380.

   2. Description: Straight blade, 125 V, 20 A; NEMA WD 6 configuration 5-20R.

C. Isolated-Ground, Duplex Convenience Receptacles:
   1. Products: Subject to compliance with requirements, provide one (1) (1) of the following:

      a. Cooper; IG5362BLS.
      b. Hubbell; IG5362SA.
      c. Leviton; 5380-IG.

   2. Description: Straight blade, 125 V, 20 A; NEMA WD 6 configuration 5-20R. Equipment grounding contacts shall be connected only to the green grounding screw terminal of the device and with inherent electrical isolation from mounting strap. Isolation shall be integral to receptacle construction and not dependent on removable parts.

2.5 TWIST-LOCKING RECEPTACLES

A. Single Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 configuration L5-20R, and UL 498.

1. Products: Subject to compliance with requirements, provide one (1) of the following:

    a. Cooper; L520R.
    b. Hubbell; HBL2310.
    c. Leviton; 2310.
    d. Pass & Seymour; L520-R.

B. Isolated-Ground, Single Convenience Receptacles, 125 V, 20 A:
    1. Products: Subject to compliance with requirements, provide one (1) of the following:

    a. Hubbell; IG2310.
    b. Leviton; 2310-IG.

    2. Description: Comply with NEMA WD 1, NEMA WD 6 configuration L5-20R, and UL 498. Equipment grounding contacts shall be connected only to the green grounding screw terminal of the device and with inherent electrical isolation from mounting strap. Isolation shall be integral to receptacle construction and not dependent on removable parts.

2.6 PENDANT CORD-CONNECTOR DEVICES

A. Description: Matching, locking-type plug and receptacle body connector; NEMA WD 6 configurations L5-20P and L5-20R, heavy-duty grade.

    1. Body: Nylon with screw-open cable-gripping jaws and provision for attaching external cable grip.
    2. External Cable Grip: Woven wire-mesh type made of high-strength galvanized-steel wire strand, matched to cable diameter, and with attachment provision designed for corresponding connector.

2.7 CORD AND PLUG SETS

A. Description: Match voltage and current ratings and number of conductors to requirements of equipment being connected.

    1. Cord: Rubber-insulated, stranded-copper conductors, with Type SOW-A jacket; with green-insulated grounding conductor and equipment-rating ampacity plus a minimum of 30 percent.
    2. Plug: Nylon body and integral cable-clamping jaws. Match cord and receptacle type for connection.

2.8 SNAP SWITCHES

A. Comply with NEMA WD 1 and UL 20.

B. Switches, 120/277 V, 20 A:
    1. Products: Subject to compliance with requirements, provide one (1) of the following:

a. Cooper; 2221 (single pole), 2222 (two pole), 2223 (three way), 2224 (four way).
b. Hubbell; CS1221 (single pole), CS1222 (two pole), CS1223 (three way), CS1224 (four way).
c. Leviton; 1221-2 (single pole), 1222-2 (two pole), 1223-2 (three way), 1224-2 (four way).
d. Pass & Seymour; 20AC1 (single pole), 20AC2 (two pole), 20AC3 (three way), 20AC4 (four way).

C. Pilot Light Switches, 20 A:
1. Products: Subject to compliance with requirements, provide one (1) of the following:

a. Cooper; 2221PL for 120 V and 277 V.
b. Hubbell; HPL1221PL for 120 V and 277 V.
c. Leviton; 1221-PLR for 120 V, 1221-7PLR for 277 V.
d. Pass & Seymour; PS20AC1-PLR for 120 V.

2. Description: Single pole, with neon-lighted handle, illuminated when switch is "ON."

D. Key-Operated Switches, 120/277 V, 20 A:
1. Products: Subject to compliance with requirements, provide one (1) of the following:

a. Cooper; 2221L.
b. Hubbell; HBL1221L.
c. Leviton; 1221-2L.
d. Pass & Seymour; PS20AC1-L.

2. Description: Single pole, with factory-supplied key in lieu of switch handle.

E. Single-Pole, Double-Throw, Momentary Contact, Center-Off Switches, 120/277 V, 20 A; for use with mechanically held lighting contactors.
1. Products: Subject to compliance with requirements, provide one (1) of the following:

a. Cooper; 1995.
b. Hubbell; HBL1557.
c. Leviton; 1257.
d. Pass & Seymour; 1251.

F. Key-Operated, Single-Pole, Double-Throw, Momentary Contact, Center-Off Switches, 120/277 V, 20 A; for use with mechanically held lighting contactors, with factory-supplied key in lieu of switch handle.
1. Products: Subject to compliance with requirements, provide one (1) of the following:

a. Cooper; 1995L.
b. Hubbell; HBL1557L.
c. Leviton; 1257L.
d. Pass & Seymour; 1251L.

2.9 WALL-BOX DIMMERS

A. Dimmer Switches: Modular, full-wave, solid-state units with integral, quiet on-off switches, with audible frequency and EMI/RFI suppression filters.

B. Control: Continuously adjustable slider; with single-pole or three-way switching. Comply with UL 1472.

C. Fluorescent Lamp Dimmer Switches: Modular; compatible with dimmer ballasts; trim potentiometer to adjust low-end dimming; dimmer-ballast combination capable of consistent dimming with low end not greater than 20 percent of full brightness.

2.10 FAN SPEED CONTROLS

A. Modular, 120-V, full-wave, solid-state units with integral, quiet on-off switches and audible frequency and EMI/RFI filters. Comply with UL 1917.

1. Continuously adjustable rotary knob.
2. Three-speed adjustable rotary knob, 1.5 A.

2.11 OCCUPANCY SENSORS

A. Wall-Switch Sensors:
1. Products: Subject to compliance with requirements, provide one (1) of the following:

a. Hubbell; AT120 for 120 V, AT277 for 277 V.
b. Leviton; ODS 15-ID.

2. Description: Adaptive-technology type, 120/277 V, adjustable time delay up to 20 minutes, 180-degree field of view, with a minimum coverage area of 900 sq ft.

B. Long-Range Wall-Switch Sensors:
1. Products: Subject to compliance with requirements, provide one (1) of the following:

a. Hubbell; ATD1600WRP.
b. Leviton; ODW12-MRW.
c. Watt Stopper (The); DT-200.

