



Project Manual

For construction contracts greater than \$20,000

Restoration of Four (4) Stairs
at Performing Arts Center
SU-111919

REBID Proposal Due Date
September 9, 2021

State University of New York Purchase College
735 Anderson Hill Road
Purchase, New York 10577-1402
Elizabeth Pleva, Director of Procurement & Accounts Payable

Project Number: SU-111919 - REBID
Project Name: Restoration of Four (4) Stairs at Performing Arts Center
Agency/Div Code: SUNY Purchase College 28260

Date: 9/9/2021

Contract No. TBD

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State University of New York Construction Agreement

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

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

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

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

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

8. State Finance Law §§139-j and 139-k *from SUNY Procedure Item #7552 “Procurement Lobbying Procedure for State University of New York” (applies >\$15,000)*
 - a. [Form A](#) - Summary: Policy and Procedure of the State University of New York Relating to State Finance Law §§139-j and 139-k
 - b. [Form B](#) - Affirmation with respect to State Finance Law §§139-j and 139-k
 - c. [Form C](#) - Disclosure and Certification with respect to State Finance Law §§139-j and 139-k
- Bidder’s Certifications (State Finance Law §139-l, Non-collusive bidding, Executive Order 177)
9. *from SUNY Procedure Item #7554 “Construction Contracting Procedures*
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10. Procurement Forms *from SUNY Procedure Item #7553 “Purchasing and Contracting (Procurement)*
 - a. [Form I](#) Omnibus Procurement Act of 1992 (*applies >\$1,000,000*)
 - b. [Form II](#) Omnibus Procurement Act of 1992, Out of state firms (*applies >\$1,000,000*)
 - c. [Form XIII](#) Public Officers Law Compliance
11. Bonds and Certificate of Insurance *from SUNY Procedure Item #7554 “Construction Contracting Procedures*
 - a. [Form 7554-11](#) Labor & Materials and Performance Bonds (*applies >\$50,000*)
 - b. [Form 7554-12](#) Certificate of Insurance (*applies to all contracts*)
 - c. NYS Workers Compensation and Disability Insurance (*applies all contracts*)
12. Vendor Responsibility
 - a. OSC’s [Vendrep - Online System](#) or [Link to paper forms](#) (*form applies \geq \$100,000*)
13. NYS Labor Law, Section 220-a
 - a. [Form 7554-13](#)
 - i. Form AC 2947, Prime Contractor's Certification
 - ii. Form AC 2948, Subcontractor's Certification
 - iii. Form AC 2958, Sub-subcontractor's Certification

Notice to Bidders

Notice to Bidders

The State University of New York **Purchase College** will receive sealed bids for project number **SU-111919 REBID** titled **Restoration of Four (4) Stairs at Performing Arts Center** until **2:00 p.m.** local time on **September 9, 2021** at Purchasing and Accounts Payable Office, Campus Center South 3rd floor, Purchase College, 735 Anderson Hill Road, Purchase New York 10577-1402, where such proposals will be publicly opened and read aloud. Proposals may be hand delivered or mailed to the above location and must be received by such time.

All work on this Contract is to be completed within **(365)** calendar days, starting ten (10) calendar days after the contract approval date.

A non-mandatory Pre-Bid Conference and site walk-through for prospective Bidders will be held at **11:00AM** on **August 18, 2021** at the Capital Facilities Planning Building conference room, 2nd Floor at Purchase College, 735 Anderson Hill Road, Purchase New York 10577-1402.

Note: This will be the only guided walk-through of the subject project facilities.

***Please note:** potential bidders must contact Sayim Malik, Project Manager, Capital Facilities Planning (email Sayim.malik@purchase.edu) no later than **Monday, August 16th, by 2:00 pm** in order to receive the required COVID-19 release to come to campus.

For directions to Purchase College, see

<https://www.purchase.edu/admissions/travel-and-transportation/#Directions>

For a campus map, see

<https://www.purchase.edu/live/files/220-campus-map>

Purchase College is dedicated to environmentally sustainable practices and development. In an effort to conserve resources and reduce waste, the Bidding and Contract Documents will only be available electronically in PDF format for viewing and downloading at the following website:

<https://www.purchase.edu/PurchaseMeansBusiness>

There will be a Question Period from **August 6, 2021 – August 27, 2021**. During this time any questions must be submitted in writing (no telephone calls) to the following email address sayim.malik@purchase.edu. The email should reference the project in the subject line and include prospective bidder contact information and email address. A response to all questions submitted within the Question Period and any required Addenda will be posted no later than the close of business on **September 2, 2021**.

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. The minority (MBE) and women (WBE) owned business contractor/subcontractor participation goals for this construction procurement are **25%** for MBEs and **5%** for WBEs. The service disabled veteran owned business (SDVOB) subcontractor participation goal is **6%**.

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between Purchase College and an Offer or/Bidder during the procurement process. An Offer or/Bidder is restricted from making contacts from the earliest notice of intent to solicit proposals through final award and approval of the Procurement Contract by Purchase College/State University of New York and, if applicable, the Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Pursuant to the statute, Purchase College employees are also required to obtain certain information when contacted during the restricted period and maintain a record of the communication, and make a determination of a knowing and willful contact. Contact made to other than designated staff regarding this procurement may disqualify the vendor from the current award and affect future procurements with government entities in the State of New York.

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

Designated Contacts:

Sayim Malik
Project Manager, Capital Facilities Planning
Purchase College
State University of New York
735 Anderson Hill Road
Purchase, NY 10577-1402
Tel: (914) 251-4479
Fax: (914) 251-6063
Email: sayim.malik@purchase.edu

Elizabeth Pleva
Director of Procurement & Accounts Payable
Purchase College
State University of New York
735 Anderson Hill Road
Purchase, NY 10577-1402
Tel: (914) 251-6070
Fax: (914) 251-6075
Email: Elizabeth.Pleva@purchase.edu

INFORMATION FOR BIDDERS

Section 1 Definitions

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

Section 2 Issuance of Bidding and Contract Documents

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

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.

Sealed Proposals are to be delivered to:

Elizabeth Pleva, Director, Procurement & Accounts Payable
Purchase College
3rd Floor, Campus Center South
735 Anderson Hill Road
Purchase, NY 10577-1402
Tel: (914) 251-6070

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

Section 8 Submission of Post-Bid Information

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

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

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

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

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

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

approval of the University.

- iii. The naming of the bidder itself for any of such work is not acceptable and may result in rejection of the bidder unless the bidder can demonstrate to the University that it has successfully completed or substantially completed three (3) contracts similar in size, scope and complexity for the designated work within the last five (5) years. The determination of relevant contract experience in terms of size, scope and complexity will be at the sole discretion of the University.
 - iv. The bidder will be required to establish, to the satisfaction of the Consultant and the University, the reliability and responsibility of each of their said proposed subcontractors to furnish and perform the work described in the sections of the Specifications pertaining to each of such proposed subcontractors' respective trades. By submission of the "List of Completed Similar Construction Projects," a proposed subcontractor must be able to demonstrate that they have successfully completed or substantially completed three (3) contracts similar in size, scope and complexity for the designated work within the last five (5) years. The determination of relevant contract experience in terms of size, scope and complexity will be at the sole discretion of the University.
 - v. For each of the proposed subcontractors, the bidders must submit to the University, within seven (7) calendar days after the bid opening, evidence of a completed New York State Uniform Contracting Questionnaire (Vendor Responsibility Questionnaire For-Profit Construction (CCA-2)). Either email confirmation that the subcontractor's CCA-2 is current and certified in the New York State VendRep System (VendRep) within the last six months from the bid date, or deliver a certified paper format CCA-2, including all attachments, to the University.
 - vi. In the event that the University and the Consultant reject any of said proposed subcontractors, the bidder, within two (2) working days after receipt of notification of such rejection, shall again submit to the University and the Consultant the name of another proposed subcontractor in place of the one rejected and it will be required to establish to the satisfaction of the University and the Consultant the reliability and responsibility of said proposed subcontractor; When naming another proposed subcontractor, the bidder must promptly submit the proposed subcontractor's completed "List of Completed Similar Construction Projects" and their completed CCA-2.
 - vii. The bidder will not be permitted to submit another proposed subcontractor if it designated itself for any of the aforesaid categories of work.
 - viii. Proposed subcontractors of the bidder, approved by the University and the Consultant, must be used on the work for which they were proposed and approved and they may not be changed except with the specific written approval of the University.
- d. A breakdown of the amount of the bidder's Proposal. Such breakdown shall be prepared in accordance with industry standards. No bidder shall be barred from revising, in the Contract breakdown required under the provisions of Section 4.08 of the Agreement, the various amounts listed in the bid breakdown required under the provisions of this Section. The amount set forth in said bid breakdown will not be considered as fixing the basis for additions to or deductions from the Contract consideration.

- (2) Except for Contracts of \$100,000 or less, within seven (7) calendar days after the opening of bids, unless otherwise directed by the University, the three low bidders shall submit to the University for its approval, a Minority and Women-owned Business Enterprise Utilization Plan ([Form 7557-107](#)).
- (3) Except for contracts of \$100,000 or less, within seven (7) calendar days after the opening of bids, the three low bidders shall submit to the University for its approval, an Equal Employment Opportunity Statement and EEO Plan ([Form 7557-105](#)) 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 Elizabeth.pleva@purchase.edu.

