



# Project Manual

*For construction contracts greater than \$20,000*

## 051037 - Rehab Lanford Phase II - Exterior

October 1, 2024



Set No. \_\_\_\_



FLYNN | BATTAGLIA



**FREDONIA**

STATE UNIVERSITY OF NEW YORK  
Central Avenue, Fredonia, NY 14063

Project: **051037 – Rehab Lanford Phase II – Exterior**

Date: **October 1, 2024**

Agency/Div. Code: **28180**

Contract No. **TBD**

### Bidding Documents

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4. [Form 7554-10](#) - Bid Bond and Acknowledgement (*required with bid*)
5. Affirmative Action and Minority & Women Owned Business Enterprises from *SUNY Procedure Item #7557 “Participation by Minority Group Members and Women (MWBEs) with Respect to State University of New York Contract” (applies >\$100,000)*
  - a. [Form 7557-121b](#) – MWBE Prospective Bidders Notice
  - b. [Form 7557-107](#) - M/WBE Utilization Plan (*required within seven days of the bid*)
  - c. Contractor’s EEO Policy Statement or [Form 7557-104](#) (*required within 7 days of the bid*)
  - d. [7557-108](#) - M/WBE-EEO Work Plan or EEO Staffing Plan (*required within 7 days of the bid*)

Note: In accordance Procedure Item #7557 MWBE Utilization Plans, EEO policy statements and EEO Work Plans are due within seven days of submittal of the bid.
6. Service Disabled Owned Business Enterprise from *SUNY Procedure Item #7564 “Participation by Service-Disabled Veteran-Owned Business (SDVOBs) with Respect to State University of New York Contracts” (applies >\$100,000)*
  - a. [Form 7564-121b](#) – SDVOB Prospective Bidders Notice
  - b. [Form 7564-107](#) - SDVOB Utilization Plan (*required within seven days of the bid*)

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

7. State Finance Law §§139-j and 139-k from *SUNY Procedure Item #7552 “Procurement Lobbying Procedure for State University of New York” (applies >\$15,000)*
  - a. [Form A](#) - Summary: Policy and Procedure of the State University of New York Relating to State Finance Law §§139-j and 139-k
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### **Notice to Bidders and Newspaper Advertisement**

SUNY Fredonia will receive sealed bids for project number **051037** titled **Lanford Rehab Phase II – Exterior** until **1:00 PM** local time on **November 5, 2024** at the Office of Facilities Planning, located at 140 Hendrix Hall on the SUNY Fredonia campus, where such proposals will be publicly opened and read aloud in the conference room. If mailing a bid, please mail to: SUNY Fredonia, Office of Facilities Planning, 280 Central Avenue, Fredonia, NY 14063 ((do not use 140 Hendrix Hall, as it may be delivered to the dormitory side of the building and delivery unnecessarily delayed).

All work on this Contract is to be completed by **August 31, 2025**.

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

***SUNY Fredonia, Facilities Planning Department; 140 Hendrix Hall***

***Consultant's Office: Flynn Battaglia Architects, DPC, 617 Main Street, Suite 401, Buffalo, NY 14203***

***Plan Room: Southern Tier Builders Association, Inc., 65 East Main Street, Falconer, NY 14733-1397***

***FREE*** online viewing available at: <http://login.onlineplanservice.com/SP/code.aspx>

Password: NYBX24-04503-051037

***Plan Room: Dodge Data & Analytics – Subscribers Only: Online viewing available at:***

[www.construction.com](http://www.construction.com)

***Plan Room: Construction Market Data (CMD Group) – Subscribers Only: Online viewing available at: [www.cmdgroup.com](http://www.cmdgroup.com)***

Complete sets of Contract Documents for bidding may be obtained from: Gretchen Fronczak, Capital Project Assistant at Facilities Planning, located at 140 Hendrix Hall on the Fredonia campus. If mailing a deposit check, please use the following address: SUNY Fredonia, Office of Facilities Planning, 280 Central Avenue, Fredonia, NY 14063.

Section 143 of the State Finance Law requires payment of a deposit to receive these documents.

Accordingly, a deposit check (**\$49 for printed set OR \$25 for electronic copy**), made payable to **SUNY Fredonia**, is required. Deposits less than \$50.<sup>00</sup> are nonrefundable. Deposits will be waived for certified Minority and Women Owned and Service-Disabled Veteran Owned Businesses.

A pre-bid meeting and project walk-through will be held on **October 22, 2024 at 1:00 PM** with all contractors assembled in the **English Reading Room located in Room # 127 in Fenton Hall on the Fredonia campus**. If attendance at the above is impossible, an alternate meeting may be arranged by prior contact with the project manager; said alternate meeting must be completed no later than **October 30, 2024**; therefore, contractors must plan accordingly and allow sufficient time when scheduling the meeting since all alternate meetings will be accommodated as the project manager's

schedule will allow and cannot be guaranteed. Please note that attendance at a pre-bid meeting and project walk-through **has been deemed mandatory** for all potential bidders on this project. All potential bidders are advised that they must sign a "Pre-Bid Site Visit Meeting Log-In Sheet" to verify that they have complied with this requirement. Failure to fulfill this requirement will disqualify the contractor's bid. Failure to attend a walk-through shall not be the cause for extra payment. Note that the deadline for all RFIs is 1:00 PM on **October 30, 2024**.

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

It is the policy of the State of New York and the State University of New York to encourage minority business enterprise participation in this project by contractors, subcontractors and suppliers, and all bidders are expected to cooperate in implementing this policy. For inquiries related specifically to Minority Women-Owned Business Enterprises (MWBE) & Service-Disabled Veteran-Owned Business (SDVOB) provisions of this procurement solicitation, the designated contact is: Gretchen Fronczak, Capital Project Assistant at Facilities Planning; Phone: (716) 673-3722; Email: [Gretchen.Fronczak@fredonia.edu](mailto:Gretchen.Fronczak@fredonia.edu). The MWBE Goals for this project are **18.9%** for Certified Minority-Owned Business Enterprises (MBE) and **11.1%** for Certified Women-Owned Business Enterprises (WBE) for an overall MWBE Goal of **30%**. The Service-Disabled Veteran-Owned Business (SDVOB) Goal for this project is **6%**.

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

Solicitation & Contractual Questions: Gretchen Fronczak, Capital Project Assistant at Facilities Planning; Phone: (716) 673-3722; Email: [Gretchen.Fronczak@fredonia.edu](mailto:Gretchen.Fronczak@fredonia.edu)

Technical Questions (Project Manager): Markus Kessler, Director of Facilities Planning; Phone: (716) 673-3722; Email: [Markus.Kessler@fredonia.edu](mailto:Markus.Kessler@fredonia.edu)

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

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

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## **INFORMATION FOR BIDDERS**

### **Section 1 Definitions**

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

### **Section 2 Issuance of Bidding and Contract Documents**

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

### **Section 3 Proposals**

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

- (7) Bids may be modified, withdrawn or canceled only in writing or by email notice received by the University prior to the time of opening of bids designated in the Bidding and Contract Documents. A written or email notice of modification, withdrawal or cancellation shall be marked by the bidder with the name and address of the bidder, the title of the Project and the Project number. Upon receipt by the University a duly authorized employee of the University, who shall note thereon the date and time of receipt and shall thereupon attach said written or email notice of modification, withdrawal or cancellation to the envelope submitted by the bidder pursuant to subdivision (1) of this
- (8) Permission will not be given to modify, explain, withdraw or cancel any Proposal or part thereof after the time designated in the Bidding and Contract Documents for the opening of bids, unless such modification, explanation, withdrawal or cancellation is permitted by law and the University is of the opinion that it is in the public interest to permit the same.

#### **Section 4 Examination of Bidding and Contract Documents**

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

#### **Section 5 Computation of Bid**

- (1) In computing their bids, bidders are not to include the sales and compensating use taxes of the State of New York or of any city and county in the State of New York for any supplies or materials which are incorporated into the completed Project as the University is exempt from such taxes.
- (2) Unit prices may be inserted in the Proposal by the University or the bidder at the discretion of the University. Any unit prices listed in the Proposal by the University are based upon the Consultant's appraisal of a fair cost for the work involved. Such listed prices will be binding upon both the bidder and the University unless the bidder wishes to change any of such unit prices

by crossing out the listed unit price and inserting a revised unit price. Such revised unit price shall not be binding upon the University unless it accepts the same, in writing, before it issues a Notice of Award. In the event the Proposal contains blank spaces for unit prices or the bidder revises any stated unit price, the amount of such unit prices for additions shall not vary by more than 15 percent from the prices inserted by the bidder for deductions, and, if the variance of such prices exceeds 15 percent, the University may adjust the deduction price inserted by the bidder so that it is only 15 percent lower than the addition price inserted by the bidder. In addition, the University may adjust any unit price filled in by a bidder to an amount agreeable to both the bidder and the University or it may reject any unit prices.

- (3) Alternates, if any, listed in the Proposal shall be accepted in the order indicated and will be used in combination with the Base Bid to determine the low bidder. Unit prices will not be used to determine the low bidder.
- (4) If a tie bid should occur the University reserves the right to use one of the following methods to determine the successful bidder. For tie bids between two contractors the University representative shall flip a coin, both affected contractors must be present for the coin toss. For tie bids between three or more contractors the University representative shall pull names from a bowl, hat or other container. The affected contractors must be present for the drawing.

## **Section 6 Payment of Bid Security**

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

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

## Section 7 Qualifications of Bidders

- (1) A bidder must demonstrate, to the satisfaction of the University, that it has successfully completed three (3) contracts similar in size, scope and complexity to this contract within the last five (5) years.
- For scope and complexity, similar work is defined as **roofing, historic preservation, phased renovation of occupied building, window replacement, door replacement and related construction, electrical upgrades, site utility upgrades, demolition and lead paint abatement** work, of as further described in the General Requirements, Description of Work.
  - The determination of relevant contract experience in terms of size, scope and complexity will be at the sole discretion of the University.
  - The above three projects shall be submitted on Attachment A of the Proposal (Form 7554-07), "List of Completed Similar Construction Projects" (the List). If the List is not provided or is missing information, and/or is found to have erroneous information or information that is no longer current, a Proposal may be rejected as not responsive. If requested by the University, the bidder may be permitted to add missing information, modify and/or explain erroneous information or information that is no longer current on the List. Modifications and/or explanations of the List must be received within 48 hours of receipt of the University's request.
- (2) All prospective bidders must demonstrate to the satisfaction of the University that they have the skill and experience, as well as the necessary facilities, ample financial resources, ability to manage staff and subcontractors effectively, ability to anticipate and plan construction work for optimal progress, ability to create, strive for and maintain working environments and relationships that are constructive, communicative and cooperative, organization and general reliability to do the work to be performed under the provisions of the Contract in a satisfactory manner and within the time specified.
- (3) Each bidder must demonstrate to the satisfaction of the University that it has working capital available for the Project upon which it is bidding in an amount equal to 15 percent of the first \$100,000 of the amount of its Base Bid plus 10 percent of the next \$900,000 plus 5 percent of the remainder of its Base Bid. Working capital is defined as the excess of current assets over current liabilities. The University defines current assets as assets which can be reasonably expected to be converted into cash within a year, and current liabilities as debts which will have to be paid within a year.
- (4). The University may make such investigation as the University deems necessary to determine the ability of any bidder to perform the Work. Bidders shall furnish to the University all information and data required by the University, including complete financial data, within the



time and in the form and manner required by the University. The University reserves the right to reject any bid if the evidence submitted by or an investigation of such bidder fails to satisfy the University that such bidder is properly qualified to carry out its obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

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

## Section 8 Submission of Post-Bid Information

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

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

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

The paper format CCA-2 and accompanying definitions are available on the OSC website at the following location: [http://www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us/vendrep/forms_vendor.htm)

- b. A working plan and schedule showing clearly, in sequence and time-scale, all significant activities of the work. The working plan and schedule shall be in the form of suitable charts, diagrams or bar graphs and shall be based on the Contractor's logic and time estimates for the anticipated time of commencement and completion of the work and its significant phases and activities and the interrelationship between such significant activities and other items pertinent to the work. This requirement is in addition to and not a substitute for the schedule requirements of section 3.02 (Time Progress Schedule) of the Agreement. Although the working plan and schedule submitted shall not be used in determining the lowest responsible bidder, failure to submit the working plan and schedule may result in the rejection of the Proposal as not responsive.
- c. The names and addresses of the bidder's proposed subcontractor for the Asbestos Abatement work of any value, and proposed subcontractors for Electrical Work, the Heating, Ventilating and Air-Conditioning Work and the Plumbing Work for each of said work categories valued at \$100,000 or more.

- i. For each proposed subcontractor named, provide a completed “List of Completed Similar Construction Projects (the List).” If the List is not provided or is missing information, and/or is found to have erroneous information or information that is no longer current, a proposed subcontractor may be rejected. If requested by the University, the bidder may be permitted to add missing information, modify and/or explain erroneous information or information that is no longer current on the List; modifications and/or explanations of the List must be received promptly after receipt of the University’s request.
- ii. Only one proposed subcontractor should be named for each of such trades. Proposed subcontractors of the bidder may not be changed except with the specific written approval of the University.
- iii. The naming of the bidder itself for any of such work is not acceptable and may result in rejection of the bidder unless the bidder can demonstrate to the University that it has successfully completed or substantially completed three (3) contracts similar in size, scope and complexity for the designated work within the last five (5) years. The determination of relevant contract experience in terms of size, scope and complexity will be at the sole discretion of the University.
- iv. The bidder will be required to establish, to the satisfaction of the Consultant and the University, the reliability and responsibility of each of their said proposed subcontractors to furnish and perform the work described in the sections of the Specifications pertaining to each of such proposed subcontractors’ respective trades. By submission of the “List of Completed Similar Construction Projects,” a proposed subcontractor must be able to demonstrate that they have successfully completed or substantially completed three (3) contracts similar in size, scope and complexity for the designated work within the last five (5) years. The determination of relevant contract experience in terms of size, scope and complexity will be at the sole discretion of the University.
- v. For each of the proposed subcontractors, the bidders must submit to the University, within seven (7) calendar days after the bid opening, evidence of a completed New York State Uniform Contracting Questionnaire (Vendor Responsibility Questionnaire For-Profit Construction (CCA-2)). Either email confirmation that the subcontractor’s CCA-2 is current and certified in the New York State VendRep System (VendRep) within the last six months from the bid date, or deliver a certified paper format CCA-2, including all attachments, to the University.
- vi. In the event that the University and the Consultant reject any of said proposed subcontractors, the bidder, within two (2) working days after receipt of notification of such rejection, shall again submit to the University and the Consultant the name of another proposed subcontractor in place of the one rejected and it will be required to establish to the satisfaction of the University and the Consultant the reliability and responsibility of said proposed subcontractor; When naming another proposed subcontractor, the bidder must promptly submit the proposed subcontractor’s completed “List of Completed Similar Construction Projects” and their completed

## CCA-2.

- vii. The bidder will not be permitted to submit another proposed subcontractor if it designated itself for any of the aforesaid categories of work.
  - viii. Proposed subcontractors of the bidder, approved by the University and the Consultant, must be used on the work for which they were proposed and approved and they may not be changed except with the specific written approval of the University.
  - d. A breakdown of the amount of the bidder's Proposal. Such breakdown shall be prepared in accordance with industry standards. No bidder shall be barred from revising, in the Contract breakdown required under the provisions of Section 4.08 of the Agreement, the various amounts listed in the bid breakdown required under the provisions of this Section. The amount set forth in said bid breakdown will not be considered as fixing the basis for additions to or deductions from the Contract consideration.
- (2) Except for Contracts of \$100,000 or less, within seven (7) calendar days after the opening of bids, unless otherwise directed by the University, the three low bidders shall submit to the University for its approval, a Minority and Women-owned Business Enterprise Utilization Plan ([Form 7557-107](#)).
- (3) Except for contracts of \$100,000 or less, within seven (7) calendar days after the opening of bids, the three low bidders shall submit to the University for its approval, an Equal Employment Opportunity Statement and EEO Staffing Plan ([Form 7557-108](#)) to ensure equal employment opportunities without discrimination because of race, creed, color, sex or national origin. Such Statement and plan should demonstrate the bidder's intent to comply with the provisions of Article VI of the Agreement. The EEO plan should include the methods that the bidder will use to address nondiscrimination and affirmative action so that minorities and women will be included in the work force. The Equal Employment Opportunity ("EEO") Policy Statement that shall contain, but not necessarily be limited to, a provision that the bidder, as a precondition to entering into a valid and binding Contract with the University, shall during the performance of the Contract, agree to the following:
- a. It will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group membership and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on the Contract.
  - b. It shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
  - c. At the request of the University, it shall request each employment agency, labor union or

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

- d. After the award of the contract, it shall submit to the University a work force utilization report, in a form and manner required by the University, of the work force actually utilized on the Contract, broken down by specified ethnic background, gender and Federal occupational categories or other appropriate categories specified by the University.
- (4) The above information and such other information as the University or the Consultant may request or obtain will be used by the University in determining the reliability and responsibility of the bidder and any proposed subcontractors. Each bidder must comply promptly with all requests by the University and the Consultant for information and must actively cooperate with the University and the Consultant in their efforts to determine the qualifications of the bidder and any proposed subcontractors. Failure to comply with the latter may result in the rejection of the Proposal as not responsive. All information required to be furnished to the University under this Section shall be sent to the State University at {insert address or email address}.

## **Section 9 Award of Contract**

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

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

- (2) The right is reserved, if, in the University's judgment, the public interest will be promoted thereby, to reject any or all Proposals, to waive any informality in any Proposal received or to afford any bidder an opportunity to remedy any deficiency resulting from a minor informality or irregularity. Without limiting the generality of the foregoing:
  - a. A Proposal may be rejected as not responsive if the bidder fails to furnish the required bid security or to submit the data required with or after its Proposal and this Information for Bidders.
  - b. A Proposal may be rejected as not responsive if the bidder cannot show to the

satisfaction of the University: (i) that it has the necessary qualifications and capital; or (ii) that it owns, controls or can procure the necessary plant and equipment to commence the work at the time prescribed in the Contract and thereafter to prosecute and complete the work at the rate, or within the time specified; or (iii) that it is not already obligated by the performance of so much other work as is likely to delay the commencement, prosecution or completion of the work contemplated by the Contract.

- c. A Proposal will be rejected as not responsive if it does not provide for the completion of the work by the date of completion specified in the Proposal.
- (3) The University also expressly reserves the right to reject any Proposal as not responsive if, in its opinion, considering the work to be performed, the facts, as to the bidder's business or technical organization, plant, financial and other sources of business experience compared with the work bid upon, justify rejection.
- (4) The award of the Contract shall not be construed as a guarantee by the University that the plant, equipment and the general scheme of operations and other data submitted by the bidder with or after its Proposal is either adequate or suitable for the satisfactory performance of the work.

## **Section 10 Required Bonds and Insurance**

- (1) Unless otherwise agreed to by the University, within ten (10) working days after the receipt of Letter of Intent, the Contractor shall procure, execute and deliver to the University and maintain, at its own cost and expense:
  - a. A Performance Bond and a Labor and Material Bond, both of which bonds shall be on the form prescribed by the University and in an amount not less than 100 percent of the total amount of the Contract awarded to the Contractor by the University said bonds must be issued by a surety company approved by the University and authorized to do business in the State of New York as a surety.
  - b. Attorneys-in-fact who execute said Bonds on behalf of a surety must affix thereto a certified and effectively dated copy of their power of appointment.
- (2) Prior to the commencement of work the Successful Bidder will provide, at its sole cost and expense, Certificates of Insurance in accordance with Section 5.06 and 5.07 of the Construction Agreement, which shall remain in force throughout the term of the agreement, or any extension thereof.
- (3) Insurance shall be in accordance with the limits set forth in Schedule A of the Construction Agreement.
- (5) A 120-day schedule
  - a. After receipt of the Letter of Intent but before receipt of the Contract is Awarded, the Contractor, unless otherwise directed by the University, shall update the working plan and schedule previously submitted in accordance with the Information for Bidders to

define the contractor's planned operations during the first 120 days and submit it to the University and the Consultant for their acceptance. The updated working plan and schedule shall be in the form of suitable charts, diagrams or bar graphs and shall be based on the Contractor's logic and time estimates. When updated, such plan and schedule shall be sufficiently detailed to show clearly, in sequence, all salient features of the work of each trade including: the anticipated time of commencement and completion of such work and the interrelationship between such work, submission of Shop Drawings and Samples for approval, approval of Shop Drawings and Samples, placing of orders of materials, fabrication and delivery of materials, installation and testing of materials, contiguous or related work under other contracts, and other items pertinent to the work. The Notice to Proceed may be withheld until this schedule is received and is deemed responsive to the project requirements.

- b. After Contract Award, but before processing second progress payment application, the Contractor, unless otherwise directed by the University, shall submit to the University and the Consultant for their acceptance its proposed working plan and project time schedule for all the work covered by the Contract, and shall include activities for preparation and submission of all Shop Drawings and Samples. Said proposed working plan and schedule shall be prepared in accordance with the form and requirements set forth in the preceding paragraph.

## Section 11 Minority and Women-Owned Business Enterprises

- (1) Pursuant to New York State Executive Law Article 15-A, the University recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified Minority and Women-Owned Business Enterprises and the employment of minority group members and women in the performance of University contracts.
- (2) For purposes of this solicitation, the University hereby establishes an overall goal of **30%** for MWBE participation, **18.9%** for Minority-Owned Business Enterprises ("MBE") participation and **11.1%** for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). For additional information please refer to the MWBE requirements outlined in the Prospective Bidders Notice ([Form 7557-121b](#)) and Exhibit A-1.
- (3) For guidance on how the University will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.
- (4) Please note the forms identified in the Prospective Bidders Notice ([Form 7557-121b](#)) must be submitted within seven days of the bid opening. Required forms include the MWBE-EEO Policy Statement ([Form 7557-104](#) or equivalent), the MWBE Utilization Plan ([Form 7557-107](#)) and the EEO Staffing Plan ([Form 7557-108](#)).
- (5) Upon contract award and prior to contract execution the selected awardee will enter its Statewide Utilization Management Plan (SUMP) and document its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence through the New York State Contract System, which can be viewed at: <http://ny.newnycontracts.com>, provided however, that the selected awardee may arrange to provide such evidence via a non-electronic method by



contacting the SUNY Office of Diversity, Equity, and Inclusion.

- (6) Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to the University. The University will review the submitted MWBE Utilization Plan and advise the Bidder of the University's acceptance or issue a notice of deficiency within 30 days of receipt.
- (7) If a notice of deficiency is issued, Awardee agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to SUNY [address phone and fax information], a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by SUNY to be inadequate, SUNY shall notify the Awardee and direct the Awardee to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on [Form 7557-114](#). Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

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

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

## **Section 12 Equal Employment Opportunity Requirements**

- (1) Pursuant to Article 15 of the Executive Law (the "Human Rights Law"), and all other State and Federal statutory and constitutional non-discrimination provisions, the Bidder will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, national origin, military status, sexual orientation, gender identity or expression, age, disability, predisposing genetic characteristics, domestic violence victim status, familial status or marital status. The Bidder shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. The Bidder will state in all solicitations or advertisements for employees that, in the performance of this Contract, all qualified applicants will be afforded equal employment opportunities without discrimination.
- (2) The Bidder will undertake, or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and, if awarded a Contract pursuant to this solicitation, will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force during its legal engagement with SUNY.
- (3) By submission of a bid or proposal in response to this solicitation, the Bidder agrees with all of the terms and conditions of SUNY Exhibit A including Clause 12 - Equal Employment Opportunities for Minorities and Women and acknowledges that, if the Bidder is awarded a Contract, The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except



where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

- (4) The Bidder further agrees, where applicable, to submit with the bid a staffing plan ([Form 7557-108](#)) identifying the anticipated work force to be utilized on the Contract and, if awarded a Contract, will, upon request, submit to SUNY a workforce utilization report identifying the workforce actually utilized on the Contract if known. Forms are available in SUNY Procurement Policies and Procedures Document 7557 online at: [http://www.suny.edu/sunypp/documents.cfm?doc\\_id=611](http://www.suny.edu/sunypp/documents.cfm?doc_id=611).

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

### **Section 13 Executive Order 162 (EO162)**

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

### **Section 14 Executive Order 177 (EO177)**

- (1) The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status.
- (2) The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.
- (3) Generally, the Human Rights Law applies to: (i) all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances

of discrimination or harassment; (ii) employers with fewer than four employees in all cases involving sexual harassment; and (iii) any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

- (4) In accordance with Executive Order No. 177, prior to contract award, selected Awardee must submit a certification that it does not have institutional policies or practices that fail to address harassment and discrimination as described above. SUNY is electing to obtain the certification with the bid documents to avoid unnecessary delay in the contract award process. All Bidders must sign and submit the certification attached to this IFB, SUNY [Form 7554-20](#).

## **Section 15 Service-Disabled Veteran Owned Business Enterprises**

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

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

- (1) New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.
- (2) Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.
- (3) Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the

public sector programs that are supported by associated procurements.

- (4) Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.
- (5) Information on the availability of New York State subcontractors and suppliers is available from: New York State Department of Economic Development, Procurement Assistance Unit, One Commerce Plaza, Albany, New York 12245, Phone: (518) 474-7756, Fax: (518) 486-7577.

### Section 17 Single Contract Responsibility

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

### Section 18 Examination of Site and Conditions of Work

- (1) A pre-bid meeting and project walk-through will be held on **October 22, 2024 at 1:00 PM** with all contractors assembled in the **English Reading Room located in Room # 127 in Fenton Hall on the Fredonia campus**. If attendance at the above is impossible, an alternate meeting may be arranged by prior contact with the project manager; said alternate meeting must be completed no later than **October 30, 2024**; therefore, contractors must plan accordingly and allow sufficient time when scheduling the meeting since all alternate meetings will be accommodated as the project manager's schedule will allow and cannot be guaranteed. Please note that attendance at a pre-bid meeting and project walk-through **has been deemed mandatory** for all potential bidders on this project. All potential bidders are advised that they must sign a "Pre-Bid Site Visit Meeting Log-In Sheet" to verify that they have complied with this requirement. Failure to fulfill this requirement will disqualify the contractor's bid. Failure to attend a walk-through shall not be the cause for extra payment.
- (2) Each bidder must inform itself fully of the conditions relating to the construction of the project and the employment of labor on the project. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of their contract. To the extent possible, the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

### Section 19 General Terms and Conditions

- (1) The following items will be incorporated into, and made part of, the formal agreement: (1) the University's Invitation for Bid; (2) the Successful Bidder's proposal; (3) Exhibit A, Standard Contract Clauses; (4) Exhibit A-1, Affirmative Action Clauses; and, (5) Forms A and B Procurement Lobbying Forms.

- (2) In the event of any inconsistency in or conflict among the document elements of the agreement described above, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order: (1) Exhibits A and A-1; (2) Forms A and B Procurement Lobbying Forms, (3) the Agreement; (4) this IFB; and (5) the Successful Bidder's proposal.

### **Section 19.1 Vendor Debriefing and Contract Award Protest Procedure**

- (1) Upon being notified of their unsuccessful bids, unsuccessful bidders may request in writing a debriefing within 15 calendar days of such notice. The 15 day period starts once unsuccessful bidders are notified. Once a request is made by the bidder, the University must schedule a debriefing within a reasonable time of such request. Unless the campus and bidder mutually agree to use another method such as by telephone, video conference or another type of electronic communication the debriefing must be conducted in person with the bidder.
- (2) This procurement is subject to SUNY Procedure Item 7561, Contract Award Protest Procedure.

### **Section 19.2 Proposal Confidentiality**

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

### **Section 19.3 Information Security Breach and Notification Act**

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

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

- (1) State Finance Law §§139-j and 139-k imposes certain restrictions on communications

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

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

### **Section 19.5 State Finance Law §§ 139-I**

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

### **Section 20 Additional Terms and Conditions**

- (1) The terms and conditions of the State University of New York Construction Agreement (Form

7554-09) shall apply and is provided as an attachment to this IFB.

- (2) The resulting agreement shall be binding upon its execution by both parties and, if required by New York State law, upon the approval of the Attorney General and the Office of the State Comptroller.
- (3) The agreement may be revised at any time upon mutual consent of the parties in writing. Such written consent will not be effective until signed by both parties and, if required by New York State law, approved by the Attorney General and the Office of the State Comptroller.
- (4) The relationship of the Successful Bidder to the University shall be that of independent contractor.
- (5) Compliance with the post-employment restrictions of the Ethics in Government Act is required.
- (6) The submission of a proposal constitutes a binding offer to perform and provide said services.
- (7) In the event the Successful Bidder uses partners, subcontracts or subcontractors, the Successful Bidder will remain responsible for compliance with all specifications and performance of all obligations under the contract resulting from this IFB. For the resulting agreement, the Successful Bidder will be the prime contractor.
- (8) The University will not be liable for any costs associated with the preparation, transmittal, or presentation of any proposals or materials submitted in response to this IFB.
- (9) Public announcements or news releases regarding this IFB or any subsequent award of a contract must not be made by any Bidder without the prior written approval of SUNY.
- (10) The Successful Bidder is responsible for compliance with all applicable rules and regulations pertaining to cities, towns, counties and State where the services are provided, and all other laws applicable to the performance of the resulting contract. The Successful Offeror shall provide all necessary safeguards for safety and protection as set forth by the United States Department of Labor, Occupational Safety and Health Administration.
- (11) The Successful Bidder will be responsible for the work, direction and compensation of its employees, consultants, agents and contractors. Nothing in the resulting agreement or the performance thereof by the Successful Bidder will impose any liability or duty whatsoever on the University including, but not limited to, any liability for taxes, compensation, commissions, Workers' Compensation, disability benefits, Social Security, or other employee benefits for any person or entity.
- (12) In the event the Successful Bidder is required to be reimbursed for travel, Bidder shall be reimbursed at rates not to exceed the current NYS Schedule of Allowable Reimbursable Travel Expenses. Refer to the U.S. Government Administration Rates for Travel at: <http://www.gsa.gov>
- (13) In addition, the University reserves the right to:



- a. Not accept any and all proposals received in response to this IFB, waive requirements or amend this IFB upon notification to all bidders, waive minor irregularities or adjust or correct cost or cost figures with the concurrence of the bidder if mathematical or typographical errors exist.
- b. To terminate any resulting contract for: (1) unavailability of funds; (2) cause; (3) convenience; (4) in the event it is found that the certification filed by the Bidder in accordance with State Finance Law §§139-j and 139-k are found to be intentionally false or intentionally incomplete; and if applicable, the Department of Taxation and Finance Contractor Certification Form ST-220CA was false or incomplete. Upon such finding the University may exercise its termination right by providing written notification to the Bidder in accordance with the written notification terms of the contract.
- c. Request certified audited financial statements for the past three (3) completed fiscal years and/or other appropriate supplementation including, but not limited to, interim financial statements and credit reports.
- d. Contact any or all references.
- e. Request clarifications from Bidders for purposes of assuring a full understanding of responsiveness, and further to permit revisions from all Bidders determined to be susceptible to being selected for contract award, prior to award.
- e. Advise Bidder of any objectionable employee(s) and/or subcontractor(s) and request their removal from the project. Such removal shall not be reasonably withheld by the Bidder.

## **Section 21 Requirements for Construction Activities to Address Public Health or Safety**

- (1) The Bidder agrees it is responsible for complying with any and all requirements issued by federal, state or local entities, including but not limited to New York State Governor Office Executive Orders, New York State Department of Health rules, regulations and guidance, and other New York State or State University of New York laws, rules, regulations or requirements that may be issued and/or amended during the bidding and/or performance of work on this Project.
- (2) With respect to the COVID-19 pandemic, Bidder specifically acknowledges and agrees that the NYS Interim COVID-19 Guidance for Construction Projects is made a part of the contract work for this Project, as set forth in General Requirements. Bidder affirms that all costs and time associated with compliance with the current guidance are included in its bid. The current NYS Interim COVID-19 Guidance for Construction Projects for is available at the following website: <https://forward.ny.gov/industries-reopening-phase#phase-one-construction>. Notwithstanding the foregoing, Bidder agrees to comply with the Guidance as it may be amended or superseded in the future.



NAME OF BIDDER

ADDRESS OF BIDDER

**PROPOSAL**  
**FOR**

Project: **051037 – Rehab Lanford Phase II – Exterior**

Date: \_\_\_\_\_

**TO THE STATE UNIVERSITY OF NEW YORK:**

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

**LIQUIDATED DAMAGES SCHEDULE**

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

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

## 5. BID CALCULATION

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

\$ \_\_\_\_\_  
(in numbers)

\_\_\_\_\_  
(in words)

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

Work or Materials Description	Amount in Words	Amount in Figures

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

\$ \_\_\_\_\_  
(in numbers)

\_\_\_\_\_  
(in words)

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

Alternate Number	Add/Deduct	Amount in Words	Amount in Figures

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

Work or Materials Description	Amount in Words	Amount in Figures

6. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (a) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (b) unless otherwise required by law, the prices have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (c) no attempt has been made or will be made by the bidder to induce any person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

7. The bidder agrees that if awarded the Contract, it will commence work within (10) calendar days after date of receipt of a fully executed Agreement and that it will fully complete the work by the date stated herein.
8. The bidder acknowledges the receipt of the following addenda, but agrees that it is bound by all addenda whether or not listed herein.

Addendum Number

Date

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Addendum Number

Date

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

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

Dated \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Firm's Federal ID Number or  
Social Security Number as applicable \_\_\_\_\_

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

\_\_\_\_\_

By \_\_\_\_\_  
(signature)

Title \_\_\_\_\_

## ACKNOWLEDGMENT FOR THE PROPOSAL

THE LEGAL ADDRESS OF THE BIDDER

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Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

**If a Corporation**

Name	Address
_____ PRESIDENT _____	_____
_____ SECRETARY _____	_____
_____ TREASURER _____	_____

**If a Partnership**

Name of Partners	Address
_____	_____
_____	_____
_____	_____

**If a Joint Venture**

Name of Members	Address
_____	_____
_____	_____
_____	_____

**If an Individual**

Name of Individual	Address
_____	_____



**Bidder Name:**

**Project No.: 051037**

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

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

**Division 1 - General Requirements****SECTION A - Description of Work****1. Work to be Done**

The work to be done under the Contract, in accordance with the Contract Documents, consists of performing, installing, furnishing and supplying all materials, equipment, labor and incidentals necessary or convenient for the construction of Project Number **051037** titled **Rehab Lanford Phase II - Exterior** and carry out all of the duties and obligations imposed upon the Contractor by the Contract Documents.

The main features of the work shall include, but not be limited to the following:  
**Exterior renovations to the Lanford House, as well as the existing garage.**

**2. Work Not Included:**

Work not included in the work of the Contract are those items marked "N.I.C"; movable furnishings, except those specifically specified or indicated on the Drawings; and items marked "by others".

**SECTION B - Alternates****1. General**

- a. Refer to Proposal Form. State thereon the amount to be added to or deducted from the Total Bid for the Alternates described herein.
- b. Extent and details of the Alternates are indicated on the Drawings, and described in the Specifications.
- c. Where reference is made in the description of the Alternate to products, materials, or workmanship, the specification requirements applicable to similar products, materials or workmanship in the Total Bid shall govern the products, materials, and workmanship of the Alternate as if these specification requirements were included in full in the description of the Alternates.

**2. Alternates**

**See the Specification SECTION 012300 – ALTERNATES for a full description of each of the following (4) ADD Alternates:**

**Alternate No. 1: Chemically remove exterior paint and repoint exterior brick masonry at house**

**Alternate No. 2: Replace garage concrete slab**

**Alternate No. 3: Replace library roof**

**Alternate No. 4: Replace wood windows**



## SECTION C - Special Conditions

### 1. Time Progress Schedule

- a. The Contractor shall schedule the Work for expeditious completion in accordance with Section 3.01(2) of the Agreement. The proposed schedule must be established in cooperation with the Campus and account for Campus calendar restrictions listed in this section that affect the Contractor's access to the work areas and construction activities. At each periodic meeting, the Time Progress Schedule required by Section 3.02 of the Agreement shall be reviewed for compliance with phasing requirements. Revise and update the Time Progress Schedule to properly depict the work required to maintain continuity of campus operations.
- b. First phases of work shall include appropriate time in the schedule for: (1) understanding Campus operations, training crews, acclimating trades and Campus to sequence and apportionment of activities; (2) additional meetings (up to twice a week during the first twelve weeks after the Notice to Proceed) with the Owner, consultant and the Contractor's principals, project manager and those of its significant subcontractors; (3) re-sequencing activities to recover from start-up delays in the progressive operation of interrelated work and (4) other activities commonly associated with the start-up of field work.
- c. Academic Calendar: The Contractor is advised that the Campus intends to maintain a full institutional program throughout the Project duration. The Campus will make continuous use of adjacent spaces, buildings and site, except where work is scheduled or specified to occur. All Contract work must be scheduled and performed without causing unscheduled interruption of the normal institutional activities and processes. The Contractor shall coordinate his work with the following Campus Calendar, and No Utility shutdowns will be permitted during Registration, Study Periods, Exam Periods, or Commencement.
  - Web link to campus academic calendar - <https://www.fredonia.edu/about/offices/academic-affairs/academic-calendars>
- d. The work site will be available to begin construction immediately upon Notice to Proceed. Unless otherwise indicated, normal working hours on the campus are between 7:00 AM and 3:00 PM.
- e. On the Date of Substantial Completion in the Proposal, access to the work area for any uncompleted work and for punch list items shall be coordinated with the campus and comply with the following:
  1. Methods of performing work shall not hinder or disrupt the Campus' occupancy, reduce Campus provided levels of cleanliness and ambient environmental conditions and affect building systems, services, and utilities serving the building unless, upon completion of each shift's work that is performed outside of normal Campus work hours, the Contractor provides cleaning to return the work areas to a similar level of cleanliness as normally provided by the Campus, returns spaces to their normal ambient environmental conditions and restores building systems, services, and utilities serving the occupancy.
  2. No material or equipment shall remain inside the building unless in the active use and control of Contractor personnel.
  3. The Contractor shall provide all utility relocations and re-routings necessary to maintain

the existing utilities at their current level of service, including limiting their shutdowns for tie-ins and cutovers to those periods specified. All new work shall be in place, tested and accepted prior to performing a shutdown for the required tie in.

- f. Time Delay Allowance: In addition to the requirements of Article III of the Agreement, the base bid contract duration to perform the work specified in the proposal shall include not less than five (5) consecutive and/or non-consecutive eight hour working days in the Time Progress Schedule for delays that are of no fault of the Contractor or any of its subcontractors or suppliers, or caused by events or conditions that could not be reasonably anticipated. Provide notice of delay per Section 3.04 and request use of this time allowance. When approved by consultant, the time allowance is expended for each work day that the contractor is unable to work and all delay time used is tracked in the Time Progress Schedule. After this base bid time allowance for delay is expended, comply with the requirements of Article III for any additional delays.

## **2. Cutting and Patching**

- a. The Contractor shall do all cutting, fitting, and patching of its work that may be required to make its several parts come together properly and fitted as shown upon or reasonably implied from the Drawings and Specifications for the completed project.
- b. Any cost caused by defective or ill-timed work shall be borne by the Contractor. Except as otherwise expressly provided in the Contract Documents, the Contractor shall not cut or alter the work of any other Contractor or existing work without the consent of the University.
- c. Existing construction, finishes, equipment, wiring, etc., that is to remain and which is damaged or defaced by reason of work done under this contract shall be restored by the Contractor to a condition satisfactory to the University, or replaced with new, at no additional cost.
- d. Existing surfaces, materials, and work shall be prepared as necessary to receive the new installations. Such preparatory work shall be as required by the conditions and in each case shall be subject to approval by the University.
- e. Newly exposed work or surfaces which are presently concealed shall be made to match existing corresponding or adjoining new surfaces as directed, and the materials and methods to be employed shall be subject to approval by the University.
- f. All new, altered, or restored work in the building shall match existing corresponding work in the material, construction finish, etc., unless otherwise specified or required by the drawings.

## **3. Clean-Up**

- a. Periodic Cleaning: The Contractor shall at all times during the progress of the work keep the Site free from accumulation of waste matter or rubbish and shall confine its apparatus, materials and operations of its workmen to limits prescribed by law or by the Contract Limit Lines, except as the latter may be extended with the approval of the University. Cleaning of the structure(s), once enclosed, must be performed daily and removal of waste matter or rubbish must be performed at least once a week.
- b. Final Clean Up: Upon completion of the work covered by the Contract, the Contractor shall leave the completed project ready for use without the need of further cleaning of any kind and

with all work in new condition and perfect order. In addition, upon completion of all work, the Contractor shall remove from the vicinity of the work and from the property owned or occupied by the State of New York, the State University of New York or the University, all plant, buildings, rubbish, unused materials, concrete forms and other materials belonging to it or used under its direction during construction or impairing the use or appearance of the property and shall restore such areas affected by the work to their original condition, and, in the event of its failure to do so, the same shall be removed by the University at the expense of the Contractor, and it and its surety shall be liable therefor.

#### **4. Temporary Access and Parking**

Parking will be designated upon coordination with campus representatives.

#### **5. Field Meetings**

Periodic job meetings will be scheduled by the Consultant and the University during the course of construction. The Contractor, and, upon request of the Consultant and the University, its principal subcontractors and manufacturer's representatives, shall attend such meetings and be prepared to furnish answers to questions on progress, workmanship, or any other subject on which the Consultant and the University might reasonably require information.

#### **6. Operating Instructions and Manuals**

The Contractor shall furnish three (3) complete sets of operating instructions and manuals which shall include definite and specific instructions on all mechanical and electrical systems involved in the Project. Said instructions and manuals should set forth: (1) the manner of operation; (2) the necessary precautions and care to be followed; (3) periodic prevention maintenance requirements; and (4) a complete set of spare parts lists, catalogs, service manuals and manufacturing data on said systems. Said instructions and manuals are to be made available by the Contractor for review and comment by the University a minimum of six (6) weeks prior to the scheduled completion of the Project.

#### **7. Utility Shutdowns and Cut Overs**

- a. Except as otherwise expressly provided in the Contract Documents, the Contractor shall be responsible for submitting to the University, for its approval, a proposed schedule of all utility shutdowns and Cut overs of all types which will be required to complete the Project; said schedule should contain a minimum of two (2) week's advance notice prior to the time of the proposed shutdown and cut over. Most campuses of the State University of New York are in full operation 12 months of the year, and shutdowns and Cut overs, depending upon their type, generally must be scheduled on weekends, at night, or during holiday periods. The contract consideration is deemed to include all necessary overtime and all premium time, if any, that is required by the Contractor to complete the shutdowns or Cut overs.
- b. Temporary Connections: In the event the Contractor shall disrupt any existing services, the Contractor shall immediately make temporary connection to place such service back into operation and maintain the temporary connection until the Contractor makes the permanent connection. All work must be acceptable to the University.

## **8. Temporary Power for Construction Activities**

Electrical energy will be available at no cost to the Contractor from existing outlets or panels from locations approved by the College. This power may be used for small power tools (not exceeding 1/2 HP), etc., and the Contractor shall not exceed the capacity of the existing circuits being used. The Contractor shall be responsible for providing all necessary connections, cables, etc. and removal of the same at completion of construction with approval from the University. The Contractor shall in no way modify the existing circuits at the panel boards to increase capacities of the circuits. If the required power load exceeds the capacities of the available power sources, the Contractor shall be responsible and pay for furnishing and installing all necessary temporary power poles, cables, fused disconnect switches, transformers and electric meters necessary to provide a temporary power system for the project, and remove the same at completion. Install all temporary wiring and equipment and make all connections in conformity with the National Electrical Code. Make all replacements required by temporary use of the permanent wiring system. Provide ground fault protection.

## **9. Sanitary Facilities**

The Contractor will not be permitted to use the existing toilet and janitor closet facilities on campus. Contractor must provide their own sanitary facilities.

## **10. Temporary Heat**

- a. In those locations where it is required by the conditions of the work, the Contractor shall provide and pay for all temporary heating, coverings and enclosures necessary to properly protect all work and materials against damage by dampness and cold, dry out the work, and facilitate the completion thereof. Fuel, equipment, materials, operating personnel and the methods used therefor shall be at all times satisfactory to the University and adequate for the purpose intended. The Contractor shall maintain the critical installation temperatures, provided in the technical provisions of the specifications hereof, for all work in those areas where the same is being performed.
- b. Maintenance of proper heating, ventilation and adequate drying out of the work is the responsibility of the Contractor. Any work damaged by dampness, insufficient or abnormal heating shall be replaced to the satisfaction of the University by and at the sole cost and expense of the Contractor.
- c. The Contractor shall provide all necessary, temporary heating for the efficient and effective work by itself and all trades engaged in the work. Unless otherwise specified, the minimum temperature shall be 50 degrees F at all places where work is actually being performed within the project (where enclosed). Before and during the placing of wood finish and the application of other interior finishing, varnishing, painting, etc., and until final acceptance by the University of all work covered by the Contract, the Contractor shall, unless otherwise specified in the Contract Documents, provide sufficient heat to produce a temperature of not less than 68 degrees F nor more than 78 degrees F.

## **11. Temporary Light**

The contractor shall install, maintain and remove Underwriter's Label temporary lighting sockets, light bulbs, and intermittent power sockets as approved by the University. The minimum temporary lighting to be provided is at the rate of 1/4 watt per square foot and be maintained for 24 hours, 7 days per week

at stairs and exit corridors; in all other spaces, temporary lighting is to be maintained during working hours. Installation shall be in accordance with the National Electric Code.

## **12. Temporary Water for Construction Purposes**

Water for construction is available through the campus system without charge to the Contractor from location designated by the College. The Contractor shall obtain the necessary permission, make all connections, as required, furnish and install all pipes and fittings, and remove the same at completion of work. The Contractor must provide for waste water discharge and shall take due care to prevent damage to existing structures or site and the waste of water. All pipes and fittings must be maintained in perfect condition at all times.

## **13. Conducting Work**

- a. All work is to be conducted in such a manner as to cause a minimum degree of interference with the College's operation and academic schedule.
- b. Safe and direct entrance to and exiting from the existing buildings shall be maintained at all times during regular hours while construction is in progress.
- c. No construction work will start in any area until the Contractor has all the required materials on-site.
- d. The Contractor and its employees shall comply with college regulations governing conduct, access to the premises, and operation of equipment.
- e. The building shall not be left "open" overnight or during any period of inclement weather. Temporary weather tight closures shall be provided for/by the Contractor to protect the structure and its contents.

## **14. Safety and Protective Facilities**

- a. The Contractor shall provide the necessary safeguards to prevent accidents, to avoid all necessary hazards and protect the public, the Staff, students, the work and property at all times, including Saturdays, Sundays, holidays and other times when no work is being done.
- b. The Contractor shall erect, maintain and remove appropriate barriers or other devices, including mechanical ventilation systems, as required by the conditions of the work for the protection of users of the project area, the protection of the work being done, or the containment of dust and debris. All such barriers or devices shall be provided in conformance with all applicable codes, laws and regulations, including OSHA and National Fire Prevention Association 241, for safeguarding of structures during construction.

## **15. Protection of Existing Structures, Vegetation and Utilities**

The Contractor, during the course of its work, shall not damage any buildings, structures and utilities, public or private, including poles, signs, services to buildings, utilities in the street, gas pipes, water pipes, hydrants, sewers, drains and electric power and lighting and telephone cables, lawns, curbs, plants and other improvements. Any damage resulting from the Contractor's operations shall be repaired or replaced at its expense.

## 16. Abbreviations and References

The following abbreviations may be used in these Specifications:

N.A.	Not Applicable
N.I.C	Not in Contract.
Fed. Spec. or F.S.	Federal Specifications
SUCF	State University Construction Fund
University or SUNY	State University of New York
College	A Campus of the State University of New York

## 17. Use of Elevators

The Contractor shall be permitted to make temporary use of elevators designated by the University and provided such use does not interfere with the normal activities of the College. Large and heavy items shall not be placed in elevators, and suitable padding shall be provided whenever a cab is used for construction purposes. Elevator pits shall be kept free of debris and dust by frequent cleaning out. The elevators shall be restored to original condition satisfactory to the University at the end of construction activities. Use of the top of the elevator may be permitted after obtaining approval of the University.

## 18. Salvage of Materials

Remove and legally dispose of all debris and other materials resulting from the alterations to State University property. The following items shall remain the property of the University and shall be stored at the site as directed by the University: **NONE**

## 19. Storage of Materials

- a. The Contractor shall store materials and equipment within the contract limits in areas on the site as designated by the University.
- b. All materials shall be stored in a neat and orderly manner, and shall be protected against the weather by raised floored weatherproof temporary storage facility or trailer.
- c. Security for stored materials shall be the responsibility of the Contractor.
- d. Storage of materials is not permitted on the roof of any building.

## 20. Shop Drawings and Samples - (Refer to Section 2.19 of the Agreement)

- a. The Contractor shall submit to the University for its approval five (5) sets of prints of all shop drawings required by the specifications. Those marked:

"REJECTED" are not in accordance with the Contract Documents and shall be resubmitted.

"REVISE AND RESUBMIT" Contractor shall correct and resubmit.

"MAKE CORRECTIONS NOTED": The contractor shall comply with corrections and may proceed. Resubmittal is not required.



"APPROVED - NO EXCEPTIONS TAKEN": The contractor may proceed.

- b. All shop drawings and/or submittals used on the construction site must bear the impression of the consultant's review stamp as well as the General Contractor's review stamp, indicating the status of review and the date of review.
- c. All shop drawings shall reflect actual site conditions and accurate field dimensions. Dimensioned shop drawings shall be submitted for all fabricated items. Incomplete submittals will be rejected without review.
- d. All shop drawings, submittals and samples shall include:
  - 1). Date and revision dates.
  - 2). Project title and number.
  - 3). Names of:
    - a). Contractor
    - b). Subcontractor
    - c). Supplier
    - d). Manufacturer
  - 4). Identification of products or materials: Include Department of State (DOS) file number, manufacturers' name and market name of all covered products and applicable materials in accordance with Part 1120 of the Code. This information may be obtained by contacting the DOS, Office of Fire Prevention and Control: 518 474-6746 [voice] and 518 474-3240 [FAX])

## **21. U.S. Steel**

All structural steel, reinforcing steel, or other major steel items to be incorporated in the work shall, if this Contract is in excess of \$100,000, be produced or made in whole or substantial part in the United States, its territories or possessions.

## **22. Non-Asbestos Products**

- a. All materials specified herein shall contain no asbestos.
- b. Provide "Contains No Asbestos" permanent labels applied to the exterior jacket of all pipe insulation at 20-foot intervals with a minimum of one (1) label for each service in each work area.

## **23. Material Safety Data Sheet**

The contractor shall submit MSDS (Material Safety Data Sheet) for all chemicals, solvents, and materials specified or proposed to be used on this project.

## **24. Architect's/Engineer's Seal**

In accordance with Rules and Regulations of the New York State Education Law, Title 8, Part 69.5(b), to all plans, specifications and reports to which the seal of an architect has been applied, there shall also be applied a stamp with appropriate wording warning that it is a violation of the law for any person, unless acting under the direction of a licensed architect, to alter an item in any way. If an item bearing the seal of an architect is altered, the altering architect shall affix to his item the seal and the notation

"altered by" followed by his signature and the date of such alteration, and a specific description of the alteration.

## **25. Construction Permit**

The Code Compliance Manager for the State University Campus will, as required by law, issue a Construction Permit for this Project. The project is not subject to any local building code or permit requirements, except for work that the Contractor is to perform on property located outside of the boundaries of the campuses of the State University of New York.

## **26. Other Contracts**

There may be other contracts let for work to be done in adjacent areas and, as such, this Contractor and such other contractors shall coordinate their work to conform with progressive operation of all the work covered by such contracts, and afford each other reasonable opportunities for the introduction and storage of their supplies, materials, equipment, and the execution of their work.

## **27. Asbestos**

If the work to be done under this contract contains the abatement of asbestos the following shall apply:

- a. Applicable Regulations - All work to be done under this Contract shall be in compliance with Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York (cited as 12 NYCRR Part 56) as amended effective November 9, 1994.
- b. Applicable Variance - The abatement contractor is responsible for obtaining any variance not issued to date that he feels may be applicable to the policies/procedures as set forth in 12 NYCRR Part 56.
- c. Owner Project Fact Sheet -The Contractor shall complete and submit as much information as possible on the Asbestos Material Fact Sheet to the University in triplicate prior to the project startup completion of the Fact Sheet shall be submitted prior to acceptance.
- d. Patent Infringement -The State University of New York and the State University Construction Fund have been given notice by a law firm representing GPAC, Inc. that the use of its process/procedure for asbestos containment and removal constitutes a patent infringement. All potential contractors are hereby notified that they may have to obtain a license to use certain patented Negative Air Containment systems, and that any liability of the University in connection therewith is covered by Section 2.21 of the Agreement. Therefore, all potential contractors are hereby notified that after opening of the bids they must advise the University as to the system they intend to use for Negative Air Containment and provide the University with either a copy of their license to use the same or written documentation, signed by an authorized officer of their surety, that their performance bond guarantees the Contractor's indemnification covering patent claims.

- e. Air Monitoring - All work to be done under this Contract shall be in compliance with Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York (cited as 12 NYCRR Part 56), as currently amended, and applicable federal and state regulations.
- The Owner shall be responsible for hiring and paying an independent third-party firm to perform the requirements of air monitoring as called for in 12 NYCRR Part 56 and as permitted in Section 2.17 of the Agreement.
- f. Testing - The University and Campus reserve the right to employ an independent testing laboratory to perform testing on the work and air sampling. The Contractor shall be required to cooperate with the testing laboratory.
- g. Disposal Procedures - It is the responsibility of the asbestos contractor to determine current waste handling, transportation and disposal regulations for the work site and for each waste disposal landfill. The asbestos contractor must comply fully with these regulations, all appropriate U.S. Department of Transportation, EPA and Federal, State and local entities' regulations, and all other then current legal requirements. Submit originals or copies of all pertinent manifests in triplicate to the University.
- h. Submittals - Prior to commencement of the work on this project, the Contractor must submit the following to the University:
- 1). Copy of original insurance policy.
  - 2). Copy of Department of Labor notification.
  - 3). Owner Fact Sheet.
  - 4). Copy of EPA notification.
- i. Special Requirements -
- 1) Size, location, and quantities of all pipes, joints, ducts, valves, tees, etc. must be field verified by all prospective bidders. Information given on the drawings and specifications is for general orientation and information only.
  - 2) The Contractor shall have at least one English-speaking supervisor on the site at all times while the project is in progress.
  - 3) Prior to the commencement of work involving asbestos demolition, removal, renovation, the Contractor must submit to the University the name of its on-site asbestos supervisor responsible for such operations, together with documentation that such supervisor has completed an Environmental Protection Agency-approved training course for asbestos supervisors.

## **28. Sustainable Design Reporting**

When submission of environmental product declarations (EPDs) is required by the technical specifications, in addition to the individual EPD submittals, submit a list summarizing the materials/products covered by each EPD submittal and the estimated total quantities used/installed of such covered materials during the Work completed to date. As directed by the Consultant, the list shall be submitted/updated annually and at Substantial Completion. If the submitted EPDs do not

show the kgCO<sub>2</sub> per the quantity unit used/installed for a covered material, provide such information upon request of the Consultant. Using the list and other information, the Consultant will calculate the estimated total kgCO<sub>2</sub> (kilograms of carbon dioxide) emission equivalent for each covered material/product used/installed.

## **29. Modifications to the Payment Provisions of the Agreement**

Delete the following Sections from Article IV of the Agreement:

- a. Section 4.18 - Final Payment: Delete the Clause "excluding the contractor's guarantee obligations (reference Section 4.08)" from the last line of the paragraph.
- b. Section 4.20 - Guarantee Payment: Delete this section in its entirety.
- c. Section 4.21 - Acceptance of Guarantee Payment: Delete this section in its entirety.

## **30. Wage Rates and Supplements**

The following are the rates of wages and supplements determined by the Industrial Commissioner of the State of New York as prevailing in the locality of the site at which the work will be performed:

Wage Schedules can be accessed online using **PRC # 2024012674** at <https://apps.labor.ny.gov/wpp/showFindProject.do?method=showIt>.

If the Contractor is unable to access the prevailing wage schedule for the PRC# listed above, please contact the University for a copy of the wage rate schedule.

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Contract Number: \_\_\_\_\_

This Agreement (referred to alternately as "Agreement" or "Contract") made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for Contract Number \_\_\_\_\_ by and between STATE UNIVERSITY OF NEW YORK, a corporation organized and existing under the laws of the State of New York, with its principal office located at State University Plaza, 353 Broadway, Albany, New York 12246, on behalf of State University of New York at Fredonia located at 280 Central Avenue, Fredonia, NY 14063 hereinafter referred to as "University" and \_\_\_\_\_ having its principal office located at \_\_\_\_\_, and a Federal ID or Social Security No. of {insert number}, hereinafter referred to as "the Contractor."

**WITNESSETH:**

The parties hereto agree that the Contractor shall:

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

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in strict accordance with the Contract Documents; and

(b) complete all work necessary for substantial completion by **August 31, 2025** or within the time to which such completion may have been extended in accordance with the Contract Documents;

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

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

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

**Article I**  
**General Provisions**

**Section 1.01 Definitions**

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

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

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

**Bidding Documents** Notice to Bidders, Information for Bidders and Proposals

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

**Section 1.02 Captions**

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

**Section 1.03 Nomenclature**

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

**Section 1.04 Entire Agreement**

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

**Section 1.05 Successors, Assigns and Agents**

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



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

**Section 1.06 Accuracy and Completeness of Contract Documents**

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

**Section 1.07 Organization of Contract Documents**

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

**Section 1.08 Furnishing of Contract Documents**

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

**Section 1.09 Examination of Contract Documents and Site**

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

**Section 1.10 Invalid Provisions**

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

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**Section 1.11 No Collusion or Fraud**

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

**Section 1.12 Notices**

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

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

**SUNY Fredonia**

**Name:** Markus Kessler

**Title:** Director of Facilities Planning

**Address:** 280 Central Avenue, Fredonia, NY 14063

**Telephone Number:** 716-673-3722

**E-mail address:** [Markus.Kessler@fredonia.edu](mailto:Markus.Kessler@fredonia.edu)

**{insert company name}**

**Name:** {insert designated contact's title}

**Title:** {insert designated contact's title}

**Address:** {insert company}

**Telephone Number:** {insert phone}

**E-mail Address:** {insert email}

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

**Section 1.13 Singular-Plural; Male-Female**

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

**Article II**  
**Contract Administration and Conduct**

**Section 2.01 Consultant's Status**

- (1) The Consultant, as the University's representative, shall provide general administration of the Contract and inspection of the work. The Consultant will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and it will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents. The Consultant's duties, services and work shall in no way supersede or dilute the Contractor's obligation to perform the work in conformance with all Contract requirements, but it is empowered by the University to act on its behalf with respect to the proper execution of the work and to give instructions and/or direction when necessary to require such corrective measures as may be necessary, in its professional opinion, to insure the proper execution of the Contract or to otherwise protect the University's interest.
- (2) The Consultant shall have the authority to stop the work or to require and/or direct the prompt execution thereof whenever such action may be necessary, in its professional opinion, to insure the proper execution of the Contract or to otherwise protect the interests of the University.

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- (3) Except as otherwise provided in the Contract, the Consultant shall determine the amount, quality, acceptability, fitness and progress of the work covered by the Contract and shall decide all questions of fact which may arise in relation to the interpretation of the plans and Specifications, the performance of the work and the fulfillment by the Contractor of the provisions of the Contract. The Consultant shall in the first instance be the interpreter of the provisions of the Contract and the judge of its performance and it shall use its power under the Contract to enforce its faithful performance.

**Section 2.02 Finality of Decisions**

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

**Section 2.03 Claims and Disputes**

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

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

**Section 2.04 Omitted Work**

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

**Section 2.05 Extra Work**

- (1) The University reserves the right at any time during the progress of the work to add, modify or change the work covered by the Contract by Change Order or Field Order or as otherwise required by the University thereto providing for extra work of either a qualitative or quantitative nature and in such event the Contract consideration may be increased by an amount to be determined in accordance with the provisions of Sections 4.02 and 4.05A of the Agreement and the completion date for all or any part of the work may be extended for such period of time as may be determined by the University as necessary, because of the extra work, to complete the work or any part thereof.
- (2) Nothing in the Contract Documents shall excuse the Contractor from proceeding with the extra work as directed., The terms and conditions of the Contract Documents shall be fully applicable to all extra work.
- (3) The Contractor shall have no claim for extra work or an extension of time if the performance of such work, in the judgment of the Consultant, is made necessary or desirable because of any act or omission of the Contractor which is not in accordance with the Contract.
- (4) Notwithstanding the provisions of Section 2.02 of the Agreement and any other provisions of the Contract Documents to the contrary, the University, after conferring with the Consultant, shall have the right to overrule a determination or decision of the Consultant, that relates to whether certain work is included in the Contract Documents or is extra work, which the University believes is incorrect; in the event the University exercises such

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right, that determination or decision shall be final, conclusive and binding upon the Contractor and the University unless the same shall be determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith.

**Section 2.06 Contractor to Give Personal Attention**

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

**Section 2.07 Employment of Workers**

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

**Section 2.08 Detailed Drawings and Instructions**

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

**Section 2.09 Contract Documents to Be Kept at Site**

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

**Section 2.10 Permits and Building Codes**

The Contractor shall obtain from the proper authorities all permits legally required to carry on its work, pay any and all taxes and fees legally required and shall be responsible for conducting its operations in accordance with the provisions of such permits. Except as otherwise expressly provided in the Contract Documents, all of the work covered by this Agreement which is to be performed on property owned by the State University of New York is not subject to the building code of any city, county or other political subdivision of the State of New York. It is, however, subject to the provisions of the Building Code of New York State and the applicable Federal and State health and labor laws and regulations.

**Section 2.11 Surveys**

- (1) From the data shown on the Drawings and identified at the site by the Consultant, a licensed surveyor, to be designated and paid for by the University, shall establish one (1) fixed benchmark and one (1) fixed base line at

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the site. The Contractor shall work from the benchmarks and base lines shown on the Drawings, identified at the site by the Consultant and established at the site by the aforesaid surveyor and shall establish such supplementary bench marks and base lines that are required in order for it to lay out the work. The Contractor shall be responsible for all measurements that may be required for execution of the work to the exact position and elevation as prescribed in the Specifications, shown on the Drawings, or as the same may be modified at the direction of the Consultant to meet changed conditions or as a result of modifications to the work covered by the Contract.

- (2) The Contractor shall furnish at its own expense such stakes and other required equipment, tools and materials, and all labor as may be required in laying out any part of the work. If, for any reason, monuments are disturbed, it shall be the responsibility of the Contractor to reestablish them, without cost to the University, as directed by the Consultant. The Consultant may require that construction work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking completed work or the work in progress.
- (3) In all multiple-story construction, the Contractor shall establish and maintain line marks at each floor level and grade marks four (4) feet above the finished floor at each floor level.

**Section 2.12 Site Conditions**

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

**Section 2.13 Right to Change Location**

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

**Section 2.14 Unforeseen Difficulties**

Except as otherwise expressly provided in Section 2.12 of the Agreement and in other Sections of the Contract Documents, the Contractor acknowledges that it has assumed the risk and that the Contract consideration includes such provisions as it deems proper for any unforeseeable obstacles or difficulties which it may encounter in the performance of the work.

**Section 2.15 Moving Materials and Equipment**

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



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request, such removal shall be deemed extra work and the Contractor shall be compensated therefor in accordance with the provisions of Sections 4.02 and 4.05A of the Agreement.

**Section 2.16 Other Contracts**

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

**Section 2.17 Inspection and Testing**

- (1) All materials and workmanship shall be subject to inspection, examination and testing by the Consultant and the University at all times during the performance of the work and at all places where the work is carried on. Except as otherwise herein specified, the University shall pay for the cost of inspection, examination and testing by the Consultant or the University. If, however, the tests prove that the materials and/or work tested do not meet the requirements of the Contract, then the entire cost of such tests and any additional testing and or inspections required until the work is deemed compliant is to be borne by the Contractor. The Consultant will have the right to reject defective material and workmanship furnished by the Contractor or require its correction. The Contractor, without charge therefor, shall satisfactorily and promptly correct all rejected work and replace all rejected material with proper material.
- (2) The Contractor shall promptly segregate and remove from the site of the work all rejected material and work. If the Contractor shall fail to proceed at once with the replacing of rejected material and/or correction of defective workmanship, the University may, by contract or otherwise, replace such material and/or correct such workmanship, and charge the costs thereof to the Contractor or it may cancel the Contract and terminate the Contractor's employment as provided in the Agreement.
- (3) The Contractor, without additional charge, shall promptly furnish all reasonable facilities, labor materials and equipment with associated operators necessary for the safe and convenient access, inspection and testing that may be required by the Consultant or the University.
- (4) If the Contract Documents or the Consultant's instructions or the applicable laws, ordinances or regulations of any governmental authority require any part of the work covered by the Contract to be specially tested or inspected, the Contractor shall give the Consultant timely notice of its readiness for such testing or inspection

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or, if the same is to be performed by a governmental authority, of the date fixed therefor. If any such work, without the written permission of the Consultant, should be covered up prior to such testing or inspection, the Contractor, at its sole cost and expense must, if directed by the Consultant, uncover the same for testing or inspection and reconstruct same after the tests or inspection are conducted. All certificates of inspection or testing, involving the Contractor's work, required to be obtained from governmental authorities are to be secured by the Contractor at its sole cost and expense.

- (5) Should it be considered necessary or advisable by the Consultant at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out same, the Contractor, upon request, shall furnish all necessary facilities, labor and material to perform such examination. If the work subject to such examination is found to be defective or nonconforming in any manner due to the fault of the Contractor or any of its subcontractors, such uncovering or destruction and necessary reconstruction, even though such includes work not covered in the Contract, shall be at the expense of the Contractor. If, however, such work after testing and examination is found to be satisfactory, the University will pay the Contractor the cost of such uncovering or destruction and reconstruction, such cost to be determined as in the case of extra work as provided in Sections 4.02 and 4.05A.
- (6) Inspection of material and furnished articles to be incorporated in the work may be made at the place of production, manufacture or shipment unless otherwise stated herein. The inspection of material and workmanship for final acceptance as a whole or in part will be made at the site of the work.

**Section 2.18 Subcontractors**

- (1) Except for subcontractors designated by the University, or required to be named at any earlier date, pursuant to the provisions of the Information for Bidders, within thirty (30) calendar days after receipt of the notice to proceed, the Contractor must submit a written statement to the Consultant giving the name and address of all proposed subcontractors. Said statement must contain a description of the portion of the work and materials which the proposed subcontractors are to perform and furnish and any other information tending to prove that the proposed subcontractors have the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and provisions of the Contract Documents.
- (2) If the Consultant finds that the proposed subcontractors are qualified, it will so notify the Contractor within ten (10) working days after receipt of the aforesaid information. If the determination is to the contrary, however, the Consultant within such period will notify the Contractor of such determination and the latter, unless it decides to do such work itself and is qualified, in the Consultant's opinion, to do such work, must, within ten (10) working days thereafter, submit similar information with respect to other proposed subcontractors.
- (3) The Consultant's approval of a subcontractor and/or the University's designation of a subcontractor pursuant to the provisions of the Contract Documents shall not relieve the Contractor of any of its responsibilities, duties and liabilities hereunder. The Contractor shall be solely responsible to the University for the acts or defaults of such subcontractors and of such subcontractors' officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the Contractor to the extent of its subcontract.
- (4) The Contractor shall be fully responsible for the administration, integration, coordination, direction and supervision of all of its subcontractors and of all work and it shall check all space requirements of the work and coordinate and adjust the same so that conflicts in space do not occur in the work being performed by it with its own employees and with the work being performed by its subcontractors and so that all equipment, piping, wiring, etc., can be installed, where possible, in the spaces allowed for same.
- (5) No subcontractor shall be permitted to work at the site until: (a) it has furnished satisfactory evidence to the Consultant of the insurance required by law; (b) in the case of a Project involving a federal grant, it has furnished satisfactory evidence to the Consultant of the same type and amount of liability insurance as that required of the Contractor by Section 5.06 of the Agreement; and (c) except for subcontractors designated by the University pursuant to the provisions of the Information for Bidders, it has been approved by the Consultant.
- (6) Within ten (10) working days after the Contractor receives payment from the University on account of a progress payment application for the percentage of the work done, it shall pay each of its subcontractors the sum contained in said payment for the percentage of said subcontractor's work, less the same amount retained

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therefrom by the University under the terms of the Contract Documents or in consequence of any legal proceedings or statutory liens, and less any amounts due the Contractor under the subcontract for work not performed or not properly or timely performed by the subcontractor. In the event any subcontractor is not paid by the Contractor, the former should immediately notify the University of such fact.

- (7) The Contractor shall execute with each of its subcontractors and shall require all subcontractors to execute with their sub-subcontractors a written agreement which shall bind the latter to the terms and provisions of this Agreement insofar as such terms and provisions are applicable to the work to be performed by such subcontractors. The Contractor shall require all subcontractors and sub-subcontractors to promptly, upon request, file with the Consultant and the University a conformed copy of such agreements, from which the price and terms of payment may be deleted.
- (8) If for sufficient reason, at any time during the progress of the work to be performed hereunder, the Consultant determines that any subcontractor or sub-subcontractor is incompetent, careless, or uncooperative, the Consultant will notify the Contractor accordingly and immediate steps will be taken by the Contractor for cancellation of such subcontract or sub-subcontract. Such termination, however, shall not give rise to any claim by the Contractor or by such subcontractor or sub-subcontractor for loss of prospective profits on work unperformed and/or work unfurnished and a provision to that effect shall be contained in all subcontracts and sub-subcontracts.
- (9) No provisions of this Agreement shall create or be construed as creating any contractual relation between the University and any subcontractor or sub-subcontractor or with any person, firm or corporation employed by, contracted with or whose services are utilized by the Contractor.

**Section 2.19 Shop Drawings and Samples**

- (1) The Contractor in accordance with the approved Shop Drawing, Submittal, Mockup, and Sample schedules and with such promptness and in such sequence as to cause no delay in the work, shall submit for the Consultant's approval all Shop Drawings and Samples called for under the Contract or requested by the Consultant.
- (2) Shop Drawings and mock-ups shall establish the actual detail of the work, indicate proper relation to adjoining work, amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions. Shop drawings include drawings, diagrams, schedules, product data and other information or materials specially prepared for the work by the Contractor to illustrate some portion of the work. Product data include standard illustrations, schedules, performance charts, instructions, brochures, diagrams and other information identified by the Contractor to illustrate materials or equipment for some portion of the work.
- (3) All Shop Drawings, mock-ups and samples shall be thoroughly checked by the Contractor for compliance with the Contract Documents before submitting them to the Consultant for approval and all Shop Drawings shall bear the Contractor's recommendation for approval. Any Shop Drawings submitted without this stamp of approval and certification, and Shop Drawings which, in the Consultant's opinion, are incomplete, contain numerous errors or have not been checked or only checked superficially, will be returned unchecked by the Consultant for resubmission by the Contractor. In checking Shop Drawings, the Contractor shall verify all dimensions and field conditions and shall check and coordinate the Shop Drawings of any section or trade with the requirements of all other sections or trades whose work is related thereto, as required for proper and complete installation and sequence of the work.
- (4) Samples must be of sufficient size or number to show the quality, type, range of color, finish and texture of the material. Each Sample shall be properly labeled to show the nature of the material, trade name of manufacturer, name and location of the work where the material represented by the Sample is to be used and the name of the Contractor submitting the Sample. Transportation charges to the Consultant must be prepaid on Samples forwarded to it.
- (5) At the start of the Project, the format for submittals shall be established by the University. If an electronic method is selected for the submission and approval of submittals, the Contractor shall provide submittals in a PDF format and the Consultant will return the submittals in electronic format to the Contractor. For both hard-copy and electronic submittal formats, all submittals that require physical samples or mock-ups shall be provided in

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accordance with the requirements set forth in the Contract Specifications. Shop Drawings and Samples, submitted by the Contractor in accordance with the approved Shop Drawing and Sample schedule that is included in the Time Progress Schedule, will be reviewed by the Consultant within fifteen (15) working days and if satisfactory will be approved. A Shop Drawing, when approved, will be returned to the Contractor. If not satisfactory, the Drawings and Samples will be appropriately marked and returned to the Contractor for correction thereof, in which event the Contractor shall resubmit to the Consultant a corrected copy of the Shop Drawing or a new Sample, as the case may be. The Contractor shall make any correction required by the Consultant and shall appropriately note any changes or revisions on the Shop Drawing, dated to correspond with the date of the Consultant's request for the change. Upon approval of the Shop Drawing by the Consultant, the Contractor shall promptly furnish to the Consultant as many copies thereof as the Consultant may reasonably request. Should more than two (2) separate reviews of any required shop drawings or samples submitted be necessary, in the judgement of the Consultant and the University, the Contractor shall be responsible for the reasonable costs incurred by the University for such additional reviews by the Consultant.

- (6) At the time of submission of a Shop Drawing or Sample, the Contractor shall inform the Consultant and the University in writing of any deviation in the Shop Drawing or Sample from the requirements of the Contract Documents. Unless such deviation is specifically noted by the Contractor with a notation that such deviation will result in extra work for which the Contractor requests payment, the Contractor shall be deemed to have waived any claim for extra work, additional compensation or payment or an extension of time with respect to all work shown on, described in or related to the Shop Drawing or Sample.
- (7) The Consultant's approval of Shop Drawings or Samples is for design only and is not a complete check on the method of assembly, erection or construction. Approval shall in no way be construed as: (a) permitting any departure whatsoever from the Contract Documents, except where the Contractor, in accordance with the provisions of paragraph 6 of this Section, has previously notified the University and the Consultant of such departure; (b) relieving the Contractor of full responsibility for any error in quality of materials, details, dimensions, omissions or otherwise that may exist; (c) relieving the Contractor of full responsibility for adequate field connections, erection techniques, bracing or deficiencies in strength; (d) relieving the Contractor of full responsibility for satisfactory performance of all work and coordination with the work of all subcontractors and other contractors; or (e) permitting departure from additional details or instructions previously furnished by the Consultant.
- (8) No work requiring a Shop Drawing or Sample shall be commenced until a Shop Drawing or Sample is approved by the Consultant and all such work shall be: (a) in accordance with the approved Shop Drawing, provided the latter conforms in all respects to the Contract Documents or to such deviations therefrom as have been previously noted by the Contractor in accordance with the provisions of paragraph 6 of this Section; and (b) in conformance in all respects to the sample furnished to and approved by the Consultant and, unless otherwise specified, as new and of good quality.
- (9) The Contractor may be required to provide professional services that constitute the practice of architecture or engineering when specifically required by the Contract Documents for a portion of the work or the Contractor needs to provide such services in order to carry out its responsibilities for construction means, methods, techniques, sequences and procedures. When professional services are required in the Contract Documents, the Consultant will specify all performance and design criteria that such services must satisfy. The University and Consultant shall be entitled to rely on the adequacy, accuracy and completeness of the professional services, certifications, and approvals performed or provided by design professionals working for the Contractor.
- (10) Contractor agrees that the University may deduct from any application for payment made by the Contractor, any and all Design Professional, Consultant and/or Construction Management fees and costs incurred by the University together with a markup upon such hard costs in the amount of 15% in the review or evaluation of any substitutions for methods, products or performance pursuant to this Section 2.19.

**Section 2.20 Equivalents - Approved Equal**

**(1) Equivalents or Approvals - General**

- a. The words "similar and equal to", or equal", "equivalent" and such other words of similar content and meaning shall for the purposes of this Agreement be deemed to mean similar and equivalent to one of the named

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products. For the purposes of subdivisions (1) and (2) of this Section and for the purposes of the Bidding Documents, the word "products" shall be deemed to include the words "articles", "materials", "items", "equipment" and "methods". Whenever in the Contract Documents one or more products are specified, the words "similar and equal to" shall be deemed inserted.