2. Description: Dual technology, with both passive-infrared- and ultrasonic-type sensing, 120/277 V, adjustable time delay up to 30 minutes, 110-degree field of view, and a minimum coverage area of 1200 sq ft.

C. Wide-Range Wall-Switch Sensors:
1. Products: Subject to compliance with requirements, provide one (1) of the following:

a. Hubbell; ATP120HBRP.
b. Leviton; ODWHB-IRW.
c. Pass & Seymour; HS1001.
d. Watt Stopper (The); CX-100-3.

2. Description: Passive-infrared type, 120/277 V, adjustable time delay up to 30 minutes, 150-degree field of view, with a minimum coverage area of 1200 sq ft.

D. Exterior Occupancy Sensors:
1. Products: Subject to compliance with requirements, provide one (1) of the following:

a. Leviton; PS200-10.
b. Watt Stopper (The); EW-100-120.

2. Description: Passive-infrared type, 120/277 V, weatherproof, adjustable time delay up to 15 minutes, 180-degree field of view, and 110-foot detection range. Minimum switch rating: 1000-W incandescent, 500-VA fluorescent.

2.12 WALL PLATES

A. Single and combination types to match corresponding wiring devices.

1. Plate-Securing Screws: Metal with head color to match plate finish.
2. Material for Finished Spaces: As selected by Architect
3. Material for Unfinished Spaces: Galvanized steel.
4. Material for Damp Locations: Cast aluminum with spring-loaded lift cover, and listed and labeled for use in "wet locations."

B. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with type 3R weather-resistant, die-cast aluminum with lockable cover.

2.13 FLOOR SERVICE FITTINGS

A. Type: Modular, flush-type, dual-service units suitable for wiring method used.

B. Compartments: Barrier separates power from voice and data communication cabling.

C. Service Plate: Rectangular solid brass with satin finish.

D. Power Receptacle: NEMA WD 6 configuration 5-20R, gray finish, unless otherwise indicated.

E. Voice and Data Communication Outlet: Two (2) modular, keyed, color-coded, RJ-45 Category jacks for UTP cable.

2.14 POKE-THROUGH ASSEMBLIES

A. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

1. Hubbell Incorporated; Wiring Device-Kellems.
2. Pass & Seymour/Legrand; Wiring Devices & Accessories.
3. Square D/ Schneider Electric.
4. Thomas & Betts Corporation.

5. Wiremold Company (The).

B. Description: Factory-fabricated and -wired assembly of below-floor junction box with multi-channeled, through-floor raceway/firestop unit and detachable matching floor service outlet assembly.

1. Service Outlet Assembly: Flush type with four (4) simplex receptacles and space for four RJ-45 jacks.
2. Size: Selected to fit nominal 4-inch cored holes in floor and matched to floor thickness.
3. Fire Rating: Unit is listed and labeled for fire rating of floor-ceiling assembly.
4. Closure Plug: Arranged to close unused 4-inch cored openings and reestablish fire rating of floor.
5. Wiring Raceways and Compartments: For a minimum of four No. 12 AWG conductors and a minimum of four (4), 4-pair, Category 5e voice and data communication cables.

2.15 MULTIOUTLET ASSEMBLIES

A. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

1. Hubbell Incorporated; Wiring Device-Kellems.
2. Wiremold Company (The).

B. Components of Assemblies: Products from a single manufacturer designed for use as a complete, matching assembly of raceways and receptacles.

C. Raceway Material: Metal, with manufacturer's standard finish.

D. Wire: No. 12 AWG.

2.16 FINISHES

A. Color: Wiring device catalog numbers in Section Text do not designate device color.

1. Wiring Devices Connected to Normal Power System: As selected by Architect, unless otherwise indicated or required by NFPA 70 or device listing.
2. Wiring Devices Connected to Emergency Power System: Red.
3. TVSS Devices: Blue.
4. Isolated-Ground Receptacles: As specified above, with orange triangle on face.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with NECA 1, including the mounting heights listed in that standard, unless otherwise noted.

B. Coordination with Other Trades:

1. Take steps to insure that devices and their boxes are protected. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of the boxes.
2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
4. Install wiring devices after all wall preparation, including painting, is complete.

C. Conductors:

1. Do not strip insulation from conductors until just before they are spliced or terminated on devices.
2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
4. Existing Conductors:

    a. Cut back and pigtail, or replace all damaged conductors.
    b. Straighten conductors that remain and remove corrosion and foreign matter.
    c. Pigtailing existing conductors is permitted provided the outlet box is large enough.

D. Device Installation:

1. Replace all devices that have been in temporary use during construction or that show signs that they were installed before building finishing operations were complete.
2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
4. Connect devices to branch circuits using pigtails that are not less than six (6) inches in length.
5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, 2/3 to 3/4 of the way around terminal screw.
6. Use a torque screwdriver when a torque is recommended or required by the manufacturer.
7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
8. Tighten unused terminal screws on the device.
9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device mounting screws in yokes, allowing metal-to-metal contact.

E. Receptacle Orientation:

1. Install ground pin of vertically mounted receptacles up, and on horizontally mounted receptacles to the right.

F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.

G. Dimmers:

1. Install dimmers within terms of their listing.
2. Verify that dimmers used for fan speed control are listed for that application.
3. Install unshared neutral conductors on line and load side of dimmers according to manufacturers' device listing conditions in the written instructions.

H. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multi-gang wall plates.

I. Adjust locations of floor service outlets and service poles to suit arrangement of partitions and furnishings.

3.2 IDENTIFICATION

A. Comply with Section 26 05 53.

1. Receptacles: Identify panelboard and circuit number from which served. Use hot, stamped or engraved machine printing with black-filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.

3.3 FIELD QUALITY CONTROL

A. Perform tests and inspections and prepare test reports.
1. Test Instruments: Use instruments that comply with UL 1436.
2. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated LED indicators of measurement.

B. Tests for Convenience Receptacles:

1. Line Voltage: Acceptable range is 105 to 132 V.
2. Percent Voltage Drop under 15-A Load: A value of six (6) percent or higher is not acceptable.
3. Ground Impedance: Values of up to two (2) ohms are acceptable.
4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
5. Using the test plug, verify that the device and its outlet box are securely mounted.
6. The tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.