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:

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- 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. Such Certificates of Insurances shall be from an insurance company licensed by the New York State Department of Insurance with a rating of at least "A-" as published with Standard & Poor's, and a liability insurance policy with limits no less than **\$2,000,000.00** per claim. If during the term of the policy, the carrier's rating falls below "A-", the liability insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the State of New York. Such policies shall name the STATE UNIVERSITY OF NEW YORK as an additional insured. The policy shall designate the State University of New York as the loss payee and shall contain a provision that the State University of New York shall receive at least thirty (30) days' notice prior to material change, cancellation or expiration of any such policy.
 - (3) **Workers Compensation Insurance & Disability Benefits Coverage**
All employees of the Successful Bidder shall be adequately and properly covered by Workers' Compensation Insurance and Disability Benefits coverage for all work related to the resultant contract. Such policies shall name the STATE UNIVERSITY OF NEW YORK as an additional insured and are to be written by recognized and well-rated insurance companies authorized to transact business in the State of New York. The Successful Bidder shall deliver certificates of such coverage, or proof that such coverage is not required, in the required format, as required by the Workers' Compensation Board, to the following when the agreement is signed by the parties and thereafter not less than thirty (30) days prior to material change or cancellation of such coverage.
 - (4) Proof of insurances with the specific coverage and limits required in Article V of the Agreement. Acceptable documents are:
 - a. Proof of NYS Worker's Compensation is only accepted on the C-105.2 or U-26.3 form.
 - b. Proof of Disability insurance is only accepted on the DB-120.1 form. Use the link below for a description of the required forms for Workers Compensation and Disability:
<http://www.osc.state.ny.us/agencies/guide/MyWebHelp/Content/XI/18/G.htm>
 - c. All other proof of insurance must be on the Acord 25 Certificate of Liability Insurance form.
 - (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, **25%** for Minority-Owned Business Enterprises (“MBE”) participation and **5%** for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). For additional information please refer to the MWBE requirements outlined in the Prospective Bidders Notice ([Form 7557-121b](#)) and Exhibit A-1.
- (3) For guidance on how the University will determine a Contractor’s “good faith efforts,” refer to 5 NYCRR §142.8.
- (4) Please note the forms identified in the Prospective Bidders Notice ([Form 7557-121b](#)) must be submitted within seven days of the bid opening. Required forms include the MWBE-EEO Policy Statement ([Form 7557-104](#) or equivalent), the MWBE Utilization Plan ([Form 7557-107](#)) and the EEO Staffing Plan ([Form 7557-108](#)).
- (5) Upon contract award and prior to contract execution the selected awardee will enter its Statewide Utilization Management Plan (SUMP) and document its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence through the New York State Contract System, which can be viewed at: <http://ny.newnycontracts.com>, provided however, that the selected awardee may arrange to provide such evidence via a non-electronic method by contacting the SUNY Office of Diversity, Equity, and Inclusion.
- (6) Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to the University. The University will review the submitted MWBE Utilization Plan and advise the Bidder of the University’s acceptance or issue a notice of deficiency within 30 days of receipt.
- (7) If a notice of deficiency is issued, Awardee agrees that it shall respond to the notice of deficiency

within seven (7) business days of receipt by submitting to SUNY [address phone and fax information], a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by SUNY to be inadequate, SUNY shall notify the Awardee and direct the Awardee to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on [Form 7557-114](#). Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

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

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

Section 12 Equal Employment Opportunity Requirements

- (1) Pursuant to Article 15 of the Executive Law (the "Human Rights Law"), and all other State and Federal statutory and constitutional non-discrimination provisions, the Bidder will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, national origin, military status, sexual orientation, gender identity or expression, age, disability, predisposing genetic characteristics, domestic violence victim status, familial status or marital status. The Bidder shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. The Bidder will state in all solicitations or advertisements for employees that, in the performance of this Contract, all qualified applicants will be afforded equal employment opportunities without discrimination.
- (2) The Bidder will undertake, or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and, if awarded a Contract pursuant to this solicitation, will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force during its legal engagement with SUNY.
- (3) By submission of a bid or proposal in response to this solicitation, the Bidder agrees with all of the terms and conditions of SUNY Exhibit A including Clause 12 - Equal Employment Opportunities for Minorities and Women and acknowledges that, if the Bidder is awarded a Contract, The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.
- (4) The Bidder further agrees, where applicable, to submit with the bid a staffing plan ([Form 7557-108](#)) identifying the anticipated work force to be utilized on the Contract and, if awarded a Contract, will, upon request, submit to SUNY a workforce utilization report identifying the workforce actually utilized on the Contract if known. Forms are available in SUNY Procurement Policies and Procedures Document 7557 online at: http://www.suny.edu/sunypp/documents.cfm?doc_id=611.

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

Section 13 Executive Order 162 (EO162)

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

Section 14 Executive Order 177 (EO177)

- (1) The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status.
- (2) The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.
- (3) Generally, the Human Rights Law applies to: (i) all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment; (ii) employers with fewer than four employees in all cases involving sexual harassment; and (iii) any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.
- (4) In accordance with Executive Order No. 177, prior to contract award, selected Awardee must submit a certification that it does not have institutional policies or practices that fail to address harassment and discrimination as described above. SUNY is electing to obtain the certification with the bid documents to avoid unnecessary delay in the contract award process. All Bidders must sign and submit the certification attached to this IFB, SUNY [Form 7554-20](#).

Section 15 Service Disabled Veteran Owned Business Enterprises

- (1) Consistent with the State University of New York's commitment to, and in accordance with, Article 17-B of the New York State Executive Law, contractors are required to ensure that good faith efforts are made to include meaningful participation by Service Disabled Veteran-Owned Business in SUNY's MWBE Program. The requirements apply to contracts in excess of \$100,000.
- (2) To ensure that SDVOB Enterprises are afforded the opportunity for meaningful participation in the performance of the University's contracts, and to assist in achieving the SDVOB Act's statewide goal for participation on state contracts the University hereby establishes an overall goal of 6% for

SDVOB participation for this solicitation.

- (3) For additional information please refer to the SDVOB requirements outlined in the Prospective Bidders Notice ([Form 7564-121b](#)). Please note the SDVOB Utilization Plan ([Form 7564-107](#)) must be submitted within seven days of the bid opening.

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

- (1) New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.
- (2) Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.
- (3) Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.
- (4) Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.
- (5) Information on the availability of New York State subcontractors and suppliers is available from: New York State Department of Economic Development, Procurement Assistance Unit, One Commerce Plaza, Albany, New York 12245, Phone: (518) 474-7756, Fax: (518) 486-7577.

Section 17 Single Contract Responsibility

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

Section 18 Examination of Site and Conditions of Work

- (1) A pre-bid conference and project walk-through will be held with all contractors assembled **at 11:00am on August 18th 2021** at the Capital Facilities Planning Building conference room at Purchase College, 735 Anderson Hill Road, Purchase, NY 10577. No individual or additional walk-throughs will be provided. Failure to attend a walk-through shall not be the cause for extra payment.

- (2) Each bidder must inform itself fully of the conditions relating to the construction of the project and the employment of labor on the project. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of their contract. To the extent possible, the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

Section 19 General Terms and Conditions

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

Section 19.1 Vendor Debriefing and Contract Award Protest Procedure

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

Section 19.2 Proposal Confidentiality

- (1) All proposals and qualifications submitted for the University's consideration will be held in confidence. However, the resulting contract is subject to the New York State Freedom of Information Law (FOIL). Therefore, if 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-l

- (1) Pursuant to N.Y. State Finance Law §139-l, every bid made on or after January 1, 2019 to the State of any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of N.Y. State Labor Law §201-g.
- (2) N.Y. State Labor Law §201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevent policy and sexual harassment training program that employers may utilize to meet the requirements of N.Y. State Labor Law §201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL: <https://www.ny.gov/combating-sexual-harassment-workplace/employers>.
- (3) Pursuant to N.Y. State Finance Law §139-l, any bid by a corporate bidder containing the certification required above shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the bidder.
- (4) If the bidder cannot make the required certification, such bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the bidder cannot make the certification. After review and consideration of such statement, SUNY may reject the bid or

may decide that there are sufficient reasons to accept the bid without such certification.

- (5) All Bidders must sign and submit the certification attached to this IFB, SUNY [Form 7554-20](#).

Section 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 Number: **SU-111919 - REBID**

Date: **September 9, 2021**

Project Name: **Restoration of Four (4) Stairs at Performing Arts Center**

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 I and Section 4.05 of Agreement, the bidder further agrees to the following additions to the Base Bid:

None

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
Alternate #1		Alternate #1 shall include all work necessary for the detail, supply, and install of center stainless steel hand railings on all four (4) PAC stairs to code. The rulings shall match the outer wall railings, except will not be wall mounted.	
Alternate #2		Alternate 2 shall include all work necessary to supply and install seven (7) step mount light fixtures on all four (4) PAC stairs for a total of twenty-eight (28) step light fixtures. The end result is that there shall be step lights on both sides of each of the four (4) Performing Arts Center stairs. Alternate #2 shall also include all work associated electrical work necessary for wiring, conduit, junction box, hookup to the Timer Clock and such forth.	

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.

Description of Unit Price	Amount of Unit Price
1. REPLACE BRICK VENEER (INSTALLED) IN EXCESS OF 6360 SF	\$_____/SF
2. REMOVE & REPLACE CONCRETE SIDEWALK IN EXCESS OF 800 SF	\$_____/SF
3. BRICK CONTROL JOINTS IN EXCESS OF 110 LF	\$_____/LF
4. REMOVE, STOCKPILE & RESET EXISTING COPING STONES IN EXCESS OF 400 SF	\$_____/SF
5. NEW STAINLESS STEEL (S.S.) HANDRAILS IN EXCESS OF 600 LF (Excluding hand railings included in Alternate #2.)	\$_____/LF
6. NEW S.S. GUARD RAILS IN EXCESS OF 140 LF	\$_____/LF
7. REMOVE & REPLACE EXISTING S.S. GUARD RAILS IN EXCESS OF 40 LF	\$_____/LF
8. CONDUCT BRICK REPAIRS IN EXCESS OF 1072 SF	\$-----/SF
9. PLAZA RESTORATION IN EXCESS OF 320 SF	\$_____/SF
10. REPLACE STEP LIGHT FIXTURES IN EXCESS OF 21 FIXTURES (Excluding step lights included in Alternate #1.)	\$_____/LT.
11. HELI-TIE INSTALLATIONS IN EXCESS OF 210 TIES	\$_____/TIE
12. VERTICAL & OVERHEAD CONC. SPALL REPAIRS IN EXCESS OF 400 sf	\$_____/SF
13. HORIZONTAL CONCRETE SPALL REPAIRS IN EXCESS OF 500 SF	\$_____/SF
14. INSTALL DETECTABLE WARNING INSERTS IN EXCESS OF 120 SF	\$_____/SF
15. REPLACE GRANITE COPING STONES WITH 2" THERMAL BLUESTONE . SET IN MINI MORTAR EXTENDING MIN. OF 1" BEYOND BRICK FACES THERMAL BLUESTONES SHALL HAVE FOUR (4) SAWN EDGES, A SAWN BACK, AND A THERMAL (FLAMED) TOP SURFACE.	\$_____/SF
6. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (a) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any	

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

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

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

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

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

9. The bidder submits herewith bid security in an amount not less than five (5) percent of the Total Bid. In the event that (a) the bidder's Total Bid is the lowest one submitted and the bidder does not timely provide the Post-Bid Information required by the Information for Bidders or (b) this Proposal is accepted by the University and the bidder shall refuse or neglect, within ten (10) calendar days after date of receipt of Agreement, to execute and deliver said Agreement in the form provided herein, or to execute and deliver a Performance Bond and a Labor and Material Bond in the amounts required and in the form prescribed, the bidder shall be liable to the University, as liquidated damages, for the amount of the bid security or the difference between the Total Bid of the bidder and the Total Bid of the bidder submitting the next lowest bid, whichever sum shall be higher, otherwise the total amount of the bid security will be returned to the bidder in accordance with the provisions set forth in the Information for Bidders. The University may apply the bid security in full or partial payments, as the case may be, of said liquidated damages and in the event the bid security is less than the amount of liquidated damages to which the University is entitled, the bidder shall pay the difference, upon demand, to the University.