- b. Whenever any product is specified in the Contract Documents by a reference to the name, trade name, make or catalog number of any manufacturer or supplier, the intent is not to limit competition, but to establish a standard of quality which the Consultant has determined is necessary for the Project. A Contractor may at its option use any product other than that specified in the Contract Documents provided the same is approved by the Consultant in accordance with the procedures set forth in subdivision (2) of this Section. In all cases the Consultant shall be the sole judge as to whether a proposed product is to be approved and the Contractor shall have the burden of proving, at its own cost and expense, to the satisfaction of the Consultant, that the proposed product is similar and equal to the named product. In making such determination the Consultant may establish such objective and appearance criteria as it may deem proper that the proposed product must meet in order for it to be approved.
  - c. Nothing in the Contract Documents shall be construed as representing, expressly or implied, that the named product is available or that there is or there is not a product similar and equal to any of the named products and the Contractor shall have and make no claim by reason of the availability or lack of availability of the named product or of a product similar and equal to any named product.
  - d. The Contractor shall have and make no claim for an extension of time or for damages by reason of the time taken by the Consultant in considering a product proposed by the Contractor or by reason of the failure of the Consultant to approve a product proposed by the Contractor.
  - e. Requests for approval of proposed equivalents will be received by the Consultant only from the Contractor.
  - f. Approval shall in no way be construed as: (a) permitting any departure whatsoever from the Contract Documents, (b) relieving the Contractor of full responsibility for any error in quality of materials, details, dimensions, sequence of work, omissions or otherwise that may exist, (c) relieving the Contractor of full responsibility for adequate field connections, erection techniques, bracing or deficiencies in strength, (d) relieving the Contractor of full responsibility for satisfactory performance of all work to achieve a functionally complete facility or result and coordination with the work of all subcontractors and other contractors or (e) permitting departure from additional details or instructions previously furnished by the Consultant.
  - g. Contractor agrees that the Contractor approves and authorizes the deduction from Contractor's applications for payment any and all costs incurred by the Construction Manager, Consultant, Design Professional or otherwise in evaluating Contractor's submissions under this Section 2.20, together with a markup upon such hard costs in the amount of 15%.
- (2) Equivalents or Approvals After Bidding
- a. Any and all submissions for "or equal" products which are submitted by the Contractor after award of the Contract must be made by the Contractor within ninety (90) calendar days after the date of award. Contractor agrees that it waives and relinquishes the right, claim or privilege, if any, to submit "or equal" proposals if such are made ninety (90) calendar days after the date of award of the Contract to the Contractor.
  - b. Requests for approval of proposed equivalents will be considered by the Consultant after bidding only in the following cases: (a) the named product cannot be obtained by the Contractor because of strikes, lockouts, bankruptcies or discontinuance of manufacture and the Contractor makes a written request to the Consultant for consideration of the proposed equivalent within ten (10) calendar days of the date it ascertains it cannot obtain the named product; or (b) the proposed equivalent is superior, in the opinion of the Consultant, to the named product; or (c) the proposed equivalent, in the opinion of the Consultant, is equal to the named product and its use is to the advantage of the University, e.g., the University receives an equitable credit, acceptable to it, as a result of the estimated cost savings to the Contractor from the use of the proposed equivalent or the University determines that the Contractor has not failed to act diligently in placing the necessary purchase orders and a savings in the time required for the completion of the construction of the Project should result from the use of the proposed equivalent.

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

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

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

**Section 2.21 Patents, Trademarks and Copyrights**

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

**Section 2.22 Possession Prior to Completion**

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

**Section 2.23 Completion and Acceptance**

(1) Partial Completion

If before the final completion of all the work any portion of the permanent construction has been satisfactorily completed and the same will be immediately useful to the University, the latter may, by written notice, advise the Contractor that it accepts such portion of the work. Such action by the University shall in no way affect the obligations of the Contractor under the terms and provisions of the Contract with respect to any work not so completed and accepted. The partial completion of any portion of the Contractor's work by the University, the Campus or the Consultant, shall not impact the assessment of liquidated damages or actual costs for delays or disruption to the Project caused by the Contractor, its subcontractors or vendors.

(2) Substantial Completion

When all the Work covered by the Contract is substantially completed, as defined in Section 1.01, the Contractor shall give written notice thereof to the University and the Consultant. The latter will then promptly make an inspection of the work and, if they shall determine that all the work is substantially completed, they shall so advise the Contractor. Such action shall in no way affect the obligations of the Contractor under the terms and provisions of the Contract with respect to any uncompleted (including untested or deferred work), unaccepted or corrective work or in any way affect, limit or preclude the issuance by the Consultant, from time to time

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thereafter, of "Punch Lists", i.e., lists of uncompleted or corrective work which the Contractor is to promptly complete and/or correct. In the judgement of the University, should more than two (2) separate inspections of the Work be necessary, the Contractor agrees that the University may deduct from any application for payment made by the Contractor, any and all Design Professional, Consultant and/or Construction Management fees and costs incurred by the University together with a markup upon such hard costs in the amount of 15% for all such additional inspections.

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

(3) Final Completion and Acceptance

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

**Section 2.24 Record Drawings**

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

**Section 2.25 Guarantees**

- (1) The Contractor, at the convenience of the University, shall remove, replace and/or repair at its own cost and expense any defects in workmanship, materials, ratings, capacities or characteristics occurring in or to the work covered by the Contract within one (1) year or within such longer period as may otherwise be provided in the Contract, the period of such guarantee to commence with the University's final acceptance of all work covered

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under the Contract or at such other date or dates as the University may specify prior to that time, and the Contractor, upon demand, shall pay for all damage to all other work resulting from such defects and all expenses necessary to remove, replace and/or repair such other work which may be damaged in removing, replacing or repairing the said defects. The obligations of the Contractor under the provisions of this paragraph or any other guarantee provisions of the Contract Documents are not limited to the monies retained by the University under the Contract.

- (2) Unless such removal, replacement and/or repair shall be performed by the Contractor within ten (10) working days after it receives written notice from the University specifying such defect, or if such defect is of such a nature that it cannot be completely removed, repaired and/or replaced within said ten (10) day period and the Contractor shall not have diligently commenced removing, repairing and/or replacing such defect within said ten (10) day period and shall not thereafter with reasonable diligence and in good faith proceed to do such work, the University may employ such other person, firm or corporation as it may choose to perform such removal, replacement and/or repair and the Contractor agrees, upon demand, to pay to the University all amounts which it expends for such work.

**Section 2.26 Default of Contractor**

- (1) In addition to those instances specifically referred to in other Sections hereof, the University shall have the right to declare the Contractor in default of the whole or any part of the work if:
- a. The Contractor becomes insolvent; or if
  - b. The Contractor makes an assignment for the benefit of creditors pursuant to the statutes of the State of New York; or if
  - c. A voluntary or involuntary petition in bankruptcy is filed by or against the Contractor; or if
  - d. A receiver or receivers are appointed to take charge of the Contractor's property or affairs; or if
  - e. The Contractor fails to commence work when notified to do so by the Consultant; or if
  - f. The Contractor shall abandon the work; or if
  - g. The Contractor shall refuse to proceed with the work or extra work when and as directed by the Consultant or the University; or if
  - h. The Contractor shall without just cause reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the University, to complete the work in accordance with the approved time progress schedule, and shall fail or refuse to sufficiently increase such working force when ordered to do so by the Consultant; or if
  - i. The Contractor shall sublet, assign, transfer convey, or otherwise dispose of the Contract other than as herein specified; or if
  - j. The University shall be of the opinion that the Contractor is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the work, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if
  - k. The University shall be of the opinion that the work cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the University's opinion, attributable to conditions within the Contractor's control; or if
  - l. The work is not completed within the time herein provided therefor or within the time to which the Contractor may be entitled to have such completion extended; or if
  - m. The University shall be of the opinion that the Contractor is or has been willfully or in bad faith violating any of the provisions of this Agreement;



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- n. The University shall be of the opinion that the Contractor is not or has not been executing the Contract in good faith and in accordance with its terms; or if
  - o. At any time during the period of the Agreement, insurance as required is not in effect or proof thereof is not provided to the University.
- (2) Before the University shall exercise its right to declare the Contractor in default by reason of the conditions set forth in the above items *a, b, c, d, e, f, g, h, i, j, k, l, m, n* and *o*, it shall give the Contractor three (3) working days' notice of its intention to declare the Contractor in default and unless, within such three (3) day period, the Contractor shall make arrangements, satisfactory to the University, to correct and/or eliminate the conditions set forth in the University's aforesaid notice, the Contractor may be declared in default at the expiration of such three (3) day period or at the expiration of such longer period of time as the University may determine.
- (3) The right to declare in default for any of the grounds specified or referred to shall be exercised by the University sending the Contractor a written notice setting forth the ground or grounds upon which such default is declared. Upon receipt of notice that it has been declared in default, the Contractor shall immediately discontinue all further operations under the Contract and shall immediately quit the site, leaving untouched all plant, materials, equipment, tools and supplies then on site.
- (4) The University, after declaring the Contractor in default, may then have the work completed by such means and in such manner, by contract, with or without public letting, or otherwise, as it may deem advisable, utilizing for such purpose such of the Contractor's plant, materials, equipment, tools and supplies remaining on the site, and also such subcontractors as it may deem advisable, or it may call upon the Contractor's surety at its own expense to do so.
- (5) In the event that the University declared the Contractor in default of the work or any part of the work, the Contractor, in addition to any other liability to the University hereunder or otherwise provided for or allowed by law, shall be liable to the University for any costs it incurs for additional architectural and engineering services necessary, in its opinion, because of the default and the total amount of liquidated damages from the date when the work should have been completed by the Contractor in accordance with the terms hereof to the date of actual completion of the work, both of which items shall be considered as expenses incurred by the University in completing the work and the amount of which may be charged against and deducted out of such monies as would have been payable to the Contractor or its surety if the work had been completed without a default.
- (6) If the University completes the work, the Consultant shall issue a certificate stating the expenses incurred in such completion, including the cost of re-letting. Such certificate shall be final, binding and conclusive upon the Contractor, its surety, and any person claiming under or through the Contractor, as to the amount thereof.
- (7) The expense of such completion, as so certified by the Consultant, shall be charged against and deducted out of such monies as would have been payable to the Contractor if it had completed the work; the balance of such monies, if any, subject to the other provisions of the Contract, to be paid to the Contractor without interest after such completion. Should the expense of such completion, so certified by the Consultant, exceed the total sum which would have been payable under the Contract if the same had been completed by the Contractor, any such excess shall be paid by the Contractor to the University upon demand.
- (8) In the event the University shall determine to complete the work without calling upon the Contractor's surety to do so, the Contractor shall not be entitled, from and after the effective date of the declaration of the default, to receive any further payment under the Contract until the said work shall be wholly completed and accepted by the University.
- (9) In case the University shall declare the Contractor in default as to a part of the work only, the Contractor shall discontinue such part, shall continue performing the remainder of the work in strict conformity with the terms of the Contract, and shall in no way hinder or interfere with any other contractors or persons whom the University may engage to complete the work as to which the Contractor was declared in default.
- (10) The provisions relating to declaring the Contractor in default as to the entire work shall be equally applicable to a declaration of partial default, except that the University shall be entitled to utilize for completion of the part of the

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work as to which the Contractor was declared in default only such plant, materials, equipment, tools and supplies as had been previously used by the Contractor on such part.

- (11) In completing the whole or any part of the work, the Consultant and the University shall have the power to depart from, change or vary the terms and provisions of the Contract; provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variations, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the Consultant's certificate of the cost of completion, nor shall it constitute a defense to any action to recover the amount by which such certificate exceeds the amount which would have been payable to the Contractor hereunder but for its default.
- (12) The provisions of this Section shall be in addition to any and all other legal or equitable remedies provided by this Agreement and otherwise applicable by law.

**Section 2.27 Termination for Convenience**

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

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

**Article III**  
**Time of Performance**

**Section 3.01 Commencement, Prosecution and Completion of Work**

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

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**Section 3.02 Time Progress Schedule**

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

**Section 3.03 Time Progress Schedule for Shop Drawings and Samples**

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

**Section 3.04 Notice of Conditions Causing Delay**

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

**Section 3.05 Extension of Time**

- (1) Within ten (10) working days after the commencement of any condition which is causing or may cause the Contractor to incur, require or otherwise need an extension of time, the Contractor shall notify the Consultant and the University of such condition. Full and complete compliance with this paragraph 3.05(1) is a condition precedent to the Contractor obtaining an extension of time for performance of any portion or all of its work.
- (2) An extension or extensions of time for the completion of the work may be granted by the University subject to the provisions of this Section, but only upon written application therefor by the Contractor to the University and the Consultant.

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

**Section 3.06 Contractor's Progress Reports**

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

**Article IV**  
**Payment**

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**Section 4.01 Compensation to Be Paid Contractor**

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

**Section 4.02 Value of Omitted and Extra Work**

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

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

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

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

- c. The University may make such cost estimate either before or after the extra work is completed by the Contractor.
  - c. By determining the actual cost of the extra work in the same manner as in the above subdivision b except that actual costs of the Contractor shall be utilized in lieu of estimated costs. The University shall have the option to utilize this method provided it notifies the Contractor of its intent to do so prior to the time the Contractor commences performance of such extra work.
- (2) Irrespective of the method used or to be used by the University in determining the value of a Change Order or Field Order, the Contractor, within fifteen (15) working days after a request for the same, must submit to the University and the Consultant a detailed breakdown of the Contractor's estimate of the value of the omitted and/or extra work in a format approved by the University.
- (3) Equipment Watch Rental Rate Blue Book (published online by Intertec Penton Media, Inc.) or other published rates as approved by the University in writing, will be utilized for the equipment rental pricing. For the purposes of paragraph (1) hereof, the cost of equipment shall be determined, irrespective of the actual price for any rental or actual cost associated with such equipment as follows: take the monthly rate listed in Equipment Watch and dividing the same by 176 hours to establish an hourly rate and then multiplying such hourly rate by the actual number of

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hours that the equipment was used. The Contractor will submit an actual rental invoice, or acceptable quotation from a bonafide equipment rental supplier for rented equipment when equipment is not owned by the Contractor. The equipment rental supplier cannot be an "affiliate" of the Contractor, nor in any way be related to the Contractor. If submitted invoices/quotations are acceptable to the University, the Contractor will be reimbursed the actual rental cost including sales tax and appropriate mark-up. If no listing of rates for an item of equipment is contained in Equipment Watch, the University shall determine the reasonable rate of rental of the particular item of equipment by such other means as it finds appropriate. The edition Equipment Watch to be used shall be that in effect on the date of the receipt of bids for this Agreement. None of the provisions of Equipment Watch shall be deemed referred to or included in this Agreement excepting only the aforesaid monthly rates. To the cost of equipment as determined above, there is to be added the actual cost of gasoline, oil, grease and maintenance required for operation of such equipment and, in the case of equipment utilized only for extra work when, in the opinion of the Consultant, suitable equipment therefor was not available on the site, the reasonable cost of transporting said equipment to and from the site. Notwithstanding the foregoing, if the Consultant should determine that the nature or size of the equipment used by the Contractor in connection with the extra work is larger or more elaborate, as the case may be, than the size or nature of the minimum equipment determined by the Consultant to be suitable for the extra work, the cost of equipment will not be based upon the equipment used by the Contractor but instead will be based on the smallest or least elaborate equipment determined by the Consultant to have been suitable for the performance of the extra work.

- (4) Unless otherwise specifically provided for in a Change Order or Field Order, the compensation specified therein for extra work includes full payment for both the extra work covered thereby and for any damage or expense caused the Contractor by any delays to other work to be done under the Contract resulting from or on account of said extra work, and the Contractor waives all rights to any other compensation for said extra work, damage or expense.

**Section 4.03 Adjustment for Bond and Insurance Premiums**

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

**Section 4.04 Unit Prices**

- (1) Except as otherwise provided in the second paragraph of this Section, the unit prices, set forth on the attached Schedule "I" of this Agreement, will be binding upon both the University and the Contractor in determining the value of omitted and/or extra work, and, in the case of extra work, such unit prices shall be deemed to include all profit, overhead and expenses of whatsoever kind and nature of the Contractor, its subcontractors and sub-subcontractors, and the Contractor agrees that it shall make no claim for any profit, overhead, expense or percentage override in connection therewith.
- (2) Where said Schedule "I" sets forth a unit price for added and/or deducted work, the University shall have the option, whenever it is found that the quantity of changed work varies by more than 15 percent from the quantity that is stated or that can be determined by the Contract Documents at the time of execution thereof, to accept or reject such unit price for the quantity that the changed work varies by more than 15 percent from the stated or determinable quantity. Where a quantity is not specifically stated in the Contract Documents, the University's determination of the amount of said quantity included in the Contract Documents shall determine the applicability of this paragraph. Where the University, pursuant to the foregoing provisions, exercises its aforesaid option, the amount of the increase or decrease in the Contract consideration for the quantity of work which varies by more than 15 percent from the stated or determinable quantity shall be determined in accordance with the provisions of Section 4.02 of the Agreement as if there was no unit price therefor set forth in said Schedule "I".

**Section 4.05 Allowances**

- (1) The Contractor acknowledges that the Contract consideration includes the allowances set forth on the attached Schedule "II" and "III" of this Agreement and, except for quantitative and field order allowances, it agrees to cause the work covered thereby to be done by such contractors for such sums as the University may direct. Where cash allowances are provided, the allowances shall be deemed to include the purchase of the materials and/or equipment and the delivery of same to the job site. Unless otherwise specified in the Contract

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Documents, cash allowances do not include the proper installation of the materials and/or equipment or the connection for final utilities thereto; the cost of said installation and/or connection having been included in the amount of the Contract consideration.

- (2) The Contractor acknowledges that the Contract consideration includes such sums for expenses and profit on account of cash allowances as it deems proper and that it shall make no claim for expenses or profit or any percentage override in addition thereto; said items having been included in the amount of the Contract consideration.
- (3) In the event any of the cash allowances listed below are either higher or lower than the cost of having the work done in accordance herewith, the Contract consideration shall be adjusted to reflect such variance, the amount of said adjustment to be the difference between the amount of the allowance and the actual cost of performing the work covered thereby.
- (4) When quantitative allowances are provided, progress payments thereof to the Contractor will be based upon the applicable unit prices set forth on the attached Schedule "I" of the Agreement, subject, however, to the provisions of paragraph (2) of Section 4.04. In the event any of said quantitative allowances are more than or less than the actual quantity of work performed, the Contract consideration shall be adjusted to reflect such variance, the amount of said adjustment to be determined in accordance with the provisions of Sections 4.02, 4.04 and 4.05A of the Agreement.

**Section 4.05A Field Orders**

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

**Section 4.06 Deductions for Unperformed and/or Uncorrected Work**

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

**Section 4.07 Liquidated Damages**

In the event that the Contractor shall fail to substantially complete all the work within the time fixed for such completion on page one of this agreement, or within the time to which such completion may have been extended or in the event that



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

**Section 4.08 Contract Breakdown**

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

**Section 4.09 Prompt Payment Requirements**

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

**Section 4.10 Progress Payments**

- (1) Unless otherwise provided in the Contract, progress payments will be made as the work progresses upon applications submitted by the Contractor and approved by the Consultant and the University. Payment of such approved applications shall be made by the University within thirty (30) calendar days after such approval has been given.
- (2) The University shall make progress payments to the Contractor on the basis of such approved applications, less a retained amount equal to 5 percent thereof (i.e. retainage) , plus an amount necessary, in the University's judgment, to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged, , together with any back charges and offsets which are deemed necessary or likely to be incurred by the University as a result of any failure by the Contractor to fully, completely, accurately and timely perform its work, which it shall reserve from each such payment until all of the work covered by the Contract has been completed.
- (3) When the University and the Consultant have determined that all the work is substantially completed, or that a substantial portion of the permanent construction has been completed and accepted, the University shall make a progress payment to the Contractor, on the basis of an application submitted by the Contractor and approved by the Consultant and the University, which shall reduce the unpaid amount due to the Contractor under the terms of the Contract, including all monies retained by the University from previous progress payments to the Contractor, to an amount equal to two (2) times the cost, estimated by the Consultant, of performing, in accordance with the Contract, all uncompleted, unaccepted and corrective work, plus an amount necessary, in the University's judgment, to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. As the remaining items of work are satisfactorily completed or corrected, the University shall make progress payments to the Contractor, on the basis of applications submitted by the Contractor and

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approved by the University and the Consultant, covering said items of work less an amount necessary, in the University's judgment, to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged.

**Section 4.11 Applications for Progress Payments**

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

**Section 4.12 Progress Payments for Materials Delivered to Site**

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

**Section 4.13 Transfer of Title to Materials Delivered to Site**

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

**Section 4.14 Progress Payments for Materials Stored Off Site**

- (1) Progress payments made in accordance with Section 4.10 shall include a payment for materials and equipment which are in short and/or critical supply or have been specially fabricated for the Project. Materials and equipment, for which a progress payment is made pursuant to the preceding sentence, shall be stored by the Contractor, after fabrication, until such time as their delivery to the site is required, at a facility and location approved by the Consultant; shall be adequately protected from fire, theft and vandalism, the effects of the elements and any other damage whatsoever; and shall at all times be available for inspection by the Consultant and the University. No progress payment shall, however, be made for said materials and equipment until:
  - a. The Contractor furnishes to the University a bill of sale listing quantity and costs of said materials and equipment f.o.b. point of origin;
  - b. The Consultant shall have inspected said materials and equipment and recommended payment therefor; and
  - c. The Contractor furnishes to the University a builder's risk insurance policy, with the broad form extended coverage endorsement, for said materials and equipment, in an amount equal to 100 percent of the value thereof, which policy shall be maintained, at the sole cost and expense of the Contractor, until said materials and equipment have been incorporated into the Project. The said insurance policy shall contain a provision that the loss, if any, is to be made adjustable with and payable to the University as trustee for the insured, i.e., the University and the Contractor, and a provision that it shall not be changed or cancelled and that it will be

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automatically renewed upon expiration and continued in force unless the University is given thirty (30) calendar days written notice to the contrary.

- d. The Contractor shall develop and provide a preventive maintenance log for stored equipment when determined appropriate by the Consultant. The Contractor shall provide timely notification and opportunity for the Consultant and the University to view the Contractor's preventative maintenance efforts.
- (2) Materials and equipment for which a progress payment has been made by the University pursuant to this Section shall be, become and remain the sole property of the University; provided, however, that the Contractor shall have the full continuing responsibility to install such materials and equipment, to deliver it to the site, to protect it, to maintain it in proper condition and to forthwith repair, replace and make good any damage thereto without cost and/or additional time to the University until such time as the work covered by the Contract is fully accepted by the University. Such transfer of title shall in no way affect any of the Contractor's obligations under the Contract.

**Section 4.15 Withholding of Progress Payments**

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

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

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

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

- b. The Contractor has not complied with any lawful or proper direction of the Consultant or the University or their representatives concerning the work covered by the Contract or the performance of the Contract or the production of records as required under the provisions of the Contract.
- c. There exists any of the conditions, listed in Section 2.26, which would allow the University to declare the Contractor in default of the whole or any part of the work.
- d. The Contractor is a foreign contractor and has not furnished satisfactory proof that all taxes due by such Contractor under the provisions of the Tax Law have been paid. The Certificate of the New York State Tax Commission to the effect that all such taxes have been paid shall be conclusive proof of the payment of such taxes. The term "foreign contractor" as used herein means, in the case of an individual, a person who is not a resident of the State of New York; in the case of a partnership, one having one or more partners not a resident of the State; and in the case of a corporation, one not organized under the laws of the State of New York.
- e. The Contractor, upon request of the University at any time after the initial progress payment by the University to the Contractor, fails to furnish the University with such documentary evidence that the University may deem necessary to prove to it that material and labor paid for by the University under previous applications for payment submitted have been paid for by the Contractor and that there are no outstanding claims or liens in connection therewith or fails to satisfy the University that the Contractor, with good cause, has sufficiently provided for the payment and/or satisfaction of claims for said material and labor.

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**Section 4.16 Lien Law**

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

**Section 4.17 Substitution of Securities for Retainage**

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

**Section 4.18 Final Payment**

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

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

**Section 4.19 Acceptance of Final Payment**

- (1) The acceptance by the Contractor, or by any one claiming by or through it, of the final payment shall, except with respect to the amount retained by the University pursuant to the provisions of subdivisions b and c of Section 4.18 of the Agreement, constitute and operate as a release to the University from any and all claims of any liability for anything theretofore done or furnished for or relating to or arising out of the work covered by the Contract and for any prior act, neglect or default on the part of the University or any of its trustees, officers, agents or employees in connection therewith.
- (2) Should the Contractor refuse to accept the final payment as tendered by the University or should the Contractor refuse to execute the final application for payment without protest and without reserving any rights or claims against the University, it shall constitute a waiver of any right to interest on the amount of the payment so tendered and/or on the amount set forth in said final application for payment.

**Section 4.20 Contractor Limited to Money Damages**

Inasmuch as the Contractor can be compensated adequately by money damages for any breach of the Contract which may be committed by the University, the Contractor agrees that no default, act or omission of the University shall constitute a material breach of the Contract entitling it to cancel or rescind the same or to suspend or abandon

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performance thereof; and it hereby waives any and all rights and remedies to which it might otherwise be or become entitled to because of any wrongful act or omission of the University or its representatives, saving only its right to money damages.

**Section 4.21 No Estoppel or Waiver**

- (1) The University shall not be precluded or estopped by any inspection, acceptance, application for payment or payment, final or otherwise, issued or made under the Contract or otherwise issued or made by it, the Consultant, or any trustee, officer, agent or employee of the University, from showing at any time the true amount and character of the work performed, or from showing that any such inspection, acceptance, application for payment or payment is incorrect or was improperly issued or made; and the University shall not be precluded or estopped, notwithstanding any such inspection, acceptance, application for payment or payment, from recovering from the Contractor any damages which it may sustain by reason of any failure on its part to comply strictly with the Contract and any monies which may be paid to it or for its account in excess of those to which it is lawfully entitled.
- (2) Neither the acceptance of all or any part of the work covered by the Contract; nor any payment therefor; nor any order or application for payment issued under the Contract or otherwise issued by the University, the Consultant, or any trustee, officer, agent or employee of the University; nor any permission or direction to continue with the performance of the Contract before or after its specified completion date; nor any performance by the University of any of the Contractor's duties or obligations; nor any aid lent to the Contractor by the University in its performance of such duties or obligations; nor any delay or omission by the University to exercise any right or remedy accruing to it under the terms of the Contract or existing at law or in equity or by statute or otherwise; nor any other thing done or omitted to be done by the University, its trustees, officers, agents or employees; shall be deemed to be a release to the Contractor or its sureties from any obligations, liabilities or undertakings in connection with the Contract or the Performance Bond or a waiver of any provision of the Contract or of any rights or remedies to which the University may be entitled because of any breach thereof, excepting only a written instrument expressly providing for such release or waiver. No cancellation, rescission or annulment hereof, in whole or as to any part of the Contract, because of any breach hereof, shall be deemed a waiver of any money damages to which the University may be entitled because of such breach. No waiver by the University of any breach of the Contract shall be deemed to be a waiver of any other or any subsequent breach.

**Section 4.22 Limitation of Actions**

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

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- (2) Notwithstanding anything in the laws of the State of New York to the contrary, the Contractor, or anyone claiming under or through the Contractor, shall not be entitled to any additional time to begin anew any other action if an action commenced within the times herein specified is dismissed or discontinued for any reason whatsoever.

**Section 4.23 Electronic Payments**

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

**Article V**  
**Protection of Rights and Property**

**Section 5.01 Accidents and Accident Prevention**

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

**Section 5.02 Adjoining Property**

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

**Section 5.03 Emergencies**

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

**Section 5.04 Fire Safety**

- (1) If the existing building is to be partially occupied during the course of the project, all existing exits except those shown for closure, fire walls, fire barriers and fire protection systems shall be continuously maintained in the occupied phases in compliance with the Fire Code of New York State and as required by NFPA 241 and as recommended in its Annex A, Explanatory Material, or other measures must be taken which in the opinion of the Consultant will provide equal safety. Those portions occupied by the campus must be available for their use 24 hours a day, seven days a week during the contract period unless otherwise scheduled in these documents. Comply with all applicable State and Federal codes and regulations. Prior to removal of existing fire walls, fire barriers and fire protection systems, if such removal is part of the work, install equivalent temporary fire walls, fire barriers and fire protection systems. The cost of all labor, fire watches, variances, materials, installations, maintenance and removal of such temporary fire protection systems or modifications to the existing systems are the responsibility of the Contractor. Install permanent fire walls, fire barriers and fire protection systems, if provided as part of the work, as soon as practical and as required by NFPA 241 and as recommended in its Annex A, Explanatory Material.

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- (2) Solid fuel salamanders and heaters shall not be used by the Contractor or any of its subcontractors. All other salamanders used by the Contractor or any of its subcontractors shall require constant attendance of competent persons on each floor where in use.
- (3) All temporary fabric used by the Contractor or any of its subcontractors for curtains or awnings shall be either non-combustible or flame retarded so that it will not burn or propagate flame.

**Section 5.05 Risks Assumed by Contractor**

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

**Section 5.06 Insurance Requirements**

- (1) General Provisions

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

(2) Submission of Insurance

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

Unless otherwise agreed to in writing by the University, policies shall be written to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) calendar days' prior,



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written notice except for non-payment, in which case notice shall be provided as required by law from the insurance carrier to the University. In addition, if required by the University, the Contractor shall deliver to the University within three (3) business days of such request a copy of any or all certificates of insurance and required endorsements not previously provided.

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

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

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

(3) Specific Coverage

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

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

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

Insurance policies that remove or restrict blanket contractual liability located in the “insured contract” definition (as stated in Section V, Number 9, Item f in the ISO CGL policy) so as to limit coverage against claims that arise out of the work under the Agreement, or that remove or modify the “insured contract” exception to the employers liability exclusion, or that do not cover the Additional Insureds for claims involving injury to employees of the Named Insured or subcontractors, are not acceptable.

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

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

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

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

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

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

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

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

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

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

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

**Section 5.07 Builder's Risk**

- (1) The Contractor shall procure and maintain, at its own cost and expense, until final acceptance of all work covered by this Agreement or until the Project has been turned over for use by the State University of New York, whichever event occurs earlier, a builder's risk insurance policy covering all risks, with fire, extended coverage, vandalism and malicious mischief coverage. In the event the loss occurs at an occupied facility, the policy shall permit occupancy without the consent of the insurance company. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by operation of any law, ordinance, or regulation, and property of the State held in their care, custody and/or control.
- (2) The policy shall be in an amount equal to the Project's insurable value, i.e., the Contract consideration less the cost of the Contractor's Performance and Labor and Material Bonds; the cost of trees, shrubbery, lawn grass, plants and the maintenance of the same; the cost of demolition; the cost of excavation; the cost of foundations, piers or other supports which are below the undersurface of the lowest basement floor, or where there is no basement, which are below the surface of the ground, concrete and masonry work; the cost of underground flues, pipes or wiring; the cost of earthmoving, grading and the cost of paving, roads, walks, parking lots or athletic fields; and the cost of bridges, tunnels, dams, piers, wharves, docks, retaining walls and radio and/or television towers and antennas.
- (3) The policy may contain a provision for a \$500 deductible for each loss to a Project having an insurable value of less than \$1,500,000 and a \$1,000 deductible for each loss to a Project having an insurable value of \$1,500,000 or more.
- (4) The University, the Contractor and its subcontractors, as their interests may appear, shall be named as the parties insured under said policy.
- (5) The Contractor shall have the sole responsibility to promptly report any loss to the insurer and/or its representatives and to furnish the latter with all necessary details relating to the occurrence of the loss and the amount thereof. The University, the Contractor and all subcontractors of the Contractor waive all rights, each against the others, for damages caused by fire or other perils covered by insurance provided under the terms of this Section, except such rights as they may have to the proceeds of insurance received; provided, however, this waiver shall not apply to any manufacturer, supplier or similar agent under any guarantee or warranty.
- (6) The Contractor shall not violate or permit to be violated any condition of such policy and shall at all times satisfy the fire safety requirements of the University and the insurance company issuing the same.
- (7) The procurement and maintenance of said policy shall in no way be construed or be deemed to relieve the Contractor from any of the obligations and risks imposed upon it by this Agreement or to be a limitation on the nature or extent of such obligations and risks.
- (8) Not less than thirty calendar days prior to the expiration date or renewal date, the Contractor shall supply the University with an updated replacement certificate of insurance and endorsements. The Contractor shall advise the University of any letter or notification that cancels, materially changes, or non- renews the policy and Contractor shall require the insurance carrier(s) to copy the University on any letter or notification that cancels, materially changes, or non- renews the policy. Before the Contractor shall be entitled to have any progress payment rendered on account of the work which is to be insured pursuant to this Section, it shall furnish to the University a certificate in duplicate of the insurance herein required. Such insurance must be procured from an insurance carrier approved by the University, licensed or authorized to do business in the State of New York and rated at least "A-" by A.M. Best Company.

**Section 5.08 Effect of Procurement of Insurance**

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

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**Section 5.09 No Third Party Rights**

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

**Article VI**

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

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

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

**Article VII**

**Provisions Required by Law**

**Section 7.01 Provisions Deemed Inserted**

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

**Section 7.02 Wage Rates**

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

**Section 7.03 Governing Law**

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

**Article VIII**

**Vendor Responsibility**

- (1) The Contractor shall at all times during the Agreement term remain responsible. The Contractor shall provide the University with written notice as required by this Article of any issues impacting its responsibility, which shall minimally include updated responses to the it's filed vendor responsibility questionnaire. The Contractor agrees, if requested by the University, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance and organizational and financial capacity.

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- (2) The University, at its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when the University discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Agreement activity may resume at such time as the University issues a written notice authorizing a resumption of performance under the Agreement.
- (3) Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate University officials or staff, the Contractor may be terminated by the University at the Contractor's expense where the Contractor is determined by the University to be non-responsible. In such event, the University may complete the contractual requirements in any manner that the University may deem advisable and pursue available legal or equitable remedies for breach.

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

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

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

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Construction Agreement

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

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

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

*Agency Certification:*

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

Contract Number: **\*Insert Contract Number\***

**\*Insert Contractor Name\***

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE UNIVERSITY OF NEW YORK**

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED BY ATTORNEY GENERAL:**

\_\_\_\_\_ Date: \_\_\_\_\_

By:

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

\_\_\_\_\_ Date: \_\_\_\_\_

By:

State University of New York  
Construction Agreement

**ACKNOWLEDGMENTS**

(ACKNOWLEDGMENT BY AN INDIVIDUAL)

STATE OF NEW YORK    )  
                                      ) ss.  
COUNTY OF            )

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

\_\_\_\_\_  
Notary Public

(ACKNOWLEDGMENT BY A PARTNERSHIP)

STATE OF NEW YORK    )  
                                      ) ss.  
COUNTY OF            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came  
\_\_\_\_\_, to me known and  
known to me to be the person who executed the above instrument, who, being duly sworn by me, did for  
themselves depose and say that they are a member of the firm of \_\_\_\_\_,  
consisting of themselves and \_\_\_\_\_, that he/she executed the foregoing  
instrument in the firm name \_\_\_\_\_, and that he/she had  
authority to sign the same, and that he/she did duly acknowledge to me that he/she executed the same as the  
act and deed of the aforementioned firm for the purposes mentioned therein.

\_\_\_\_\_  
Notary Public

(ACKNOWLEDGMENT BY A CORPORATION)

STATE OF                )  
                                      ) ss.  
COUNTY OF            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came  
\_\_\_\_\_, to me known, who, being duly sworn, did  
depose and say that he/she reside in \_\_\_\_\_; that he/she is the  
\_\_\_\_\_ of the \_\_\_\_\_, the  
corporation described in and which executed the above instrument; and that he/she/they signed his/her/their  
name(s) thereto by authority of the board of directors of said corporation.

\_\_\_\_\_  
Notary Public



State University of New York  
Construction Agreement

**Schedule I, II, III**

**SCHEDULE I                      Unit Prices**

Refer to Section 4.04 of the Agreement for additional information.

<u>Work or Material</u> <u>Description</u>	<u>Amount in Words</u>	<u>Amount in Figures</u>
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**NONE**

**SCHEDULE II                      Allowance(s)**

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

<u>Work or Material</u> <u>Description</u>	<u>Amount in Words</u>	<u>Amount in Figures</u>
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**NONE**

**SCHEDULE III                      Field Order Allowance**

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

**NONE**

\_\_\_\_\_  
(in words)

\_\_\_\_\_  
(in figures)

State University of New York  
Construction Agreement

**Schedule A**  
**Insurance Requirements**

Contract Number: **\*insert contract number\***

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

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

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

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

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

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

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

**Guidance to Submit Insurance Certificates**

- Certificates must be signed
- Acord forms must be emailed directly by the agent or carrier
- Email certificates and other insurance related correspondence to [Gretchen.Fronczak@fredonia.edu](mailto:Gretchen.Fronczak@fredonia.edu)
- Include in the subject line the campus and contract number
- Please do not mail additional copies

## State University of New York

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**20. OMNIBUS PROCUREMENT ACT OF 1992.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SUBCONTRACT** herein referred to as "Subcontract", shall mean any agreement for a total expenditure in excess of \$25,000 providing for services, including non-staffing expenditures, supplies or materials of any kind between a State agency and a prime contractor, in which a portion of the prime contractor's obligation under the State contract is

undertaken or assumed by a business enterprise not controlled by the prime contractor.

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

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

minority-owned business enterprise goal and the women-owned business enterprise goal.

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

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

origins in any of the Far East countries, South East Asia, the Indian Subcontinent or Pacific Islands.

**CERTIFIED ENTERPRISE OR BUSINESS** shall mean a business verified as a minority or women-owned business enterprise pursuant to section 314 of the Executive Law. A business enterprise which has been approved by the New York Division of Minority & Women Business Development ("DMWBD") for minority or women-owned enterprise status subsequent to verification that the business enterprise is owned, operated, and controlled by minority group members or women, and that also meets the financial requirements set forth in the regulations.

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

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

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

(c) As part of the Contractor's EEO policy statement, the Contractor, as a precondition to entering into a valid and binding State Contract, shall agree to the

following in the performance of the State Contract: (i) The Contractor will not discriminate against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State Contracts;(ii) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the State Contract, all qualified applicants will be afforded equal employment opportunities without discrimination; (iii) At the request of the University the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

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

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

(i) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating

and providing notice to SUNY of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

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

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

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



prior criminal conviction and prior arrest.

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

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

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

(j) If a Contractor or Subcontractor does not have an existing affirmative action program, the University may provide to the Contractor or Subcontractor a model

plan of an affirmative action program. Upon request, the Director of DMWBD shall provide a contracting agency with a model plan of an affirmative action program.

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

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

teaming agreement, or other similar arrangement.

#### **4. PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN.**

The University shall determine whether Contractor has made conscientious and active efforts to employ and utilize minority group members and women to perform this State Contract based upon an analysis of the following factors:

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

(b) Whether Contractor sent letters to recruiting sources, labor unions, or authorized representatives of workers with which contractor has a collective bargaining or other agreement or understanding requesting assistance in locating minority group members and women for employment.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

(h) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the Contractor. It shall be the responsibility of Contractor to ensure compliance by every Subcontractor with these provisions.

## **6. MWBE Utilization Plan.**

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

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

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

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

Contractor intends to use to perform the State contract;

ii. insert a description of the contract scope of work which the Contractor intends to structure to increase the participation by NYS Certified minority- and women-owned enterprises on the State contract;

iii. insert the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State contract which the Contractor intends to be performed by a NYS Certified minority- or women-owned business; and

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

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

i. list NYS Certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State contract;

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

iii. reasons why it is not an acceptable element of the Contract scope of work which the MWBE Program Office has determined can be reasonably structured by the Contractor to increase the likelihood of

- participation in the Contract by MWBEs; and
- iv. other information which the MWBE Program Office determines to be relevant to the MWBE Utilization Plan.

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

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

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

- i. If a Contractor fails to submit a MWBE Utilization Plan;
- ii. If a Contractor fails to submit a written remedy to a notice of deficiency in a MWBE Utilization Plan;
- iii. If a Contractor fails to submit a request for waiver; or
- iv. If the MWBE Program Office determines that the Contractor has failed to document Good Faith Efforts.

(g) Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the

Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.

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

## **7. Waivers.**

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

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

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

## **8. MWBE Contractor Compliance Report.**

Contractor is required to submit an MWBE Contractor Compliance

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

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

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

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

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

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

construction, demolition, replacement, major repair or renovation of real property and improvements thereon, Contractor shall exert good faith efforts to achieve a participation goal of eighteen point nine percent (18.9%) for Certified Minority-Owned Business Enterprises and eleven point one percent (11.1%) for Certified Women-Owned Business Enterprises.

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

or Subcontractor in its efforts to comply with these provisions. If the University is unable to resolve the issue of noncompliance, the University may file a complaint with the DMWBD.

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

**11. DAMAGES FOR NON-COMPLIANCE.**

Where the University determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay liquidated damages to the University. Such liquidated damages shall be calculated as an amount equaling the difference between:

a. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

b. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the University, Contractor shall pay such liquidated damages to the University within sixty (60) days after such damages are assessed, unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the University.

**BID BOND**

BOND NO. \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_

having an office at  
\_\_\_\_\_(hereinafter called the "Principal") and the  
\_\_\_\_\_(hereinafter called the "Surety") are held and firmly bound unto the State University of New York (hereinafter called the University)  
in the full and just sum of\_\_\_\_\_ dollars (\$\_\_\_\_\_)  
(in words) (in figures)

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

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

Titled \_\_\_\_\_

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

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

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**BID BOND**

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

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

\_\_\_\_\_ on this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

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

\_\_\_\_\_ on this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

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

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

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

\_\_\_\_\_  
Notary Public

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

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

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

\_\_\_\_\_  
Notary Public

**(Acknowledgment by Surety Company)**

STATE OF                        )  
  ) ss.:  
COUNTY OF                )

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

\_\_\_\_\_  
Notary Public



## PROSPECTIVE BIDDERS NOTICE MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE REQUIREMENTS: CONSTRUCTION CONTRACTS

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To Prospective Bidders:

Consistent with the State University of New York (SUNY)'s commitment and in accordance with Article 15-A of the New York State Executive Law, contractors are required to ensure that good faith efforts are made to include meaningful participation by Minority and Women-Owned Business Enterprises (MWBE). These requirements apply to all SUNY construction contracts in excess of \$100,000.

**Receipt of the MWBE utilization plan is required within seven (7) business days after the bid opening, for construction contracts only.** The Contract Administrator shall provide MWBE Utilization Plan Form (107) to the campus MWBE Program Coordinator for review and approval for the three apparent low bidders ("Contractor"). The MWBE forms identified below shall be submitted by all bidders.

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

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

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

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

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

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

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

- a. A request for partial or total waiver of MWBE goals as required by 5 NYCRR Part §142.6 (f) on Request for Waiver Form ([Form 7557-114](#)) provided by the University-wide MWBE Program Office.
- b. Copy of the deficient Utilization Plan.

- c. Work Scope of this contract. If there are subcontracting opportunities, please provide documentation d, e, and f.
- d. Screenshot of searching results for available MWBEs in [NYS M/WBE Directory](#).
- e. Copy of email messages containing the request for quote, along with the responses from MWBEs.
- f. Forms required to obtain this information are:
  - [7557-101](#) – MWBE Contractor Solicitation Letter
  - [7557-102](#) – MWBE Participation Quote
  - [7557-103](#) – MWBE Contractor Unavailability Certification

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

The State University of New York at Fredonia  
Gretchen Fronczak, Capital Project Assistant  
Facilities Planning  
280 Central Avenue  
Fredonia, NY 14063  
Phone: (716) 673-3722  
Email: [Gretchen.Fronczak@fredonia.edu](mailto:Gretchen.Fronczak@fredonia.edu)

- OR - IF APPLICABLE

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

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

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



**STATE UNIVERSITY OF NEW YORK**  
**MWBE UTILIZATION PLAN INSTRUCTIONS**  
**(FOR ALL CONTRACT TYPES)**

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

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

1. The three low bidding contractors ("Contractors") are required to submit a Utilization Plan (107) to the MWBE Program Coordinator within seven (7) calendar days after the opening of bids for construction contracts exceeding \$100,000.
2. The MWBE Program Coordinator is required to submit the mandatory MWBE documentation to the University-wide MWBE Program Office web based contract management system for commodity, service and construction related consultant service contracts exceeding \$25,000 for construction project exceeding \$100,000 upon contract execution.
3. The MBE and WBE goals are separate and not to be treated as one combined goal.
4. The MBE and WBE firms included are businesses the bidder *seriously expects* to include in the project activity.
5. The contractor reasonably commits to the dollar values included in the plan for participation by MBE and WBE subcontractors and suppliers.
6. MBE and WBE firms **must be certified** by the New York State Department of Economic Development, Division of Minority and Women Business Development. A directory of certified minority and women-owned business enterprises is available on the internet at <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>.
7. Contractors utilizing MWBE firms for supplies/materials/equipment whose NYS certification profile designates them as Broker will receive an MWBE utilization credit for the actual monetary value of the broker fees or the actual markup percentage of the items brokered.
8. MBE and WBE Participation:  
The actual services provided by the MBE or WBE must be essential in the performance of the scope of work for the applicable contract. Utilization of a certified MBE or WBE as a conduit or pass through for participation credit is **strictly prohibited**. It is the discretion of University-wide MWBE Program to determine whether services are essential in the performance of the scope of work and offer a determination of the appropriateness of work allowed for lower tier subcontracting in accordance with practices generally accepted in the construction industry. The services the MBE or WBE will provide must be among those explicitly identified in the profile (codes) of firm as listed in the NYS Empire State Development Directory of Certified MWBEs. Firms submitted or who participate in the project outside of these conditions and without specific prior approval by SUNY will not be credited toward the MWBE Utilization Plan and goals for the contract.
9. Prior to submitting the Plan, the bidders should confirm the following:
  - a. MBE and WBE firms are NYS certified;
  - b. MBE **or** WBE designation ~ Dual certified firms may be used as *either* but **not** both;
  - c. MBE and WBE firms are being used for item(s) within their certification product codes;
  - d. MBE and WBE firms will perform work for which they have been submitted; and
  - e. 2nd tier subcontractors and/or suppliers are noted as such and the purchaser of the product identified (i.e. purchase by electrical sub)

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

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

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

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

### **MWBE FORM (107) INSTRUCTIONS**

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

#### **Subcontractor Name & Address**

Name & Address of each MBE/WBE subcontractor or supplier

#### **MBE or WBE**

Minority (MBE) or Women (WBE) Designation

#### **Federal ID**

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

#### **Dollar Value of Subcontract or Purchase Order**

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

#### **Description of Work or Supplies**

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

#### **Schedule**

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

#### **Signature**

To be signed by an Officer of the Company

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

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

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

#### ***Submit To:***

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



## UNIVERSITY-WIDE MWBE PROGRAM UTILIZATION PLAN

SUNY Project No. \_\_\_\_\_

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Primary Contact: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Fax Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Agreement/Contract Value: \_\_\_\_\_

GOALS: MBE \_\_\_\_\_%

WBE \_\_\_\_\_%

Campus: \_\_\_\_\_

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

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

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ COMPANY OFFICER'S SIGNATURE \_\_\_\_\_ DATE: [Click here to enter a date.](#)

APPROVED: ☐ DEFICIENT: ☐ MWBE PROGRAM COORDINATOR: \_\_\_\_\_ DATE: \_\_\_\_\_

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

**Policy Statement**

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

**Minority Business Officer**

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

**M/WBE Contract Goals**

\_\_\_\_\_ % Minority Business Enterprise Participation

\_\_\_\_\_ % Women's Business Enterprise Participation

**EEO Contract Goals**

10% Minority Labor Force Participation

10% Female Labor Force Participation

\_\_\_\_\_  
(Authorized Representative)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EEO STAFFING PLAN****Instructions on page 2**

<b>Solicitation No.:</b>	<b>Reporting Entity:</b>	<b>Report includes Contractor's/Subcontractor's:</b> <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force
<b>Offeror's Name:</b>		<input type="checkbox"/> Offerer <input type="checkbox"/> Subcontractor <b>Subcontractor's name</b> _____
<b>Offeror's Address:</b>		

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

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

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

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

**Instructions for completing:**

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

**RACE/ETHNIC IDENTIFICATION**

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

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

**OTHER CATEGORIES**

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



## PROSPECTIVE BIDDERS NOTICE SERVICE DISABLED VETERAN-OWNED BUSINESS ENTERPRISE REQUIREMENTS: CONSTRUCTION CONTRACTS

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To Prospective Bidders:

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

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

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

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

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

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

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

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

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

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

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

The State University of New York at Fredonia  
Gretchen Fronczak, Capital Project Assistant  
Facilities Planning  
280 Central Avenue  
Fredonia, NY 14063  
Phone: (716) 673-3722  
Email: [Gretchen.Fronczak@fredonia.edu](mailto:Gretchen.Fronczak@fredonia.edu)

- OR - IF APPLICABLE

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

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



## STATE UNIVERSITY OF NEW YORK SDVOB UTILIZATION PLAN

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

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

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

7. SDVOB Participation:

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

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

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

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

The University-wide MWBE Program Office in collaboration with the campus MWBE Program Coordinator will review the Utilization Plan and notify the Contractor of any deficiencies and determine necessary actions to bring the Plan into compliance. The University-wide MWBE Program Office reserves the right to require the Contractor to provide sufficient

documentation of the efforts made in the development of the Utilization Plan. The documentation should meet the good faith efforts standard under 9 NYCRR § 252.2, and demonstrate the Contractor's commitment to providing opportunities for SDVOB firms in the development of the Utilization Plan.

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

### **SDVOB FORM (7564-107) UTILIZATION PLAN INSTRUCTIONS**

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

#### **Subcontractor Name & Address**

Name & Address of each SDVOB subcontractor or supplier.

#### **Federal ID**

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

#### **Dollar Value of Subcontract or Purchase Order**

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

#### **Description of Work or Supplies**

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

#### **Schedule**

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

#### **Signature**

To be signed by an Officer of the Company.

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

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

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

#### ***Submit To:***

State University of New York  
Office of Diversity, Equity and Inclusion University-wide MWBE Program  
353 Broadway  
Albany, NY 12246  
Or [MWBEProgram@suny.edu](mailto:MWBEProgram@suny.edu)



### UNIVERSITY-WIDE SDVOB PROGRAM UTILIZATION PLAN

SUNY Project No. \_\_\_\_\_

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Primary Contact: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Fax Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Agreement/Contract Value: \_\_\_\_\_

**GOALS:** SDVOB \_\_\_\_\_ %

**Campus:** \_\_\_\_\_

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

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



NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY OFFICER'S SIGNATURE \_\_\_\_\_

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

APPROVED: ☐

DEFICIENT: ☐

MWBE PROGRAM COORDINATOR: \_\_\_\_\_ DATE: \_\_\_\_\_



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

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

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

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

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

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



## UNIVERSITY-WIDE SDVOB PROGRAM UTILIZATION PLAN

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

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

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

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

☐



## UNIVERSITY-WIDE SDVOB PROGRAM UTILIZATION PLAN

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

### Subcontractor Name & Address

Name & Address of each SDVOB subcontractor or supplier.

### SDVOB

Service-Disabled Veteran-Owned Designation.

### Federal ID

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

### Dollar Value of Subcontract or Purchase Order

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

### Description of Work or Supplies

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

### Schedule

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

### Signature

To be signed by an Officer of the Company.

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

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

### Submit To:

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



**FORM A**  
**Summary: Policy and Procedure of the State University of New York**  
**Relating to State Finance Law §§139-j and 139-k**

State Finance Law §§139-j and 139-k, enacted by Ch. 1 L. 2005, as amended by Ch. 596 L. 2005, effective January 1, 2006, regulate lobbying on government procurement, including procurements by State University to obtain commodities and services and to undertake real estate transactions.

Generally, the law restricts communications between a potential vendor or a person acting on behalf of the vendor, including its lobbyist, to communications with the officers and employees of the procuring agency designated in each solicitation to receive such communications. Further, the law prohibits a communication (a “Contact”) which a reasonable person would infer as an attempt to unduly influence the award, denial or amendment of a contract. These restrictions apply to each contract in excess of \$15,000 during the “restricted period” (the time commencing with the earliest written notice of the proposed procurement and ending with the later of approval of the final contract by the agency, or, if applicable, the State Comptroller). The agency must record all Contacts, and, generally, must deny an award of contract to a vendor involved in a knowing and willful Contact. Each agency must develop guidelines and procedures regarding Contacts and procedures for the reporting and investigation of Contacts. The agency’s procurement record must demonstrate compliance with these new requirements.

Accordingly, neither a potential vendor nor a person acting on behalf of the vendor should contact any individual at State University other than the person designated in this solicitation as State University’s Designated Contact, nor attempt to unduly influence award of the contract. State University will make a record of all Contacts, and such records of Contact will become part of the procurement record for this solicitation. A determination that a vendor or a person acting on behalf of the vendor has made intentionally a Contact or provided inaccurate or incomplete information as to its past compliance with State Finance Law §§139-j and 139-k is likely to result in denial of the award of contract under this solicitation. Additional sanctions may apply.

A complete copy of the State University of New York Procurement Lobbying Policy and Procedure is available for review at [www.suny.edu/sunypp/](http://www.suny.edu/sunypp/).

**FORM B**  
**Affirmation with respect to State Finance Law §§139-j and 139-k**

A complete copy of the State University of New York Procurement Lobbying Policy and Procedure is available for review at [www.suny.edu/sunypp/](http://www.suny.edu/sunypp/).

Procurement Description/ID No.

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

Name of Offerer:  
Address:  
Person Submitting Form:  
Name:  
Title:



**FORM C**  
**Disclosure and Certification with respect to State Finance Law §§139-j and 139-k**

Procurement Description/ID No. \_\_\_\_\_

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

No \_\_\_\_  
Yes \_\_\_\_

If yes, provide the following details:  
Governmental Entity which made the finding:  
Date of finding:  
Basis of finding:

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

No \_\_\_\_  
Yes \_\_\_\_

If yes, identify the following:  
Governmental Entity which terminated the contract:  
Date of contract termination or withholding:  
Identify the related procurement contract:

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

Name of Offerer:

Address:

Signature of Person Submitting Form: \_\_\_\_\_  
Name:  
Title:  
Date:

## Bidder's Certifications

### NY HUMAN RIGHTS LAW EXECUTIVE ORDER 177 CERTIFICATION

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

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

Bidder Name: \_\_\_\_\_

By (signature): \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

## Bidder's Certifications

### NEW YORK STATE FINANCE LAW 139-L CERTIFICATION

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

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

Bidder Name: \_\_\_\_\_

By (signature): \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

## Bidder's Certifications

### NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, Bidder and each person signing on behalf of Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

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

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

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

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

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

IF BIDDER IS A CORPORATION, COMPLETE THE FOLLOWING:

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

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

## Bidder's Certifications

### Identifying Data:

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

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

\_\_\_\_\_  
Legal name of person, firm or corporation

By (signature): \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**Form I**

**State University of New York  
Checklist to Determine Contractor's Compliance with Omnibus Procurement Act  
For Contracts of \$1 Million or More**

1. Contractor has copy of the NYS Directory of Certified Minority-and-Women-Owned Business Enterprises:

Yes\_\_\_\_ No\_\_\_\_

2. Contractor has solicited quotes from firms listed in the Directory?

Yes\_\_\_\_ No\_\_\_\_

3. Contractor has contacted the NYS Department of Economic Development to obtain listings of NYS subcontractors and suppliers for products and services currently purchased from out-of-state/foreign firms?

Yes\_\_\_\_ No\_\_\_\_

4. Contractor has utilized other sources to identify NYS subcontractors and suppliers (such as Thomas Register, inhouse vendor list)?

Yes\_\_\_\_ No\_\_\_\_

If yes, please identify source.

5. Contractor has placed advertisement in NYS newspaper(s)?

Yes\_\_\_\_ No\_\_\_\_

6. Contractor has participated in vendor outreach conferences?

Yes\_\_\_\_ No\_\_\_\_

7. Contractor has provided New York State residents notice of new employment opportunities resulting from this contract through listing any such positions with the Community Services Division of the NYS Department of Labor, or providing such notification by another method?

Yes\_\_\_\_ No\_\_\_\_

8. Contractor attests to compliance with the Federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended?

Yes\_\_\_\_ No\_\_\_\_

Note: If contractor has determined that New York State business enterprises are not available to participate in such contract, the contractor shall provide a statement indicating the method by which such determination was made. If contractor does not intend to use subcontractors, the contractor shall provide a statement verifying such intent.

**State University of New York  
Omnibus Procurement Act**

**Standard 15 Day Notification Form  
For Contracts for Goods and Services of \$1 Million or More  
To Out-of-State/Foreign Firms**

In compliance with Section 2879 subdivision 5 of the Public Authorities Law and Section 139-i of the State Finance Law, the Commissioner of Economic Development is hereby notified that:

CONTRACTING AGENCY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

CONTACT PERSON AT AGENCY: \_\_\_\_\_

is preparing to enter into a contract, on or about \_\_\_\_\_ with the following out-of-state/foreign  
firm: (date)

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

BRIEF DESCRIPTION OF GOODS OR SERVICES: \_\_\_\_\_  
\_\_\_\_\_

AMOUNT OF PROPOSED CONTRACT: \_\_\_\_\_

TERM OF PROPOSED CONTRACT: \_\_\_\_\_

CONTACT PERSON AT FIRM: \_\_\_\_\_

DATE OF NOTICE TO DED: \_\_\_\_\_

For immediate notice to DED, please fax form to:  
Department of Economic Development  
Division for Small Business  
Procurement Unit  
30 South Pearl Street  
Albany, New York 12245  
Telephone (518) 292-5220 FAX (518) 292-5884





**State University of New York  
Public Officers Law**

**Form XIII**

Purchasing and Contracting Procedures  
(Procurement)

Inquiry to determine compliance with the provisions of Public Officers Law  
§ 73 (4)

Please indicate if you or any officer of your organization, or any party owning or controlling more than 10 percent of your stock if you are a corporation, or any member if you are a firm or association, is an officer or employee of the State of New York or of a public benefit corporation of the State of New York.

\_\_\_\_\_ Yes

\_\_\_\_\_ No

**LABOR AND MATERIAL BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(hereinafter called the "Principal") and \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(hereinafter called the "Principal") and \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

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## PERFORMANCE BOND (Page 2)

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

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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

## ACKNOWLEDGMENTS FOR LABOR AND MATERIAL BOND AND PERFORMANCE BOND

### (Acknowledgment by Principal, unless it is a Corporation)

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

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

\_\_\_\_\_  
Notary Public

### (Acknowledgment by Principal, if a Corporation)

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

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

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

\_\_\_\_\_  
Notary Public

### (Acknowledgment by Surety Company)

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

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

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

\_\_\_\_\_  
Notary Public

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

Name of Contractor/Professional/Vendor \_\_\_\_\_

Project Name \_\_\_\_\_

Contract # \_\_\_\_\_ Project # \_\_\_\_\_ Date Contract Rec'd \_\_\_\_\_

Contract Type: \_\_\_\_\_ Construction \_\_\_\_\_ Design \_\_\_\_\_ Other (Specify) \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Name and signature (Campus Representative)\_\_\_\_\_  
Date Reviewed

**BUILDER'S RISK INSURANCE BREAKDOWN**

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

Date: \_\_\_\_\_

Title of Project: \_\_\_\_\_

Location of Project: \_\_\_\_\_

Project No.: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_

Estimated Completion Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

\$ \_\_\_\_\_

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

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

Total Non-insurable items: \$ \_\_\_\_\_

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

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

**New York State Labor Law, Section 220-a**

**Prime Contractor's Certification (AC 2947)**

1. That I am an officer of \_\_\_\_\_  
and am duly authorized to make this affidavit on behalf of the prime contractor on public contract  
No. \_\_\_\_\_.
2. That I fully comprehend the terms and provisions of Section 220-a of the Labor Law.
3. That, except as herein stated, there are no amounts due and owing to or on behalf of laborers  
employed on the project by the contractor. (Set forth any unpaid wages and supplements, if none,  
so state).

**Name**

**Amount**

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4. That the contractor hereby files every verified statement(s) required to be obtained by the  
contractor from the subcontractor(s).
5. That, upon information and belief, except as stated herein, all laborers (exclusive of executive  
or supervisory employees) employed on the project have been paid the prevailing wages and  
supplements for their services through \_\_\_\_\_, (if more than one subcontractor  
list name and date separately) the last day worked on the project by their subcontractor(s), (Set  
forth any unpaid wages and supplements, if none, so state and utilize clause 5 (A)).

**Name**

**Amount**

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- (5A) That the contractor has no knowledge of amounts owing to or on behalf of any laborers of its  
subcontractor(s).



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**New York State Labor Law, Section 220-a**  
**Prime Contractor's Certification (AC 2947) – page 2**

6. In the event it is determined by the Commissioner of Labor that the wages or supplements or both of any such subcontractor(s) have not been paid or provided pursuant to the appropriate schedule of wages and supplements, then the contractor shall be responsible for payment of such wages and supplements pursuant to the provision of Section 223 of the Labor Law.

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Signature

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Print Name

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Title**ACKNOWLEDGEMENT:**

STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_ : SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Before me personally came \_\_\_\_\_ to me  
known and known to me to be the person described in and who executed for foregoing instrument  
and acknowledged that she/he executed the same

---

Notary Public

---

County

If this affidavit is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See CPLR 2309(c); Real Property Law, 311, 312).

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

**New York State Labor Law, Section 220-a**  
**Subcontractor's Certification (AC 2948)**

1. That I am an officer of \_\_\_\_\_  
a subcontractor on public contract No. \_\_\_\_\_ and I am  
duly authorized to make this affidavit on behalf of the firm.
2. That I make this affidavit in order to comply with the provisions of Section 220-a of the Labor Law.
3. That on \_\_\_\_\_ we received from \_\_\_\_\_  
the prime contractor a copy of the initial/revised schedule of wages and supplements  
Prevailing Wage Schedule Case Number \_\_\_\_\_ (PRC) specified in the public  
improvement contract.
4. That I have reviewed such schedule(s), and agree to pay the applicable prevailing wages and  
to pay or provide the supplements specified therein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ACKNOWLEDGEMENT:

STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_: SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
before me personally came \_\_\_\_\_ to me  
known and known to me to be the person described in and who executed for foregoing instrument and  
acknowledged that she/he executed the same.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
County

If this affidavit is verified by an oath administered by a notary public in a foreign country other  
than Canada, it must be accompanied by a certificate authenticating the authority of the notary who  
administers the oath. (See CPLR 2309(c); Real Property Law, 311, 312).

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

**New York State Labor Law, Section 220-a  
Sub-subcontractor's Certification (AC 2958)**

1. That I am an officer of \_\_\_\_\_  
a subcontractor to \_\_\_\_\_ a subcontractor  
of \_\_\_\_\_, the prime contractor on public improvement  
contract No. \_\_\_\_\_ and I am duly authorized to make this affidavit on behalf of the  
firm.
2. That I make this affidavit in order to comply with the provisions of Section 220-a of the Labor Law.
3. That on \_\_\_\_\_ we received from \_\_\_\_\_  
the (subcontractor of the) (contractor) a copy of the (initial) (revised) schedule of wages and  
supplements Prevailing Rate Schedule Case Number \_\_\_\_\_ (PRC) specified in the public  
improvement contract.
4. That I have reviewed such schedule(s), and agree to pay the applicable prevailing wages and  
to pay or provide the supplements specified therein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**ACKNOWLEDGEMENT:**

STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_ :SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ before me personally came  
\_\_\_\_\_ to me  
known and known to me to be the person described in and who executed for foregoing instrument  
acknowledged that she/he executed the same.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
County

If this affidavit is verified by an oath administered by a notary public in a foreign country other  
than Canada, it must be accompanied by a certificate authenticating the authority of the notary who  
administers the oath. (See CPLR 2309(c); Real Property Law, 311, 312).

# FREDONIA INSPECTION REQUEST FORM

Facilities Planning

Markus Kessler: Code Manager

Tel: 716.673.3722 Fax: 716.673.3103

Environmental Health & Safety

Sarah Laurie: Code Coordinator

Tel: 716.673.3796 Fax: 716.673.4860

## INSPECTION REQUEST

***The Inspection Request Form needs to be submitted by 3:00 p.m. in order for the inspection to occur within the next five business days to allow for scheduling.***

Project: \_\_\_\_\_ Date: \_\_\_\_\_

Project #: \_\_\_\_\_ Permit #: \_\_\_\_\_

Inspection Type: \_\_\_\_\_ Location: \_\_\_\_\_

*See Building Permit for Required Inspections Related to this Project*

Date Requested For Inspection: \_\_\_\_\_ Time Requested For Inspection: \_\_\_\_\_

Contractor: \_\_\_\_\_ Facilities Services \_\_\_\_\_ Outside Contractor  
\_\_\_\_\_ Department Labor

All work requested for inspection has been reviewed for compliance with the construction documents by \_\_\_\_\_ prior to this request for inspection.

Requested By: \_\_\_\_\_ Phone #: \_\_\_\_\_

## Code Compliance Manager/Coordinator Use Only

Date Received: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_ Time of Inspection: \_\_\_\_\_ AM PM

Inspection Conducted By: \_\_\_\_\_

Inspection Result: ( ) Passed ( ) Conditional ( ) Partial ( ) Failed ( ) Not Ready

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Inspection Report Attached: \_\_\_\_\_ Yes \_\_\_\_\_ No

*The State University of New York at Fredonia*  
*Environmental Health & Safety & Sustainability Department*

**Title:** Fire Prevention in Use of Cutting and Welding Processes (Hot Work Program)

**Effective Date:** 6/05/08

**Revision Date:** 9/15/2015

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## **I. INTRODUCTION**

This program has been implemented to ensure compliance with NFPA standard 51B and OSHA Standard 29CFR 1926.352.

Cutting and certain arc welding operations produce literally thousands of ignition sources in the form of sparks and hot slag. The electric arc or the oxy-fuel gas flame and the hot work pieces are also inherent ignition sources.

Anything that is combustible or flammable is susceptible to ignition by cutting, heating, and welding processes. The most common materials likely to become involved in fire are combustible building construction such as floors, partitions, and roofs; combustible contents such as wood, paper, textiles, plastics, chemicals, and flammable liquids and gases; and combustible ground cover such as grass and brush.

Preventing cutting, heating, and welding fires can best be achieved by implementing a hot work program which requires the separation of combustibles from ignition sources or the shielding of combustibles from sparks and molten slag.

## **II. RESPONSIBILITY**

### **A. Management**

EH&S&S&S at The State University of New York at Fredonia shall recognize its responsibility for the safe usage of cutting, heating and welding equipment on its property and:

1. Based on fire potentials, establish approved areas for cutting, heating and welding.
2. Design and implement a Hot Work Permit Program
3. Designate an EH&S&S&S Professional Staff member as the individual responsible for authorizing cutting, heating and welding operations in areas not specifically designed or approved for such processes.
4. Ensure that the person welding, cutting, heating and their supervisors are suitably trained in the safe operation of their equipment, the safe use of the process, and emergency procedures in the event of fire.
5. Insist that only approved equipment be used.

***The State University of New York at Fredonia***  
***Environmental Health & Safety & Sustainability Department***

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6. Select contractors to perform cutting, welding, heating who have suitably trained personnel and who have an awareness of the magnitude of the risks involved.
7. Advise all contractors about flammable materials or hazardous conditions of which they may not be aware.

**B. Supervisors**

The supervisor of cutting, welding, heating operations in areas not designed or approved for such processes may be a foreman, plant manager, contractor, or other qualified individual. The supervisor shall:

1. Be responsible for the safe handling of the cutting, welding, or heating equipment and for the safety during the cutting, welding, heating process.
2. Determine the combustible materials and hazardous areas present or likely to be present in the work location.
3. Protect combustibles from ignition by the following:
  - a) Have the work moved to a location free from dangerous combustibles.
  - b) If the work cannot be moved, have the combustibles moved to a safe distance from the work or have the combustibles properly shielded against ignition.
  - c) See that cutting, welding, heating are so scheduled that operations that might expose combustibles to ignition are not started during cutting, welding, heating.
4. Secure authorization for the cutting, welding, heating from an EH&S&S Professional Staff member.
5. Determine that the person cutting, welding, heating, etc. secures approval that conditions are safe before going ahead with cutting, welding, heating.
6. Determine that fire protection and extinguishing equipment are properly located at the site.
7. Where firewatchers are required, see that they are available at the site.
8. Where a firewatcher is not required, make a final check-up one-half hour after the completion of cutting, welding, heating operations to detect and extinguish possible smoldering fires.

**C. Cutting, Welding, Heating, etc.**

*The State University of New York at Fredonia*  
*Environmental Health & Safety & Sustainability Department*

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The person cutting, welding, heating shall handle the equipment safely and use it so as not to endanger lives and property, as follows:

1. Have approval by the supervisor before starting to cut or weld.
2. Cut or weld only where conditions are safe.
3. Continue to cut or weld only so long as conditions are unchanged from those under which approval was granted.

### **III. PERMISSIBLE AREAS**

Cutting, welding, heating shall be permitted only in areas that are or have been made fire-safe.

Permitted areas include:

1. Specific areas designed or approved for cutting, welding, heating. Designated welding, cutting, heating areas shall:
  - a) Be authorized as a designated cutting, welding, heating area by an EH&S&S Professional Staff member, and;
  - b) Not be permitted in sprinklered buildings while such protection is impaired, and;
  - c) Not be permitted in the presence of explosive atmospheres (mixtures of flammable gases, vapors, liquids, or dusts with air) or explosive atmospheres that may develop inside unclean or improperly prepared drums, tanks, or other containers and equipment that have previously contained such materials, and;
  - d) Not be permitted in areas where flammable materials are used or stored.
  - e) Not permitted in areas where heavy dust concentrations are present.
  - f) Not be permitted within 35 feet of exposed combustible materials.

### **IV. HOT WORK PERMITS**

- A. A Hot Work Permit determination is required to be performed for welding, cutting, heating in any area not designated as a welding, cutting, heating area per this program.

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- B. If it is determined that a Hot Work Permit is required, a permit for the scope of work must be obtained from an EH&S&S Professional Staff member.
- C. Before applying for a Hot Work Permit, and daily thereafter until work is completed, the supervisor (or designee) must inspect the area to ensure that it is a fire safe area. The following must be verified:
1. Cutting, heating, welding equipment to be used shall be in satisfactory operating condition and in good repair.
  2. Where combustible materials such as paper clippings, wood shavings, or textile fibers are on the floor, the floor shall be swept clean for a radius of 35 feet.
  3. Combustible floors shall be kept wet, covered with damp sand, or protected by fire-resistant shields. Where floors have been wet down, personnel operating arc welding, cutting, heating equipment shall be protected from possible shock.
  4. Where practical, all combustibles shall be relocated at least 35 feet horizontally from the work site. Where relocation is impractical, combustibles shall be protected with flameproofed covers or otherwise shielded with metal or fire-resistant guards or curtains. Edges of covers at the floor shall be tight to prevent sparks from going under them. This precaution is also important at overlaps where several covers are used to protect a large pile.
  5. All flammable materials and liquids will be removed from the area.
  6. All empty containers, which formerly held a flammable liquid, will be removed from the area.
  7. Heavy concentrations of dust will be eliminated to reduce potential fire hazard.
  8. Openings or cracks in walls, floors, or ducts within 35 feet of the site shall be tightly covered to prevent the passage of sparks to adjacent areas.
  9. Conveyor systems that might carry sparks to distant combustibles shall be suitably protected.
  10. Where cutting, heating, welding is done near walls, partitions, ceiling, or roof of combustible construction, fire-resistant shields or guards shall be provided to prevent ignition. If welding, cutting, heating is to be done on a metal wall, partition, ceiling, or roof precautions shall be taken to prevent ignition of combustibles on the other side, due to conduction or radiation, preferably by relocating combustibles. Where combustibles are not relocated, a fire watch on the opposite side from the work shall be provided. Welding, cutting, heating shall not be attempted on a metal partition, wall, ceiling, or roof having combustible covering, nor on walls or partitions of combustible sandwich-type panel construction.



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11. Cutting, welding, heating on pipes or other metal in contact with combustible walls, partitions, ceilings, or roofs shall not be undertaken if the work is close enough to cause ignition by conduction.
  12. Fully charged and operable fire extinguishers, appropriate for type of possible fire, shall be available at the work area. Where hose lines are available, they shall be connected and ready for service.
  13. When welding, heating, cutting is done in close proximity to a sprinkler head, a wet rag shall be laid over the head and then removed at the conclusion of the welding, heating, cutting operation. Special precautions shall be taken to avoid accidental operation of automatic fire detection or suppression systems.
  14. Nearby personnel shall be suitably protected against heat, sparks, slag, etc.
- D. The Supervisor must use the “Pre-Hot Work Permit Checklist” found in this program to verify the items listed above.
- E. The Supervisor must send the completed “Pre-Hot Work Checklist” along with a completed “Temporary Hot Work Permit” to an EH&S&S Professional Staff member for review.
- F. An EH&S&S Professional Staff member will review the application. If approved the application will be sent back to the supervisor who must post it in the area where the hot work is to be performed.
- G. Upon completion of the hot work, the supervisor will verify that the area was checked for smoldering fire one ½ hour after completion of hot work then send the completed Hot Work Permit and checklists back to an EH&S&S Professional Staff member for close out of the project.
- H. An EH&S&S Professional Staff member will keep copies of all applicable paperwork pertaining to the project on file in the EH&S&S office.
- I. An EH&S&S Professional Staff member or designated representative may inspect the work area prior, during, and after the job has been complete.

**V. FIRE WATCHERS**

- A. The supervisor responsible for the cutting, heating, welding process to take place in a non-designated cutting, heating, welding area will be required to use fire watchers where the following conditions exist:
1. Combustible material is in the building construction or combustible contents stored in the area are closer than 35 feet to the point of operation, or;
  2. Combustibles are stored more than 35 feet away but are easily ignited by sparks, or;

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3. Wall or floor openings within a 35-foot radius expose combustible material in adjacent areas including concealed spaces in walls or floors, or;
  4. Combustible materials are adjacent to the opposite side of metal partitions, walls ceilings, or roofs and are likely to be ignited by conduction or radiation, or;
  5. The fire suppression and/or detection system in the area has been disarmed or is disabled.
- B. Firewatchers shall have fire-extinguishing equipment readily available and be trained in its use, including practice on test fires.
- C. Firewatchers shall be familiar with the facilities and procedures for sounding an alarm in the event of a fire.
- D. Firewatchers shall watch for fires in all exposed areas, and try to extinguish them only when obviously within the capacity of the equipment available, or otherwise they must sound the alarm immediately.
- E. A fire watch shall be maintained for at least a half-hour after completion of cutting, heating, welding operations to detect and extinguish smoldering fires.

**VI. ADDITIONAL PRECAUTIONS**

- A. For the elimination of possible fire in enclosed spaces as a result of gas escaping through leaking or improperly closed torch valves, the gas supply to the torch shall be positively shut off at some point outside the enclosed space whenever the torch is not to be used or whenever the torch is left unattended for a substantial period of time, such as during the lunch period. Overnight and at the change of shifts, the torch and hose shall be removed from the confined space. Open end fuel gas and oxygen hoses shall be immediately removed from enclosed spaces when they are disconnected from the torch or other gas-consuming device.
- B. Drums, containers, or hollow structures which have contained toxic or flammable substances shall, before welding, cutting, or heating is undertaken on them, either be filled with water or thoroughly cleaned of such substances and ventilated and tested.
- C. Before heat is applied to a drum, container, or hollow structure, a vent or opening shall be provided for the release of any built-up pressure during the application of heat.

THE STATE UNIVERSITY OF NEW YORK AT FREDONIA  
PRE-HOT WORK CHECK LIST

Complete this check list and bring it, along with the requested permit, to the office of Environmental Health & Safety, 140 Hendrix Hall at least 24 hours before work is to begin.

This checklist must also be completed each day prior to beginning work. All completed checklists should be turned in to the EH&S office at the end of the project.