END OF SECTION

SECTION 262813

FUSES

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 SECTION INCLUDES

A. Cartridge fuses rated 600-V ac and less for use in control circuits and enclosed switches.

B. Plug-fuse adapters for use in Edison-base, plug-fuse sockets.

C. Spare-fuse cabinets.

1.3 RELATED SECTIONS

1.4 SUBMITTALS

A. Submit under provisions of Section 01 33 00.

B. Product Data: For each type of product indicated. Include construction details, material, dimensions, descriptions of individual components, and finishes for spare-fuse cabinets. Include the following for each fuse type indicated:

1. Ambient Temperature Adjustment Information: If ratings of fuses have been adjusted to accommodate ambient temperatures, provide list of fuses with adjusted ratings.

    a. For each fuse having adjusted ratings, include location of fuse, original fuse rating, local ambient temperature, and adjusted fuse rating.
    b. Provide manufacturer's technical data on which ambient temperature adjustment calculations are based.

2. Dimensions and manufacturer's technical data on features, performance, electrical characteristics, and ratings.
3. Current-limitation curves for fuses with current-limiting characteristics.
4. Time-current coordination curves (average melt) and current-limitation curves (instantaneous peak let-through current) for each type and rating of fuse.
5. Coordination charts and tables and related data.
6. Fuse sizes for elevator feeders and elevator disconnect switches.

C. Operation and Maintenance Data: For fuses to include in emergency, operation, and maintenance manuals. In addition to items specified in Section 01 78 23, include the following:

1. Ambient temperature adjustment information.
2. Current-limitation curves for fuses with current-limiting characteristics.
3. Time-current coordination curves (average melt) and current-limitation curves (instantaneous peak let-through current) for each type and rating of fuse.
4. Coordination charts and tables and related data.

1.5 QUALITY ASSURANCE

A. Source Limitations: Obtain fuses, for use within a specific product or circuit, from single source from single manufacturer.

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.

C. Comply with NEMA FU 1 for cartridge fuses.

D. Comply with NFPA 70.

1.6 PROJECT CONDITIONS

A. Where ambient temperature to which fuses are directly exposed is less than 40 degrees F or more than 100 degrees F, apply manufacturer's ambient temperature adjustment factors to fuse ratings.

1.7 COORDINATION

A. Coordinate fuse ratings with utilization equipment nameplate limitations of maximum fuse size and with system short-circuit current levels.

1.8 EXTRA MATERIALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Fuses: Equal to 10 percent of quantity installed for each size and type, but no fewer than two (2) of each size and type.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

1. Cooper Bussmann, Inc.
2. Edison Fuse, Inc.
3. Ferraz Shawmut, Inc.
4. Littelfuse, Inc.

2.2 CARTRIDGE FUSES

A. Characteristics: NEMA FU 1, nonrenewable cartridge fuses with voltage ratings consistent with circuit voltages.

2.3 SPARE-FUSE CABINET

A. Characteristics: Wall-mounted steel unit with full-length, recessed piano-hinged door and key-coded cam lock and pull.

1. Size: Adequate for storage of spare fuses specified with 15 percent spare capacity minimum.
2. Finish: Gray, baked enamel.
3. Identification: "SPARE FUSES" in 1-1/2-inch high letters on exterior of door.
4. Fuse Pullers: For each size of fuse, where applicable and available, from fuse manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine fuses before installation. Reject fuses that are moisture damaged or physically damaged.

B. Examine holders to receive fuses for compliance with installation tolerances and other conditions affecting performance, such as rejection features.

C. Examine utilization equipment nameplates and installation instructions. Install fuses of sizes and with characteristics appropriate for each piece of equipment.

D. Evaluate ambient temperatures to determine if fuse rating adjustment factors must be applied to fuse ratings.

E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 FUSE APPLICATIONS

A. Cartridge Fuses:

1. Service Entrance: Class L, fast acting.
2. Feeders: Class L, time delay.
3. Motor Branch Circuits: Class RK5, time delay.
4. Other Branch Circuits: Class J, fast acting.
5. Control Circuits: Class CC, fast acting.

3.3 INSTALLATION

A. Install fuses in fusible devices. Arrange fuses so rating information is readable without removing fuse.

B. Install spare-fuse cabinet(s).

3.4 IDENTIFICATION

A. Install labels complying with requirements for identification specified in Section 26 05 53 and indicating fuse replacement information on inside door of each fused switch and adjacent to each fuse block, socket, and holder.

3.5 COMMISSIONING/START UP

A. Where indicated in the equipment or specifications engage a factory-authorized service representative to perform startup service as per functional test sheets and requirements.

B. Complete installation and startup checks and functional tests according to manufacturer's written instructions.

C. Operational Test: After electrical system has been energized start units to confirm proper unit operation. Rectify malfunctions, replace defective parts with new ones and repeat the start-up procedure.

D. Verify that equipment is installed and commissioned as per requirements of manufacturer's written instructions/requirements.

END OF SECTION

SECTION 262816

ENCLOSED SWITCHES AND CIRCUIT BREAKERS

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 SECTION INCLUDES

A. Fusible switches.

B. Non-fusible switches.

C. Shunt trip switches.

D. Molded-case circuit breakers (MCCBs).

E. Enclosures.

1.3 RELATED SECTIONS

1.4 DEFINITIONS

A. NC: Normally closed.

B. NO: Normally open.

C. SPDT: Single pole, double throw.

1.5 PERFORMANCE REQUIREMENTS

A. Seismic Performance: Enclosed switches and circuit breakers shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."

1.6 SUBMITTALS

A. Submit under provisions of Section 01 33 00.

B. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.

1. Enclosure types and details for types other than NEMA 250, Type 1.
2. Current and voltage ratings.
3. Short-circuit current ratings (interrupting and withstand, as appropriate).
4. Include evidence of NRTL listing for series rating of installed devices.
5. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices, accessories, and auxiliary components.
6. Include time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device.

C. Shop Drawings: For enclosed switches and circuit breakers. Include plans, elevations, sections, details, and attachments to other work.

1. Wiring Diagrams: For power, signal, and control wiring.

D. Qualification Data: For qualified testing agency.

E. Seismic Qualification Certificates: For enclosed switches and circuit breakers, accessories, and components, from manufacturer.

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

F. Field quality-control reports.

1. Test procedures used.
2. Test results that comply with requirements.
3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.