10. The bidder certifies that all wood products that are to be used in the performance of this Contract shall be in accordance with the Specifications and provisions of Section 167 b. of the State Finance Law which Section prohibits the purchase and use of tropical hardwoods.
11. The bidder affirms that it understands and agrees to comply with the procedures of the Fund relative to permissible contacts as required by Sections 139-j(3) and 139-j-(6)(b) of the State Finance Law.
12. The bidder certifies that all information provided or to be provided to the University in connection with this procurement is, as required by Section 139-k of the State Finance Law, complete, true and accurate.

Dated ____/____/____

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

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

By _____
(signature)

Title _____

ACKNOWLEDGMENT FOR THE PROPOSAL

THE LEGAL ADDRESS OF THE BIDDER

Telephone No. _____ Facsimile No. _____

If a Corporation

Name

Address

PRESIDENT _____

SECRETARY _____

TREASURER _____

If a Partnership

Name of Partners

Address

If a Joint Venture

Name of Members

Address

If an Individual

Name of Individual

Address

Attachment A – List of Completed Similar Construction Projects

Bidder Name:

Project No.:

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

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

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 **SU-119919**, titled **Restoration of Four (4) Stairs at Performing Arts Center** 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:

STAGING & PHASING OF WORK:

- CONDUCT ONE (1) NORTH STAIR & ONE (1) SOUTH STAIR RESTORATION AT A TIME.
- DETOUR FOOT & VEHICULAR TRAFFIC AWAY FROM WORK ZONES.
- SUBMIT A SAFETY PLAN TO CAPITAL PLANNING FOR APPROVAL ON WORK STAGING AND PEDESTRIAN & VEHICULAR DETOURING.
- PURCHASE COLLEGE TO IDENTIFY THE STAGING LOCATIONS.
- GENERAL CONTRACTOR SHALL INSTALL TEMPORARY WOOD RAILINGS WITH PLYWOOD BARRIERS TO RE-OPEN THE STAIRS UNTIL FINAL RAILINGS ARE COMPLETED.

DEMOLITION NOTES:

1. AT THE NORTHWEST PAC STAIR & SOUTHWEST PAC STAIR: REMOVE EXISTING STONE TREADS AND RISERS FROM EXTERIOR STAIRS DOWN TO THE CONCRETE STAIR STRUCTURE BELOW (NOTE: EXISTING STAIR TREADS AND RISERS DOWN TO THE STAIR STRUCTURE HAVE ALREADY BEEN REMOVED EXCEPT AT SOUTHEAST AND NORTHWEST PAC STAIRS).
2. REMOVE THE BRICK VENEER TO THE EXTENTS SHOWN.
3. AT THE CONCOURSE LEVEL, CAREFULLY REMOVE BRICK DOWN TO THE BASE OF THE EXISTING STAIR WALLS. PROTECT THE RECENTLY REPLACED CONCOURSE LEVEL SIDEWALK AND BASE OF CONCRETE STAIRS WITH PLYWOOD. DAMAGES TO THE EXISTING RECENTLY REPLACED CONCRETE SIDEWALKS SHALL BE AT THE CONTRACTORS COST TO MATCH IN KIND TO THE SATISFACTION OF THE COLLEGE THE EXISTING CONCOURSE LEVEL SIDEWALK IF DAMAGED BY THE CONTRACTOR. CONTRACTOR IS URGED TO TAKE PREEXISTING PHOTOS OF THE CONDITIONS TO DEMONSTRATE ANY PREXISING DAMAGES TO THE SIDEWALK.
4. AT THE TOP OF THE PAC STAIRS (AT THE PLAZA LEVELS), REMOVE EXISTING ROOFING, CONCRETE TO EXTENT SHOWN FOR THE STAIR WORK.
5. AT THE BRICK WALLS REMOVE THE COPING STONES & EXISTING GUARD RAILINGS TO EXTENT SHOWN.

6. AT PAC STAIRS, REMOVE EXISTING LIGHT FIXTURES, CONDUITS ETC., AND CAP OFF CONDUITS AT LOCATIONS SHOWN.
7. AT PAC STAIRS, REMOVE EXISTING WOOD HANDRAILS.
8. AT WESTERLY FACES OF THE NORTHWEST & SOUTHWEST PAC STAIRS, POWER WASH THE EXISTING BRICK TO EXTENT SHOWN, AND INSTALL HELICAL TIES TO EXTENT SHOWN.
9. AT THE EXISTING COPINGS AND GUARDRAILS TO REMAIN IN PLACE, GC SHALL TAKE PRECAUTIONS TO PROTECT THESE EXISTING INSTALLATIONS FROM DAMAGES.

MAJOR ITEMS OF NEW WORK

1. AT BRICK VENEER ON STAIR WALLS ABUTTING PAC STAIRS

- A. REMOVE EXISTING RAILINGS FOR REPLACEMENT;
- B. REMOVE AND COPING STONES AND STACK FOR REINSTALLATION, EXCEPT AT LOCATIONS OF STAINLESS-STEEL TOP RAILINGS;
- C. REMOVE EXISTING FACE BRICK FOR REPLACEMENT AS SHOWN IN ELEVATIONS;
- D. REPAIR THE EXISTING CONCRETE STAIR WALLS AS PER TYPICAL CONCRETE CRACK & SPALL REPAIR DETAILS, DWG. S5. CALL FOR PRE & POST INSPECTIONS.
- E. REPLACE FACE BRICK AS PER SECTIONS #1 THRU #6, DWG. S5:
 - i. ON THE OUTSIDE WALLS - PROVIDE CONTINUOUS STAINLESS STEEL (S.S.) FLASHINGS AT BASE OF THE WALLS AT 6" MIN. ABOVE GRADE;
 - ii. ON INSIDE STAIR WALLS - PROVIDE STEP FLASHINGS AT 6" MIN. ABOVE STEPS, AND 6" ABOVE LANDINGS;
 - iii. PROVIDE OUTSIDE FLASHINGS.
- F. PROVIDE MASONRY WALL TIE BACKS AS PER SECTION 2/S5;
- G. PROVIDE WEEPS ABOVE ALL FLASHINGS PER SECTION 3/S5;
- H. PROVIDE MORTAR TRAPS ABOVE ALL FLASHINGS PER SECTION 3/S5;
- I. ON OUTSIDE WALLS, PROVIDE VERTICAL CONTROL JOINTS, PER SECTION 5/S5;
- J. RESET GRANITE COPINGS AS PER SECTION 6/S5;
- K. REPLACE CRACKED COPING STONES, COLLEGE TO SUPPLY STONE;
- L. BELOW THE BASE (MFL) FLASHINGS, FILL CAVITY JOINTS SOLID WITH MORTAR;
- M. CAULK AND SEAL ALL JOINTS AS PER TYPICAL DETAILS;
- N. REPAIR THE EXISTING CONCRETE STAIR WALLS AS PER TYPICAL CONCRETE CRACK & SPALL REPAIR DETAILS, DWG. S6;
- O. BELOW THE NORTHWEST & SOUTHWEST STAIRS, RECONSTRUCT 165 SF OF BRICK VENEER AS PER SECTIONS 1-6/S5.

2. AT BRICK VENEER ON BUILDING WALLS ABUTTING PAC STAIRS

- A. REMOVE ALL EX'G CONDUIT, JUNCTURE BOXES, & LIGHT FIXTURES AND PATCH WALLS;
- B. REMOVE ALL EXISTING RAILINGS AND PATCH THE WALLS;
- C. REPOINT THE BUILDING WALLS AS PER TYPICAL DETAILS, DWG. S6.

3. STAINLESS STEEL HAND RAILINGS & AT BOTH SIDES OF STAIRS & GUARD RAILINGS.
 - A. REMOVE & DISPOSE OF EXISTING WOOD HAND RAILINGS, PATCH THE WALLS;
 - B. FIELD MEASURE EXISTING CONDITIONS;
 - C. PREPARE SHOP DRAWINGS OF THE STAINLESS STEEL, WALL MOUNTED, TUBULAR PIPE HAND RAILS & GUARD RAILINGS (REFER TO DWGS. S1-S4, AND DWG. S7);
 - D. INSTALL STAINLESS STEEL RAILINGS AND GUARD RAILINGS AFTER THE STAIR TOPPING SLAB FINISHES ARE COMPLETED.
4. CONDUCT CONCRETE REPAIRS TO WALLS & STAIR CONCRETE AS PER TYPICAL CONCRETE CRACK & SPALL REPAIR DETAILS, DWG. S6.
5. INSTALL ALL HELI-TIES (AS PER SECTION 16/S7), PRIOR TO REMOVING 16" OF BRICK VENEER FROM TOP OF CONC. STAIR STRUCTURE AS SHOWN IN ELEVATIONS C/S2 & ELEVATION C/S4. INSTALL HELI-TIES
6. INSTALL NEW CAST-IN-PLACE CONCRETE TOPPING SLAB OVER THE EXISTING STAIR STRUCTURES AT FOUR (4) PAC STAIRS (REF. TO DWGS. S1 THRU S4), AS FOLLOWS:
 - A. THE NEW TOPPING SLABS SHALL BE CAST SUCH THAT EACH STAIR SHALL HAVE UNIFORM DEPTH TREADS AND UNIFORM HEIGHT RISERS.
 - B. THE STAIR TOPPINGS SHALL BE INSTALLED PRIOR TO THE GC. PREPARATION OF THE HAND RAILINGS SHOP DRAWINGS.
 - C. THE GC. SHALL PREPARE SHOP DRAWING OF THE STAIR SHOWING THE EXISTING FIELD MEASURED STAIR STRUCTURE AND REQUIRED TOPPING CONCRETE TO ACHIEVE UNIFORM RISERS & TREADS FROM TOP TO BOTTOM OF EACH STAIR.
 - D. THE TOPPING SLAB SHALL EXTEND THE FULL WIDTH OF THE EXISTING ADJACENT WALLS (NOTE: HELI-TIES DRILLED AND GROUTED IN PLACE PRIOR TO ANY BRICK REMOVAL, AS PER NOTE #5).