Follow these precautions:

- ☐ Sprinklers Operational
- ☐ Available sprinklers, hose streams and extinguishers are in service and good repair
- ☐ Have extinguishers available at work site
- ☐ Have work equipment in good repair
- ☐ Are covers off smoke detectors

Within 35 foot (11M) of work:

- ☐ Wet down combustible floors. Cover with damp sand or other shield.
- ☐ Remove flammable liquids, dust, lint, and oily deposits
- ☐ Cover all wall and floor openings
- ☐ Suspend fire resistant covers beneath work
- ☐ Cover or move combustible materials with fire resistive barriers
- ☐ Contractor ID issued and current
- ☐ Cover smoke heads with covers
- ☐ Fire extinguisher available and in place

Work on or near walls or ceilings:

- ☐ Move combustibles away from sides of walls
- ☐ When working with suspended ceilings be sure to protect concealed spaces

Floors:

- ☐ Sweep floor clean of combustibles

Work on enclosed equipment:

- ☐ Clean equipment removing all combustibles
- ☐ Purge equipment of flammable vapors

Fire watch and work monitoring:

- ☐ Fire watch should be provided during the hot work and one half hour after work is completed
- ☐ Train fire watch in use of hot work equipment and alarm systems
- ☐ A fire watch may be required above, below and in adjacent areas where work takes place

Signature of Supervisor (or designee) \_\_\_\_\_ Date \_\_\_\_\_

Assigned Permit #

# POST AT WORK SITE

## TEMPORARY HOT WORK PERMIT

# POST AT WORK SITE

Permit # \_\_\_\_\_

### PART I – To be completed by supervisor

Room # \_\_\_\_\_ Building \_\_\_\_\_

Confined Space: Yes \_\_\_\_\_ No \_\_\_\_\_

Type of work to be performed: (be specific) \_\_\_\_\_

From \_\_\_\_\_ am/pm Date \_\_\_\_\_ To \_\_\_\_\_ am/pm Date \_\_\_\_\_

Requested by:

Department \_\_\_\_\_ Employee Name \_\_\_\_\_ Date \_\_\_\_\_

OR

Contractor Name \_\_\_\_\_ Date \_\_\_\_\_

Supervisor of Job Site (signature) \_\_\_\_\_ Date \_\_\_\_\_

Please forward this form to the Fire Code Coordinator along with a completed Pre Hot Work Check List

---

### PART II – To be completed by the Fire Code Coordinator

Pre Hot Work Check List Received Yes \_\_\_\_\_ No \_\_\_\_\_

Note: If a fire detection or fire suppression system is disarmed, University Police and the EH&S Department must be notified and a fire watch set.  
Additional Comments: \_\_\_\_\_

EH&S&S Professional Staff (signature) \_\_\_\_\_ Date \_\_\_\_\_

---

### PART III – To be completed by the job site supervisor after hot work is complete

Fire suppression and fire detection systems have been returned to proper working order \_\_\_\_\_ (supervisor's initial)

Area has been inspected one ½ hour after completion of hot work; no fire was evident \_\_\_\_\_ (supervisor's initial)

Return completed form to an EH&S&S Professional:

Sarah Laurie  
140 Hendrix Hall  
Phone: 673-3796 Fax: 673-3103

## SECTION 011000 - SUMMARY

### PART I - GENERAL

#### I.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.

#### I.2 SUMMARY

- A. Section Includes:

- 1. Project information.
- 2. Work covered by Contract Documents.
- 3. Contractor's use of site and premises.
- 4. Coordination with Occupants.
- 5. Work restrictions.
- 6. Specification and Drawing conventions.

- B. Related Requirements:

- 1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
- 2. Section 017300 "Execution" for coordination of Owner-installed products.

#### I.3 DEFINITIONS

- A. Work Package: A group of specifications, drawings, and schedules prepared by the design team to describe a portion of the Project Work for pricing, permitting, and construction.

#### I.4 PROJECT INFORMATION

- A. Project Identification: 00388.

- 1. Project Location: 194 Central Ave., Fredonia, New York, 14063, United States.

- B. Owner: State University of New York at Fredonia

- 1. Owner's Representative: Markus Kessler, Director of Facilities Planning

- C. Architect: Flynn Battaglia Architects D.P.C., 617 Main Street, Suite 401, Buffalo, New York, 14203.

- I. Architect's Representative: Megan Brooks, Project Manager
- D. Architect's Consultants: Architect has retained the following design professionals, who have prepared designated portions of the Contract Documents:
  - I. Building Systems: Foit Albert Associates
    - a. Electrical Engineering Representative: Bob Seekins, [RSeekins@watts-ae.com](mailto:RSeekins@watts-ae.com), 716-856-3933
    - b. Plumbing Engineer Representative: Alan Worgo, PE, [AWorgo@watts-ae.com](mailto:AWorgo@watts-ae.com), 716-856-3933
  2. Hazardous Materials: Watts Architecture & Engineering
    - a. Environmental Engineering Representative: Mark Beyer, [mbeyer@watts-ae.com](mailto:mbeyer@watts-ae.com), 716-206-5100
  3. Structural Engineering: Syracuse Engineers
    - a. Representative: Cathy Styn, PE, Principal, [cstyn@siracuseengineers.com](mailto:cstyn@siracuseengineers.com), 716-856-1894, ext. 117
  4. Surveying: Frandina Engineering and Land Surveying, P.C.
    - a. Representative: Mark Childs, LS, [mchilds@frandinasurvey.com](mailto:mchilds@frandinasurvey.com), 716-883-1299
  5. Civil Engineering: EDR, D.P.C.
    - a. Representative: Matt Mattison, RLA, Project Manager, [mmattison@edrdpc.com](mailto:mmattison@edrdpc.com), 585-271-0040

#### I.5 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following Residence and adjacent Garage:
  - I. Residence: Exterior renovations to the University President's residence including the following and other work indicated in the Contract Documents.
    - a. Hazardous material abatement in limited areas.
    - b. Electrical and plumbing upgrades including site utility work.
    - c. Scraping of exterior paint at brick, repainting of all brick.
    - d. Re-pointing of masonry in limited areas.
    - e. Chemical peeling of exterior paint at brick chimneys, repointing and repainting.
    - f. Prepping of exterior porches on east elevation, including scraping, cleaning, and sanding. Areas to include columns, eaves, trim at ceilings and ceilings. Repaint all areas.
    - g. Replacement of wood soffits at roof areas and paint.
    - h. Window replacement.
    - i. Refinish existing wood doors.
    - j. Miscellaneous exterior door hardware.
    - k. Installing a new basement access door.
    - l. Dismantling and rebuilding of south garden wall at the south patio including removal of stucco, paint removal, repointing and repainting.
    - m. Dismantling and rebuilding of west garden walls at the south patio including paint removal, repointing, and repainting.
    - n. Replacement of exterior shutters where required.

- o. Landscaping around the south patio.
  - 2. Garage: Exterior renovations to the existing Garage at the University President's residence including the following and other work indicated in the Contract Documents.
    - a. Structural stabilization of post and beam structural system.
    - b. Installation of a new concrete slab and surrounding fence to house 3 portable restrooms on the south side of the Garage, one restroom to be ADA compliant.
    - c. Repair/replacement of cedar clapboard, prep, and paint, in select areas.
    - d. Installation of new Garage door openers.
    - e. New interior and exterior lighting.
    - f. Interior stair removal.
    - g. Landscaping at fenced area.
    - h. Prep and paint Garage exterior.
    - i. Window restoration at Garage.
    - j. Installation of 1 (one) new passage door at north elevation.
- B. Type of Contract:
  - 1. Project will be constructed under a single prime contract.

#### **I.6 CONTRACTOR'S USE OF SITE AND PREMISES**

- A. Restricted Use of Site: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Limits on Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portion of Project site beyond areas in which the Work is indicated.
  - 1. Limits on Use of Site: Confine construction operations to as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
  - 2. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- D. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

## I.7 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy Project site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
  - 2. Notify Owner not less than **2 weeks** in advance of activities that will affect Owner's operations with a written description of the plan.

## I.8 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work to between **7 a.m. to 3 p.m., Monday through Friday**, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner and authorities having jurisdiction.
  - 1. Weekend Hours: **Upon request and approval, 2 weeks written notice required**
  - 2. Early Morning Hours: None
  - 3. Work in Existing Building: **All work requiring interior house access will require a prior written plan and description of the operations and level of access needed.**
  - 4. Hours for Utility Shutdowns: **Notify Owner not less than 2 weeks with a written description of the plan.**
  - 5. Hours for noisy activity: **8 a.m. to 3 p.m.; Noisy activity will need to be defined.**
- C. On-Site Work Day Restrictions: Do not perform work resulting in utility shutdowns or resulting in noisy activity on-site during work **black-out days indicated in Document 003113 "Preliminary Schedules."**
- D. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging for temporary utility services according to requirements indicated:
  - 1. **Notify Owner not less than 2 weeks in advance of proposed utility interruptions, include a written description of the plan.**
  - 2. **Obtain Owner's written permission before proceeding with utility interruptions.**
- E. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Owner's property is not permitted.



- F. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times. These tags must display a photo ID with individual's name, photo, company names, company phone number and address.

## **I.9 SPECIFICATION AND DRAWING CONVENTIONS**

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
  3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
  4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
  3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**PART 4 - END OF SECTION 011000**

**SECTION 012300 - ALTERNATES**

**PART I - GENERAL**

**I.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.

**I.2 SUMMARY**

- A. Section includes administrative and procedural requirements for alternates.

**I.3 DEFINITIONS**

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
  - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

**I.4 PROCEDURES**

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include, as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation, whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other Work of the Contract.
- C. Schedule: A Part 3 "Schedule of Alternates" Article is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. **Alternate No. 1:** Chemically remove exterior paint and repoint exterior brick masonry at house
1. Base Bid: Scrape loose paint, limited repointing of the exterior brick masonry and paint to match existing.
  2. ADD Alternate: Chemically remove paint and repoint exterior brick masonry at house
    - a. Add complete paint removal at house beyond the base bid.
    - b. To include prepping surfaces for new paint application per spec section 099113 Exterior Paint.
- B. **Alternate No. 2:** Replace garage concrete slab
1. Base Bid: Install new concrete slab where it was removed, dowel into existing slab per S-series drawings. Install new concrete topping at existing concrete slab.
  2. ADD Alternate: Remove existing concrete slab in its entirety and replace with a new concrete slab per S-series drawings.
- C. **Alternate No. 3:** Replace library roof
1. Base Bid: Retain existing roofing membrane.
  2. ADD Alternate: Remove existing roofing membrane, aluminum fascia, roof drain, insulation, and 20% of existing roof decking (if found to be damaged). Provide and install a new EPDM roofing membrane, aluminum fascia/drip edge, roof drain, tapered insulation and roof decking.
- D. **Alternate No. 4:** Replace wood windows
1. Base Bid: Retain existing wood windows at house.
  2. ADD Alternate: Remove existing wood window sashes in their entirety, frames to remain and install new aluminum clad wood insert window, divided lites and grilles to match existing windows that were removed, typical at house windows unless noted otherwise.

END OF SECTION 012300

## SECTION 012500 - SUBSTITUTION PROCEDURES

### PART I - GENERAL

#### I.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.

#### I.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. See SUNY Fredonia General Requirements
  - 2. Section 012300 "Alternates" for products selected under an alternate.

#### I.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required to meet other Project requirements but may offer an advantage to Contractor or Owner.

#### I.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit documentation identifying product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use form that is part of web-based Project management software and/or form acceptable to Architect.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.

- b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
  - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
  - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. Certificates and qualification data, where applicable or requested.
  - g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
  - h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

## **I.5 QUALITY ASSURANCE**

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

**I.6 PROCEDURES**

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

**I.7 SUBSTITUTIONS**

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
  - I. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Substitution request is fully documented and properly submitted.
    - c. Requested substitution will not adversely affect Contractor's construction schedule.
    - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - e. Requested substitution is compatible with other portions of the Work.
    - f. Requested substitution has been coordinated with other portions of the Work.
    - g. Requested substitution provides specified warranty.
    - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.
  - I. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
    - b. Requested substitution does not require extensive revisions to the Contract Documents.
    - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - d. Substitution request is fully documented and properly submitted.

- e. Requested substitution will not adversely affect Contractor's construction schedule.
- f. Requested substitution has received necessary approvals of authorities having jurisdiction.
- g. Requested substitution is compatible with other portions of the Work.
- h. Requested substitution has been coordinated with other portions of the Work.
- i. Requested substitution provides specified warranty.
- j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

## SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

### PART I - GENERAL

#### I.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.

#### I.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
  - 1. Section 013100 "Project Management and Coordination" for requirements for forms for contract modifications provided as part of web-based Project management software.

#### I.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710.

#### I.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish



times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

- e. Quotation Form: Use forms acceptable to Architect or form provided as part of a web-based Project management software.

- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

- 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
- 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
- 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
- 4. Include costs of labor and supervision directly attributable to the change.
- 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- 6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
- 7. Proposal Request Form: Use form acceptable to Architect or form provided as part of web-based Project management software.

## **I.5 ADMINISTRATIVE CHANGE ORDERS**

- A. Unit-Price Adjustment: See Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

## **I.6 CHANGE ORDER PROCEDURES**

- A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

## **I.7 CONSTRUCTION CHANGE DIRECTIVE**

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  - I. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

## SECTION 012900 - PAYMENT PROCEDURES

### PART I - GENERAL

#### I.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.

#### I.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
  - 1. See SUNY Fredonia General Requirements.
  - 2. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

#### I.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

#### I.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date, but no later than ten (10) days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Owner's name.
    - c. Owner's Project number.

- d. Name of Architect.
- e. Architect's Project number.
- f. Contractor's name and address.
- g. Date of submittal.
- 2. Arrange schedule of values consistent with format of AIA Document G703.
- 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
- 4. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site.
- 5. Overhead Costs, Proportional Distribution: Include total cost and proportionate share of general overhead and profit for each line item.
- 6. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
- 7. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

#### **I.5 APPLICATIONS FOR PAYMENT**

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments, as certified by Architect and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Owner/Contractor Agreement. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Architect by the 22nd of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
  - I. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  - I. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.

2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
  4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- F. **Stored Materials:** Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
  2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  3. Provide summary documentation for stored materials indicating the following:
    - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
    - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- G. **Transmittal:** Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.
- H. **Waivers of Mechanic's Lien:** With each Application for Payment, submit waivers of mechanic's lien from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit conditional final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  5. **Waiver Forms:** Submit executed waivers of lien on forms acceptable to Owner.
- I. **Initial Application for Payment:** Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Schedule of values.
  3. Contractor's construction schedule (preliminary if not final).

4. Products list (preliminary if not final).
  5. Submittal schedule (preliminary if not final).
  6. List of Contractor's staff assignments.
  7. List of Contractor's principal consultants.
  8. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  9. Initial progress report.
  10. Report of preconstruction conference.
  11. Certificates of insurance and insurance policies.
  12. Performance and payment bonds.
  13. Data needed to acquire Owner's insurance.
- J. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
    - a. Complete administrative actions, submittals, and Work preceding this application, as described in Section 017700 "Closeout Procedures."
  2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Certification of completion of final punch list items.
  3. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  4. Updated final statement, accounting for final changes to the Contract Sum.
  5. AIA Document G706.
  6. AIA Document G706A.
  7. AIA Document G707.
  8. Evidence that claims have been settled.
  9. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  10. Final liquidated damages settlement statement.
  11. Proof that taxes, fees, and similar obligations are paid.
  12. Waivers and releases.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

## SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

### PART I - GENERAL

#### I.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.

#### I.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project, including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. RFIs.
  - 4. Digital project management procedures.
  - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
  - 1. See SUNY Fredonia General Requirements.
  - 2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 3. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

#### I.3 DEFINITIONS

- A. BIM: Building Information Modeling.
- B. RFI: Request for Information. Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

#### I.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:



1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
  2. Number and title of related Specification Section(s) covered by subcontract.
  3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses, cellular telephone numbers, and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

#### **I.5 GENERAL COORDINATION PROCEDURES**

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results, where installation of one part of the Work depends on installation of other components, before or after its own installation.
  2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
  2. Preparation of the schedule of values.
  3. Installation and removal of temporary facilities and controls.
  4. Delivery and processing of submittals.
  5. Progress meetings.
  6. Preinstallation conferences.
  7. Project closeout activities.
  8. Startup and adjustment of systems.

## I.6 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
  - I. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
    - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
    - b. Coordinate the addition of trade-specific information to coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
    - c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
    - e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
    - f. Indicate required installation sequences.
    - g. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:
  1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
  2. Mechanical and Plumbing Work: Show the following:
    - a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
    - b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
    - c. Fire-rated enclosures around ductwork.
  3. Electrical Work: Show the following:
    - a. Runs of vertical and horizontal conduit 1-1/4 inches in diameter and larger.
    - b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.

- c. Panel board, switchboard, switchgear, transformer, busway, generator, and motor-control center locations.
    - d. Location of pull boxes and junction boxes, dimensioned from column center lines.
  - 4. Review: Architect will review coordination drawings to confirm that, in general, the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make suitable modifications and resubmit.
  - 5. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Section 013300 "Submittal Procedures."
- C. Coordination Drawing Process: Prepare coordination drawings in the following manner:
  - 1. Schedule submittal and review of Fire Sprinkler, Plumbing, HVAC, and Electrical Shop Drawings to make required changes prior to preparation of coordination drawings.
  - 2. Commence routing of coordination drawing files with HVAC Installer, who will provide drawing plan files denoting approved ductwork. HVAC Installer will locate ductwork and piping on a single layer, using orange color. Forward drawings to Plumbing Installer.
  - 3. Plumbing Installer will locate plumbing and equipment on a single layer, using blue color.
  - 4. Fire Sprinkler Installer will locate piping and equipment, using red color. Fire Sprinkler Installer shall forward drawing files to Electrical Installer.
  - 5. Electrical Installer will indicate service and feeder conduit runs and equipment in green color. Electrical Installer shall forward drawing files to Communications and Electronic Safety and Security Installer.
  - 6. Communications and Electronic Safety and Security Installer will indicate cable trays and cabling runs and equipment in purple color. Communications and Electronic Safety and Security Installer shall forward completed drawing files to Contractor.
  - 7. Contractor shall perform the final coordination review. As each coordination drawing is completed, Contractor will meet with Architect to review and resolve conflicts on the coordination drawings.
- D. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
  - 1. File Preparation Format:
    - a. Same digital data software program, version, and operating system as original Drawings.
  - 2. File Submittal Format: Submit or post coordination drawing files using PDF format.
  - 3. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
    - a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
    - b. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Architect.

**I.7 REQUEST FOR INFORMATION (RFI)**

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  - 1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
  - 2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
  - 1. Project name.
  - 2. Owner name.
  - 3. Owner's Project number.
  - 4. Name of Architect.
  - 5. Architect's Project number.
  - 6. Date.
  - 7. Name of Contractor.
  - 8. RFI number, numbered sequentially.
  - 9. RFI subject.
  - 10. Specification Section number and title and related paragraphs, as appropriate.
  - 11. Drawing number and detail references, as appropriate.
  - 12. Field dimensions and conditions, as appropriate.
  - 13. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  - 14. Contractor's signature.
  - 15. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
    - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: AIA Document G716.
  - 1. Attachments shall be electronic files in PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
  - 1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.

- e. Requests for adjustments in the Contract Time or the Contract Sum.
  - f. Requests for interpretation of Architect's actions on submittals.
  - g. Incomplete RFIs or inaccurately prepared RFIs.
- 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
- 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
  - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 5 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log bi-weekly. Include the following:
  - 1. Project name.
  - 2. Name and address of Contractor.
  - 3. Name and address of Architect .
  - 4. RFI number, including RFIs that were returned without action or withdrawn.
  - 5. RFI description.
  - 6. Date the RFI was submitted.
  - 7. Date Architect's response was received.
  - 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
  - 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within three days if Contractor disagrees with response.

## **I.8 DIGITAL PROJECT MANAGEMENT PROCEDURES**

- A. Architect's Data Files Not Available: Architect will not provide Architect's CAD drawing digital data files for Contractor's use during construction unless a specific written agreement is made with the Architect for their use.
- B. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
  - 1. Assemble complete submittal package into a single indexed file, incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  - 2. Name file with submittal number or other unique identifier, including revision identifier.
  - 3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

**I.9 PROJECT MEETINGS**

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
  - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times a minimum of seven days prior to meeting.
  - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  - 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within five days of the meeting.
- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
  - 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Responsibilities and personnel assignments.
    - b. Tentative construction schedule.
    - c. Phasing.
    - d. Critical work sequencing and long lead items.
    - e. Designation of key personnel and their duties.
    - f. Lines of communications.
    - g. Use of web-based Project software.
    - h. Procedures for processing field decisions and Change Orders.
    - i. Procedures for RFIs.
    - j. Procedures for testing and inspecting.
    - k. Procedures for processing Applications for Payment.
    - l. Distribution of the Contract Documents.
    - m. Submittal procedures.
    - n. Sustainable design requirements.
    - o. Preparation of Record Documents.
    - p. Use of the premises and existing building.
    - q. Work restrictions.
    - r. Working hours.
    - s. Owner's occupancy requirements.
    - t. Responsibility for temporary facilities and controls.
    - u. Procedures for moisture and mold control.
    - v. Procedures for disruptions and shutdowns.
    - w. Construction waste management and recycling.
    - x. Parking availability.
    - y. Office, work, and storage areas.
    - z. Equipment deliveries and priorities.

- aa. First aid.
- bb. Security.
- cc. Progress cleaning.
- 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

**C. Progress Meetings: Conduct progress meetings at biweekly intervals.**

- 1. Coordinate dates of meetings with preparation of payment requests.
- 2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
- 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
  - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - 1) Review schedule for next period.
  - b. Review present and future needs of each entity present, including the following:
    - 1) Interface requirements.
    - 2) Sequence of operations.
    - 3) Status of submittals.
    - 4) Status of sustainable design documentation.
    - 5) Deliveries.
    - 6) Off-site fabrication.
    - 7) Access.
    - 8) Site use.
    - 9) Temporary facilities and controls.
    - 10) Progress cleaning.
    - 11) Quality and work standards.
    - 12) Status of correction of deficient items.
    - 13) Field observations.
    - 14) Status of RFIs.
    - 15) Status of Proposal Requests.
    - 16) Pending changes.
    - 17) Status of Change Orders.
    - 18) Pending claims and disputes.
    - 19) Documentation of information for payment requests.
- 4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

- a. **Schedule Updating:** Revise Contractor's construction schedule after each progress meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- D. **Coordination Meetings:** Conduct Project coordination meetings at weekly regular intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
  1. **Attendees:** In addition to representatives of Owner and Architect when required, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. **Agenda:** Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. **Combined Contractor's Construction Schedule:** Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - b. **Schedule Updating:** Revise combined Contractor's construction schedule after each coordination meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
    - c. **Review present and future needs of each contractor present, including the following:**
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site use.
      - 8) Temporary facilities and controls.
      - 9) Work hours.
      - 10) Hazards and risks.
      - 11) Progress cleaning.
      - 12) Quality and work standards.
      - 13) Status of RFIs.
      - 14) Proposal Requests.
      - 15) Change Orders.
      - 16) Pending changes.
  3. **Reporting:** Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.



PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

## SECTION 013300 - SUBMITTAL PROCEDURES

### PART I - GENERAL

#### I.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.

#### I.2 SUMMARY

- A. Section Includes:
  - 1. Submittal schedule requirements.
  - 2. Administrative and procedural requirements for submittals.
- B. Related Requirements:
  - 1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
  - 2. Section 014000 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
  - 3. Section 017700 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.

#### I.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

#### I.4 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal Schedule: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal Schedule: Submit concurrently with the first complete submittal of Contractor's construction schedule.
  - a. Submit revised submittal schedule as required to reflect changes in current status and timing for submittals.
4. Format: Arrange the following information in a tabular format:
  - a. Scheduled date for first submittal.
  - b. Specification Section number and title.
  - c. Submittal Category: Action; informational.
  - d. Name of subcontractor.
  - e. Description of the Work covered.
  - f. Scheduled date for Architect's final release or approval.
  - g. Scheduled dates for purchasing.
  - h. Scheduled date of fabrication.
  - i. Scheduled dates for installation.
  - j. Activity or event number.

## **I.5 SUBMITTAL FORMATS**

### **A. Submittal Information: Include the following information in each submittal:**

1. Project name.
2. Date.
3. Name of Architect.
4. Name of Construction Manager.
5. Name of Contractor.
6. Name of firm or entity that prepared submittal.
7. Names of subcontractor, manufacturer, and supplier.
8. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
9. Category and type of submittal.
10. Submittal purpose and description.
11. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
12. Drawing number and detail references, as appropriate.
13. Indication of full or partial submittal.
14. Location(s) where product is to be installed, as appropriate.
15. Other necessary identification.
16. Remarks.
17. Signature of transmitter.

### **B. Options: Identify options requiring selection by Architect.**

- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Paper Submittals:
  - 1. Place a permanent label or title block on each submittal item for identification; include name of firm or entity that prepared submittal.
  - 2. Provide a space approximately **6 by 8 inches** on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  - 3. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Architect will return two copies.
  - 4. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect will not return copies.
  - 5. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
  - 6. Transmittal for Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using AIA Document G810 transmittal form.
- E. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.
- F. Submittals Utilizing Web-Based Project Software: Prepare submittals as PDF files or other format indicated by Project management software.

## I.6 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Email: Prepare submittals as PDF package and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.
    - a. Architect will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
  - 2. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project management software website. Enter required data in web-based software site to fully identify submittal.
  - 3. Paper: Prepare submittals in paper form and deliver to Architect.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow 15 days for review of each resubmittal.
  4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
  5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
    - a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
  2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
  3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## I.7 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams that show factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Architect's digital data drawing files is otherwise permitted.
  1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  2. Paper Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least **8-1/2 by 11 inches**, but no larger than **30 by 42 inches**.
    - a. Three opaque copies of each submittal. Architect will retain one copies; remainder will be returned.
- C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.
  1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.

2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
  - a. Project name and submittal number.
  - b. Generic description of Sample.
  - c. Product name and name of manufacturer.
  - d. Sample source.
  - e. Number and title of applicable Specification Section.
  - f. Specification paragraph number and generic name of each item.
3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics and identification information for record.
4. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.
5. Paper Transmittal: Include paper transmittal, including complete submittal information indicated.
6. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
  - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
  - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
7. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.
  - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
8. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
  - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record Sample.
    - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
    - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

- D. **Product Schedule:** As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
  2. Manufacturer and product name, and model number if applicable.
  3. Number and name of room or space.
  4. Location within room or space.
- E. **Qualification Data:** Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. **Design Data:** Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- G. **Certificates:**
1. **Certificates and Certifications Submittals:** Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
  2. **Installer Certificates:** Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
  3. **Manufacturer Certificates:** Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
  4. **Material Certificates:** Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
  5. **Product Certificates:** Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.
  6. **Welding Certificates:** Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of AWS B2.1/B2.1M on AWS forms. Include names of firms and personnel certified.
- H. **Test and Research Reports:**
1. **Compatibility Test Reports:** Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
  2. **Field Test Reports:** Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.



3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - a. Name of evaluation organization.
  - b. Date of evaluation.
  - c. Time period when report is in effect.
  - d. Product and manufacturers' names.
  - e. Description of product.
  - f. Test procedures and results.
  - g. Limitations of use.

#### **I.8 CONTRACTOR'S REVIEW**

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
  1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

#### **I.9 ARCHITECT'S REVIEW**

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return.
  1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action.
  2. Paper Submittals: Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

3. Submittals by Web-Based Project Management Software: Architect will indicate, on Project management software website, the appropriate action.
  - a. Actions taken by indication on Project management software website have the following meanings:
    1. NO EXCEPTIONS TAKEN – Proceed with fabrication and/or installation as submitted.
    2. MAKE CORRECTIONS NOTED – Proceed with fabrication and/or installation implementing notations.
    3. REVISE AND RESUBMIT – Do not proceed with fabrication and/or installation until notations are addressed and re-submitted for review.
    4. REJECTED – Not to be used on the Project.
- B. Informational Submittals: Architect will review each submittal and will not return it or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Architect will discard submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

## SECTION 013591 - HISTORIC TREATMENT PROCEDURES

### PART 1 - GENERAL

#### I.1 SUMMARY

- A. Section includes general protection and treatment procedures for designated historic spaces, areas, rooms, and surfaces in Project.

#### I.2 DEFINITIONS

- A. Consolidate: To strengthen loose or deteriorated materials in place.
- B. Design Reference Sample: A sample that represents Architect's prebid selection of work to be matched; it may be existing work or work specially produced for Project.
- C. Dismantle: To disassemble or detach a historic item from a surface, or a nonhistoric item from a historic surface, using gentle methods and equipment to prevent damage to historic items and surfaces; disposing of items unless indicated to be salvaged or reinstalled.
- D. Historic: Spaces, areas, rooms, surfaces, materials, finishes, and overall appearance that are important to the successful restoration and reconstruction as determined by Architect. Designated historic areas and surfaces are scheduled in Part 3.
- E. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by Architect.
- F. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.
- G. Reinstall: To protect removed or dismantled item, repair and clean it as indicated for reuse, and reinstall it in original position, or where indicated.
- H. Remove: To take down or detach a nonhistoric item located within a historic space, area, or room, using methods and equipment to prevent damage to historic items and surfaces; disposing of items unless indicated to be salvaged or reinstalled.
- I. Repair: To correct damage and defects, retaining existing materials, features, and finishes while employing as little new material as possible. This includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.
- J. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.
- K. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.

- L. Reproduce: To fabricate a new item, accurate in detail to the original, and from either the same or a similar material as the original, unless otherwise indicated.
- M. Restore: To consolidate, replicate, reproduce, repair, and refinish as required to achieve the indicated results.
- N. Retain: To keep an element or detail secure and intact.
- O. Reversible: New construction work, treatments, or processes that can be removed or undone in the future without damaging historic materials unless otherwise indicated.
- P. Salvage: To protect removed or dismantled items and deliver them to Owner.
- Q. Stabilize: To provide structural reinforcement of unsafe or deteriorated items while maintaining the essential form as it exists at present; also, to reestablish a weather-resistant enclosure.
- R. Strip: To remove existing finish down to base material unless otherwise indicated.

### I.3 COORDINATION

- A. Historic Treatment Subschedule: A construction schedule coordinating the sequencing and scheduling of historic treatment work for entire Project, including each activity to be performed in historic spaces, areas, and rooms, and on historic surfaces; and based on Contractor's Construction Schedule. Secure time commitments for performing critical construction activities from separate entities responsible for historic treatment work.
  - 1. Schedule construction operations in sequence required to obtain best historic treatment results.
  - 2. Coordinate sequence of historic treatment work activities to accommodate the following:
    - a. Owner's continuing occupancy of portions of existing building.
    - b. Owner's partial occupancy of completed Work.
    - c. Other known work in progress.
    - d. Tests and inspections.
  - 3. Detail sequence of historic treatment work, with start and end dates.
  - 4. Utility Services: Indicate how long utility services will be interrupted. Coordinate shutoff, capping, and continuation of utility services.
  - 5. Equipment Data: List gross loaded weight, axle-load distribution, and wheel-base dimension data for mobile and heavy equipment proposed for use. Do not use such equipment without certification from Contractor's professional engineer that the structure can support the imposed loadings without damage.
- B. Pedestrian and Vehicular Circulation: Coordinate historic treatment work with circulation patterns within site. Circulation patterns cannot be closed off entirely, and in places can be only temporarily redirected around small areas of work. Plan and execute the Work accordingly.

#### I.4 PROJECT MEETINGS FOR HISTORIC TREATMENT

- A. Preliminary Historic Treatment Conference: Before starting historic treatment work, conduct conference at Project site.
  - 1. Attendees: In addition to representatives of Owner, Architect, and Contractor, testing service representative, historic treatment specialists, chemical-cleaner manufacturer(s), and installers whose work interfaces with or affects historic treatment shall be represented at the meeting.
  - 2. Agenda: Discuss items of significance that could affect progress of historic treatment work, including review of the following:
    - a. Historic Treatment Subschedule: Discuss and finalize; verify availability of materials, historic treatment specialists' personnel, equipment, and facilities needed to make progress and avoid delays.
    - b. Areas where existing construction is to remain and the required protection.
    - c. Qualifications of personnel assigned to historic treatment work and assigned duties.
    - d. Methods and procedures related to historic treatments, including product manufacturers' written instructions and precautions regarding historic treatment procedures and their effects on materials, components, and vegetation.
  - 3. Reporting: Architect will record conference results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from conference.

#### I.5 MATERIALS OWNERSHIP

- A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered or uncovered during the Work, regardless of whether they were previously documented, remain Owner's property.
  - 1. Dismantle and salvage each item or object and protect it from damage, then promptly deliver it to Owner where directed at Project site.

#### I.6 INFORMATIONAL SUBMITTALS

- A. Historic Treatment Program: Submit 30 days before work begins.

#### I.7 QUALITY ASSURANCE

- A. Historic Treatment Program: Prepare a written plan for historic treatment for whole Project, including each phase or process and protection of surrounding materials during operations. Describe in detail the materials, methods, and equipment to be used for each phase of work. Show compliance with indicated methods and procedures specified in this and other Sections. Coordinate this whole-Project historic treatment program with specific requirements of programs required in other historic treatment Sections.

1. Dust and Noise Control: Include locations of proposed temporary dust- and noise-control partitions and means of egress from occupied areas coordinated with continuing on-site operations and other known work in progress.
2. Debris Hauling: Include plans clearly marked to show debris hauling routes, turning radii, and locations and details of temporary protective barriers.

## **I.8 STORAGE AND HANDLING OF HISTORIC MATERIALS**

- A. Identification: Photograph, tag, and catalog historic items to be salvaged or reinstalled.
  1. Identify each item with a nonpermanent location identification tag indicating item name or use, location, and location identification number to document its original location. Indicate original locations on plans, elevations, sections, or photographs by annotating the identifying tag.
    - a. For groups of material, such as brick, provide location identification tag for pallet or container. Do not tag individually.
- B. Salvaged Historic Materials:
  1. Clean loose dirt and debris from salvaged historic items unless more extensive cleaning is indicated.
  2. Pack or crate items after cleaning; cushion against damage during handling. Label contents of containers.
  3. Store items in a secure area until delivery to Owner.
  4. Transport items to Owner's storage area on-site or on campus.
  5. Protect items from damage during transport and storage.
- C. Historic Materials for Reinstallation:
  1. Repair and clean historic items for reuse as indicated.
  2. Pack or crate items after cleaning and repairing; cushion against damage during handling. Label contents of containers.
  3. Protect items from damage during transport and storage.
  4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment unless otherwise indicated. Provide connections, supports, and miscellaneous materials to make items functional for use indicated.
- D. Existing Historic Materials to Remain: Protect construction indicated to remain against damage and soiling from construction work. Where permitted by Architect, items may be dismantled and taken to a suitable, protected storage location during construction work and reinstalled in their original locations after historic treatment and construction work in the vicinity is complete.
- E. Storage: Store historic items within a weathertight enclosure where they are protected from moisture, weather, condensation, and freezing temperatures.
  1. Secure stored materials to protect from theft.
  2. Control humidity so that it does not exceed 85 percent. Maintain temperatures 5 deg F or more above the dew point.

**F. Storage Space:**

1. Owner will arrange for limited on-site location(s) for free storage of historic material. This storage spaces provides limited security and no climate control for stored material.

**1.9 FIELD CONDITIONS**

- A. Size Limitations in Historic Spaces: Materials, products, and equipment used for performing the Work and for transporting debris, materials, and products shall be of sizes that clear surfaces within historic spaces, areas, rooms, and openings, including temporary protection, by 12 inches or more.

**PART 2 - PRODUCTS - (Not Used)**

**PART 3 - EXECUTION**

**3.1 PROTECTION**

- A. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm resulting from historic treatment procedures.
  1. Use only proven protection methods, appropriate to each area and surface being protected.
  2. Provide temporary barricades, barriers, and directional signage to exclude the public from areas where historic treatment work is being performed.
  3. Erect temporary barriers to form and maintain fire-egress routes.
  4. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during historic treatment work.
  5. Contain dust and debris generated by historic treatment work and prevent it from reaching the public or adjacent surfaces.
  6. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.
  7. Protect floors and other surfaces along hauling routes from damage, wear, and staining.
- B. Temporary Protection of Historic Materials:
  1. Protect existing historic materials with temporary protections and construction. Do not remove existing materials unless otherwise indicated.
  2. Do not attach temporary protection to historic surfaces except as indicated as part of the historic treatment program and approved by Architect.
- C. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.

- D. Existing Drains: Prior to the start of work in an area, test drainage system to ensure that it is functioning properly. Notify Architect immediately of inadequate drainage or blockage. Do not begin work in an area until the drainage system is functioning properly.
  - 1. Prevent solids such as stone or mortar residue or other debris from entering the drainage system. Clean out drains and drain lines that become sluggish or blocked by sand or other materials resulting from historic treatment work.
  - 2. Protect drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.

### 3.2 PROTECTION DURING APPLICATION OF CHEMICALS

- A. Protect motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm or spillage resulting from applications of chemicals and adhesives.
- B. Cover adjacent surfaces with protective materials that are proven to resist chemicals selected for Project unless chemicals being used will not damage adjacent surfaces as indicated in historic treatment program. Use covering materials and masking agents that are waterproof and UV resistant and that will not stain or leave residue on surfaces to which they are applied. Apply protective materials according to manufacturer's written instructions. Do not apply liquid masking agents or adhesives to painted or porous surfaces. When no longer needed, promptly remove protective materials.
- C. Do not apply chemicals during winds of sufficient force to spread them to unprotected surfaces.
- D. Neutralize alkaline and acid wastes and legally dispose of off Owner's property.
- E. Collect and dispose of runoff from chemical operations by legal means and in a manner that prevents soil contamination, soil erosion, undermining of paving and foundations, damage to landscaping, or water penetration into building interior.

### 3.3 GENERAL HISTORIC TREATMENT

- A. Have historic treatment work performed only by qualified historic treatment specialists.
- B. Ensure that supervisory personnel are present when historic treatment work begins and during its progress.
- C. Record existing work before each procedure (preconstruction), and record progress during the work. Use digital preconstruction documentation photographs.
- D. Perform regular inspections of Project site as the Work progresses to detect hazards resulting from historic treatment procedures.
- E. Follow the procedures in subparagraphs below and procedures approved in historic treatment program unless otherwise indicated:



1. Retain as much existing material as possible; repair and consolidate rather than replace.
  2. Use additional material or structure to reinforce, strengthen, prop, tie, and support existing material or structure.
  3. Use reversible processes wherever possible.
  4. Use historically accurate repair and replacement materials and techniques unless otherwise indicated.
  5. Record existing work before each procedure (preconstruction) and progress during the work with digital preconstruction documentation photographs.
- F. Notify Architect of visible changes in the integrity of material or components whether from environmental causes including biological attack, UV degradation, freezing, or thawing or from structural defects including cracks, movement, or distortion.
- I. Do not proceed with the work in question until directed by Architect.
- G. Where missing features are indicated to be repaired or replaced, provide work with appearance based on accurate duplications rather than on conjecture, subject to approval of Architect.
- H. Where work requires existing features to be removed or dismantled and reinstalled, perform these operations without damage to the material itself, to adjacent materials, or to the substrate.
- I. Identify new and replacement materials and features with permanent marks hidden in the completed Work to distinguish them from original materials. Record a legend of identification marks and the locations of the items on record Drawings.

END OF SECTION 013591

## SECTION 014000 - QUALITY REQUIREMENTS

### PART I - GENERAL

#### I.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.

#### I.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

#### I.3 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced," unless otherwise further described, means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
  - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).

- D. Mockups: Physical assemblies of portions of the Work constructed to establish the standard by which the Work will be judged. Mockups are not Samples.
1. Mockups are used for one or more of the following:
    - a. Verify selections made under Sample submittals.
    - b. Demonstrate aesthetic effects.
    - c. Demonstrate the qualities of products and workmanship.
    - d. Demonstrate successful installation of interfaces between components and systems.
    - e. Perform preconstruction testing to determine system performance.
  2. Product Mockups: Mockups that may include multiple products, materials, or systems specified in a single Section.
  3. In-Place Mockups: Mockups constructed on-site in their actual final location as part of permanent construction.
- E. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.
- F. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- G. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source (e.g., plant, mill, factory, or shop).
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" has the same meaning as the term "testing agency."
- I. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work, to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- J. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work, to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.
- I.4 CONFLICTING REQUIREMENTS**
- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting

requirements that are different, but apparently equal, to Architect for clarification before proceeding.

- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified is the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

## **I.5 ACTION SUBMITTALS**

- A. Mockup Shop Drawings:
  - 1. Include plans, sections, elevations, and details, indicating materials and size of mockup construction.
  - 2. Indicate manufacturer and model number of individual components.
  - 3. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

## **I.6 INFORMATIONAL SUBMITTALS**

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Qualification Data: For Contractor's quality-control personnel.
- C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:
  - 1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
  - 2. Primary wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.
- D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Entity responsible for performing tests and inspections.
  - 3. Description of test and inspection.
  - 4. Identification of applicable standards.
  - 5. Identification of test and inspection methods.
  - 6. Number of tests and inspections required.

7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

- F. Reports: Prepare and submit certified written reports and documents as specified.
- G. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

#### **I.7 CONTRACTOR'S QUALITY-CONTROL PLAN**

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities and to coordinate Owner's quality-assurance and quality-control activities. Coordinate with Contractor's Construction Schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
- I. Project quality-control manager may also serve as Project superintendent.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
1. Contractor-performed tests and inspections, including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections. Distinguish source quality-control tests and inspections from field quality-control tests and inspections.
  2. Special inspections required by authorities having jurisdiction and indicated on the Statement of Special Inspections.
  3. Owner-performed tests and inspections indicated in the Contract Documents.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring the Work into compliance with standards of workmanship established by Contract requirements and approved mockups.

- F. Monitoring and Documentation: Maintain testing and inspection reports, including log of approved and rejected results. Include Work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming Work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

## **I.8 REPORTS AND DOCUMENTS**

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, telephone number, and email address of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Record of temperature and weather conditions at time of sample-taking and testing and inspection.
  - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 12. Name and signature of laboratory inspector.
  - 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
  - 1. Name, address, telephone number, and email address of technical representative making report.
  - 2. Statement on condition of substrates and their acceptability for installation of product.
  - 3. Statement that products at Project site comply with requirements.
  - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 6. Statement of whether conditions, products, and installation will affect warranty.
  - 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
  - 1. Name, address, telephone number, and email address of factory-authorized service representative making report.
  - 2. Statement that equipment complies with requirements.

3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement of whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

## **I.9 QUALITY ASSURANCE**

- A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. **Fabricator Qualifications:** A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. **Installer Qualifications:** A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that is similar in material, design, and extent to those indicated for this Project.
- F. **Specialists:** Certain Specification Sections require that specific construction activities be performed by entities who are recognized experts in those operations. Specialists will satisfy qualification requirements indicated and engage in the activities indicated.
  - I. Requirements of authorities having jurisdiction supersede requirements for specialists.
- G. **Testing and Inspecting Agency Qualifications:** An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented in accordance with ASTM E329, and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- H. **Manufacturer's Technical Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. **Factory-Authorized Service Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and

perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following Contractor's responsibilities, including the following:
1. Provide test specimens representative of proposed products and construction.
  2. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
  3. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
  4. Build site-assembled test assemblies and mockups, using installers who will perform same tasks for Project.
  5. When testing is complete, remove test specimens and test assemblies, and mockups; do not reuse products on Project.
  6. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from the Contract Documents.
- K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups of size indicated.
  2. Build mockups in location indicated or, if not indicated, as directed by Architect.
  3. Notify Architect seven days in advance of dates and times when mockups will be constructed.
  4. Employ supervisory personnel who will oversee mockup construction. Employ workers who will be employed to perform same tasks during the construction at Project.
  5. Demonstrate the proposed range of aesthetic effects and workmanship.
  6. Obtain Architect's approval of mockups before starting corresponding Work, fabrication, or construction.
    - a. Allow seven days for initial review and each re-review of each mockup.
  7. Promptly correct unsatisfactory conditions noted by Architect's preliminary review, to the satisfaction of the Architect, before completion of final mockup.
  8. Approval of mockups by the Architect does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  9. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  10. Demolish and remove mockups when directed unless otherwise indicated.

#### **I.10 QUALITY CONTROL**

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.



1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
  2. Costs for retesting and reinspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  2. Engage a qualified testing agency to perform quality-control services.
    - a. Contractor will not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
  4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  5. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform duties of Contractor.
- E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including

service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."

- F. **Manufacturer's Technical Services:** Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- G. **Contractor's Associated Requirements and Services:** Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
  - 1. Access to the Work.
  - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
  - 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
  - 4. Facilities for storage and field curing of test samples.
  - 5. Delivery of samples to testing agencies.
  - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  - 7. Security and protection for samples and for testing and inspection equipment at Project site.
- H. **Coordination:** Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. **Schedule of Tests and Inspections:** Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's Construction Schedule. Update and submit with each Application for Payment.
  - 1. **Schedule Contents:** Include tests, inspections, and quality-control services, including Contractor- and Owner-retained services, commissioning activities, and other Project-required services paid for by other entities.
  - 2. **Distribution:** Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

#### **I.11 SPECIAL TESTS AND INSPECTIONS**

- A. **Special Tests and Inspections:** Owner will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner , as indicated in the Statement of Special Inspections attached to this Section, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures, and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections, and stating in each report whether tested and inspected Work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected Work.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION**

### **3.1 TEST AND INSPECTION LOG**

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
  1. Date test or inspection was conducted.
  2. Description of the Work tested or inspected.
  3. Date test or inspection results were transmitted to Architect.
  4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's and authorities' having jurisdiction reference during normal working hours.
  1. Submit log at Project closeout as part of Project Record Documents.

### **3.2 REPAIR AND PROTECTION**

- A. General: On completion of testing, inspection, sample-taking, and similar services, repair damaged construction and restore substrates and finishes.
  1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.

- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

## SECTION 014200 - REFERENCES

### PART I - GENERAL

#### I.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

#### I.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

- I. For standards referenced by applicable building codes, comply with dates of standards as listed in building codes.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - I. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

### I.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Abbreviations and acronyms not included in this list shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States." The information in this list is subject to change and is believed to be accurate as of the date of the Contract Documents.
  1. AABC - Associated Air Balance Council; [www.aabc.com](http://www.aabc.com).
  2. AAMA - American Architectural Manufacturers Association; (See FGIA).
  3. AAPFCO - Association of American Plant Food Control Officials; [www.aapfco.org](http://www.aapfco.org).
  4. AASHTO - American Association of State Highway and Transportation Officials; [www.transportation.org](http://www.transportation.org).
  5. AATCC - American Association of Textile Chemists and Colorists; [www.aatcc.org](http://www.aatcc.org).
  6. ABMA - American Bearing Manufacturers Association; [www.americanbearings.org](http://www.americanbearings.org).
  7. ABMA - American Boiler Manufacturers Association; [www.abma.com](http://www.abma.com).
  8. ACI - American Concrete Institute; (Formerly: ACI International); [www.concrete.org](http://www.concrete.org).
  9. ACPA - American Concrete Pipe Association; [www.concrete-pipe.org](http://www.concrete-pipe.org).
  10. AEIC - Association of Edison Illuminating Companies, Inc. (The); [www.aeic.org](http://www.aeic.org).
  11. AF&PA - American Forest & Paper Association; [www.afandpa.org](http://www.afandpa.org).
  12. AGA - American Gas Association; [www.aga.org](http://www.aga.org).
  13. AHAM - Association of Home Appliance Manufacturers; [www.aham.org](http://www.aham.org).
  14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); [www.ahrinet.org](http://www.ahrinet.org).
  15. AI - Asphalt Institute; [www.asphaltinstitute.org](http://www.asphaltinstitute.org).
  16. AIA - American Institute of Architects (The); [www.aia.org](http://www.aia.org).
  17. AISC - American Institute of Steel Construction; [www.aisc.org](http://www.aisc.org).
  18. AISI - American Iron and Steel Institute; [www.steel.org](http://www.steel.org).
  19. AITC - American Institute of Timber Construction; [www.plib.org](http://www.plib.org).
  20. AMCA - Air Movement and Control Association International, Inc.; [www.amca.org](http://www.amca.org).
  21. ANSI - American National Standards Institute; [www.ansi.org](http://www.ansi.org).
  22. AOSA - Association of Official Seed Analysts, Inc.; [www.aosaseed.com](http://www.aosaseed.com).
  23. APA - APA - The Engineered Wood Association; [www.apawood.org](http://www.apawood.org).
  24. APA - Architectural Precast Association; [www.archprecast.org](http://www.archprecast.org).
  25. API - American Petroleum Institute; [www.api.org](http://www.api.org).
  26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).

27. ARI - American Refrigeration Institute; (See AHRI).
28. ARMA - Asphalt Roofing Manufacturers Association; [www.asphaltroofing.org](http://www.asphaltroofing.org).
29. ASCE - American Society of Civil Engineers; [www.asce.org](http://www.asce.org).
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; [www.ashrae.org](http://www.ashrae.org).
32. ASME - ASME International; (American Society of Mechanical Engineers); [www.asme.org](http://www.asme.org).
33. ASSE - American Society of Sanitary Engineering; [www.asse-plumbing.org](http://www.asse-plumbing.org).
34. ASSP - American Society of Safety Professionals (The); [www.assp.org](http://www.assp.org).
35. ASTM - ASTM International; [www.astm.org](http://www.astm.org).
36. ATIS - Alliance for Telecommunications Industry Solutions; [www.atis.org](http://www.atis.org).
37. AVIXA - Audiovisual and Integrated Experience Association; (Formerly: Infocomm International); [www.avixa.org](http://www.avixa.org).
38. AWEA - American Wind Energy Association; [www.awea.org](http://www.awea.org).
39. AWI - Architectural Woodwork Institute; [www.awinet.org](http://www.awinet.org).
40. AWMAC - Architectural Woodwork Manufacturers Association of Canada; [www.awmac.com](http://www.awmac.com).
41. AWWPA - American Wood Protection Association; [www.awpa.com](http://www.awpa.com).
42. AWS - American Welding Society; [www.aws.org](http://www.aws.org).
43. AWWA - American Water Works Association; [www.awwa.org](http://www.awwa.org).
44. BHMA - Builders Hardware Manufacturers Association; [www.buildershardware.com](http://www.buildershardware.com).
45. BIA - Brick Industry Association (The); [www.gobrick.com](http://www.gobrick.com).
46. BICSI - BICSI, Inc.; [www.bicsi.org](http://www.bicsi.org).
47. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); [www.bifma.org](http://www.bifma.org).
48. BISSC - Baking Industry Sanitation Standards Committee; [www.bissc.org](http://www.bissc.org).
49. BWF - Badminton World Federation; (Formerly: International Badminton Federation); [www.bissc.org](http://www.bissc.org).
50. CDA - Copper Development Association; [www.copper.org](http://www.copper.org).
51. CE - Conformite Europeenne; [www.ec.europa.eu/growth/single-market/ce-marking](http://www.ec.europa.eu/growth/single-market/ce-marking).
52. CEA - Canadian Electricity Association; [www.electricity.ca](http://www.electricity.ca).
53. CFFA - Chemical Fabrics and Film Association, Inc.; [www.chemicalfabricsandfilm.com](http://www.chemicalfabricsandfilm.com).
54. CFSEI - Cold-Formed Steel Engineers Institute; [www.cfsei.org](http://www.cfsei.org).
55. CGA - Compressed Gas Association; [www.cganet.com](http://www.cganet.com).
56. CIMA - Cellulose Insulation Manufacturers Association; [www.cellulose.org](http://www.cellulose.org).
57. CISCA - Ceilings & Interior Systems Construction Association; [www.cisca.org](http://www.cisca.org).
58. CISPI - Cast Iron Soil Pipe Institute; [www.cispi.org](http://www.cispi.org).
59. CLFMI - Chain Link Fence Manufacturers Institute; [www.chainlinkinfo.org](http://www.chainlinkinfo.org).
60. CPA - Composite Panel Association; [www.compositepanel.org](http://www.compositepanel.org).
61. CRI - Carpet and Rug Institute (The); [www.carpet-rug.org](http://www.carpet-rug.org).
62. CRRC - Cool Roof Rating Council; [www.coolroofs.org](http://www.coolroofs.org).
63. CRSI - Concrete Reinforcing Steel Institute; [www.crsi.org](http://www.crsi.org).
64. CSA - CSA Group; [www.csa-group.org](http://www.csa-group.org).
65. CSI - Cast Stone Institute; [www.caststone.org](http://www.caststone.org).
66. CSI - Construction Specifications Institute (The); [www.csiresources.org](http://www.csiresources.org).
67. CSSB - Cedar Shake & Shingle Bureau; [www.cedarbureau.org](http://www.cedarbureau.org).
68. CTA - Consumer Technology Association; [www.cta.tech](http://www.cta.tech).

69. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); [www.coolingtechnology.org](http://www.coolingtechnology.org).
70. CWC - Composite Wood Council; (See CPA).
71. DASMA - Door and Access Systems Manufacturers Association; [www.dasma.com](http://www.dasma.com).
72. DHA - Decorative Hardwoods Association; (Formerly: Hardwood Plywood & Veneer Association); [www.decorativehardwoods.org](http://www.decorativehardwoods.org).
73. DHI - Door and Hardware Institute; [www.dhi.org](http://www.dhi.org).
74. ECA - Electronic Components Association; (See ECIA).
75. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
76. ECIA - Electronic Components Industry Association; [www.ecianow.org](http://www.ecianow.org).
77. EIA - Electronic Industries Alliance; (See TIA).
78. EIMA - EIFS Industry Members Association; [www.eima.com](http://www.eima.com).
79. EJMA - Expansion Joint Manufacturers Association, Inc.; [www.ejma.org](http://www.ejma.org).
80. EOS/ESD Association; (Electrostatic Discharge Association); [www.esda.org](http://www.esda.org).
81. ESTA - Entertainment Services and Technology Association; (See PLASA).
82. ETL - Intertek (See Intertek); [www.intertek.com](http://www.intertek.com).
83. EVO - Efficiency Valuation Organization; [www.evo-world.org](http://www.evo-world.org).
84. FCI - Fluid Controls Institute; [www.fluidcontrolsintstitute.org](http://www.fluidcontrolsintstitute.org).
85. FGIA - Fenestration and Glazing Industry Alliance; <https://fgiaonline.org>.
86. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); [www.fiba.com](http://www.fiba.com).
87. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); [www.fivb.org](http://www.fivb.org).
88. FM Approvals - FM Approvals LLC; [www.fmapprovals.com](http://www.fmapprovals.com).
89. FM Global - FM Global; (Formerly: FMG - FM Global); [www.fmglobal.com](http://www.fmglobal.com).
90. FRSA - Florida Roofing, Sheet Metal Contractors Association, Inc.; [www.floridarroof.com](http://www.floridarroof.com).
91. FSA - Fluid Sealing Association; [www.fluidsealing.com](http://www.fluidsealing.com).
92. FSC - Forest Stewardship Council U.S.; [www.fscus.org](http://www.fscus.org).
93. GA - Gypsum Association; [www.gypsum.org](http://www.gypsum.org).
94. GANA - Glass Association of North America; (See NGA).
95. GS - Green Seal; [www.greenseal.org](http://www.greenseal.org).
96. HI - Hydraulic Institute; [www.pumps.org](http://www.pumps.org).
97. HII/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
98. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
99. HPVA - Hardwood Plywood & Veneer Association; (See DHA).
100. IAPSC - International Association of Professional Security Consultants; [www.iapsc.org](http://www.iapsc.org).
101. IAS - International Accreditation Service; [www.iasonline.org](http://www.iasonline.org).
102. ICBO - International Conference of Building Officials; (See ICC).
103. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
104. ICEA - Insulated Cable Engineers Association, Inc.; [www.icea.net](http://www.icea.net).
105. ICPA - International Cast Polymer Association; [www.theicpa.com](http://www.theicpa.com).
106. ICRI - International Concrete Repair Institute, Inc.; [www.icri.org](http://www.icri.org).
107. IEC - International Electrotechnical Commission; [www.iec.ch](http://www.iec.ch).
108. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); [www.ieee.org](http://www.ieee.org).
109. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); [www.ies.org](http://www.ies.org).
110. IESNA - Illuminating Engineering Society of North America; (See IES).
111. IEST - Institute of Environmental Sciences and Technology; [www.iest.org](http://www.iest.org).



- I 12. IGMA - Insulating Glass Manufacturers Alliance; (See FGIA).
- I 13. IGSHPA - International Ground Source Heat Pump Association; [www.igshpa.org](http://www.igshpa.org).
- I 14. II - Infocomm International; (See AVIXA).
- I 15. ILI - Indiana Limestone Institute of America, Inc.; [www.iliai.com](http://www.iliai.com).
- I 16. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); [www.intertek.com](http://www.intertek.com).
- I 17. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); [www.isa.org](http://www.isa.org).
- I 18. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
- I 19. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); [www.isfanow.org](http://www.isfanow.org).
- I 20. ISO - International Organization for Standardization; [www.iso.org](http://www.iso.org).
- I 21. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
- I 22. ITU - International Telecommunication Union; [www.itu.int](http://www.itu.int).
- I 23. KCMA - Kitchen Cabinet Manufacturers Association; [www.kcma.org](http://www.kcma.org).
- I 24. LMA - Laminating Materials Association; (See CPA).
- I 25. LPI - Lightning Protection Institute; [www.lightning.org](http://www.lightning.org).
- I 26. MBMA - Metal Building Manufacturers Association; [www.mbma.com](http://www.mbma.com).
- I 27. MCA - Metal Construction Association; [www.metalconstruction.org](http://www.metalconstruction.org).
- I 28. MFMA - Maple Flooring Manufacturers Association, Inc.; [www.maplefloor.org](http://www.maplefloor.org).
- I 29. MFMA - Metal Framing Manufacturers Association, Inc.; [www.metalframingmfg.org](http://www.metalframingmfg.org).
- I 30. MHI - Material Handling Industry; [www.mhi.org](http://www.mhi.org).
- I 31. MIA - Marble Institute of America; (See NSI).
- I 32. MMPA - Moulding & Millwork Producers Association; [www.wmmpa.com](http://www.wmmpa.com).
- I 33. MPI - Master Painters Institute; [www.paintinfo.com](http://www.paintinfo.com).
- I 34. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; [www.mss-hq.org](http://www.mss-hq.org).
- I 35. NAAMM - National Association of Architectural Metal Manufacturers; [www.naamm.org](http://www.naamm.org).
- I 36. NACE - NACE International; (National Association of Corrosion Engineers International); [www.nace.org](http://www.nace.org).
- I 37. NADCA - National Air Duct Cleaners Association; [www.nadca.com](http://www.nadca.com).
- I 38. NAIMA - North American Insulation Manufacturers Association; [www.nadca.com](http://www.nadca.com).
- I 39. NALP - National Association of Landscape Professionals; [www.landscapeprofessionals.org](http://www.landscapeprofessionals.org).
- I 40. NBGQA - National Building Granite Quarries Association, Inc.; [www.nbgqa.com](http://www.nbgqa.com).
- I 41. NBI - New Buildings Institute; [www.newbuildings.org](http://www.newbuildings.org).
- I 42. NCAA - National Collegiate Athletic Association (The); [www.ncaa.org](http://www.ncaa.org).
- I 43. NCMA - National Concrete Masonry Association; [www.ncma.org](http://www.ncma.org).
- I 44. NEBB - National Environmental Balancing Bureau; [www.nebb.org](http://www.nebb.org).
- I 45. NECA - National Electrical Contractors Association; [www.necanet.org](http://www.necanet.org).
- I 46. NeLMA - Northeastern Lumber Manufacturers Association; [www.nelma.org](http://www.nelma.org).
- I 47. NEMA - National Electrical Manufacturers Association; [www.nema.org](http://www.nema.org).
- I 48. NETA - InterNational Electrical Testing Association; [www.netaworld.org](http://www.netaworld.org).
- I 49. NFHS - National Federation of State High School Associations; [www.nfhs.org](http://www.nfhs.org).
- I 50. NFPA - National Fire Protection Association; [www.nfpa.org](http://www.nfpa.org).
- I 51. NFPA - NFPA International; (See NFPA).
- I 52. NFRC - National Fenestration Rating Council; [www.nfrc.org](http://www.nfrc.org).

153. NGA - National Glass Association (The); (Formerly: Glass Association of North America); [www.glass.org](http://www.glass.org).
154. NHLA - National Hardwood Lumber Association; [www.nhla.com](http://www.nhla.com).
155. NLGA - National Lumber Grades Authority; [www.nlga.org](http://www.nlga.org).
156. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
157. NOMMA - National Ornamental & Miscellaneous Metals Association; [www.nomma.org](http://www.nomma.org).
158. NRCA - National Roofing Contractors Association; [www.nrca.net](http://www.nrca.net).
159. NRMCA - National Ready Mixed Concrete Association; [www.nrmca.org](http://www.nrmca.org).
160. NSF - NSF International; [www.nsf.org](http://www.nsf.org).
161. NSI - National Stone Institute; (Formerly: Marble Institute of America); [www.naturalstoneinstitute.org](http://www.naturalstoneinstitute.org).
162. NSPE - National Society of Professional Engineers; [www.nspe.org](http://www.nspe.org).
163. NSSGA - National Stone, Sand & Gravel Association; [www.nssga.org](http://www.nssga.org).
164. NTMA - National Terrazzo & Mosaic Association, Inc. (The); [www.ntma.com](http://www.ntma.com).
165. NWFA - National Wood Flooring Association; [www.nwfa.org](http://www.nwfa.org).
166. NWRA - National Waste & Recycling Association; [www.wasterecycling.org](http://www.wasterecycling.org).
167. PCI - Precast/Prestressed Concrete Institute; [www.pci.org](http://www.pci.org).
168. PDI - Plumbing & Drainage Institute; [www.pdionline.org](http://www.pdionline.org).
169. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); [www.plasa.org](http://www.plasa.org).
170. RCSC - Research Council on Structural Connections; [www.boltcouncil.org](http://www.boltcouncil.org).
171. RFCI - Resilient Floor Covering Institute; [www.rfci.com](http://www.rfci.com).
172. RIS - Redwood Inspection Service; [www.redwoodinspection.com](http://www.redwoodinspection.com).
173. SAE - SAE International; [www.sae.org](http://www.sae.org).
174. SCTE - Society of Cable Telecommunications Engineers; [www.scte.org](http://www.scte.org).
175. SDI - Steel Deck Institute; [www.sdi.org](http://www.sdi.org).
176. SDI - Steel Door Institute; [www.steeldoor.org](http://www.steeldoor.org).
177. SEFA - Scientific Equipment and Furniture Association (The); [www.sefalabs.com](http://www.sefalabs.com).
178. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
179. SIA - Security Industry Association; [www.siaonline.org](http://www.siaonline.org).
180. SJI - Steel Joist Institute; [www.steeljoist.org](http://www.steeljoist.org).
181. SMA - Screen Manufacturers Association; [www.smainfo.org](http://www.smainfo.org).
182. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; [www.smacna.org](http://www.smacna.org).
183. SMPTE - Society of Motion Picture and Television Engineers; [www.smpte.org](http://www.smpte.org).
184. SPFA - Spray Polyurethane Foam Alliance; [www.sprayfoam.org](http://www.sprayfoam.org).
185. SPIB - Southern Pine Inspection Bureau; [www.spib.org](http://www.spib.org).
186. SPRI - Single Ply Roofing Industry; [www.spri.org](http://www.spri.org).
187. SRCC - Solar Rating & Certification Corporation; [www.solar-rating.org](http://www.solar-rating.org).
188. SSINA - Specialty Steel Industry of North America; [www.ssina.com](http://www.ssina.com).
189. SSPC - SSPC: The Society for Protective Coatings; [www.sspc.org](http://www.sspc.org).
190. STI - Steel Tank Institute; [www.steeltank.com](http://www.steeltank.com).
191. SWI - Steel Window Institute; [www.steelwindows.com](http://www.steelwindows.com).
192. SWPA - Submersible Wastewater Pump Association; [www.swpa.org](http://www.swpa.org).
193. TCA - Tilt-Up Concrete Association; [www.tilt-up.org](http://www.tilt-up.org).
194. TCNA - Tile Council of North America, Inc.; [www.tileusa.com](http://www.tileusa.com).
195. TEMA - Tubular Exchanger Manufacturers Association, Inc.; [www.tema.org](http://www.tema.org).

196. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); [www.tiaonline.org](http://www.tiaonline.org).
197. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
198. TMS - The Masonry Society; [www.masonrysociety.org](http://www.masonrysociety.org).
199. TPI - Truss Plate Institute; [www.tpinst.org](http://www.tpinst.org).
200. TPI - Turfgrass Producers International; [www.turfgrasssod.org](http://www.turfgrasssod.org).
201. TRI - Tile Roofing Institute; [www.tilerroofing.org](http://www.tilerroofing.org).
202. UL - Underwriters Laboratories Inc.; [www.ul.com](http://www.ul.com).
203. UL LLC - UL LLC; [www.ul.com](http://www.ul.com).
204. UNI - Uni-Bell PVC Pipe Association; [www.uni-bell.org](http://www.uni-bell.org).
205. USAV - USA Volleyball; [www.usavolleyball.org](http://www.usavolleyball.org).
206. USGBC - U.S. Green Building Council; [www.usgbc.org](http://www.usgbc.org).
207. USITT - United States Institute for Theatre Technology, Inc.; [www.usitt.org](http://www.usitt.org).
208. WA - Wallcoverings Association; [www.wallcoverings.org](http://www.wallcoverings.org).
209. WCLIB - West Coast Lumber Inspection Bureau; [www.wclib.org](http://www.wclib.org).
210. WCMA - Window Covering Manufacturers Association; [www.wcmanet.org](http://www.wcmanet.org).
211. WDMA - Window & Door Manufacturers Association; [www.wdma.com](http://www.wdma.com).
212. WI - Woodwork Institute; [www.wicnet.org](http://www.wicnet.org).
213. WSRCA - Western States Roofing Contractors Association; [www.wsrca.com](http://www.wsrca.com).
214. WWPA - Western Wood Products Association; [www.wwpa.org](http://www.wwpa.org).

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. DIN - Deutsches Institut für Normung e.V.; [www.din.de](http://www.din.de).
2. IAPMO - International Association of Plumbing and Mechanical Officials; [www.iapmo.org](http://www.iapmo.org).
3. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
4. ICC-ES - ICC Evaluation Service, LLC; [www.icc-es.org](http://www.icc-es.org).

C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

1. COE - Army Corps of Engineers; [www.usace.army.mil](http://www.usace.army.mil).
2. CPSC - Consumer Product Safety Commission; [www.cpsc.gov](http://www.cpsc.gov).
3. DOC - Department of Commerce; National Institute of Standards and Technology; [www.nist.gov](http://www.nist.gov).
4. DOD - Department of Defense; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
5. DOE - Department of Energy; [www.energy.gov](http://www.energy.gov).
6. EPA - Environmental Protection Agency; [www.epa.gov](http://www.epa.gov).
7. FAA - Federal Aviation Administration; [www.faa.gov](http://www.faa.gov).
8. FG - Federal Government Publications; [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys).
9. GSA - General Services Administration; [www.gsa.gov](http://www.gsa.gov).
10. HUD - Department of Housing and Urban Development; [www.hud.gov](http://www.hud.gov).

11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; [www.eetd.lbl.gov](http://www.eetd.lbl.gov).
  12. OSHA - Occupational Safety & Health Administration; [www.osha.gov](http://www.osha.gov).
  13. SD - Department of State; [www.state.gov](http://www.state.gov).
  14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; [www.trb.org](http://www.trb.org).
  15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; [www.ars.usda.gov](http://www.ars.usda.gov).
  16. USDA - Department of Agriculture; Rural Utilities Service; [www.usda.gov](http://www.usda.gov).
  17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; [www.ojp.usdoj.gov](http://www.ojp.usdoj.gov).
  18. USP - U.S. Pharmacopeial Convention; [www.usp.org](http://www.usp.org).
  19. USPS - United States Postal Service; [www.usps.com](http://www.usps.com).
- D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CFR - Code of Federal Regulations; Available from Government Printing Office; [www.govinfo.gov](http://www.govinfo.gov).
  2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
  3. DSCC - Defense Supply Center Columbus; (See FS).
  4. FED-STD - Federal Standard; (See FS).
  5. FS - Federal Specification; Available from DLA Document Services; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
    - a. Available from Defense Standardization Program; [www.dsp.dla.mil](http://www.dsp.dla.mil).
    - b. Available from General Services Administration; [www.gsa.gov](http://www.gsa.gov).
    - c. Available from National Institute of Building Sciences/Whole Building Design Guide; [www.wbdg.org](http://www.wbdg.org).
  6. MILSPEC - Military Specification and Standards; (See DOD).
  7. USAB - United States Access Board; [www.access-board.gov](http://www.access-board.gov).
  8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).
- E. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; [www.bearhfti.ca.gov](http://www.bearhfti.ca.gov).
  2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; [www.calregs.com](http://www.calregs.com).
  3. CDHS; California Department of Health Services; (See CDPH).
  4. CDPH; California Department of Public Health; Indoor Air Quality Program; [www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHLB/IAQ/Pages/Main-Page.aspx](http://www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHLB/IAQ/Pages/Main-Page.aspx).
  5. CPUC; California Public Utilities Commission; [www.cpuc.ca.gov](http://www.cpuc.ca.gov).

6. SCAQMD; South Coast Air Quality Management District; [www.aqmd.gov](http://www.aqmd.gov).
7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development;  
[www.txforestsservice.tamu.edu](http://www.txforestsservice.tamu.edu).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

# Statement of Special Inspections

## CASE Council of American Structural Engineers

Project: *Lanford Rehab Phase II Exterior*

Location: *194 Central Ave., Fredonia, NY 14063*

Owner: *State University of New York at Fredonia*

Owner's Address: *280 Central Ave., Fredonia, NY 14063*

Design Professional in Responsible Charge: *Siracuse Engineers, PC*  
*960 Busti Ave., Suite 120, Buffalo, NY 14202*

Architect of Record: *Flynn Battaglia Architects*  
*617 Main St., Suite S401, Buffalo, NY 14203*

This *Statement of Special Inspections* is submitted as a condition for permit issuance in accordance with the Special Inspection and Structural Testing requirements of the Building Code. It includes a schedule of Special Inspection services applicable to this project as well as the name of the Special Inspection Coordinator and the identity of other approved agencies to be retained for conducting these inspections and tests. This *Statement of Special Inspections* encompass the following disciplines:

- ☒ Structural ☐ Mechanical/Electrical/Plumbing  
☐ Architectural ☐ Other: \_\_\_\_\_

The Special Inspector shall keep records of all inspections and shall furnish inspection reports to the Building Official and the Registered Design Professional in Responsible Charge. Discovered discrepancies shall be brought to the immediate attention of the Contractor for correction. If such discrepancies are not corrected, the discrepancies shall be brought to the attention of the Building Official and the Registered Design Professional in Responsible Charge within 24 hours of discovery. The Special Inspection program does not relieve the Contractor of his or her responsibilities.

Interim reports shall be submitted to the Building Official and the Registered Design Professional in Responsible Charge.

A *Final Report of Special Inspections* documenting completion of all required Special Inspections, testing and correction of any discrepancies noted in the inspections shall be submitted prior to issuance of a Certificate of Use and Occupancy. This document shall be prepared and signed by the licensed Design Professional acting as the Special Inspector.

Job site safety and means and methods of construction are solely the responsibility of the Contractor.

Interim Report Frequency: *Weekly – Highlighting Deficient Reports* or ☐ per attached schedule.

Prepared by:

Catherine M. Styn  
(type or print name)

Catherine M. Styn  
Signature

10/1/2024  
Date



Owner's Authorization:

Building Official's Acceptance:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Schedule of Inspection and Testing Agencies

Statement of Special Inspections includes the following building systems:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Soils and Foundations  | <input type="checkbox"/> Prefabricated Wall Panels             |
| <input checked="" type="checkbox"/> Cast-in-Place Concrete | <input type="checkbox"/> Spray Fire Resistant Material         |
| <input type="checkbox"/> Precast Concrete                  | <input checked="" type="checkbox"/> Wood Construction          |
| <input type="checkbox"/> Shotcrete                         | <input type="checkbox"/> Prefabricated Wood Trusses            |
| <input checked="" type="checkbox"/> Masonry Level 1        | <input type="checkbox"/> Exterior Insulation and Finish System |
| <input type="checkbox"/> Masonry Level 2                   | <input type="checkbox"/> Mechanical & Electrical Systems       |
| <input checked="" type="checkbox"/> Structural Steel       | <input type="checkbox"/> Architectural Systems                 |
| <input type="checkbox"/> Cold-Formed Steel Framing         | <input type="checkbox"/> Special Cases                         |
| <input type="checkbox"/> Prefabricated Cold-Formed Trusses |  |

Special Inspection Agencies	Firm	Address, Telephone
1. Special Inspector	<i>To be determined and hired by owner.</i>	
2 Testing Laboratory - pre-approved list.	<i>Professional Services Industries</i>  <i>CME Associates, Inc.</i>  <i>Atlantic Testing Laboratories</i>	<i>3784 Commerce Court, Suite 300</i> <i>North Tonawanda, NY 14120</i> <i>716-694-8657</i>  <i>402 Vulcan St.</i> <i>Buffalo, NY 14207</i> <i>716-877-9577</i>  <i>5167 South Park Avenue</i> <i>Hamburg, NY 14075</i> <i>716-649-8110</i>
3 Geotechnical Engineer		

Note: The inspection and testing agent shall be engaged by the Owner or the Owner's Agent, and not by the Contractor or Subcontractor whose work is to be inspected or tested. Any conflict of interest must be disclosed to the Building Official, prior to commencing work.

Seismic Design Category: *B*

Basic Wind Speed (3 Second Gust): *110 mph*

Wind Exposure Category: *B*

## Qualifications of Inspectors and Testing Technicians

The qualifications of all personnel performing Special Inspection and testing activities are subject to the approval of the Building Official. The credentials of all Inspectors and testing technicians shall be provided if requested.

### Key for Minimum Qualifications of Inspection Agents:

When the Registered Design Professional in Responsible Charge deems it appropriate that the individual performing a stipulated test or inspection have a specific certification or license as indicated below, such designation shall appear below the *Agency Number* on the Schedule.

PE/SE	Structural Engineer – a licensed SE or PE specializing in the design of building structures
PE/GE	Geotechnical Engineer – a licensed PE specializing in soil mechanics and foundations.
EIT	Engineer-In-Training – a graduate engineer who has passed the Fundamentals of Engineering examination

#### American Concrete Institute (ACI) Certification

ACI-CFTT	Concrete Field Testing Technician – Grade 1.
ACI-CCI	Concrete Construction Inspector
ACI-LTT	Laboratory Testing Technician – Grade 1&2.
ACI-STT	Strength Testing Technician.