G. Manufacturer's field service report.

H. Operation and Maintenance Data: For enclosed switches and circuit breakers to include in emergency, operation, and maintenance manuals. In addition to items specified in Section 01 78 23, include the following:

1. Manufacturer's written instructions for testing and adjusting enclosed switches and circuit breakers.

2. Time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device.

1.7 QUALITY ASSURANCE

A. Testing Agency Qualifications: Member company of NETA or an NRTL.

1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.

B. Source Limitations: Obtain enclosed switches and circuit breakers, overcurrent protective devices, components, and accessories, within same product category, from single source from single manufacturer.

C. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.

D. 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.

E. Comply with NFPA 70.

1.8 PROJECT CONDITIONS

A. Environmental Limitations: Rate equipment for continuous operation under the following conditions unless otherwise indicated:

1. Ambient Temperature: Not less than minus 22 degrees F and not exceeding 104 degrees F.
2. Altitude: Not exceeding 6600 feet.

1.9 COORDINATION

A. Coordinate layout and installation of switches, circuit breakers, and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

1.10 EXTRA MATERIALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Fuses: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.
2. Fuse Pullers: Two (2) for each size and type.

PART 2 - PRODUCTS

2.1 FUSIBLE SWITCHES

A. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
3. Siemens Energy & Automation, Inc.
4. Square D; a brand of Schneider Electric.

B. Type HD, Heavy Duty, Single Throw, 600-V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate indicated fuses, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.

C. Accessories:

1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
3. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.
4. Auxiliary Contact Kit: One (1) NO/NC (Form "C") auxiliary contact(s), arranged to activate before switch blades open.
5. Lugs: Mechanical type, suitable for number, size, and conductor material.
6. Service-Rated Switches: Labeled for use as service equipment.
7. Accessory Control Power Voltage: Remote mounted and powered; 120-V ac.

2.2 NONFUSIBLE SWITCHES

A. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
3. Siemens Energy & Automation, Inc.
4. Square D; a brand of Schneider Electric.

B. Type HD, Heavy Duty, Single Throw, 600-V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three (3) padlocks, and interlocked with cover in closed position.

C. Accessories:

1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.

2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
3. Auxiliary Contact Kit: One (1) NO/NC (Form "C") auxiliary contact(s), arranged to activate before switch blades open.
4. Lugs: Mechanical type, suitable for number, size, and conductor material.
5. Accessory Control Power Voltage: Remote mounted and powered; 120-V ac.

2.3 SHUNT TRIP SWITCHES

A. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

1. Cooper Bussmann, Inc.
2. Ferraz Shawmut, Inc.
3. Littelfuse, Inc.

B. General Requirements: Comply with ASME A17.1, UL 50, and UL 98, with 200-kA interrupting and short-circuit current rating when fitted with Class J fuses.

C. Switches: Three-pole, horsepower rated, with integral shunt trip mechanism and Class J fuse block; lockable handle with capability to accept three padlocks; interlocked with cover in closed position.

D. Control Circuit: 120-V ac; obtained from integral control power transformer, with primary and secondary fuses with a control power transformer of enough capacity to operate shunt trip, connected pilot, and indicating and control devices.

E. Accessories:

1. Oiltight key switch for key-to-test function.
2. Oiltight red ON pilot light.
3. Isolated neutral lug; 100 percent rating.
4. Mechanically interlocked auxiliary contacts that change state when switch is opened and closed.
5. Form C alarm contacts that change state when switch is tripped.
6. Three-pole, double-throw, fire-safety and alarm relay; 120-V ac coil voltage.
7. Three-pole, double-throw, fire-alarm voltage monitoring relay complying with NFPA 72.

2.4 MOLDED-CASE CIRCUIT BREAKERS

A. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
3. Siemens Energy & Automation, Inc.
4. Square D; a brand of Schneider Electric.

B. General Requirements: Comply with UL 489, NEMA AB 1, and NEMA AB 3, with interrupting capacity to comply with available fault currents.

C. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.

D. Adjustable, Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.

E. Electronic Trip Circuit Breakers: Field-replaceable rating plug, rms sensing, with the following field-adjustable settings:

1. Instantaneous trip.
2. Long- and short-time pickup levels.
3. Long- and short-time time adjustments.
4. Ground-fault pickup level, time delay, and I^2t response.

F. Current-Limiting Circuit Breakers: Frame sizes 400 A and smaller, and let-through ratings less than NEMA FU 1, RK-5.

G. Ground-Fault, Circuit-Interrupter (GFCI) Circuit Breakers: Single- and two-pole configurations with Class A ground-fault protection (6-mA trip).

H. Ground-Fault, Equipment-Protection (GFEP) Circuit Breakers: With Class B ground-fault protection (30-mA trip).

I. Features and Accessories:

1. Standard frame sizes, trip ratings, and number of poles.
2. Lugs: Mechanical type, suitable for number, size, trip ratings, and conductor material.
3. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and high-intensity discharge lighting circuits.
4. Ground-Fault Protection: Comply with UL 1053; integrally mounted, self-powered type with mechanical ground-fault indicator; relay with adjustable pickup and time-delay settings, push-to-test feature, internal memory, and shunt trip unit; and three-phase, zero-sequence current transformer/sensor.
5. Shunt Trip: Trip coil energized from separate circuit, with coil-clearing contact.
6. Undervoltage Trip: Set to operate at 35 to 75 percent of rated voltage without intentional time delay.
7. Auxiliary Contacts: One (1) SPDT switch with "a" and "b" contacts; "a" contacts mimic circuit-breaker contacts, "b" contacts operate in reverse of circuit-breaker contacts.
8. Alarm Switch: One (1) NO contact that operates only when circuit breaker has tripped.
9. Zone-Selective Interlocking: Integral with ground-fault trip unit; for interlocking ground-fault protection function.
10. Accessory Control Power Voltage: Integrally mounted, self-powered 120-V ac.

2.5 ENCLOSURES

A. Enclosed Switches and Circuit Breakers: NEMA AB 1, NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed location.

1. Indoor, Dry and Clean Locations: NEMA 250, Type 1.
2. Outdoor Locations: NEMA 250, Type 3R.
3. Kitchen Areas: NEMA 250, Type 4X, stainless steel.
4. Other Wet or Damp, Indoor Locations: NEMA 250, Type 4.
5. Indoor Locations Subject to Dust, Falling Dirt, and Dripping Non-corrosive Liquids: NEMA 250, Type 12.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with 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. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.