LIGHTING

1. SUPPLY AND INSTALL RECTANGULAR STEP SURFACE MOUNTED STEP LIGHT FIXTURE MOUNTED 30" ABOVE STAIR LEVEL SHALL BE WINONA "RECTANGULAR SURFACE MOUNT STEP LIGHTING - STEP11 WLRECT L LST1A 700MA WHT30K MVOLT BSS". FOR LOCATION REFER TO ELEVATIONS ON DWGS. S1 - S4.
2. FOR ELECTRICAL INFORMATION, REFER TO SHEET E1 & SPECIFICATIONS.

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

ALTERNATE #1 - INSTALL MIDDLE RAILING IN ALL FOR STAIRS.

ALTERNATE #2 - INSTALL 7 STEP MOUNT LIGHT FIXTURES ON STAIRS X 4 STAIRS = 28 FIXTURES, SO THAT THERE ARE STEP LIGHTS ON BOTH SIDES OF THE PAC STAIRS. ALTERNATE #2 SHALL ALSO INCLUDE ALL ASSOCIATED ELECTRICAL WORK NECESSARY FOR WIRING, CONDUIT, JUNCTION BOX, HOOKUP TO TIME CLOCK AND SUCH FORTH.

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.

<https://www.purchase.edu/offices/registrar/academic-calendar/>

- 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 4:00 PM. Sequence the work in phases to meet the following interim milestones dates:
- e. On the Date of Substantial Completion in the Proposal, access to the work area for any uncompleted work and for punch list items shall be restricted to after 5:00 PM and prior to 7:00 AM and comply with the following:
 - 1. Methods of performing work shall not hinder or disrupt the Campus' occupancy, reduce Campus provided levels of cleanliness and ambient environmental conditions and affect building systems, services, and utilities serving the building unless, upon completion of each shift's work that is performed outside of normal Campus work hours, the Contractor provides cleaning to return the work areas to a similar level of cleanliness as normally provided by the Campus, returns spaces to their normal ambient environmental conditions and restores building systems, services, and utilities serving the occupancy.
 - 2. No material or equipment shall remain inside the building unless in the active use and control of Contractor personnel.
 - 3. The Contractor shall provide all utility relocations and re-routings necessary to maintain the existing utilities at their current level of service, including limiting their shutdowns for tie-ins and cutovers to those periods specified. All new work shall be in place, tested and accepted prior to performing a shutdown for the required tie in.
- f. Time Delay Allowance: In addition to the requirements of Article III of the Agreement, the base bid contract duration to perform the work specified in the proposal shall include not less than five (5) consecutive and/or non-consecutive eight hour working days in the Time Progress Schedule for delays that are of no fault of the Contractor or any of its subcontractors or suppliers, or caused by events or conditions that could not be reasonably anticipated. Provide notice of delay per Section 3.04 and request use of this time allowance. When approved by Consultant, the time allowance is expended for each work day that the contractor is unable to work and all delay time used is tracked in the Time Progress Schedule. After this base bid time allowance for delay is expended, comply with the requirements of Article III for any additional delays.

2. Cutting and Patching

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

- f. All new, altered, or restored work in the building shall match existing corresponding work in the material, construction finish, etc., unless otherwise specified or required by the drawings.

3. Clean-Up

- a. Periodic Cleaning: The Contractor shall at all times during the progress of the work keep the Site free from accumulation of waste matter or rubbish and shall confine its apparatus, materials and operations of its workmen to limits prescribed by law or by the Contract Limit Lines, except as the latter may be extended with the approval of the University. Cleaning of the structure(s), once enclosed, must be performed daily and removal of waste matter or rubbish must be performed at least once a week.
- b. Final Clean Up: Upon completion of the work covered by the Contract, the Contractor shall leave the completed project ready for use without the need of further cleaning of any kind and with all work in new condition and perfect order. In addition, upon completion of all work, the Contractor shall remove from the vicinity of the work and from the property owned or occupied by the State of New York, the State University of New York or the University, all plant, buildings, rubbish, unused materials, concrete forms and other materials belonging to it or used under its direction during construction or impairing the use or appearance of the property and shall restore such areas affected by the work to their original condition, and, in the event of its failure to do so, the same shall be removed by the University at the expense of the Contractor, and it and its surety shall be liable therefor.

4. Temporary Access and Parking

See supplemental Special Conditions for Construction.

5. Field Meetings

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

6. Operating Instructions and Manuals

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

7. Utility Shutdowns and Cut Overs

- a. Except as otherwise expressly provided in the Contract Documents, the Contractor shall be responsible for submitting to the University, for its approval, a proposed schedule of all utility shutdowns and Cut overs of all types which will be required to complete the Project; said schedule should contain a minimum of two (2) week's advance notice prior to the time of the proposed shutdown and cut over. Most campuses of the State University of New York are in full operation 12 months of the year, and shutdowns and Cut overs, depending upon their type,

generally must be scheduled on weekends, at night, or during holiday periods. The contract consideration is deemed to include all necessary overtime and all premium time, if any, that is required by the Contractor to complete the shutdowns or Cut overs.

- b. Temporary Connections: In the event the Contractor shall disrupt any existing services, the Contractor shall immediately make temporary connection to place such service back into operation and maintain the temporary connection until the Contractor makes the permanent connection. All work must be acceptable to the University.

8. Temporary Power for Construction Activities

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

9. Sanitary Facilities

The Contractor will be permitted to use existing toilet and janitor closet facilities as designated by the College provided the existing facilities are not misused, defaced, or left in an unsanitary condition. If the University deems that the existing facilities have been subject to misuse or left unsanitary, the Contractor shall be informed and caused to install and maintain (at its own cost) temporary, sanitary facilities at approved locations. The Contractor shall also be held responsible for the cost of cleaning and repair of any damage to said existing facilities and adherence to health and sanitary codes of the State of New York.

10. Temporary Heat

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

more than 78 degrees F.

11. Temporary Light

The contractor shall install, maintain and remove Underwriter's Label temporary lighting sockets, light bulbs, and intermittent power sockets as approved by the University. The minimum temporary lighting to be provided is at the rate of 1/4 watt per square foot and be maintained for 24 hours, 7 days per week at stairs and exit corridors; in all other spaces, temporary lighting is to be maintained during working hours. Installation shall be in accordance with the National Electric Code.

12. Temporary Water for Construction Purposes

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

13. Conducting Work

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

14. Safety and Protective Facilities

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

15. Protection of Existing Structures, Vegetation and Utilities

The Contractor, during the course of its work, shall not damage any buildings, structures and utilities, public or private, including poles, signs, services to buildings, utilities in the street, gas pipes, water pipes,

hydrants, sewers, drains and electric power and lighting and telephone cables, lawns, curbs, plants and other improvements. Any damage resulting from the Contractor's operations shall be repaired or replaced at its expense.

16. Abbreviations and References

The following abbreviations may be used in these Specifications:

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

17. Use of Elevators

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

18. Salvage of Materials

Remove and legally dispose of all debris and other materials resulting from the alterations to State University property. The following items shall remain the property of the University and shall be stored at the site as directed by the University:

- a. Salvageable Existing Stone Copings.
- b. Salvageable Existing Stone Paving on Treads
- c. Left over brick purchased as part of the project, and not used.

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. COVID-19 Contractor Requirements and Guidance for Construction Jobsites

The Contractor will comply with NYS DOH Interim COVID-19 Guidance for Construction Projects, "Guidance", as may be amended or superseded, which is made a part of the contract work for this Project. All costs and time associated with compliance with the current Guidance are included in the Contract consideration in Article IV of the Agreement. The current Guidance for Construction Projects is available at the following website:

<https://forward.ny.gov/industries-reopening-phase#phase-one-construction>

29. 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 # 2020002962 at <https://labor.ny.gov/workerprotection/publicwork/OWSaccess.shtm>.

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

Appendix – Special Conditions for Construction Specifications

Part 1 – Use of Premise

1.1 General

- A. Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. *For purposes of this provision, "site" shall include all existing structures.*
- B. The Building in which the Work is to be performed is currently occupied by residential areas, offices and/or classrooms. Each Contractor shall have limited use of premises for construction operations, including use of Project site, during the construction period. Each Contractor's use of premises is limited only as outlined in this section and/or any other section of the specifications, or at the College's discretion, to perform work or to retain other contractors on portions of Project.
- C. Coordination with Other Contractors:
 - 1). The Contractor will need to have their portion of the Work coordinated with other Contractors working on the site so that their work conforms to the progressive operation of all the work covered under other contracts that the College has let on this site.
 - 2). Each Contractor shall afford other Contractors reasonable opportunities for the introduction and storage of their supplies, materials, equipment, and execution of their work.
 - 3). If the Contractor or such other contractors contend that their work of the progress thereof is being interfered with by the acts or omissions of the 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 College of such contention. Upon receipt of such notification or on its own initiative, the College shall investigate the situation and issue such instructions to the Contractor or such other contractors with respect thereto as it may deem proper. The College shall determine the rights of the Contractor and of such other contractors and the sequence of work necessary to expedite the completion of the work covered by said other contracts.
- D. All work is to be conducted in such a manner as to cause a minimum degree of interference with the College's operations and academic schedule. Contractor is to coordinate their work with the College's classroom schedule.
- E. The Contractor and its employees shall comply with all College regulations governing conduct, access to the premises, and operation of equipment.
- F. Maintain all paths of egress and keep clear of all materials and debris.
- G. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, and other adjacent occupied or used facilities without written permission from College.
- H. Should it become necessary, in the judgment of the College, 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 College 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 College and the same are moved or caused to be moved by the Contractor at the College's request, such removal shall be deemed extra work and the Contractor shall be compensated.