#### American Welding Society (AWS) Certification

AWS-CWI	Certified Welding Inspector.
AWS/AISC-SSI	Certified Structural Steel Inspector

#### American Society of Non-Destructive Testing (ASNT) Certification

ASNT	Non-Destructive Testing Technician – Level II or III
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#### International Code Council (ICC) Certification

ICC-SMSI	Structural Masonry Special Inspector
ICC-SWSI	Structural Steel and Welding Special Inspector
ICC-SFSI	Spray-Applied Fireproofing Special Inspector
ICC-PCSI	Prestressed Concrete Special Inspector
ICC-RCSI	Reinforced Concrete Special Inspector

#### National Institute for Certification in Engineering Technologies (NICET)

NICET-CT	Concrete Technician – Levels I, II, III & IV
NICET-ST	Soils Technician - Levels I, II, III & IV
NICET-GET	Geotechnical Engineering Technician - Levels I, II, III & IV

#### Exterior Design Institute (EDI) Certification

EDI-EIFS	EIFS Third Party Inspector
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#### Other

SCSI	Smoke Control Special Inspector
PE/ME	Mechanical/Electrical/Plumbing Engineer – a licensed PE specializing in the design of mechanical, electrical and plumbing building systems
RA	Registered Architect specializing in the design of architectural building systems

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Schedule of Special Inspection Services  
**Soils and Foundations**

Sheet 4 of 8  
 Project: *Lanford Rehab Phase II Exterior*

Item	Agent No. (Qualif.)	Scope
1. Site Preparation	2 (PE or EIT)	<i>Prior to placement of the prepared fill, determine that the site has been prepared in accordance with the Contract Documents. Inspect soils below footings for adequate bearing capacity and consistency with the Contract Documents.</i>
2. Controlled Structural Fill	2 (PE or EIT)  2 (PE or EIT)  2 (PE or EIT)	<i>During placement and compaction of the fill material, determine that the material being used and the maximum lift thickness comply with the Contract Documents. Verify extent and slope of fill placement.</i>  <i>Perform sieve tests and modified Proctor tests of each source of fill material. Through testing, verify that the compacted fill to be used under footings and under slabs complies with the Contract Documents.</i>  <i>Review that the in-place dry density of the compacted fill complies with the Contract Documents.</i>
3. Deep Foundations	NA	<i>Not applicable.</i>
4. Underpinning	NA	<i>Not applicable.</i>
5. Other	NA	<i>Not applicable.</i>

**Cast-in-Place Concrete**Project: *Lanford Rehab Phase II Exterior*

Item	Agent No. (Qualif.)	Scope
1. Mix Design	1 (PE or EIT)	Review concrete mix design submittals for all classes of concrete specified on the structural drawings. Reference standard ACI 318: Ch. 4, 5.2-5.4. NYS BC Reference Sections 1904, 1905.2-1905.4, 1914.2 and 1914.3.
	2 (ACI)	Review concrete batch tickets and verify compliance with approved mix design. Verify that water added at the site does not exceed that allowed by the mix design.
2. Material Certification	1 (PE or EIT)	Review material certificates of compliance or other acceptable documentation for all materials used in the concrete mix designs for conformance with ACI 318 Chapter 3. In the absence of sufficient data or documentation providing evidence of conformance to quality standards of materials in chapter 3 of ACI 318, materials shall be tested in accordance with the appropriate standards and criteria.
3. Reinforcement Installation	1 (PE or EIT)	Review the following percentages of installed reinforcement for compliance with approved shop drawings, project specifications and ACI 318: Ch. 3.5, 7.1-7.7. NYS BC Reference Sections 1903.5, 1907.1, 1907.7 and 1914.: Footings 50%, Foundation Walls 50%, and Slabs on Grade 50%.
4. Post-Tensioning Operations	NA	Not applicable.
5. Anchor Rods	1 (PE or EIT)	Review 100% of bolts to be installed in concrete prior to and during placement of concrete where allowable loads have been increased. NYS BC Reference Section 1912.5.
6. Concrete Placement	2 (ACI)	Continuous inspection of concrete placement for proper application techniques as specified in ACI 318. 5.9 and 5.10. NYS BC Reference Sections 1905.9, 1905.10, 1914.6, 1914.7 and 1914.8. Verify that concrete conveyance and depositing avoids segregation or contamination. Verify that concrete is properly consolidated.
7. Sampling and Testing of Concrete	2 (ACI)	Make one strength test for each 50 cubic yards or fractions thereof from each mix design of concrete placed in any one day. (ASTM C 172, ASTM C 31, ASTM C39). Also, test each specimen for slump (ASTM C143), air content (ASTM C231 or C173), and temperature (ASTM C1064). ACI Reference ACI 318: Ch. 5.6 and 5.8. NYS BC Reference Sections 1905.6 and 1914.10.
8. Curing and Protection	1 (PE or EIT)	Review periodically for maintenance of specified curing temperature and protection techniques, in accordance with ACI 318: 5.11-5.13. NYS BC Sections 1905.11, 1905.13 and 1914.9. Further, when hot weather concrete conditions exist, verify that the procedure outlined in ACI 305R for Hot Weather Concreting is followed. These conditions will exist when the rate of evaporation approaches 0.21 lb./ft. <sup>2</sup> /hr. For Cold Weather Concreting, follow ACI 306.1 standard spec.
9. Other	NA	Not applicable.

Item	Agent No. (Qualif.)	Scope
1. Fabricator Certification / Quality Control Procedures <input type="checkbox"/> Fabricator Exempt	<p><i>1</i> (PE or EIT)</p> <p><i>1</i> (PE or EIT)</p> <p><i>1</i> (PE or EIT)</p>	<p><i>Verify whether Fabricator holds a current AISC certification for Standard for Steel Buildings Structures (STD). If so, special inspections as required by Section 1704.2 shall not be required. If not, perform the following:</i></p> <p><i>Prior to fabrication, verify that the fabricator maintains detailed fabrication and quality control procedures that provide a basis for inspection control and workmanship and the fabricator's ability to conform to the approved construction documents and referenced standards. Review the procedures for completeness and adequacy relative to the code requirements for the fabricator's scope of work.</i></p> <p><i>At the completion of fabrication, the approved fabricator shall submit a certificate of compliance to the code official stating that the work was performed in accordance with the approved construction documents.</i></p>
2. Material Certification	<p><i>2</i> (AWS)</p> <p><i>1</i> (EIT)</p>	<p><i>Intermittent observation of 50% of structural steel, high-strength bolts, nuts, washers, and weld filler materials for proper materials identification markings for conformance with ASTM standards specified in the approved contract documents. The inspector shall be present in the area where the work has been or is being performed, and at the completion of the work.</i></p> <p><i>Review structural steel manufacturer's certified mill test reports; high-strength bolts, nuts, washers, and weld filler materials for manufacturer's certificate of conformance with ASTM standards specified in the approved contract documents.</i></p>
3. Open Web Steel Joists	<i>NA</i>	<i>Not applicable.</i>
4. Bolting	<p><i>2</i> (AWS)</p> <p><i>2</i> (AWS)</p>	<p><i>High-strength, bearing-type connections: Intermittent observation of 50% of bolted connections for required size, location, and number of bolts and also for contact of plies. The minimum bolt tension, method of tightening and method of inspecting installed bolts shall be as specified in AISC "Specifications for Structural Joints Using ASTM A-325 or A-490 Bolts", and the commentary that follows. Use of a calibrated torque wrench on a previously tightened bolt is not an acceptable method of inspection.</i></p> <p><i>High-strength, slip-critical connections: Continuous observation of all bolted connections for required size, location and number of bolts. Verify that the specified procedure for installation is properly used for tightening bolts.</i></p>

5. Welding	2 (AWS)	<i>Prior to fabrication, verify that Welding Procedures Specifications (WPS) are followed and are performed by qualified welders, both in the shop and in the field.</i>
	2 (ASNT)	<i>Complete and partial penetration groove welds: Submit all Prequalified Complete and/or Partial Joint Penetration Joint Details. Ultrasonic test 100% of all welds.</i>
	2 (AWS)	<i>Multi-pass fillet welds: Visual inspection of 100% of all shop welds if fabricator is not certified as noted in Item 1. Visual inspection of 100% of all welds and all passes being performed every third working day if fabricator is certified as noted in Item 1. Visual inspection of 100% of all field welds and all passes. Magnetic particle test 5% of all field welds for each pass.</i>
	2 (AWS)	<i>Single-pass fillet welds larger than <math>\frac{5}{16}</math>" : See Multi-pass fillet welds for details except that there is only a single pass to be inspected. Also, Magnetic particle test 10% of all field welds.</i>
	2 (AWS)	<i>Single pass fillet welds smaller than <math>\frac{5}{16}</math>" : Visual inspection of 50% of all shop welds if fabricator is not certified as noted in Item 1; This percentage may be reduced after fabrication starts if approved by the SER. Visual inspection of 50% of all welds being performed every third working day if fabricator is certified as noted in Item 1; This percentage may be reduced after fabrication starts if approved by the SER. Visual inspection of 50% of all field welds. Magnetic particle test 5% of all field welds.</i>
	2 (AWS)	<i>All Welds: Submit welder Qualification record (WQR) including location, position, torch, size, and type of weld along with verification of welder's certification. Before welding starts, confirm that fit-up base metal tolerances are in conformance with AWS D1.1; See above for the required percentage.</i>
6. Shear Connectors	NA	<i>Not applicable.</i>
7. Structural Details	1 (PE)	<i>Visual inspection of the erected steel frame to verify compliance with AISC "Code of Standard Practice" Section 7.12, 7.13 and with details shown on the approved shop drawings, such as bracing, stiffening, member locations and proper application of joint details at each connection.</i>
8. Metal Deck	NA	<i>Not applicable.</i>
9. Other	NA	<i>Not applicable.</i>

**Wood Construction**Project: *Lanford Rehab Phase II Exterior*

Item	Agent No. (Qualif.)	Scope
1. Fabricator Certification/ Quality Control Procedures	<i>I (PE or EIT)</i>	<i>Prior to fabrication, verify that the fabricator maintains detailed fabrication and quality control procedures that provide a basis for inspection control and workmanship and the fabricator's ability to conform to the approved construction documents and referenced standards. Review the procedures for completeness and adequacy relative to the code requirements for the fabricator's scope of work.</i>  <i>At the completion of fabrication, the approved fabricator shall submit a certificate of compliance stating that the work was performed in accordance with the approved contract documents.</i>
2. Material Grading	<i>I (PE or EIT)</i>	<i>Review 10% of grade stamps of dimensioned lumber for conformance with the contract documents.</i>
3. Connections	<i>I (PE or EIT)</i>	<i>Review 75% of hanger connections, and 50% of nailing, bolting, anchoring, and other fastening of components for conformance with the contract documents.</i>
4. Framing and Details	<i>I (PE or EIT)</i>	<i>Review 75% of completed framing installation prior to concealment by surface finishes for compliance with details shown on the construction drawings including all connections to the supporting structure, field cut notches and drilled holes performed by the mechanical trades. Review all bearing points and all permanent bracing required by fabricator and the architect or engineer of record.</i>
5. Diaphragms and Shearwalls	<i>NA</i>	<i>Not applicable.</i>
6. Other	<i>NA</i>	<i>Not applicable.</i>

## SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION

### PART I - GENERAL

#### I.1 SUMMARY

- A. Section includes protection and remediation of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.
- B. Related Requirements:
  - I. Section 311000 "Site Clearing" for removing existing trees and shrubs.

#### I.2 DEFINITIONS

- A. Caliper (DBH): Diameter breast height; diameter of a trunk as measured by a diameter tape or the average of the smallest and largest diameters at a height 54 inches above the ground line for trees with caliper of 8 inches or greater as measured at a height of 12 inches above the ground.
- B. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.
- C. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and defined by a circle concentric with each tree with a radius 1.5 times the diameter of the drip line unless otherwise indicated.
- D. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

#### I.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
  - I. Review methods and procedures related to temporary tree and plant protection including, but not limited to, the following:
    - a. Tree-service firm's personnel, and equipment needed to make progress and avoid delays.
    - b. Arborist's responsibilities (if required).
    - c. Quality-control program.
    - d. Coordination of Work and equipment movement with the locations of protection zones.
    - e. Trenching by hand or with air spade within the tree and plant protection zone.

#### **I.4 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
- B. Shop Drawings:
  - 1. Location plans of protection-zone fencing and signage, provide for equipment-movement routes and material storage locations within the protection zone areas.
  - 2. Provide protective fence system information including assembly of protection-zone fencing and signage.
  - 3. Indicate extent of trenching by hand or with air spade within protection zones.
- C. Samples: For each type of the following:
  - 1. Protection-Zone Fencing: Assembled in-place samples of manufacturer's standard size fence components from full-size components.
- D. Tree Pruning Schedule: Where limb pruning is required provide written schedule detailing scope and extent of pruning of trees and shrubs to remain that interfere with or are affected by construction.
  - 1. Species and size of tree.
  - 2. Location on site plan. Include unique identifier for each.
  - 3. Reason for pruning.
  - 4. Description of pruning to be performed.
  - 5. Description of maintenance following pruning.

#### **I.5 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For ISA-Certified arborist to be used on the project.
- B. Certification: Arborist is to certify that trees indicated to remain have been protected during construction according to industry recognized standards and that trees were promptly and properly treated and repaired when damaged.
- C. Maintenance Recommendations: From arborist, for care and protection of trees affected by project construction during and after completing the Work.
- D. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.
  - 1. Use sufficiently detailed photographs and associated notes to record tree damage and repairs.

## **I.6 QUALITY ASSURANCE**

- A. Arborist Qualifications: Certified Arborist as certified by ISA.
- B. Tree Service Firm Qualifications: An experienced tree service firm that routinely preforms tree protection and repair work similar to that required for this Project and that will assign an experienced arborist to Project site during execution of the Work.

## **I.7 FIELD CONDITIONS**

- A. The following practices are prohibited within protection zones:
  - 1. Storage of construction materials, debris, or excavated material.
  - 2. Moving or parking vehicles or equipment.
  - 3. Foot traffic.
  - 4. Erection of sheds or structures.
  - 5. Impoundment of water.
  - 6. Excavation or other digging unless otherwise indicated.
  - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- B. Do not direct vehicle or equipment exhaust toward protection zones.
- C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. Protection-Zone Fencing: Fencing fixed in position and meeting one of the following requirements: Previously used materials may be used when approved by Owner's Representative.
  - I. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch maximum opening in pattern and weighing a minimum of 0.4 lb/ft.; remaining flexible from minus 60 to plus 200 deg F; inert to most chemicals and acids; minimum tensile yield strength of 2000 psi and ultimate tensile strength of 2680 psi; secured with plastic bands or galvanized-steel or stainless-steel wire ties; and supported by tubular or T-shape galvanized-steel posts spaced not more than 96 inches apart.
    - a. Height: 48 inches.
    - b. Color: High-visibility orange, nonfading.



## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree protection zones.

### **3.2 PREPARATION**

- A. Locate and clearly identify trees, shrubs, and other vegetation to remain. Flag each tree trunk at 54 inches above the ground.
- B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from soil compaction, ponding, eroding, or excessive wetting caused by dewatering operations.

### **3.3 PROTECTION ZONES**

- A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones before materials or equipment are brought on the site and construction operations begin in a manner that will prevent people from easily entering protected areas except by entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.
  - I. Posts: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to Owner's Representative.
- B. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by Owner's Representative.
- C. Maintain protection zones free of weeds and trash.
- D. Maintain protection-zone fencing and signage in good condition as acceptable to Owner's Representative and remove when construction operations are complete and equipment has been removed from the site.
  - I. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.
  - 2. Temporary access is permitted subject to preapproval in writing by arborist if a root buffer effective against soil compaction is constructed as directed by arborist. Maintain root buffer so long as access is permitted.

### 3.4 EXCAVATION

- A. General: Excavate at edge of protection zones and for trenches indicated within protection zones according to requirements in Section 312000 "Earth Moving" unless otherwise indicated.
- B. Trenching within Protection Zones: Where utility trenches are required within protection zones, excavate under or around tree roots by hand or with air spade, or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning. If excavating by hand, use narrow-tine spading forks to comb soil and expose roots.
- C. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches back from new construction and as required for root pruning.
- D. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

### 3.5 ROOT PRUNING

- A. Prune tree roots that are affected by temporary and permanent construction. Prune roots as follows:
  - 1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
  - 2. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
  - 3. Cover exposed roots with burlap and water regularly.
  - 4. Backfill as soon as possible according to requirements in Section 312000 "Earth Moving."
- B. Root Pruning at Edge of Protection Zone: Prune tree roots 12 inches outside of the protection zone by cleanly cutting all roots to the depth of the required excavation.
- C. Root Pruning within Protection Zone: Clear and excavate by hand or with air spade to the depth of the required excavation to minimize damage to tree root systems. If excavating by hand, use narrow-tine spading forks to comb soil to expose roots. Cleanly cut roots as close to excavation as possible.

### 3.6 CROWN PRUNING

- A. Prune branches that are affected by temporary and permanent construction. Prune branches as directed by arborist.
  - 1. Prune to remove only injured, broken, dying, or dead branches unless otherwise indicated. Do not prune for shape unless otherwise indicated.
  - 2. Do not remove or reduce living branches to compensate for root loss caused by damaging or cutting root system.
  - 3. Pruning Standards: Prune trees according to ANSI A300 (Part I).
- B. Unless directed by arborist and acceptable to Owner's Representative, do not cut tree leaders.
- C. Cut branches with sharp pruning instruments; do not break or chop.
- D. Do not paint or apply sealants to wounds.
- E. Provide subsequent maintenance pruning during Contract period as recommended by arborist.

### 3.7 REGRADING

- A. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- B. Lowering Grade within Protection Zone: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist unless otherwise indicated.
  - 1. Root Pruning: Prune tree roots exposed by lowering the grade. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots as required for root pruning.
- C. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.

### 3.8 FIELD QUALITY CONTROL

- A. Inspections: Engage a qualified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

### 3.9 REPAIR AND REPLACEMENT

- A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or to be relocated that are damaged by construction operations, in a manner approved by Owner's Representative.

1. Submit details of proposed pruning and repairs.
  2. Perform repairs of damaged trunks, branches, and roots within 24 hours according to arborist's written instructions.
  3. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Owner's Representative.
- B. Trees: Remove and replace trees indicated to remain that are more than 25 percent dead or in an unhealthy condition before the end of the corrections period or are damaged during construction operations that Owner's Representative determines are incapable of restoring to normal growth pattern.
1. Plant and maintain new trees as specified in Section 329300 "Plants."
- C. Soil Aeration: Where directed by Owner's Representative, aerate surface soil compacted during construction. Aerate 10 feet beyond drip line and no closer than 36 inches to tree trunk. Drill 2-inch- diameter holes a minimum of 12 inches deep at 24 inches o.c. Backfill holes with an equal mix of augered soil and sand.

### 3.10 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove excess excavated material, displaced trees, trash, and debris and legally dispose of them off Owner's property.

END OF SECTION

## SECTION 017300 - EXECUTION

### PART I - GENERAL

#### I.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:
  - 1. Installation of the Work.
  - 2. Cutting and patching.
  - 3. Progress cleaning.
  - 4. Starting and adjusting.
  - 5. Protection of installed construction.
  - 6. Correction of the Work.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for coordination of, and limits on use of Project site.
  - 2. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.
  - 3. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.

#### I.2 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

#### I.3 PREINSTALLATION MEETINGS

- A. Cutting and Patching Conference: Conduct conference at Project site.
  - 1. Prior to commencing work requiring cutting and patching, review extent of cutting and patching anticipated and examine procedures for ensuring satisfactory result from cutting and patching work. Inform Architect of scheduled meeting. Require representatives of each entity directly concerned with cutting and patching to attend, including the following:
    - a. Contractor's superintendent.
    - b. Trade supervisor responsible for cutting operations.
    - c. Trade supervisor(s) responsible for patching of each type of substrate.

- d. Mechanical, electrical, and utilities subcontractors' supervisors, to the extent each trade is affected by cutting and patching operations.
2. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

#### **I.4 INFORMATIONAL SUBMITTALS**

- A. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:
  1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
  2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
  3. Products: List products to be used for patching and firms or entities that will perform patching work.
  4. Dates: Indicate when cutting and patching will be performed.
  5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
    - a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.
- B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

#### **I.5 QUALITY ASSURANCE**

- A. Professional Engineer Qualifications: Refer to Section 014000 "Quality Requirements."
- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
  2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:
    - a. Primary operational systems and equipment.
    - b. Fire separation assemblies.
    - c. Air or smoke barriers.

- d. Fire-suppression systems.
  - e. Plumbing piping systems.
  - f. Mechanical systems piping and ducts.
  - g. Control systems.
  - h. Communication systems.
  - i. Fire-detection and -alarm systems.
  - j. Electrical wiring systems.
  - k. Operating systems of special construction.
3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
- a. Water, moisture, or vapor barriers.
  - b. Membranes and flashings.
  - c. Sprayed fire-resistive material.
  - d. Equipment supports.
  - e. Piping, ductwork, vessels, and equipment.
  - f. Noise- and vibration-control elements and systems.
4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - I. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.
- C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
  - I. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services; and other utilities.
  - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
  - 1. Description of the Work, including Specification Section number and paragraph, and Drawing sheet number and detail, where applicable.
  - 2. List of detrimental conditions, including substrates.
  - 3. List of unacceptable installation tolerances.
  - 4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### **3.2 PREPARATION**

- A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.



- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect in accordance with requirements in Section 013100 "Project Management and Coordination."

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks and existing conditions. If discrepancies are discovered, notify Architect promptly.
- B. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

### 3.4 INSTALLATION

- A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb, and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
  - 4. Maintain minimum headroom clearance of **96 inches** in occupied spaces and **90 inches** in unoccupied spaces, unless otherwise indicated on Drawings.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure satisfactory results as judged by Architect. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.

- F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for building movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by Architect. Fit exposed connections together to form hairline joints.

### **3.5 CUTTING AND PATCHING**

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of Work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements in Section 011000 "Summary."

- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
  - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  - 6. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch, corner to corner of wall and edge to edge of ceiling. Provide additional coats until patch blends with adjacent surfaces.
  - 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 3.6 PROGRESS CLEANING

- A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
  3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
  4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
  1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces 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.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements of the Campus.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### **3.7 STARTING AND ADJUSTING**

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

### **3.8 PROTECTION OF INSTALLED CONSTRUCTION**

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

### **3.9 CORRECTION OF THE WORK**

- A. Repair or remove and replace damaged, defective, or nonconforming Work. Restore damaged substrates and finishes.
  - I. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
- C. Restore permanent facilities used during construction to their specified condition.

- D. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- E. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- F. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

## SECTION 017700 - CLOSEOUT PROCEDURES

### PART I - GENERAL

#### I.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.

#### I.2 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
- B. Related Requirements:
  - 1. Section 012900 "Payment Procedures" for requirements for Applications for Payment for Substantial Completion and Final Completion.
  - 2. Section 017823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.

#### I.3 DEFINITIONS

- A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Architect's use prior to Architect's inspection, to determine if the Work is substantially complete.

#### I.4 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

**I.5 CLOSEOUT SUBMITTALS**

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest-control inspection.

**I.6 MAINTENANCE MATERIAL SUBMITTALS**

- A. Schedule of Maintenance Material Items: For maintenance material submittal items required by other Sections.

**I.7 SUBSTANTIAL COMPLETION PROCEDURES**

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
  - 2. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 3. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by the Owner. Label with manufacturer's name and model number.
    - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Owner's signature for receipt of submittals.
  - 4. Submit testing, adjusting, and balancing records.
  - 5. Submit sustainable design submittals not previously submitted.
  - 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Advise Owner of pending insurance changeover requirements.



2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
6. Advise Owner of changeover in utility services.
7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
8. Complete final cleaning requirements.
9. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

## **I.8 FINAL COMPLETION PROCEDURES**

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
1. Submit a final Application for Payment in accordance with Section 012900 "Payment Procedures."
  2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  4. Submit pest-control final inspection report.
  5. Submit Final Completion photographic documentation.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

- I. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### I.9 LIST OF INCOMPLETE ITEMS

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor, listed by room or space number.
  2. Organize items applying to each space by major element, including categories for ceilings, individual walls, floors, equipment, and building systems.
  3. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Page number.
  4. Submit list of incomplete items in the following optional formats:
    - a. PDF Electronic File: Architect will return annotated file.
    - b. Web-Based Project Software Upload: Utilize software feature for creating and updating list of incomplete items (punch list).
    - c. Three Paper Copies: Architect will return two copies.

#### I.10 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranties in Paper Form:
  1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive **8-1/2-by-11-inch** paper.
  2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
  - I. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

## **PART 3 - EXECUTION**

### **3.1 FINAL CLEANING**

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - I. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Remove snow and ice to provide safe access to building.
    - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - g. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - h. Clean flooring, removing debris, dirt, and staining; clean according to manufacturer's recommendations.
    - i. Vacuum and mop concrete.
    - j. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.

- k. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
- l. Remove labels that are not permanent.
- m. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- p. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
- q. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
- r. Clean strainers.
- s. Leave Project clean and ready for occupancy.

C. Construction Waste Disposal: Comply with Campus waste-disposal requirements.

### 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations required by Section 017300 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION 017700

## SECTION 017823 - OPERATION AND MAINTENANCE DATA

### PART I - GENERAL

#### I.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.

#### I.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory manuals.
  - 2. Systems and equipment operation manuals.
  - 3. Systems and equipment maintenance manuals.
  - 4. Product maintenance manuals.
- B. Related Requirements:
  - 1. See SUNY Fredonia General Requirements.
  - 2. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

#### I.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

#### I.4 CLOSEOUT SUBMITTALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
  - 1. Architect will comment on whether content of operation and maintenance submittals is acceptable.
  - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

- B. Format: Submit operation and maintenance manuals in the following format:
  - 1. Submit on digital media acceptable to Architect by email to Architect. Enable reviewer comments on draft submittals.
  - 2. Submit three paper copies. Architect will return one copy.
- C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.
  - 1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.
- E. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

#### I.5 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
  - 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
  - 2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.
  - 1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
    - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.

- b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment. Enclose title pages and directories in clear plastic sleeves.
4. Supplementary Prepared on 8-1/2-by-11-inch white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
  - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
  - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

#### I.6 REQUIREMENTS FOR OPERATION, AND MAINTENANCE MANUALS

- A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
  1. Title page.
  2. Table of contents.
  3. Manual contents.
- B. Title Page: Include the following information:
  1. Subject matter included in manual.
  2. Name and address of Project.
  3. Name and address of Owner.
  4. Date of submittal.
  5. Name and contact information for Contractor.
  6. Name and contact information for Architect.
  7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
  8. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

#### **I.7 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY MANUAL**

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals. List items and their location to facilitate ready access to desired information. Include the following:
  - 1. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
  - 2. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
  - 3. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

#### **I.8 SYSTEMS AND EQUIPMENT OPERATION MANUALS**

- A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.
  - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
  - 1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
  - 2. Operating standards.
  - 3. Operating procedures.
  - 4. Wiring diagrams.
  - 5. Control diagrams.
  - 6. Piped system diagrams.
  - 7. Precautions against improper use.
- C. Descriptions: Include the following:
  - 1. Product name and model number. Use designations for products indicated on Contract Documents.



2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

**D. Operating Procedures:** Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

**E. Systems and Equipment Controls:** Describe the sequence of operation, and diagram controls as installed.

**F. Piped Systems:** Diagram piping as installed, and identify color coding where required for identification.

**I.9 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS**

**A. Systems and Equipment Maintenance Manuals:** Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

**B. Content:** For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds as described below.

**C. Source Information:** List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent,

and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

- D. **Manufacturers' Maintenance Documentation:** Include the following information for each component part or piece of equipment:
1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
    - a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
  2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
  3. Identification and nomenclature of parts and components.
  4. List of items recommended to be stocked as spare parts.
- E. **Maintenance Procedures:** Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions.
  2. Troubleshooting guide.
  3. Precautions against improper maintenance.
  4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  5. Aligning, adjusting, and checking instructions.
  6. Demonstration and training video recording, if available.
- F. **Maintenance and Service Schedules:** Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
1. **Scheduled Maintenance and Service:** Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
  2. **Maintenance and Service Record:** Include manufacturers' forms for recording maintenance.
- G. **Spare Parts List and Source Information:** Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- H. **Maintenance Service Contracts:** Include copies of maintenance agreements with name and telephone number of service agent.
- I. **Warranties and Bonds:** Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

- J. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

- I. Do not use original project record documents as part of maintenance manuals.

#### **I.10 PRODUCT MAINTENANCE MANUALS**

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- D. Product Information: Include the following, as applicable:
  - 1. Product name and model number.
  - 2. Manufacturer's name.
  - 3. Color, pattern, and texture.
  - 4. Material and chemical composition.
  - 5. Reordering information for specially manufactured products.
- E. Maintenance Procedures: Include manufacturer's written recommendations and the following:
  - 1. Inspection procedures.
  - 2. Types of cleaning agents to be used and methods of cleaning.
  - 3. List of cleaning agents and methods of cleaning detrimental to product.
  - 4. Schedule for routine cleaning and maintenance.
  - 5. Repair instructions.
- F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - I. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017823

## SECTION 024119 - SELECTIVE DEMOLITION (ARCHITECTURAL)

### PART I - GENERAL

#### I.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Salvage of existing items to be reused or recycled.

B. Related Requirements:

1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.

#### I.2 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and store.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

#### I.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

**I.4 INFORMATIONAL SUBMITTALS**

- A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of Selective Demolition Activities: Indicate the following:
  - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
  - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Use of stairs.
  - 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

**I.5 FIELD CONDITIONS**

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
  - 1. Before selective demolition, Owner will remove the following items:
    - a. Window treatments in work areas.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: Present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
  - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
  - 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
  - 3. If suspected hazardous materials are encountered, do not disturb; immediately notify Owner's Representative and owner.
  - 4. Owner will provide material safety data sheets for suspected hazardous materials that are known to be present in buildings and structures to be selectively demolished because of building operations or processes performed there.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

- I. Maintain fire-protection facilities in service during selective demolition operations.

## **I.6 COORDINATION**

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

## **PART 2 - PRODUCTS**

### **2.1 PERFORMANCE REQUIREMENTS**

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- D. Survey of Existing Conditions: Record existing conditions by use of photography.
  1. Inventory and record the condition of items to be removed and salvaged.
  2. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

### **3.2 PREPARATION**

- A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

### **3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS**

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to be Removed, Relocated or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
  - 2. Arrange to shut off indicated utilities with utility companies.
  - 3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
  - 4. Disconnect, demolish and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated to be removed.
    - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
    - b. Piping to be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
    - c. Equipment to be Removed: Disconnect and cap services and remove equipment.
    - d. Equipment to be Removed and Reinstalled: Disconnect and cap services and remove, clean and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
    - e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
    - f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
    - g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material.

### **3.4 PROTECTION**

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  - I. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.



### 3.5 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
  2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
  3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  5. Maintain fire watch during and for at least 4 hours after flame-cutting operations.
  6. Maintain adequate ventilation when using cutting torches.
  7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
  9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  10. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Work in Historic Areas: Selective demolition may be performed only in areas of Project that are not designated as historic. In historic spaces, areas, and rooms, or on historic surfaces, the terms "demolish" or "remove" shall mean historic "removal" or "dismantling" as specified in Section 024296 "Historic Removal and Dismantling."
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Owner's Representative, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective operations are complete.
- E. Removed and Salvaged Items:
  1. Clean salvaged items.
  2. Store items in a secure area until delivery to Owner.
- F. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

### **3.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS**

- A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.
- B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.

### **3.7 DISPOSAL OF DEMOLISHED MATERIALS**

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
  1. Do not allow demolished materials to accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.

### **3.8 CLEANING**

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

**END OF SECTION 024119**

## SECTION 024119 - SELECTIVE DEMOLITION (CIVIL)

### PART 1 - GENERAL

#### I.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Demolition and removal of selected site elements.

B. Related Requirements:

1. Section 015639 "Temporary Tree and Plant Protection" for temporary protection of existing trees and plants that are affected by selective demolition.
2. Section 311000 "Site Clearing" for site clearing and removal of above- and below-grade improvements.

#### I.2 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where and how indicated.
- D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

#### I.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

#### I.4 INFORMATIONAL SUBMITTALS

A. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.

4. Use of stairs.
  5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- B. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner's representative prior to start of demolition.
- C. Predemolition Photographs or Video: Submit before Work begins.

## **I.5 FIELD CONDITIONS**

- A. Owner will occupy portions of building and site immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Owner's Representative of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
1. Hazardous materials will be removed by Owner before start of the Work.
  2. If suspected hazardous materials are encountered, do not disturb; immediately notify Owner's Representative and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
1. Maintain fire-protection facilities in service during selective demolition operations.

## **PART 2 - PRODUCTS**

### **2.1 PERFORMANCE REQUIREMENTS**

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review record documents of existing construction provided by Owner if available. Owner does not guarantee that existing conditions are same as those indicated in record documents.
- C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Owner's Representative.
- E. Survey of Existing Conditions: Record existing conditions by use of measured drawings and pre-construction photographs.
  - 1. Inventory and record the condition of items to be removed. Provide photographs of conditions that might be misconstrued as damage caused by salvage operations.

### **3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS**

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
  - 1. Comply with requirements for existing services/systems interruptions specified in Section 011000 "Summary."
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
  - 2. Arrange to shut off indicated utilities with utility companies.
  - 3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
  - 4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated to be removed.

- a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
- b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
- c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
- d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
- e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
- f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
- g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material.

### 3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  4. Cover and protect furniture, furnishings, and equipment that have not been removed.
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  1. Strengthen or add new supports when required during progress of selective demolition.

### 3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
  2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
  3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
  5. Maintain adequate ventilation when using cutting torches.
  6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
  8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  9. Dispose of demolished items and materials promptly.
- B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Owner's Representative, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

### 3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them offsite in an EPA-approved landfill.
1. Do not allow demolished materials to accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: On site burning of demolished materials is not allowed.

### 3.6 CLEANING

- A. Clean adjacent structures, walkways, roadways, and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION



**SECTION 028333 – WORKING WITH LEAD-CONTAINING MATERIALS**

**PART I – GENERAL**

**I.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-I specification sections, apply to this section.
- B. ON MARCH 31, 2008 EPA ISSUED A RULE REQUIRING THE USE OF LEAD-SAFE PRACTICES AND OTHER ACTIONS AIMED AT PREVENTING LEAD POISONING. UNDER THE RULE, CALLED THE EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING PROGRAM (LEAD-BASED PAINT RRP), BEGINNING IN APRIL 2010, CONTRACTORS PERFORMING RENOVATION, REPAIR AND PAINTING PROJECTS THAT DISTURB LEAD-BASED PAINT IN HOMES, CHILD CARE FACILITIES AND PRE-SCHOOLS BUILT BEFORE 1978 MUST BE CERTIFIED AND MUST FOLLOW SPECIFIC WORK PRACTICES TO PREVENT LEAD CONTAMINATION.
- C. Child occupied facilities are defined by EPA as: Building or portion of building constructed prior to 1978, visited regularly by the same child, under the age of 6 years, on at least two days within any week (Sunday through Saturday period), provided that each day's visit lasts at least three hours and the combined weekly visits last 6 hours, and the combined annual visits last at least 60 hours. Child-occupied facilities may be located in public or commercial buildings or target housing.
- D. THE CONTRACTOR SHALL REMOVE, CONTAIN, CAPTURE, COLLECT AND DISPOSE OF THE LEAD-BASED PAINT IN COMPLIANCE WITH ALL CURRENT AND PENDING FEDERAL AND STATE REGULATIONS, INCLUDING THE ENVIRONMENTAL PROTECTION AGENCY (EPA) RRP, THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE HAZARDOUS AND SOLID WASTE AMENDMENT (HSWA) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT (CERCLA) AND THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), AND 29 CFR 1926 FOR PROTECTION OF WORKERS.

**I.2 RELATED CONTRACTORS**

- A. General Contractor will advise all other contractors, subcontractors and trades of the presence of Lead-Based Paint (LBP) and Lead-Containing Materials (LCM) and coordinate all work accordingly.

**I.3 DESCRIPTION OF WORK**

- A. This section specifies the procedures for disturbance and/or removal of lead-based paint/coatings, lead-containing materials, and disposal of removed materials from the

Lanford House and Detached Garage located in Fredonia, New York as part of the Rehab Lanford Phase II Exterior Project.

The Rehab Lanford Phase II - Exterior Project includes work at the Main House and Detached Garage.

Refer to the contract documents for additional information regarding the scope of work.

#### **I.4 SCOPE OF WORK**

Testing of representative surfaces has been performed for the presence of lead-based paint/coatings at the buildings included within the Rehab Lanford Phase II - Exterior Project. All contractors are responsible for making themselves and their employees aware of the presence, location, and quantity of existing LBP/LCM, and to warn their employees of the potential dangers of disturbing lead based paint. The requirements referenced in this specification shall apply to all disturbances of LBP/LCM.

- A. All work under this contract shall be performed in strict conformance with applicable federal, state and local rules, laws and regulations.
- B. The specifications are to be used in conjunction with the contract drawings for this project. A copy of each shall be maintained at the job site at all times.
- C. Contractors shall verify all project conditions and material quantities prior to bidding the project. Material quantities listed in any documents provided by the Owner are approximations only and are NOT TO BE considered accurate for bidding purposes.
- D. The contractor shall furnish all labor, materials, services, employee training, permits, insurance, and equipment for the disturbance and/or removal of LBP, LCM, and/or components covered with LBP.
- E. General Notes:
  - 1. All Lead removal and subsequent clean up activities shall be performed in accordance with these specifications and all applicable standards, codes and regulations as indicated in section I.8.
  - 2. Waste Disposal Requirements meeting EPA criteria shall be determined by sampling of a composite of the waste material for analysis by TCLP.
  - 3. The contractor shall be responsible for performing TCLP sampling for waste stream classification, unless otherwise directed by the owner.
- F. The following materials have been identified to be covered with lead-based paint/coating at the Main House:
  - Exterior walls
  - Plumbing vent boot

- Chimney
- Porch overhang
- Columns
- Windows
- Window frames
- Window casings
- Shutters
- Soffit

The following materials have been identified to be covered with lead-based paint/coating at the Detached Garage:

- Siding
- Windows
- Window frames
- Window casings
- Overhead doors
- Overhead door frames
- Shutters
- Soffit

Note: Furnishing of this information is not intended to relieve contractors of their responsibilities under OSHA to determine the lead-containing materials that their employees and subcontractors may be exposed to, and to warn their employees of the potential dangers of the disturbance of lead-containing materials.

- G. For additional information regarding identified lead-containing materials, refer to prior test data/reports, which are available upon request.
1. Where any lead-containing materials are to be impacted by renovation plans, such activity shall generally take place as follows:
    - a. Contractor shall place poly drop cloths on the floor under and around the affected component to collect any dust/chips/debris that may fall during removal operations.
    - b. Contractor shall install barrier tape with lead warning signs at a minimum of a fifteen (15) foot distance from the paint removal activities. around area of removal to restrict access by unauthorized persons.
    - c. The Contractor shall properly dispose of all removed material and contaminated poly sheeting following waste stream classification.
    - d. Openings including, but not limited to doors and operable windows within fifteen (15) feet of the removal activities will be sealed with at a minimum single layer of six mil polyethylene sheeting.

## **I.5 QUALITY ASSURANCE**

- A. Use latest edition, including all addenda, revisions and supplements for all regulatory agencies codes, etc., including but not limited to:
  - 1. Environmental Protection Agency (EPA).
  - 2. Occupational Safety and Health Administration.
  - 3. State of New York codes and laws.
  - 4. All local codes.
  - 5. US-DOT 49 CFR.
  - 6. Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing (US Department of Housing and Urban Development).

## **I.6 QUALIFICATIONS**

- A. The following qualifications must be met by all prospective bidders:
  - 1. All contractor personnel who will participate in activities that may generate airborne concentrations of lead shall have, at a minimum, such training as specified in OSHA 29 CFR 1926.62 (d). Prior to starting the activities that may generate airborne concentrations of lead, provide workers with blood lead testing in accordance with OSHA 29 CFR 1926.62(d).

## **I.7 REGULATIONS**

- A. All work under this contract shall be done in strict accordance with all current and pending Federal and State regulations, including the Environmental Protection Agency (EPA) RRP , the Resource Conservation and Recovery Act (RCRA), the Hazardous and Solid Waste Amendment (HSWA) the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) and the Occupational Safety and Health Administration (OSHA), and 29 CFR 1926 for protection of workers.
- B. The most recent edition of any relevant regulation, standard, document, or code shall be applicable to the work. Where conflict among the requirements or with these specifications exists, the most stringent requirements are applicable.
- C. Copies of all standards, regulations, codes, and other applicable documents and subsequent amendments thereto, listed in this section and including this specification, shall be available at the work site.

## **I.8 SPECIFIC REQUIREMENTS**

- A. New York State Education Department (NYSED)
  - 1. NYSED regulations governing lead abatement include, but are not limited to:
    - a. Sections 101, 207, 409-d, 409-e, 3602 and 3641 of the Education Law
    - b. Chapters 56 and 58 of the Laws of 1998.

- c. Section 155.1 of the Regulations of the Commissioner of Education amended, October 7, 1999.
- B. Occupational Safety and Health Administration (OSHA)
  - 1. OSHA regulations governing lead disturbance include, but are not limited to:
    - a. Title 29 Section 1910.134, respiratory protection.
    - b. Title 29 CFR Section 1910.20, access to employee exposure and medical records.
    - c. Title 29 CFR Section 1910.1200, hazard communication.
    - d. Title 29 CFR Section 1910.95, noise regulation.
    - e. Title 29 CFR Part 1926.62, Lead Exposure in Construction; Interim Final Rule.
- C. Environmental Protection Agency (EPA)
  - 1. EPA regulations governing hazardous waste disposal include but not limited to:
  - 2.
    - a. 40 CFR Part 260, Definitions.
    - b. 40 CFR Part 261, Section 3001: Identification and Listing of Hazardous Waste.
    - c. 40 CFR Part 262, Section 3002: Standards Applicable to Generators of Hazardous Waste.
    - d. 40 CFR Part 263, Section 3003: Standards Applicable to Transporters of Hazardous Waste.
    - e. 40 CFR Part 264, Section 3004: Final Standards Applicable to Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities.
    - f. 40 CFR Part 267, Temporary Standards for Land Disposal Facilities.
    - g. 40 CFR Part 268, Land Disposal Restrictions.
    - h. 40 CFR Part 270, 271 & 124, Section 3005: Permits for Treatment, Storage and Disposal of Hazardous Wastes.
    - i. 40 CFR 745 subpart E (EPA RRP rule)
    - j. 40 CFR Part 745.
- D. American National Standards Institute (ANSI)
  - 1. ANSI standards governing lead abatement include, but are not limited to:
    - a. Fundamentals governing the design and operation of local exhaust systems, Publication 29.2-79.
    - b. Practices for respiratory protection, Publication Z88.2-80.
- E. Mine Safety and Health Administration (MSHA)
  - 1. Certification of respirators as per 30 CFR Part 11.

- F. National Institute for Occupational Safety and Health (NIOSH)
  - 1. NIOSH regulations governing lead abatement include, but are not limited to:
    - a. Approval of respirators as per 30 CFR PART 11.
- G. New York State Requirements
  - 1. State regulations governing Hazardous Waste Disposal include, but are not limited to:
    - a. 6 NYCRR Part 371, Identification and Listing of Hazardous Wastes, December 25, 1988.
    - b. 6 NYCRR Part 373-2, Final Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage and Disposal Facilities, December 25, 1988.
    - c. 6 NYCRR Part 360, Solid Waste Management Facilities, Revised March 27, 1990.
- H. Department of Transportation
  - 1. 49 CFR Parts 171-179.
- I. Department of Housing and Urban Development
  - 1. Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing. June 1995.
- J. Licenses
  - 1. Maintain current licenses as required by applicable federal state or local jurisdictions for the removal, transportation, disposal, or other regulated activity relative to the work of this Contract.
- K. New and Amended Regulations
  - 1. Any and all new or amended federal, state, or local regulations becoming effective during this project and not listed are to be considered as part of this specification. Where copies of standards are needed for proper performance of the work, the Contractor is required to obtain such copies directly from the publication source. Although certain copies of standards needed for enforcement of the requirements may be required submittals, the owner's representative reserves the right to require the Contractor to submit additional copies of these standards as necessary for enforcement of the requirements.

## **I.9 DEFINITIONS**

- A. Action Level: Employee exposure, without regard to respiratory protection, to an airborne concentration of lead of thirty (30) micrograms per cubic meter of air, as an 8-hour time weighted average, measured in the breathing zone as defined by 29 CFR 1926.62.
- B. Hazardous Waste: Material, including contaminated material, which after testing by the Toxicity Characteristic Leaching Procedure (TCLP), the leachate contains any element in excess of the following:
 

Arsenic	5mg/l	Barium	100mg/l
Cadmium	1mg/l	Chromium	5mg/l
Lead	5mg/l	Mercury	0.2mg/l
Selenium	1mg/l	Silver	5mg/l
- C. Lead-Based Paint: Paint under laboratory analysis that contains 0.5%, by weight or greater elemental lead. Paint analyzed by XRF that contains equal to or greater than 1.0 mg/cm<sup>2</sup>.
- D. Lead Work Area: That area where lead disturbance operations are performed which is isolated by physical boundaries that assist in the prevention of uncontrolled release of lead dust or debris.
- E. Permissible Exposure Limit: Employee exposure, without regard to respiratory protection, to an airborne concentration of lead of fifty (50) micrograms per cubic meter of air, as an 8-hour time weighted average, measured in the breathing zone as defined by 29 CFR 1926.62.
- F. Regulated Area: Area(s) where lead work is conducted as defined by 29 CFR 1926.62.

#### I.10 SUBMITTALS

**NOTE:** Submittals will not be considered acceptable for review unless they are submitted as a complete package including all specified information. All information shall be submitted in the order listed in this section. Include title pages to identify the information included in the distinct sections. If any of the specified information is not included, contractor shall include a page acknowledging the specified information, and an explanation as to why the information is not included. Pre-work submittals shall be submitted at least ten (10) business days prior to the commencement of work.

- A. Pre-Construction: At least ten (10) business days prior to the commencement of activities that may generate airborne concentrations of lead, the Contractor shall provide all required submittals in accordance with the Contract Documents and provisions herein.

The Contractor shall not proceed with disturbance and/or removal method, materials and/or equipment prior to receipt of approval. Any disturbance and/or removal method, material and/or equipment used which are not in compliance with “approved” or “approved as noted” shall be at no cost to the Owner.

The Contractor shall provide copies of the following:

1. Lead-Containing Material Removal Work Plan: The work plan shall include, but not be limited to: the location, size, and details of lead dust control work areas, work procedures, types of equipment, and crew size.
  2. OSHA Compliance Program in accordance with OSHA 29 CFR 1926.62(e)(2).
  3. Transporter Permits: DEC permit and permit(s) as required by county(s) through which the lead contaminated waste and recycled material is transported to TSDF and/or recycling facility.
  4. Disposal Site/Landfill Permit from applicable regulatory agency.
- B. The following submittals, documentation, and postings shall be maintained onsite by the Contractor during abatement activities (Subject to owner/owner's representative request and approval):
1. Copies of training/certification records as required by the EPA's RRP rule.
  2. Copies of written respiratory program.
  3. Proof of current (within last 12 months) physical exam for use of a respirator and provide copy of qualitative fit test for all personnel.
  4. Personal air monitoring records and test results as required by OSHA.
  5. Safety Data Sheets for products being used on the project.
- C. Following the completion of abatement activities, the Contractor shall submit the following Project Close-Out Documentation:
1. Contractor Supervisor's daily activity logs during all phases of the work including preparation, disturbance and/or removal and final cleaning.
  2. Personnel paperwork for each Employee actually utilized on project including:
    - a. Copy of valid respirator fit test issued within the twelve-month period preceding the conclusion of abatement.
    - b. Proof of current (within last 12 months) physical examination indicating ability to safely don respiratory protection and respirator fit tests for all persons required to wear respirators
  3. Personal Sampling Records and test results for the project.
  4. Waste and recycled materials manifest(s) from TSDF and recycling facility representatives listing dates of delivery, quantity of material, confirmation of receipt in proper, undamaged containers and signature(s) by authorized designated representative(s) including signature of Owner or Owner's Representative.

## **PART 2 – PRODUCTS AND PROCEDURES**

### **2.1 PRODUCTS**



- A. Polyethylene Sheeting
1. Polyethylene sheeting shall be at least 6 mil thickness, in widths selected to minimize joints.
  2. Polyethylene sheeting utilized for worker decontamination enclosure shall be opaque white.
  3. All polyethylene sheeting shall be fire retardant material.
- B. Attachment Materials for Polyethylene: Method of attaching polyethylene sheeting shall be agreed upon in advance by the Contractor and Owner or Owner's Representatives and selected to minimize damage to equipment and surfaces. Method of attachment may include any combination of duct tape or other waterproof tape, furring strips, spray glue, staples, nails, screws, or other effective procedures capable of sealing adjacent sheets of polyethylene and capable of sealing polyethylene to dissimilar finished or unfinished surfaces under both wet and dry conditions (including the use of amended water).
- C. Disposal Bags: As required, 6 mil polyethylene, pre-printed with labels as required by this specification shall contain the following information:
- DANGER  
CONTAINS LEAD DUST  
AVOID CREATING DUST  
OWNER
- D. Disposal Drums: metal or fiberboard with locking ring tops, warning labels as required by OSHA, EPA and DOT.
- E. Stick-On Labels: per OSHA Requirements.
- F. Surfactant (Wetting Agent): 50/50 mixture of Polyoxyethylene Ether and Polyoxyethylene Ester, or equivalent, mixed in a proportion of 1 fluid ounce to 5 gallons of water or as specified by manufacturer. (An equivalent surfactant shall be understood to mean a material with a surface tension of 29 dynes/cm as tested in its properly mixed concentration, using ASTM Method D1331-56 "Surface and Interfacial Tension of Solutions of Surface Active Agents"). Where work area temperature may cause freezing of the amended water solution, the addition of Ethylene Glycol in amounts sufficient to prevent freezing is permitted.
- G. Encapsulating Agent: provide an encapsulant specifically designed for application to lead based paint. All materials used shall have a flame spread of less than 25 when dry (when tested in accordance with ASTM-84).

Note: Contractor shall obtain Owner/Owner's Representatives Owner's permission prior to using spray adhesives on building surfaces.

## 2.2 GENERAL EQUIPMENT

- A. A sufficient supply of disposable mops, rags, and sponges for work area cleaning shall be available.
- B. A sufficient supply of scaffolding, ladders, lifts, and hand tools, (e.g., scrapers, wire cutters, brushes, utility knives, wire saws, tarps etc.) shall be provided as needed.
- C. Low pressure or airless sprayers.
- D. Rubber dustpans and rubber squeegees.
- E. Brushes utilized for removing loose lead based paint shall have nylon or fiber bristles, not metal.
- F. HEPA filtered vacuum cleaners with attachments.

## **2.3 PERSONNEL PROTECTION**

- A. Regulatory requirements - Section 1.8
- B. Personnel protection procedures - Sections 2.4, 2.5, 2.6, & 2.7

## **2.4 RESPIRATORY PROTECTION EQUIPMENT**

- A. Respirators shall be provided to ensure that the workers are not exposed to lead in air concentrations above the PEL of 50 micrograms/cubic meter. Respirators must be worn in accordance with tasks described in 29 CFR part 1926.62, Lead Exposure in Construction; Interim Final Rule. The rules set forth in 29 CFR 1910.134 and 29 CFR 1926.62 shall govern selection, training and use of respiratory protection.

## **2.5 PROTECTIVE CLOTHING**

- A. A sufficient supply of disposable or cloth protective coveralls with full sleeves and full legs shall be supplied by the contractor to all employees, as required by 29 CFR 1926.62(g).
- B. Additional safety equipment (e.g., hard hats meeting the requirements of ANSI Standard Z89.1-1981, eye protection meeting the requirements of ANSI Standard Z87.1-1979, safety shoes meeting the requirements of ANSI Standard Z41.1-1967, disposable PVC gloves or other work gloves), as necessary, shall be provided to all workers and authorized visitors.

## **2.6 TRAINING**

- A. All employees shall have completed, at a minimum, training in accordance with 29 CFR 1926.62 and 40 CFR 375 Subpart E.

## **2.7 MEDICAL SURVEILLANCE**

- A. Medical surveillance must be provided by the contractor to any employee or agent working on this project in accordance with 29CFR Part 1926 (Lead Exposure in Construction). No worker or supervisor will be allowed to work on this project while blood lead levels are over 30 micrograms / deciliter.

## **2.8 PERSONAL AIR MONITORING**

- A. Contractor will be responsible for personal air monitoring of workers, and results given to the Owners Representative for review within 24 hours of sampling.

## **PART 3 – EXECUTION**

### **3.1 GENERAL**

Conduct all lead-based paint disturbance and related work in accordance with the provisions of all applicable standards, codes and regulations.

- A. Cordon off entire work area with danger tape or fences with appropriate lead hazard warning signage to prevent entry of unprotected persons. Always provide a means of ingress/egress for building occupants.
- B. Establish emergency and fire exits from the work area as part of the written emergency action plan.

### **3.2 PREPARATION - WORK AREAS**

- A. Cordon off work area with contractor fencing or warning tape.
- B. Access to the work area shall be through a restricted entrance area only.
- C. Signs: Caution signs, per 29 CFR 1926.62(m), shall be posted at all locations and approaches to a location where airborne concentrations of lead dust may exceed ambient background levels. Signs shall be conspicuously posted that allow a person to read the sign and take the necessary protective measures to avoid potential exposure.
- D. Utilities: The Owner will provide electrical and water utilities. The Contractor shall provide a sufficient supply of power cords and ground fault circuit interrupters. The contractor shall be responsible for making connections to the electric and water supply. Only certified electricians and plumbers shall conduct electrical and plumbing work.
- E. Exits: Emergency and fire exits from the work area shall be maintained or alternate exits shall be established according to all applicable codes.
- F. Contractors shall utilize engineering controls such as negative pressure ventilation equipment, wet methods, chemical peels and HEPA vacuums and equipment to minimize airborne dust levels.

- G. At a minimum, the following work practices shall be followed for removing intact building/mechanical components (doors, doors frames, siding, windows, trim, etc.)
  - 1. Contractor shall install barrier tape and warning signs to restrict access by unauthorized personnel.
  - 2. A drop cloth of 6-mil plastic sheeting shall be placed under and around the component to be removed.
  - 3. Collect and frequently containerize any paint chips, dust, or debris that results from removing the building component.
- H. At a minimum, the following work practices shall be followed for removing paint from exterior components.
  - 1. A drop cloth (single layer 6-mil plastic sheeting) shall be placed under the areas where paint is being removed.
  - 2. Barrier tape and warning signs will be placed to form a fifteen (15) foot perimeter from each area where the work is occurring.
  - 3. A barrier constructed of 6-mil plastic sheeting shall be constructed at the interior of operable windows within fifteen (15) feet of the removal activity.
  - 4. Any loose, peeling or flaking paint shall be immediately containerized to prevent it from being spread.
  - 5. All horizontal surfaces in the areas where the components have been removed shall be cleaned prior to inspection by the third party environmental consultant.

### **3.3 ADVERSE WEATHER CONDITIONS**

- A. Work shall not take place during periods when precipitation is likely unless provisions are made to keep rainwater from mixing with lead contaminated dust and debris. Any accumulations of water in the work area shall be cleaned immediately and disposed of in accordance with all applicable state and federal regulations.
- B. Exterior work shall not take place during periods when high wind is likely to cause dispersal of dust and debris. Halt work procedures if wind is greater than or equal to 15 MPH.

### **3.4 FINAL CLEAN-UP**

- A. Remove visible accumulations of materials and debris. HEPA vacuum all surfaces within the work area and within worker/equipment decontamination enclosure system, wet clean, then HEPA vacuum again. Sealed drums, bags, and all equipment used in the work area shall be included in the clean up and shall be removed from work area.
- B. Frequency for Cleaning of Dust. Accumulations of dust shall be cleaned off all surfaces on a daily basis using HEPA vacuum and/or wet cleaning methods. Removal work shall stop in time to thoroughly clean work area at the end of each shift.

- C. Contractor shall clean all surfaces with wet method wiping and HEPA-filtered vacuum equipment; this will include the cleaning of Contractor's equipment, after cleaning the work area.
- D. A visual inspection shall be performed by the Owner's Environmental Consultant under conditions of adequate lighting provided by the contractor. The work area shall be free of visible debris.

### **3.5 QUALITY ASSURANCE**

- A. The owner's representative and/or environmental consultant shall inspect work areas subject to this specification. The contractor will bring into compliance any unsatisfactory conditions as noted within 24 hours of such notice. The contract will be complete only when all conditions of this specification have been met to the satisfaction of the project Owner, and Owner's Representative.

### **3.6 ON-SITE STORAGE OF DEBRIS**

- A. All on site storage of hazardous waste/materials shall conform to the applicable regulations of all Federal, State and local agencies having jurisdiction in such matters, in addition to the other provisions of this document.
- B. All debris shall be stored in a secured, locked staging area.
- C. Debris shall not be stored in any building at the site.
- D. Non-hazardous debris (construction demolition) shall be stored in dumpsters and removed on a weekly basis or more often, unless otherwise specified in writing by the Owner or Owner's representative.
- E. The placement of all dumpsters, trailers, or other storage shall be done with the Owner or Owner's representative's approval. Waste trailer/dumpster locations may be remote from the work area.
- F. Conditions caused by the storage of such materials affecting the health and safety of the public including but not limited to fire, dust or vermin, shall be grounds to require the Contractor to remove, relocate, or take other control measures to correct the condition at the Contractor's expense.

### **3.7 DISPOSAL OF NON-HAZARDOUS WASTE**

- A. All disposal of waste shall conform to the regulations of all Federal, State and local agencies having jurisdiction.
- B. The contractor shall submit to the owner proof of proper disposal consisting of dump tickets from an approved landfill. Proof of proper disposal must be submitted prior to project close-out.

- C. Non-hazardous waste shall be disposed of by the contractor at the contractor's expense.
- D. Testing of lead-based paint debris, not inclusive of construction and demolition debris as defined by EPA, will be tested by TCLP for waste characterization by the contractor, unless otherwise directed by the owner.

### **3.8 HAZARDOUS WASTE – LEAD**

#### **A. Hazardous Wastes/Lead Waste - Liquid:**

- 1. No water or solvents shall be discharged into any waterway, sewer or on the ground.
- 2. All liquid waste shall be disposed of by the contractor at the contractor's expense. The contractor shall be responsible for the temporary storage and disposal of all liquid waste. Testing of waste for characterization shall be conducted by the contractor, unless otherwise directed by the owner.
- 3. The contractor shall submit to the owner proof of proper disposal consisting of, waste hauler license and permit, trailer numbers for all vehicles and trailers used for transport, signed waste manifest and bills of lading for all shipments and from approved and licensed TSD facility. Proof of proper disposal must be submitted on an ongoing basis, within 20 days if disposal site is located within NYS, 45 days if outside NYS, and prior to or at the same time as applications for payment. The contractor will not be paid until proof of proper disposal is submitted.

#### **B. Hazardous Wastes/Lead Waste - Solids:**

- 1. The contractor shall supply a suitable container(s) for the storage of lead waste.
- 2. The contractor shall be responsible for lining waste containers with two layers of 6-mil polyethylene sheeting. The contractor will keep the waste containers locked and secured at all times. The contractor shall be responsible for packaging and labeling of all lead waste.
- 3. The contractor shall test the waste by TCLP for waste stream classification, unless otherwise directed by the owner. All hazardous waste shall be disposed of at the contractor's expense, and disposal shall be as required by federal, state and local laws and/or regulations the waste characteristics as per the TCLP analysis.
- 4. The contractor shall submit to the owner proof of proper disposal consisting of, waste hauler license and permit, trailer numbers for all vehicles and trailers used for transport, signed waste manifest and bills of lading for all shipments from approved and licensed TSD facility. Proof of proper disposal must be submitted on an ongoing basis, within 20 days if disposal site is located within NYS, 45 days if outside NYS, and prior to or at the same time as applications for payment. Contractor will not be paid until proof of proper disposal is submitted.

### **3.9 CONTAINER LABELING REQUIREMENTS**

- A. These requirements shall be enforced whenever hazardous materials or hazardous wastes shall be transported from or to the job site.
- B. Hazardous Wastes:
  - 1. Closure Date: All containers shall be marked within 48 hours of being filled and sealed.
  - 2. Labels: Such labels shall be either stenciled/painted on container or on preprinted "bumper sticker" materials. Date may be filled in neatly by hand with either weather/wear resistant paint stick or other indelible marker.
  - 3. Shipping Address: All containers shall be marked with the proper shipping address of the consignee and the shipper's address.
  - 4. DOT Classification: Where required by Federal regulations, DOT, containers shall carry a proper DOT classification diamond (4" x 4") and proper UN#. Where required by law, any trucks used to transport materials shall be properly placarded as to hazard classification.

END OF SECTION 028313

**SECTION 031000 - CONCRETE FORMING AND ACCESSORIES**

**PART I - GENERAL**

**I.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.

**I.2 SUMMARY**

- A. Section Includes:
  - 1. Form-facing material for cast-in-place concrete.
  - 2. Shoring, bracing, and anchoring.

**I.3 DEFINITIONS**

- A. Form-Facing Material: Temporary structure or mold for the support of concrete while the concrete is setting and gaining sufficient strength to be self-supporting.
- B. Formwork: The total system of support of freshly placed concrete, including the mold or sheathing that contacts the concrete, as well as supporting members, hardware, and necessary bracing.

**I.4 PREINSTALLATION MEETINGS**

- A. Preinstallation Conference: Conduct conference at Project site.
  - I. Review the following:
    - a. Special inspection and testing and inspecting agency procedures for field quality control.
    - b. Construction, movement, contraction, and isolation joints
    - c. Forms and form-removal limitations.
    - d. Anchor rod and anchorage device installation tolerances.

**I.5 INFORMATIONAL SUBMITTALS**

- A. Field quality-control reports.
- B. Minutes of preinstallation conference.



## **I.6 QUALITY ASSURANCE**

- A. Testing and Inspection Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated.

## **I.7 DELIVERY, STORAGE, AND HANDLING**

- A. Waterstops: Store waterstops under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

# **PART 2 - PRODUCTS**

## **2.1 PERFORMANCE REQUIREMENTS**

- A. Concrete Formwork: Design, engineer, erect, shore, brace, and maintain formwork, shores, and reshores in accordance with ACI 301 (ACI 301M), to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads, so that resulting concrete conforms to the required shapes, lines, and dimensions.
  - 1. Design wood panel forms in accordance with APA's "Concrete Forming Design/Construction Guide."
  - 2. Design formwork to limit deflection of form-facing material to 1/240 of center-to-center spacing of supports.

## **2.2 FORM-FACING MATERIALS**

- A. As-Cast Surface Form-Facing Material:
  - 1. Provide continuous, true, and smooth concrete surfaces.
  - 2. Furnish in largest practicable sizes to minimize number of joints.
  - 3. Acceptable Materials: As required to comply with Surface Finish designations specified in Section 033000 "Cast-In-Place Concrete, and as follows:
    - a. Plywood, metal, or other approved panel materials.
- B. Concealed Surface Form-Facing Material: Lumber, plywood, metal, plastic, or another approved material.
  - 1. Provide lumber dressed on at least two edges and one side for tight fit.

## 2.3 WATERSTOPS

- A. Flexible PVC Waterstops: U.S. Army Corps of Engineers CRD-C 572, with factory-installed metal eyelets, for embedding in concrete to prevent passage of fluids through joints, with factory fabricate corners, intersections, and directional changes.
  - 1. Profile: Flat dumbbell with center bulb.
  - 2. Dimensions: 6 inches by 3/8 inch thick (150 mm by 10 mm thick); nontapered.
- B. Self-Expanding Butyl Strip Waterstops: Manufactured rectangular or trapezoidal strip, butyl rubber with sodium bentonite or other hydrophilic polymers, for adhesive bonding to concrete, 3/4 by 1 inch (19 by 25 mm).

## 2.4 RELATED MATERIALS

- A. Reglets: Fabricate reglets of not less than 0.022-inch- (0.55-mm-) thick, galvanized-steel sheet. Temporarily fill or cover face opening of reglet to prevent intrusion of concrete or debris.
- B. Dovetail Anchor Slots: Hot-dip galvanized-steel sheet, not less than 0.034 inch (0.85 mm) thick, with bent tab anchors. Temporarily fill or cover face opening of slots to prevent intrusion of concrete or debris.
- C. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch (19 by 19 mm), minimum.
- D. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.
  - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
  - 2. Form release agent for form liners shall be acceptable to form liner manufacturer.
- E. Form Ties: Factory-fabricated, removable or snap-off, glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
  - 1. Furnish units that leave no corrodible metal closer than 1 inch (25 mm) to the plane of exposed concrete surface.
  - 2. Furnish ties that, when removed, leave holes no larger than 1 inch (25 mm) in diameter in concrete surface.

## PART 3 - EXECUTION

### 3.1 INSTALLATION OF FORMWORK

- A. Comply with ACI 301 (ACI 301M).

- B. Construct formwork, so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117 (ACI 117M) and to comply with the Surface Finish designations specified in Section 033000 "Cast-In-Place Concrete" for as-cast finishes.
- C. Limit concrete surface irregularities as follows:
  - 1. Surface Finish-1.0: ACI 117 Class D, 1 inch (25 mm).
  - 2. Surface Finish-2.0: ACI 117 Class B, 1/4 inch (6 mm).
  - 3. Surface Finish-3.0: ACI 117 Class A, 1/8 inch (3.0 mm).
- D. Construct forms tight enough to prevent loss of concrete mortar.
  - 1. Minimize joints.
  - 2. Exposed Concrete: Symmetrically align joints in forms.
- E. Construct removable forms for easy removal without hammering or prying against concrete surfaces.
  - 1. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces.
  - 2. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
  - 3. Install keyways, reglets, recesses, and other accessories, for easy removal.
- F. Do not use rust-stained, steel, form-facing material.
- G. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces.
  - 1. Provide and secure units to support screed strips
  - 2. Use strike-off templates or compacting-type screeds.
- H. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible.
  - 1. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar.
  - 2. Locate temporary openings in forms at inconspicuous locations.
- I. Chamfer exterior corners and edges of permanently exposed concrete.
- J. At construction joints, overlap forms onto previously placed concrete not less than 12 inches (305 mm).
- K. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work.
  - 1. Determine sizes and locations from trades providing such items.

2. Obtain written approval of Architect prior to forming openings not indicated on Drawings.

**L. Construction and Movement Joints:**

1. Construct joints true to line with faces perpendicular to surface plane of concrete.
2. Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
3. Place joints perpendicular to main reinforcement.
4. Locate joints for beams, slabs, joists, and girders in the middle third of spans.
  - a. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
5. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
6. Space vertical joints in walls as required.
  - a. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible.

**M. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection.**

1. Locate ports and openings in bottom of vertical forms, in inconspicuous location, to allow flushing water to drain.
2. Close temporary ports and openings with tight-fitting panels, flush with inside face of form, and neatly fitted, so joints will not be apparent in exposed concrete surfaces.

**N. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.**

**O. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.**

**P. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.**

**3.2 INSTALLATION OF EMBEDDED ITEMS**

**A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete.**

1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.

3. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.
4. Install dovetail anchor slots in concrete structures, as indicated on Drawings.
5. Clean embedded items immediately prior to concrete placement.

### 3.3 INSTALLATION OF WATERSTOPS

- A. Flexible Waterstops: Install in construction joints and at other joints indicated to form a continuous diaphragm.
  1. Install in longest lengths practicable.
  2. Locate waterstops in center of joint unless otherwise indicated on Drawings.
  3. Allow clearance between waterstop and reinforcing steel of not less than 2 times the largest concrete aggregate size specified in Section 033000 "Cast-In-Place Concrete."
  4. Secure waterstops in correct position at 12 inches (305 mm) on center.
  5. Field fabricate joints in accordance with manufacturer's instructions using heat welding.
    - a. Miter corners, intersections, and directional changes in waterstops.
    - b. Align center bulbs.
  6. Clean waterstops immediately prior to placement of concrete.
  7. Support and protect exposed waterstops during progress of the Work.
- B. Self-Expanding Strip Waterstops: Install in construction joints and at other locations indicated on Drawings, according to manufacturer's written instructions, by adhesive bonding, mechanically fastening, and firmly pressing into place.
  1. Install in longest lengths practicable.
  2. Locate waterstops in center of joint unless otherwise indicated on Drawings.
  3. Protect exposed waterstops during progress of the Work.

### 3.4 REMOVING AND REUSING FORMS

- A. Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations, and curing and protection operations need to be maintained.
- B. Clean and repair surfaces of forms to be reused in the Work.
  1. Split, frayed, delaminated, or otherwise damaged form-facing material are unacceptable for exposed surfaces.
  2. Apply new form-release agent.

- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints.
  - 1. Align and secure joints to avoid offsets.
  - 2. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

### 3.5 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
- C. Inspections:
  - 1. Inspect formwork for shape, location, and dimensions of the concrete member being formed.
  - 2. Inspect insulating concrete forms for shape, location, and dimensions of the concrete member being formed.

END OF SECTION 031000

**SECTION 032000 - CONCRETE REINFORCING**

**PART I - GENERAL**

**I.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.

**I.2 SUMMARY**

- A. Section Includes:
  - 1. Steel reinforcement bars.
  - 2. Welded-wire reinforcement.

**I.3 PREINSTALLATION MEETINGS**

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review the following:
    - a. Special inspection and testing and inspecting agency procedures for field quality control.
    - b. Construction contraction and isolation joints.
    - c. Steel-reinforcement installation.

**I.4 ACTION SUBMITTALS**

- A. Product Data: For the following:
  - 1. Each type of steel reinforcement.
  - 2. Bar supports.
- B. Shop Drawings: Comply with ACI SP-066:
  - 1. Include placing drawings that detail fabrication, bending, and placement.
  - 2. Include bar sizes, lengths, materials, grades, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, location of splices, lengths of lap splices, details of mechanical splice couplers, details of welding splices, tie spacing, hoop spacing, and supports for concrete reinforcement.
- C. Construction Joint Layout: Indicate proposed construction joints required to build the structure.
  - 1. Location of construction joints is subject to approval of the Architect.

**I.5 INFORMATIONAL SUBMITTALS**

- A. Qualification Statements: For testing and inspection agency.
- B. Material Test Reports: For the following, from a qualified testing agency:
  - I. Steel Reinforcement:
- C. Field quality-control reports.
- D. Minutes of preinstallation conference.

**I.6 QUALITY ASSURANCE**

- A. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated.
- B. Welding Qualifications: Qualify procedures and personnel in accordance with AWS D1.4/D 1.4M.

**I.7 DELIVERY, STORAGE, AND HANDLING**

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.
  - I. Store reinforcement to avoid contact with earth.

**PART 2 - PRODUCTS**

**2.1 STEEL REINFORCEMENT**

- A. Reinforcing Bars: ASTM A615/A615M, Grade 60 (Grade 420), deformed.
- B. Deformed-Steel Welded-Wire Reinforcement: ASTM A1064/A1064M, flat sheet.

**2.2 REINFORCEMENT ACCESSORIES**

- A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place.
  - I. Manufacture bar supports from steel wire, plastic, or precast concrete in accordance with CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:



- a. For concrete surfaces exposed to view, where legs of wire bar supports contact forms, use CRSI Class I plastic-protected steel wire, all-plastic bar supports, or CRSI Class 2 stainless steel bar supports.
- B. Steel Tie Wire: ASTM A1064/A1064M, annealed steel, not less than 0.0508 inch (1.2908 mm) in diameter.
  - I. Finish: Plain.

## 2.3 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protection of In-Place Conditions:
  - I. Do not cut or puncture vapor retarder.
  - 2. Repair damage and reseal vapor retarder before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.

### 3.2 INSTALLATION OF STEEL REINFORCEMENT

- A. Comply with CRSI's "Manual of Standard Practice" for placing and supporting reinforcement.
- B. Accurately position, support, and secure reinforcement against displacement.
  - I. Locate and support reinforcement with bar supports to maintain minimum concrete cover.
  - 2. Do not tack weld crossing reinforcing bars.
- C. Preserve clearance between bars of not less than 1 inch (25 mm), not less than one bar diameter, or not less than 1-1/3 times size of large aggregate, whichever is greater.
- D. Provide concrete coverage in accordance with ACI 318 (ACI 318M).
- E. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- F. Splices: Lap splices as indicated on Drawings.

1. Bars indicated to be continuous, and all vertical bars shall be lapped as indicated on Drawings.
  2. Stagger splices in accordance with ACI 318 (ACI 318M).
- G. Install welded-wire reinforcement in longest practicable lengths.
1. Support welded-wire reinforcement in accordance with CRSI "Manual of Standard Practice."
    - a. For reinforcement less than W4.0 or D4.0, continuous support spacing shall not exceed 12 inches (305 mm).
  2. Lap edges and ends of adjoining sheets at least one wire spacing plus 2 inches (50 mm) for plain wire and 8 inches (200 mm) for deformed wire.
  3. Offset laps of adjoining sheet widths to prevent continuous laps in either direction.
  4. Lace overlaps with wire.

### 3.3 JOINTS

- A. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
1. Place joints perpendicular to main reinforcement.
  2. Continue reinforcement across construction joints unless otherwise indicated.
  3. Do not continue reinforcement through sides of strip placements of floors and slabs.

### 3.4 INSTALLATION TOLERANCES

- A. Comply with ACI 117 (ACI 117M).

### 3.5 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
- C. Inspections:
1. Steel-reinforcement placement.
  2. See Statement of Special Inspections for additional tests and inspections.

END OF SECTION 032000

**SECTION 033000 – CAST-IN-PLACE CONCRETE**

**PART I - GENERAL**

**I.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.

**I.2 SUMMARY**

- A. Section Includes:
  - 1. Cast-in-place concrete, including concrete materials, mixture design, placement procedures, and finishes.
- B. Related Requirements:
  - 1. Section 031000 "Concrete Forming and Accessories" for form-facing materials, form liners, insulating concrete forms, and waterstops.
  - 2. Section 032000 "Concrete Reinforcing" for steel reinforcing bars and welded-wire reinforcement.
  - 3. Section 312000 "Earth Moving" for drainage fill under slabs-on-ground.

**I.3 DEFINITIONS**

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.
- B. Water/Cement Ratio (w/cm): The ratio by weight of water to cementitious materials.

**I.4 PREINSTALLATION MEETINGS**

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:
    - a. Contractor's superintendent.
    - b. Independent testing agency responsible for concrete design mixtures.
    - c. Ready-mix concrete manufacturer.
    - d. Concrete Subcontractor.
    - e. Moisture Vapor Reduction Admixture manufacturer.
  - 2. Review the following:

- a. Special inspection and testing and inspecting agency procedures for field quality control.
- b. Construction joints, control joints, isolation joints, and joint-filler strips.
- c. Vapor-retarder installation.
- d. Anchor rod and anchorage device installation tolerances.
- e. Cold and hot weather concreting procedures.
- f. Concrete finishes and finishing.
- g. Curing procedures.
- h. Forms and form-removal limitations.
- i. Methods for achieving specified floor and slab flatness and levelness.
- j. Floor and slab flatness and levelness measurements.
- k. Concrete repair procedures.
- l. Concrete protection.
- m. Initial curing and field curing of field test cylinders (ASTM C31/C31M).
- n. Protection of field cured field test cylinders.

## I.5 ACTION SUBMITTALS

### A. Product Data: For each of the following.

1. Portland cement.
2. Aggregates.
3. Admixtures:
  - a. Include limitations of use, including restrictions on cementitious materials, supplementary cementitious materials, air entrainment, aggregates, temperature at time of concrete placement, relative humidity at time of concrete placement, curing conditions, and use of other admixtures.
4. Fiber reinforcement.
5. Vapor retarders.
6. Curing materials.
7. Joint fillers.
8. Repair materials.

### B. Design Mixtures: For each concrete mixture, include the following:

1. Mixture identification.
2. Minimum 28-day compressive strength.
3. Durability exposure class.
4. Maximum w/cm.
5. Slump limit.
6. Air content.
7. Nominal maximum aggregate size.
8. Synthetic micro-fiber content.
9. Indicate amounts of mixing water to be withheld for later addition at Project site if permitted.
10. Intended placement method.

11. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
- C. Shop Drawings:
  1. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.
    - a. Location of construction joints is subject to approval of the Architect.
- D. Concrete Schedule: For each location of each Class of concrete indicated in "Concrete Mixtures" Article, including the following:
  1. Concrete Class designation.
  2. Location within Project.
  3. Exposure Class designation.
  4. Formed Surface Finish designation and final finish.
  5. Final finish for floors.
  6. Curing process.

## **I.6 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For the following:
  1. Installer: Include copies of applicable ACI certificates.
  2. Ready-mixed concrete manufacturer.
  3. Moisture Vapor Reduction Admixture manufacturer.
  4. Testing agency: Include copies of applicable ACI certificates.
- B. Material Certificates: For each of the following, signed by manufacturers:
  1. Cementitious materials.
  2. Admixtures.
  3. Fiber reinforcement.
  4. Bonding agents.
  5. Adhesives.
  6. Vapor retarders.
  7. Joint-filler strips.
  8. Repair materials.
- C. Product test reports performed by a qualified independent testing agency for the Moisture Vapor Reduction Admixture evidencing compliance of products with specified requirements of moisture vapor transmission based on comprehensive testing of current products.
  1. Manufacturer's certificate certifying admixture provided meets or exceeds specified requirements.
  2. Sample life of the concrete warranty.

3. Sample adhesion guarantee.
  4. Sample moisture letter.
  5. MSDS.
- C. Material Test Reports: For the following, from a qualified testing agency:
1. Portland cement.
  2. Aggregates.
  3. Admixtures.
- D. Floor surface flatness and levelness measurements report, indicating compliance with specified tolerances.
- E. Research Reports:
1. For concrete admixtures in accordance with ICC's Acceptance Criteria ACI98.
  2. For sheet vapor retarder/termite barrier, showing compliance with ICC AC380.
- F. Preconstruction Test Reports: For each mix design.
- G. Field quality-control reports.
- H. Minutes of preinstallation conference.