B. Comply with mounting and anchoring requirements specified in Section 26 05 48.

C. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.

D. Install fuses in fusible devices.

E. Comply with NECA 1.

3.3 IDENTIFICATION

A. Comply with requirements in Section 26 05 53.

1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
2. Label each enclosure with engraved metal or laminated-plastic nameplate.

3.4 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.

B. Acceptance Testing Preparation:

1. Test insulation resistance for each enclosed switch and circuit breaker, component, connecting supply, feeder, and control circuit.
2. Test continuity of each circuit.

C. Tests and Inspections:

1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
3. Perform the following infrared scan tests and inspections and prepare reports:

   a. Initial Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each enclosed switch and circuit breaker. Remove front panels so joints and connections are accessible to portable scanner.
   b. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each enclosed switch and circuit breaker 11 months after date of Substantial Completion.
   c. Instruments and Equipment: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.

4. Test and adjust controls, remote monitoring, and safeties. Replace damaged and malfunctioning controls and equipment.

D. Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.

E. Prepare test and inspection reports, including a certified report that identifies enclosed switches and circuit breakers and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.5 ADJUSTING

A. Adjust moving parts and operable components to function smoothly, and lubricate as recommended by manufacturer.

B. Set field-adjustable circuit-breaker trip ranges as specified in Section 26 05 73.

END OF SECTION

THIS PAGE LEFT BLANK INTENTIONALLY

SECTION 265100

INTERIOR LIGHTING

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 SECTION INCLUDES

A. Interior lighting fixtures, lamps, and ballasts.

B. Exit signs.

C. Lighting fixture supports.

1.3 RELATED SECTIONS

A. Section 26 09 23 - Lighting Control Devices: Automatic control of lighting, including time switches, photoelectric relays, occupancy sensors, and multi-pole lighting relays and contactors.

B. Section 26 27 26 - Wiring Devices: Dimming for LED lamps.

1.4 DEFINITIONS

A. BF: Ballast factor.

B. CCT: Correlated color temperature.

C. CRI: Color-rendering index.

D. HID: High-intensity discharge.

E. LED: Light Emitting Diode

F. LER: Luminaire efficacy rating.

G. Lumen: Measured output of lamp and luminaire, or both.

H. Luminaire: Complete lighting fixture, including ballast housing if provided.

1.5 SUBMITTALS

A. Submit under provisions of Section 01 33 00.

B. Product Data: For each type of lighting fixture, arranged in order of fixture designation. Include data on features, accessories, finishes, and the following:

1. Physical description of lighting fixture including dimensions.
2. Ballast, including BF.
3. Energy-efficiency data.
4. Life, output (lumens, CCT, and CRI), and energy-efficiency data for lamps.
5. Photometric data and adjustment factors based on laboratory tests, complying with IESNA Lighting Measurements Testing & Calculation Guides, of each lighting fixture type. The adjustment factors shall be for lamps, ballasts, and accessories identical to those indicated for the lighting fixture as applied in this project.

   a. Testing Agency Certified Data: For indicated fixtures, photometric data shall be certified by a qualified independent testing agency. Photometric data for remaining fixtures shall be certified by manufacturer.
   b. Manufacturer Certified Data: Photometric data shall be certified by a manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.

C. Shop Drawings: For nonstandard or custom lighting fixtures. Include plans, elevations, sections, details, and attachments to other work.

1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
2. Wiring Diagrams: For power, signal, and control wiring.

D. Installation instructions.

E. Qualification Data: For qualified agencies providing photometric data for lighting fixtures.

F. Product Certificates: For each type of ballast for bi-level and dimmer-controlled fixtures, from manufacturer.

G. Field quality-control reports.

H. Operation and Maintenance Data: For lighting equipment and fixtures to include in emergency, operation, and maintenance manuals.

1. Provide a list of all lamp types used on project; use ANSI and manufacturers' codes.

I. Warranty: Sample of special warranty.

1.6 QUALITY ASSURANCE

A. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by manufacturers' laboratories that are accredited under the National Volunteer Laboratory Accreditation Program for Energy Efficient Lighting Products.

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.

C. 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.

D. Comply with IEEE C2, "National Electrical Safety Code."

E. Testing: LED array and driver required to have LM80 testing data and complete fixture to have LM79 data.

F. Any substitutions must include a lighting analysis to demonstrate equal lighting levels and uniformity.

1.7 COORDINATION

A. Coordinate layout and installation of lighting fixtures and suspension system with other construction that penetrates ceilings or is supported by them, including HVAC equipment, fire-suppression system, and partition assemblies.

1.8 EXTRA MATERIALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Lamps: 10 for every 100 of each type and rating installed. Furnish at least one (1) of each type.
2. Plastic Diffusers and Lenses: One (1) for every 100 of each type and rating installed. Furnish at least one (1) of each type.
3. Ballasts: One (1) for every 100 of each type and rating installed. Furnish at least one (1) of each type.
4. Globes and Guards: One (1) for every 20 of each type and rating installed. Furnish at least one (1) of each type.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Products: Subject to compliance with requirements, provide product indicated on Drawings.

2.2 GENERAL REQUIREMENTS FOR LIGHTING FIXTURES AND COMPONENTS

A. Recessed Fixtures: Comply with NEMA LE 4 for ceiling compatibility for recessed fixtures.

B. Fluorescent Fixtures: Comply with UL 1598. Where LER is specified, test according to NEMA LE 5 and NEMA LE 5A as applicable.

C. LED Fixtures:

1. All fixtures shall be complete with drivers, bezel optical system, printed circuit board, housing, hangars, supports, etc.
2. All fixtures shall be UL Listed.
3. Colors shall be standard colors as supplied by the manufacturer, unless otherwise noted by the owner and the architect.

D. Metal Parts: Free of burrs and sharp corners and edges.

E. Sheet Metal Components: Steel unless otherwise indicated. Form and support to prevent warping and sagging.

F. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position.

G. Diffusers and Globes:

1. Acrylic Lighting Diffusers: 100 percent virgin acrylic plastic. High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.

   a. Lens Thickness: At least 0.125-inch minimum unless otherwise indicated.
   b. UV stabilized.