1.2 Campus Regulations

- A. The contractor and his/her employees, subcontractors, etc., will not fraternize with any building or campus occupants. This includes but is not limited to students, faculty, and employees of the State other than those designated, visitors and guests. At no time will it be appropriate to say anything derogatory to the above referenced individuals. Harassment, verbal or otherwise, of the above referenced individuals will **not** be tolerated. If an incident arises, the Contractor will be directed to **permanently remove** the employee from the site.

- B. No drugs are permitted on campus.
- C. No smoking is permitted in the buildings.
- D. The contractor, employees and sub-contractors are required to stay within the construction boundary lines at all times.
- E. The contractor, employees, and sub-contractors must recognize the fact that this is an institute for learning. Flexibility will be required during certain times of the academic year.

1.3 Use of Permanent Utilities

- A. As the building is still under construction, when each permanent utility is operational, it may be used for construction purposes, if acceptable, in writing, by the College. The written request for permission for use of the system from the College shall include, as a minimum, the conditions and reasons for use and provisions for and effect on equipment warranties. In the event that the College accepts the Contractors use of the permanent utility for the balance of the Work, the Contractor shall be fully responsible for it, and shall pay all costs for operation, power, restoration and maintenance of same.
- B. If the existing facilities are not adequate for the Contractor, locate temporary facilities where they will serve Project adequately and result in minimum interference with performance of the Work and disruption to the College. Any temporary facilities location is to be reviewed and approved by College's Representative.

1.4 Storage and Staging of Materials

- A. The following shall apply to this project
 - 1). The Contractor shall store materials and equipment within areas designated by the College.
 - 2). Security for stored equipment and materials shall be the responsibility of the Contractor.
 - 3). No vehicles will be permitted on the Plaza. Any and all materials and/or equipment brought or stored on the Plaza shall not exceed the maximum weight limit of 150 psf.
 - 4). Access to the construction site for delivery of materials and equipment is limited. Temporary parking for the loading and unloading of the same shall be arranged only with prior approval of the College.
 - 5). The Contractor shall at all times keep access routes, and parking and staging areas clean of debris and other obstructions resulting from the work.

1.5 Temporary Power for Construction Activities

- A. Electrical energy, as it exists within the work area, will be available at no cost to the Contractor from existing outlets or panels from locations approved by the College. As this site is still under construction, if electrical power is not available in the area of work, it is the Contractor's responsibility to provide necessary power to perform the Work. Typically available power may be used for small power tools (not exceeding ½ HP).

1.6 Temporary Lighting / Heating & Cooling / Water

- A. Electrical lighting, as it exists within the work area, is available to the contractor at no cost. As this site is still under construction, if electrical lighting is not available in the area of work, it is the Contractor's responsibility to provide necessary temporary equipment to perform the Work at its cost.

1.7 Temporary Sanitary Facilities

- A. Toilet, Water, and Drinking Water Facilities: The Contractor shall make arrangements with the College for use of the existing toilet, water, and drinking water facilities. It is the Contractor's responsibility to maintain the facility during the construction and restore to original state upon completion of the project.

1.8 Temporary Parking

A. Contractor is to abide to the following:

- 1). The Contractor and its employees shall be subject to all the rules and regulations of the College, including parking regulations. The College is regulated by New York State Vehicle and Traffic Laws.
- 2). The Contractor and its employees shall only park in the designated areas in Lot #W-2. There shall be no parking in other areas of the campus (unless prior written authorization is provided by the College Chief of Police).
- 3). Parking violations are subject to fines and are the sole responsibility of the Contractor or its employees. Vehicles that are parked illegally may be towed at the expense of the owner/driver.
- 4). All vehicles are required at all times to register with the College's Public Safety Unit.
- 5). There is \$35.00 fee for parking permits. The fee is per vehicle and permits need to be display whenever the vehicle is parked on campus.

1.9 Temporary Support Facilities

- A. Construction Aids: Provide all items, such as lifting devices, all scaffolding, staging, platforms, runways, ladders; and all temporary flooring, as required by the various trades for the proper execution of the Work. Provide such construction aids with proper guys, bracing, guards, railings and other safety devices as required by the governing authorities and OSHA.
- B. Elevator and Loading Dock Usage: The Contractor shall make all arrangements with the College's Representative for the use of elevators as required for transporting material and workmen to the work areas and for the disposal of rubbish and waste materials.

1.10 Safety and Protection of Facilities

- A. The Contractor shall provide the necessary safeguards to prevent accidents, to avoid all necessary hazards and protect the public, the Faculty and Staff, students, the work, and the property at all times, including Saturdays, Sundays, holidays, and other times when no work is being done. The Contractor shall submit a safety plan which shall be certified by a Certified Safety Professional from the Board of Certified Safety Professionals (www.bcsp.org).
- 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 the users of the project area, adjoining areas, 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.
- C. Fire safety during construction:
- 1). The Contractor shall provide all temporary equipment, labor and materials required for compliance with the applicable provisions of Chapter 14, Fire Safety during Construction and Demolition, of the Fire Code of New York State.
 - 2). For areas and spaces under their control, the Contractor shall comply with Chapter 14 of the Fire Code of New York State, titled "Fire Safety during Construction and Demolition". Subject to approval by the College's Consultant and the College, the Contractor shall designate one person as the **fire prevention program superintendent**. This superintendent shall be responsible for the fire prevention program required by Section 1408 of the Fire Code of New York State and implementing the minimum safeguards for construction, alteration, and demolition operations that provide reasonable safety to life and property from fire during the Contractor's operations. Responsibilities also include developing and maintaining pre-fire plans per 1408.2, the training of the Contractor's workforce per 1408.3, maintenance of the fire protection equipment per 1408.4, supervising hot work operations per 1408.5, and implementing temporary impairment to existing fire protection systems per 1408.6 & 1408.7. This superintendent shall also provide periodic written reports at the field meetings and respond to questions raised concerning compliance with Chapter 14 of the Fire Code of New York State.

D. Contractor shall comply with Labor Law Section 220-h; provide workers certified as having successfully completed the OSHA 10-hour construction safety and health course; and comply with applicable NYS DOL rules and regulations for monitoring and reporting compliance.

E. Temporary Fire Protection:

- 1). If the existing building is to be partially occupied during the course of the project, all existing exits and fire protection systems shall be continuously maintained in the occupied spaces/phases, or other measures must be taken which in the opinion of the College's Consultant and/or College will provide equal safety. Those portions occupied by the College must be available for their use 24hours 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. 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.

F. Fire Watch Requirements:

- 1). If any of the work of the Contractor;
 - a) Disables any fire suppression systems, standpipes systems, fire alarm systems, fire detection systems, smoke control systems and/or smoke vents as defined in Chapter 9 of the Fire Code of New York State (FCNYS).
 - b) Involves welding, cutting, open torches and other hot work as defined in Chapter 26 of the FCNYS and/or involves demolition activities that are hazardous in nature as defined in Chapter 14 of the FCNYS.

Then the Contractor shall provide a fire watch or perform the work during the hours where the building is scheduled by the College to be closed, in accordance with Section 901.7 of the FCNYS, for structures that have campus occupancy.

- 2). If a fire watch is required, the Contractor shall provide all labor that is required. The Contractor shall:
 - a) Contact the New York State Department of State Office of Fire Prevention and Control (OFPC) at 41 State Street, Albany, NY 12231-0001, Phone: (518) 474-6746, Fax: (518) 474-3240, e-mail: fire@dos.state.ny.us and obtain its currently amended recommendation for fire watch procedures. Review the OFPC recommendations and notify the College's Consultant and/or College Representative if there are significant discrepancies with the requirements of this section.
 - b) Review the fire watch procedures with the College's alarm monitoring staff (University Police – 914-251-6900) and the fire department prior to disabling a fire protection system. Submit a plan for the fire watch for approval by the College's Consultant and/or College Representative, and schedule a pre-system shutdown meeting with the College's Consultant and/or College Representative.
 - c) Employ, instruct and maintain competent fire watch personnel. Provide the sufficient number of dedicated personnel that are required to patrol all portions of the means of egress system in the facility in the period of time required.
 - d) Notify University Police (UPD) prior to and at the conclusion of the fire watch.
 - e) Employ competent personnel to fix the fire protection system (see section 1.11 below).
- 3). Fire Watch Duties: Personnel serving as a fire watch have the following duties:
 - a) Conduct periodic patrols of the entire facility as specified below.
 - b) Identify any fire, life or property hazards.
 - c) Notify the UPD if a fire is discovered by call (914-251-6911), with the exact address and type of emergency.
 - d) Notify occupants of the facility of the need to evacuate. If sirens or public address function of the alarm system are still functional, use them to assist with evacuation of the building.
 - e) Have access to at least one means of direct communication with UPD. A cell phone is acceptable.
 - f) Maintain a written log of fire watch activities.

- g) Have knowledge of the location and use of fire protection equipment, such as fire extinguishers. (Note: The fire watch will not perform fire-fighting duties beyond the scope of the ordinary citizen).
 - h) Perform no other duties that are not directly part of the fire watch duties.
- 4). Frequency of Inspections: Fire watch personnel should patrol the entire facility patrol every 30 minutes except in the following situations, where patrols shall be every 15 minutes:
 - a) The facility has people sleeping.
- 5). Record Keeping: A fire watch log should be maintained at the facility. The log should show the following:
 - a) Address of the facility.
 - b) Times that the patrol has completed each tour of the facility.
 - c) Name of the person(s) conducting the fire watch.
 - d) Records of communication(s) to the University Police.
 - e) Record of other information directed by the College's Consultant and/of the College Representative.