#### **I.7 QUALITY ASSURANCE**

- A. Installer Qualifications: A qualified installer who employs Project personnel qualified as an ACI-certified Flatwork Technician and Finisher and a supervisor who is a certified ACI Flatwork Concrete Finisher/Technician or an ACI Concrete Flatwork Technician.
1. Post-Installed Concrete Anchors Installers: ACI-certified Adhesive Anchor Installer.
- B. Ready-Mixed Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.
1. Manufacturer certified in accordance with NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- C. Laboratory Testing Agency Qualifications: A testing agency qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated and employing an ACI-certified Concrete Quality Control Technical Manager.
1. Personnel performing laboratory tests shall be an ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician, Grade II.

- D. Field Quality Control Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated.
  - I. Personnel conducting field tests shall be qualified as an ACI Concrete Field Testing Technician, Grade I, in accordance with ACI CPP 610.1 or an equivalent certification program.
- E. Moisture Vapor Reduction Admixture Collection Agent/Representative Qualifications:
  - I. Personnel conducting field tests shall be qualified as ACI Concrete Field-Testing Technician, Grade I, according to ACI CP-I or an equivalent certification program.
- F. Slab Moisture Testing and Evaluation: Personnel performing laboratory tests shall be certified in the conduct of ASTM D5084 under the supervision of a licensed geotechnical engineer. The determination as to whether the concrete slab is prepared to receive flooring, coatings, etc. rests with the MVRA manufacturer.

#### **I.8 PRECONSTRUCTION TESTING**

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on each concrete mixture.
  - I. Include the following information in each test report:
    - a. Admixture dosage rates.
    - b. Slump.
    - c. Air content.
    - d. Seven-day compressive strength.
    - e. 28-day compressive strength.

#### **I.9 DELIVERY, STORAGE, AND HANDLING**

- A. Comply with ASTM C94/C94M and ACI 301 (ACI 301M).

#### **I.10 FIELD CONDITIONS**

- A. Cold-Weather Placement: Comply with ACI 301 (ACI 301M) and ACI 306.1 and as follows.
  - I. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
  - 2. When average high and low temperature is expected to fall below 40 deg F (4.4 deg C) for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301 (ACI 301M).
  - 3. Do not use frozen materials or materials containing ice or snow.

4. Do not place concrete in contact with surfaces less than 35 deg F (1.7 deg C), other than reinforcing steel.
  5. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- B. Hot-Weather Placement: Comply with ACI 301 (ACI 301M) and ACI 305.1 (ACI 305.1M), and as follows:
1. Maintain concrete temperature at time of discharge to not exceed 95 deg F (35 deg C).
  2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

## **I.11 WARRANTY**

- A. Moisture Vapor Reduction Admixture (MVRA):
1. MVRA must be installed according to, and in compliance with, the manufacturer's published data sheet to include, but not limited to:
    - a. Dosing instructions.
    - b. Onsite representation requirements.
    - c. Use of an ASTM E 1745 vapor retarder, installed following ASTM E 1643 and ASTM F 710 guidelines.
  2. Manufacturer's Warranty: To include:
    - a. Term: Life of the concrete.
    - b. Repair and/or removal of failed flooring.
    - c. Placement of a topical moisture remediation system.
    - d. Replacement of flooring materials like original installed to include material and labor.
  3. Adhesion Warranty: MVRA Manufacturer shall provide an adhesion warranty to match the term of the adhesive and/or primer manufacturer's material defect warranty upon MVRA manufacturer's acceptance of field bond test.

## **PART 2 - PRODUCTS**

### **2.1 CONCRETE, GENERAL**

- A. ACI Publications: Comply with ACI 301 (ACI 301M) unless modified by requirements in the Contract Documents.



## 2.2 CONCRETE MATERIALS

### A. Source Limitations:

1. Obtain all concrete mixtures from a single ready-mixed concrete manufacturer for entire Project.
2. Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant.
3. Obtain aggregate from single source.
4. Obtain each type of admixture from single source from single manufacturer.

### B. Cementitious Materials:

1. Portland Cement: ASTM C150/C150M, Type I/II.

### C. Normal-Weight Aggregates: ASTM C33/C33M, Class 3S coarse aggregate or better, graded. Provide aggregates from a single source.

1. Alkali-Silica Reaction: Comply with one of the following:
  - a. Expansion Result of Aggregate: Not more than 0.04 percent at one-year when tested in accordance with ASTM C1293.
2. Maximum Coarse-Aggregate Size: 1-1/2 inches (38 mm) nominal for footings and foundation walls, 1 inch (25 mm) nominal for slabs-on-grade.
3. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

### D. Air-Entraining Admixture: ASTM C260/C260M.

### E. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C494/C494M, Type A.
2. Retarding Admixture: ASTM C494/C494M, Type B.
3. Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.
5. High-Range, Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C1017/C1017M, Type II.

### F. Moisture Vapor Reduction Admixture: For use in all interior slabs on ground

1. Basis-of-Design Product: Subject to compliance with requirements, provide Barrier One, Incorporated; High Performance Concrete Admixture, or approved equivalent.
2. Failure to provide a product that meets or exceeds the MVRA warranty requirements of Part 1 and the MVRA field quality control requirements of Part 3 will re-

sult in all subsequent testing and slab remediation costs being borne by the ready-mix supplier.

3. Description: Concrete moisture vapor reduction admixture for all interior slabs shall be non-toxic, liquid admixture, specifically designed to have a natural chemical reaction with pre-existing elements inside the concrete to eliminate the route of moisture vapor emission through the slab by restricting the integral capillary system. Chemical reaction shall form a permanent barrier (capillary break) that is integral to the concrete, insoluble, and irremovable.

- F. Water and Water Used to Make Ice: ASTM C94/C94M, potable.

## 2.3 FIBER REINFORCEMENT

- A. Synthetic Macro-Fiber and Micro-Fiber: Blend of polypropylene/polyethylene macro-monofilament fibers with sinusoidal deformations and 100 percent virgin polypropylene micro-synthetic fibers, containing no reprocessed olefin materials

1. Conformance: ASTM C1116, Type III
2. Polypropylene Component:
  - a. Fiber Length: Multi-design gradation
  - b. Alkali Resistance: Alkali proof
  - c. Absorption: Nil.
  - d. Specific Gravity: 0.91
  - e. Melt Point: 324 degrees F (162 degrees C)
3. Coarse Macro-Monofilament Polypropylene Component:
  - a. Fiber Length: 2.0 inches
  - b. Nominal Filament Diameter: 0.033 inches
  - c. Alkali Resistance: Alkali proof
  - d. Absorption: Nil
  - e. Specific Gravity: 0.91
  - f. Melt Point: 328 degrees F (164 degrees C)

## 2.4 VAPOR RETARDERS

- A. Sheet Vapor Retarder, Class A: ASTM E1745, Class A, except with maximum permeance rating of 0.012 perms or lower and meets ASTM D1709 for puncture resistance and ASTM D882 for tensile strength; not less than 15 mils (0.38 mm) thick. Include manufacturer's recommended adhesive or pressure-sensitive tape.

## 2.5 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.
- C. Moisture-Retaining Cover: ASTM C171, polyethylene film burlap-polyethylene sheet.
- D. Water: Potable or complying with ASTM C1602/C1602M.

## 2.6 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D1751, asphalt-saturated cellulosic fiber or ASTM D1752, cork or self-expanding cork.
- B. Bonding Agent: ASTM C1059/C1059M, Type II, nonredispersible, acrylic emulsion or styrene butadiene.
- C. Epoxy Bonding Adhesive: ASTM C881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade and class to suit requirements, and as follows:
  - I. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

## 2.7 REPAIR MATERIALS

- A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch (3 mm) and that can be feathered at edges to match adjacent floor elevations.
  - 1. Cement Binder: ASTM C150/C150M portland cement or hydraulic or blended hydraulic cement, as defined in ASTM C219.
  - 2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
  - 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch (3 to 6 mm) or coarse sand, as recommended by underlayment manufacturer.
  - 4. Compressive Strength: Not less than 4100 psi (29 MPa) at 28 days when tested in accordance with ASTM C109/C109M.
- B. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch (6 mm) and that can be filled in over a scarified surface to match adjacent floor elevations.
  - 1. Cement Binder: ASTM C150/C150M portland cement or hydraulic or blended hydraulic cement, as defined in ASTM C219.
  - 2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
  - 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch (3.2 to 6 mm) or coarse sand as recommended by topping manufacturer.

4. Compressive Strength: Not less than 5000 psi (34.5 MPa) at 28 days when tested in accordance with ASTM C109/C109M.

## 2.8 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, in accordance with ACI 301 (ACI 301M).
  1. Use a qualified testing agency for preparing and reporting proposed mixture designs, based on laboratory trial mixtures.
- B. Admixtures: Use admixtures in accordance with manufacturer's written instructions.
  1. Use water-reducing, high-range water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
  2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
  3. Use water-reducing admixture in pumped concrete, and concrete with a w/cm below 0.50.

## 2.9 CONCRETE MIXTURES

- A. Class A: Normal-weight concrete used for footings.
  1. Exposure Class: ACI 318 (ACI 318M) F2.
  2. Minimum Compressive Strength: 4500 psi (31 MPa) at 28 days.
  3. Maximum w/cm: 0.45.
  4. Slump Limit: 4 inches (100 mm) or 8 inches (200 mm) for concrete with verified slump of 3 inches (75 mm) before adding high-range water-reducing admixture or plasticizing admixture at Project site.
  5. Air Content:
    - a. 5.5 percent, plus or minus 1.5 percent at point of delivery for concrete containing 1-1/2-inch (38-mm) nominal maximum aggregate size.
  6. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- B. Class B: Normal-weight concrete used for foundation walls.
  1. Exposure Class: ACI 318 (ACI 318M) F2.
  2. Minimum Compressive Strength: 4500 psi (34.4 MPa) at 28 days.
  3. Maximum w/cm: 0.45.
  4. Slump Limit: 4 inches (100 mm) or 8 inches (200 mm) for concrete with verified slump of 3 inches (75 mm) before adding high-range water-reducing admixture or plasticizing admixture at Project site.
  5. Air Content:

- a. 5.5 percent, plus or minus 1.5 percent at point of delivery for concrete containing 1-1/2-inch (38-mm) nominal maximum aggregate size.
  6. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- C. Class C: Normal-weight concrete used for interior slabs-on-ground.
1. Exposure Class: ACI 318 (ACI 318M) F0.
  2. Minimum Compressive Strength: 4000 psi (27.6 MPa) at 28 days.
  3. Maximum w/cm: 0.40.
  4. Slump Limit: 4 inches (100 mm) or 8 inches (200 mm) for concrete with verified slump of 3 inches (75 mm), before adding high-range water-reducing admixture or plasticizing admixture at Project site.
  5. Air Content:
    - a. Do not use an air-entraining admixture or allow total air content to exceed 3 percent for concrete used in trowel-finished floors.
  6. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
  7. Synthetic Macro-Fiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than a rate of 5 lb/cu. yd. (3 kg/cu. m).
- D. Class B: Normal-weight concrete used for foundation underpinning.
1. Exposure Class: ACI 318 (ACI 318M) F2.
  2. Minimum Compressive Strength: 4500 psi (34.4 MPa) at 7 days.
  3. Maximum w/cm: 0.40.
  4. Slump Limit: 4 inches (100 mm) or 8 inches (200 mm) for concrete with verified slump of 3 inches (75 mm) before adding high-range water-reducing admixture or plasticizing admixture at Project site.
  5. Air Content:
    - a. 5.5 percent, plus or minus 1.5 percent at point of delivery for concrete containing 1-1/2-inch (38-mm) nominal maximum aggregate size.
  6. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.

## 2.10 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete in accordance with ASTM C94/C94 and ASTM C1116/C1116M, and furnish batch ticket information.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

#### **A. Verification of Conditions:**

1. Before placing concrete, verify that installation of concrete forms, accessories, and reinforcement, and embedded items is complete and that required inspections have been performed.
2. Do not proceed until unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

#### **A. Provide reasonable auxiliary services to accommodate field testing and inspections, acceptable to testing agency, including the following:**

1. Daily access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Secure space for storage, initial curing, and field curing of test samples, including source of water and continuous electrical power at Project site during site curing period for test samples.
4. Security and protection for test samples and for testing and inspection equipment at Project site.

### **3.3 INSTALLATION OF EMBEDDED ITEMS**

#### **A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.**

1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of ANSI/AISC 303.
3. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.

### **3.4 INSTALLATION OF VAPOR RETARDER**

#### **A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder in accordance with ASTM E1643 and manufacturer's written instructions.**

1. Install vapor retarder with longest dimension parallel with direction of concrete pour.
2. Face laps away from exposed direction of concrete pour.
3. Lap joints 6 inches (150 mm) and seal with manufacturer's recommended tape.

4. Terminate vapor retarder at the top of floor slabs, grade beams, and pile caps, sealing entire perimeter to floor slabs, grade beams, foundation walls, or pile caps.
5. Seal penetrations in accordance with vapor retarder manufacturer's instructions.
6. Protect vapor retarder during placement of reinforcement and concrete.
  - a. Repair damaged areas by patching with vapor retarder material, overlapping damages area by 6 inches (150 mm) on all sides, and sealing to vapor retarder.

### 3.5 JOINTS

- A. Construct joints true to line, with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Coordinate with floor slab pattern and concrete placement sequence.
  1. Install so strength and appearance of concrete are not impaired, at locations indicated on Drawings or as approved by Architect.
  2. Place joints perpendicular to main reinforcement.
    - a. Continue reinforcement across construction joints unless otherwise indicated.
    - b. Do not continue reinforcement through sides of strip placements of floors and slabs.
  3. Form keyed joints as indicated. Embed keys at least 1-1/2 inches (38 mm) into concrete.
  4. Locate joints for beams, slabs, joists, and girders at third points of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
  5. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
  6. Space vertical joints in walls as required. Unless otherwise indicated on Drawings, locate vertical joints beside piers integral with walls, near corners, and in concealed locations where possible.
  7. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
  8. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Control Joints in Slabs-on-Ground: Form weakened-plane control joints, sectioning concrete into areas as indicated. Construct control joints for a depth equal to at least one-fourth of concrete thickness as follows:
  1. Grooved Joints: Form control joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch (3.2 mm). Repeat grooving of control joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.

2. Sawed Joints: Form control joints with early-entry dry-cut power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3.2-mm-) wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random cracks. Joints must be cut within 1 to 4 hours of finishing concrete.
- D. Isolation Joints in Slabs-on-Ground: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
  1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated on Drawings.
  2. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.

### 3.6 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, embedded items, and vapor retarder is complete and that required inspections are completed.
  1. Immediately prior to concrete placement, inspect vapor retarder for damage and deficient installation, and repair defective areas.
  2. Provide continuous inspection of vapor retarder during concrete placement and make necessary repairs to damaged areas as Work progresses.
- B. Notify Architect and testing and inspection agencies 24 hours prior to commencement of concrete placement.
- C. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect in writing, but not to exceed the amount indicated on the concrete delivery ticket.
  1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.
- D. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301 (ACI 301M), but not to exceed the amount indicated on the concrete delivery ticket.
  1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.
- E. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness.
  1. If a section cannot be placed continuously, provide construction joints as indicated.



2. Deposit concrete to avoid segregation.
  3. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
  4. Consolidate placed concrete with mechanical vibrating equipment in accordance with ACI 301 (ACI 301M).
    - a. Do not use vibrators to transport concrete inside forms.
    - b. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches (150 mm) into preceding layer.
    - c. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity.
    - d. At each insertion, limit duration of vibration to time necessary to consolidate concrete, and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.
- F. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
1. Do not place concrete floors and slabs in a checkerboard sequence.
  2. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
  3. Maintain reinforcement in position on chairs during concrete placement.
  4. Screed slab surfaces with a straightedge and strike off to correct elevations.
  5. Level concrete, cut high areas, and fill low areas.
  6. Slope surfaces uniformly to drains where required.
  7. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface.
  8. Do not further disturb slab surfaces before starting finishing operations.

### 3.7 FINISHING FORMED SURFACES

#### A. As-Cast Surface Finishes:

1. ACI 301 (ACI 301M) Surface Finish SF-1.0: As-cast concrete texture imparted by form-facing material.
  - a. Patch voids larger than 1-1/2 inches (38 mm) wide or 1/2 inch (13 mm) deep.
  - b. Remove projections larger than 1 inch (25 mm).
  - c. Tie holes do not require patching.
  - d. Surface Tolerance: ACI 117 (ACI 117M) Class D.
  - e. Apply to concrete surfaces not exposed to public view.
2. ACI 301 (ACI 301M) Surface Finish SF-2.0: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams.

- a. Patch voids larger than 3/4 inch (19 mm) wide or 1/2 inch (13 mm) deep.
- b. Remove projections larger than 1/4 inch (6 mm).
- c. Patch tie holes.
- d. Surface Tolerance: ACI 117 (ACI 117M) Class B.
- e. Locations: Apply to concrete surfaces exposed to public view, to receive a rubbed finish, or to be covered with a coating or covering material applied directly to concrete.

3. ACI 301 (ACI 301M) Surface Finish SF-3.0:

- a. Patch voids larger than 3/4 inch (19 mm) wide or 1/2 inch (13 mm) deep.
- b. Remove projections larger than 1/8 inch (3 mm).
- c. Patch tie holes.
- d. Surface Tolerance: ACI 117 (ACI 117M) Class A.
- e. Locations: Apply to concrete surfaces exposed to public view, to receive a rubbed finish, or to be covered with a coating or covering material applied directly to concrete.

B. Rubbed Finish: Apply the following to as cast surface finishes where indicated on Drawings:

1. Smooth-Rubbed Finish:

- a. Perform no later than one day after form removal.
- b. Moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture.
- c. If sufficient cement paste cannot be drawn from the concrete by the rubbing process, use a grout made from the same cementitious materials used in the in-place concrete.
- d. Maintain required patterns or variances as shown on Drawings.

2. Grout-Cleaned Rubbed Finish:

- a. Clean concrete surfaces after contiguous surfaces are completed and accessible.
- b. Do not clean concrete surfaces as Work progresses.
- c. Mix 1 part portland cement to 1-1/2 parts fine sand, complying with ASTM C144 or ASTM C404, by volume, with sufficient water to produce a mixture with the consistency of thick paint. Add white portland cement in amounts determined by trial patches, so color of dry grout matches adjacent surfaces.
- d. Wet concrete surfaces.
- e. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap, and keep surface damp by fog spray for at least 36 hours.
- f. Maintain required patterns or variances as shown on Drawings.

C. Related Unformed Surfaces:

1. At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a color and texture matching adjacent formed surfaces.
2. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

### 3.8 FINISHING FLOORS AND SLABS

- A. Comply with ACI 302.1R recommendations for screeding, restraighening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Scratch Finish:
  1. While still plastic, texture concrete surface that has been screeded and bull-floated or darbied.
  2. Use stiff brushes, brooms, or rakes to produce a profile depth of 1/4 inch (6 mm) in one direction.
  3. Apply scratch finish to surfaces to receive concrete floor toppings or to receive mortar setting beds for bonded cementitious floor finishes.
- C. Float Finish:
  1. When bleedwater sheen has disappeared and concrete surface has stiffened sufficiently to permit operation of specific float apparatus, consolidate concrete surface with power-driven floats or by hand floating if area is small or inaccessible to power-driven floats.
  2. Repeat float passes and restraighening until surface is left with a uniform, smooth, granular texture and complies with ACI 117 (ACI A117M) tolerances for conventional concrete.
  3. Apply float finish to surfaces to receive trowel finish.
- D. Trowel Finish:
  1. After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel.
  2. Continue troweling passes and restraighen until surface is free of trowel marks and uniform in texture and appearance.
  3. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
  4. Do not add water to concrete surface.
  5. Do not apply hard-troweled finish to concrete, which has a total air content greater than 3 percent.
  6. Apply a trowel finish to surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.
  7. Finish surfaces to the following tolerances, in accordance with ASTM E1155 (ASTM E1155M), for a randomly trafficked floor surface:

a. Slabs on Ground:

- 1) Specified overall values of flatness,  $F_F$  35; and of levelness,  $F_L$  25; with minimum local values of flatness,  $F_F$  24; and of levelness,  $F_L$  17.
- E. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces where ceramic or quarry tile is to be installed by either thickset or thinset method. While concrete is still plastic, slightly scarify surface with a fine broom perpendicular to main traffic route.
1. Coordinate required final finish with Architect before application.
  2. Comply with flatness and levelness tolerances for trowel-finished floor surfaces.
- F. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and locations indicated on Drawings.
1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route.
  2. Coordinate required final finish with Architect before application.

### 3.9 INSTALLATION OF MISCELLANEOUS CONCRETE ITEMS

A. Filling In:

1. Fill in holes and openings left in concrete structures after Work of other trades is in place unless otherwise indicated.
2. Mix, place, and cure concrete, as specified, to blend with in-place construction.
3. Provide other miscellaneous concrete filling indicated or required to complete the Work.

### 3.10 CONCRETE CURING

A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

1. Comply with ACI 301 (ACI 301M) and ACI 306.1 for cold weather protection during curing.
2. Comply with ACI 301 (ACI 301M) and ACI 305.1 (ACI 305.1M) for hot-weather protection during curing.
3. Maintain moisture loss no more than 0.2 lb/sq. ft. x h (1 kg/sq. m x h), calculated in accordance with ACI 305.1,) before and during finishing operations.

B. Curing Formed Surfaces: Comply with ACI 308.1 (ACI 308.1M) as follows:

1. Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces.
2. If forms remain during curing period, moist cure after loosening forms.
3. If removing forms before end of curing period, continue curing for remainder of curing period, as follows:

- a. Continuous Fogging: Maintain standing water on concrete surface until final setting of concrete.
- b. Continuous Sprinkling: Maintain concrete surface continuously wet.
- c. Absorptive Cover: Pre-dampen absorptive material before application; apply additional water to absorptive material to maintain concrete surface continuously wet.
- d. Water-Retention Sheetting Materials: Cover exposed concrete surfaces with sheetting material, taping, or lapping seams.

**C. Curing Unformed Surfaces: Comply with ACI 308.1 (ACI 308.1M) as follows:**

- 1. Begin curing immediately after finishing concrete.
- 2. Interior Concrete Floors:
  - a. Floors to Receive Floor Coverings Specified in Other Sections: Contractor has option of the following:
    - 1) Absorptive Cover: As soon as concrete has sufficient set to permit application without marring concrete surface, install prewetted absorptive cover over entire area of floor.
      - a) Lap edges and ends of absorptive cover not less than 12-inches (300-mm).
      - b) Maintain absorptive cover water saturated, and in place, for duration of curing period, but not less than seven days.
    - 2) Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive.
      - a) Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
      - b) Cure for not less than seven days.
    - 3) Ponding or Continuous Sprinkling of Water: Maintain concrete surfaces continuously wet for not less than seven days, utilizing one, or a combination of, the following:
      - a) Water.
      - b) Continuous water-fog spray.

**3.11 TOLERANCES**

- A. Conform to ACI 117 (ACI 117M).

### 3.12 JOINT FILLING

- A. Prepare, clean, and install joint filler in accordance with manufacturer's written instructions.
  - 1. Defer joint filling until concrete has aged at least six months.
  - 2. Do not fill joints until construction traffic has permanently ceased.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joints clean and dry.
- C. Overfill joint, and trim joint filler flush with top of joint after hardening.

### 3.13 CONCRETE SURFACE REPAIRS

- A. Defective Concrete:
  - 1. Repair and patch defective areas when approved by Architect.
  - 2. Remove and replace concrete that cannot be repaired and patched to Architect's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 (1.18-mm) sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
  - 1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch (13 mm) in any dimension to solid concrete.
    - a. Limit cut depth to 3/4 inch (19 mm).
    - b. Make edges of cuts perpendicular to concrete surface.
    - c. Clean, dampen with water, and brush-coat holes and voids with bonding agent.
    - d. Fill and compact with patching mortar before bonding agent has dried.
    - e. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
  - 2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement, so that, when dry, patching mortar matches surrounding color.
    - a. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching.
    - b. Compact mortar in place and strike off slightly higher than surrounding surface.

3. Repair defects on concealed formed surfaces that will affect concrete's durability and structural performance as determined by Architect.

**D. Repairing Unformed Surfaces:**

1. Test unformed surfaces, such as floors and slabs, for finish, and verify surface tolerances specified for each surface.
  - a. Correct low and high areas.
  - b. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
2. Repair finished surfaces containing surface defects, including spalls, popouts, honeycombs, rock pockets, crazing, and cracks in excess of 0.01 inch (0.25 mm) wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
3. After concrete has cured at least 14 days, correct high areas by grinding.
4. Correct localized low areas during, or immediately after, completing surface-finishing operations by cutting out low areas and replacing with patching mortar.
  - a. Finish repaired areas to blend into adjacent concrete.
5. Correct other low areas scheduled to receive floor coverings with a repair underlayment.
  - a. Prepare, mix, and apply repair underlayment and primer in accordance with manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
  - b. Feather edges to match adjacent floor elevations.
6. Correct other low areas scheduled to remain exposed with repair topping.
  - a. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch (6 mm) to match adjacent floor elevations.
  - b. Prepare, mix, and apply repair topping and primer in accordance with manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
7. Repair defective areas, except random cracks and single holes 1 inch (25 mm) or less in diameter, by cutting out and replacing with fresh concrete.
  - a. Remove defective areas with clean, square cuts, and expose steel reinforcement with at least a 3/4-inch (19-mm) clearance all around.
  - b. Dampen concrete surfaces in contact with patching concrete and apply bonding agent.
  - c. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate.
  - d. Place, compact, and finish to blend with adjacent finished concrete.
  - e. Cure in same manner as adjacent concrete.

8. Repair random cracks and single holes 1 inch (25 mm) or less in diameter with patching mortar.
  - a. Groove top of cracks and cut out holes to sound concrete, and clean off dust, dirt, and loose particles.
  - b. Dampen cleaned concrete surfaces and apply bonding agent.
  - c. Place patching mortar before bonding agent has dried.
  - d. Compact patching mortar and finish to match adjacent concrete.
  - e. Keep patched area continuously moist for at least 72 hours.
- E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.
- F. Repair materials and installation not specified above may be used, subject to Architect's approval.

### 3.14 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a special inspector to perform field tests and inspections and prepare testing and inspection reports.
- B. Testing Agency: Owner will engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
  1. Testing agency shall be responsible for providing curing container for composite samples on Site and verifying that field-cured composite samples are cured in accordance with ASTM C31/C31M.
  2. Testing agency shall immediately report to Architect, Contractor, and concrete manufacturer any failure of Work to comply with Contract Documents.
  3. Testing agency shall report results of tests and inspections, in writing, to Owner, Architect, Contractor, and concrete manufacturer within 48 hours of inspections and tests.
    - a. Test reports shall include reporting requirements of ASTM C31/C31M, ASTM C39/C39M, and ACI 301, including the following as applicable to each test and inspection:
      - 1) Project name.
      - 2) Name of testing agency.
      - 3) Names and certification numbers of field and laboratory technicians performing inspections and testing.
      - 4) Name of concrete manufacturer.
      - 5) Date and time of inspection, sampling, and field testing.
      - 6) Date and time of concrete placement.
      - 7) Location in Work of concrete represented by samples.
      - 8) Date and time sample was obtained.
      - 9) Truck and batch ticket numbers.
      - 10) Design compressive strength at 28 days.



- 11) Concrete mixture designation, proportions, and materials.
  - 12) Field test results.
  - 13) Information on storage and curing of samples before testing, including curing method and maximum and minimum temperatures during initial curing period.
  - 14) Type of fracture and compressive break strengths at seven days and 28 days.
- C. Batch Tickets: For each load delivered, submit three copies of batch delivery ticket to testing agency, indicating quantity, mix identification, admixtures, design strength, aggregate size, design air content, design slump at time of batching, and amount of water that can be added at Project site.
- D. Inspections:
1. Headed bolts and studs.
  2. Verification of use of required design mixture.
  3. Concrete placement, including conveying and depositing.
  4. Curing procedures and maintenance of curing temperature.
  5. Batch Plant Inspections: On a random basis, as determined by Architect.
  6. See Statement of Special Inspections for additional tests and inspections.
- E. Concrete Tests: Testing of composite samples of fresh concrete obtained in accordance with ASTM C 172/C 172M shall be performed in accordance with the following requirements:
1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.
    - a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
  2. Slump: ASTM C143/C143M:
    - a. One test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture.
    - b. Perform additional tests when concrete consistency appears to change.
  3. Air Content: ASTM C231/C231M pressure method, for normal-weight concrete.
    - a. One test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
  4. Concrete Temperature: ASTM C1064/C1064M:
    - a. One test hourly when air temperature is 40 deg F (4.4 deg C) and below or 80 deg F (27 deg C) and above, and one test for each composite sample.

5. Unit Weight: ASTM C567/C567M fresh unit weight of structural lightweight concrete.
  - a. One test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
6. Compression Test Specimens: ASTM C31/C31M:
  - a. Cast and laboratory cure three sets of two 6-inch (150 mm) by 12-inch (300 mm) or 4-inch (100 mm) by 8-inch (200 mm) cylinder specimens for each composite sample.
  - b. Cast, initial cure, and field cure three sets of two standard cylinder specimens for each composite sample.
7. Compressive-Strength Tests: ASTM C39/C39M.
  - a. Test one set of two laboratory-cured specimens at seven days and one set of two specimens at 28 days. When results of 28-day tests are not satisfactory, test remaining set of specimens at 56 days. Discard third set of specimens for concrete have satisfactory 28-day strength.
  - b. Test one set of two field-cured specimens at seven days and one set of two specimens at 28 days.
  - c. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
8. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
9. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength, and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa) if specified compressive strength is 5000 psi (34.5 MPa), or no compressive strength test value is less than 10 percent of specified compressive strength if specified compressive strength is greater than 5000 psi (34.5 MPa).
10. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
11. Additional Tests:
  - a. Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.
  - b. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42/C42M or by other methods as directed by Architect.

- 1) Acceptance criteria for concrete strength shall be in accordance with ACI 301 (ACI 301M), section 1.6.6.3.
  12. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
  13. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.
- F. Testing of Slabs Containing MVRA:
  1. The moisture vapor reduction admixture (MVRA) manufacturer will perform all moisture testing in accordance with this specification and will issue project specific warranties prior to installation of any slab finishes; no further field slab moisture nor pH testing shall be required.
    - a. Failure to provide a product that meets or exceeds these requirements will result in all subsequent testing and slab remediation costs being borne by the ready-mix supplier.
  2. A representative or agent of the moisture vapor reduction admixture (MVRA) manufacturer must be present at the jobsite during placement of all MVRA treated concrete. Do not proceed without this representative being present.
  3. Field testing technician shall, at the expense of the MVRA Manufacturer, procure at least one 4-inch (102 mm) cylinder from every day of placement of MVRA dosed concrete for the purpose of subsequent hydraulic conductivity/coefficient of permeability testing.
  4. All cylinders shall be independently lab tested in accordance with ASTM D 5084 at the expense of the MVRA manufacturer.
  5. Test results must conform to specified limits.
    - a. Should any cylinder from any day of placement deliver results in excess of 6.0 E-08 cm/sec, the concrete moisture vapor reduction admixture manufacturer shall procure, at their expense, a core (or cores) from that day of placement. This core (cores) shall be sent to an independent laboratory for hydraulic conductivity (coefficient or permeability) per ASTM D 5084.
    - b. Should any core deliver results in excess of 6.0 E-08 cm/sec per ASTM D 5084, the concrete moisture vapor reduction admixture manufacturer shall provide, at their expense, a topical moisture mitigation system for all areas not meeting the stated limit.
- G. Measure floor and slab flatness and levelness in accordance with ASTM E1155 (ASTM E1155M) within 24 hours of completion of floor finishing and promptly report test results to Architect.

### 3.15 PROTECTION

- A. Protect concrete surfaces as follows:
  - I. Protect from petroleum stains.

2. Diaper hydraulic equipment used over concrete surfaces.
3. Prohibit vehicles from interior concrete slabs.
4. Prohibit use of pipe-cutting machinery over concrete surfaces.
5. Prohibit placement of steel items on concrete surfaces.
6. Prohibit use of acids or acidic detergents over concrete surfaces.

END OF SECTION 033000

## SECTION 040310 - HISTORIC MASONRY CLEANING

### PART I - GENERAL

#### I.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.

#### I.2 SUMMARY

- A. Section includes historic treatment work consisting of cleaning historic clay brick surfaces
- B. Related Requirements:
  - 1. Section 013591 "Historic Treatment Procedures" for general historic treatment requirements.

#### I.3 DEFINITIONS

- A. Very Low-Pressure Spray: Less than 100 psi.
- B. Low-Pressure Spray:
  - 1. Pressure: 100 to 400 psi.
  - 2. Flow Rate: 4 to 6 gpm.
- C. Medium-Pressure Spray:
  - 1. Pressure: 400 to 800 psi.
  - 2. Flow Rate: 4 to 6 gpm.
- D. High-Pressure Spray:
  - 1. Pressure: 800 to 1200 psi.
  - 2. Flow Rate: 4 to 6 gpm.

#### I.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review minutes of Preliminary Historic Treatment Conference that pertain to masonry historic treatment and cleaning.

2. Review methods and procedures related to cleaning historic masonry, including, but not limited to, the following:
  - a. Historic treatment specialist's personnel, equipment, and facilities needed to make progress and avoid delays.
  - b. Materials, material application, and sequencing.
  - c. Quality-control program.
  - d. Fire-protection plan.
  - e. Cleaning program.
  - f. Coordination with building occupants.

#### **I.5 SEQUENCING AND SCHEDULING**

- A. Work Sequence: Perform historic masonry cleaning work in the following sequence:
  1. Inspect masonry for open mortar joints. Where repairs are required, delay further cleaning work until after repairs are completed, cured, and dried to prevent intrusion of water and other cleaning materials into the wall.
  2. Remove paint.
  3. Clean masonry.
  4. Where water repellents or graffiti-resistant coatings are to be used on or near masonry work, delay application of these chemicals until after cleaning.
- B. As scaffolding is removed, patch anchor holes used to attach scaffolding. Patch holes in masonry units according to historic masonry repair Sections. Patch holes in mortar joints according to historic masonry repointing Sections.

#### **I.6 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
  1. Include material descriptions and application instructions.
  2. Include test data substantiating that products comply with requirements.

#### **I.7 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For field supervisors and workers completing paint-remover.
- B. Cleaning program.

#### **I.8 QUALITY ASSURANCE**

- A. Paint-Remover Manufacturer Qualifications: A firm regularly engaged in producing masonry paint removers that have been used for similar applications with successful results, and with factory-authorized service representatives who are available for consultation and Project-site inspection and on-site assistance.

- B. Cleaning Program: Prepare a written cleaning program that describes cleaning process in detail, including materials, methods, sequence, and equipment to be used; protection of surrounding materials; and control of runoff during operations.
  - 1. If materials and methods other than those indicated are proposed for any phase of cleaning work, add to the quality-control program a written description of such materials and methods, including evidence of successful use on comparable projects, and demonstrations to show their effectiveness for this Project.
- C. Mockups: Prepare mockups of cleaning on existing surfaces to demonstrate aesthetic effects and to set quality standards for materials and execution.
  - 1. Cleaning: Clean an area approximately 9sq. ft. for each type of masonry and surface condition.
    - a. Test cleaners and methods on samples of adjacent materials for possible adverse reactions. Do not test cleaners and methods known to have deleterious effect.
    - b. Allow a waiting period of not less than seven days after completion of sample cleaning to permit a study of sample panels for negative reactions.
  - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

## **1.9 FIELD CONDITIONS**

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit masonry cleaning work to be performed according to product manufacturers' written instructions and specified requirements.
- B. Clean masonry surfaces only when air temperature is 40 deg F and above and is predicted to remain so for at least seven days after completion of cleaning and/or per manufacturer's instructions.

## **PART 2 - PRODUCTS**

### **2.1 PAINT REMOVERS**

- A. Covered, Solvent-Type Paste Paint Remover: Manufacturer's standard, low-odor, covered, water-rinseable, solvent-type paste or gel formulation for removing paint from masonry; containing no methanol or methylene chloride.
  - 1. Prosoco Inc. – Enviro Klean, Safety Peel I
  - 2. Or, Approved Equal

## 2.2 CLEANING MATERIALS

- A. Water: Potable.
- B. Hot Water: Water heated to a temperature of 140 to 160 deg F.

## 2.3 ACCESSORY MATERIALS

- A. Liquid Strippable Masking Agent: Manufacturer's standard liquid, film-forming, strippable masking material for protecting glass, metal, glazed masonry, and polished stone surfaces from damaging effects of acidic and alkaline masonry cleaners.
  - I. As approved by paint removal manufacturer in writing.
- B. Other Products: Select materials and methods of use based on the following, subject to approval of a mockup:
  - 1. Previous effectiveness in performing the work involved.
  - 2. Minimal possibility of damaging exposed surfaces.
  - 3. Consistency of each application.
  - 4. Uniformity of the resulting overall appearance.
  - 5. Do not use products or tools that could do the following:
    - a. Remove, alter, or harm the present condition or future preservation of existing surfaces, including surrounding surfaces not in contract.
    - b. Leave residue on surfaces.

## PART 3 - EXECUTION

### 3.1 PROTECTION

- A. Remove gutters and downspouts and associated hardware adjacent to immediate work area and store during masonry cleaning. Reinstall when masonry cleaning is complete.
  - I. Provide temporary rain drainage during work to direct water away from building.
- B. Documentation of prep, application, removal, and cleaning required with color photographs and description of process. Results to be noted on cleaned brick prior to new coating application.

### 3.2 CLEANING MASONRY, GENERAL

- A. Have cleaning work performed only by qualified historic treatment specialist.
- B. Cleaning Appearance Standard: Cleaned surfaces are to have a uniform appearance as viewed from 5 feet away by Architect.



- C. Proceed with cleaning in an orderly manner; work from top to bottom of each scaffold width and from one end of each elevation to the other. Ensure that dirty residues and rinse water do not wash over dry, cleaned surfaces.
- D. Use only those cleaning methods indicated for each masonry material and location.
  - 1. Brushes: Do not use wire brushes or brushes that are not resistant to chemical cleaner being used.
  - 2. Spray Equipment: Use spray equipment that provides controlled application at volume and pressure indicated, measured at nozzle. Adjust pressure and volume to ensure that cleaning methods do not damage masonry.
    - a. Equip units with pressure gauges.
    - b. For water-spray application, use fan-shaped spray that disperses water at an angle of 25 to 50 degrees.
    - c. Low pressure only.
    - d. For heated water-spray application, use equipment capable of maintaining temperature between 140 and 160 deg F at flow rates indicated.
- E. Perform each cleaning method in a manner that results in uniform coverage of all surfaces, including corners, moldings, and interstices, and that produces an even effect without streaking or damaging masonry surfaces.
  - 1. Keep wall wet below area being cleaned to prevent streaking from runoff.
- F. Perform additional general cleaning, paint and stain removal, and spot cleaning of small areas that are noticeably different when viewed according to "Cleaning Appearance Standard" Paragraph, so that cleaned surfaces blend smoothly into surrounding areas.
- G. Water-Spray Application Methods:
  - 1. Water-Spray Applications: Unless otherwise indicated, hold spray nozzle at least 6 inches from masonry surface, and apply water in horizontal back-and-forth sweeping motion, overlapping previous strokes to produce uniform coverage.
- H. Rinse off chemical residue and soil by working upward from bottom to top of each treated area at each stage or scaffold setting. Periodically during each rinse, test pH of rinse water running off of cleaned area to determine that chemical cleaner is completely removed.
- I. After cleaning is complete, remove protection no longer required. Remove tape and adhesive marks.

### **3.3 PRELIMINARY CLEANING**

- A. Preliminary Cleaning: Before beginning general cleaning, remove extraneous substances that are resistant to planned cleaning methods. Extraneous substances include paint, caulking, asphalt, and tar.

1. Carefully remove heavy accumulations of rigid materials from masonry surface with sharp chisel. Do not scratch or chip masonry surface.
2. Remove caulking.
  - a. Comply with requirements in "Paint Removal" Article.

### **3.4 PAINT REMOVAL**

- A. Paint-Remover Application, General: Apply paint removers according to paint-remover manufacturer's written instructions. Do not allow paint removers to remain on surface for periods longer than those indicated or recommended in writing by manufacturer.
- B. Paint Removal with Covered, Solvent-Type Paste Paint Remover:
  1. Remove loose and peeling paint per manufacturer's instructions including stiff brushes and low pressure water spray. Let surface dry thoroughly.
  2. Apply paint remover to dry, painted surface with trowel, spatula, or as recommended in writing by manufacturer.
  3. Apply cover according to manufacturer's written instructions.
  4. Allow paint remover to remain on surface for a period no longer than 24 hours. Preconstruction testing on west wall prior to full wall application required to determine best dwell time period to avoid damage to the brick masonry.
  5. Scrape off paint and remover.
  6. Rinse per manufacturer's instructions.

### **3.5 CLEANING BRICKWORK**

- A. Cold-Water Wash: Use cold water applied by low to medium pressure spray.
- B. Hot-Water Wash: Use hot water applied by low to medium pressure spray.

### **3.6 FINAL CLEANING**

- A. Clean adjacent nonmasonry surfaces of spillage and debris. Use detergent and soft brushes or cloths.
- B. Remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.
- C. Remove masking materials, leaving no residues that could trap dirt.

END OF SECTION 040310

## SECTION 051200 – STRUCTURAL STEEL FRAMING

### PART I - GENERAL

#### I.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.

#### I.2 SUMMARY

- A. Section Includes:
  - 1. Structural steel.
  - 2. Shrinkage-resistant grout.

#### I.3 DEFINITIONS

- A. Structural Steel: Elements of the structural frame indicated on Drawings and as described in ANSI/AISC 303.

#### I.4 COORDINATION

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

#### I.5 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

#### I.6 ACTION SUBMITTALS

- A. Product Data:
  - 1. Structural-steel materials.
  - 2. High-strength, bolt-nut-washer assemblies.
  - 3. Anchor rods.
  - 4. Threaded rods.
  - 5. Shop primer.
  - 6. Shrinkage-resistant grout.

- B. Shop Drawings: Show fabrication of structural-steel components.
  - 1. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
  - 2. Include embedment Drawings.
  - 3. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld. Show backing bars that are to be removed and supplemental fillet welds where backing bars are to remain.
  - 4. Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify pretensioned and slip-critical, high-strength bolted connections.
  - 5. Identify members not to be shop primed.
  - 6. Submit all drawings in pdf format for review. Submit one full-sized printed set of erection drawings to the Structural Engineer for review prior to submitting detail drawings.

#### **I.7 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For Installer and fabricator.
- B. Welding certificates.
- C. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers, certifying that shop primers are compatible with topcoats.
- D. Mill test reports for structural-steel materials, including chemical and physical properties.
- E. Product Test Reports: For the following:
  - 1. Bolts, nuts, and washers, including mechanical properties and chemical analysis.
  - 2. Direct-tension indicators.
  - 3. Tension-control, high-strength, bolt-nut-washer assemblies.
- F. Survey of existing conditions.
- G. Source quality-control reports.
- H. Field quality-control reports.

#### **I.8 QUALITY ASSURANCE**

- A. Fabricator Qualifications: A qualified Fabricator with ten or more years successful experience with projects of similar size and complexity.
- B. Installer Qualifications: A qualified Installer with ten or more years successful experience with projects of similar size and complexity.

- C. Shop-Painting Applicators: Qualified with five or more years successful experience with projects of similar size and complexity.
- D. Welding Qualifications: Qualify procedures and personnel in accordance with AWS D1.1/D1.1M.

## I.9 DELIVERY, STORAGE, AND HANDLING

- A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from corrosion and deterioration.
  - 1. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.
- B. Store fasteners in a protected place in sealed containers with manufacturer's labels intact.
  - 1. Fasteners may be repackaged provided Owner's testing and inspecting agency observes repackaging and seals containers.
  - 2. Clean and relubricate bolts and nuts that become dry or rusty before use.
  - 3. Comply with manufacturers' written recommendations for cleaning and lubricating ASTM F3125/F3125M, Grade F1852 bolt assemblies and for retesting bolt assemblies after lubrication.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Comply with applicable provisions of the following specifications and documents:
  - 1. ANSI/AISC 303.
  - 2. ANSI/AISC 341.
  - 3. ANSI/AISC 360.
  - 4. RCSC's "Specification for Structural Joints Using High-Strength Bolts."
- B. Connection Design Information:
  - 1. Option 2: Fabricator's experienced steel detailer shall select or complete connections in accordance with ANSI/AISC 303.
    - a. Select and complete connections using schematic details indicated and ANSI/AISC 360.
    - b. Use Allowable Stress Design; data are given at service-load level.

- C. Moment Connections: Type FR, fully restrained.

## 2.2 STRUCTURAL-STEEL MATERIALS

- A. W-Shapes: ASTM A992/A992M.
- B. Channels, Angles, M, S-Shapes: ASTM A36/A36M.
- C. Plate and Bar: ASTM A36/A36M.
- D. Cold-Formed Hollow Structural Sections: ASTM A500/A500M, Grade B structural tubing.
- E. Steel Pipe: ASTM A53/A53M, Type E or Type S, Grade B.
- F. Welding Electrodes: Comply with AWS requirements.

## 2.3 BOLTS AND CONNECTORS

- A. High-Strength A325 Bolts, Nuts, and Washers: ASTM F3125/F3125M, Grade A325 (Grade A325M), Type I, heavy-hex steel structural bolts; ASTM A563, Grade DH (ASTM A563M, Class 10S), heavy-hex carbon-steel nuts; and ASTM F436/F436M, Type I, hardened carbon-steel washers; all with plain finish.
  - I. Direct-Tension Indicators: ASTM F959/F959M, Type 325-I (Type 8.8-I), compressible-washer type with plain finish.
- B. Tension-Control, High-Strength Bolt-Nut-Washer Assemblies: ASTM F3125/F3125M, Grade F1852, Type I, heavy-hex head assemblies, consisting of steel structural bolts with splined ends; ASTM A563, Grade DH (ASTM A563M, Class 10S), heavy-hex carbon-steel nuts; and ASTM F436/F436M, Type I, hardened carbon-steel washers.
  - I. Finish: Plain.

## 2.4 RODS

- A. Headed Anchor Rods: ASTM F1554, Grade 36, straight.
  - 1. Nuts: ASTM A563 (ASTM A563M) heavy-hex carbon steel.
  - 2. Plate Washers: ASTM A36/A36M carbon steel.
  - 3. Washers: ASTM F436 (ASTM F436M), Type I, hardened carbon steel.
  - 4. Finish: Plain.
- B. Threaded Rods: ASTM A36/A36M.
  - 1. Nuts: ASTM A63 (ASTM A563M) heavy-hex carbon steel.
  - 2. Washers: ASTM A36/A36M carbon steel.
  - 3. Finish: Plain.

**2.5 PRIMER**

**A. Steel Primer:**

1. Fabricator's standard lead- and chromate-free, nonasphaltic, rust-inhibiting primer complying with MPI#79 and compatible with topcoat.

**2.6 SHRINKAGE-RESISTANT GROUT**

- A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C1107/C1107M, factory-packaged, nonmetallic aggregate grout, noncorrosive and nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

**2.7 FABRICATION**

- A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate in accordance with ANSI/AISC 303 and to ANSI/AISC 360.
1. Camber structural-steel members where indicated.
  2. Fabricate beams with rolling camber up.
  3. Identify high-strength structural steel in accordance with ASTM A6/A6M and maintain markings until structural-steel framing has been erected.
  4. Mark and match-mark materials for field assembly.
  5. Complete structural-steel assemblies, including welding of units, before starting shop-priming operations.
- B. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.
1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1/D1.1M.
- C. Bolt Holes: Cut, drill, or punch standard bolt holes perpendicular to metal surfaces.
- D. Finishing: Accurately finish ends of columns and other members transmitting bearing loads.
- E. Cleaning: Clean and prepare steel surfaces that are to remain unpainted in accordance with SSPC-SP 3.
- F. Steel Wall-Opening Framing: Select true and straight members for fabricating steel wall-opening framing to be attached to structural-steel frame. Straighten as required to provide uniform, square, and true members in completed wall framing. Build up welded framing, weld exposed joints continuously, and grind smooth.
- G. Welded-Steel Door Frames: Build up welded-steel door frames attached to structural-steel frame. Weld exposed joints continuously and grind smooth. Plug-weld fixed steel bar stops to frames. Secure removable stops to frames with countersunk machine

screws, uniformly spaced not more than 10 inches (250 mm) o.c. unless otherwise indicated on Drawings.

- H. Holes: Provide holes required for securing other work to structural steel and for other work to pass through steel members.
  - 1. Cut, drill, or punch holes perpendicular to steel surfaces. Do not thermally cut bolt holes or enlarge holes by burning.
  - 2. Baseplate Holes: Cut, drill, mechanically thermal cut, or punch holes perpendicular to steel surfaces.
  - 3. Weld threaded nuts to framing and other specialty items indicated to receive other work.

## 2.8 SHOP CONNECTIONS

- A. High-Strength Bolts: Shop install high-strength bolts in accordance with RCSC's "Specification for Structural Joints Using High-Strength Bolts" for type of bolt and type of joint specified.
  - 1. Joint Type: Snug tightened.
- B. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
  - 1. Assemble and weld built-up sections by methods that maintain true alignment of axes without exceeding tolerances in ANSI/AISC 303 for mill material.

## 2.9 SHOP PRIMING

- A. Shop prime steel surfaces, except the following:
  - 1. Surfaces embedded in concrete or mortar. Extend priming of partially embedded members to a depth of 2 inches (50 mm).
  - 2. Surfaces to be field welded.
  - 3. Surfaces of high-strength bolted, slip-critical connections.
  - 4. Surfaces to receive sprayed fire-resistive materials (applied fireproofing).
  - 5. Galvanized surfaces unless indicated to be painted.
- B. Surface Preparation of Steel: Clean surfaces to be painted. Remove loose rust and mill scale and spatter, slag, or flux deposits. Prepare surfaces in accordance with the following specifications and standards:
  - 1. SSPC-SP 11.
- C. Priming: Immediately after surface preparation, apply primer in accordance with manufacturer's written instructions and at rate recommended by SSPC to provide a



minimum dry film thickness of 1.5 mils (0.038 mm). Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.

1. Stripe paint corners, crevices, bolts, welds, and sharp edges.
2. Apply two coats of shop paint to surfaces that are inaccessible after assembly or erection. Change color of second coat to distinguish it from first.

## **2.10 SOURCE QUALITY CONTROL**

- A. Testing Agency: Owner will engage a qualified testing agency to perform shop tests and inspections.
  1. Allow testing agency access to places where structural-steel work is being fabricated or produced to perform tests and inspections.
  2. Bolted Connections: Inspect and test shop-bolted connections in accordance with RCSC's "Specification for Structural Joints Using High-Strength Bolts."
  3. Welded Connections: Visually inspect shop-welded connections in accordance with AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
    - a. Liquid Penetrant Inspection: ASTM E165/E165M.
    - b. Magnetic Particle Inspection: ASTM E709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
    - c. Ultrasonic Inspection: ASTM E164.
    - d. Radiographic Inspection: ASTM E94/E94M.
  4. Prepare test and inspection reports.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Verify, with certified steel erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.
  1. Prepare a certified survey of existing conditions. Include bearing surfaces, anchor rods, bearing plates, and other embedments showing dimensions, locations, angles, and elevations.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

- A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads

and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place unless otherwise indicated on Drawings.

### 3.3 ERECTION

- A. Set structural steel accurately in locations and to elevations indicated and in accordance with ANSI/AISC 303 and ANSI/AISC 360.
- B. Baseplates, Bearing Plates and Leveling Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.
  - 1. Set plates for structural members on wedges, shims, or setting nuts as required.
  - 2. Weld plate washers to top of baseplate.
  - 3. Snug-tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
  - 4. Promptly pack shrinkage-resistant grout solidly between bearing surfaces and plates, so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for grouting.
- C. Maintain erection tolerances of structural steel within ANSI/AISC 303.
- D. Align and adjust various members that form part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that are in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
  - 1. Level and plumb individual members of structure. Slope roof framing members to slopes indicated on Drawings.
  - 2. Make allowances for difference between temperature at time of erection and mean temperature when structure is completed and in service.
- E. Splice members only where indicated.
- F. Do not use thermal cutting during erection.
- G. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.

### 3.4 FIELD CONNECTIONS

- A. High-Strength Bolts: Install high-strength bolts in accordance with RCSC's "Specification for Structural Joints Using High-Strength Bolts" for bolt and joint type specified.
  - 1. Joint Type: Snug tightened.

- B. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
  - 1. Comply with ANSI/AISC 303 and ANSI/AISC 360 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.
  - 2. Remove backing bars or runoff tabs, back gouge, and grind steel smooth.
  - 3. Assemble and weld built-up sections by methods that maintain true alignment of axes without exceeding tolerances in ANSI/AISC 303 for mill material.

### 3.5 REPAIR

- A. Touchup Painting:
  - 1. Immediately after erection, clean exposed areas where primer is damaged or missing, and paint with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
    - a. Clean and prepare surfaces by SSPC-SP 2 hand-tool cleaning or SSPC-SP 3 power-tool cleaning.
- B. Touchup Priming: Cleaning and touchup priming are specified in Section 099600 "High-Performance Coatings."

### 3.6 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a special inspector to perform the following special inspections:
  - 1. Verify structural-steel materials and inspect steel frame joint details.
  - 2. Verify weld materials and inspect welds.
  - 3. Verify connection materials and inspect high-strength bolted connections.
  - 4. See Statement of Special Inspections for additional testing and inspections.
- B. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
  - 1. Bolted Connections: Inspect and test bolted connections in accordance with RCSC's "Specification for Structural Joints Using High-Strength Bolts."
  - 2. Welded Connections: Visually inspect field welds in accordance with AWS D1.1/D1.1M.
    - a. In addition to visual inspection, test and inspect field welds in accordance with AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
      - 1) Liquid Penetrant Inspection: ASTM E165/E165M.

- 2) Magnetic Particle Inspection: ASTM E709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
- 3) Ultrasonic Inspection: ASTM E164.
- 4) Radiographic Inspection: ASTM E94/E94M.

END OF SECTION 051200

**SECTION 061000 - ROUGH CARPENTRY**

**PART I - GENERAL**

**I.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.

**I.2 SUMMARY**

- A. Section Includes:
  - 1. Framing with dimension lumber.
  - 2. Framing with timber.
  - 3. Framing with engineered wood products.
  - 4. Wood blocking.

**I.3 DEFINITIONS**

- A. Boards or Strips: Lumber of less than 2 inches nominal (38 mm actual) size in least dimension.
- B. Dimension Lumber: Lumber of 2 inches nominal (38 mm actual) size or greater but less than 5 inches nominal (114 mm actual) size in least dimension.
- C. Exposed Framing: Framing not concealed by other construction.
- D. OSB: Oriented strand board.
- E. Timber: Lumber of 5 inches nominal (114 mm actual) size or greater in least dimension.

**I.4 INFORMATIONAL SUBMITTALS**

- A. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.
- B. Evaluation Reports: For the following, from ICC-ES:
  - 1. Power-driven fasteners.
  - 2. Post-installed anchors.
  - 3. Metal framing anchors.

## **I.5 QUALITY ASSURANCE**

- A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

## **I.6 DELIVERY, STORAGE, AND HANDLING**

- A. Stack wood products flat with spacers beneath and between each bundle to provide air circulation. Protect wood products from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

# **PART 2 - PRODUCTS**

## **2.1 WOOD PRODUCTS, GENERAL**

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
  - 1. Factory mark each piece of lumber with grade stamp of grading agency.
  - 2. Dress lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content of Lumber: 19 percent unless otherwise indicated.
- C. Engineered Wood Products: Acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that show compliance with building code in effect for Project.
  - 1. Allowable design stresses, as published by manufacturer, shall meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

## **2.2 DIMENSION LUMBER FRAMING**

- A. Beam and Headers: No. 2 grade.
  - 1. Species:
    - a. Douglas fir-larch; WCLIB or WWPA.
- B. Wood Posts: No. 1/No. 2 grade.
  - 1. Species:

- a. Spruce-Pine-Fir; NLGA.

## **2.3 TIMBER FRAMING**

- A. Comply with the following requirements, according to grading rules of grading agency indicated:
  - 1. Species and Grade: Douglas fir-larch; No. 1 grade; WCLIB, or WWPA.
  - 2. Maximum Moisture Content: 19 percent.
  - 3. Additional Restriction: Free of heart centers.

## **2.4 ENGINEERED WOOD PRODUCTS**

- A. Source Limitations: Obtain each type of engineered wood product from single source from a single manufacturer.
- B. Laminated-Veneer Lumber: Structural composite lumber made from wood veneers with grain primarily parallel to member lengths, evaluated and monitored according to ASTM D5456 and manufactured with an exterior-type adhesive complying with ASTM D2559.
  - 1. Extreme Fiber Stress in Bending, Edgewise: 2600 psi (17.9 MPa) for 12-inch nominal- (286-mm actual-) depth members.
  - 2. Modulus of Elasticity, Edgewise: 2,000,000 psi (13 700 MPa).

## **2.5 MISCELLANEOUS LUMBER**

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
  - 1. Blocking.
- B. Dimension Lumber Items: No. 2 grade lumber of the following species:
  - a. Douglas fir-larch; WCLIB or WWPA.
- C. For blocking used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

## **2.6 FASTENERS**

- A. General: Fasteners shall be of size and type indicated and shall comply with requirements specified in this article for material and manufacture.
  - 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- D. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01, ICC-ES AC58, ICC-ES AC193 or ICC-ES AC308 as appropriate for the substrate.
  - I. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.

## 2.7 METAL FRAMING ANCHORS

- A. Manufacturers: Subject to compliance with the requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - I. Simpson Strong-Tie Co., Inc.
- B. Allowable design loads, as published by manufacturer, shall meet or exceed those of products of manufacturers listed. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency. Framing anchors shall be punched for fasteners adequate to withstand same loads as framing anchors.
- C. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A653/A653M, G60 (Z180) coating designation.
  - I. Use for interior locations unless otherwise indicated.
- D. Joist Hangers: U-shaped joist hangers with 2-inch- (50-mm-) long seat and 1-1/4-inch- (32-mm-) wide nailing flanges at least 85 percent of joist depth.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Framing Standard: Comply with AF&PA's WCD I, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions.
- C. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.



- D. Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.
- E. Do not splice structural members between supports unless otherwise indicated.
- F. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
- G. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- H. Comply with AWWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
  - I. Use inorganic boron for items that are continuously protected from liquid water.
- I. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code (IBC).
  - 2. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.
  - 3. ICC-ES evaluation report for fastener.
- J. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

### 3.2 WOOD BLOCKING INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

### 3.3 FRAMING INSTALLATION

- A. General: Install wood members with crown edge up and support ends of each member with not less than 1-1/2 inches (38 mm) of bearing on wood or metal, or 3 inches (76 mm) on masonry. Attach floor joists as follows:
  - I. Where supported on wood members, by toe nailing or by using metal framing anchors.

2. Where framed into wood supporting members, by using metal joist hangers.
- B. Do not notch members. Do not bore holes.
- C. Provide solid blocking of 2-inch nominal (38-mm actual) thickness by depth of joist at ends of joists unless nailed to header or band.
- D. Provide solid blocking between joists under jamb studs for openings.

### **3.4 FIELD QUALITY CONTROL**

- A. Testing and Inspecting: Owner will engage a qualified special inspector and qualified testing agency to perform field tests and inspections and prepare test reports.
- B. Inspections:
  1. Quality control procedures.
  2. Material grading.
  3. Connections.
  4. Framing and Details.
- C. Prepare test and inspection reports.
- D. Correct deficiencies in work that test reports and inspections indicate does not comply with the Contract Documents.

**END OF SECTION 061000**

## SECTION 061600 - SHEATHING

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Wall sheathing.
2. Roof sheathing.

B. Related Requirements:

1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricate product. Indicate component materials and dimensions and include construction and application details.

1. Wall sheathing.
2. Roof sheathing.

#### 1.3 DELIVERY, STORAGE, AND HANDLING

A. Stack panels flat with spacers beneath and between each bundle to provide air circulation. Protect sheathing from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

### PART 2 - PRODUCTS

#### 2.1 WOOD PANEL PRODUCTS

- A. Emissions: Products are to meet the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
- B. Thickness: As needed to comply with requirements specified, but not less than thickness indicated.
- C. Factory mark panels to indicate compliance with applicable standard.

## 2.2 PRESERVATIVE-TREATED PLYWOOD

- A. Preservative Treatment by Pressure Process: AWWPA UI; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.
  - I. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- B. Mark plywood with appropriate classification marking of an inspection agency acceptable to authorities having jurisdiction.
- C. Application: Treat plywood in contact with masonry or concrete or used with roofing, flashing, vapor barriers, and waterproofing.

## 2.3 WALL SHEATHING

- A. Oriented-Strand-Board Sheathing, Walls: DOC PS 2, Exposure I, Structural I sheathing.
  - I. Span Rating: Not less than I6/0 .
  - 2. Nominal Thickness: Not less than **1/2 inch**.

## 2.4 ROOF SHEATHING

- A. Plywood Sheathing, Roofs: , Exterior, Structural I sheathing.
  - I. Span Rating: Not less than I6/0 .
  - 2. Nominal Thickness: Not less than **1/2 inch**.

## 2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
  - I. For roof and wall sheathing, provide fasteners of Type 304 stainless steel.
- B. Nails, Brads, and Staples: ASTM F1667.
- C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

## 2.6 MISCELLANEOUS MATERIALS

- A. Adhesives for Field Gluing Panels to Wood Framing: Formulation complying with APA AFG-01 that is approved for use with type of construction panel indicated by manufacturers of both adhesives and panels.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement. Arrange joints so that pieces do not span between fewer than three support members.
- B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction unless otherwise indicated.
- C. Securely attach to substrate by fastening as indicated, complying with the following:
  - 1. Table 2304.10.1, "Fastening Schedule," in the ICC's International Building Code.
  - 2. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in the ICC's International Residential Code for One- and Two-Family Dwellings.
  - 3. ICC-ES evaluation report for fastener.
- D. Use common wire nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections. Install fasteners without splitting wood.
- E. Coordinate wall and roof sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.
- F. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.
- G. Coordinate sheathing installation with installation of materials installed over sheathing so sheathing is not exposed to precipitation or left exposed at end of the workday when rain is forecast.

### 3.2 INSTALLATION OF WOOD STRUCTURAL PANEL

- A. General: Comply with applicable recommendations in APA Form No. E30, "Engineered Wood Construction Guide," for types of structural-use panels and applications indicated.
- B. Fastening Methods: Fasten panels as indicated below:

- I. Wall and Roof Sheathing:
  - a. Nail to wood framing. Apply a continuous bead of glue to framing members at edges of wall sheathing panels.
  - b. Screw to cold-formed metal framing.
  - c. Space panels **1/8 inch** apart at edges and ends.

END OF SECTION 061600

**SECTION 062013 - EXTERIOR FINISH CARPENTRY**

**PART I - GENERAL**

**I.1 SUMMARY**

**A. Section Includes:**

1. Exterior trim.
2. Lumber siding.
3. Lumber soffits.

**I.2 DEFINITIONS**

- A. MDO:** Plywood with a medium-density overlay on the face.
- B. PVC:** Polyvinyl chloride.

**I.3 ACTION SUBMITTALS**

- A. Samples:** For each exposed product and for each color and texture specified.

**I.4 DELIVERY, STORAGE, AND HANDLING**

- A. Stack lumber, plywood, and other panels flat with spacers between each bundle to provide air circulation.**
1. Protect materials from weather by covering with waterproof sheeting, securely anchored.
  2. Provide for air circulation around stacks and under coverings.

**I.5 FIELD CONDITIONS**

- A. Weather Limitations:** Proceed with installation only when existing and forecast weather conditions permit work to be performed and at least one coat of specified finish can be applied without exposure to rain, snow, or dampness.
- B. Do not install finish carpentry materials that are wet, moisture damaged, or mold damaged.**
1. Indications that materials are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  2. Indications that materials are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS, GENERAL**

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with applicable rules of any rules-writing agency certified by the American Lumber Standard Committee's (ALSC) Board of Review. Grade lumber by an agency certified by the ALSC's Board of Review to inspect and grade lumber under the rules indicated.
  - 1. Factory mark each piece of lumber with grade stamp of inspection agency, indicating grade, species, moisture content at time of surfacing, and mill.
  - 2. For exposed lumber, mark grade stamp on end or back of each piece, or omit grade stamp and provide certificates of grade compliance issued by inspection agency.
- B. Softwood Plywood: DOC PS 1.
- C. Hardboard: ANSI A135.4.

### **2.2 EXTERIOR TRIM**

- A. Lumber Trim for Opaque Finish (Painted Finish):
  - 1. Species and Grade:
    - a. Western red cedar; NLGA, WCLIB, or WWPA Grade A.
    - b. Southern Pine; SPIB 1 Common.
  - 2. Maximum Moisture Content: 15 percent.
  - 3. Finger Jointing: Not allowed.
  - 4. Face Surface: Surfaced (smooth) .
  - 5. Factory Priming: Factory coated on both faces and all edges, with exterior primer compatible with topcoats specified.
- B. Moldings for Opaque Finish (Painted Finish): MMPA WM 4, P-grade wood moldings, made from kiln-dried stock to patterns included in MMPA's "WM/Series Softwood Moulding Patterns."
  - 1. Species: Western red cedar.
  - 2. Finger Jointing: Not allowed.
  - 3. Factory Priming: Factory coated on both faces and all edges, with exterior primer compatible with topcoats specified.

### **2.3 LUMBER SIDING**

- A. Provide kiln-dried lumber siding complying with DOC PS 20, factory coated with exterior primer compatible with topcoats specified.
- B. Species and Grade:



- I. Western red cedar; NLGA, WCLIB, or WWPA Clear VG (Vertical Grain) Heart.
- C. Pattern:
  - I. Bevel siding, S1S2E, actual overall dimensions to match existing, measured on the face and thick edge.

## 2.4 LUMBER SOFFITS

- A. Provide kiln-dried lumber siding complying with DOC PS 20, factory coated with exterior primer compatible with topcoats specified.
- B. Species and Grade:
  - I. Western red cedar; NLGA, WCLIB, or WWPA Grade A.
  2. Southern pine; SPIB I Common.
- C. Pattern:
  - I. Match existing.

## 2.5 MISCELLANEOUS MATERIALS

- A. Fasteners for Exterior Finish Carpentry: Provide nails or screws, in sufficient length to penetrate not less than 1-1/2 inches into wood substrate.
  - I. For face-fastening siding, provide ringed-shank siding nails or hot-dip galvanized-steel siding nails.
  2. For applications not otherwise indicated, provide hot-dip galvanized-steel fasteners.
- B. Sealants: Latex, complying with ASTM C834 Type OP, Grade NF and applicable requirements in Section 079200 "Joint Sealants," and recommended by sealant and substrate manufacturers for intended application.
  - I. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Bostik; Arkema.
    - b. Pecora Corporation.
    - c. Permathane; a Holcim brand.
    - d. Tremco Incorporated.

## 2.6 FABRICATION

- A. Back out or kerf backs of standing and running trim wider than 5 inches, except members with ends exposed in finished work.

- B. Ease edges of lumber less than 1 inch in nominal thickness to 1/16-inch radius and edges of lumber 1 inch or more in nominal thickness to 1/8-inch radius.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine finish carpentry materials before installation. Reject materials that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Clean substrates of projections and substances detrimental to application.
- B. Prime lumber and moldings to be painted, including both faces and edges, unless factory primed.
  - 1. Cut to required lengths and prime ends.
  - 2. Comply with requirements in Section 099113 "Exterior Painting."

#### 3.3 INSTALLATION, GENERAL

- A. Do not use materials that are unsound, warped, improperly treated or finished, inadequately seasoned, or too small to fabricate with proper jointing arrangements.
  - 1. Do not use manufactured units with defective surfaces, sizes, or patterns.
- B. Install exterior finish carpentry level, plumb, true, and aligned with adjacent materials.
  - 1. Use concealed shims where necessary for alignment.
  - 2. Scribe and cut exterior finish carpentry to fit adjoining work.
  - 3. Refinish and seal cuts as recommended by manufacturer.
  - 4. Install to tolerance of 1/8 inch in 96 inches for level and plumb. Install adjoining exterior finish carpentry with 1/32-inch maximum offset for flush installation and 1/16-inch maximum offset for reveal installation.
  - 5. Coordinate exterior finish carpentry with materials and systems in or adjacent to it.
  - 6. Provide cutouts for mechanical and electrical items that penetrate exterior finish carpentry.

### 3.4 INSTALLATION OF STANDING AND RUNNING TRIM

- A. Install flat-grain lumber with bark side exposed to weather.
- B. Install cellular PVC trim to comply with manufacturer's written instructions.
- C. Install trim with minimum number of joints as is practical, using full-length pieces from maximum lengths of lumber available. Do not use pieces less than 24 inches long, except where necessary.
  - 1. Use scarf joints for end-to-end joints.
  - 2. Stagger end joints in adjacent and related members.
- D. Fit exterior joints to exclude water.
  - 1. Cope at returns and miter at corners to produce tight-fitting joints, with full-surface contact throughout length of joint.
  - 2. Plane backs of casings to provide uniform thickness across joints, where necessary for alignment.
- E. Where face fastening is unavoidable, countersink fasteners, fill surface flush, and sand unless otherwise indicated.

### 3.5 INSTALLATION OF SIDING

- A. Install siding to comply with manufacturer's written instructions.
- B. Horizontal Lumber Siding:
  - 1. Apply starter strip along bottom edge of sheathing or sill.
  - 2. Install first course of siding, with lower edge at least 1/8 inch below starter strip and subsequent courses lapped 1 inch over course below.
    - a. Nail at each stud.
    - b. Do not allow nails to penetrate more than one thickness of siding.
  - 3. Leave 1/8-inch gap at trim and corners unless otherwise recommended by manufacturer, and apply sealant.
  - 4. Butt joints only over framing or blocking, nailing top and bottom on each side and staggering joints in subsequent courses.
  - 5. Install prefabricated outside corners as recommended by manufacturer of siding materials.
- C. Flashing: Install metal flashing as indicated on Drawings and as recommended by siding manufacturer.
- D. Finish: Apply finish within two weeks of installation.

### 3.6 ADJUSTING

- A. Replace exterior finish carpentry that is damaged or does not comply with requirements.

- I. Exterior finish carpentry may be repaired or refinished if work complies with requirements and shows no evidence of repair or refinishing.
- B. Adjust joinery for uniform appearance.

### 3.7 CLEANING

- A. Clean exterior finish carpentry on exposed and semiexposed surfaces.
- B. Touch up factory-applied finishes to restore damaged or soiled areas.

### 3.8 PROTECTION

- A. Protect installed products from damage from weather and other causes during construction.
- B. Remove and replace finish carpentry materials that are wet, moisture damaged, and mold damaged.
  - I. Indications that materials are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  2. Indications that materials are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 062013

## SECTION 064013 - EXTERIOR ARCHITECTURAL WOODWORK

### PART I - GENERAL

#### I.1 SUMMARY

A. Section Includes:

1. Exterior shutters for opaque finish.

B. Related Requirements:

1. Section 061000 "Rough Carpentry" for wood furring, blocking, shims, and hanging strips required for installing exterior architectural woodwork that are concealed within other construction before exterior architectural woodwork installation.
2. Section 062013 "Exterior Finish Carpentry" for exterior carpentry exposed to view that is not specified in this Section.
3. Section 099113 "Exterior Painting" for painting of shutters.

#### I.2 COORDINATION

- A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections, to ensure that exterior architectural woodwork can be supported and installed as indicated.

#### I.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

- B. Waterborne Treatments: For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.

C. Shop Drawings:

1. Include dimensioned plans, elevations, sections, and attachment details.
2. Show large-scale details.
3. Show locations and sizes of furring, blocking, and hanging strips, including blocking and reinforcement concealed by construction and specified in other Sections.
4. Apply WI Certified Compliance Program label to Shop Drawings.

- D. Samples for Initial Selection: For each type of exposed finish.

1. Size:

- a. Panel Products: 12 inches by 12 inches.
- b. Lumber Products: Not less than 5 inches wide by 12 inches long, for each species and cut, finished on one side and one edge.

#### **I.4 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For architectural woodwork manufacturer.

#### **I.5 CLOSEOUT SUBMITTALS**

- A. Quality Standard Compliance Certificates: WI Certified Compliance Program certificates.

#### **I.6 QUALITY ASSURANCE**

- A. Manufacturer's Qualifications: Employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
  - I. Manufacturer's Certification: Licensed participant in WI's Certified Compliance Program.

#### **I.7 DELIVERY, STORAGE, AND HANDLING**

- A. Comply with Architectural Woodwork Standards, Section 2.
- B. Store woodwork in installation areas or in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.
  - I. Handle and store fire-retardant-treated wood to comply with chemical-treatment manufacturer's written instructions.

#### **I.8 FIELD CONDITIONS**

- A. Weather Limitations: Proceed with installation of exterior architectural woodwork only when existing and forecasted weather conditions permit work to be performed and at least one coat of specified finish to be applied without exposure to rain, snow, or dampness.
- B. Field Measurements: Where exterior architectural woodwork is indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings.
  - I. Locate concealed framing, blocking, and reinforcements that support woodwork by field measurements before being concealed by construction and indicate measurements on Shop Drawings.

## PART 2 - PRODUCTS

### 2.1 ARCHITECTURAL WOODWORK MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Timberlane, Inc. (Louvered to match existing)

### 2.2 ARCHITECTURAL WOODWORK, GENERAL

- A. Quality Standard: Unless otherwise indicated, comply with the Architectural Woodwork Standards for grades of exterior architectural woodwork indicated for construction, finishes, installation, and other requirements.
  - 1. Provide certificates from W1 certification program indicating that woodwork complies with requirements of grades specified.

### 2.3 EXTERIOR SHUTTERS FOR OPAQUE FINISH

- A. Architectural Woodwork Standards Grade: Premium.
- B. Wood Species: Ponderosa pine.
  - 1. Do not use plain-sawn softwood lumber with exposed, flat surfaces more than 3 inches wide.
  - 2. Wood Moisture Content: 9 to 15 percent.

### 2.4 FABRICATION

- A. Fabricate exterior architectural woodwork to dimensions, profiles, and details indicated.
  - 1. Ease edges to radius indicated for the following:
    - a. Edges of Solid-Wood (Lumber) Members: 1/16 inch unless otherwise indicated.
    - b. Edges of Rails and Similar Members More Than 3/4 Inch (19 mm) Thick: 1/8 inch.
- B. Complete fabrication, including assembly, to maximum extent possible before shipment to Project site.
  - 1. Disassemble components only as necessary for shipment and installation.
  - 2. Where necessary for fitting at site, provide allowance for scribing, trimming, and fitting.
  - 3. Notify Architect seven days in advance of the dates and times exterior architectural woodwork fabrication will be complete.
  - 4. Trial fit assemblies at fabrication shop that cannot be shipped completely assembled.

- a. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting.
- b. Verify that parts fit as intended, and check measurements of assemblies against field measurements indicated on approved Shop Drawings before disassembling for shipment.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Before installation, condition exterior architectural woodwork to average prevailing humidity conditions at Project site.
- B. Before installing exterior architectural woodwork, examine shop-fabricated work for completion, and complete work as required, including removing packing and backpriming concealed surfaces.

### 3.2 INSTALLATION

- A. Grade: Install exterior architectural woodwork to comply with same grade as item to be installed.
- B. Assemble exterior architectural woodwork, and complete fabrication at Project site to the extent that it was not completed during shop fabrication.
- C. Install exterior architectural woodwork level, plumb, true in line, and without distortion.
  1. Shim as required with concealed shims.
  2. Install level and plumb to a tolerance of **1/8 inch in 96 inches**.
- D. Standing and Running Trim:
  1. Install with minimum number of joints possible, using full-length pieces (from maximum length of lumber available) to greatest extent possible.
  2. Do not use pieces less than **36 inches** long, except where shorter single-length pieces are necessary.
  3. Scarf running joints and stagger in adjacent and related members.
- E. Scribe and cut exterior architectural woodwork to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
- F. Preservative-Treated Wood Materials: Where field cut or drilled, treat cut ends and drilled holes according to AWPA M4.
- G. Anchor exterior architectural woodwork to anchors or blocking built in or directly attached to substrates.