2. Glass: Annealed crystal glass unless otherwise indicated.

H. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps and ballasts. Labels shall be located where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.

1. Label shall include the following lamp and ballast characteristics:

   a. "USE ONLY" and include specific lamp type.
   b. Lamp diameter code (T-4, T-5, T-8, T-12, etc.), tube configuration (twin, quad, triple, etc.), base type, and nominal wattage for fluorescent and compact fluorescent luminaires.
   c. Lamp type, wattage, bulb type (ED17, BD56, etc.) and coating (clear or coated) for HID luminaires.
   d. Start type (preheat, rapid start, instant start, etc.) for fluorescent and compact fluorescent luminaires.
   e. ANSI ballast type (M98, M57, etc.) for HID luminaires.
   f. CCT and CRI for all luminaires.

I. Electromagnetic-Interference Filters: Factory installed to suppress conducted electromagnetic interference as required by MIL-STD-461E. Fabricate lighting fixtures with one (1) filter on each ballast indicated to require a filter.

2.3 BALLASTS FOR LINEAR FLUORESCENT LAMPS

A. General Requirements for Electronic Ballasts:

1. Comply with UL 935 and with ANSI C82.11.
2. Designed for type and quantity of lamps served.
3. Ballasts shall be designed for full light output unless another BF, dimmer, or bi-level control is indicated.
4. Sound Rating: Class A.
5. Total Harmonic Distortion Rating: Less than 10 percent.
6. Transient Voltage Protection: IEEE C62.41.1 and IEEE C62.41.2, Category A or better.
7. Operating Frequency: 42 kHz or higher.
8. Lamp Current Crest Factor: 1.7 or less.
9. BF: 0.88 or higher.
10. Power Factor: 0.95 or higher.
11. Parallel Lamp Circuits: Multiple lamp ballasts shall comply with ANSI C82.11 and shall be connected to maintain full light output on surviving lamps if one (1) or more lamps fail.

B. Luminaires controlled by occupancy sensors shall have programmed-start ballasts.

C. Electronic Programmed-Start Ballasts for T5 and T8 Lamps: Comply with ANSI C82.11 and the following:

1. Lamp end-of-life detection and shutdown circuit for T5 diameter lamps.
2. Automatic lamp starting after lamp replacement.

D. Electromagnetic Ballasts: Comply with ANSI C82.1; energy saving, high-power factor, Class P, and having automatic-reset thermal protection.

1. Ballast Manufacturer Certification: Indicated by label.

E. Single Ballasts for Multiple Lighting Fixtures: Factory wired with ballast arrangements and bundled extension wiring to suit final installation conditions without modification or rewiring in the field.

F. Ballasts for Low-Temperature Environments:
1. Temperatures Minus 20 Degrees F and Higher: Electromagnetic type designed for use with indicated lamp types.

G. Ballasts for Low Electromagnetic-Interference Environments: Comply with 47 CFR 18, Ch. 1, Subpart C, for limitations on electromagnetic and radio-frequency interference for consumer equipment.

H. Ballasts for Dimmer-Controlled Lighting Fixtures: Electronic type.

1. Dimming Range: 100 to five (5) percent of rated lamp lumens.
2. Ballast Input Watts: Can be reduced to 20 percent of normal.
3. Compatibility: Certified by manufacturer for use with specific dimming control system and lamp type indicated.
4. Control: Coordinate wiring from ballast to control device to ensure that the ballast, controller, and connecting wiring are compatible.

I. Ballasts for Bi-Level Controlled Lighting Fixtures: Electronic type.

1. Operating Modes: Ballast circuit and leads provide for remote control of the light output of the associated lamp between high- and low-level and off.

   a. High-Level Operation: 100 percent of rated lamp lumens.
   b. Low-Level Operation: 30 percent of rated lamp lumens.

2. Ballast shall provide equal current to each lamp in each operating mode.
3. Compatibility: Certified by manufacturer for use with specific bi-level control system and lamp type indicated.

J. Ballasts for Tri-Level Controlled Lighting Fixtures: Electronic type.

1. Operating Modes: Ballast circuit and leads provide for remote control of the light output of the associated lamp between high- and low-level and off.

   a. High-Level Operation: 100 percent of rated lamp lumens.
   b. Low-Level Operation: 30 and 50 percent of rated lamp lumens.

2. Ballast shall provide equal current to each lamp in each operating mode.
3. Compatibility: Certified by manufacturer for use with specific tri-level control system and lamp type indicated.

2.4 BALLASTS FOR COMPACT FLUORESCENT LAMPS

A. Description: Electronic-programmed rapid-start type, complying with UL 935 and with ANSI C 82.11, designed for type and quantity of lamps indicated. Ballast shall be designed for full light output unless dimmer or bi-level control is indicated:

1. Lamp end-of-life detection and shutdown circuit.
2. Automatic lamp starting after lamp replacement.
3. Sound Rating: Class A.
4. Total Harmonic Distortion Rating: Less than 20 percent.
5. Transient Voltage Protection: IEEE C62.41.1 and IEEE C62.41.2, Category A or better.
6. Operating Frequency: 20 kHz or higher.
7. Lamp Current Crest Factor: 1.7 or less.
8. BF: 0.95 or higher unless otherwise indicated.
9. Power Factor: 0.95 or higher.
10. Interference: Comply with 47 CFR 18, Ch. 1, Subpart C, for limitations on electromagnetic and radio-frequency interference for non-consumer equipment.

2.5 EXIT SIGNS

A. General Requirements for Exit Signs: Comply with UL 924; for sign colors, visibility, luminance, and lettering size, comply with authorities having jurisdiction.