1.11 Modifications / Alterations to Campus Existing Fire Alarm Systems

- A. The Campus standard for its fire alarm is the Edwards Fire Alarm System. Any contractor working on the Campus fire alarm system must be a licensed fire alarm installer. Any contractor working on adding to or modifying the existing fire alarm system's programming, must be certified to work on an Edwards Fire Alarm System and provide proof of that certification.
- B. A Pre-Fire Alarm construction meeting will be required between the Contractor, their fire alarm sub-contractors, and the College's Representative prior to any fire alarm work occurring.
- C. Contractor shall coordinate all modifications and/or alternations to the existing building's fire alarm systems with the College's Representative. If the work shall affect the existing fire alarm system in adjoining areas, the contractor must submit, in writing, their plan to protect and maintain the systems in the adjoining spaces, to the College's Representative for the College's review and approval, at least 72 hours in advance.
- D. Where demolition and dust may impact existing fire alarm smoke heads, the contractor shall protect these heads prior to beginning any work and follow the College's protocol listed below. If smoke heads are protected during the day, while work is occurring, the Contractor must uncover these heads at the end of each work day before leaving the site. The area protected by covered smoke heads must be continuously monitored while the heads are covered. The fire alarm systems must be operational at all times during construction. In the event that there is a need to shut down the system, the Contractor must notify the College in writing at least 72 hours in advance and provide a Fire Watch for all of the areas affected by the shutdown during the times the systems are non-operational.
- E. Where work will impact the existing fire alarm system, the contractor's site supervisor must follow the following protocol:
 - 1) Contractor Supervisor to contact the College's University Police (251-6900) prior to beginning work for the day and let them know where work is occurring and which smoke heads are being covered or device made inoperable.
 - 2) Cover smoke heads and make scheduled devices inoperable. Call University Police once heads are covered.
 - 3) Contractor to perform scheduled work. The area must be continuously monitored while the smoke heads are covered.
 - 4) At the end of the work day, Contractor Supervisor to College's University Police and let them know smoke head covers are being removed. It's strongly recommended that Contractor let's day's dust settle and clean around the devices prior to removing protective covers to avoid unintended activation.

Part 2 – Party Responsibilities

2.1 Information and Services Required of the College

- A. Furnished Information: College shall furnish (if available) surveys, existing plans, or other required information describing physical characteristics, legal limitation and utility locations for the site of the Project, and a legal description of the site. These documents are for information purposes only. They are to be field verified by the Contractor for accuracy. The College will not be responsible if actual conditions vary from what is indicated on the documents. Plans will be released to awarded Bidder in PDF electronic format.
- B. College's Right to Stop the Work: If Contractor fails to correct Work which is not in accordance with the requirements outlined, or fails to carry out Work in accordance with the Contract Documents, the College, by written order signed personally or by an agent specifically so empowered by the College in writing, may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the College to stop the Work shall not give rise to a duty on the part of the College to exercise this right for the benefit of Contractor or any other person or entity.
- C. College's Right to Carry Out the Work: If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten (10) business-day period after receipt of written notice from College to commence and continue correction of such default or neglect with diligence and promptness, College may, without prejudice to other remedies College may have, correct such deficiencies. *College may offset* from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation for Consultant's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the College.

2.2 Information and Services Required of the Contractor

- A. Review of Contract Documents: Contractor shall carefully study and compare the Contract Documents with each other and with the information furnished by the College, and shall at once report to the College Representative errors, inconsistencies or omissions discovered.
- B. Review of Field Conditions: Contractor shall, *sufficiently in advance of undertaking the Work*, take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents. Errors, inconsistencies or omissions discovered shall be reported to the College Representative at once. *If Contractor performs any construction activity which involves an error, inconsistency or omission which Contractor knew of or should reasonably have known of, without notice to College, Contractor shall assume responsibility for such performance and shall bear all costs of correction.*
- C. Construction Schedule: Contractor, promptly after being awarded the Contract, shall prepare and submit for College Representative, a Contractor's construction schedule for the Work.
- D. Supervision:
 - 1). Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over *construction means*, methods, techniques, sequences and procedures *including safety programs and procedures*, and for coordinating all portions of the Work under the Contract.
 - 2). Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Contract. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
 - 3). Contractor shall be responsible for inspection of related portions of Work already performed, *as well as existing conditions*, to determine that such are in proper condition to receive subsequent Work.
- E. Contractor shall be responsible to College for acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and other *persons or entities directly or indirectly employed by them* performing portions of the Work under a contract with Contractor
- F. Cutting and Patchwork:
 - 1). Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

- 2). Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying or load-deflection ratio.
 - 3). 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 (i.e., mechanical systems, plumbing, fire alarm, etc.).
 - 4). 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.
 - 5). Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 6). Dispose of demolished items and materials promptly.
 - 7). Return elements of construction and surfaces that are to remain to condition existing before selective demolition operations began.
 - 8). Existing utilities services to the College must be maintained at all times. If the Contractor is required to affect these services in order to complete the Work, Contractor must obtain written permission from the College prior to this work (also see Special Requirements Section). Any damage or disruption of services shall need to be repaired immediately and at the Contractor's expense.
- G. Hot Work Permits:
- 1) If the work requires any Hot Work (including cutting, welding, Thermit welding, brazing, soldering (except soldering electronics or electrical components with an electric soldering iron or gun), grinding, thermal spraying, thawing pipe, installation of torch-applied roof systems or any other similar situation), the Contractor shall be required to obtain a Hot Work Permit issued by the College. The Contractor shall request this through the College Representative, and be given a copy of the College's "Hot Work Guidelines and Permit Process" and the permit forms to be filled out. The Contractor must request, submit, and be given a permit before any Hot Work begins.
- H. Cleaning Up:
- 1). Contractor shall *at all times* keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work Contractor shall remove from and about Project waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials.
 - 2). If Contractor fails to clean up as provided in the Contract Documents, College may do so and the cost thereof shall be charged to Contractor.
 - 3). If a dispute arises among Contractor, separate contractors and College as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described above, College may clean up and allocate the cost among those responsible
- I. Access to Work: Contractor shall provide College access to *all portions of* the Work in preparation and progress wherever located.

2.3 Communications Protocol for Contract Administration

- A. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, Contractor shall communicate through the College Representative to the College. Communications by and with College's consultants shall be through College Representative. Communications by and with Subcontractors and material suppliers shall be through Contractor.

Part 3 – Construction Administration Management

3.1 Project Meetings

- A. 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.
- 1) In addition to the requirements of the Agreement, the Contractor shall submit bi-weekly reports to the Consultant summarizing the last two weeks of work and next two weeks of work anticipated, listing the percent of work complete by trade, tabulating manpower utilized / projected, relevant shop drawing and submittals progress, relevant offsite fabrication progress and providing other information which may be reasonably required to understand the progress of the work.
 - 2) In addition to the above referenced meetings, the Contractor shall schedule and manage periodic coordination meetings at the site between it and all its trades, subcontractors, suppliers, manufacturers, etc. to settle the allotment of work per the Agreement and to review progress on submittals and shop drawing, progress on installation of the work, conflicts between work of trades, compliance with the design intent, adherence to the Contractor's schedule, quality control, planning for commissioning and training of campus personnel, and other items which require coordination and sharing of information. Representatives of the Consultant and the University may attend these meetings to observe and make comments. These meetings shall be held a minimum of once per month and more frequently where required to effectively coordinate the construction. The Contractor shall prepare and distribute summary minutes of these meetings within (5) five working days of the meeting, in accordance with the "Document Tracking and Change Control Paragraph" of this section. Distribution of the coordination meeting minutes shall be to all attendees with copies to the University and Consultant whether they are in attendance or not.
 - 3) The personnel representing the Contractor and its principal subcontractors shall have the authority to make decisions directly affecting the work.
 - 4) In addition to the above meetings, meet to review fire safety periodically during the work and, starting approximately (16) sixteen weeks prior to the scheduled date of substantial completion, the Contractor's principals, project manager and those of its significant subcontractors shall attend additional weekly meetings with the Owner and its consultant(s) to review the progress on preparing close out deliverables, including those in Sections Operating Instructions and Manuals, Warranties, and Training of Campus Personnel.

3.2 Requests for Information

- A. In the event that the Contractor determines that some portion of the Drawings and Project Manual for the project requires clarification or interpretation by the Consultant, the Contractor shall submit a Request for Information (RFI) in writing to the Consultant. The Contractor shall create an RFI log in a format approved by the Consultant. Submit the RFI log to the consultant prior to each periodic Field Meeting. Update the RFI log to reflect comments received at the Field Meetings. The Contractor shall define the issue that requires clarification or interpretation in clear and concise language as follows:
- 1) The Contractor shall customize RFI forms and logs for this project and submit them to the Consultant for review and approval prior to submission of any RFIs.
 - 2) Forms should include provisions for the Consultant's response, Contractor acceptance of response or rephrasing of question, and the Consultant's additional response if requested.
 - 3) Forms should include provisions for locating the issue within the building, by room number, name and nearest columns.

- 4) RFIs shall confirm that reasonable locations for the information required have been reviewed and document those locations by specific references to the Drawings and Project Manual on the RFI.
- 5) The Contractor shall review the RFI for systemic or global implications, including review of other pending RFIs and work of other phases, so that the final RFI submitted represents a reasonable consolidation of similar requests.
- 6) The Contractor shall coordinate and review the RFIs originating from its trades, subcontractors, suppliers, manufacturers, etc. for compliance with this process, including polling them and meeting with them onsite to review the issue prior to its submission as an RFI. The Consultant may attend such meetings.
- 7) Contractor to coordinate response from Consultant with subcontractors.
- 8) The RFI shall contain a description of what the Contractor believes to be the intent of the design documents, with due regard to the Agreement, along with reasons why the RFI is required.
- 9) RFIs shall only be submitted on the approved forms.
- 10) RFIs that do not comply with the above requirements will be returned to the Contractor for revision and resubmission.
 - B. The Consultant will review all RFIs to determine whether they are RFIs within the meaning of this term as defined above. If the Consultant determines that the document submitted is not an RFI, it will be returned to the Contractor un-reviewed as to content, for resubmission in the proper manner and it will be removed from the RFI log.
 - C. The Consultant will respond to all RFIs within (10) ten business days of its receipt, unless the Consultant determines that a longer time is required for an adequate, coordinated response. If the longer response time is deemed necessary, the Consultant will notify the Contractor of that necessity and indicate when the response will be completed within (10) ten business days of its original receipt.
 - D. Based on projects of similar complexity, it is anticipated that there may be up to (15) fifteen RFIs on this project and that multiple responses may be required to adequately answer each RFI.
 - E. Responses to RFIs shall not change any requirements of the documents.