1. Secure with countersunk, concealed fasteners and blind nailing.
  2. Use fine finishing nails or finishing screws for exposed fastening, countersunk and filled flush with exterior architectural woodwork.
  3. For exposed work, arrange fasteners in straight rows parallel with edges of members, with fasteners evenly spaced and with adjacent rows staggered.
  4. For shop-finished items, use filler matching finish of items being installed.
- H. Touch up finishing work specified in this Section after installation of exterior architectural woodwork.
1. Fill nail holes with matching filler where exposed.
  2. Apply specified finish coats, including stains and paste fillers if any, to exposed surfaces where only sealer/prime coats are shop applied.
- I. Field Finishing: See Section 099113 "Exterior Painting" for final finishing of installed exterior architectural woodwork.

### 3.3 REPAIR

- A. Repair damaged and defective exterior architectural woodwork, where possible, to eliminate functional and visual defects.
- B. Where not possible to repair, replace defective woodwork.

### 3.4 CLEANING

- A. Clean exterior architectural woodwork on exposed and semiexposed surfaces.

END OF SECTION 064013

**SECTION 075323 - ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING**

**PART I - GENERAL**

**I.1 SUMMARY**

**A. Section Includes:**

1. Ethylene-propylene-diene-terpolymer (EPDM) roofing.
2. Accessory roofing materials.
3. Substrate board.
4. Vapor retarder.
5. Roof insulation.
6. Insulation accessories and cover board.

**B. Related Requirements:**

1. Section 061000 "Rough Carpentry for wood nailers, curbs, and blocking and for wood-based, structural-use roof deck panels.
2. Section 061600 "Sheathing" for wood-based, structural-use roof deck panels.
3. Section 079200 "Joint Sealants" for joint sealants, joint fillers, and joint preparation.

**I.2 DEFINITIONS**

- A. Roofing Terminology:** Definitions in ASTM D1079 and glossary of NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" apply to work of this Section.

**I.3 ACTION SUBMITTALS**

**A. Product Data:**

1. Ethylene-propylene-diene-terpolymer (EPDM) roofing.
2. Accessory roofing materials.
3. Substrate board.
4. Vapor retarder.
5. Roof insulation.
6. Insulation accessories and cover board.

- B. Shop Drawings:** Include roof plans, sections, details, and attachments to other work, including the following:

1. Layout and thickness of insulation.
2. Base flashings and membrane terminations.
3. Flashing details at penetrations.
4. Tapered insulation, thickness, and slopes.
5. Roof plan showing orientation of steel roof deck and orientation of roof membrane and fastening spacings and patterns for mechanically fastened roofing system.

6. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.
7. Tie-in with air barrier.

C. Samples for Verification: For the following products:

1. Roof membrane and flashings of color required.

**I.4 INFORMATIONAL SUBMITTALS**

A. Qualification Data: For Installer and manufacturer.

B. Manufacturer Certificates:

1. Performance Requirement Certificate: Signed by roof membrane manufacturer, certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
  - a. Submit evidence of complying with performance requirements.
2. Special Warranty Certificate: Signed by roof membrane manufacturer, certifying that all materials supplied under this Section are acceptable for special warranty.

C. Product Test Reports: For components of roof membrane and insulation, for tests performed by a qualified testing agency, indicating compliance with specified requirements.

D. Evaluation Reports: For components of roofing system, from ICC-ES.

1. Field Test Reports:
2. Fastener-pullout test results and manufacturer's revised requirements for fastener patterns.

E. Sample Warranties: For manufacturer's special warranties.

**I.5 CLOSEOUT SUBMITTALS**

A. Maintenance Data: For roofing system to include in maintenance manuals.

**I.6 QUALITY ASSURANCE**

A. Manufacturer Qualifications: A qualified manufacturer that is UL listed for roofing system identical to that used for this Project.

B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

**I.7 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
  - I. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

**I.8 FIELD CONDITIONS**

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed in accordance with manufacturer's written instructions and warranty requirements.

**I.9 WARRANTY**

- A. Special Warranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.
  - I. Special warranty includes roof membrane, base flashings, roof insulation, fasteners, cover boards, substrate board, and other components of roofing system.
  - 2. Warranty Period: 25 years from Date of Substantial Completion.
- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering the Work of this Section, including all components of roofing system such as roof membrane, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, and, for the following warranty period:
  - I. Warranty Period: Two years from Date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed roofing system and base flashings to withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roofing and flashings to remain watertight.
  - 1. Accelerated Weathering: Roof membrane to withstand 2000 hours of exposure when tested in accordance with ASTM G152, ASTM G154, or ASTM G155.
  - 2. Impact Resistance: Roof membrane to resist impact damage when tested in accordance with ASTM D3746, ASTM D4272, or the "Resistance to Foot Traffic Test" in FM Approvals 4470.
- B. Material Compatibility: Roofing materials to be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roof membrane manufacturer based on testing and field experience.
- C. Wind Uplift Resistance: Design roofing system to resist the following wind uplift pressures when tested in accordance with FM Approvals 4474, UL 580, or UL 1897:
  - 1. Zone 1 (Roof Area Field):
  - 2. Zone 2 (Roof Area Perimeter):
    - a. Location: From roof edge to inside roof edge.
  - 3. Zone 3 (Roof Area Corners):
    - a. Location: in each direction from building corner.
- D. SPRI's Directory of Roof Assemblies Listing: Roof membrane, base flashings, and component materials comply with requirements in FM Approvals 4450 or FM Approvals 4470 as part of a roofing system and are listed in SPRI's Directory of Roof Assemblies for roof assembly identical for that specified for this Project.
  - 1. Wind Uplift Load Capacity: **[60 psf] [75 psf] [90 psf] [105 psf] [120 psf]**
- E. Energy Star Listing: Roofing system to be listed on the DOE's Energy Star "Roof Products Qualified Product List" for low -slope roof products.
- F. Exterior Fire-Test Exposure: ASTM E108 or UL 790, Class A ; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
- G. Fire-Resistance Ratings: Comply with fire-resistance-rated assembly designs indicated. Identify products with appropriate markings of applicable testing agency.

## 2.2 ETHYLENE-PROPYLENE-DIENE-TERPOLYMER (EPDM) ROOFING

- A. EPDM Sheet: ASTM D4637/D4637M, Type I, nonreinforced, self-adhering EPDM sheet with factory-applied seam tape.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Carlisle Syntec Systems.
    - b. Elevate; Holcim Building Envelope.
    - c. GenFlex Roofing Systems.
  - 2. Thickness: 60 mils, nominal.
  - 3. Exposed Face Color: Black.
  - 4. Source Limitations: Obtain components for roofing system from roof membrane manufacturer.

## 2.3 ACCESSORY ROOFING MATERIALS

- A. General: Accessory materials recommended by roofing system manufacturer for intended use and compatible with other roofing components.
  - 1. Adhesive and Sealants: Comply with VOC limits of authorities having jurisdiction.
- B. Sheet Flashing: 60-mil- thick EPDM, partially cured or cured, according to application.
- C. Bonding Adhesive: Manufacturer's standard, water based.
- D. Seaming Material: Factory-applied seam tape, width as recommended by manufacturer.
- E. Lap Sealant: Manufacturer's standard, single-component sealant, colored to match membrane roofing.
- F. Metal Termination Bars: Manufacturer's standard, predrilled stainless steel or aluminum bars, approximately 1 by 1/8 inch thick; with anchors.
- G. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening components to substrate, and acceptable to roofing system manufacturer.
- H. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, molded pipe boot flashings, preformed inside and outside corner sheet flashings, reinforced EPDM securement strips, T-joint covers, in-seam sealants, termination reglets, cover strips, and other accessories.

## 2.4 SUBSTRATE BOARD

- A. Glass-Mat Gypsum Roof Substrate Board: ASTM C1177/C1177M, water-resistant gypsum board.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. CertainTeed; SAINT-GOBAIN.
  - b. Georgia-Pacific Gypsum LLC.
  - c. Gold Bond Building Products, LLC provided by National Gypsum Company.
  - d. USG Corporation.
2. Thickness: Type X, **5/8 inch**.
3. Surface Finish: Factory primed.

- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening substrate panel to roof deck.

## 2.5 VAPOR RETARDER

- A. Rubberized-Asphalt-Sheet Vapor Retarder, Self-Adhering: ASTM D1970/D1970M, polyethylene film laminated to layer of rubberized asphalt adhesive, minimum **40-mil** total thickness; maximum permeance rating of **0.1 perm**; cold applied, with slip-resisting surface and release paper backing. Provide primer when recommended by vapor retarder manufacturer.

## 2.6 ROOF INSULATION

- A. General: Preformed roof insulation boards manufactured or approved by EPDM roof membrane manufacturer, approved for use in FM Approvals' RoofNav-listed roof assemblies.
- B. Polyisocyanurate Board Insulation: ASTM C1289, Type II, Class I felt facer on both major surfaces.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Atlas Polyiso Roof and Wall Insulation.
  - b. Carlisle Syntec Systems.
  - c. CertainTeed; SAINT-GOBAIN.
  - d. Elevate; Holcim Building Envelope.
2. Compressive Strength: **25 psi**.
3. Size: **48 by 96 inches**.
4. Thickness:
  - a. Base Layer: 2 inches.
  - b. Upper Layer: 2 inches.

- C. Tapered Insulation: Provide factory-tapered insulation boards.

1. Material: Match roof insulation.
2. Minimum Thickness: **1/4 inch**.
3. Slope:
  - a. Roof Field: **1/4 inch per foot** unless otherwise indicated on Drawings.
  - b. Saddles and Crickets: **1/2 inch per foot** unless otherwise indicated on Drawings.

## 2.7 INSULATION ACCESSORIES AND COVER BOARD

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with other roofing system components.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roof insulation and cover boards to substrate, and acceptable to roofing system manufacturer.
- C. Polyisocyanurate Insulation Cover Board: ASTM C1289 Type II, Class 4, Grade I, **1/2 inch** thick, with a minimum compressive strength of **80 psi**.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
  - 1. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.
  - 2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
  - 3. Verify that surface plane flatness and fastening of steel roof deck complies with requirements in Section 053100 "Steel Decking."
  - 4. Verify that minimum concrete drying period recommended by roofing system manufacturer has passed.
  - 5. Verify that concrete substrate is visibly dry and free of moisture, and that minimum concrete internal relative humidity is not more than 75 percent, or as recommended by roofing system manufacturer when tested in accordance with ASTM F2170.
    - a. Test Frequency: One test probe per each 1000 sq. ft., or portion thereof, of roof deck, with not less than three test probes.
    - b. Submit test reports within 24 hours of performing tests.
  - 6. Verify that concrete-curing compounds that will impair adhesion of roofing components to roof deck have been removed.
  - 7. Verify that joints in precast concrete roof decks have been grouted flush with top of concrete.
  - 8. Verify that minimum curing period recommended by roof system manufacturer for lightweight insulating concrete roof decks has passed.
  - 9. Verify any damaged sections of cementitious wood-fiber decks have been repaired or replaced.
  - 10. Verify adjacent cementitious wood-fiber panels are vertically aligned to within **1/8 inch** at top surface.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.



### 3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing system installation in accordance with roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Perform fastener-pullout tests in accordance with roof system manufacturer's written instructions.
  - I. Submit test result within 24 hours of performing tests.
    - a. Include manufacturer's requirements for any revision to previously submitted fastener patterns required to achieve specified wind uplift requirements.
- D. Install sound-absorbing insulation strips in accordance with acoustical roof deck manufacturer's written instructions.

### 3.3 INSTALLATION OF ROOFING, GENERAL

- A. Install roofing system in accordance with roofing system manufacturer's written instructions, SPRI's Directory of Roof Assemblies assembly requirements, and FM Global Property Loss Prevention Data Sheet I-29.
- B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at end of workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.
- C. Install roof membrane and auxiliary materials to tie into existing roofing to maintain weathertightness of transition.
- D. Coordinate installation and transition of roofing system component serving as an air barrier with air barrier specified under

### 3.4 INSTALLATION OF SUBSTRATE BOARD

- A. Install substrate board with long joints in continuous straight lines, with end joints staggered not less than **24 inches** in adjacent rows.
  - 1. Tightly butt substrate boards together.
  - 2. Cut substrate board to fit tight around penetrations and projections, and to fit tight to intersecting sloping roof decks.
  - 3. Loosely lay substrate board over roof deck.

### 3.5 INSTALLATION OF VAPOR RETARDER

- A. Self-Adhering-Sheet Vapor Retarder: Prime substrate if required by manufacturer. Install self-adhering-sheet vapor retarder over area to receive vapor retarder, side and end lapping each sheet a minimum of **3-1/2 and 6 inches**, respectively.
  - 1. Extend vertically up parapet walls and projections to a minimum height equal to height of insulation and cover board.
  - 2. Seal laps by rolling.
- B. Built-Up Vapor Retarder: Install two glass-fiber felt plies lapping each felt **19 inches** over preceding felt.
  - 1. Extend vertically up parapet walls and projections to a minimum height equal to height of insulation and cover board.
  - 2. Embed each felt in a solid mopping of hot roofing asphalt.
  - 3. Glaze coat completed surface with hot roofing asphalt.
  - 4. Apply hot roofing asphalt within plus or minus **25 deg F** of equiviscous temperature.
- C. Completely seal vapor retarder at terminations, obstructions, and penetrations to prevent air movement into roofing system.

### 3.6 INSTALLATION OF INSULATION

- A. Coordinate installing roofing system components, so insulation is not exposed to precipitation or left exposed at end of workday.
- B. Comply with roofing system and insulation manufacturer's written instructions for installing roof insulation.
- C. Installation Over Wood and Wood Panel Decking:
  - 1. Mechanically fasten slip sheet to roof deck using mechanical fasteners specifically designed and sized for fastening slip sheet to wood decks.
    - a. Fasten slip sheet in accordance with requirements in SPRI's Directory of Roof Assemblies for specified Wind Uplift Load Capacity.
    - b. Fasten slip sheet to resist specified uplift pressure at corners, perimeter, and field of roof.
  - 2. Install base layer of insulation with end joints staggered not less than **12 inches** in adjacent rows.
    - a. Where installing composite and noncomposite insulation in two or more layers, install noncomposite board insulation for bottom layer and intermediate layers, if applicable, and install composite board insulation for top layer.
    - b. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
    - c. Make joints between adjacent insulation boards not more than **1/4 inch** in width.
    - d. At internal roof drains, slope insulation to create a square drain sump with each side equal to the diameter of the drain bowl plus **24 inches**.

- 1) Trim insulation so that water flow is unrestricted.
- e. Fill gaps exceeding **1/4 inch** with insulation.
- f. Cut and fit insulation within **1/4 inch** of nailers, projections, and penetrations.
- g. Loosely lay base layer of insulation units over substrate.
- h. Mechanically attach base layer of insulation and substrate board using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to wood decks.
  - 1) Fasten insulation in accordance with requirements in SPRI's Directory of Roof Assemblies for specified Wind Uplift Load Capacity.
  - 2) Fasten insulation to resist specified uplift pressure at corners, perimeter, and field of roof.
3. Install upper layers of insulation and tapered insulation with joints of each layer offset not less than **12 inches** from previous layer of insulation.
  - a. Staggered end joints within each layer not less than **24 inches** in adjacent rows.
  - b. Install with long joints continuous and with end joints staggered not less than **12 inches** in adjacent rows.
  - c. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
  - d. Make joints between adjacent insulation boards not more than **1/4 inch** in width.
  - e. At internal roof drains, slope insulation to create a square drain sump with each side equal to the diameter of the drain bowl plus **24 inches**.
    - 1) Trim insulation so that water flow is unrestricted.
  - f. Fill gaps exceeding **1/4 inch** with insulation.
  - g. Cut and fit insulation within **1/4 inch** of nailers, projections, and penetrations.
  - h. Adhere each layer of insulation to substrate using adhesive according SPRI's Directory of Roof Assemblies listed roof assembly requirements for specified Wind Uplift Load Capacity and FM Global Property Loss Prevention Data Sheet I-29, as follows:
    - 1) Set each layer of insulation in a solid mopping of hot roofing asphalt, applied within plus or minus **25 deg F** of equiviscous temperature.
    - 2) Set each layer of insulation in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place.
    - 3) Set each layer of insulation in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.

### 3.7 INSTALLATION OF COVER BOARDS

- A. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of **6 inches** in each direction.
  1. Trim cover board neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
  2. At internal roof drains, conform to slope of drain sump.
    - a. Trim cover board so that water flow is unrestricted.
  3. Cut and fit cover board tight to nailers, projections, and penetrations.

4. Adhere cover board to substrate using adhesive in accordance with SPRI's Directory of Roof Assemblies listed roof assembly requirements for specified Wind Uplift Load Capacity and FM Global Property Loss Prevention Data Sheet I-29, as follows:
  - a. Set cover board in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.

- B. Install slip sheet over cover board and immediately beneath roofing.

### **3.8 INSTALLATION OF SELF-ADHERING ROOF MEMBRANE**

- A. Adhere roof membrane over area to receive roofing in accordance with roofing system manufacturer's written instructions.
- B. Unroll roof membrane and allow to relax before installing.
- C. Start installation of roofing in presence of roofing system manufacturer's technical personnel and Owner's testing and inspection agency.
- D. Accurately align roof membrane and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- E. Fold roof membrane to expose half of sheet width's bottom surface.
  1. Remove release liner on exposed half of sheet.
  2. Roll roof membrane over substrate while avoiding wrinkles.
- F. Fold remaining half of roof membrane to expose bottom surface.
  1. Remove release liner on exposed half of sheet.
  2. Roll roof membrane over substrate while avoiding wrinkles.
- G. In addition to adhering, mechanically fasten roof membrane securely at terminations, penetrations, and perimeter of roofing.
- H. Apply roof membrane with side laps shingled with slope of roof deck where possible.
- I. Factory-Applied Seam Tape Installation: Clean and prime surface to receive tape.
  1. Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam installation.
  2. Apply lap sealant and seal exposed edges of roofing terminations.
- J. Repair tears, voids, and lapped seams in roof membrane that do not comply with requirements.
- K. Spread sealant or mastic bed over deck-drain flange at roof drains, and securely seal roof membrane in place with clamping ring.
- L. Adhere protection sheet over roof membrane at locations indicated.

### 3.9 INSTALLATION OF BASE FLASHING

- A. Install sheet flashings and preformed flashing accessories and adhere to substrates in accordance with roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean splice areas, apply splicing cement, and firmly roll side and end laps of overlapping sheets to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of sheet flashing terminations.
- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

### 3.10 INSTALLATION OF COATINGS

- A. Apply coatings to base flashings in accordance with manufacturer's written recommendations, by spray, roller, or other suitable application method.

### 3.11 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to inspect substrate conditions, surface preparation, roof membrane application, sheet flashings, protection, and drainage components, and to furnish reports to Architect.
- B. Perform the following tests:
  - I. Flood Testing: Flood test each roofing area for leaks, in accordance with recommendations in ASTM D5957, after completing roofing and flashing. Install temporary containment assemblies, plug or dam drains, and flood with potable water.
    - a. Perform tests before overlying construction is placed.
    - b. Flood to an average depth of 2-1/2 inches with a minimum depth of 1 inch and not exceeding a depth of 4 inches. Maintain 2 inches of clearance from top of base flashing.
    - c. Flood each area for 24 hours.
    - d. After flood testing, repair leaks, repeat flood tests, and make further repairs until roofing and flashing installations are watertight.
      - 1) Cost of retesting is Contractor's responsibility.
    - e. Testing agency to prepare survey report indicating locations initial leaks, if any, and final survey report.
- C. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion, in presence of Architect, and to prepare inspection report.

- D. Repair or remove and replace components of roofing system where inspections indicate that they do not comply with specified requirements.
- E. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

### 3.12 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing system, inspect roofing system for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and in accordance with warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

### 3.13 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS \_\_\_\_\_ of \_\_\_\_\_, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:
  - 1. Owner: SUNY Fredonia.
  - 2. Owner Address: 280 Central Ave, Fredonia, NY 14063.
  - 3. Building Name/Type: Lanford House.
  - 4. Building Address: 194 Central Ave, Fredonia, NY 14063.
  - 5. Area of Work: West side of building, roof above the library.
  - 6. Acceptance Date: \_\_\_\_\_.
  - 7. Warranty Period: \_\_\_\_\_.
  - 8. Expiration Date: \_\_\_\_\_.
- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period Roofing Installer will, at Roofing Installer's own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
  - a. lightning;
  - b. peak gust wind speed exceeding <Insert mph>;
  - c. fire;
  - d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
  - e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
  - f. vapor condensation on bottom of roofing; and
  - g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

1. Authorized Signature: \_\_\_\_\_.
2. Name: \_\_\_\_\_.

3. Title: \_\_\_\_\_.

END OF SECTION 075323



## SECTION 079200 - JOINT SEALANTS

### PART I - GENERAL

#### I.1 SUMMARY

- A. Section Includes:
  - 1. Silicone joint sealants.
  - 2. Mildew-resistant joint sealants.

#### I.2 ACTION SUBMITTALS

- A. Product Data:
  - 1. Joint-sealants.
  - 2. Joint sealant backing materials.
- B. Samples for Initial Selection: Manufacturer's standard color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Samples for Verification: For each type and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- wide joints formed between two 6-inch- long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

#### I.3 INFORMATIONAL SUBMITTALS

- A. Test and Evaluation Reports:
  - 1. Preconstruction Field-Adhesion-Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article.
- B. Sample warranties.

#### I.4 CLOSEOUT SUBMITTALS

- A. Warranty Documentation:
  - 1. Manufacturers' special warranties.
  - 2. Installer's special warranties.

## **I.5 FIELD CONDITIONS**

- A. Do not proceed with installation of joint sealants under the following conditions:
1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
  2. When joint substrates are wet.
  3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

## **I.6 WARRANTY**

- A. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
1. Warranty Period: Five years from date of Substantial Completion.
- B. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
  2. Disintegration of joint substrates from causes exceeding design specifications.
  3. Mechanical damage caused by individuals, tools, or other outside agents.
  4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

## **PART 2 - PRODUCTS**

### **2.1 JOINT SEALANTS, GENERAL**

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

### **2.2 SILICONE JOINT SEALANTS**

- A. Silicone, S, NS, 50, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 50, Use NT.

- I. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. GE Construction Sealants; Momentive Performance Materials Inc.
  - b. Pecora Corporation.
  - c. The Dow Chemical Company.

## 2.3 MILDEW-RESISTANT JOINT SEALANTS

- A. Mildew-Resistant Joint Sealants: Formulated for prolonged exposure to humidity with fungicide to prevent mold and mildew growth.
- B. Silicone, Mildew Resistant, Acid Curing, S, NS, 25, NT: Mildew-resistant, single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, acid-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 25, Use NT.
  - I. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. GE Construction Sealants; Momentive Performance Materials Inc.
    - b. Pecora Corporation.
    - c. The Dow Chemical Company.

## 2.4 JOINT-SEALANT BACKING

- A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
  - I. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Adfast.
    - b. Alcot Plastics Ltd.
    - c. Construction Foam Products; a division of Nomaco, Inc.
    - d. Master Builders Solutions.
- B. Cylindrical Sealant Backings: ASTM C1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

## 2.5 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
    - a. Concrete.
    - b. Masonry.
    - c. Unglazed surfaces of ceramic tile.
  - 3. Remove laitance and form-release agents from concrete.
  - 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
    - a. Metal.
    - b. Glass.
    - c. Glazed surfaces of ceramic tile.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### **3.3 INSTALLATION OF JOINT SEALANTS**

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of sealant backings.
  - 2. Do not stretch, twist, puncture, or tear sealant backings.
  - 3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses in each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Remove excess sealant from surfaces adjacent to joints.
  - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  - 3. Provide concave joint profile in accordance with Figure 8A in ASTM C1193 unless otherwise indicated.

### **3.4 CLEANING**

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

### 3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

### 3.6 JOINT-SEALANT SCHEDULE

- A. Exterior joints in vertical surfaces and horizontal nontraffic surfaces:
  - 1. Joint Locations:
    - a. Control and expansion joints in unit masonry.
    - b. Perimeter joints between materials listed above and frames of doors and windows.
    - c. Other joints as indicated on Drawings.
  - 2. Joint Sealant: Silicone, nonstaining, S, NS, 50, NT.
  - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- B. Mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces:
  - 1. Joint Locations:
    - a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
  - 2. Joint Sealant: Silicone, mildew resistant, acid curing, S, NS, 25, NT.
  - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

END OF SECTION 079200

## SECTION 081433 - STILE AND RAIL WOOD DOORS

### PART I - GENERAL

#### I.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.

#### I.2 SUMMARY

- A. Section Includes:
  - 1. Exterior stile and rail wood doors.
  - 2. Factory priming.
- B. Related Requirements:
  - 1. Section 087000 "Door Hardware" for hardware installed in stile and rail wood doors.
  - 2. Section 099113 "Exterior Painting" for field finishing stile and rail doors.

#### I.3 ACTION SUBMITTALS

- A. Product Data: For each type of product, including the following:
  - 1. Details of construction.
  - 2. Door frame construction.
  - 3. Factory-machining criteria.
  - 4. Factory-priming specifications.
- B. Shop Drawings: Indicate location, size, and hand of each door; elevation of each type of door; construction details not covered in Product Data, including those for stiles, rails, panels, and moldings (sticking); and other pertinent data, including the following:
  - 1. Door schedule indicating door and frame location, type, size, fire protection rating, and swing.
  - 2. Door elevations, dimensions and location of hardware, lite locations, and glazing thickness.
  - 3. Details of frame for each frame type, including dimensions and profile.
  - 4. Dimensions and locations of mortises and holes for hardware.
  - 5. Clearances and undercuts.
  - 6. Doors to be factory primed and application requirements.
  - 7. Apply AWI Quality Certification Program label to Shop Drawings.

**I.4 INFORMATIONAL SUBMITTALS**

- A. Sample Warranty: For special warranty.

**I.5 QUALITY ASSURANCE**

- A. Manufacturer's Certification: Licensed participant in AWI's Quality Certification Program.

**I.6 DELIVERY, STORAGE, AND HANDLING**

- A. Comply with requirements of referenced standard and manufacturer's written instructions.
- B. Package doors individually in opaque plastic bags or cardboard cartons.

**I.7 FIELD CONDITIONS**

- A. Environmental Limitations: Do not deliver or install doors until spaces are enclosed and weathertight, wet work in spaces is complete and dry, and HVAC system is operating and maintaining temperature and relative humidity levels designed for building occupants for the remainder of construction period.

**I.8 WARRANTY**

- A. Special Warranty: Manufacturer agrees to repair or replace doors and frames that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Delamination of veneer.
    - b. Warping (bow, cup, or twist) more than 1/4 inch in a 42-by-84-inch section.
    - c. Telegraphing of core construction in face veneers exceeding 0.01 inch in a 3-inch span.
  - 2. Warranty shall also include installation and finishing that may be required due to repair or replacement of defective doors and frames.
  - 3. Warranty shall be in effect during specified period of time from date of Substantial Completion.
  - 4. Warranty Period for Exterior Doors: Five years.

**PART 2 - PRODUCTS**

**2.1 MANUFACTURERS**

- A. Source Limitations: Obtain stile and rail wood doors from single manufacturer.



## 2.2 MATERIALS

- A. Use only materials that comply with referenced standards and other requirements specified.
  - 1. Assemble exterior doors, including components, with wet-use adhesives complying with ASTM D5572 for finger joints and with ASTM D5751 for joints other than finger joints.
- B. Panel Products: Any of the following unless otherwise indicated:
  - 1. Hardboard complying with ANSI A135.4.
  - 2. Veneer-core plywood.
  - 3. Solid hard wood.

## 2.3 EXTERIOR STILE AND RAIL WOOD DOORS

- A. Exterior Stile and Rail Wood Doors: Exterior custom doors complying with AWI, AWMAC, and WI's Architectural Woodwork Standards and with other requirements specified.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Karona by JELD-WEN.
    - b. Masonite Architectural- Graham-Maiman Series
    - c. VT Industries Inc.
    - d. Rochester Colonial
  - 2. Architectural Woodwork Standards Grade: Custom.
  - 3. Panel Designs: Indicated on Drawings. Do not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If modifications are proposed, submit comprehensive explanatory data to Architect for review.
  - 4. Finish: Opaque.
  - 5. Door Construction for Opaque Finish:
    - a. Stile and Rail Construction: Solid, hardwood construction
    - b. Flat-Panel Construction: Veneered, plywood panel product.
  - 6. Stile and Rail Widths: As indicated to match existing stile and rail doors.
  - 7. Flat-Panel Thickness: 1/2 inch.
  - 8. Mark, label, or otherwise identify stile and rail wood doors as complying with WDMA I.S. 6A and grade specified.

## 2.4 FACTORY PRIMING

- A. Doors for Opaque Finish: Shop prime faces, all four edges, edges of cutouts, and mortises with one coat of manufacturer's standard wood primer for exterior doors.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine doors and installed door frames, with Installer present, before hanging doors.
  - 1. Verify that installed frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with level heads and plumb jambs.
  - 2. Reject doors with defects.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. Hardware: For installation, see Section 087100 "Door Hardware."
- B. Install doors and frames to comply with manufacturer's written instructions and referenced quality standard, and as indicated.
- C. Job-Fitted Doors:
  - 1. Align and fit doors in frames with uniform clearances and bevels as indicated below.
    - a. Do not trim stiles and rails in excess of limits set by manufacturer or permitted for fire-rated doors.
  - 2. Machine doors for hardware.
  - 3. Seal edges of doors, edges of cutouts, and mortises after fitting and machining.
  - 4. Clearances:
    - a. Provide 1/8 inch at heads, jambs, and between pairs of doors.
    - b. Provide 3/8 inch from bottom of door to top of decorative floor finish or covering unless otherwise indicated on Drawings.
    - c. Where threshold is shown on Drawings or scheduled, provide 1/4 inch from bottom of door to top of threshold unless otherwise indicated.
  - 5. Bevel non-fire-rated doors 1/8 inch in 2 inches at lock and hinge edges.
- D. Factory-Fitted Doors: Align in frames for uniform clearance at each edge.

### 3.3 ADJUSTING

- A. Operation: Rehang or replace doors that do not swing or operate freely.
- B. Finished Doors: Replace doors that are damaged or do not comply with requirements. Doors may be repaired or refinished if Work complies with requirements and shows no evidence of repair or refinishing.

END OF SECTION 081433

**SECTION 085200 - WOOD WINDOWS**

**PART I - GENERAL**

**I.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.

**I.2 SUMMARY**

- A. Section includes aluminum-clad wood windows.

**I.3 PREINSTALLATION MEETINGS**

- A. Preinstallation Conference: Conduct conference at Project site.

**I.4 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, glazing and fabrication methods, dimensions of individual components and profiles, hardware, and finishes for wood windows.
- B. Shop Drawings: For wood windows.
  - 1. Include plans, elevations, sections, hardware, accessories, insect screens, operational clearances, and details of installation, including anchor, flashing, and sealant installation.
- C. Samples: For each exposed product and for each color specified, 2 by 4 inches in size.
- D. Samples for Verification: For wood windows and components required, prepared on Samples of size indicated below:
  - 1. Exposed Finishes: 2 by 4 inches.
  - 2. Exposed Hardware: Full-size units.

**I.5 INFORMATIONAL SUBMITTALS**

- A. Sample Warranties: For manufacturer's warranties.

## **I.6 WARRANTY**

- A. **Manufacturer's Warranty:** Manufacturer agrees to repair or replace wood windows that fail in materials or workmanship within specified warranty period.
  - I. Failures include, but are not limited to, the following:
    - a. Failure to meet performance requirements.
    - b. Structural failures including excessive deflection, water leakage, and air infiltration.
    - c. Faulty operation of movable sash and hardware.
    - d. Deterioration of materials and finishes beyond normal weathering.
    - e. Failure of insulating glass.
  - 2. **Warranty Period:**
    - a. Window: 10 years from date of Substantial Completion.
    - b. Glazing Units: 20 years from date of Substantial Completion.
    - c. Aluminum-Cladding Finish: 20 years from date of Substantial Completion.

## **PART 2 - PRODUCTS**

### **2.1 MANUFACTURERS**

- A. **Source Limitations:** Obtain wood windows from single source from single manufacturer.

### **2.2 WINDOW PERFORMANCE REQUIREMENTS**

- A. **Product Standard:** Comply with AAMA/WDMA/CSA 101/I.S.2/A440 for definitions and minimum standards of performance, materials, components, accessories, and fabrication unless more stringent requirements are indicated.
  - I. **Window Certification:** WDMA certified with label attached to each window.
- B. **Performance Class and Grade:** AAMA/WDMA/CSA 101/I.S.2/A440 as follows:
  - 1. Minimum Performance Class: LC.
  - 2. Minimum Performance Grade: 40.
- C. **Thermal Transmittance:** NFRC 100 maximum whole-window U-factor of 0.32 Btu/sq. ft. x h x deg F.

### **2.3 WOOD WINDOWS**

- A. **Aluminum-Clad Wood Windows:**
  - I. **Manufacturers:** Subject to compliance with requirements, undefined:
    - a. Basis of Design: Pella Corporation Pella Reserve Traditional Precision-Fit
    - b. JELD-WEN, Inc.
    - c. Kolbe Windows & Doors.
    - d. Marvin Windows and Doors.

- e. Weather Shield Mfg., Inc.
- B. Operating Types: Provide the following operating types in locations indicated on Drawings:
  - 1. Double hung.
  - 2. Fixed.
- C. Frames and Sashes: Fine-grained wood lumber complying with AAMA/WDMA/CSA 101/I.S.2/A440; kiln dried to a moisture content of not more than 12 percent at time of fabrication; free of visible finger joints, blue stain, knots, pitch pockets, and surface checks larger than 1/32 inch deep by 2 inches wide; water-repellent preservative treated.
  - 1. Exterior Finish: Aluminum-clad wood.
    - a. Aluminum Finish: Manufacturer's standard fluoropolymer two-coat system with fluoropolymer color topcoat containing not less than 70 percent PVDF resin by weight and complying with AAMA 2605.
    - b. Color: As selected by Architect from manufacturer's full range.
  - 2. Interior Paint Finish:
    - a. Color: As selected by Architect from manufacturer's full range.
- D. Insulating-Glass Units: ASTM E 2190.
  - 1. Glass: ASTM C 1036, Type I, Class I, q3.
    - a. Tint: Clear.
    - b. Kind: Fully tempered where indicated on Drawings.
  - 2. Lites: As indicated on Drawings, true divided lites.
  - 3. Filling: Fill space between glass lites with argon.
  - 4. Low-E Coating: Sputtered on third surface.
- E. Glazing System: Manufacturer's standard factory-glazing system that produces weathertight seal.
- F. Hardware, General: Provide manufacturer's standard hardware fabricated from aluminum, stainless steel, carbon steel complying with AAMA 907, or other corrosion-resistant material compatible with adjacent materials; designed to smoothly operate, tightly close, and securely lock windows, and sized to accommodate sash weight and dimensions.
  - 1. Exposed Hardware Color and Finish: As selected by Architect from manufacturer's full range.
- G. Weather Stripping: Provide full-perimeter weather stripping for each operable sash unless otherwise indicated.
- H. Fasteners: Noncorrosive and compatible with window members, trim, hardware, anchors, and other components.
  - 1. Exposed Fasteners: Do not use exposed fasteners to greatest extent possible. For application of hardware, use fasteners that match finish hardware being fastened.

## 2.4 ACCESSORIES

- A. Dividers (Muntins): Provide muntins in designs indicated for each sash lite.
  - 1. Quantity and Type: As indicated on Drawings, true divided lites.
  - 2. Material: Manufacturer's standard.
  - 3. Pattern: As indicated on Drawings.
  - 4. Profile: Match existing muntin profile
  - 5. Color: As selected by Architect from manufacturer's full range.

## 2.5 INSECT SCREENS

- A. General: Fabricate insect screens to integrate with window frame. Provide screen for each operable exterior sash. Screen wickets are not permitted.
  - 1. Type and Location: Full, inside for project-out; Full, outside for double-hung sashes.
- B. Aluminum Frames: Manufacturer's standard aluminum alloy complying with SMA 1004 or SMA 1201. Fabricate frames with mitered or coped joints or corner extrusions, concealed fasteners, and removable PVC spline/anchor concealing edge of frame.
  - 1. Tubular Framing Sections and Cross Braces: Roll formed from aluminum sheet.
  - 2. Finish for Interior Screens: Baked-on organic coating in color selected by Architect from manufacturer's full range.
  - 3. Finish for Exterior Screens: Matching color and finish of cladding.
- C. Glass-Fiber-Mesh Fabric: 18-by-16 mesh of 0.011-inch- diameter, PVC-coated glass fiber threads; woven and fused to form a fabric mesh resistant to corrosion, shrinkage, stretch, impact damage, and weather deterioration. Comply with ASTM D 3656/D3656 M.
  - 1. Wire-Fabric Finish: Charcoal gray; high transparency.

## 2.6 FABRICATION

- A. Fabricate wood windows in sizes indicated. Include a complete system for installing and anchoring windows.
- B. Glaze wood windows in the factory.
- C. Weather strip each operable sash to provide weathertight installation.
- D. Mullions: Provide mullions and cover plates, matching window units, complete with anchors for support to structure and installation of window units. Allow for erection tolerances and provide for movement of window units due to thermal expansion and building deflections. Provide mullions and cover plates capable of withstanding design wind loads of window units.

- E. Complete fabrication, assembly, finishing, hardware application, and other work in the factory to greatest extent possible. Disassemble components only as necessary for shipment and installation. Allow for scribing, trimming, and fitting at Project site.

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Examine openings, substrates, structural support, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Verify rough opening dimensions, levelness of sill plate, and operational clearances.
- C. Examine wall flashings, vapor retarders, water and weather barriers, and other built-in components to ensure weathertight window installation.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

#### **3.2 INSTALLATION**

- A. Comply with manufacturer's written instructions for installing windows, hardware, accessories, and other components. For installation procedures and requirements not addressed in manufacturer's written instructions, comply with installation requirements in ASTM E 2112.
- B. Install windows level, plumb, square, true to line, without distortion, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction to produce weathertight construction.

#### **3.3 ADJUSTING, CLEANING, AND PROTECTION**

- A. Adjust operating sashes and hardware for a tight fit at contact points and weather stripping for smooth operation and weathertight closure.
- B. Clean exposed surfaces immediately after installing windows. Remove excess sealants, glazing materials, dirt, and other substances.
  - I. Keep protective films and coverings in place until final cleaning.
- C. Remove and replace sashes if glass has been broken, chipped, cracked, abraded, or damaged during construction period.
- D. Protect window surfaces from contact with contaminating substances resulting from construction operations. If contaminating substances do contact window surfaces, remove contaminants immediately according to manufacturer's written instructions.

END OF SECTION 085200



## SECTION 087100 - DOOR HARDWARE

### PART I - GENERAL

#### I.1 RELATED DOCUMENTS

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

#### I.2 SUMMARY

- A. This Section includes commercial door hardware for the following:
  - 1. Swinging doors.
- B. Door hardware includes, but is not necessarily limited to, the following:
  - 1. Exterior garage door.
- C. Related Sections:
  - 1. Division 06 Section "Rough Carpentry".
  - 2. Division 06 Section "Finish Carpentry".
  - 3. Division 08 Section "Stile and Rail Wood Doors".
- D. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.
  - 1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
  - 2. ICC/IBC - International Building Code.
  - 3. NFPA 70 - National Electrical Code.
  - 4. NFPA 80 - Fire Doors and Windows.
  - 5. NFPA 101 - Life Safety Code.
  - 6. NFPA 105 - Installation of Smoke Door Assemblies.
  - 7. State Building Codes, Local Amendments.
- E. Standards: All hardware specified herein shall comply with the following industry standards as applicable. Any undated reference to a standard shall be interpreted as referring to the latest edition of that standard:
  - 1. ANSI/BHMA Certified Product Standards - A156 Series.
  - 2. UL10C - Positive Pressure Fire Tests of Door Assemblies.
  - 3. ANSI/UL 294 - Access Control System Units.
  - 4. UL 305 - Panic Hardware.

5. ANSI/UL 437- Key Locks.

### I.3 SUBMITTALS

- A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.
- B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
  1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."
  2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission.
  3. Content: Include the following information:
    - a. Type, style, function, size, label, hand, and finish of each door hardware item.
    - b. Manufacturer of each item.
    - c. Fastenings and other pertinent information.
    - d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
    - e. Explanation of abbreviations, symbols, and codes contained in schedule.
    - f. Mounting locations for door hardware.
    - g. Door and frame sizes and materials.
    - h. Warranty information for each product.
  4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.
- C. Keying Schedule: After a keying meeting with the owner has taken place prepare a separate keying schedule detailing final instructions. Submit the keying schedule in electronic format. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner must approve submitted keying schedule prior to the ordering of permanent cylinders/cores.
- D. Informational Submittals:

1. Product Test Reports: Indicating compliance with cycle testing requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified independent testing agency.
- E. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door hardware installation in quantity as required in Division 01, Closeout Procedures.

#### **I.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. Certified Products: Where specified, products must maintain a current listing in the Builders Hardware Manufacturers Association (BHMA) Certified Products Directory (CPD).
- C. Installer Qualifications: A minimum 3 years documented experience installing both standard and electrified door hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- D. Door Hardware Supplier Qualifications: Experienced commercial door hardware distributors with a minimum 5 years documented experience supplying both mechanical and electromechanical hardware installations comparable in material, design, and extent to that indicated for this Project. Supplier recognized as a factory direct distributor by the manufacturers of the primary materials with a warehousing facility in Project's vicinity. Supplier to have on staff a certified Architectural Hardware Consultant (AHC) available during the course of the Work to consult with Contractor, Architect, and Owner concerning both standard and electromechanical door hardware and keying.
- E. Source Limitations: Obtain each type and variety of door hardware specified in this section from a single source unless otherwise indicated.
  1. Electrified modifications or enhancements made to a source manufacturer's product line by a secondary or third party source will not be accepted.
- F. Each unit to bear third party permanent label demonstrating compliance with the referenced standards.
- G. Pre-Submittal Conference: Conduct coordination conference in compliance with requirements in Division 01 Section "Project Meetings" with attendance by representatives of Supplier(s), Installer(s), and Contractor(s) to review proper methods and the procedures for receiving, handling, and installing door hardware.
  1. Prior to installation of door hardware, conduct a project specific training meeting to instruct the installing contractors' personnel on the proper installation and adjustment of their respective products. Product training to be attended by installers of door

hardware (including electromechanical hardware) for aluminum, hollow metal and wood doors. Training will include the use of installation manuals, hardware schedules, templates and physical product samples as required.

2. Inspect and discuss electrical roughing-in, power supply connections, and other preparatory work performed by other trades.
3. Review sequence of operation narratives for each unique access controlled opening.
4. Review and finalize construction schedule and verify availability of materials.
5. Review the required inspecting, testing, commissioning, and demonstration procedures

- H. At completion of installation, provide written documentation that components were applied to manufacturer's instructions and recommendations and according to approved schedule.

#### **I.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".

#### **I.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: 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.

#### **I.7 WARRANTY**

- A. General Warranty: Reference Division 01, General Requirements. Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Warranty Period: Written warranty, executed by manufacturer(s), agreeing to repair or replace components of standard and electrified door hardware that fails in materials or

workmanship within specified warranty period after final acceptance by the Owner. Failures include, but are not limited to, the following:

1. Structural failures including excessive deflection, cracking, or breakage.
  2. Faulty operation of the hardware.
  3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
  4. Electrical component defects and failures within the systems operation.
- C. Standard Warranty Period: One year from date of Substantial Completion, unless otherwise indicated.
- D. Special Warranty Periods:
1. Ten years for mortise locks and latches.
  2. Twenty five years for manual overhead door closer bodies.

## **I.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. General: Provide door hardware for each door to comply with requirements in Door Hardware Sets and each referenced section that products are to be supplied under.
- B. Designations: Requirements for quantity, item, size, finish or color, grade, function, and other distinctive qualities of each type of door hardware are indicated in the Door Hardware Sets at the end of Part 3. Products are identified by using door hardware designations, as follows:
1. Named Manufacturer's Products: Product designation and manufacturer are listed for each door hardware type required for the purpose of establishing requirements. Manufacturers' names are abbreviated in the Door Hardware Schedule.
- C. Substitutions: Requests for substitution and product approval for inclusive mechanical and electromechanical door hardware in compliance with the specifications must be submitted in writing and in accordance with the procedures and time frames outlined in Division 01, Substitution Procedures. Approval of requests is at the discretion of the architect, owner, and their designated consultants.

## 2.2 HANGING DEVICES

- A. Hinges: ANSI/BHMA A156.1 certified butt hinges with number of hinge knuckles and other options as specified in the Door Hardware Sets.

1. Quantity: Provide the following hinge quantity:
  - a. Three Hinges: For doors with heights 61 to 90 inches.
  - b. Four Hinges: For doors with heights 91 to 120 inches.
2. Hinge Size: Provide the following, unless otherwise indicated, with hinge widths sized for door thickness and clearances required:
  - a. Widths up to 3'0": 4-1/2" standard or heavy weight as specified.
  - b. Sizes from 3'1" to 4'0": 5" standard or heavy weight as specified.
3. Hinge Weight and Base Material: Unless otherwise indicated, provide the following:
  - a. Exterior Doors: Heavy weight, non-ferrous, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate standard weight.
4. Hinge Options: Comply with the following:
  - a. Non-removable Pins: Provide set screw in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while door is closed; for the all out-swinging lockable doors.
5. Manufacturers:
  - a. Bommer Industries (BO).
  - b. Hager Companies (HA).
  - c. Pemko Products; ASSA ABLOY Architectural Door Accessories (PE).

## 2.3 CYLINDERS AND KEYING

- A. General: Cylinder manufacturer to have minimum (10) years experience designing secured master key systems and have on record a published security keying system policy.
- B. Source Limitations: Obtain each type of keyed cylinder and keys from the same source manufacturer as locksets and exit devices, unless otherwise indicated.
- C. Cylinder Types: Original manufacturer cylinders able to supply the following cylinder formats and types:
1. Threaded mortise cylinders with rings and cams to suit hardware application.
  2. Rim cylinders with back plate, flat-type vertical or horizontal tailpiece, and raised trim ring.
  3. Bored or cylindrical lock cylinders with tailpieces as required to suit locks.

4. Tubular deadlocks and other auxiliary locks.
  5. Mortise and rim cylinder collars to be solid and recessed to allow the cylinder face to be flush and be free spinning with matching finishes.
  6. Keyway: Match Facility Standard.
- D. Interchangeable Cores: Provide small format interchangeable cores as specified, core insert, removable by use of a special key; usable with other manufacturers' cylinders.
- E. Permanent Cores:
1. Permanent Cores to be keyed and installed by Campus.
  2. Deliver uncombined interchangeable cores to:
    - a. Ken Schmitz, Capital Project Manager, Facilities Planning.
- F. Key Quantity: Provide the following minimum number of keys:
1. Key Blanks per Permanent Core: Three (3).
  2. Construction Control Keys (where required): Two (2).
- G. Construction Keying: Provide temporary keyed construction cores.
- H. Key Registration List (Biting List):
1. Provide keying transcript list to Owner's representative in the proper format for importing into key control software.
  2. Provide transcript list in writing or electronic file as directed by the Owner.
  3. Furnish a list of opening numbers with locking devices, showing cylinder types and quantities required when cylinders or cores are to be owner furnished.

## 2.4 MECHANICAL LOCKS AND LATCHING DEVICES

- A. Mortise Locksets, Grade I (Heavy Duty): ANSI/BHMA A156.13, Series 1000, Operational Grade I Certified Products Directory (CPD) listed. Locksets are to be manufactured with a corrosion resistant steel case and be field-reversible for handing without disassembly of the lock body.
1. Manufacturers:
    - a. Corbin Russwin Hardware (RU) - ML2000 Series.
    - b. Sargent Manufacturing (SA) - 8200 Series.
    - c. Schlage (SC) - L9000 Series.

## 2.5 LOCK AND LATCH STRIKES

- A. Strikes: Provide manufacturer's standard strike with strike box for each latch or lock bolt, with curved lip extended to protect frame, finished to match door hardware set, unless otherwise indicated, and as follows:
1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
  2. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.
  3. Double-lipped strikes: For locks at double acting doors. Furnish with retractable stop for rescue hardware applications.
- B. Standards: Comply with the following:
1. Strikes for Mortise Locks and Latches: BHMA A156.13.
  2. Strikes for Bored Locks and Latches: BHMA A156.2.
  3. Strikes for Auxiliary Deadlocks: BHMA A156.36.
  4. Dustproof Strikes: BHMA A156.16.

## 2.6 ARCHITECTURAL TRIM

- A. Door Protective Trim
1. General: Door protective trim units to be of type and design as specified below or in the Hardware Sets.
  2. Size: Fabricate protection plates (kick, armor, or mop) not more than 2" less than door width (LDW) on stop side of single doors and 1" LDW on stop side of pairs of doors, and not more than 1" less than door width on pull side. Coordinate and provide proper width and height as required where conflicting hardware dictates. Height to be as specified in the Hardware Sets.
  3. Where plates are applied to fire rated doors with the top of the plate more than 16" above the bottom of the door, provide plates complying with NFPA 80. Consult manufacturer's catalog and template book for specific requirements for size and applications.
  4. Protection Plates: ANSI/BHMA A156.6 certified protection plates (kick, armor, or mop), fabricated from the following:
    - a. Brass or Bronze: 050-inch thick.
  5. Options and fasteners: Provide manufacturer's designated fastener type as specified in the Hardware Sets. Provide countersunk screw holes.
  6. Manufacturers:
    - a. Burns Manufacturing (BU).



- b. Rockwood Products; ASSA ABLOY Architectural Door Accessories (RO).
- c. Trimco (TC).

## 2.7 DOOR STOPS AND HOLDERS

- A. General: Door stops and holders to be of type and design as specified below or in the Hardware Sets.
- B. Door Stops and Bumpers: ANSI/BHMA A156.16, Grade I certified door stops and wall bumpers. Provide wall bumpers, either convex or concave types with anchorage as indicated, unless floor or other types of door stops are specified in Hardware Sets. Do not mount floor stops where they will impede traffic. Where floor or wall bumpers are not appropriate, provide overhead type stops and holders.
  - 1. Manufacturers:
    - a. Burns Manufacturing (BU).
    - b. Rockwood Products; ASSA ABLOY Architectural Door Accessories (RO).
    - c. Trimco (TC).

## 2.8 ARCHITECTURAL SEALS

- A. General: Thresholds, weatherstripping, and gasket seals to be of type and design as specified below or in the Hardware Sets. Provide continuous weatherstrip gasketing on exterior doors and provide smoke, light, or sound gasketing on interior doors where indicated. At exterior applications provide non-corrosive fasteners and elsewhere where indicated.
- B. Smoke Labeled Gasketing: Assemblies complying with NFPA 105 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for smoke control ratings indicated, based on testing according to UL 1784.
  - 1. Provide smoke labeled perimeter gasketing at all smoke labeled openings.
- C. Fire Labeled Gasketing: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to UL-10C.
  - 1. Provide intumescent seals as indicated to meet UL10C Standard for Positive Pressure Fire Tests of Door Assemblies, and NFPA 252, Standard Methods of Fire Tests of Door Assemblies.
- D. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strips are easily replaceable and readily available from stocks maintained by manufacturer.
- E. Manufacturers:
  - 1. National Guard Products (NG).

2. Pemko Products; ASSA ABLOY Architectural Door Accessories (PE).
3. Reese Enterprises, Inc. (RE).

## 2.9 FABRICATION

- A. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to manufacturers recognized installation standards for application intended.

## 2.10 FINISHES

- A. Standard: Designations used in the Hardware Sets and elsewhere indicate hardware finishes complying with ANSI/BHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.
- B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware
- C. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

## PART 3 - EXECUTION

### 3.1 DOOR HARDWARE SETS

- A. The 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.
  1. Quantities listed are for each pair of doors, or for each single door.
  2. The supplier is responsible for handling and sizing all products.
  3. Where multiple options for a piece of hardware are given in a single line item, the supplier shall provide the appropriate application for the opening.
  4. At existing openings with new hardware the supplier shall field inspect existing conditions prior to the submittal stage to verify the specified hardware will work as required. Provide alternate solutions and proposals as needed.

B. Manufacturer's Abbreviations:

1. MK - McKinney
2. SA - SARGENT
3. BE - Best
4. NO - Norton
5. RO - Rockwood
6. PE – Pemko
7. HA - Hager
7. OT - Other

**Hardware Sets**

**Set: 1.0**

Doors: G001, H001, H104

3 Hinge, Full Mortise	TA2314 4-1/2" x 4-1/2"	US4	MK
1 Lever Handle Set	72 8225 TENS	US4	SA
1 Uncombined Core	Compatible with Facility's Existing System	606	BE
2 Kick Plate	K1125 10" high CSK BEV	US4	RO
1 Door Stop	400 / 441H	US4	RO
1 Rain Guard	346G		PE
1 Gasketing	305BN		PE
1 Door Bottom Shoe		DBA	PE

END OF SECTION 087100

## SECTION 099113 - EXTERIOR PAINTING

### PART 1 - GENERAL

#### I.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.

#### I.2 SUMMARY

- A. Section Includes:
  - 1. Primers.
  - 2. Finish coatings.
- B. Related Requirements:
  - 1. Section 012340 "Alternates" for adjustments to the Project scope of work.
  - 2. Section 042000 "Unit Masonry" for brick veneer.

#### I.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include preparation requirements and application instructions.
  - 2. Indicate VOC content.
- B. Samples: For each type of topcoat product.

#### I.4 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
  - 1. Maintain containers in clean condition, free of foreign materials and residue.
  - 2. Remove rags and waste from storage areas daily.

#### I.5 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.

- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Source Limitations: Obtain each paint product from single source from single manufacturer.

### 2.2 PAINT PRODUCTS, GENERAL

- A. Material Compatibility:
  - 1. Provide materials for use within each paint system that are compatible with one another, and substrates indicated, under conditions of service and application as demonstrated by manufacturer based on testing and field experience.
  - 2. For each coat in a paint system, provide products recommended in writing by topcoat manufacturer for use in paint system and on substrate indicated.
- B. Colors: As selected by Architect from manufacturer's full range.

### 2.3 PRIMERS

- A. Exterior, Alkali-Resistant, Water-Based Primer: Water-based primer formulated for use on alkaline surfaces, such as exterior plaster, vertical concrete, and masonry.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by the following:
    - a. KEIM Mineral Coatings of America Inc.: Lime Remover.
    - b. Or, approved equal.
- B. Exterior, Latex, Low VOC for use on wood substrates.
  - 1. Maunufacturers: Subject to compliance with requirements, provide products by the following:
    - a. Behr Paints.
    - b. Benjamin Moore Company.
    - c. PPG.
    - d. Sherwin Williams.

## **2.4 FINISH COATINGS**

- A. Exterior Lime Paint, Low Sheen: Water-based, inorganic pigmented coating; formulated for alkali, mold, microbial, and water resistance and for use on exterior surfaces, such as masonry, portland cement plaster, concrete, and primed wood.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by the following:
    - a. KEIM Mineral Coatings of America Inc.; Soldalit.
    - b. Or approved equal.
  - 2. Gloss and Sheen Level: Manufacturer's standard low-sheen finish.
- B. Exterior Latex, Low Sheen: Low VOC latex for use on primed wood substrates:
  - 1. Manufacturers: Subject to compliance with requirements, provide products by the following:
    - a. Behr Paints.
    - b. Benjamin Moore Company.
    - c. PPG.
    - d. Sherwin Williams.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  - 1. Masonry (Clay and Concrete Masonry Units): 12 percent.
  - 2. Wood: 15 percent.
- C. Portland Cement Mortar/Clay Masonry Substrates: Verify that mortar is fully cured.

### **3.2 PREPARATION**

- A. Comply with manufacturer's written instructions applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

- I. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
  - I. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems specified in this Section.
- D. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.

### **3.3 INSTALLATION**

- A. Apply paints in accordance with manufacturer's written instructions.
  - I. Use applicators and techniques suited for paint and substrate indicated.
- B. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- C. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

### **3.4 CLEANING AND PROTECTION**

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
  - I. Do not clean equipment with free-draining water and prevent solvents, thinners, cleaners, and other contaminants from entering into waterways, sanitary and storm drain systems, and ground.
  - 2. Dispose of contaminants in accordance with requirements of authorities having jurisdiction.
  - 3. Allow empty paint cans to dry before disposal.
  - 4. Collect waste paint by type and deliver to recycling or collection facility.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### 3.5 EXTERIOR PAINTING SCHEDULE

#### A. Clay Masonry Substrates:

##### I. Water-Based, Lime Paint System:

- a. Prime Coat: KEIM Lime Remover.
- b. Base Coat: Exterior, alkali-resistant, water-based base coat; Romanit diluted 20% with Sinter Water or Romanit-Slurry-Additive.
- c. Topcoat: Exterior, water-based, finish coating, Romanit undiluted, matt finish.

#### B. Wood Substrates:

##### I. Latex over a Latex Primer System:

- a. Prime Coat: Primer, latex for exterior wood.
- b. Intermediate Coat: Latex, exterior matching topcoat.
- c. Topcoat: latex, Low Sheen (MPI Gloss Level 3-4)

END OF SECTION 099113



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 SUMMARY

- A. Section Includes:

- 1. Copper building wire.
- 2. Metal-clad cable, Type MC.
- 3. Connectors and splices.

- B. Related Requirements:

- 1. Section 260523 "Control-Voltage Electrical Power Cables" for control systems communications cables and Classes 1, 2, and 3 control cables.

1.3 DEFINITIONS

- A. RoHS: Restriction of Hazardous Substances.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.5 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

PART 2 - PRODUCTS

2.1 COPPER BUILDING WIRE

- A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.

- B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - 1. Cerro Wire LLC.
  - 2. General Cable Technologies Corporation.
  - 3. Okonite Company (The).
  - 4. Southwire Company.
- C. Standards:
  - 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
  - 2. RoHS compliant.
  - 3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
- D. Conductors: Copper, complying with ASTM B3 for bare annealed copper and with ASTM B8 for stranded conductors.
- E. Conductor Insulation:
  - 1. Type NM: Comply with UL 83 and UL 719.
  - 2. Type THHN and Type THWN-2: Comply with UL 83.
  - 3. Type THW and Type THW-2: Comply with NEMA WC-70/ICEA S-95-658 and UL 83.
  - 4.

## 2.2 METAL-CLAD CABLE, TYPE MC

- A. Description: A factory assembly of one or more current-carrying insulated conductors in an overall metallic sheath.
- B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - 1. General Cable Technologies Corporation.
  - 2. Okonite Company (The).
- C. Southwire Company
- D. Standards:
  - 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
  - 2. Comply with UL 1569.
  - 3. RoHS compliant.
  - 4. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

- E. Circuits:
  - 1. Single circuit and multicircuit with color-coded conductors.
- F. Conductors: Copper, complying with ASTM B3 for bare annealed copper and with ASTM B8 for stranded conductors.
- G. Ground Conductor: Insulated.
- H. Conductor Insulation:
  - 1. Type TFN/THHN/THWN-2: Comply with UL 83.
  - 2. Type XHHW-2: Comply with UL 44.
- I. Armor: Steel, interlocked.

## 2.3 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - 1. 3M Electrical Products.
  - 2. Hubbell Power Systems, Inc.
  - 3. O-Z/Gedney; a brand of Emerson Industrial Automation.
  - 4. Thomas & Betts Corporation; A Member of the ABB Group.
- C. Jacketed Cable Connectors: For steel and aluminum jacketed cables, zinc die-cast with set screws, designed to connect conductors specified in this Section.
- D. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.
  - 1. Material: Copper.
  - 2. Type: One or Two hole with standard barrels.
  - 3. Termination: Compression

## PART 3 - EXECUTION

### 3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders:
  - 1. Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

2. Copper for feeders smaller than No. 4 AWG; copper or aluminum for feeders No. 4 AWG and larger. Conductors shall be solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

B. Branch Circuits:

1. Copper. Solid for No. 12 AWG and smaller; stranded for No. 10 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Exposed Feeders: Type THHN/THWN-2, single conductors in raceway.
- B. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspace: Type THHN/THWN-2, single conductors in raceway.
- C. Exposed Branch Circuits, Including in Crawlspace: Type THHN/THWN-2, single conductors in raceway, Metal-clad cable, Type MC.
- D. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN/THWN-2, single conductors in raceway, Metal-clad cable, Type MC, Nonmetallic-sheathed cable, Type NM.

3.3 INSTALLATION, GENERAL

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. 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.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."
- G. Complete cable tray systems installation according to Section 260536 "Cable Trays for Electrical Systems" prior to installing conductors and cables.

### 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-486B.
- B. Make splices, terminations, 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 [6 inches (150 mm)] [12 inches (300 mm)] of slack.

### 3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

### 3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

### 3.7 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 078413 "Penetration Firestopping."

### 3.8 FIELD QUALITY CONTROL

- A. Administrant for Tests and Inspections:
  - 1. Administer and perform tests and inspections.
- B. 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 of the following visual and electrical tests:

- a. Inspect exposed sections of conductor and cable for physical damage and correct connection according to the single-line diagram.
  - b. Test bolted connections for high resistance using one of the following:
    - 1) A low-resistance ohmmeter.
    - 2) Calibrated torque wrench.
    - 3) Thermographic survey.
  - c. Inspect compression-applied connectors for correct cable match and indentation.
  - d. Inspect for correct identification.
  - e. Inspect cable jacket and condition.
  - f. Insulation-resistance test on each conductor for ground and adjacent conductors. Apply a potential of 500-V dc for 300-V rated cable and 1000-V dc for 600-V rated cable for a one-minute duration.
  - g. Continuity test on each conductor and cable.
  - h. Uniform resistance of parallel conductors.
3. Initial Infrared Scanning: After Substantial Completion, but before Final Acceptance, perform an infrared scan of each splice in conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner. Correct deficiencies determined during the scan.
    - a. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
    - b. Record of Infrared Scanning: Prepare a certified report that identifies switches checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.
  4. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each switch 11 months after date of Substantial Completion.
- C. Cables will be considered defective if they do not pass tests and inspections.
- D. Prepare test and inspection reports to record the following:
1. Procedures used.
  2. Results that comply with requirements.
  3. Results that do not comply with requirements, and corrective action taken to achieve compliance with requirements.

END OF SECTION 260519

## SECTION 260523 - CONTROL-VOLTAGE ELECTRICAL POWER 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 SUMMARY

- A. Section Includes:
  - 1. Backboards.
  - 2. Low-voltage control cabling.
  - 3. Control-circuit conductors.
  - 4. Identification products.

#### 1.3 DEFINITIONS

- A. EMI: Electromagnetic interference.
- B. Low Voltage: As defined in NFPA 70 for circuits and equipment operating at less than 50 V or for remote-control and signaling power-limited circuits.
- C. Plenum: A space forming part of the air distribution system to which one or more air ducts are connected. An air duct is a passageway, other than a plenum, for transporting air to or from heating, ventilating, or air-conditioning equipment.
- D. RCDD: Registered Communications Distribution Designer.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Source quality-control reports.
- B. Field quality-control reports.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. 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.
- B. Flame Travel and Smoke Density in Plenums: As determined by testing identical products according to NFPA 262, by a qualified testing agency. Identify products for installation in plenums with appropriate markings of applicable testing agency.
  - 1. Flame Travel Distance: 60 inches (1520 mm) or less.
  - 2. Peak Optical Smoke Density: 0.5 or less.
  - 3. Average Optical Smoke Density: 0.15 or less.
- C. Flame Travel and Smoke Density for Riser Cables in Non-Plenum Building Spaces: As determined by testing identical products according to UL 1666.
- D. Flame Travel and Smoke Density for Cables in Non-Riser Applications and Non-Plenum Building Spaces: As determined by testing identical products according to UL 1685.
- E. RoHS compliant.

### 2.2 BACKBOARDS

- A. Description: Plywood, fire-retardant treated, 3/4 by 48 by 96 inches. Comply with requirements for plywood backing panels in Section 061000 "Rough Carpentry."
  - 1. Painting: Paint plywood on all sides and edges with flat black latex paint. Comply with requirements in Section 099123 "Interior Painting."

### 2.3 LOW-VOLTAGE CONTROL CABLE

- A. Paired Cable: NFPA 70, Type CMG.
  - 1. Multi-pair, twisted, No. 16 AWG, stranded (19x29) tinned-copper conductors.
  - 2. PVC insulation.
  - 3. Unshielded.
  - 4. PVC jacket.
  - 5. Flame Resistance: Comply with UL 1685

### 2.4 CONTROL-CIRCUIT CONDUCTORS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:



1. Encore Wire Corporation.
  2. General Cable; General Cable Corporation.
  3. Service Wire Co.
  4. Southwire Company.
- B. Class 1 Control Circuits: Stranded copper, Type THHN/THWN-2, complying with UL 83 in raceway.
- C. Class 2 Control Circuits: Stranded copper, Type THHN/THWN-2, complying with UL 83 in raceway.
- D. Class 3 Remote-Control and Signal Circuits: Stranded copper, Type THHN/THWN-2, complying with UL 83 in raceway.
- E. Class 2 Control Circuits and Class 3 Remote-Control and Signal Circuits That Supply Critical Circuits: Circuit Integrity (CI) cable.
1. Smoke control signaling and control circuits.

## 2.5 SOURCE QUALITY CONTROL

- A. Factory test twisted pair cables according to TIA-568-C.2.
- B. Cable will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Test cables on receipt at Project site.
  1. Test each pair of twisted pair cable for open and short circuits.

### 3.2 INSTALLATION OF RACEWAYS AND BOXES

- A. Comply with requirements in Section 260533 "Raceways and Boxes for Electrical Systems" for raceway selection and installation requirements for boxes, conduits, and wireways as supplemented or modified in this Section.
  1. Outlet boxes shall be no smaller than 2 inches (50 mm) wide, 3 inches (75 mm) high, and 2-1/2 inches (64 mm) deep.
  2. Outlet boxes for cables shall be no smaller than 4 inches (102 mm) square by 1-1/2 inches (38 mm) deep with extension ring sized to bring edge of ring to within 1/8 inch (3.1 mm) of the finished wall surface.
  3. Flexible metal conduit shall not be used.

- B. Comply with TIA-569-D for pull-box sizing and length of conduit and number of bends between pull points.
- C. Install manufactured conduit sweeps and long-radius elbows if possible.
- D. Backboards: Install backboards with 96-inch (2440-mm) dimension vertical. Butt adjacent sheets tightly and form smooth gap-free corners and joints.

### 3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Comply with NECA 1.
- B. General Requirements for Cabling:
  - 1. Comply with TIA-568-C Series of standards.
  - 2. Comply with BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems."
  - 3. Terminate all conductors; no cable shall contain unterminated elements. Make terminations only at indicated outlets, terminals, and cross-connect and patch panels.
  - 4. Cables may not be spliced and shall be continuous from terminal to terminal. Do not splice cable between termination, tap, or junction points.
  - 5. Cables serving a common system may be grouped in a common raceway. Install network cabling and control wiring and cable in separate raceway from power wiring. Do not group conductors from different systems or different voltages.
  - 6. Secure and support cables at intervals not exceeding 30 inches (760 mm) and not more than 6 inches (150 mm) from cabinets, boxes, fittings, outlets, racks, frames, and terminals.
  - 7. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems." Install lacing bars and distribution spools.
  - 8. Do not install bruised, kinked, scored, deformed, or abraded cable. Remove and discard cable if damaged during installation and replace it with new cable.
  - 9. Cold-Weather Installation: Bring cable to room temperature before dereeling. Do not use heat lamps for heating.
  - 10. Pulling Cable: Comply with BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems." Monitor cable pull tensions.
  - 11. Support: Do not allow cables to lie on removable ceiling tiles.
  - 12. Secure: Fasten securely in place with hardware specifically designed and installed so as to not damage cables.
  - 13. Provide strain relief.
  - 14. Keep runs short. Allow extra length for connecting to terminals. Do not bend cables in a radius less than 10 times the cable OD. Use sleeves or grommets to protect cables from vibration at points where they pass around sharp corners and through penetrations.
  - 15. Ground wire shall be copper, and grounding methods shall comply with IEEE C2. Demonstrate ground resistance.
- C. Balanced Twisted Pair Cable Installation:
  - 1. Comply with TIA-568-C.2.

2. Install termination hardware as specified in Section 271513 "Communications Copper Horizontal Cabling" unless otherwise indicated.
3. Do not untwist balanced twisted pair cables more than 1/2 inch (12 mm) at the point of termination to maintain cable geometry.

D. Installation of Control-Circuit Conductors:

1. Install wiring in raceways.
2. Use insulated spade lugs for wire and cable connection to screw terminals.
3. Comply with requirements specified in Section 260533 "Raceways and Boxes for Electrical Systems."

E. Open-Cable Installation:

1. Install cabling with horizontal and vertical cable guides in telecommunications spaces with terminating hardware and interconnection equipment.
2. Suspend copper cable not in a wireway or pathway a minimum of 8 inches (200 mm) above ceilings by cable supports not more than 30 inches (760 mm) apart.
3. Cable shall not be run through or on structural members or in contact with pipes, ducts, or other potentially damaging items. Do not run cables between structural members and corrugated panels.

F. Separation from EMI Sources:

1. Comply with BICSI TDMM and TIA-569-D recommendations for separating unshielded copper voice and data communications cable from potential EMI sources including electrical power lines and equipment.
2. Separation between open communications cables or cables in nonmetallic raceways and unshielded power conductors and electrical equipment shall be as follows:
  - a. Electrical Equipment or Circuit Rating Less Than 2 kVA: A minimum of 5 inches (127 mm).
  - b. Electrical Equipment or Circuit Rating between 2 and 5 kVA: A minimum of 12 inches (305 mm).
  - c. Electrical Equipment or Circuit Rating More Than 5 kVA: A minimum of 24 inches (600 mm).
3. Separation between communications cables in grounded metallic raceways and unshielded power lines or electrical equipment shall be as follows:
  - a. Electrical Equipment or Circuit Rating Less Than 2 kVA: A minimum of 2-1/2 inches (64 mm).
  - b. Electrical Equipment or Circuit Rating between 2 and 5 kVA: A minimum of 6 inches (150 mm).
  - c. Electrical Equipment or Circuit Rating More Than 5 kVA: A minimum of 12 inches (305 mm).

4. Separation between communications cables in grounded metallic raceways and power lines and electrical equipment located in grounded metallic conduits or enclosures shall be as follows:
  - a. Electrical Equipment or Circuit Rating Less Than 2 kVA: No requirement.
  - b. Electrical Equipment or Circuit Rating between 2 and 5 kVA: A minimum of 3 inches (75 mm).
  - c. Electrical Equipment or Circuit Rating More Than 5 kVA: A minimum of 6 inches (150 mm).
5. Separation between Communications Cables and Electrical Motors and Transformers, 5 kVA or 5 HP and Larger: A minimum of 48 inches (1200 mm).
6. Separation between Communications Cables and Fluorescent Fixtures: A minimum of 5 inches (127 mm).

### 3.4 REMOVAL OF CONDUCTORS AND CABLES

- A. Remove abandoned conductors and cables. Abandoned conductors and cables are those installed that are not terminated at equipment and are not identified with a tag for future use. All knob and tube cabling on premises to be removed.

### 3.5 CONTROL-CIRCUIT CONDUCTORS

- A. Minimum Conductor Sizes:
  1. Class 1 remote-control and signal circuits; No 14 AWG.
  2. Class 2 low-energy, remote-control, and signal circuits; No. 16 AWG.
  3. Class 3 low-energy, remote-control, alarm, and signal circuits; No 12 AWG.

### 3.6 FIRESTOPPING

- A. Comply with requirements in Section 078413 "Penetration Firestopping."
- B. Comply with TIA-569-D, Annex A, "Firestopping."
- C. Comply with BICSI TDMM, "Firestopping" Chapter.

### 3.7 GROUNDING

- A. For data communication wiring, comply with TIA-607-B and with BICSI TDMM, "Bonding and Grounding (Earthing)" Chapter.
- B. For low-voltage control wiring and cabling, comply with requirements in Section 260526 "Grounding and Bonding for Electrical Systems."

3.8 IDENTIFICATION

- A. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- B. Identify data and communications system components, wiring, and cabling according to TIA-606-B; label printers shall use label stocks, laminating adhesives, and inks complying with UL 969.
- C. Identify each wire on each end and at each terminal with a number-coded identification tag. Each wire shall have a unique tag.

3.9 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections:
  - 1. Visually inspect cable jacket materials for UL or third-party certification markings. Inspect cabling terminations to confirm color-coding for pin assignments, and inspect cabling connections to confirm compliance with TIA-568-C.1.
  - 2. Visually inspect cable placement, cable termination, grounding and bonding, equipment and patch cords, and labeling of all components.
  - 3. Test cabling for direct-current loop resistance, shorts, opens, intermittent faults, and polarity between conductors. Test operation of shorting bars in connection blocks. Test cables after termination, but not after cross-connection.
    - a. Test instruments shall meet or exceed applicable requirements in TIA-568-C.2. Perform tests with a tester that complies with performance requirements in its "Test Instruments (Normative)" Annex, complying with measurement accuracy specified in its "Measurement Accuracy (Informative)" Annex. Use only test cords and adapters that are qualified by test equipment manufacturer for channel or link test configuration.
- C. Document data for each measurement. Print data for submittals in a summary report that is formatted using Table 10.1 in BICSI TDMM as a guide, or transfer the data from the instrument to the computer, save as text files, print, and submit.
- D. End-to-end cabling will be considered defective if it does not pass tests and inspections.
- E. Prepare test and inspection reports.

END OF SECTION 260523

## 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 SUMMARY

- A. Section includes grounding and bonding systems and equipment.
- B. Section includes grounding and bonding systems and equipment, plus the following special applications:
  - 1. Underground distribution grounding.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For grounding to include in emergency, operation, and maintenance manuals.

### PART 2 - PRODUCTS

#### 2.1 SYSTEM DESCRIPTION

- A. 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.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

#### 2.2 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Burndy; Part of Hubbell Electrical Systems.
2. ERICO; a brand of nVent.
3. ILSCO.
4. O-Z/Gedney; a brand of Emerson Industrial Automation

## 2.3 CONDUCTORS

- A. Insulated Conductors: Copper or tinned-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 (6 mm) 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 (41 mm) wide and 1/16 inch (1.6 mm) thick.
  7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.

## 2.4 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. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- C. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression exothermic-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.
- D. Bus-Bar Connectors: Compression type, copper or copper alloy, with two wire terminals.
- E. Cable-to-Cable Connectors: Compression type, copper or copper alloy.
- F. Conduit Hubs: Mechanical type, terminal with threaded hub.
- G. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with hex head bolt.
- H. Service Post Connectors: Mechanical type, bronze alloy terminal, in short- and long-stud lengths, capable of single and double conductor connections.
- I. Signal Reference Grid Clamp: Mechanical type, stamped-steel terminal with hex head screw.

- J. Straps: Solid copper, cast-bronze clamp. Rated for 600 A.
- K. Tower Ground Clamps: Mechanical type, copper or copper alloy, terminal [one] [two]-piece clamp.
- L. U-Bolt Clamps: Mechanical type, copper or copper alloy, terminal listed for direct burial.
- M. Water Pipe Clamps:
  - 1. Mechanical type, two pieces with zinc-plated bolts.
    - a. Material: Tin-plated aluminum alloy.
    - b. Listed for direct burial.
  - 2. U-bolt type with malleable-iron clamp and copper ground connector rated for direct burial.

## 2.5 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad; 3/4 inch by 10 feet (19 mm by 3 m).
- B. Ground Plates: 1/4 inch (6 mm) thick, hot-dip galvanized.

## PART 3 - EXECUTION

### 3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 10 AWG and smaller, and stranded conductors for No. 8 AWG and larger unless otherwise indicated.
- B. Underground Grounding Conductors: Install bare copper conductor, No. 2/0 AWG minimum.
  - 1. Bury at least 30 inches (750 mm) below grade.
  - 2. Duct-Bank Grounding Conductor: Bury 12 inches (300 mm) above duct bank when indicated as part of duct-bank installation.
- C. Grounding Conductors: Green-colored insulation with continuous yellow stripe.
- D. 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.



### 3.2 GROUNDING AT THE SERVICE

- A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

### 3.3 GROUNDING SEPARATELY DERIVED SYSTEMS

- A. Generator: Install grounding electrode(s) at the generator location. The electrode shall be connected to the equipment grounding conductor and to the frame of the generator.

### 3.4 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS

- A. Comply with IEEE C2 grounding requirements.