B. Internally Lighted Signs:
   1. Lamps for AC Operation: LEDs, 50,000 hours minimum rated lamp life.

2.6 EMERGENCY LIGHTING UNITS

A. General Requirements for Emergency Lighting Units: Self-contained units complying with UL 924.

   1. Battery: Sealed, maintenance-free, lead-acid type.
   2. Charger: Fully automatic, solid-state type with sealed transfer relay.
   3. Operation: Relay automatically turns lamp on when power-supply circuit voltage drops to 80 percent of nominal voltage or below. Lamp automatically disconnects from battery when voltage approaches deep-discharge level. When normal voltage is restored, relay disconnects lamps from battery, and battery is automatically recharged and floated on charger.
   4. Test Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
   5. LED Indicator Light: Indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.
   6. Wire Guard: Heavy-chrome-plated wire guard protects lamp heads or fixtures.
   7. Integral Time-Delay Relay: Holds unit on for fixed interval of 15 minutes when power is restored after an outage.
   8. Remote Test: Switch in hand-held remote device aimed in direction of tested unit initiates coded infrared signal. Signal reception by factory-installed infrared receiver in tested unit triggers simulation of loss of its normal power supply, providing visual confirmation of either proper or failed emergency response.
   9. Integral Self-Test: Factory-installed electronic device automatically initiates code-required test of unit emergency operation at required intervals. Test failure is annunciated by an integral audible alarm and a flashing red LED.

2.7 FLUORESCENT LAMPS

A. T8 rapid-start lamps, rated 32 W maximum, nominal length of 48 inches, 2800 initial lumens (minimum), CRI 75 (minimum), color temperature 3500 K, and average rated life 20,000 hours unless otherwise indicated.

B. T8 rapid-start lamps, rated 17 W maximum, nominal length of 24 inches, 1300 initial lumens (minimum), CRI 75 (minimum), color temperature 3500 K, and average rated life of 20,000 hours unless otherwise indicated.

C. T5 rapid-start lamps, rated 28 W maximum, nominal length of 45.2 inches, 2900 initial lumens (minimum), CRI 85 (minimum), color temperature 3000 K, and average rated life of 20,000 hours unless otherwise indicated.

D. T5HO rapid-start, high-output lamps, rated 54 W maximum, nominal length of 45.2 inches, 5000 initial lumens (minimum), CRI 85 (minimum), color temperature 4100 K, and average rated life of 20,000 hours unless otherwise indicated.

E. Compact Fluorescent Lamps: 4-Pin, CRI 80 (minimum), color temperature 3500 K, average rated life of 10,000 hours at three (3) hours operation per start, and suitable for use with dimming ballasts unless otherwise indicated.

1. 13 W: T4, double or triple tube, rated 900 initial lumens (minimum).
2. 18 W: T4, double or triple tube, rated 1200 initial lumens (minimum).
3. 26 W: T4, double or triple tube, rated 1800 initial lumens (minimum).
4. 32 W: T4, triple tube, rated 2400 initial lumens (minimum).
5. 42 W: T4, triple tube, rated 3200 initial lumens (minimum).
6. 57 W: T4, triple tube, rated 4300 initial lumens (minimum).
7. 70 W: T4, triple tube, rated 5200 initial lumens (minimum).

2.8 HID LAMPS

A. High-Pressure Sodium Lamps: ANSI C78.42, CRI 21 (minimum), color temperature 1900 K, and average rated life of 24,000 hours, minimum.

1. Dual-Arc Tube Lamps: Arranged so only one (1) of two (2) arc tubes is lighted at one (1) time and, when power is restored after an outage, the cooler arc tube, with lower internal pressure, lights instantly, providing an immediate eight (8) to 15 percent of normal light output.

B. Metal-Halide Lamps: ANSI C78.43, with minimum CRI 65, and color temperature 4000 K.

C. Pulse-Start, Metal-Halide Lamps: Minimum CRI 65, and color temperature 4000 K.

D. Ceramic, Pulse-Start, Metal-Halide Lamps: Minimum CRI 80, and color temperature 4000 K.

E. Low-Pressure Sodium Lamps: ANSI 78.41, CRI 0, and color temperature 1800 K.

2.9 SOLID STATE LIGHTING / LIGHT EMITTING DIODES (LED)

A. All individual LEDs used within a luminaire must be manufactured by a reputable LED manufacturer, such as Cree, Osram Sylvania, Nichia, Philips (Lumileds) or approved equal. LED modules shall be manufactured by Bridgelux, Philips (Fortimo) or Xicato.

B. Testing: All products shall be tested by a Nationally Recognized Testing Laboratory (NRTL) in accordance with IES LM-79 testing methods and shall carry a UL, ETL or CSA label. Fixture manufacturer shall confirm in writing that the LEDs within the fixture will not exceed the maximum temperature to which the LED die was tested using IES LM-80 testing methods.

C. Drive Current, Thermal Management and LED rated Life: Drivers must not over drive the LEDs beyond LED manufacturers recommendations and shall adhere to device manufacturer guidelines, certification programs, and test procedures for thermal management of LEDs within

their fixtures. Drive current and luminaire thermal design must ensure minimum 50,000 hour rated life for the LEDs.

D. Color consistency: All LEDs from the same manufacturer, both within each luminaire and from luminaire to luminaire, must be batch sorted for visual color and brightness consistency. All luminaires of the same type shall be supplied at the same time and shall come from the same batch. Spare luminaires, when required, shall be provided from the same batch.

E. Dimming: Luminaire manufacturer must provide specific data on the means of dimming for coordination of the proper control device (specified elsewhere). Acceptable methods include electronic low voltage dimming and 0-10V 4 wire dimming protocol. Dimming must provide uniform, smooth, full range dimming. LEDs must maintain consistent brightness and color throughout the dimming range.

F. Maintenance: Luminaires must be designed, except where noted otherwise, so that the LED components may be removed from the fixture housing and replaced if required due to the component failure.

G. Technology Upgrades: Supply the newest LED technologies that are available for the specified products when the orders are released, as long as there are no increases in input watts or costs.

2.10 SOLID STATE LIGHTING / LIGHT EMITTING DIODES (LED)

A. All individual LEDs used within a luminaire must be manufactured by a reputable LED manufacturer, such as Cree, Osram Sylvania, Nichia, Philips (Lumileds) or approved equal. LED modules shall be manufactured by Bridgelux, Philips (Fortimo) or Xicato.