3.3 Notice of Non-Compliance

- A. In the event the Consultant views the work or some portion thereof and finds that it has not been performed in accordance with the requirements of the contract documents, a Notice of Non-Compliance will be issued to the Contractor for action. Payment shall not be made for any portion of the work for which a Non-Compliance Notice has been issued and the work not corrected to the satisfaction of the Consultant.
- B. Upon receipt of a Non-Compliance Notice the Contractor shall provide a written response to the Notice within ten (10) working days after receipt of the Notice. The Contractor's response shall detail either:
 - 1) Why they believe that the work was performed in accordance with the contract documents, or,
 - 2) What corrective action they intend to take, at their sole expense, to correct the non-conforming work.
- C. Refer to the Agreement for Contractors contention to the decision.

3.4 Warranties

- A. Provide warranties for products, equipment, systems and installations required by other technical sections of Contract Documents for duration indicated. Warranties shall be individually listed in the project specific submittal log required by Shop Drawings and Samples.
- 1) All warranties required by Contract Documents shall commence on date of Substantial Completion shown on Page a-1 of the Agreement.
 - a). At no additional cost to the College, for products, equipment, systems and installations completed prior to the date of Substantial Completion, obtain and pay for warranty extensions that cover the additional time between the earlier date of their completion and the date of Substantial Completion.
 - 2) Provide a list of all Contractor provided warranties that are specified in Divisions 1 through 48, inclusive, and list who will inspect the work covered by the warranty (if applicable), when it will be done, who witnessed it and when, results (pass/fail), follow up action, comments and other information requested by the Consultant.
 1. Unless otherwise approved by the College, all inspections must be witnessed and signed off by the Consultant prior to acceptance of Contractor provided warranties that are specified in Divisions 1 through 48, inclusive.
 2. The Consultant will reject a Warranty issued prior to or without the manufacturer's field inspection of the work, if required in Divisions 1 through 48, inclusive.
 - 3) Unless otherwise approved by the Consultant and if required in Divisions 1 through 48, inclusive, the scheduled value of a Contractor provided warranty in the Contract Breakdown required by the Agreement shall be 5% of the amount of the work being warranted.
 - 4) Furnish and organize original warranties in a separate binder with a durable plastic cover. Organize the binder into separate sections by CSI number based on the table of contents of the project manual. Internally subdivide the binder contents with permanent page dividers, logically organized as described below, with tab titles clearly printed under reinforced laminated plastic tabs. Provide a printed Table of Contents.
 - a) Warranties shall be in the form required by the applicable technical sections of Contract Documents. Include procedures to follow and required notifications for warranty claims.
 - b) Warranty Certification: Written certification from the warrantor that the warranty is in effect and non-retractable due to any of the specified conditions. Warranties submitted without warranty certification will not be accepted.
 - c) Deliver the binder to the Consultant with the written notice of Substantial Completion required by the Agreement.
 - 5). For uncompleted work delayed beyond date of Substantial Completion, provide updated binder submittal within (10) ten days after acceptance, indicating date of acceptance as start of warranty period for any work delayed beyond date of Substantial Completion.

Applications for payment after the date of Substantial Completion may not be approved until the warranty certification and warranty documents are delivered to the Consultant.

End of Special Conditions for Construction

DIVISION 3 - CONCRETE

SECTION 03300 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes, for the following:

- ~~1. Footings.~~
- ~~2. Foundation walls.~~
- 3. Slabs-on-grade.
- 4. Suspended slabs.
- 5. Concrete toppings.
- ~~6. Building frame members.~~

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume; subject to compliance with requirements.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
 - 1. Indicate amounts of mixing water to be withheld for later addition at Project site.
- C. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar

diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.

- D. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer detailing fabrication, assembly, and support of formwork.
 - 1. Shoring and Reshoring: Indicate proposed schedule and sequence of stripping formwork, shoring removal, and installing and removing reshoring.
- E. Samples: For waterstops and vapor retarder.
- F. Welding certificates.
- G. Qualification Data: For Installer, manufacturer, testing agency.
- H. Material Certificates: For each of the following, signed by manufacturers:
 - 1. Cementitious materials.
 - 2. Admixtures.
 - 3. Form materials and form-release agents.
 - 4. Steel reinforcement and accessories.
 - 5. Fiber reinforcement.
 - 6. Waterstops.
 - 7. Curing compounds.
 - 8. Floor and slab treatments.
 - 9. Bonding agents.
 - 10. Adhesives.
 - 11. Vapor retarders.
 - 12. Joint-filler strips.
 - 13. Repair materials.
- I. Field quality-control test and inspection reports.
- J. Minutes of preinstallation conference.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.
- B. 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.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- C. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated, as

documented according to ASTM E 548.

1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program.
2. Personnel performing laboratory tests shall be 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. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from one source, and obtain admixtures through one source from a single manufacturer.
- E. Welding: Qualify procedures and personnel according to AWS D1.4, "Structural Welding Code--Reinforcing Steel."
- F. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
1. ACI 301, "Specification for Structural Concrete,"
 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
- G. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.
- H. Mockups: Cast concrete slab-on-grade and formed-surface panels to demonstrate typical joints, surface finish, texture, tolerances, and standard of workmanship.
1. Build panel approximately 200 sq. ft. (18.6 sq. m) for slab-on-grade and 100 sq. ft. (9.3 sq. m) for formed surface in the location indicated or, if not indicated, as directed by Engineer-of-Record .
 2. Approved panels may become part of the completed Work if undisturbed at time of Substantial Completion.
- I. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."
1. Before submitting design mixtures, review concrete design mixture and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:
 - a. Contractor's superintendent.
 - b. Independent testing agency responsible for concrete design mixtures.
 - c. Ready-mix concrete manufacturer.
 - d. Concrete subcontractor.
 2. Review special inspection and testing and inspecting agency procedures for field quality control, concrete finishes and finishing, cold- and hot-weather concreting procedures, curing procedures, construction contraction and isolation joints, and joint-filler strips,

shoring and reshoring procedures, anchor rod and anchorage device installation tolerances, steel reinforcement installation, floor and slab flatness and levelness measurement, concrete repair procedures, and concrete protection.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.
- B. Waterstops: Store waterstops under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.
 - 2. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.

2.2 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
 - 1. Plywood, metal, or other approved panel materials.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Forms for Cylindrical Columns, Pedestals, and Supports: Metal, glass-fiber-reinforced plastic, paper, or fiber tubes that will produce surfaces with gradual or abrupt irregularities not exceeding specified formwork surface class. Provide units with sufficient wall thickness to resist plastic concrete loads without detrimental deformation.
- D. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.
- E. Rustication Strips: Wood, metal, PVC, or rubber strips, kerfed for ease of form removal.
- F. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- G. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
1. Furnish units that will leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.
 2. Furnish ties that, when removed, will leave holes no larger than 1 inch in diameter in concrete surface.
 3. Furnish ties with integral water-barrier plates to walls indicated to receive dampproofing or waterproofing.

2.3 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
- B. Epoxy-Coated Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed bars, epoxy coated, with less than 2 percent damaged coating in each 12-inch bar length.
- C. Plain-Steel Wire: ASTM A 82, as drawn.
- D. Deformed-Steel Wire: ASTM A 496.
- E. Epoxy-Coated Wire: ASTM A 884/A 884M, Class A, Type 1 coated, as-drawn, plain-steel wire, with less than 2 percent damaged coating in each 12-inch wire length.
- F. Plain-Steel Welded Wire Reinforcement: ASTM A 185, plain, fabricated from as-drawn steel wire into flat sheets.

2.4 REINFORCEMENT ACCESSORIES

- A. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60, plain-steel bars, cut bars true to length with ends square and free of burrs.
- B. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating; compatible with epoxy coating on reinforcement and complying with ASTM A 775/A 775M.
- C. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:
1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.
 2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.

2.5 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
 - 1. Portland Cement: ASTM C 150, Type I/II III, gray. Supplement with the following:
 - a. Fly Ash: ASTM C 618, Class C.
- B. Silica Fume: ASTM C 1240, amorphous silica.
- C. Normal-Weight Aggregates: ASTM C 33, Class 3S coarse aggregate or better, graded. Provide aggregates from a single source with documented service record data of at least 10 years' satisfactory service in similar applications and service conditions using similar aggregates and cementitious materials.
 - 1. Maximum Coarse-Aggregate Size: 1-1/2 inches nominal.
 - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- D. Maximum Aggregate: ASTM C 330, 1-inch nominal maximum aggregate size.
- E. Water: ASTM C 94/C 94M and potable.

2.6 ADMIXTURES

- A. Air-Entraining Admixture: ASTM C 260.
- B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
 - 1. Water-Reducing Admixture: ASTM 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.

2.7 WATERSTOPS

- A. Self-Expanding Butyl Strip Waterstops: Manufactured rectangular or trapezoidal strip, butyl rubber with sodium bentonite or other hydrophilic polymers, for adhesive bonding to concrete, 3/4 by 1 inch.
 - 1. Available Products:
 - a. Colloid Environmental Technologies Company; Volclay Waterstop-RX.
 - b. Concrete Sealants Inc.; Conseal CS-231.
 - c. Greenstreak; Swellstop.
 - d. Henry Company, Sealants Division; Hydro-Flex.

- e. JP Specialties, Inc.; Earthshield Type 20.
 - f. Progress Unlimited, Inc.; Superstop.
 - g. TCMiraDRI; Mirastop.
- B. Self-Expanding Rubber Strip Waterstops: Manufactured rectangular or trapezoidal strip, bentonite-free hydrophilic polymer modified chloroprene rubber, for adhesive bonding to concrete, 3/8 by 3/4 inch.

1. Available Products:

- a. Deneef Construction Chemicals; Swellseal.
- b. Greenstreak; Hydrotite.
- c. Mitsubishi International Corporation; Adeka Ultra Seal.
- d. Progress Unlimited, Inc.; Superstop.

2.8 VAPOR RETARDERS

- A. Plastic Vapor Retarder: ASTM E 1745, Class C, or polyethylene sheet, ASTM D 4397, not less than 10 mils thick. Include manufacturer's recommended adhesive or pressure-sensitive joint tape.
- B. Granular Fill: Clean mixture of crushed stone or crushed or uncrushed gravel; ASTM D 448, Size 57, with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.
- C. Fine-Graded Granular Material: Clean mixture of crushed stone, crushed gravel, and manufactured or natural sand; ASTM D 448, Size 10, with 100 percent passing a 3/8-inch sieve, 10 to 30 percent passing a No. 100 sieve, and at least 5 percent passing No. 200 sieve; complying with deleterious substance limits of ASTM C 33 for fine aggregates.