### 3.5 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. 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. Flexible raceway runs.
  - 6. metal-clad cable runs.

### 3.6 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 Rods: Drive rods until tops are 2 inches (50 mm) 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. Use exothermic welds for all below-grade connections.
  - 3. For grounding electrode system, install at least three 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.

- C. 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.
- D. 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 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.
- E. Bonding Interior Metal Ducts: Bond metal air ducts to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install [tinned] bonding jumper to bond across flexible duct connections to achieve continuity.
- F. Connections: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact are galvanically compatible.
  - 1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer in order of galvanic series.
  - 2. Make connections with clean, bare metal at points of contact.
  - 3. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
  - 4. Make aluminum-to-galvanized-steel connections with tin-plated copper jumpers and mechanical clamps.
  - 5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.

### 3.7 FIELD QUALITY CONTROL

- A. Perform tests and inspections.

**B. 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. Make tests at ground rods before any conductors are connected.
  - a. Measure ground resistance no fewer than two 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.

**C. Grounding system will be considered defective if it does not pass tests and inspections.**

**D. Prepare test and inspection reports.**

**E. 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: 5 ohms.
3. Power and Lighting Equipment or System with Capacity More Than 1000 kVA: 3 ohms.
4. Panelboards : 3 ohm(s).

**F. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.**

END OF SECTION 260526

## SECTION 260529 - HANGERS 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 SUMMARY

- A. Section Includes:

1. Steel slotted support systems.
2. Conduit and cable support devices.
3. Support for conductors in vertical conduit.
4. Structural steel for fabricated supports and restraints.
5. Mounting, anchoring, and attachment components, including powder-actuated fasteners, mechanical expansion anchors, concrete inserts, clamps, through bolts, toggle bolts, and hanger rods.
6. Fabricated metal equipment support assemblies.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

### PART 2 - PRODUCTS

#### 2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Preformed steel channels and angles with minimum 13/32-inch- (10-mm-) diameter holes at a maximum of 8 inches (200 mm) o.c. in at least one surface.
  1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Allied Tube & Conduit; a part of Atkore International.
    - b. B-line, an Eaton business.
    - c. Thomas & Betts Corporation; A Member of the ABB Group.
    - d. Unistrut; Part of Atkore International.
  2. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
  3. Material for Channel, Fittings, and Accessories: Galvanized steel.

4. Channel Width: 1-5/8 inches (41.25 mm).
  5. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
- B. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- C. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for nonarmored 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 made of malleable iron.
- D. Structural Steel for Fabricated Supports and Restraints: ASTM A36/A36M steel plates, shapes, and bars; black and galvanized.
- E. 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 of the following:
      - 1) Hilti, Inc.
      - 2) ITW Ramset/Red Head; Illinois Tool Works, Inc.
      - 3) MKT Fastening, LLC.
      - 4) Simpson Strong-Tie Co., Inc.
  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 where used.
    - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      - 1) B-line, an Eaton business.
      - 2) Hilti, Inc.
      - 3) ITW Ramset/Red Head; Illinois Tool Works, Inc.
      - 4) MKT Fastening, LLC.
  3. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.
  4. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
  5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM F3125/F3125M, Grade A325 (Grade A325M).

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 055000 "Metal Fabrications" for steel shapes and plates.

## PART 3 - EXECUTION

### 3.1 APPLICATION

- A. Comply with the following standards for application and installation requirements of hangers and supports, except where requirements on Drawings or in this Section are stricter:
  1. NECA 1.
  2. NECA 101
  3. NECA 102.
  4. NECA 105.
  5. NECA 111.
- B. Comply with requirements in Section 078400 "Penetration Firestopping" for firestopping materials and installation for penetrations through fire-rated walls, ceilings, and assemblies.
- C. Comply with requirements for raceways and boxes specified in Section 260533 "Raceways and Boxes for Electrical Systems."
- D. Maximum Support Spacing and Minimum Hanger Rod Size for Raceways: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch (6 mm) in diameter.
- E. 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 two-bolt conduit clamps.
- F. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch (38-mm) 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 may be supported by openings through structure members, according to 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 (90 kg).
- 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 4 inches (100 mm) thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches (100 mm) thick.
  - 6. To Steel: Beam clamps (MSS SP-58, 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 comply with anchorage requirements.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

### 3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Comply with installation requirements in Section 055000 "Metal Fabrications" 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/D1.1M.

### 3.4 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated, but not less than 4 inches (100 mm) larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.
- B. Use 3000-psi (20.7-MPa), 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements are specified in Section 033000 "Cast-in-Place Concrete."
- C. Anchor equipment to concrete base as follows:
  - 1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  - 2. Install anchor bolts to elevations required for proper attachment to supported equipment.
  - 3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

### 3.5 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 (0.05 mm).
- B. Touchup: Comply with requirements in Section 099123 "Interior Painting" 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 260529



## SECTION 260533 - RACEWAYS 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 SUMMARY

- A. Section Includes:

- 1. Metal conduits and fittings.
  - 2. Nonmetallic conduits and fittings.
  - 3. Surface raceways.
  - 4. Boxes, enclosures, and cabinets.

- B. Related Requirements:

- 1. Section 078413 "Penetration Firestopping" for firestopping at conduit and box entrances.
  - 2. Section 260543 "Underground Ducts and Raceways for Electrical Systems" for exterior ductbanks, manholes, and underground utility construction.

#### 1.3 DEFINITIONS

- A. GRC: Galvanized rigid steel conduit.
- B. IMC: Intermediate metal conduit.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

### PART 2 - PRODUCTS

#### 2.1 METAL CONDUITS AND FITTINGS

- A. Metal Conduit:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - a. Allied Tube & Conduit; a part of Atkore International.
  - b. O-Z/Gedney; a brand of Emerson Industrial Automation.
  - c. Thomas & Betts Corporation; A Member of the ABB Group.
  - d. Wheatland Tube Company.
2. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
3. GRC: Comply with ANSI C80.1 and UL 6.
4. EMT: Comply with ANSI C80.3 and UL 797.
5. FMC: Comply with UL 1; zinc-coated steel.
6. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.

**B. Metal Fittings:**

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - a. Allied Tube & Conduit; a part of Atkore International.
  - b. Thomas & Betts Corporation; A Member of the ABB Group.
  - c. Wheatland Tube Company.
2. Comply with NEMA FB 1 and UL 514B.
3. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
4. Fittings, General: Listed and labeled for type of conduit, location, and use.
5. Fittings for EMT:
  - a. Material: die cast.

**C. Type: Setscrew.**

**2.2 NONMETALLIC CONDUITS AND FITTINGS**

**A. Nonmetallic Conduit:**

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - a. Anamet Electrical, Inc (Anaconda Sealtite).
  - b. Atkore International (AFC Cable Systems).
  - c. Cantex Inc.

- d. CertainTeed Corporation.
    - e. Raco Taymac Bell; Hubbell Incorporated, Commercial and Industrial.
  - 2. Listing and Labeling: Nonmetallic conduit shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
  - 3. RNC: Type EPC-80-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.
  - 4. LFNC: Comply with UL 1660.
- B. Nonmetallic Fittings:
- 1. Manufacturers: Subject to compliance with requirements, [provide products by the following] [provide products by one of the following] [available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following]:
    - a. Anamet Electrical, Inc (Anaconda Sealtite).
    - b. Atkore International (AFC Cable Systems).
    - c. Cantex Inc.
    - d. Raco Taymac Bell; Hubbell Incorporated, Commercial and Industrial.
  - 2. Fittings, General: Listed and labeled for type of conduit, location, and use.
  - 3. Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
    - a. Fittings for LFNC: Comply with UL 514B.
  - 4. Solvents and Adhesives: As recommended by conduit manufacturer.
  - 5. <Double click to insert sustainable design text for low emitting adhesives.>
  - 6.

## 2.3 SURFACE RACEWAYS

- A. Listing and Labeling: Surface raceways shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Surface Metal Raceways: Galvanized steel with snap-on covers complying with UL 5. Manufacturer's standard enamel finish in color selected by Architect.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Hubbell Incorporated; Wiring Device-Kellems.
    - b. MonoSystems, Inc.
    - c. Panduit Corp.
    - d. Wiremold / Legrand.

## 2.4 BOXES, ENCLOSURES, AND CABINETS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Crouse-Hinds, an Eaton business.
  - 2. Hoffman; a brand of nVent.
  - 3. Hubbell Incorporated.
  - 4. Thomas & Betts Corporation; A Member of the ABB Group.
- B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- D. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.
- E. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb (23 kg). Outlet boxes designed for attachment of luminaires weighing more than 50 lb (23 kg) shall be listed and marked for the maximum allowable weight.
- F. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- G. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
- H. Device Box Dimensions: 4 inches square by 2-1/8 inches deep (100 mm square by 60 mm deep).
- I. Gangable boxes are allowed.
- J. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1, Type 3R and Type 12 with continuous-hinge cover with flush latch unless otherwise indicated.
  - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
  - 2. Nonmetallic Enclosures: Fiberglass.
  - 3. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.

## PART 3 - EXECUTION

### 3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
  - 1. Exposed Conduit: GRC.

2. Concealed Conduit, Aboveground: EMT.
3. Underground Conduit: RNC, Type EPC-80-PVC.
4. Connection to Vibrating Equipment : LFMC.
5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.

**B. Indoors: Apply raceway products as specified below unless otherwise indicated:**

1. Exposed, Not Subject to Physical Damage: EMT.
2. Exposed, Not Subject to Severe Physical Damage: EMT.
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: GRC.
6. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 nonmetallic in institutional and commercial kitchens and damp or wet locations.

**C. Minimum Raceway Size: 1/2-inch (16-mm) 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. Comply with NEMA FB 2.10.
2. EMT: Use setscrew fittings. Comply with NEMA FB 2.10.
3. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.

**E. Install surface raceways only where indicated on Drawings.**

**F. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F (49 deg C).**

### **3.2 INSTALLATION**

- A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- B. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- C. Do not fasten conduits onto the bottom side of a metal deck roof.
- D. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- E. Complete raceway installation before starting conductor installation.

- F. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- G. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches (300 mm) of changes in direction.
- H. Make bends in raceway using large-radius preformed ells. Field bending shall be according to NFPA 70 minimum radii requirements. Use only equipment specifically designed for material and size involved.
- I. Conceal conduit within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- J. Support conduit within 12 inches (300 mm) of enclosures to which attached.
- K. Stub-Ups to Above Recessed Ceilings:
  - 1. Use EMT or RMC for raceways.
  - 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- L. 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.
- M. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- N. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch (35mm) trade size and insulated throat metal bushings on 1-1/2-inch (41-mm) trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- O. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- P. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- Q. Cut conduit perpendicular to the length. For conduits 2-inch (53-mm) trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- R. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- S. Surface Raceways:

1. Install surface raceway with a minimum 2-inch (50-mm) radius control at bend points.
  2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches (1200 mm) and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.
- T. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
  2. Where an underground service raceway enters a building or structure.
  3. Conduit extending from interior to exterior of building.
  4. Where otherwise required by NFPA 70.
- U. Comply with manufacturer's written instructions for solvent welding RNC and fittings.
- V. Expansion-Joint Fittings:
1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F (17 deg C) and that has straight-run length that exceeds 25 feet (7.6 m). Install in each run of aboveground RMC and EMT conduit that is located where environmental temperature change may exceed 100 deg F (55 deg C) and that has straight-run length that exceeds 100 feet (30 m).
  2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
    - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F (70 deg C) temperature change.
    - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F (86 deg C) temperature change.
    - c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F (70 deg C) temperature change.
    - d. Attics: 135 deg F (75 deg C) temperature change.
  3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F (0.06 mm per meter of length of straight run per deg C) of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F (0.0115 mm per meter of length of straight run per deg C) of temperature change for metal conduits.
  4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
  5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.

- W. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches (1830 mm) of flexible conduit for recessed and semirecessed luminaires, equipment subject to vibration, noise transmission, or movement; and for motors.
  - 1. Use LFMC in damp or wet locations subject to severe physical damage.
  - 2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.
- X. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
- Y. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- Z. Locate boxes so that cover or plate will not span different building finishes.
- AA. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- BB. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

### 3.3 INSTALLATION OF UNDERGROUND CONDUIT

#### A. Direct-Buried Conduit:

- 1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom as specified in Section 312000 "Earth Moving" for pipe less than 6 inches (150 mm) in nominal diameter.
- 2. Install backfill as specified in Section 312000 "Earth Moving."
- 3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches (300 mm) of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified in Section 312000 "Earth Moving."
- 4. Install manufactured duct elbows for stub-ups at poles and equipment and at building entrances through floor unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.
- 5. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor.
  - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches (75 mm) of concrete for a minimum of 12 inches (300 mm) on each side of the coupling.
  - b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of



60 inches (1500 mm) from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.

6. Underground Warning Tape: Comply with requirements in Section 260553 "Identification for Electrical Systems."

### 3.4 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

### 3.5 FIRESTOPPING

- A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

### 3.6 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
  1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
  2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

**SECTION 260544 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section Includes:
  - 1. Sleeves for raceway and cable penetration of non-fire-rated construction walls and floors.
  - 2. Grout.
  - 3. Silicone sealants.
- B. Related Requirements:
  - 1. Section 078400 "Penetration Firestopping" for penetration firestopping installed in fire-resistance-rated walls, horizontal assemblies, and smoke barriers, with and without penetrating items.

**1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product.

**PART 2 - PRODUCTS**

**2.1 SLEEVES**

- A. Wall Sleeves:
  - 1. Steel Pipe Sleeves: ASTM A53/A53M, Type E, Grade B, Schedule 40, zinc coated, plain ends.
- B. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies: Galvanized-steel sheet; 0.0239-inch (0.6-mm) minimum thickness; round tube closed with welded longitudinal joint, with tabs for screw-fastening the sleeve to the board.
- C. Sleeves for Rectangular Openings:

1. Material: Galvanized sheet steel.
2. Minimum Metal Thickness:
  - a. For sleeve cross-section rectangle perimeter less than 50 inches (1270 mm) and with no side larger than 16 inches, thickness shall be 0.052.
  - b. For sleeve cross-section rectangle perimeter 50 inches or more and one or more sides larger than 16 inches, thickness shall be 0.138 inch.

## 2.2 SLEEVE-SEAL SYSTEMS

- 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, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Advance Products & Systems, Inc.
    - b. Metraflex Company (The).
    - c. Pipeline Seal and Insulator, Inc.
  2. Sealing Elements: EPDM rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
  3. Pressure Plates: Carbon steel.
  4. Connecting Bolts and Nuts: Carbon steel, with corrosion-resistant coating, of length required to secure pressure plates to sealing elements.

## 2.3 GROUT

- A. Description: Nonshrink; recommended for interior and exterior sealing openings in non-fire-rated walls or floors.
- B. Standard: ASTM C1107/C1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.
- C. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.
- D. Packaging: Premixed and factory packaged.

## 2.4 SILICONE SEALANTS

- A. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below.
  1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces that are not fire rated.

- B. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.

### PART 3 - EXECUTION

#### 3.1 SLEEVE INSTALLATION FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS

- A. Comply with NECA 1.
- B. Comply with NEMA VE 2 for cable tray and cable penetrations.
- C. Sleeves for Conduits Penetrating Above-Grade Non-Fire-Rated Concrete and Masonry-Unit Walls:
  - 1. Interior Penetrations of Non-Fire-Rated Walls and Floors:
    - a. 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 079200 "Joint Sealants."
    - b. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect material while curing.
  - 2. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
  - 3. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and raceway or cable unless sleeve seal is to be installed or unless seismic criteria require different clearance.
  - 4. Install sleeves for wall penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of walls. Cut sleeves to length for mounting flush with both surfaces of walls. Deburr after cutting.
  - 5. Install sleeves for floor penetrations. Extend sleeves installed in floors 2 inches above finished floor level. Install sleeves during erection of floors.
- D. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies:
  - 1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.
- E. Seal space outside of sleeves with approved joint compound for gypsum board assemblies.

END OF SECTION 260544

## 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.
- B.

#### 1.2 SUMMARY

#### 1.3

- A. Section Includes:
    - 1. Color and legend requirements for raceways, conductors, and warning labels and signs.
    - 2. Labels.
    - 3. Tapes and stencils.
    - 4. Tags.
    - 5. Cable ties.
    - 6. Paint for identification.
    - 7. Fasteners for labels.
- #### 1.4 SUBMITTALS
- A. Product Data: For each type of product.
    - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for electrical identification products.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Comply with ASME A13.1.
- 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.
- F. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
  - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

#### 2.2 COLOR AND LEGEND REQUIREMENTS

- A. Raceways and Cables Carrying Circuits at 600 V or Less:
  - 1. Black letters on an orange field.
  - 2. Legend: Indicate voltage and system or service type.

- B. Color-Coding for Phase-and Voltage-Level Identification, 600 V or Less: Use colors listed below for ungrounded feeder conductors.
  - 1. Color shall be factory applied or field applied for sizes larger than No. 8 AWG if authorities having jurisdiction permit.
  - 2. Colors for 208/120-V Circuits:
    - a. Phase A: Black.
    - b. Phase B: Red.
    - c. Phase C: Blue.
  - 3. Color for Neutral: White.
  - 4. Color for Equipment Grounds: Green.
  - 5. Color for Neutral: White.
  - 6. Color for Equipment Grounds: Green.
- C. Warning Label Colors:
  - 1. Identify system voltage with black letters on an orange background.
- D. Equipment Identification Labels:
  - 1. Black letters on a white field.

## 2.3 LABELS

- A. Self-Adhesive Labels: Vinyl, thermal, transfer-printed, 3-mil-thick, multicolor, weather- and UV-resistant, pressure-sensitive adhesive labels, configured for intended use and location.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. Brady Corporation.
    - b. Ideal Industries, Inc.
    - c. Panduit Corp.
  - 2. Minimum Nominal Size:
    - a. 1-1/2 by 6 inches for raceway and conductors.
    - b. 3-1/2 by 5 inches for equipment.
    - c. As required by authorities having jurisdiction.

## 2.4 TAPES AND STENCILS

- A. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; not less than 3 mils thick by 1 to 2 inches wide; compounded for outdoor use.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. Brady Corporation.
    - b. Carlton Industries, LP.
    - c. emedco.
- B. Underground-Line Warning Tape:
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- a. Brady Corporation.
- b. Ideal Industries, Inc.
- c. LEM Products Inc.
- d. Seton Identification Products.

2. Tape:

- a. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications utility lines.
- b. Printing on tape shall be permanent and shall not be damaged by burial operations.
- c. Tape material and ink shall be chemically inert and not subject to degradation when exposed to acids, alkalis, and other destructive substances commonly found in soils.

2.5 TAGS

- A. Nonmetallic Preprinted Tags: Polyethylene tags, 0.023 inch thick, color-coded for phase and voltage level, with factory screened permanent designations; punched for use with self-locking cable tie fastener.
  1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. Brady Corporation.
    - b. emedco.
    - c. Panduit Corp.

2.6 SIGNS

- A. Laminated Acrylic or Melamine Plastic Signs:
  1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. Brady Corporation.
    - b. Carlton Industries, LP.
    - c. Marking Services, Inc.
  2. Engraved legend.
  3. Thickness:
    - a. For signs up to 20 sq. in., minimum 1/16 inch thick.
    - b. For signs larger than 20 sq. in., 1/8 inch thick.

- c. Engraved legend with black letters on white face.
- d. Punched or drilled for mechanical fasteners with 1/4-inch grommets in corners for mounting.
- e. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

## 2.7 CABLE TIES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - 1. HellermannTyton.
  - 2. Ideal Industries, Inc.
  - 3. Panduit Corp.
- B. General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.
  - 1. Minimum Width: 3/16 inch.
  - 2. Tensile Strength at 73 Deg F according to ASTM D 638: 12,000 psi.
  - 3. Temperature Range: Minus 40 to plus 185 deg F.
  - 4. Color: Black, except where used for color-coding.
  - 5.

## 2.8 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Retain 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.
- C.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.

### 3.2 INSTALLATION

- A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.
- B. Verify identity of each item before installing identification products.
- C. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.
- D. Apply identification devices to surfaces that require finish after completing finish work.



- E. Install signs with approved legend to facilitate proper identification, operation, and maintenance of electrical systems and connected items.
- F. System Identification for Raceways and Cables under 600 V: Identification shall completely encircle cable or conduit. Place identification of two-color markings in contact, side by side.
  - 1. Secure tight to surface of conductor, cable, or raceway.
- G. Accessible Fittings for Raceways: Identify the panel and circuit number on the covers of each junction and pull box.
- H. Vinyl Wraparound Labels:
  - 1. Secure tight to surface of raceway or cable at a location with high visibility and accessibility.
  - 2. Attach labels that are not self-adhesive type with clear vinyl tape, with adhesive appropriate to the location and substrate.
- I. Self-Adhesive Wraparound Labels: Secure tight to surface at a location with high visibility and accessibility.
- J. Self-Adhesive Labels:
  - 1. On each item, install unique designation label that is consistent with wiring diagrams, schedules, and operation and maintenance manual.
  - 2. Unless otherwise indicated, provide a single line of text with 1/2-inch-high letters on 1-1/2-inch-high label; where two lines of text are required, use labels 2 inches high.
  - 3.
- K. Heat-Shrink, Preprinted Tubes: Secure tight to surface at a location with high visibility and accessibility.
- L. Marker Tapes: Secure tight to surface at a location with high visibility and accessibility.
- M. Tape and Stencil: Comply with requirements in painting Sections for surface preparation and paint application.
- N. Underground Line Warning Tape:
  - 1. During backfilling of trenches, install continuous underground-line warning tape directly above cable or raceway at 6 to 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.
  - 2. Install underground-line warning tape for cables in raceways.
- O. Nonmetallic Preprinted Tags:
  - 1. Place in a location with high visibility and accessibility.
  - 2. Secure using general-purpose cable ties.

- P. Laminated Acrylic or Melamine Plastic Signs:
  - 1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
  - 2. Unless otherwise indicated, provide a single line of text with 1/2-inch-high letters on 1-1/2-inch-high sign; where two lines of text are required, use labels 2 inches high.
- Q. Cable Ties: General purpose, for attaching tags, except as listed below:
  - 1. Outdoors: UV-stabilized nylon.
  - 2. In Spaces Handling Environmental Air: Plenum rated.

### 3.3 IDENTIFICATION SCHEDULE

- A. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment. Install access doors or panels to provide view of identifying devices.
- B. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, pull points, and locations of high visibility. Identify by system and circuit designation.
- C. Accessible Raceways, 600 V or Less, for Feeder, and Branch Circuits, More Than 30 A and 120 V to Ground: Identify with self-adhesive raceway labels.
  - 1. Locate identification 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.
- D. Accessible Fittings for Raceways and Cables within Buildings: Identify the circuit number and panel on covers of each junction and pull box.
- E. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use vinyl wraparound labels to identify the phase.
  - 1. Locate identification 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.
- F. Conductors to Be Extended in the Future: Attach marker tape to conductors and list source.
- G. Locations of Underground Lines: Underground-line warning tape for power, lighting, communication, and control wiring and optical-fiber cable.
- H. Equipment Identification Labels:
  - 1. Outdoor Equipment: Laminated acrylic or melamine sign.
  - 2. Equipment to Be Labeled:
    - a. Generator.
    - b. Automatic Transfer Switch.
  - 3. Indoor Equipment: Laminated acrylic or melamine plastic sign.

4. Outdoor Equipment: Laminated acrylic or melamine sign.
5. Equipment to Be Labeled:
  - a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be in the form of a self-adhesive, engraved, laminated acrylic or melamine label.
  - b. Enclosures and electrical cabinets.
  - c. Access doors and panels for concealed electrical items.
  - d. Enclosed switches.

END OF SECTION 260553

## 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 SUMMARY

- A. Section Includes:
  - 1. Lighting and appliance branch-circuit panelboards.

#### 1.3 DEFINITIONS

- A. ATS: Acceptance testing specification.
- B. GFCI: Ground-fault circuit interrupter.
- C. GFEP: Ground-fault equipment protection.
- D. HID: High-intensity discharge.
- E. MCCB: Molded-case circuit breaker.
- F. SPD: Surge protective device.
- G. VPR: Voltage protection rating.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of panelboard.
  - 1. Include materials, switching and overcurrent protective devices, SPDs, accessories, and components indicated.
  - 2. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.
- B. Shop Drawings: For each panelboard and related equipment.
  - 1. Include dimensioned plans, elevations, sections, and details.
  - 2. Show tabulations of installed devices with nameplates, conductor termination sizes, equipment features, and ratings.

3. Detail enclosure types including mounting and anchorage, environmental protection, knockouts, corner treatments, covers and doors, gaskets, hinges, and locks.
4. Detail bus configuration, current, and voltage ratings.
5. Short-circuit current rating of panelboards and overcurrent protective 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.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Panelboard Schedules: For installation in panelboards. Submit final versions after load balancing.

#### 1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For panelboards and components to include in emergency, operation, and maintenance manuals. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
  1. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.

#### 1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  1. Keys: Two spares for each type of panelboard cabinet lock.
  2. Circuit Breakers Including GFCI and GFEP Types: Two spares for each panelboard. Provide circuit breakers required in addition to spares listed on panelschedules.

#### 1.8 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 NEMA PB 1.

#### 1.9 FIELD 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 deg F to plus 104 deg 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.
- C. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:
  1. Notify Architect no fewer than five days in advance of proposed interruption of electric service.
  2. Do not proceed with interruption of electric service without Architect's written permission.
  3. Comply with NFPA 70E.

#### 1.10 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace panelboards that fail in materials or workmanship within specified warranty period.
  1. Panelboard Warranty Period: 18 months from date of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.1 PANELBOARDS COMMON REQUIREMENTS

- A. Fabricate and test panelboards according to IEEE 344 to withstand seismic forces defined in Section 260548.16 "Seismic Controls for Electrical Systems."
- B. 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.
- 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 NEMA PB 1.

- E. Comply with NFPA 70.
- F. Enclosures: Flush and Surface-mounted, dead-front cabinets.
  - 1. Rated for environmental conditions at installed location.
    - a. Indoor Dry and Clean Locations: NEMA 250, Type 1.
    - b. Wash-Down Areas: NEMA 250, Type 4X, stainless steel.
    - c. Other Wet or Damp Indoor Locations: NEMA 250, Type 4.
  - 2. Height: 84 inches maximum.
  - 3. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box. Trims shall cover all live parts and shall have no exposed hardware.
  - 4. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover. Trims shall cover all live parts and shall have no exposed hardware.
  - 5. Skirt for Surface-Mounted Panelboards: Same gage and finish as panelboard front with flanges for attachment to panelboard, wall, and ceiling or floor.
  - 6. Gutter Extension and Barrier: Same gage and finish as panelboard enclosure; integral with enclosure body. Arrange to isolate individual panel sections.
  - 7. Finishes:
    - a. Panels and Trim: Steel and galvanized 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.
    - c. Fungus Proofing: Permanent fungicidal treatment for overcurrent protective devices and other components.
- G. Incoming Mains:
  - 1. Location: Convertible between top and bottom.
  - 2. Main Breaker: Main lug interiors up to 400 amperes shall be field convertible to main breaker.
- H. Phase, Neutral, and Ground Buses:
  - 1. Material: Hard-drawn copper, 98 percent conductivity.
    - a. Plating shall run entire length of bus.
    - b. Bus shall be fully rated the entire length.
  - 2. Interiors shall be factory assembled into a unit. Replacing switching and protective devices shall not disturb adjacent units or require removing the main bus connectors.
  - 3. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment grounding conductors; bonded to box.
  - 4. Full-Size Neutral: Equipped with full-capacity bonding strap for service entrance applications. Mount electrically isolated from enclosure. Do not mount neutral bus in gutter.

5. Split Bus: Vertical buses divided into individual vertical sections.

I. Conductor Connectors: Suitable for use with conductor material and sizes.

1. Material: Hard-drawn copper, 98 percent conductivity.
2. Terminations shall allow use of 75 deg C rated conductors without derating.
3. Size: Lugs suitable for indicated conductor sizes, with additional gutter space, if required, for larger conductors.
4. Main and Neutral Lugs: Mechanical type, with a lug on the neutral bar for each pole in the panelboard.
5. Ground Lugs and Bus-Configured Terminators: Mechanical type, with a lug on the bar for each pole in the panelboard.
6. Feed-Through Lugs: Mechanical type, suitable for use with conductor material. Locate at opposite end of bus from incoming lugs or main device.

J. NRTL Label: Panelboards shall be labeled by an NRTL acceptable to authority having jurisdiction for use as service equipment with one or more main service disconnecting and overcurrent protective devices. Panelboards or load centers shall have meter enclosures, wiring, connections, and other provisions for utility metering. Coordinate with utility company for exact requirements.

K. Future Devices: Panelboards or load centers shall have mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.

1. Percentage of Future Space Capacity: Ten percent.

L. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals. Assembly listed by an NRTL for 100 percent interrupting capacity.

1. Panelboards and overcurrent protective devices rated 240 V or less shall have short-circuit ratings as shown on Drawings, but not less than 10,000 A rms symmetrical.

## 2.2 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton.
2. General Electric Company; GE Energy Management - Electrical Distribution.
3. Square D; by 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. Doors: Concealed hinges; secured with flush latch with tumbler lock; keyed alike.
- F. Doors: Door-in-door construction with concealed hinges; secured with multipoint latch with tumbler lock; keyed alike. Outer door shall permit full access to the panel interior. Inner door shall permit access to breaker operating handles and labeling, but current carrying terminals and bus shall remain concealed.

## 2.3 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Eaton.
  - 2. General Electric Company; GE Energy Management - Electrical Distribution.
  - 3. Square D; by Schneider Electric.
- B. MCCB: Comply with UL 489, with interrupting capacity to meet available fault currents.
  - 1. Thermal-Magnetic Circuit Breakers:
    - a. Inverse time-current element for low-level overloads.
    - b. Instantaneous magnetic trip element for short circuits.
    - c. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
  - 2. GFCI Circuit Breakers: Single- and double-pole configurations with Class A ground-fault protection (6-mA trip).
  - 3. GFEP Circuit Breakers: Class B ground-fault protection (30-mA trip).
  - 4. Arc-Fault Circuit Interrupter Circuit Breakers: Comply with UL 1699; 120/240-V, single-pole configuration.
  - 5. Subfeed Circuit Breakers: Vertically mounted.
  - 6. MCCB Features and Accessories:
    - a. Standard frame sizes, trip ratings, and number of poles.
    - b. Breaker handle indicates tripped status.
    - c. UL listed for reverse connection without restrictive line or load ratings.
    - d. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor materials.
    - e. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and HID lighting circuits.
    - f. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.
    - g. Alarm Switch: Single-pole, normally open contact that actuates only when circuit breaker trips.

- h. Handle Padlocking Device: Fixed attachment, for locking circuit-breaker handle in on or off position.
- i. Handle Clamp: Loose attachment, for holding circuit-breaker handle in on position.

## 2.4 IDENTIFICATION

- A. Panelboard Label: Manufacturer's name and trademark, voltage, amperage, number of phases, and number of poles shall be located on the interior of the panelboard door.
- B. Breaker Labels: Faceplate shall list current rating, UL and IEC certification standards, and AIC rating.
- C. Circuit Directory: Computer-generated circuit directory mounted inside panelboard door with transparent plastic protective cover.
  - 1. Circuit directory shall identify specific purpose with detail sufficient to distinguish it from all other circuits.

## 2.5 ACCESSORY COMPONENTS AND FEATURES

- A. Accessory Set: Include tools and miscellaneous items required for overcurrent protective device test, inspection, maintenance, and operation.

# PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Verify actual conditions with field measurements prior to ordering panelboards to verify that equipment fits in allocated space in, and comply with, minimum required clearances specified in NFPA 70.
- B. Receive, inspect, handle, and store panelboards according to NEMA PB 1.1.
- C. Examine panelboards before installation. Reject panelboards that are damaged, rusted, or have been subjected to water saturation.
- D. Examine elements and surfaces to receive panelboards for compliance with installation tolerances and other conditions affecting performance of the Work.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- 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. Comply with NECA 1.
- C. Install panelboards and accessories according to NEMA PB 1.1.
- D. Equipment Mounting:
  - 1. Attach panelboard to the vertical finished or structural surface behind the panelboard.
- E. Mount top of trim 90 inches above finished floor unless otherwise indicated.
- F. Mount panelboard cabinet plumb and rigid without distortion of box.
- G. Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.
- H. Mount surface-mounted panelboards to steel slotted supports 5/8 inch in depth. Orient steel slotted supports vertically.
- I. Install overcurrent protective devices and controllers not already factory installed.
  - 1. Set field-adjustable, circuit-breaker trip ranges.
  - 2. Tighten bolted connections and circuit breaker connections using calibrated torque wrench or torque screwdriver per manufacturer's written instructions.
- J. Make grounding connections and bond neutral for services and separately derived systems to ground. Make connections to grounding electrodes, separate grounds for isolated ground bars, and connections to separate ground bars.
- K. Install filler plates in unused spaces.
- L. Stub four 1-inch empty conduits from panelboard into accessible ceiling space or space designated to be ceiling space in the future. Stub four 1-inch empty conduits into raised floor space or below slab not on grade.
- M. Arrange conductors in gutters into groups and bundle and wrap with wire ties after completing load balancing.

### 3.3 IDENTIFICATION

- A. Create a directory to indicate installed circuit loads after balancing panelboard loads; incorporate Owner's final room designations. Obtain approval before installing. Handwritten directories are not acceptable. Install directory inside panelboard door.
- B. Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

### 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. 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. Acceptance Testing Preparation:
  - 1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
  - 2. Test continuity of each circuit.
- D. Tests and Inspections:
  - 1. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
  - 2. 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.
- E. Panelboards will be considered defective if they do not pass tests and inspections.
- F. Prepare test and inspection reports, including a certified report that identifies panelboards included and that describes scanning results, with comparisons of the two scans. 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. Load Balancing: After Substantial Completion, but not more than 60 days after Final Acceptance, measure load balancing and make circuit changes. Prior to making circuit changes to achieve load balancing, inform Architect of effect on phase color coding.
  - 1. Measure loads during period of normal facility operations.
  - 2. Perform circuit changes to achieve load balancing outside normal facility operation schedule or at times directed by the Architect. Avoid disrupting services such as fax machines and on-line data processing, computing, transmitting, and receiving equipment.
  - 3. After changing circuits to achieve load balancing, recheck loads during normal facility operations. Record load readings before and after changing circuits to achieve load balancing.
- C. Tolerance: Maximum difference between phase loads, within a panelboard, shall not exceed 20 percent.

END OF SECTION 262416

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 SUMMARY

- A. Section Includes:
  - 1. Toggle switches, 120/277 V, 15 A.
  - 2. Residential devices.
  - 3. Wall plates.

1.3 DEFINITIONS

- A. AFCI: Arc-fault circuit interrupter.
- B. BAS: Building automation system.
- C. EMI: Electromagnetic interference.
- D. GFCI: Ground-fault circuit interrupter.
- E. Pigtail: Short lead used to connect a device to a branch-circuit conductor.
- F. RFI: Radio-frequency interference.
- G. SPD: Surge protective device.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.
- C. Samples: One for each type of device and wall plate specified, in each color specified.

1.5 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing-label warnings and instruction manuals that include labeling conditions.

PART 2 - PRODUCTS

2.1 GENERAL WIRING-DEVICE REQUIREMENTS

- A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- B. Comply with NFPA 70.
- C. RoHS compliant.
- D. Comply with NEMA WD 1.
- E. Devices that are manufactured for use with modular plug-in connectors may be substituted under the following conditions:
  - 1. Connectors shall comply with UL 2459 and shall be made with stranding building wire.
  - 2. Devices shall comply with requirements in this Section.
- F. Devices for Owner-Furnished Equipment:
  - 1. Receptacles: Match plug configurations.
  - 2. Cord and Plug Sets: Match equipment requirements.
- G. Device Color:
  - 1. Wiring Devices Connected to Normal Power System: color As selected by Architect unless otherwise indicated or required by NFPA 70 or device listing.
- H. Wall Plate Color: For plastic covers, match device color.
- I. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

## 2.2 TOGGLE SWITCHES, 120/277 V, 20 A

### A. Single-Pole Switches, 120/277 V, 20 A:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Eaton (Arrow Hart).
  - b. Hubbell Incorporated; Wiring Device-Kellems.
  - c. Leviton Manufacturing Co., Inc.
  - d. Pass & Seymour/Legrand (Pass & Seymour).
2. Standards: Comply with UL 20 and FS W-S-896.

### B. Three-Way Switches, 120/277 V, 20 A:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Eaton (Arrow Hart).
  - b. Hubbell Incorporated; Wiring Device-Kellems.
  - c. Leviton Manufacturing Co., Inc.
  - d. Pass & Seymour/Legrand (Pass & Seymour).
2. Comply with UL 20 and FS W-S-896.

## 2.3 RESIDENTIAL DEVICES

### A. Residential-Grade, Tamper-Resistant, GFCI Receptacles, 125 V, 15 A:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Eaton (Arrow Hart).
  - b. Hubbell Incorporated; Wiring Device-Kellems.
  - c. Leviton Manufacturing Co., Inc.
  - d. Pass & Seymour/Legrand (Pass & Seymour)
2. Configuration: NEMA WD 6, Configuration 5-15R.
3. Feed-through connectors.
4. Standards: Comply with UL 943 and UL 1699.

### B. Residential-Grade, Tamper-Resistant, AFCI Receptacles, 125 V, 15 A:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Eaton (Arrow Hart).
  - b. Hubbell Incorporated; Wiring Device-Kellems.
  - c. Leviton Manufacturing Co., Inc.
  - d. Pass & Seymour/Legrand (Pass & Seymour)
2. Configuration: NEMA WD 6, Configuration 5-15R.



3. Feed-through connectors.
4. Standards: Comply with UL 943 and UL 1699.

**C. Residential-Grade, Tamper-Resistant Receptacles, 125 V, 15 A:**

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Eaton (Arrow Hart).
  - b. Hubbell Incorporated; Wiring Device-Kellems.
  - c. Leviton Manufacturing Co., Inc.
  - d. Pass & Seymour/Legrand (Pass & Seymour)
2. Configuration: NEMA WD 6, Configuration 5-15R.
3. Feed-through connectors.
4. Standards: Comply with UL 498.

**D. Weather- and Tamper-Resistant Receptacles, 125 V, 15 A:**

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Eaton (Arrow Hart).
  - b. Hubbell Incorporated; Wiring Device-Kellems.
  - c. Leviton Manufacturing Co., Inc.
  - d. Pass & Seymour/Legrand (Pass & Seymour)
2. Configuration: NEMA WD 6, Configuration 5-15R.
3. Feed-through connectors.
4. Standards: Comply with UL 498.
5. Marked as "Weather Resistant."

**2.4 WALL PLATES**

- A. Single Source: Obtain wall plates from same manufacturer of wiring devices.
- B. Single and combination types shall match corresponding wiring devices.
  1. Plate-Securing Screws: Metal with head color to match plate finish.
  2. Material for Finished Spaces: 0.035-inch-thick, satin-finished, Type 302 stainless steel.
  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 and damp locations.
- C. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with Type 3R, weather-resistant, die-cast aluminum with lockable cover.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.
- B. Coordination with Other Trades:
  - 1. Protect installed devices and their boxes. 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 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 right 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 comply with 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 devices that have been in temporary use during construction and that 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 6 inches (152 mm) in length.
  - 5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, two-thirds to three-fourths of the way around terminal screw.
  - 6. Use a torque screwdriver when a torque is recommended or required by 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. 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, multigang wall plates.

I. Adjust locations of floor service outlets and service poles to suit arrangement of partitions and furnishings.

### 3.2 GFCI RECEPTACLES

- A. Install non-feed-through GFCI receptacles where protection of downstream receptacles is not required.

### 3.3 IDENTIFICATION

- A. Comply with Section 260553 "Identification for Electrical Systems."
- B. Identify each receptacle with panelboard identification and circuit number. Use hot, stamped, or engraved machine printing with black-filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.

### 3.4 FIELD QUALITY CONTROL

- A. Test Instruments: Use instruments that comply with UL 1436.
- B. Test Instrument for Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.

- C. Perform the following tests and inspections:
  - 1. Test Instruments: Use instruments that comply with UL 1436.
  - 2. Test Instrument for Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.
- D. Tests for Receptacles:
  - 1. Line Voltage: Acceptable range is 105 to 132 V.
  - 2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is unacceptable.
  - 3. Ground Impedance: Values of up to 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. 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.
- E. Wiring device will be considered defective if it does not pass tests and inspections.
- F. Prepare test and inspection reports.

END OF SECTION 262726

## SECTION 265119 - LED 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 SUMMARY

- A. Section includes LED luminaires:

#### 1.3 DEFINITIONS

- A. CCT: Correlated color temperature.
- B. CRI: Color Rendering Index.
- C. Fixture: See "Luminaire."
- D. IP: International Protection or Ingress Protection Rating.
- E. LED: Light-emitting diode.
- F. Lumen: Measured output of lamp and luminaire, or both.
- G. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

#### 1.4 SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Arrange in order of luminaire designation.
  - 2. Include data on features, accessories, and finishes.
  - 3. Include physical description and dimensions of luminaires.
  - 4. Include emergency lighting units, including batteries and chargers.
  - 5. Include life, output (lumens, CCT, and CRI), and energy-efficiency data.
  - 6. Photometric data and adjustment factors based on laboratory tests, complying with IES "Lighting Measurements Testing and Calculation Guides" for each luminaire type. The adjustment factors shall be for lamps and accessories identical to those indicated for the luminaire as applied in this Project IES LM-79 and IES LM-80.

- a. Manufacturers' Certified Data: Photometric data certified by manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.
- B. Product Certificates: For each type of luminaire.
- C. Sample warranty.
- D. Operation and Maintenance Data: For luminaires and lighting systems to include in operation and maintenance manuals.
  - 1. Provide a list of all lamp types used on Project; use ANSI and manufacturers' codes.

## 1.5 QUALITY ASSURANCE

- A. Luminaire Photometric Data Testing Laboratory Qualifications: Luminaire manufacturer's laboratory that is accredited under the NVLAP for Energy Efficient Lighting Products.
- B. Provide luminaires from a single manufacturer for each luminaire type.
- C. Each luminaire type shall be binned within a three-step MacAdam Ellipse to ensure color consistency among luminaires.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect finishes of exposed surfaces by applying a strippable, temporary protective covering before shipping.

## 1.7 WARRANTY

- A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.
- B. Warranty Period: Five year(s) from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Ambient Temperature: 41 to 104 deg F.
  - 1. Relative Humidity: Zero to 95 percent.
- B. Altitude: Sea level to 1000 feet.

## 2.2 LUMINAIRE REQUIREMENTS

- A. Refer to LIGHTING FIXTURE SCHEDULE on drawings.
- 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. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps. Locate labels 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 characteristics:
    - a. "USE ONLY" and include specific lamp type.
    - b. Lamp diameter, shape, size, wattage, and coating.
    - c. CCT and CRI.
- D. Recessed luminaires shall comply with NEMA LE 4.
- E. NRTL Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by an NRTL.

## 2.3 MATERIALS

- A. Metal Parts:
  - 1. Free of burrs and sharp corners and edges.
  - 2. Sheet metal components shall be steel unless otherwise indicated.
  - 3. Form and support to prevent warping and sagging.
- B. Steel:
  - 1. ASTM A 36/A 36M for carbon structural steel.
  - 2. ASTM A 568/A 568M for sheet steel.
- C. Stainless Steel:
  - 1. 1. Manufacturer's standard grade.
  - 2. 2. Manufacturer's standard type, ASTM A 240/240 M.
- D. Galvanized Steel: ASTM A 653/A 653M.
- E. Aluminum: ASTM B 209.

## 2.4 METAL FINISHES

- A. Variations in finishes are unacceptable in the same piece. Variations in finishes of adjoining components are acceptable if they are within the range of approved Samples and if they can be and are assembled or installed to minimize contrast.

## 2.5 LUMINAIRE SUPPORT

- A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" 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 luminaire.
- C. Wires: ASTM A 641/A 641 M, Class 3, soft temper, zinc-coated steel, 12 gage.
- D. Rod Hangers: 3/16-inch minimum diameter, cadmium-plated, threaded steel rod.
- E. Hook Hangers: Integrated assembly matched to luminaire, line voltage, and equipment with threaded attachment, cord, and locking-type plug.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for luminaire to verify actual locations of luminaire and electrical connections before luminaire installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 TEMPORARY LIGHTING

- A. If approved by the Architect, use selected permanent luminaires for temporary lighting. When construction is sufficiently complete, clean luminaires used for temporary lighting and install new lamps.

### 3.3 INSTALLATION

- A. Comply with NECA 1.
- B. Install luminaires level, plumb, and square with ceilings and walls unless otherwise indicated.



- C. Install lamps in each luminaire.
- D. Supports:
  - 1. Sized and rated for luminaire weight.
  - 2. Able to maintain luminaire position after cleaning and relamping.
  - 3. Provide support for luminaire without causing deflection of ceiling or wall.
  - 4. Luminaire-mounting devices shall be capable of supporting a horizontal force of 100 percent of luminaire weight and a vertical force of 400 percent of luminaire weight.
- E. Flush-Mounted Luminaires:
  - 1. Secured to outlet box.
  - 2. Attached to ceiling structural members at four points equally spaced around circumference of luminaire.
  - 3. Trim ring flush with finished surface.
- F. Wall-Mounted Luminaires:
  - 1. Attached to structural members in walls.
  - 2. Do not attach luminaires directly to gypsum board.
- G. Suspended Luminaires:
  - 1. Ceiling Mount:
    - a. Two 5/32-inch- diameter aircraft cable supports adjustable to 10 feet in length.
    - b. Hook mount.
  - 2. Pendants and Rods: Where longer than 48 inches, brace to limit swinging.
  - 3. Stem-Mounted, Single-Unit Luminaires: Suspend with twin-stem hangers. Support with approved outlet box and accessories that hold stem and provide damping of luminaire oscillations. Support outlet box vertically to building structure using approved devices.
  - 4. Continuous Rows of Luminaires: Use tubing or stem for wiring at one point and tubing or rod for suspension for each unit length of luminaire chassis, including one at each end.
  - 5. Do not use ceiling grid as support for pendant luminaires. Connect support wires or rods to building structure.
- H. Ceiling-Grid-Mounted Luminaires:
  - 1. Secure to any required outlet box.
  - 2. Secure luminaire to the luminaire opening using approved fasteners in a minimum of four locations, spaced near corners of luminaire.
  - 3. Use approved devices and support components to connect luminaire to ceiling grid and building structure in a minimum of four locations, spaced near corners of luminaire.
- I. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables" for wiring connections.

3.4 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

3.5 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
  - 1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
- B. Luminaire will be considered defective if it does not pass operation tests and inspections.
- C. Prepare test and inspection reports.
- D. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting the direction of aim of luminaires to suit occupied conditions. Make up to two visits to Project during other-than-normal hours for this purpose. Some of this work may be required during hours of darkness.
  - 1. During adjustment visits, inspect all luminaires. Replace lamps or luminaires that are defective.
  - 2. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.
  - 3. Adjust the aim of luminaires in the presence of the Architect.

END OF SECTION 265119

## SECTION 265619 - LED EXTERIOR LIGHTING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Luminaire types.
  - 2. Materials.
  - 3. Finishes.
  - 4. Luminaire support components.

#### 1.2 DEFINITIONS

- A. CCT: Correlated color temperature.
- B. CRI: Color rendering index.
- C. Fixture: See "Luminaire."
- D. IP: International Protection or Ingress Protection Rating.
- E. Lumen: Measured output of lamp and luminaire, or both.
- F. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of luminaire.
  - 1. Arrange in order of luminaire designation.
  - 2. Include data on features, accessories, and finishes.
  - 3. Include physical description and dimensions of luminaire.
  - 4. Lamps, include life, output (lumens, CCT, and CRI), and energy-efficiency data.
  - 5. Photometric data and adjustment factors based on laboratory tests, complying with IES Lighting Measurements Testing and Calculation Guides, of each luminaire type. The adjustment factors shall be for lamps and accessories identical to those indicated for the luminaire as applied in this Project IES LM-79.
    - a. Manufacturer's Certified Data: Photometric data certified by manufacturer's laboratory with a current accreditation under the NVLAP for Energy Efficient Lighting Products.
  - 6. Wiring diagrams for power, control, and signal wiring.

7. Means of attaching luminaires to supports and indication that the attachment is suitable for components involved.
- B. Shop Drawings: For nonstandard or custom luminaires.
  1. Include plans, elevations, sections, and mounting and attachment details.
  2. Include details of luminaire assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
  3. Include diagrams for power, signal, and control wiring.
- C. Product Schedule: For luminaires and lamps. Use same designations indicated on Drawings.
- D. Qualification Data: For testing laboratory providing photometric data for luminaires.
- E. Product Certificates: For each type of the following:
  1. Luminaire.
- F. Product Test Reports: For each luminaire, for tests performed by manufacturer and witnessed by a qualified testing agency.
- G. Source quality-control reports.
- H. Sample warranty.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For luminaires and photoelectric relays to include in operation and maintenance manuals.
  1. Provide a list of all lamp types used on Project. Use ANSI and manufacturers' codes.
  2. Provide a list of all photoelectric relay types used on Project; use manufacturers' codes.

#### 1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  1. Glass, Acrylic, and Plastic Lenses, Covers, and Other Optical Parts: One for every 100 of each type and rating installed. Furnish at least one of each type.
  2. Diffusers and Lenses: One for every 100 of each type and rating installed. Furnish at least one of each type.
  3. Globes and Guards: One for every 20 of each type and rating installed. Furnish at least one of each type.

## 1.6 QUALITY ASSURANCE

- A. Luminaire Photometric Data Testing Laboratory Qualifications:
  - 1. Luminaire manufacturers' laboratory that is accredited under the NVLAP for Energy Efficient Lighting Products.
  - 2. Provided by an independent agency, with the experience and capability to conduct the testing indicated, that is an NRTL as defined by OSHA in 29 CFR 1910.7, accredited under the NVLAP for Energy Efficient Lighting Products and complying with applicable IES testing standards.
- B. Provide luminaires from a single manufacturer for each luminaire type.
- C. Each luminaire type shall be binned within a three-step MacAdam Ellipse to ensure color consistency among luminaires.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Protect finishes of exposed surfaces by applying a strippable, temporary protective covering prior to shipping.

## 1.8 FIELD CONDITIONS

- A. Verify existing and proposed utility structures prior to the start of work associated with luminaire installation.
- B. Mark locations of exterior luminaires for approval by Architect prior to the start of luminaire installation.

## 1.9 WARRANTY

- A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Structural failures, including luminaire support components.
    - b. Faulty operation of luminaires and accessories.
    - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
  - 2. Warranty Period: 2 year(s) from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 LUMINAIRE REQUIREMENTS

- A. 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.
- B. NRTL Compliance: Luminaires shall be listed and labeled for indicated class and division of hazard by an NRTL.
- C. UL Compliance: Comply with UL 1598 and listed for wet location.
- D. Lamp base complying with ANSI C81.61 or IEC 60061-1.
- E. Bulb shape complying with ANSI C79.1.
- F. CRI of minimum 70. CCT of 4100 K.
- G. L70 lamp life of 50,000 hours.
- H. Lamps dimmable from 100 percent to 0 percent of maximum light output.
- I. Internal driver.
- J. Nominal Operating Voltage: 120 V ac.
- K. Lamp Rating: Lamp marked for outdoor use and in enclosed locations.
- L. Source Limitations:
  - 1. Obtain luminaires from single source from a single manufacturer.
  - 2. For luminaires, obtain each color, grade, finish, type, and variety of luminaire from single source with resources to provide products of consistent quality in appearance and physical properties.

### 2.2 LUMINAIRE TYPES

- A. Refer to lighting fixture schedule for fixture types and description:

### 2.3 MATERIALS

- A. Metal Parts: Free of burrs and sharp corners and edges.
- B. Sheet Metal Components: Corrosion-resistant aluminum. Form and support to prevent warping and sagging.

- C. 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. Doors shall be removable for cleaning or replacing lenses.
- D. Diffusers and Globes:
  - 1. Acrylic Diffusers: 100 percent virgin acrylic plastic, with high resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
  - 2. Glass: Annealed crystal glass unless otherwise indicated.
  - 3. Lens Thickness: At least 0.125 inch minimum unless otherwise indicated.
- E. Lens and Refractor Gaskets: Use heat- and aging-resistant resilient gaskets to seal and cushion lenses and refractors in luminaire doors.
- F. Reflecting surfaces shall have minimum reflectance as follows unless otherwise indicated:
  - 1. White Surfaces: 85 percent.
  - 2. Specular Surfaces: 83 percent.
  - 3. Diffusing Specular Surfaces: 75 percent.
- G. Housings:
  - 1. Rigidly formed, weather- and light-tight enclosure that will not warp, sag, or deform in use.
  - 2. Provide filter/breather for enclosed luminaires.
- H. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps. 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 characteristics:
    - a. "USE ONLY" and include specific lamp type.
    - b. Lamp diameter, shape, size, wattage and coating.
    - c. CCT and CRI for all luminaires.

## 2.4 FINISHES

- A. Variations in Finishes: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- B. Luminaire Finish: Manufacturer's standard paint applied to factory-assembled and -tested luminaire before shipping. Where indicated, match finish process and color of pole or support materials.

- C. Factory-Applied Finish for Aluminum Luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
  - 1. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
- D. Factory-Applied Finish for Steel Luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
  - 1. Surface Preparation: Clean surfaces to comply with SSPC-SP 1, to remove dirt, oil, grease, and other contaminants that could impair paint bond. Grind welds and polish surfaces to a smooth, even finish. Remove mill scale and rust, if present, from uncoated steel, complying with SSPC-SP 5/NACE No. 1 or SSPC-SP 8.
  - 2. Exterior Surfaces: Manufacturer's standard finish consisting of one or more coats of primer and two finish coats of high-gloss, high-build polyurethane enamel.
    - a. Color:
      - 1) As selected from manufacturer's standard catalog of colors.
      - 2) Match Architect's sample of manufacturer's standard color.
      - 3) As selected by Architect from manufacturer's full range.

## 2.5 LUMINAIRE SUPPORT COMPONENTS

- A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for channel and angle iron supports and nonmetallic channel and angle supports.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for luminaire electrical conduit to verify actual locations of conduit connections before luminaire installation.
- C. Examine walls, roofs, and canopy ceilings and overhang ceilings for suitable conditions where luminaires will be installed.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.



### 3.2 TEMPORARY LIGHTING

- A. If approved by Architect, use selected permanent luminaires for temporary lighting. When construction is substantially complete, clean luminaires used for temporary lighting and install new lamps.

### 3.3 GENERAL INSTALLATION REQUIREMENTS

- A. Comply with NECA 1.
- B. Use fastening methods and materials selected to resist seismic forces defined for the application and approved by manufacturer.
- C. Install lamps in each luminaire.
- D. Fasten luminaire to structural support.
- E. Supports:
  - 1. Sized and rated for luminaire weight.
  - 2. Able to maintain luminaire position after cleaning and relamping.
  - 3. Support luminaires without causing deflection of finished surface.
  - 4. Luminaire-mounting devices shall be capable of supporting a horizontal force of 100 percent of luminaire weight and a vertical force of 400 percent of luminaire weight.
- F. Wall-Mounted Luminaire Support:
  - 1. Attached to structural members in walls.
- G. Wiring Method: Install cables in raceways. Conceal raceways and cables.
- H. Install luminaires level, plumb, and square with finished grade unless otherwise indicated. Install luminaires at height and aiming angle as indicated on Drawings.
- I. Coordinate layout and installation of luminaires with other construction.
- J. Adjust luminaires that require field adjustment or aiming. Include adjustment of photoelectric device to prevent false operation of relay by artificial light sources, favoring a north orientation.
- K. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables" and Section 260533.13 "Conduits for Electrical Systems" for wiring connections and wiring methods.

### 3.4 CORROSION PREVENTION

- A. Aluminum: Do not use in contact with earth or concrete. When in direct contact with a dissimilar metal, protect aluminum by insulating fittings or treatment.
- B. Steel Conduits: Comply with Section 260533.13 "Conduits for Electrical Systems." In concrete foundations, wrap conduit with 0.010-inch-thick, pipe-wrapping plastic tape applied with a 50 percent overlap.

### 3.5 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

### 3.6 FIELD QUALITY CONTROL

- A. Inspect each installed luminaire for damage. Replace damaged luminaires and components.
- B. Perform the following tests and inspections:
  - 1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
  - 2. Photoelectric Control Operation: Verify operation of photoelectric controls.
- C. Illumination Tests:
  - 1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
- D. Luminaire will be considered defective if it does not pass tests and inspections.
- E. 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.

### 3.7 DEMONSTRATION

- A. Train Owner's maintenance personnel to adjust, operate, and maintain luminaires and photocell relays.

**3.8 ADJUSTING**

- A. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting the direction of aim of luminaires to suit occupied conditions. Make up to two visits to Project during other-than-normal hours for this purpose. Some of this work may be required during hours of darkness.
1. During adjustment visits, inspect all luminaires. Replace lamps or luminaires that are defective.
  2. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.
  3. Adjust the aim of luminaires in the presence of Architect.

END OF SECTION 265619

## SECTION 311000 - SITE CLEARING

### PART I - GENERAL

#### I.1 SUMMARY

- A. Section Includes:
  - 1. Protecting existing vegetation to remain.
  - 2. Removing existing vegetation.
  - 3. Removing above- and below-grade site improvements.
  - 4. Temporary site enclosure fence.
- B. Related Requirements:
  - 1. Section 015639 "Temporary Tree and Plant Protection" for temporary tree and plant protection measures.
  - 2. Section 024119 "Selective Demolition" for selective demolition measures.

#### I.2 DEFINITIONS

- A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
- B. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas such as urban environments, the surface soil can be subsoil.
- C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow.
- D. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects larger than 2 inches in diameter; and free of weeds, roots, toxic materials, or other non-soil materials.
- E. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.
- F. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction according to requirements in Section 015639 "Temporary Tree and Plant Protection."
- G. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

**I.3 PRE-INSTALLATION MEETINGS**

- A. Preinstallation Conference: Conduct conference at Project site.

**I.4 MATERIAL OWNERSHIP**

- A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

**I.5 INFORMATIONAL SUBMITTALS**

- A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
  - 1. Use sufficiently detailed photographs or video recordings.
  - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plant designated to remain.
- B. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

**I.6 FIELD CONDITIONS**

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  - 2. Provide alternate routes around closed or obstructed trafficways if required by Owner or authorities having jurisdiction.
- B. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- C. Utility Locator Service: Notify Dig Safely New York at 1-800-962-7962 for area where Project is located before earth moving operations.

**PART 2 - PRODUCTS**

**2.1 MATERIALS**

- A. Protection-Zone Fencing: Fencing fixed in position and meeting the following requirements:
  - 1. Temporary site enclosure fence: Chain-Link Fencing, galvanized-steel fencing fabricated from minimum 2-inch opening, 0.148-inch-diameter wire chain-link fabric; minimum 6

feet high with galvanized-steel pipe posts; minimum 2-3/8-inch-OD line posts and 2-7/8-inch-OD corner and pull posts, with 1-5/8-inch-OD top and bottom rails. Provide galvanized-steel bases for supporting posts.

- B. Temporary silt fence:
  - 1. Silt fence fabric and posts: NYSDOT 209-2.08 Silt Fence, Item No. 209.13.
  - 2. Fabric shall meet the following requirements.
    - a. Grab tensile strength 90 lbs.
    - b. Elongation at failure 50%
    - c. Mullen Burst Strength 190 PSI
    - d. Puncture Strength 40 lbs
    - e. Slurry Flow Rate 0.3 gal/min/sf
    - f. Equivalent opening size 40-80
    - g. Ultraviolet radiation stability 90%
  - 3. Prefabricated units may be used providing the units are installed in accordance with New York Guidelines for Urban Erosion and Sediment Control; Mirafi® Envirofence by TenCate Geosynthetics of Pendergrass, GA, BioFence by ERC/Biomass Farms of Lakeville, MA, Geofab or equal.
  - 4. Fence posts for prefabricated units. Size as recommended by manufacturer of units. If no recommendation, material and size as necessary to support the units for the duration of project construction.
  - 5. Fence Posts for fabricated units. Wood posts shall be of sound quality hardwood with a minimum cross-sectional area of 3.0 square inches. The length of the posts shall be a minimum of 36" long.
  - 6. Wire fence for fabricated units. Wire fencing shall be a minimum of 14 gage with a maximum of 6-inch mesh opening.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Verify that trees, shrubs, and other vegetation to remain or to be relocated have been flagged and that protection zones have been identified and enclosed.
  - 1. Install protection zones according to requirements in Section 015639 "Temporary Tree and Plant Protection."
- C. Protect existing site improvements to remain from damage during construction.
  - 1. Restore damaged improvements to their original condition, as acceptable to Owner.
  - 2. When Owner does not accept repaired improvements, replace damaged site improvements.

### 3.2 TEMPORARY SITE ENCLOSURE FENCE

- A. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
  - I. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.

### 3.3 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
- B. Install all temporary sediment control practices as per the project SWPPP and the current edition of the New York State Department of Environmental Conservation, New York State Standards and Specifications for Erosion and Sediment Control.
- C. Install all temporary sediment control practices as per the current edition of the New York State Department of Environmental Conservation, New York State Standards and Specifications for Erosion and Sediment Control.
- D. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- E. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- F. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.

### 3.4 TREE AND PLANT PROTECTION

- A. Protection-Zone Fencing: Install protection-zone fencing where shown on plans and as detailed before materials or equipment are brought on the site and construction operations begin in a manner that will prevent people from easily entering protected areas. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.
  - I. Chain-Link Fencing: Install to comply with ASTM F 567 and with manufacturer's Retain signage if protecting large areas or if project requires signs.
- B. Maintain protection zones free of weeds and trash.

- C. Maintain protection-zone fencing and signage in good condition as acceptable to Architect and remove when construction operations are complete, and equipment has been removed from the site.
  - 1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.
  - 2. Temporary access is permitted subject to preapproval in writing by arborist if a root buffer effective against soil compaction is constructed as directed by arborist. Maintain root buffer so long as access is permitted.
- D. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations according to the following requirements:
  - 1. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or to be relocated that are damaged by construction operations, in a manner approved by Architect.
    - a. Submit details of proposed pruning and repairs.
    - b. Perform repairs of damaged trunks, branches, and roots within 24 hours according to arborist's written instructions.
    - c. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Architect.
  - 2. Trees: Remove and replace trees indicated to remain that are more than 25 percent dead or in an unhealthy condition or are damaged during construction operations that Architect determines are incapable of restoring to normal growth pattern.

### 3.5 EXISTING UTILITIES

- A. Owner will arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing, when requested by Contractor.
  - 1. Verify that utilities have been disconnected and capped before proceeding with site clearing.
- B. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.
  - 1. Arrange with utility companies to shut off indicated utilities.
- C. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others, unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Architect 3 days or more days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Architect's written permission.
- D. Excavate for and remove underground utilities indicated to be removed.
- E. Removal of underground utilities is included in earthwork sections; in applicable fire suppression, plumbing, HVAC, electrical, communications, electronic safety and security, and utilities sections; and in Section 024119 "Selective Demolition."



### 3.6 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
  - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
  - 2. Grind down stumps and remove roots larger than 3 inches in diameter, obstructions, and debris to a depth of 18 inches below exposed subgrade.
  - 3. Use only hand methods or air spade for grubbing within protection zones.
  - 4. Chip removed tree branches and dispose of offsite.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
  - 1. Place fill material in horizontal layers not exceeding a loose depth of 6 inches, and compact each layer to a density equal to adjacent original ground.

### 3.7 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to depth of 6 inches in a manner to prevent intermingling with underlying subsoil or other waste materials.
  - 1. Remove subsoil and nonsoil materials from topsoil, including clay lumps, gravel, and other objects larger than 2 inches in diameter; trash, debris, weeds, roots, and other waste materials.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil or other materials. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.
  - 1. Limit height of topsoil stockpiles to 60 inches.
  - 2. Do not stockpile topsoil within protection zones.
  - 3. Surplus topsoil is that which exceeds quantity indicated to be spread on site and reseeded.

### 3.8 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.
- B. Remove cast slabs, paving, curbs, gutters, and aggregate base as indicated.
  - 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
  - 2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

**3.9 DISPOSAL OF SURPLUS AND WASTE MATERIALS**

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
- B. Burning tree, shrub, and other vegetation waste is not permitted on-site
- C. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials, and transport them to recycling facilities. Do not interfere with other Project work.

**END OF SECTION**

## SECTION 312000 - EARTH MOVING

### PART I - GENERAL

#### I.1 SUMMARY

##### A. Section Includes:

1. Excavating and filling for grading the Site.
2. Preparing subgrades for slabs-on grade, walks, turfs and grasses, and landscape plants.
3. Excavating and backfilling for buildings and structures.
4. Aggregate drainage course for concrete slabs-on-grade.
5. Subbase course for concrete walks
6. Subsurface drainage backfill for walls and trenches.
7. Excavating and backfilling trenches for utilities and pits for buried utility structures.

##### B. Related Requirements:

1. Section 024119 "Selective Demolition" for recording pre-excavation and earth-moving progress.
2. Section 033000 "Cast-in-Place Concrete" for granular course if placed over vapor retarder and beneath the slab-on-grade.
3. Section 311000 "Site Clearing" for site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.
4. Section 329300 "Plants" for finish grading in planting areas and tree and shrub pit excavation and planting.

#### I.2 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
- B. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe, including aggregate placed beside and over pipe in a trench, including haunches to support sides of pipe.
- C. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- D. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Owner's Representative. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
  2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
  3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Owner's Representative. Unauthorized

excavation, as well as remedial work directed by Owner's Representative, shall be without additional compensation.

- E. Fill: Soil materials used to raise existing grades.
- F. Rock: "Rock" is defined to include all sound solid masses, layers and ledges of consolidated and indurated rock or mineral matter of such hardness, durability and/or texture that it is not rippable or cannot be excavated with normal earth excavation equipment. All boulders and detached pieces of solid rock or concrete or masonry 1 cubic yard in volume or greater, shall be classified as "rock". Should a conflict arise as to the classification of the material to be removed, the following tests shall be used to aid in the determination:
  - 1. Where practicable, a late model tractor-mounted hydraulic ripper equipped with a one digging point of standard manufacturer's design adequately sized for use with and propelled by a crawler-type tractor rated between 210 and 240 net fly-wheel horsepower, operating in low gear, shall be utilized. Should the suspect material not be effectively loosened or broken down by ripping in a single pass with the aforementioned ripper, the material shall be classified as "rock".
  - 2. In situations where interbedded strata of "common excavation" material and "rock excavation" material are encountered in the same excavation, the individual classification of those materials shall be made on an average percentage basis of the occurrence of those materials as measured in stratigraphic sections as approved by the Owner's Representative.
- G. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- H. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- I. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- J. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

### **I.3 PREINSTALLATION MEETINGS**

- A. Preinstallation Conference: Conduct pre-excavation conference at Project site.
  - 1. Review methods and procedures related to earthmoving, including, but not limited to, the following:
    - a. Personnel and equipment needed to make progress and avoid delays.
    - b. Coordination of Work with utility locator service.
    - c. Coordination of Work and equipment movement with the locations of tree- and plant-protection zones.
    - d. Extent of trenching by hand or with air spade.
    - e. Field quality control.
    - f. Work in the embankment areas under roads.

#### **I.4 ACTION SUBMITTALS**

- A. Product Data: For each type of the following manufactured products required:
  - 1. Subbase Material
  - 2. Stone Bedding
  - 3. Filter Material
  - 4. Sand
  - 5. Geotextiles
  - 6. Warning Tape

#### **I.6 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For qualified testing agency.
- B. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:
  - 1. Classification according to ASTM D 2487.
  - 2. Laboratory compaction curve according to ASTM D 1557.
- C. Pre-excavation Photographs: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earth-moving operations. Provide as submittals prior to the start of earth moving.

#### **I.5 FIELD CONDITIONS**

- A. The Contractor shall note that the on-site soil characteristics are plastic, moisture sensitive silt and clay soils encountered along the roadway and underlying soft, clayey silt soils in the area of the culvert. Wet, silt and clay soils are moisture sensitive and are generally too weak to support the high contact pressures of construction traffic.
- B. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth-moving operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner's Representative.
  - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner's Representative.
- C. Do not commence earth-moving operations until temporary site fencing and erosion-and sedimentation-control measures are in place.
- D. Do not commence earth-moving operations until plant-protection measures specified are in place.
- E. The following practices are prohibited within protection zones:
  - 1. Storage of construction materials, debris, or excavated material.
  - 2. Parking vehicles or equipment.

3. Foot traffic.
  4. Erection of sheds or structures.
  5. Impoundment of water.
  6. Excavation or other digging unless otherwise indicated.
  7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- F. Do not direct vehicle or equipment exhaust towards protection zones.
- G. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.
- H. Site work will require removal of any topsoil, organic materials, trees, and scrub brush within the proposed slab-on-grade, walks, and utility trenches. Following completion of site stripping and cutting operations, and prior to placing embankment fill or pavement subbase, the exposed subgrade soils should be proof-compacted, in conditions of low moisture, with a minimum of a 10-ton vibratory roller, and proof rolled.
- I. Excavated on-site fine-grained site soils with elevated moisture contents may be difficult to properly obtain moisture condition, especially during wetter periods of the year. Select on-site soils may be considered for reuse as fill provided all deleterious organic and oversize material (particles larger than 4 inches in diameter) are removed and the material is moisture conditioned to achieve the specified compaction and stability requirements. Drying the soils to obtain the optimum moisture content for compaction and stability will be dependent on the soils' in-place moisture content and the weather conditions at the time of construction. On-site soils that cannot be adequately dried and optimum moisture content achieved may not be used.

## **PART 2 - PRODUCTS**

### **2.1 SOIL MATERIALS**

1. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
2. Satisfactory Soils: Soil Classification Groups GW, GP, GM, and SW according to ASTM D 2487, or a combination of these groups; free of rock or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
3. Unsatisfactory Soils: Soil Classification Groups SP, SM GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
4. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; NYSDOT Item 304.12.
5. Stone Bedding (Pipe Bedding): Narrowly graded mixture of washed crushed stone or crushed or uncrushed gravel; #2 clean crushed stone Meeting NYSDOT 703-0201.
6. Sand (NYSDOT 703-06 CUSHION SAND). Cushion sand shall consist of clean, hard, durable, uncoated particles, free from lumps of clay and all deleterious substances. When dry, the cushion sand shall meet the following sieve size gradation requirements:

**NYSDOT - Table 703-9 - Cushion Sand Gradation**

Sieve Size	Percent Passing by Weight
¼ in	100
No. 50	0-35
No. 100	0-10

7. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; NYSDOT Item 605.0901.
8. Embankment Fill: Embankment fill beneath roadways and parking lots should conform to NYSDOT 733-11 Select Granular Fill.
9. Granular Subbase should consist of a crushed ledge rock conforming to the gradation for NYSDOT Item 703-04, Type 2 Subbase.
10. Dumped Rip Rap: As defined in NYSDOT Section 733-2102 – Stone Filling, Medium
11. Bioretention Soil: NYSDOT item 208.01030022
  - a. Sand: 70%
  - b. Topsoil: 20%
  - c. Compost: 10%

## 2.2 GEOTEXTILES

- A. Filter Fabric:
  1. Mirafi 140N or equivalent
- B. Geotextile:
  1. Mirafi 500X or equal.
  2. Mirafi HP-570 or equivalent for under the road pavement and under multiplate arch culvert.

## 2.3 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored as follows:
  1. Red: Electric.
  2. Yellow: Gas, oil, steam, and dangerous materials.
  3. Orange: Telephone and other communications.
  4. Blue: Water systems.
  5. Green: Sanitary Sewer systems.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.

- B. Protect and maintain erosion and sedimentation controls during earth-moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

### 3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
  - I. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

### 3.3 EXPLOSIVES

- A. Explosives: The use explosives on the project site is not allowed.

### 3.4 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
  - I. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
  - 2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
    - a. 24 inches outside of concrete forms other than at footings.
    - b. 12 inches outside of concrete forms at footings.
    - c. 6 inches outside of minimum required dimensions of concrete cast against grade.
    - d. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
    - e. 6 inches beneath bottom of concrete slabs-on-grade.
    - f. 6 inches beneath pipe in trenches and the greater of 24 inches wider than pipe or 42 inches wide.
- B. EXCAVATIONS AT EDGES OF TREE- AND PLANT-PROTECTION ZONES:
  - I. Excavate by hand or with an air spade to indicated lines, cross sections, elevations, and subgrades. If excavating by hand, use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.



2. Cut and protect roots according to requirements in Section 015639 "Temporary Tree and Plant Protection."

### 3.5 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

### 3.6 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
  1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
  1. Clearance: 12 inches each side of pipe or conduit.
- C. Trench Bottoms: Excavate trenches 6 inches deeper than bottom of pipe and conduit elevations to allow for bedding course. Hand-excavate deeper for bells of pipe.
  1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
- D. Trenches in Tree- and Plant-Protection Zones:
  1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
  2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.

### 3.7 SUBGRADE INSPECTION

- A. Notify Owner's Representative when excavations have reached required subgrade.
- B. If the Owner's Representative determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Proof-roll subgrade below pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
  1. Completely proof-roll subgrade in one direction. Limit vehicle speed to 3 mph.
  2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Owner's Representative, and replace with compacted backfill or fill as directed.

- D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Owner's Representative, without additional compensation.

### 3.8 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - I. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

### 3.9 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
  - I. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
  - 2. Surveying locations of underground utilities for Record Documents.
  - 3. Testing and inspecting underground utilities.
  - 4. Removing concrete formwork.
  - 5. Removing trash and debris.
  - 6. Removing temporary shoring, bracing, and sheeting.
  - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

### 3.10 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Section 033000 "Cast-in-Place Concrete."
- D. Trenches under Roadways: Provide 4-inch thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase course. Concrete is specified in Section 033000 "Cast-in-Place Concrete."

- E. Backfill voids with satisfactory soil while removing shoring and bracing.
- F. Initial Backfill:
  - I. Soil Backfill: Place and compact initial backfill of satisfactory soil, free of particles larger than 2 inches in any dimension, to a height of 12 inches over the pipe or conduit.
    - a. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- G. Final Backfill:
  - I. Soil Backfill: Place and compact final backfill of satisfactory soil to final subgrade elevation.
- H. Warning Tape: Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

### 3.11 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
  - 1. Under grass and planted areas, use satisfactory soil material.
  - 2. Under walks and pavements, use satisfactory soil material.
  - 3. Under steps and ramps, use select structure fill.
  - 4. Under building slabs, use select structure fill.
  - 5. Under footings and foundations, use engineered fill.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

### 3.12 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
  - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
  - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

### 3.13 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 6 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.
- A. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
  - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95%.
  - 2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 95%.
  - 3. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85%.
  - 4. For utility trenches, compact each layer of initial and final backfill at 95% for stone backfill and 85% for satisfactory soil above the trench pipe bedding. Compact each filter material layer to 85% of maximum dry unit weight according to ASTM D 698.
  - 5. Backfill and Compaction requirements using on-site soils – On-site soils, excluding deleterious fill, organic, and oversize material (particles larger than 4 inches in diameter), may be utilized for reuse as general site fill provided the material is properly moisture conditioned to achieve compaction requirements.
- B. GRADING
- C. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  - 1. Provide a smooth transition between adjacent existing grades and new grades.
  - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- D. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances: Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances:
  - 1. Turf or Unpaved Areas: Plus or minus 1 inch.
  - 2. Pavements: Plus or minus 1/2 inch.

### 3.14 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place subbase course on subgrades free of mud, frost, snow, or ice.

- B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:
  - 1. Install separation geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
  - 2. Place subbase course under hot-mix asphalt pavement.
  - 3. Shape subbase course to required crown elevations and cross-slope grades.
  - 4. Place subbase course 6 inches or less in compacted thickness in a single layer.
  - 5. Place subbase course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
  - 6. Compact subbase course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95% of maximum dry unit weight according to ASTM D 698.