2.11 LED DRIVERS

A. Provide line voltage LED product, where available, to eliminate the need for drivers. If the LED product is not available as line voltage, then the LED drivers shall meet the following requirements:

1. Drivers shall have a minimum efficiency of 85%

2. Starting Temperature: -40 degrees C

3. Input Voltage: capable of 120 to 480 (+/- 10%) volt, single phase or as required

4. Power supplies can be UL Class I or II output

5. Surge Protection: The system must survive 250 repetitive strikes of "C Low" (C Low-6kV/1.2 x 50 us) waveforms at 1 minute intervals with less than 10% degradation in clamping voltage. "C Low" waveforms are as defined in IEEE/ANSI C62.41.2-2002, Scenario 1 Location Category C

6. Drivers shall have a Power Factor (PF) of: $\geq$ 0.90

7. Drivers shall have a Total Harmonic Distortion (THD) of: $\leq$ 20%

8. Drivers shall comply with FCC 47 cfr part 18 non-consumer RFI/EMI standards

9. Drivers shall be Reduction of Hazardous Substances (RoHS) compliant (see http://www.rohs.eu/english/index.html)

2.12 LIGHTING FIXTURE SUPPORT COMPONENTS

A. Comply with Section 26 05 29 for channel- and angle-iron supports and nonmetallic channel and angle supports.

B. Single-Stem Hangers: 1/2-inch steel tubing with swivel ball fittings and ceiling canopy. Finish same as fixture.

C. Twin-Stem Hangers: Two (2), 1/2-inch steel tubes with single canopy designed to mount a single fixture. Finish same as fixture.

D. Wires: ASTM A641, Class 3, soft temper, zinc-coated steel, 12 gage.

E. Wires for Humid Spaces: ASTM A580, Composition 302 or 304, annealed stainless steel, 12 gage.

F. Rod Hangers: 3/16-inch minimum diameter, cadmium-plated, threaded steel rod.

G. Hook Hangers: Integrated assembly matched to fixture and line voltage and equipped with threaded attachment, cord, and locking-type plug.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Lighting fixtures:

1. Set level, plumb, and square with ceilings and walls unless otherwise indicated.
2. Install lamps in each luminaire.

B. Temporary Lighting: If it is necessary, and approved by Architect, to use permanent luminaires for temporary lighting, install and energize the minimum number of luminaires necessary. When construction is sufficiently complete, remove the temporary luminaires, disassemble, clean thoroughly, install new lamps, and reinstall.

C. Remote Mounting of Ballasts: Distance between the ballast and fixture shall not exceed that recommended by ballast manufacturer. Verify, with ballast manufacturers, maximum distance between ballast and luminaire.

D. Lay-in Ceiling Lighting Fixtures Supports: Use grid as a support element.

1. Install ceiling support system rods or wires, independent of the ceiling suspension devices, for each fixture. Locate not more than six (6) inches from lighting fixture corners.
2. Support Clips: Fasten to lighting fixtures and to ceiling grid members at or near each fixture corner with clips that are UL listed for the application.
3. Fixtures of Sizes Less Than Ceiling Grid: Install as indicated on reflected ceiling plans or center in acoustical panel, and support fixtures independently with at least two (2) 3/4-inch metal channels spanning and secured to ceiling tees.
4. Install at least one (1) independent support rod or wire from structure to a tab on lighting fixture. Wire or rod shall have breaking strength of the weight of fixture at a safety factor of three (3).

E. Suspended Lighting Fixture Support:

1. Pendants and Rods: Where longer than 48 inches, brace to limit swinging.
2. Stem-Mounted, Single-Unit Fixtures: Suspend with twin-stem hangers.
3. Continuous Rows: Use tubing or stem for wiring at one (1) point and tubing or rod for suspension for each unit length of fixture chassis, including one (1) at each end.
4. Do not use grid as support for pendant luminaires. Connect support wires or rods to building structure.

F. Connect wiring according to Section 26 05 19.

3.2 IDENTIFICATION

A. Install labels with panel and circuit numbers on concealed junction and outlet boxes. Comply with requirements for identification specified in Section 26 05 53.

3.3 FIELD QUALITY CONTROL

A. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery and retransfer to normal.

B. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.

3.4 STARTUP SERVICE

A. Burn-in all lamps that require specific aging period to operate properly, prior to occupancy by Owner. Burn-in fluorescent and compact fluorescent lamps intended to be dimmed, for at least 100 hours at full voltage.

3.5 COMMISSIONING

A. Where indicated in the equipment or commissioning specifications engage a factory-authorized service representative to perform startup service as per functional test sheets and requirements of Sections 01 91 03 and 26 08 00.

B. Complete installation and startup checks and functional tests according to Section 01 91 03 and manufacturer's written instructions.

C. Operational Test: After electrical system has been energized start units to confirm proper unit operation. Rectify malfunctions, replace defective parts with new ones and repeat the start-up procedure.

D. Verify that equipment is installed and commissioned as per requirements of Sections 01 91 03 and 26 08 00 and manufacturer's written instructions/requirements.

3.6 ADJUSTING

A. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting aimable luminaires to suit actual occupied conditions. Provide up to two (2) visits to project during other-than-normal occupancy hours for this purpose. Some of this work may be required after dark.

1. Adjust aimable luminaires in the presence of Architect.

3.7 WARRANTY

A. LED Fixture Warranties: Warrant complete LED systems, including LED's, drivers and all other system components for 3 years minimum against failure, variation in color temperature beyond plus/minus 200K, and depreciation of output below 70%.

END OF SECTION

SECTION 265226

EMERGENCY CALL FOR AID SYSTEM

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 SECTION INCLUDES

A. Pull Cord Switch

B. Visual Lamp with buzzer

C. Transformer

1.3 RELATED SECTIONS

A. Division 26: Electrical wiring requirements.

1.4 SUBMITTALS

A. Submit under provisions of Section 01 33 00.

B. Submit shop drawings for all equipment.

PART 2 - PRODUCTS

2.1 GENERAL

A. Provide a complete system of conduits, wire and cable, outlet boxes and equipment to produce a complete Toilet Emergency Call System.

B. Equipment shall be as follows:

1) Pull Cord - Edwards #6537 or approved equal.

2) Emergency Lamp - Edwards #6536-G5 or approved equal.

3) Transformer - Edwards #592 or approved equal (plug-in type not allowed).

PART 3 - EXECUTION

3.1 GENERAL

A. Flush mount pull cord switch 36” AFF next to toilet.

B. Except as indicated otherwise, semi-flush mount visual/audible device centered above door frame

C. Conceal the transformer and flasher in NEMA 1 metal enclosure above ceiling.

D. Obtain 120V power form local receptacle circuit.

END OF SECTION