### 3.15 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
  - 1. Scarify or remove and replace soil material to depth as directed by the Owner's Representative; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

### 3.16 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.
- B. Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by the Owner's Representative.
  - 1. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION

## SECTION 312100 - EARTH MOVING WITHIN BUILDING

### PART I - GENERAL

#### I.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.

#### I.2 SUMMARY

- A. Section Includes:
  - 1. Preparing subgrades for slabs-on-grade.
  - 2. Excavating and backfilling for buildings and structures.
  - 3. Subbase course for concrete slabs-on-grade.
  - 4. Excavating and backfilling structures.

#### I.3 UNIT PRICES

- A. Work of this Section is affected by unit prices for earth moving specified in Division 01 Section "Unit Prices."
- B. Quantity allowances for earth moving are included in Division 01 Section "Allowances."

#### I.4 DEFINITIONS

- A. Backfill: Soil material or controlled density fill material used to fill an excavation.
- B. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- C. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
  - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by special inspector and/or geotechnical engineer. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices.
  - 2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by special inspector and/or geotechnical engineer. Unauthorized excavation, as well as remedial work directed by engineer, shall be without additional compensation.
- D. Structures: Buildings, footings, foundations, retaining walls, slabs, or other man-made stationary features constructed above or below the ground surface.

- E. Subbase Stone Course: Aggregate layer supporting the slab-on-grade.
- F. Subgrade: Uppermost surface of an excavation immediately below subbase, or suitable granular fill materials.
- G. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

## **I.5 SUBMITTALS**

- A. Qualification Data: For qualified testing agency.
- B. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:
  - 1. Classification according to ASTM D 2487.
  - 2. Laboratory compaction curve according to ASTM D 1557.
- C. Pre-excavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by earth moving operations. Submit before earth moving begins.

## **I.6 QUALITY ASSURANCE**

- A. Pre-excavation Conference: Conduct conference at Project site.

## **I.7 PROJECT CONDITIONS**

- A. Utility Locator Service: Notify utility locator service or "Call Before You Dig" for area where Project is located before beginning earth moving operations.

# **PART 2 - PRODUCTS**

## **2.1 SOIL MATERIALS**

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
  - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

- C. Subbase Stone: Crusher run stone, which is free of clay, organics and friable or deleterious particles meeting the requirements of New York State Department of Transportation, Standard Specifications, Item 304.12, Type 2 Subbase.
- D. Structural Fill: Same material as subbase stone.

## 2.2 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of the utility; colored as follows:
  - 1. Red: Electric.
  - 2. Yellow: Gas, oil, steam, and dangerous materials.
  - 3. Orange: Telephone and other communications.
  - 4. Blue: Water systems.
  - 5. Green: Sewer systems.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

### 3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
  - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

### 3.3 EXCAVATION, GENERAL



- A. Classified Excavation: Excavate to subgrade elevations. Material to be excavated will be classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by Architect. The Contract Sum will be adjusted for rock excavation according to unit prices included in the Contract Documents. Changes in the Contract Time may be authorized for rock excavation.
  - I. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation.

### 3.4 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch (25 mm). If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
  - I. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

### 3.5 SUBGRADE INSPECTION

- A. Notify special inspector and/or geotechnical engineer when excavations have reached required subgrade.
- B. If special inspector and/or geotechnical engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted structural fill or controlled low strength material as directed.
- C. Proof-roll subgrade below the building slabs and pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 7 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
  - 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph (5 km/h).
  - 2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by special inspector and/or geotechnical engineer, and replace with compacted structural fill as directed.
- D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices.
- E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by special inspector and/or geotechnical engineer, without additional compensation.

### **3.6 UNAUTHORIZED EXCAVATION**

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 3000 psi, may be used when approved by engineer.

### **3.7 STORAGE OF SOIL MATERIALS**

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

### **3.8 BACKFILL**

- A. Place and compact backfill in excavations promptly, but not before completing the following:
  - 1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
  - 2. Surveying locations of underground utilities for Record Documents.
  - 3. Testing and inspecting underground utilities.
  - 4. Removing concrete formwork.
  - 5. Removing trash and debris.
  - 6. Removing temporary shoring and bracing, and sheeting.
  - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

### **3.9 SOIL FILL**

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
  - 1. Under building slabs, use subbase stone of thickness indicated on drawings.
  - 2. Under footings and foundations, use structural fill.
- C. Place soil fills on subgrades free of mud, frost, snow, or ice.

### **3.10 SOIL MOISTURE CONTROL**

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
  - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
  - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

### **3.11 COMPACTION OF SOIL BACKFILLS AND FILLS**

- A. Place backfill and fill soil materials in layers not more than 8 inches (200 mm) in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 1557:
  - 1. Under structures, building slabs, steps, and ramps, scarify and recompact top 12 inches (300 mm) of existing subgrade and each layer of backfill or fill soil material at 95 percent.

### **3.12 GRADING**

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  - 1. Provide a smooth transition between adjacent existing grades and new grades.
  - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch (13 mm) when tested with a 10-foot (3-m) straightedge.

### **3.13 SUBBASE STONE COURSE UNDER CONCRETE SLABS-ON-GRADE**

- A. Place subbase stone course on subgrades or select granular fill, if required, free of mud, frost, snow, or ice.
- B. On prepared subgrade, place and compact subbase stone course under cast-in-place concrete slabs-on-grade as follows:
  - 1. Place subbase stone course 6 inches (150 mm) or less in compacted thickness in a single layer.

2. Place subbase stone course that exceeds 6 inches (150 mm) in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick.
3. Compact each layer of subbase stone course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.

### **3.14 FIELD QUALITY CONTROL**

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
  1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
  2. Determine that fill material and maximum lift thickness comply with requirements.
  3. Determine, at the required frequency, that in-place density of compacted fill complies with requirements.
  4. See statement of special inspections for additional testing and inspections.
- B. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- D. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.
- E. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
  1. Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. (186 sq. m) or less of building slab, but in no case fewer than three tests.
  2. Foundation Wall Backfill: At each compacted backfill layer, at least one test for every 100 feet (30 m) or less of wall length, but no fewer than two tests.
- F. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

### **3.15 PROTECTION**

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
  - I. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - I. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

### **3.16 DISPOSAL OF SURPLUS AND WASTE MATERIALS**

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.
- B. Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Architect.
  - I. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

**END OF SECTION 312000**

## SECTION 321313 - CONCRETE PAVING

### PART I - GENERAL

#### I.1 SUMMARY

- A. Section Includes:
  - 1. Slabs-on-grade.
  - 2. Walkways.
- B. Related Sections:
  - 1. Section 033000 "Cast-in-Place Concrete" for other applications of concrete.

#### I.2 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag.

#### I.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Other Action Submittals:
  - 1. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

#### I.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer of detectable warnings ready-mix concrete manufacturer and testing agency.
- B. Material Certificates: For the following, from manufacturer:
  - 1. Cementitious materials.
  - 2. Steel reinforcement and reinforcement accessories.
  - 3. Admixtures.
  - 4. Curing compounds.
  - 5. Applied finish materials.
  - 6. Bonding agent or epoxy adhesive.
  - 7. Joint fillers.
- C. Field quality-control reports.

## **I.5 QUALITY ASSURANCE**

- A. Detectable Warning Installer Qualifications: An employer of workers trained and approved by manufacturer of stamped concrete paving systems.
- B. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
  - I. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities" (Quality Control Manual - Section 3, "Plant Certification Checklist").
- C. Testing Agency Qualifications: Qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
  - I. Personnel conducting field tests shall be qualified as ACI Concrete Field-Testing Technician, Grade I, according to ACI CP-I or an equivalent certification program.
- D. Concrete Testing Service: Engage a qualified testing agency to perform material evaluation tests and to design concrete mixtures.
- E. ACI Publications: Comply with ACI 301 unless otherwise indicated.
- F. Preinstallation Conference: Conduct conference at Project site.
  - I. Review methods and procedures related to concrete paving, including but not limited to, the following:
    - a. Concrete mixture design.
    - b. Quality control of concrete materials and concrete paving construction practices.
  - 2. Require representatives of each entity directly concerned with concrete paving to attend, including the following:
    - a. Contractor's superintendent.
    - b. Independent testing agency responsible for concrete design mixtures.
    - c. Ready-mix concrete manufacturer.
    - d. Concrete paving subcontractor.
    - e. Manufacturer's representative for detectable warnings.

## **I.6 PROJECT CONDITIONS**

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

## PART 2 - PRODUCTS

### 2.1 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.
  - I. Use flexible or uniformly curved forms for curves with a radius of 100 feet or less.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

### 2.2 STEEL REINFORCEMENT

- A. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, fabricated from as-drawn steel wire into flat sheets.
- B. Deformed-Steel Welded Wire Reinforcement: ASTM A 497/A 497M, flat sheet.
- C. Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed.
- D. Tie Bars: ASTM A 615/A 615M, Grade 60, deformed.
- E. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified, and as follows:
  - I. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.

### 2.3 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of same type, brand, and source throughout Project:
  - I. Portland Cement: ASTM C 150, gray Portland cement Type II.
- B. Normal-Weight Aggregates: ASTM C 33, Class 4S, uniformly graded. Provide aggregates from a single source.
  - I. Maximum Coarse-Aggregate Size: 1 inch nominal.
  - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: Potable and complying with ASTM C 94/C 94M.
- D. Air-Entraining Admixture: ASTM C 260.



- E. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain less than 0.1% water-soluble chloride ions by mass of cementitious material.
  - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
  - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
  - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
  - 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
  - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
  - 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

## 2.4 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. dry [or] [cotton mats].
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular, film forming, manufactured for application to fresh concrete.
  - I. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. ChemMasters, Inc.
    - b. Sika Corporation.
    - c. SpecChem, LLC.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type I, Class B, dissipating.
  - I. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. ChemMasters, Inc.
    - b. SpecChem, LLC.
    - c. W.R. Meadows, Inc.

## 2.5 RELATED MATERIALS

- A. Expansion joint fillers: ½ inch thick Sonolastic® polyethylene closed-cell joint filler as manufactured by Sonneborn Building Products Division, ChemRex, Inc., or equal. Or Non-impregnated cane fiber-preformed filler is an acceptable substitute provided that a “Zip Strip” or similar device is used.

- B. Expansion joint sealant for all concrete pavement: Pour grade one-part elastomeric self-leveling polyurethane sealant, light gray in color to match concrete color, meeting ASTM C920, Type S, Grade P, Class 25; Sonolastic® SL I as manufactured by Sonneborn Building Products Division, ChemRex, Inc., or equal. Use compatible primer if sealant manufacturer recommends.
- C. Expansion joint sealant primer: Material recommended by the joint sealant manufacturer for adhesion to joint substrates indicated.
- D. Surface sealer: Transparent penetrating silane, water repellent and anti-spalling sealer specifically formulated to protect the concrete from moisture, salts and deicing chemicals; Provide sealer by one of the following manufacturers:
  - 1. Certi-Vex® Penseal 244 100% as manufactured by Vexcon Chemicals, Inc.,
  - 2. ChemMasters, Aquanil™ Plus 55
  - 3. Sealkrete, SS-10 Clear Silane-Siloxane waterproofer.

## 2.6 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.
  - 1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.
  - 2. When automatic machine placement is used, determine design mixtures and obtain laboratory test results that meet or exceed requirements.
- B. Proportion mixtures to provide normal-weight concrete with the following properties:
  - 1. Compressive Strength (28 Days): 5000 psi.
  - 2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.40.
  - 3. Slump Limit: 4 inches, plus or minus 1 inch.
- C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
  - 1. Air Content: 6% +/- 1.5% for 3/4-inch nominal maximum aggregate size.
- D. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.
  - 1. Use water-reducing admixture in concrete as required for placement and workability.
  - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
- E. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
  - 1. Fly Ash or Pozzolan: 25%.

## 2.7 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116M. Furnish batch certificates for each batch discharged and used in the Work.
  - 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proof-roll prepared subbase surface below concrete paving to identify soft pockets and areas of excess yielding.
  - 1. Completely proof-roll subbase in one direction. Limit vehicle speed to 3 mph.
  - 2. Proof-roll with a pneumatic-tired and loaded, 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
  - 3. Correct subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch according to requirements in Section 31 20 00 "Earth Moving."
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Remove loose material from compacted subbase surface immediately before placing concrete.

### 3.3 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

### 3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

### 3.5 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
  - 1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
  - 1. Continue steel reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of paving strips unless otherwise indicated.
  - 2. Provide tie bars at sides of paving strips where indicated.
  - 3. Butt Joints: Use bonding agent at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
  - 4. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated. When curb, gutter or sidewalk is not poured monolithically, provide expansion joints abuts the other.
  - 1. Curbs and Gutters: Provide 11/16-inch wide preformed expansion joint filler at the intervals of 20 feet along curb and gutter; at expansion joints in pavement; at moveable structures (such as bridges); and between curb or gutter and; structures, returns, and at 20-foot intervals along length of curb or gutter.
  - 2. Sidewalks: Provide 1/2-inch wide preformed expansion joint filler as follows:
    - a. Locate isolation joints at intervals of 20 feet unless otherwise indicated.
    - b. Extend joint fillers full width and depth of joint.
    - c. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
    - d. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
    - e. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.

- f. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated.
  - 1. Curbs and Gutters: Construct contraction joints at intervals of 10 feet on centers. Joint shall be not less than 1/8- inch and not more than 1/4- inch in width and have a depth of 1.5 inches.
  - 2. Sidewalks: Construct contraction joints at intervals of five feet on centers for a depth equal to at least one-fourth of the concrete thickness, as follows:
    - a. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.
- E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

### 3.6 CONCRETE PLACEMENT

- A. Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast-in.
- B. Remove snow, ice, or frost from subbase surface and steel reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- D. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.
- F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- G. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
  - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement dowels and joint devices.
- H. Screed paving surface with a straightedge and strike off.

- I. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- J. Curbs and Gutters: Use design mixture for automatic machine placement. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing.
- K. Slip-Form Paving: Use design mixture for automatic machine placement. Produce paving to required thickness, lines, grades, finish, and jointing.
  - I. Compact subbase and prepare subgrade of sufficient width to prevent displacement of slip-form paving machine during operations.
- L. Cold-Weather Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.I and the following:
  - I. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
  - 2. Do not use frozen materials or materials containing ice or snow.
  - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.
- M. Hot-Weather Placement: Comply with ACI 30I and as follows when hot-weather conditions exist:
  - I. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  - 2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
  - 3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

### 3.7 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared, and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
  - I. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.

### 3.8 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by curing compound as follows:
  - I. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas that have been subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating, and repair damage during curing period.
- F. Surface sealer
  - I. Apply as per manufactures directions.

### 3.9 PAVING TOLERANCES

- A. Comply with tolerances in ACI 117 and as follows:
  - 1. Elevation: 3/4 inch.
  - 2. Thickness: Plus 3/8 inch, minus 1/4 inch.
  - 3. Surface: Gap below 10-foot- long, unlevelled straightedge not to exceed 1/2 inch.
  - 4. Alignment of Tie-Bar End Relative to Line Perpendicular to Paving Edge: 1/2 inch per 12 inches of tie bar.
  - 5. Joint Spacing: 3 inches.
  - 6. Contraction Joint Depth: Plus 1/4 inch, no minus.
  - 7. Joint Width: Plus 1/8 inch, no minus.

### 3.10 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
  - I. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. or fraction thereof of each concrete mixture placed each day.

- a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
  2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
  3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
  4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when it is 80 deg F and above, and one test for each composite sample.
  5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
  6. Compressive-Strength Tests: ASTM C 39/C 39M; test one specimen at seven days and two specimens at 28 days.
    - a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- D. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
- F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.
- G. Concrete paving will be considered defective if it does not pass tests and inspections.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- I. Prepare test and inspection reports.
- 3.11 REPAIRS AND PROTECTION
- A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by the Owner's Representative.



- B. Drill test cores, where directed by, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with portland cement concrete bonded to paving with epoxy adhesive.
- C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION

## SECTION 323300 - SITE FURNISHINGS

### PART I - GENERAL

#### I.1 SUMMARY

- A. Section Includes:
  - 1. CPVC Fence.
- B. Related Requirements:
  - 1. Section 033000 "Cast-in-Place Concrete" for fence posts in concrete footings.
  - 2. Section 312000 "Earth Moving" for excavation for installing concrete footings.

#### I.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For footings, fencing and gates.
  - 1. Include plans, elevations, sections, gate locations, post spacing, and mounting attachment details.
  - 2. Fence post footings shall be designed as per manufacturer recommendation.
  - 3. The design of the fence shall be subject to review and approval by Landscape Architect.
- C. Samples: For each exposed product and for each color and texture specified.
- D. Samples for Initial Selection: For units with factory-applied finishes.
- E. Product Schedule: For site furnishings. Use same designations indicated on Drawings.

#### I.3 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For site furnishings manufactured with preservative-treated wood.
  - 1. Indicate type of preservative used and net amount of preservative retained. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.

#### I.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For site furnishings to include in maintenance manuals.

## PART 2 - PRODUCTS

### 2.1 6 FT HT CPVC FENCE WITH 2 FT HT LATTICE TOP

- A. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to the following:
- I. Manufacturer: Walpole Outdoors
    - a. Fence Type: 6 FT HT Universal Board Fence with 2 FT HT Lattice Top
    - b. Material: CPVC
    - c. Color: White

\*\*\*\*\* [OR] \*\*\*\*\*

2. Approved Equal

### 2.2 MATERIALS

- A. Aluminum: Alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated; free of surface blemishes and complying with the following:
1. Rolled or Cold-Finished Bars, Rods, and Wire: ASTM B211.
  2. Extruded Bars, Rods, Wire, Profiles, and Tubes: ASTM B221.
  3. Structural Pipe and Tube: ASTM B429/B429M.
  4. Sheet and Plate: ASTM B209.
  5. Castings: ASTM B26/B26M.
- B. Stainless Steel: Free of surface blemishes and complying with the following:
1. Sheet, Strip, Plate, and Flat Bars: ASTM A240/A240M or ASTM A666.
- C. Wood: Surfaced smooth on four sides with eased edges; kiln dried, free of knots, solid stock of species indicated.
1. Wood Species: Manufacturer's standard.
    - a. Eastern White Cedar: Select Grade or better.
- D. Plastic: Color impregnated, color and UV-light stabilized, and mold resistant.
1. Polyethylene: Fabricated from virgin plastic HDPE resin.
- E. Anchors, Fasteners, Fittings, and Hardware: Manufacturer's standard, corrosion-resistant-coated or noncorrodible materials; commercial quality.
- F. Nonshrink, Nonmetallic Grout: Premixed, factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107/C1107M; recommended in writing by manufacturer, for exterior applications.

- G. Erosion-Resistant Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with potable water at Project site to create pourable anchoring, patching, and grouting compound; resistant to erosion from water exposure without needing protection by a sealer or waterproof coating; recommended in writing by manufacturer, for exterior applications.
- H. Galvanizing: Where indicated for steel and iron components, provide the following protective zinc coating applied to components after fabrication:
  - 1. Zinc-Coated Tubing: External, zinc with organic overcoat, consisting of a minimum of 0.9 oz./sq. ft. of zinc after welding, a chromate conversion coating, and a clear, polymer film. Internal, same as external or consisting of 81 percent zinc pigmented coating, not less than 0.3 mil thick.
  - 2. Hot-Dip Galvanizing: According to ASTM A123/A123M, ASTM A153/A153M, or ASTM A924/A924M.

## 2.3 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment: Pressure-treat wood according to AWWA UI, Use Category UC3b, and the following:
  - 1. Use preservative chemicals acceptable to authorities having jurisdiction and containing no arsenic or chromium. Use chemical formulations that do not bleed through or otherwise adversely affect finishes. Do not use colorants to distinguish treated materials from untreated materials.
  - 2. Kiln-dry lumber and plywood after treatment to a maximum moisture content, respectively, of 19 and 15 percent. Do not use materials that are warped or do not comply with requirements for untreated materials.

## 2.4 FABRICATION

- A. Metal Components: Form to required shapes and sizes with true, consistent curves, lines, and angles. Separate metals from dissimilar materials to prevent electrolytic action.
- B. Preservative-Treated Wood Components: Complete fabrication of treated items before treatment if possible. If cut after treatment, apply field treatment complying with AWWA M4 to cut surfaces.
- C. Exposed Surfaces: Polished, sanded, or otherwise finished; all surfaces smooth, free of burrs, barbs, splinters, and sharpness; all edges and ends rolled, rounded, or capped.
- D. Factory Assembly: Factory assemble components to greatest extent possible to minimize field assembly. Clearly mark units for assembly in the field.

## 2.5 GENERAL FINISH REQUIREMENTS

- A. Appearance of Finished Work: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## 2.6 ALUMINUM FINISHES

- A. Powder-Coat Finish: Manufacturer's standard polyester powder-coat finish complying with finish manufacturer's written instructions for surface preparation, including pretreatment, application, baking, and minimum dry film thickness.

## 2.7 STAINLESS STEEL FINISHES

- A. Surface Preparation: Remove tool and die marks and stretch lines, or blend into finish.
- B. Polished Finishes: Grind and polish surfaces to produce uniform finish, free of cross scratches.
  - 1. Run directional finishes with long dimension of each piece.
  - 2. Directional Satin Finish: ASTM A480/A480M, No 4.
  - 3. Dull Satin Finish: ASTM A480/A480M, No. 6.

# PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 INSTALLATION

- A. Comply with manufacturer's written installation instructions unless more stringent requirements are indicated. Complete field assembly of site furnishings where required.
- B. Unless otherwise indicated, install site furnishings after landscaping and paving have been completed.
- C. Install site furnishings level, plumb, true, and securely anchored at locations indicated on Drawings.

- D. Posts Set into Voids in Concrete: Form or core-drill holes for installing posts in concrete to depth recommended in writing by manufacturer of site furnishings and 3/4 inch larger than OD of post. Clean holes of loose material, insert posts, and fill annular space between post and concrete with nonshrink, nonmetallic grout or anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions, with top smoothed and shaped to shed water.

END OF SECTION 323300

## SECTION 329113 - SOIL PREPARATION

### PART 1 - GENERAL

#### I.1 SUMMARY

A. Section Includes:

1. Planting soils specified by composition of the mixes.

B. Related Requirements:

1. Section 329200 "Turf and Grasses" for placing planting soil for turf grass sod and seeded grasses.
2. Section 329300 "Plants" for placing planting soil for plantings.

#### I.2 DEFINITIONS

- A. Backfill: The earth used to replace or the act of replacing earth in an excavation. This can be amended or unamended soil as indicated.
- B. Compost: The product resulting from the controlled biological decomposition of organic material that has been sanitized through the generation of heat and stabilized to the point that it is beneficial to plant growth.
- C. Imported Soil: Soil that is transported to Project site for use.
- D. Manufactured Soil: Soil produced by blending soils, sand, stabilized organic soil amendments, and other materials in a manufacturing facility, to produce planting soil.
- E. NAPT: North American Proficiency Testing Program. An SSSA program to assist soil-, plant-, and water-testing laboratories through interlaboratory sample exchanges and statistical evaluation of analytical data.
- F. Organic Matter: The total of organic materials in soil exclusive of undecayed plant and animal tissues, their partial decomposition products, and the soil biomass; also called "humus" or "soil organic matter."
- G. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified as specified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- H. SSSA: Soil Science Society of America.

- I. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.
- J. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
- K. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil"; but in disturbed areas such as urban environments, the surface soil can be subsoil.
- L. Topsoil: Soil that is present at the top layer of the existing soil profile.
- M. USCC: U.S. Composting Council.

### **I.3 QUALITY ASSURANCE**

- A. Testing Agency Qualifications: An independent, state-operated, or university-operated laboratory; experienced in soil science, soil testing, and plant nutrition; with the experience and capability to conduct the testing indicated; and that specializes in types of tests to be performed.

### **I.4 FIELD CONDITIONS**

- A. It is assumed that on-site topsoil is not sufficient to meet project needs. The Contractor shall supply imported topsoil. Topsoil testing: Topsoil used on this project shall be tested and approved before placement.
- B. Planting Soil:
  - 1. Provide 6 inches settled depth planting soil in turfgrass areas.
  - 2. Provide 12 inches settled depth planting soil in planting beds and planting pits. Use planting soil as backfill for planting pits.

### **I.5 PRECONSTRUCTION TESTING**

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction soil analyses on imported soil.
  - 1. Notify Architect seven days in advance of the dates and times when samples will be taken.
- B. Preconstruction Soil Analyses: For each unamended soil type, perform testing on soil samples and furnish soil analysis and a written report containing soil-amendment and fertilizer recommendations by a qualified testing agency performing the testing according to "Soil-Sampling Requirements" and "Testing Requirements" articles.



1. Have testing agency identify and label samples and test reports according to sample collection and labeling requirements.

#### **I.6 SOIL-SAMPLING REQUIREMENTS**

- A. General: Extract soil samples according to requirements in this article.
- B. Sample Collection and Labeling: Have samples taken and labeled by Contractor in presence of Architect under the direction of the testing agency.
  1. Number and Location of Samples: Minimum of two representative soil samples from varied locations of suppliers' material stockpile for each soil to be used or amended for landscaping purposes.
  2. Procedures and Depth of Samples: According to USDA-NRCS's "Field Book for Describing and Sampling Soils."
  3. Division of Samples: Split each sample into two, equal parts. Send half to the testing agency and submit half to Owner for its records.
  4. Labeling: Label each sample with the date, location keyed to a site plan or other location system, visible soil condition, and sampling depth.

#### **I.7 TESTING REQUIREMENTS**

- A. General: Perform tests on soil samples according to requirements in this article.
- B. Testing Standard of quality: Standard Package Soil Health Analysis with Soluble Salts testing as offered by Cornell Soil Health Laboratory, or equal.
- C. Physical Testing:
  1. Soil Texture: Soil-particle, size-distribution analysis by one of the following methods according to SSSA's "Methods of Soil Analysis - Part I-Physical and Mineralogical Methods":
    - a. Sieving Method: Report sand-gradation percentages for very coarse, coarse, medium, fine, and very fine sand; and fragment-gradation (gravel) percentages for fine, medium, and coarse fragments; according to USDA sand and fragment sizes.
    - b. Hydrometer Method: Report percentages of sand, silt, and clay.
  2. Available Water Capacity.
  3. Wet Aggregate Stability.
- D. Fertility Testing: Soil-fertility analysis according to standard laboratory protocol of SSSA NAPT NEC-67, including the following:
  1. Percentage of organic matter.
  2. Soil reaction (acidity/alkalinity pH value).
  3. Nitrogen ppm.
  4. Phosphorous ppm.
  5. Potassium ppm.

6. Manganese ppm.
  7. Manganese-availability ppm.
  8. Zinc ppm.
  9. Zinc availability ppm.
  10. Copper ppm.
  11. Sodium ppm and sodium absorption ratio.
  12. Soluble-salts ppm.
- E. Organic-Matter Content: Analysis using loss-by-ignition method according to SSSA's "Methods of Soil Analysis - Part 3-Chemical Methods."
- F. Recommendations: Based on the test results, state recommendations for soil treatments and soil amendments to be incorporated to produce satisfactory planting soil suitable for healthy, viable plants indicated. Include, at a minimum, recommendations for nitrogen, phosphorous, and potassium fertilization, and for micronutrients.
1. Fertilizers and Soil Amendment Rates: State recommendations in weight per 1000 sq. ft. (100 sq. m) for 6-inch (150-mm) depth of soil.

## **1.8 DELIVERY, STORAGE, AND HANDLING**

- A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and compliance with state and Federal laws if applicable.
- B. Bulk Materials:
1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
  2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
  3. Do not move or handle materials when they are wet or frozen.
  4. Accompany each delivery of bulk fertilizers and soil amendments with appropriate certificates.

## **PART 2 - PRODUCTS**

### **2.1 PLANTING SOILS SPECIFIED BY COMPOSITION**

- A. General: Soil amendments, fertilizers, and rates of application specified in this article are guidelines that may need revision based on testing laboratory's recommendations after preconstruction soil analyses are performed.
- B. Planting-Soil for turf areas and planting areas.: Imported, naturally formed topsoil from off-site sources and modified with compost to produce planting soil. Topsoil shall be modified by amendments to meet specified requirements for plant establishment as indicated by

preconstruction soil testing results. Topsoil shall be mixed with the amendments in the composition listed to prepare planting soil.

- I. Topsoil: Natural, friable soil, containing not less than 3% or more than 20% organic material with a pH between 5.8 and 7.0.
  - a. Sandy loam gradation as follows:
 

Sieve Size Designation	Percent Passing By Weight
2 inch	100
1 inch	85 to 100
1/4 inch	65 to 100
No. 200 mesh	20 to 80
  - b. Uniform in composition and texture, clean, free from frost, subsoil, clay lumps, stones, and other objects over 2 inches in diameter, and without weeds, roots, trash, and other objectionable or extraneous materials harmful to plant growth.
  - c. Obtain imported topsoil from naturally well-drained sites where topsoil occurs at least 4 inches deep. Topsoil is not acceptable from a bog or marsh area.
  - d. Unacceptable Materials: Concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.
  - e. Unsuitable Materials: Stones, roots, plants, sod, clay lumps, and pockets of coarse sand that exceed a combined maximum of 8 percent by dry weight of the imported soil.
2. Planting Soil Composition: Blend imported, unamended topsoil with the following soil amendments in the following quantities to produce planting soil:
  - a. Ratio of Loose Compost to Topsoil: 1:5 by volume.

## 2.2 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:
  1. Class: O, with a minimum of 95 percent passing through No. 8 (2.36-mm) sieve and a minimum of 55 percent passing through a No. 60 (0.25-mm) sieve.
  2. Form: Provide lime in form of ground dolomitic limestone.
- B. Sulfur: Granular, biodegradable, and containing a minimum of 90 percent elemental sulfur, with a minimum of 99 percent passing through a No. 6 (3.35-mm) sieve and a maximum of 10 percent passing through a No. 40 (0.425-mm) sieve.
- C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
- D. Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through a No. 50 (0.30-mm) sieve.

- E. Sand: Clean, washed, natural or manufactured, free of toxic materials, and according to ASTM C 33/C 33M.

### PART 3 - EXECUTION

#### 3.1 GENERAL

- A. Place planting soil and fertilizers according to requirements in other Specification Sections.
- B. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in planting soil.
- C. Proceed with placement only after unsatisfactory conditions have been corrected.

#### 3.2 PLACING AND MIXING PLANTING SOIL OVER EXPOSED SUBGRADE

- A. General: Apply and mix unamended topsoil with amendments on-site to produce required planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.
- B. Subgrade Preparation: Till subgrade to a minimum depth of 6 inches. Remove stones larger than 1-1/2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
  - I. Apply, add soil amendments, and mix approximately half the thickness of unamended soil over prepared, loosened subgrade according to "Mixing" Paragraph below. Mix thoroughly into top 2 inches of subgrade. Spread remainder of planting soil.
- C. Mixing: Spread unamended soil to total depth of 6 inches, but not less than required to meet finish grades after mixing with amendments and natural settlement. Do not spread if soil or subgrade is frozen, muddy, or excessively wet.
  - I. Lifts: Apply and mix unamended soil and amendments in lifts not exceeding 8 inches in loose depth for material compacted by compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- D. Compaction: Compact each blended lift of planting soil to 80 percent of maximum Standard Proctor density according to ASTM D 698.
- E. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

### 3.3 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Perform the following tests:
  - 1. Compaction: Test planting-soil compaction after placing each lift and at completion using a densitometer or soil-compaction meter calibrated to a reference test value based on laboratory testing according to ASTM D 698. Space tests at no less than one for each 2000 sq. ft. of in-place soil or part thereof.
  - 2. Performance Testing: For each amended planting-soil type, demonstrating compliance with specified performance requirements. Perform testing according to "Soil-Sampling Requirements" and "Testing Requirements" articles.
- C. Soil will be considered defective if it does not pass tests.
- D. Prepare test and inspection reports.
- E. Label each sample and test report with the date, location keyed to a site plan or other location system, visible conditions when and where sample was taken, and sampling depth.

### 3.4 PROTECTION

- A. Protect areas of in-place soil from additional compaction, disturbance, and contamination. Prohibit the following practices within these areas except as required to perform planting operations:
  - 1. Storage of construction materials, debris, or excavated material.
  - 2. Parking vehicles or equipment.
  - 3. Vehicle traffic.
  - 4. Foot traffic.
  - 5. Erection of sheds or structures.
  - 6. Impoundment of water.
  - 7. Excavation or other digging unless otherwise indicated.
- B. If planting soil or subgrade is over compacted, disturbed, or contaminated by foreign or deleterious materials or liquids, remove the planting soil and contamination; restore the subgrade as directed by Architect and replace contaminated planting soil with new planting soil.

### 3.5 CLEANING

- A. Protect areas adjacent to planting-soil preparation and placement areas from contamination. Keep adjacent paving and construction clean and work area in an orderly condition.

- B. Remove surplus soil and waste material including excess subsoil, unsuitable materials, trash, and debris and legally dispose of them off Owner's property unless otherwise indicated.
  - I. Dispose of excess subsoil and unsuitable materials on-site where directed by Owner.

END OF SECTION

## **SECTION 329200 - TURF AND GRASSES**

### **PART I - GENERAL**

#### **I.1 SUMMARY**

- A. Section Includes:
  - 1. Sodding.
  - 2. Erosion-control materials.

#### **I.2 DEFINITIONS**

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- C. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- D. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and fertilizers to produce a soil mixture best for plant growth. See Section 329113 "Soil Preparation" and drawing designations for planting soils.
- E. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

#### **I.3 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For landscape Installer.
- B. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture, stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
  - 1. Certification of each seed mixture for turfgrass sod. Include identification of source and name and telephone number of supplier.
- C. Product Certificates: For fertilizers, from manufacturer.
- D. Pesticides and Herbicides: Product label and manufacturer's application instructions specific to Project.
- E. Sample warranty: For special warranty

#### **I.4 CLOSEOUT SUBMITTALS**

- A. Maintenance Data: Recommended procedures to be established by Owner for maintenance of turfgrass sod area during a calendar year. Submit before expiration of required maintenance periods.

#### **I.5 QUALITY ASSURANCE**

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful Turf establishment.

1. Professional Membership: Installer shall be a member in good standing of either the National Association of Landscape Professionals or AmericanHort.
2. Experience: Five years' experience in turf installation.
3. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
4. Personnel Certifications: Installer's personnel assigned to the Work shall have certification in one of the following categories from the National Association of Landscape Professionals:
  - a. Landscape Industry Certified Technician - Exterior.
  - b. Landscape Industry Certified Lawn Care Manager.
  - c. Landscape Industry Certified Lawn Care Technician.
5. Pesticide Applicator: State licensed, commercial.

#### **I.6 DELIVERY, STORAGE, AND HANDLING**

- A. Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" sections in TPI's "Guideline Specifications to Turfgrass Sodding." Deliver sod within 24 hours of harvesting and in time for planting promptly. Protect sod from breakage and drying.
- B. Bulk Materials:
  1. Do not dump or store bulk materials near structures, utilities, walkways, and pavements, or on existing turf areas or plants.
  2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
  3. Accompany each delivery of bulk materials with appropriate certificates.

#### **I.7 FIELD CONDITIONS**

- A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of Substantial Completion.
  1. Spring Planting: March 15<sup>th</sup> – May 31<sup>st</sup>.
  2. Fall Planting: October 15<sup>th</sup> – December 31<sup>st</sup>.
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

#### **I.8 WARRANTY**

- A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
  1. Failures include, but are not limited to, the following:
    - a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner.
  2. Warranty Periods: From date of Substantial Completion.
    - a. Turfgrass sod areas: 12 months

### **PART 2 - PRODUCTS**

#### **2.1 TURFGRASS SOD**

- A. Turfgrass Sod: Approved and conforming to the National Turfgrass Evaluation Program (NTEP) standards, complying with "Specifications for Turfgrass Sod Materials" in TPI's "Guideline Specifications



to Turfgrass Sodding." Furnish viable sod of uniform density, color, and texture that is strongly rooted and capable of vigorous growth and development when planted.

- B. Turfgrass Species, Cool-Season Grass: Sod of grass species as follows or approved equal, with not less than 85 percent germination, not less than 95 percent pure seed, and not more than 0.5 percent weed seed:
  - I. Preferred Seed, Buffalo, NY – Cornell Classic Grass Seed Mix
    - a. Kentucky Bluegrass – 65%
    - b. Improved Ryegrass – 20%
    - c. Firefly Hard Fescue – 15%

## **2.2 FERTILIZERS**

- A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
  - I. Composition:
    - a. 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
- B. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
  - I. Composition:
    - a. 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
    - b. Nitrogen, phosphorus, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

## **2.3 MULCHES**

- A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.
- B. Fiber Mulch: Biodegradable, dyed-wood, cellulose-fiber mulch; nontoxic and free of plant-growth or germination inhibitors; with a maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.
- C. Nonasphaltic Tackifier: Colloidal tackifier recommended by fiber-mulch manufacturer for slurry application; nontoxic and free of plant-growth or germination inhibitors.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine areas to be planted for compliance with requirements and other conditions affecting installation and performance of the Work.
  - 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
  - 2. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
  - 3. Uniformly moisten excessively dry soil that is not workable, or which is dusty.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.

### **3.2 PREPARATION**

- A. Protect structures, utilities; sidewalks; pavements; and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
  - 1. Protect adjacent and adjoining areas from hydroseeding and hydromulching overspray.
  - 2. Protect grade stakes set by others until directed to remove them.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

### **3.3 TURFGRASS SOD AREAS PREPARATION**

- A. General: Prepare planting area for soil placement and mix planting soil according to Section 329113 "Soil Preparation."
- B. Placing Planting Soil: Place and mix planting soil in place over exposed subgrade.
  - 1. Reduce elevation of planting soil to allow for soil thickness of sod.
- C. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- D. Before planting, obtain Landscape Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

### **3.4 SODDING**

- A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.
- B. Lay sod to form a solid mass with tightly fitted joints. But the ends and sides of sod do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to soil or sod during installation. Tamp and roll lightly to ensure contact with soil, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.
  - 1. Lay sod across slopes exceeding 1:3.
  - 2. Anchor sod with steel staples spaced as recommended by sod manufacturer but not less than two anchors per sod strip to prevent slippage.
- C. Saturate sod with fine water spray within two hours of planting. During the first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches below sod.

### **3.5 TURFGRASS SOD AND SEEDED LAWN AREAS MAINTENANCE**

- A. General: Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
  - 1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
  - 2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
  - 3. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.

- B. Watering: Install and maintain temporary piping, hoses, and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 4 inches.
  - 1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
  - 2. Water turf with fine spray at a minimum rate of 1 inch per week unless rainfall precipitation is adequate.
- C. Mow turf as soon as the top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than one-third of grass height. Remove no more than one-third of grass-leaf growth in initial or subsequent mowing. Do not delay mowing until grass blades bend over and become matted. Do not mow when the grass is wet. Schedule initial and subsequent mowing to maintain the following grass height:
  - 1. Mow Kentucky bluegrass chewings red fescue to a height of 1-1/2 to 2 inches.
- D. Turf Postfertilization: Apply slow-release fertilizer after fifth mowing and when grass is dry.
  - 1. Use fertilizer that provides actual nitrogen of at least 1 lb/1000 sq. ft. to turf area.

### **3.6 SATISFACTORY TURF**

- A. Turf installations shall meet the following criteria as determined by Landscape Architect:
  - 1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches (125 by 125 mm).
  - 2. Satisfactory Sodded Turf: At end of maintenance period, a healthy, well-rooted, even-colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.
- B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

### **3.7 CLEANUP AND PROTECTION**

- A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.
- C. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.
- D. Remove nondegradable erosion-control measures after grass establishment period.

### **3.8 MAINTENANCE SERVICE**

- A. Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in "Turf Maintenance" Article. Begin maintenance immediately after each area is planted and continue until acceptable turf is established, but for not less than the following periods:
  - 1. Sodded Turf: 60 days from date of Substantial Completion.

END OF SECTION

## SECTION 329300 - PLANTS

### PART I - GENERAL

#### I.1 SUMMARY

- A. Section Includes:
  - I. Plants
- B. Related Requirements:
  - I. Section 015639 "Temporary Tree and Plant Protection" for protecting, trimming, pruning, repairing, and replacing existing trees to remain that interfere with, or are affected by, execution of the Work.

#### I.2 DEFINITIONS

- A. Backfill: The earth used to replace or the act of replacing earth in an excavation.
- B. Balled and Burlapped Stock: Plants dug with firm, natural balls of earth in which they were grown, with a ball size not less than diameter and depth recommended by ANSI Z60.1 for type and size of plant required; wrapped with burlap, tied, rigidly supported, and drum laced with twine with the root flare visible at the surface of the ball as recommended by ANSI Z60.1.
- C. Container-Grown Stock: Healthy, vigorous, well-rooted plants grown in a container, with a well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required.
- D. Finish Grade: Elevation of finished surface of planting soil.
- E. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant. Some sources classify herbicides separately from pesticides.
- F. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- G. Planting Area: Areas to be planted.
- H. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- I. Plant; Plants; Plant Material: These terms refer to vegetation in general, including trees, shrubs, vines, ground covers, ornamental grasses, bulbs, corms, tubers, or herbaceous vegetation.

- J. Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.
- K. Stem Girdling Roots: Roots that encircle the stems (trunks) of trees below the soil surface.
- L. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

### I.3 COORDINATION

- A. Coordination with Turf Areas (Lawns): Plant trees, shrubs, and other plants after finish grades are established and before planting turf areas unless otherwise indicated.
  - 1. When planting trees, shrubs, and other plants after planting turf areas, protect turf areas, and promptly repair damage caused by planting operations.

### I.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Plant Materials: Include quantities, sizes, quality, and sources for plant materials.
  - 2. Plant Photographs: Include color photographs in digital format of each required species and size of plant material as it will be furnished to Project. Take photographs from an angle depicting true size and condition of the typical plant to be furnished. Include a scale rod or other measuring device in each photograph. For species where more than 20 plants are required, include a minimum of three photographs showing the average plant, the best quality plant, and the worst quality plant to be furnished. Identify each photograph with the full scientific name of the plant, plant size, and name of the growing nursery.
- B. Samples for Verification: For each of the following:
  - 1. Compost Mulch: 1-pint volume of each organic mulch required; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of color, texture, and organic makeup.
  - 2. Weed Control Barrier: 12 by 12 inches.

### I.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For landscape Installer. Include list of similar projects completed by Installer demonstrating Installer's capabilities and experience. Include project names, addresses, and year completed, and include names and addresses of owners' contact persons.
- B. Product Certificates: For each type of manufactured product, from manufacturer, and complying with the following:
  - 1. Manufacturer's certified analysis of standard products.

2. Analysis of other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.

## I.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: Recommended procedures to be established by Owner for maintenance of plants during a calendar year. Submit before expiration of required maintenance periods.

## I.7 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in the successful establishment of plants.
  1. Professional Membership: Installer shall be a member in good standing of either the National Association of Landcare Professional (NAPL) or the New York State Nursery and Landscape Association (NYSNLA).
  2. Experience: Five years' experience in landscape installation.
  3. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
  1. Personnel Certifications: Installer's field supervisor and personnel assigned to the Work shall have certification in one of the following categories from the NAPL or NYSNLA:
    - a. Landscape Industry Certified Exterior Technician.
    - b. Landscape Industry Certified Horticultural Technician.
    - c. Certified Nursery and Landscape Professional.
- B. Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.
- C. Measurements: Measure according to ANSI Z60.1. Do not prune to obtain required sizes.
  1. Trees and Shrubs: Measure with branches and trunks or canes in their normal position. Take height measurements from or near the top of the root flare for field-grown stock and container-grown stock. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip to tip. Take caliper measurements 6 inches above the root flare for trees up to 4-inch caliper size, and 12 inches above the root flare for larger sizes.
  2. Other Plants: Measure with stems, petioles, and foliage in their normal position.
- D. Plant Material Observation: Architect may observe plant material either at place of growth or at site before planting for compliance with requirements for genus, species, variety, cultivar, size, and quality. Architect may also observe trees and shrubs further for size and condition of balls and root systems, pests, disease symptoms, injuries, and latent defects and may reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.
  1. Notify Architect of sources of planting materials [seven] <Insert number> days in advance of delivery to site.

## **I.8 DELIVERY, STORAGE, AND HANDLING**

- A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws if applicable.
- B. Bulk Materials:
  - 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
  - 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
  - 3. Accompany each delivery of bulk materials with appropriate certificates.
- C. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.
- D. Handle planting stock by root ball.
- E. Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling, and transportation.
  - 1. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.
- F. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.
- G. Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.
  - 1. Heel-in bare-root stock. Soak roots that are in less than moist condition in water for two hours. Reject plants with dry roots.
  - 2. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
  - 3. Do not remove container-grown stock from containers before time of planting.
  - 4. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly wet condition.

**I.9 FIELD CONDITIONS**

- A. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.
- B. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.
  - 1. Spring Planting: April 1 – May 30.
  - 2. Fall Planting: August 16 – October 15.
- C. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions and warranty requirements.

**I.10 WARRANTY**

- A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, or growth within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner.
    - b. Structural failures including plantings falling or blowing over.
    - c. Faulty performance of tree stabilization.
    - d. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
  - 2. Warranty Periods: From date of substantial completion.
    - a. All plantings: 12 months.
  - 3. Include the following remedial actions as a minimum:
    - a. Immediately remove dead plants and replace unless required to plant in the succeeding planting season.
    - b. Replace plants that are dead or in an unhealthy condition as determined by the Landscape Architect or Owner's representative at end of warranty period.
    - c. A limit of one replacement of each plant is required except for losses or replacements due to failure to comply with requirements.
    - d. Provide extended warranty for period equal to original warranty period, for replaced plant material.



## PART 2 - PRODUCTS

### 2.1 PLANT MATERIAL

- A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant List, Plant Schedule, or Plant Legend indicated on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.
  - 1. Trees with damaged, crooked, or multiple leaders; tight vertical branches where bark is squeezed between two branches or between branch and trunk ("included bark"); crossing trunks; cut-off limbs more than 3/4 inch in diameter; or with stem girdling roots are unacceptable.
  - 2. Collected Stock: Do not use plants harvested from the wild, from native stands, from an established landscape planting, or not grown in a nursery unless otherwise indicated.
- B. Provide plants of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of plants required. Plants of a larger size may be used if acceptable to Architect, with a proportionate increase in size of roots or balls.
- C. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which begins at root flare according to ANSI Z60.1. Root flare shall be visible before planting.
- D. Labeling: Label at least one plant of each variety, size, and caliper with a securely attached, waterproof tag bearing legible designation of common name and full scientific name, including genus and species. Include nomenclature for hybrid, variety, or cultivar, if applicable for the plant.
- E. If formal arrangements or consecutive order of plants is indicated on Drawings, select stock for uniform height and spread, and number the labels to assure symmetry in planting.

### 2.2 FERTILIZERS

- A. Planting Tablets: Tightly compressed chip-type, long-lasting, slow-release, commercial-grade planting fertilizer in tablet form. Tablets shall break down with soil bacteria, converting nutrients into a form that can be absorbed by plant roots.
  - 1. Size: 5-gram tablets.
  - 2. Nutrient Composition: 20 percent nitrogen, 10 percent phosphorous, and 5 percent potassium, by weight plus micronutrients.

### 2.3 MULCHES

- A. Organic Mulch: Free from deleterious materials and suitable as a top dressing of trees and plants, consisting of one of the following:

1. Type: Shredded hardwood.
2. Size Range: 3 inches maximum, 1/2 inch minimum.
3. Color: Natural.

## 2.4 WEED-CONTROL BARRIERS

- A. Nonwoven Geotextile Filter Fabric: Polypropylene or polyester fabric, 3 oz./sq. yd. minimum, composed of fibers formed into a stable network so that fibers retain their relative position. Fabric shall be inert to biological degradation and resist naturally encountered chemicals, alkalis, and acids.

## 2.5 LANDSCAPE EDGINGS

- A. Steel Edge: Standard commercial-steel edging, fabricated in sections of standard lengths, with loops stamped from or welded to face of sections to receive stakes.
  1. Edging Size: 3/16 inch thick by 4 inches deep.
  2. Stakes: Tapered steel, a minimum of 12 inches long.
  3. Accessories: Standard tapered ends, corners, and splicers.
  4. Finish: Manufacturer's standard paint.
    - a. Paint Color: Black.

## 2.6 MISCELLANEOUS PRODUCTS

- A. Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions.
- B. Burlap: Non-synthetic, biodegradable.
- C. Mycorrhizal Fungi: Dry, granular inoculant containing at least 5300 spores per lb of vesicular-arbuscular mycorrhizal fungi and 95 million spores per lb of ectomycorrhizal fungi, 33 percent hydrogel, and a maximum of 5.5 percent inert material.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas to receive plants, with Installer present, for compliance with requirements and conditions affecting installation and performance of the Work.
  1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.

2. Verify that plants and vehicles loaded with plants can travel to planting locations with adequate overhead clearance.
  3. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
  4. Uniformly moisten excessively dry soil that is not workable or which is dusty.
- B. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.
- B. If required, install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Landscape Architect's acceptance of layout before excavating or planting. Make minor adjustments as required.

### 3.3 PLANTING AREA ESTABLISHMENT

- A. General: Prepare planting area for soil placement and mix planting soil according to Section 329113 "Soil Preparation."
- B. Placing Planting Soil: Place and mix planting soil in-place over exposed subgrade as specified in Section 329113 "Soil Preparation."
- C. Before planting, obtain Landscape Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

### 3.4 EXCAVATION FOR SHRUBS

- A. Planting Pits and Trenches: Excavate circular planting pits.
1. Excavate planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are unacceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.
  2. Excavate approximately three times as wide as ball diameter for **[balled and burlapped]** **[balled and potted]** **[container-grown]** **[fabric bag-grown]** stock.
  3. Excavate at least 12 inches wider than root spread and deep enough to accommodate vertical roots for bare-root stock.

4. Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.
  5. If area under the plant was initially dug too deep, add soil to raise it to the correct level and thoroughly tamp the added soil to prevent settling.
  6. Maintain angles of repose of adjacent materials to ensure stability. Do not excavate subgrades of adjacent paving, structures, hardscapes, or other new or existing improvements.
  7. Maintain supervision of excavations during working hours.
  8. Keep excavations covered or otherwise protected [overnight] [after working hours] [when unattended by Installer's personnel].
  9. If drain tile is indicated on Drawings or required under planting areas, excavate to top of porous backfill over tile.
- B. Backfill Soil: Subsoil and topsoil removed from excavations may not be used as backfill soil unless otherwise indicated.
- C. Obstructions: Notify Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
1. Hardpan Layer: Drill 6-inch-diameter holes, 24 inches apart, into free-draining strata or to a depth of 10 feet, whichever is less, and backfill with free-draining material.
- D. Drainage: Notify Landscape Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub planting pits.
- E. Fill excavations with water and allow to percolate away before positioning trees and shrubs.

### 3.5 SHRUB PLANTING

- A. Inspection: At time of planting, verify that root flare is visible at top of root ball according to ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements.
- B. Roots: Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.
- C. Balled and Burlapped Stock: Set each plant plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.
1. Backfill: Planting soil.
  2. After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops of root balls and from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
  3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
  4. Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.

- a. Quantity: One per plant.
  5. Continue backfilling process. Water again after placing and tamping final layer of soil.
- D. Container-Grown Stock: Set each plant plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.
1. Carefully remove root ball from container without damaging root ball or plant.
  2. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
  3. Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.
  4. Quantity: As indicated on Drawings.
  5. Continue backfilling process. Water again after placing and tamping final layer of soil.

### 3.6 SHRUB PRUNING

- A. Remove only dead, dying, or broken branches. Do not prune for shape.
- B. Prune, thin, and shape trees, shrubs, and vines as directed by Architect.
- C. Prune, thin, and shape trees, shrubs, and vines according to standard professional horticultural and arboricultural practices. Unless otherwise indicated by Architect, do not cut tree leaders; remove only injured, dying, or dead branches from trees and shrubs; and prune to retain natural character.
- D. Do not apply pruning paint to wounds.

### 3.7 INSTALLATION OF LANDSCAPE EDGINGS

- A. Steel Edge: Install steel edging where indicated in accordance with manufacturer's written instructions. Anchor with steel stakes spaced approximately 30 inches (760 mm) apart, driven below top elevation of edging.

### 3.8 PLANTING AREA MULCHING

- A. Install weed-control barriers before mulching according to manufacturer's written instructions. Completely cover area to be mulched, overlapping edges a minimum of 6 inches and secure seams with galvanized pins.
- B. Mulch backfilled surfaces of planting areas and other areas indicated.
  1. Organic Mulch in Planting Areas: Apply 3 inches average thickness of organic mulch over whole surface of planting area and finish level with adjacent finish grades. Do not place mulch within 3 inches of trunks or stems.

### 3.9 PLANT MAINTENANCE

- A. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings.
- B. Fill in, as necessary, soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.
- C. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated pest management practices when possible to minimize use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

### 3.10 REPAIR AND REPLACEMENT

- A. General: Repair or replace existing or new trees and other plants that are damaged by construction operations, in a manner approved by the Landscape Architect or Owner's representative.
  - 1. Submit details of proposed pruning and repairs.
  - 2. Perform repairs of damaged trunks, branches, and roots within 24 hours, if approved.
  - 3. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by the Landscape Architect or Owner's representative.
- B. Remove and replace trees and other plants that are dead or in an unhealthy condition before the end of the corrections period or are damaged during construction operations that Landscape Architect determines are incapable of restoring to normal growth pattern.
  - 1. Provide new trees or other plants of same size.
  - 2. Species of Replacement Trees: Same species being replaced.

### 3.11 CLEANING AND PROTECTION

- A. During planting, keep adjacent paving and construction clean and work area in an orderly condition. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Remove surplus soil and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property.
- C. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.
- D. After installation and before Substantial Completion, remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.

- E. At time of Substantial Completion, verify that tree-watering devices are in good working order and leave them in place. Replace improperly functioning devices.

### 3.12 MAINTENANCE SERVICE

- A. Maintenance Service for Trees and Plants: Provide maintenance by skilled employees of landscape Installer. Maintain as required in "Plant Maintenance" Article. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established, but for not less than maintenance period below:
  - I. Maintenance Period: Twelve months from date of substantial completion. Maintenance period coincides with the warranty period.

END OF SECTION

## **SECTION 330571 - CLEANOUTS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### **1.2 SUMMARY**

- A. Section includes:
  - 1. Cast-iron pipe and fittings
  - 2. Castings
  - 3. Concrete
- B. Related Requirements:
  - 1. Section 31 20 00 – Earth Moving for trenching and backfilling

#### **1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product.

#### **1.4 DELIVERY, STORAGE, AND HANDLING**

- A. Store pipes, fittings and accessories out of the way of active work areas.
- B. Protect pipe from construction traffic and machinery.

### **PART 2 - PRODUCTS**

#### **2.1 HUB-AND-SPIGOT, CAST-IRON SOIL PIPE AND FITTINGS**

- A. Source Limitations: Obtain hub-and-spigot, cast-iron soil pipe and fittings from single manufacturer.
- B. Pipe and Fittings:
  - 1. Marked with CISPI collective trademark and NSF certification mark.
  - 2. Class: ASTM A74, Extra Duty Heavy class.
- C. Gaskets: ASTM C564, rubber.



- D. Cast-Iron Cleanouts
  - 1. Source Limitations: Obtain cast-iron cleanouts from single manufacturer.
  - 2. Description: ASME A112.36.2M, round, gray-iron housing with clamping device and round, secured, scoriated, gray-iron cover. Include gray-iron ferrule with inside caulk or spigot connection and countersunk, tapered-thread, brass closure plug.
  - 3. Top-Loading Classification: Extra-Heavy Duty

## **2.2 CONCRETE**

- A. General:
  - 1. For concrete materials, admixtures, curing materials, and concrete mixtures, see Specification 033000-Cast in Place Concrete.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine areas and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine delivered materials, fittings, piping and castings for damage. Remove defective products from site.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

- A. Perform excavation and backfilling in accordance with Specification Section 312000 - Earth Moving for trenching and backfilling.

### **3.3 PLACING PIPE**

- A. Follow all applicable safety regulations when handling pipe.
- B. During cold weather, extra care should be used in handling to avoid any type of impact to the pipe to prevent damage.
- C. Each pipe shall be thoroughly examined before being laid; defective or damaged pipe shall not be used.
- D. Care should be taken when moving pipes
  - 1. Avoid dragging or striking the pipe against another pipe or object.
  - 2. Avoid dragging the pipe across the ground.
  - 3. Do not drive over the pipe prior to installation.

### **3.4 PIPE INSTALLATION**

- A. General
  - I. Install hub-and-spigot, cast-iron soil piping in accordance with CISPI's "Cast Iron Soil Pipe and Fittings Handbook."
- B. Install cleanouts and riser extensions from sewer pipes to cleanouts at grade. Use cast-iron soil pipe fittings in sewer pipes at branches for cleanouts and cast-iron soil pipe for riser extensions to cleanouts. Install piping so cleanouts open in direction of flow in sewer pipe.
- C. Set cleanouts as shown on construction drawing detail.

### **3.5 CLEANING**

- A. Clean interior of piping of dirt and superfluous materials.

**END OF SECTION**

## **SECTION 333113 - SANITARY SEWERAGE GRAVITY PIPING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### **1.2 SUMMARY**

- A. Section includes:
  - 1. Sanitary sewer pipe and fittings.
- B. Related Requirements:
  - 1. Section 31 20 00 – Earth Moving for trenching and backfilling

#### **1.3 REFERENCES**

- A. Abbreviations & Acronyms
  - 1. ACI – American Concrete Institute
  - 2. ASTM – American Society for Testing and Materials
  - 3. PSM – Plastic Sewer Main
  - 4. PSI – Pounds Per Square Inch
  - 5. PSIG – Pounds Per Square Inch Gauge
  - 6. PVC – Polyvinyl Chloride

#### **1.4 ACTION SUBMITTALS**

- A. Product Data: For each type of product.

#### **1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Plastic pipe shall be protected from exposure to direct sunlight prior to laying, if necessary, to maintain adequate pipe stiffness and meet installation deflection requirements.
- B. Store pipes, fittings and accessories out of the way of active work areas.
- C. Protect pipe from construction traffic and machinery.

### **PART 2 - PRODUCTS**

## **2.1 Sanitary Sewer Pipe and fittings**

1. Pipe: ASTM D 3034, SDR 35, PVC Type PSM sewer pipe with bell-and-spigot ends for gasketed joints.
2. Fittings: ASTM D 3034, PVC with bell ends.
3. Gaskets: ASTM F 477, elastomeric seals.

## **2.2 NONPRESSURE-TYPE TRANSITION COUPLINGS**

- A. Comply with ASTM C 1173, elastomeric, sleeve-type, reducing or transition coupling, for joining underground nonpressure piping. Include ends of same sizes as piping to be joined and corrosion-resistant-metal tension band and tightening mechanism on each end.
- B. Sleeve Materials:
  1. For Plastic Pipes: ASTM F 477, elastomeric seal or ASTM D 5926, PVC.
  2. For Dissimilar Pipes: ASTM D 5926, PVC or other material compatible with pipe materials being joined.
- C. Unshielded, Flexible Couplings:
  1. Elastomeric sleeve with stainless-steel shear ring and corrosion-resistant-metal tension band and tightening mechanism on each end.
- D. Shielded, Flexible Couplings:
  1. ASTM C 1460, elastomeric or rubber sleeve with full-length, corrosion-resistant outer shield and corrosion-resistant-metal tension band and tightening mechanism on each end.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine areas and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine delivered materials, pipes and fittings for damage. Remove defective products from site.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

- A. Perform trenching and backfilling in accordance with Specification Section 312000 Earth Moving.

- B. Interruption of Existing Sanitary Drainage Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service according to requirements indicated:
  - 1. Notify Owner no fewer than two days in advance of proposed interruption of service.
  - 2. Do not proceed with interruption of service without Owner's written permission.

### **3.3 PIPE INSTALLATION**

- A. General
  - 1. Follow all applicable safety regulations when handling pipe.
  - 2. Each pipe shall be thoroughly examined before being laid; defective or damaged pipe shall not be used.
- B. Pipelines shall be laid to the grades and alignment indicated on construction drawings.
- C. Install pipe from downstream end to upstream end.
- D. When installing pipe under streets or other obstructions that cannot be disturbed, use pipe-jacking process of microtunneling.
- E. Install sanitary sewer piping according to the following:
  - 1. Install piping with 48-inch minimum cover.
  - 2. Install PVC Type PSM sewer piping according to ASTM D 2321 and ASTM F 1668.
- F. Clear interior of piping of dirt and superfluous material as work progresses. Maintain swab or drag in piping and pull past each joint as it is completed. Place plug in end of incomplete piping at end of day and when work stops.

### **3.4 PIPE JOINT CONSTRUCTION**

- A. Join sanitary sewer piping according to the following:
  - 1. Join PVC Type PSM sewer piping according to ASTM D 2321 and ASTM D 3034 for elastomeric-seal joints or ASTM D 3034 for elastomeric-gasket joints.
  - 2. Join PVC gravity sewer piping according to ASTM D 2321 and ASTM D 3034 for elastomeric-seal joints or ASTM D 3034 for elastomeric-gasket joints.
  - 3. Join dissimilar pipe materials with nonpressure-type, flexible couplings.

### **3.5 FIELD QUALITY CONTROL**

- A. General:
  - 1. All testing is the responsibility of the Contractor. Perform all testing and retesting at no additional cost to the Owner.
  - 2. Clean interior of pipe and structures; remove all sediment, debris and superfluous material.
- B. Deflection Testing:

1. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again 30 days after final backfill has been placed.
2. Conduct deflection test 30 days after final backfill has been placed and completion of compaction testing.
3. Perform a deflection test on entire length of installed pipe.
4. Use a mandrel to determine if allowable deflection has been exceeded.
  - a. Pull mandrel by hand through each run of pipe.
  - b. If deflection readings in excess of the allowable deflection of the pipe is obtained, stop and begin test from the opposite direction.
  - c. The Contractor shall use a mandrel that is rigid, nonadjustable, 5 percent less than the certified-actual pipe diameter, has a minimum of 9 fins, pulling rings at each end, and is engraved with the nominal pipe size and mandrel outside diameter.

**C. Leakage Testing**

1. Uni-Bell Plastic Pipe Association - UNI-B-6-98 Recommended Practice for Low Pressure Air Testing of Installed Sewer Pipe. Leakage Tests - Replacement of Existing Sewer Systems - Leakage tests shall be performed on new or replacement sewers and manholes.
2. Test Requirements
  - a. Backfilling of the sewer trench to ground or road surface shall be in place and completed, except for final paving, for 30 calendar days, or as approved by Engineer, prior to start of testing of each section of sewer.
  - b. Testing shall be completed prior to final paving and final restoration.
  - c. Low pressure air test shall not exceed drop of 1.0 psig for time period. Test procedure shall conform to ASTM C828 except as modified by the Uni-Bell Plastic Pipe Association Publication UNI-B-6-98, for Low Pressure Air Testing of Installed Sewer Pipe. Refer to Table 02735-1 for maximum allowable time for a 1.0 psig drop.
  - d. Maximum test length shall not exceed 1,000 feet.
  - e. In the case of sewers laid on steep grades, the length of line to be tested at any one time may be limited by the maximum allowable internal pressure on the pipe and joints at the lower end of the line. The recommendations of the pipe manufacturer shall be followed in this regard.
  - f. The Owner's Representation shall witness all tests.
  - g. The following copies of forms for testing are attached to the end of this section.
    - 1) Table 333113-1, Low Pressure Air Testing of Sewers.
    - 2) Low Pressure Air Testing of New Sewers Form.
    - 3) Manhole Vacuum Test Form.

**3.6 FIELD MEASUREMENTS**

- A. Low Pressure Air Testing
- B. Measure length of section to be tested.
- C. Measure time interval and pressure drop.
- D. Record measurements on Low Pressure Air Testing of New Sewers Form.

**3.7 COORDINATION**

- A. Coordinate maintenance of traffic with local authorities.

#### PART 4 - PRODUCTS (not used)

#### PART 5 - EXECUTION

##### 5.1 EXAMINATION

- A. Backfill has been in place the required time before start of test.
- B. No connections to live sewers or live laterals have been made unless directly replacing existing sewer.

##### 5.2 PREPARATION

- A. Pipelines and manholes have been flushed and cleaned of all debris, stones, silt, etc. such that all surfaces of pipe and manholes are visible.
- B. The Contractor shall have on the job all the proper tools, pipe plugs, air bags, gauges, pumps, wires, water trucks, compressors, etc. necessary to properly test the pipe and manholes.

##### 5.3 TESTING

- A. Low Pressure Air Testing
  - 1. **Prior to start of test permanently repair all visible leaks.**
  - 2. **Isolate each section to be tested with airtight plugs.**
  - 3. **Low pressure air testing procedures shall conform to ASTM C828 as modified by UNI-B-6-98.**
  - 4. **On ductile iron pipe sewer sections, no pressure drop is permitted.**
  - 5. **On PVC sewers, the maximum allowable drop in pressure from the test pressure shall be 1.0 psig during the minimum holding time.**
  - 6. Test pressure shall be calculated using the following equation:

$$P = 3.5 + (H/2.31) \text{ psig}$$

where:

P = Test pressure, maximum of 10.0 psi.

H = Height of groundwater above invert.

- B. All pressurizing equipment used for low-pressure air testing shall include a regulator or relief valve set no higher than 10 psig to avoid over-pressurizing and displacing temporary or permanent plugs. In no case should the starting pressure exceed 10.0 psig.
- C. Either mechanical or pneumatic plugs may be used. All plugs shall be designed to resist internal testing pressures without the aid of external bracing or blocking. If pneumatic plugs are utilized, a separate hose shall also be required to inflate the pneumatic plugs from the above ground control panel. Plug the upstream end of the line first to prevent any upstream water from collecting in the test line. This is particularly important in high groundwater situations. When plugs are being placed, the pipe adjacent to the manhole shall be visually inspected to detect any evidence of shear in the pipe due to differential settlement between the pipe and the manhole. A probable point of leakage is at the junction of the manhole and the pipe, and this fault may be covered by the pipe plug, and thus not revealed by the air test.

- D. To facilitate test verification by the Owner's Representative, all air used shall pass through a single, above ground control panel. The above ground air control equipment shall include a shutoff valve, pressure regulating valve, pressure relief valve, input pressure gauge, and a continuous monitoring pressure gauge having a pressure range from 0 to at least 10 psi. The continuous monitoring gauge shall have minimum divisions of 0.10 psi and an accuracy of  $\pm 0.04$  psi. The equipment to include a separate certified test gauge for periodic checking of the accuracy of the basic equipment gauges.
- E. Two separate hoses shall be used to: (1) connect the control panel to the sealed line for introducing low-pressure air, and (2) a separate hose connection for constant monitoring of air pressure build-up in the line. Low pressure air shall be slowly introduced into the sealed line until the internal air pressure reaches 4.0 psig greater than the average back pressure of any groundwater above pipe, but not greater than 10.0 psig. After a constant pressure of 4.0 psig is reached, the air supply shall be throttled to maintain that internal pressure for at least 2 minutes or until the temperature of the entering air to equalize with the temperature of the pipe wall. When temperatures have been equalized and the pressure stabilized at 4.0 psig, the air hose from the control panel to the air supply shall be disconnected.
- F. The continuous monitoring pressure gauge shall then be observed while the pressure is decreased to no less than 3.5 psig (greater than the average back pressure of any groundwater over the pipe). At a reading of 3.5 psig, timing shall commence with a stopwatch or other timing device that is at least 90 percent accurate.
- G. If the time shown in Table 333113-1 (at the end of this section) for the designated pipe size and length elapses before the air pressure drops 1.0 psig, the section undergoing test shall have passed the leakage test. The test may be discontinued once the prescribed time has elapsed even though the 1.0 psig drop has not occurred.
- H. If the pressure drops 1.0 psig before the appropriate time shown in Table 333113-1 has elapsed, the air loss rate shall be considered excessive, and the section of pipe has failed the test.
- I. If the section fails to meet the requirements, the Contractor shall determine at his own expense the source, or sources of leakage, and he shall repair or replace all defective materials and/or workmanship to the satisfaction of the Engineer. The extent and type of repair as well as results, shall be subject to the approval of the Engineer. The completed pipe installation shall then be retested and required to meet the requirements of this test.
- J. The times shown in Table 333113-1 are for the length of main sewer tested. For lengths other than those shown, the time to be interpolated.

TABLE 333113-1 - LOW PRESSURE AIR TESTING OF SEWERS

pipe diameter (inches)	*shortest time (min:sec)	length for shortest time (ft.)	time for longer length (sec.)	time (min:sec) for length (l) shown					
				100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.
4	3:46	597	0.380 L	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	0.855 L	5:40	5:40	5:40	5:40	5:40	5:40
8	7:34	298	1.520 L	7:34	7:34	7:34	7:34	7:36	8:52
10	9:26	239	2.374 L	9:26	9:26	9:26	9:53	11:52	13:51

\*Time allowed for 1.0 psig drop in pressure.



Job No. \_\_\_\_\_  
Contract No. \_\_\_\_\_

LOW PRESSURE AIR TESTING OF NEW SEWERS

Date: \_\_\_\_\_  
Project: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Weather: \_\_\_\_\_

Section Tested (List Manholes)	Length (Feet)	Diameter (Inches)	Material	Time Start/Time Finish	Time Interval (Minutes)	Air Pressure Initial/Final (psig)	Total Pressure Loss (psig)	Pass/Fail
to								
to								
to								
to								
to								
to								
to								
to								

COMMENTS:

WITNESS:

OWNER/ENGINEER \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

WITNESS:

CONTRACTOR \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

END OF SECTION

## **SECTION 334200 - STORMWATER CONVEYANCE**

### **PART I - GENERAL**

#### **I.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.

#### **I.2 SUMMARY**

- A. Section includes:
  - 1. Stormwater pipe and fittings.
  - 2. Catch basins.
- B. Related Requirements:
  - 1. Section 31 20 00 – Earth Moving for trenching and backfilling

#### **I.3 REFERENCES**

- A. Abbreviations & Acronyms
  - 1. AASHTO - American Association of State Highway and Transportation Officials
  - 2. ACI – American Concrete Institute
  - 3. ASTM – American Society for Testing and Materials
  - 4. HDPE – High Density Polyethylene
  - 5. NYSDOT – New York State Department of Transportation
  - 6. PVC – Polyvinyl Chloride

#### **I.4 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
- B. Shop Drawings:
  - 1. Catch basins:
    - a. Include plans, elevations, sections, and details.

#### **I.5 DELIVERY, STORAGE, AND HANDLING**

- A. Plastic pipe shall be protected from exposure to direct sunlight prior to laying, if necessary to maintain adequate pipe stiffness and meet installation deflection requirements.

- B. Store pipes, fittings and accessories out of the way of active work areas.
- C. Protect pipe from construction traffic and machinery.

## **PART 2 - PRODUCTS**

### **2.1 STORM SEWER PIPE AND FITTINGS**

- A. Corrugated HDPE:
  - 1. Pipe: Dual wall, smooth interior, integral bell, corrugated HDPE, AASHTO M252 or M294, Type S
  - 2. Joints: soil tight, bell and spigot, AASHTO M252 or M294, Type S
  - 3. Fittings: soil tight, bell and spigot, AASHTO M252 or M294, Type S

### **2.2 PVC PIPE AND FITTINGS**

- A. Type PSM Sewer Piping:
  - 1. Pipe: NPS 4 to 15: ASTM D3034, SDR 35, integral bell and spigot
  - 2. Fittings: ASTM D3034, PVC with bell ends.
  - 3. Gaskets: ASTM F477, elastomeric seals.

### **2.3 END SECTIONS**

- A. Galvanized Steel: conforming to AASHTO M218

### **2.4 CATCH BASINS**

- A. Precast Concrete Catch Basins: ASTM C913, precast, reinforced concrete; designed in accordance with ASTM C890 for A-16 (AASHTO HS20-44), heavy-traffic, structural loading; of depth, shape, and dimensions indicated, with provision for joint sealants. Minimum wall thickness – 5 inches.
  - 1. Joint Sealants: ASTM C990, bitumen or butyl rubber.
  - 2. Adjusting Rings: Interlocking rings with level or sloped edge in thickness and shape matching catch basin frame and grate. Include sealant recommended by ring manufacturer.
  - 3. Grade Rings: Include two or three reinforced-concrete rings, of 6- to 9-inch total thickness, that match frame and grate.
  - 4. Pipe Connectors: ASTM C923, resilient, of size required, for each pipe connecting to base section.
- B. Frames and Grates: ASTM A536, Grade 60-40-18, ductile iron designed for A-16 (AASHTO HS20-44), structural loading. Include flat grate with small square or short-slotted drainage openings.

1. Size: 24 by 24 inches minimum unless otherwise indicated.
2. Grate Free Area: Approximately 50 percent unless otherwise indicated.
3. Minimum 5" wall thickness

## **2.5 MORTAR**

- A. General: Portland cement mortar for use in frame adjustment, ASTM C270
  1. Type M, Mortar for unit masonry

## **2.6 BRICK**

- A. General: first quality, sound, hard-burned common brick, culled of all irregular, unsound or damaged brick, ASTM C32
  1. Grade MS, for frame adjustment
  2. Grade SS, for pipe connections

## **2.7 COATINGS**

- A. General: bituminous waterproofing coating; coal tar epoxy polyamide
- B. Manufacturer:
  1. Hi-Build Bituminous Coating 35-J-10 as manufactured by Mobil Corporation, or
  2. Koppers Bitumastic Super Service Black as manufactured by Koppers Company, Inc, or
  3. approved equivalent.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine areas and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine delivered materials, structures, pipes and castings for damage. Remove defective products from site.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

- A. Perform trenching and backfilling in accordance with Specification Section 31 20 00.
- B. Interruption of Existing Storm Drainage Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service according to requirements indicated:

1. Notify Oneida Indian Nation no fewer than **two** days in advance of proposed interruption of service.
2. Do not proceed with interruption of service without the Oneida Indian Nation's written permission.

### **3.3 PLACING PIPE**

- A. Follow all applicable safety regulations when handling pipe.
- B. During cold weather, extra care should be used in handling to avoid any type of impact to the pipe to prevent damage.
- C. Each pipe shall be thoroughly examined before being laid; defective or damaged pipe shall not be used.
- D. Care should be taken when moving pipes
  1. Avoid dragging or striking the pipe against another pipe or object.
  2. Avoid dragging the pipe across the ground.
  3. Do not drive over the pipe prior to installation.
- E. In staging pipe along a trench, place pipe as near to the trench as possible to avoid excessive handling. Where practicable, stage pipe on opposite side of trench spoils pile, so that the pipe can be moved easily to the edge of the trench for lowering into position.

### **3.4 PIPE INSTALLATION**

- A. General
- B. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take into account design considerations. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.
- C. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings in accordance with manufacturer's written instructions for use of lubricants, cements, and other installation requirements.
- D. Install manholes/catch basins for changes in direction unless fittings are indicated. Use fittings for branch connections unless direct tap into existing sewer is indicated.
- E. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- F. When installing pipe under streets or other obstructions that cannot be disturbed, use pipe-jacking process of microtunneling.

- G. Install gravity-flow, nonpressure drainage piping in accordance with the following:
  - 1. Install piping pitched down in direction of flow.
  - 2. Install PE corrugated sewer piping in accordance with ASTM D2321.

### **3.5 PIPE JOINT CONSTRUCTION**

- A. Join gravity-flow, nonpressure drainage piping in accordance with the following:
  - 1. Join corrugated-PE piping in accordance with ASTM D3212 for push-on joints.
  - 2. Join dissimilar pipe materials with nonpressure-type flexible couplings.

### **3.6 CONNECTIONS**

- A. Make connections to existing piping and underground manholes.

### **3.7 IDENTIFICATION**

- A. Materials and their installation are specified in Section 312000 "Earth Moving." Arrange for installation of green warning tape directly over piping and at outside edge of underground structures.
  - 1. Use detectable warning tape over nonferrous piping and over edges of underground structures.

### **3.8 FIELD QUALITY CONTROL**

- A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.
  - 1. Submit separate reports for each system inspection.
  - 2. Defects requiring correction include the following:
    - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
    - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 95 percent of piping diameter.
    - c. Damage: Crushed, broken, cracked, or otherwise damaged piping.
    - d. Infiltration: Water leakage into piping.
    - e. Exfiltration: Water leakage from or around piping.
  - 3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
  - 4. Reinspect and repeat procedure until results are satisfactory.

**3.9 CLEANING**

- A. Clean interior of piping of dirt and superfluous materials.

**END OF SECTION**