2.9 FLOOR AND SLAB TREATMENTS

- A. Penetrating Liquid Floor Treatment: Clear, chemically reactive, waterborne solution of inorganic silicate or siliconate materials and proprietary components; odorless; colorless; that penetrates, hardens, and densifies concrete surfaces.

1. Available Products:

- a. Burke by Edoco; Titan Hard.
- b. ChemMasters; Chemisil Plus.
- c. ChemTec International; ChemTec One.
- d. Conspec Marketing & Manufacturing Co., Inc., a Dayton Superior Company; Intraseal.
- e. Curecrete Distribution Inc.; Ashford Formula.
- f. Dayton Superior Corporation; Day-Chem Sure Hard.
- g. Euclid Chemical Company (The); Euco Diamond Hard.
- h. Kaufman Products, Inc.; SureHard.
- i. L&M Construction Chemicals, Inc.; Seal Hard.
- j. Meadows, W. R., Inc.; Liqui-Hard.
- k. Metalcrete Industries; Floorsaver.

- l. Nox-Crete Products Group, Kinsman Corporation; Duranox.
- m. Symons Corporation, a Dayton Superior Company; Buff Hard.
- n. US Mix Products Company; US Spec Industraseal.
- o. Vexcon Chemicals, Inc.; Vexcon StarSeal PS.

2.10 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

1. Available Products:

- a. Axim Concrete Technologies; Cimfilm.
- b. Burke by Edoco; BurkeFilm.
- c. ChemMasters; Spray-Film.
- d. Conspec Marketing & Manufacturing Co., Inc., a Dayton Superior Company; Aquafilm.
- e. Dayton Superior Corporation; Sure Film.
- f. Euclid Chemical Company (The); Eucobar.
- g. Kaufman Products, Inc.; Vapor Aid.
- h. Lambert Corporation; Lambco Skin.
- i. L&M Construction Chemicals, Inc.; E-Con.
- j. MBT Protection and Repair, Div. of ChemRex; Confilm.
- k. Meadows, W. R., Inc.; Sealtight Evapre.
- l. Metalcrete Industries; Waterhold.
- m. Nox-Crete Products Group, Kinsman Corporation; Monofilm.
- n. Sika Corporation, Inc.; SikaFilm.
- o. Symons Corporation, a Dayton Superior Company; Finishing Aid.
- p. Unitex; Pro-Film.
- q. US Mix Products Company; US Spec Monofilm ER.
- r. Vexcon Chemicals, Inc.; Certi-Vex EnvioAssist.

- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.

- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

- D. Water: Potable.

2.11 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.
- B. Semirigid Joint Filler: Two-component, semirigid, 100 percent solids, epoxy resin with a Type A shore durometer hardness of 80 per ASTM D 2240.
- C. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

- D. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements, and as follows:
 - 1. Types I and II, non-load bearing IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
- E. Reglets: Fabricate reglets of not less than 0.0217-inch- thick, galvanized steel sheet. Temporarily fill or cover face opening of reglet to prevent intrusion of concrete or debris.
- F. Dovetail Anchor Slots: Hot-dip galvanized steel sheet, not less than 0.0336 inch thick, with bent tab anchors. Temporarily fill or cover face opening of slots to prevent intrusion of concrete or debris.

2.12 REPAIR MATERIALS

- A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch and that can be feathered at edges to match adjacent floor elevations.
 - 1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
 - 2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
 - 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by underlayment manufacturer.
 - 4. Compressive Strength: Not less than 4100 psi at 28 days when tested according to ASTM C 109/C 109M.
- B. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch and that can be feathered at edges to match adjacent floor elevations.
 - 1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
 - 2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
 - 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by topping manufacturer.
 - 4. Compressive Strength: Not less than 5000 psi at 28 days when tested according to ASTM C 109/C 109M.

2.13 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
 - 1. Use a qualified independent testing agency for preparing and reporting proposed mixture

designs based on laboratory trial mixtures.

- B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
 - 1. Fly Ash: 25 percent.
 - 2. Combined Fly Ash and Pozzolan: 25 percent.
 - 3. Ground Granulated Blast-Furnace Slag: 50 percent.
 - 4. Combined Fly Ash or Pozzolan and Ground Granulated Blast-Furnace Slag: 50 percent portland cement minimum, with fly ash or pozzolan not exceeding 25 percent.
 - 5. Silica Fume: 10 percent.
 - 6. Combined Fly Ash, Pozzolans, and Silica Fume: 35 percent with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.
 - 7. Combined Fly Ash or Pozzolans, Ground Granulated Blast-Furnace Slag, and Silica Fume: 50 percent with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.
- C. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- D. Admixtures: Use admixtures according to 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, concrete for apparatus structure slab, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.

2.14 CONCRETE MIXTURES FOR BUILDING ELEMENTS

Refer to structural drawings – for concrete mix requirements.

2.15 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.16 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.
 - 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347R as abrupt or gradual, as follows:
 - 1. Class A, 1/8 inch for smooth-formed finished surfaces.
 - 2. Class C, 1/2 inch for rough-formed finished surfaces.
- D. Construct forms tight enough to prevent loss of concrete mortar.
- E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
 - 1. Install keyways, reglets, recesses, and the like, for easy removal.
 - 2. Do not use rust-stained steel form-facing material.
- F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- H. Chamfer exterior corners and edges of permanently exposed concrete.
- I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC's "Code of Standard Practice for Steel Buildings and Bridges."

3.3 REMOVING AND REUSING FORMS

- A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete, if concrete is hard enough to not be damaged by form-removal operations and curing and protection operations are maintained.
 1. Leave formwork for beam soffits, joists, slabs, and other structural elements that supports weight of concrete in place until concrete has achieved at least 70 percent of its 28-day design compressive strength.
 2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.
- B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Engineer-of-Record.

3.4 SHORES AND RESHORES

- A. Comply with ACI 318 and ACI 301 for design, installation, and removal of shoring and reshoring.
 1. Do not remove shoring or reshoring until measurement of slab tolerances is complete.

3.5 VAPOR RETARDERS

- A. Plastic Vapor Retarders: Place, protect, and repair vapor retarders according to ASTM E 1643 and manufacturer's written instructions.
 1. Lap joints 6 inches and seal with manufacturer's recommended tape.
- B. Granular Course: Cover vapor retarder with granular fill, moisten, and compact with mechanical equipment to elevation tolerances of plus 0 inch or minus 3/4 inch.

3.6 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before

placing concrete.

- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that would reduce bond to concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
 - 1. Weld reinforcing bars according to AWS D1.4, where indicated.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.
- F. Epoxy-Coated Reinforcement: Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963/D 3963M. Use epoxy-coated steel wire ties to fasten epoxy-coated steel reinforcement.
- G. Zinc-Coated Reinforcement: Repair cut and damaged zinc coatings with zinc repair material according to ASTM A 780. Use galvanized steel wire ties to fasten zinc-coated steel reinforcement.

3.7 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer-of-Record.
 - 1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
 - 2. Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete.
 - 3. Locate joints for beams, slabs, joists, and girders in the middle third of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
 - 4. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
 - 5. Space vertical joints in walls a maximum of 20 feet. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
 - 1. 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 concrete develops random contraction cracks.

- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface, unless otherwise indicated.
2. Terminate full-width joint-filler strips not less than 1/2 inch or more than 1 inch below finished concrete surface where joint sealants, specified in Division 7 Section "Joint Sealants," are indicated.
3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.

3.8 WATERSTOPS

- A. Self-Expanding Strip Waterstops: Install in construction joints and at other locations indicated, according to manufacturer's written instructions, adhesive bonding, mechanically fastening, and firmly pressing into place. Install in longest lengths practicable.

3.9 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Engineer-of-Record .
- C. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
1. Deposit concrete in horizontal layers of depth to not exceed formwork design pressures and in a manner to avoid inclined construction joints.
 2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
 3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.
- D. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
1. Consolidate concrete during placement operations so concrete is thoroughly worked

- around reinforcement and other embedded items and into corners.
 2. Maintain reinforcement in position on chairs during concrete placement.
 3. Screed slab surfaces with a straightedge and strike off to correct elevations.
 4. Slope surfaces uniformly to drains where required.
 5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.
- E. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- F. Hot-Weather Placement: Comply with ACI 301 and as follows:
1. 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 to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

3.10 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
1. Apply to concrete surfaces not exposed to public view.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
1. Apply to concrete surfaces exposed to public view, to receive a rubbed finish, to be covered with a coating or covering material applied directly to concrete.
- C. Rubbed Finish: Apply the following to smooth-formed finished as-cast concrete where indicated:
1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform

color and texture. Do not apply cement grout other than that created by the rubbing process.

- D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.11 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraighening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes to produce a profile amplitude of 1/4 inch in 1 direction.
 - 1. Apply scratch finish to surfaces indicated and to receive concrete floor toppings.
- C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraighening until surface is left with a uniform, smooth, granular texture.
 - 1. Apply float finish to surfaces to receive trowel finish and to be covered with fluid-applied or sheet waterproofing, built-up or membrane roofing, or sand-bed terrazzo.
- D. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
 - 1. 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.
 - 2. Finish and measure surface so gap at any point between concrete surface and an unleveled, freestanding, 10-foot- long straightedge resting on 2 high spots and placed anywhere on the surface does not exceed 3/16 inch
- E. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces indicated where ceramic or quarry tile is to be installed by either thickset or thin-set method. While concrete is still plastic, slightly scarify surface with a fine broom.
 - 1. Comply with flatness and levelness tolerances for trowel finished floor surfaces.
- F. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.
 - 1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Engineer-of-Record before application.

3.12 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes and openings left in concrete structures, unless otherwise indicated, after work of other trades is in place. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.
- B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.
- C. Equipment Bases and Foundations: Provide machine and equipment bases and foundations as shown on Drawings. Set anchor bolts for machines and equipment at correct elevations, complying with diagrams or templates from manufacturer furnishing machines and equipment.
- D. Steel Pan Stairs: Provide concrete fill for steel pan stair treads, landings, and associated items. Cast-in inserts and accessories as shown on Drawings. Screed, tamp, and trowel-finish concrete surfaces.

3.13 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for the remainder of the curing period.
- D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.
- E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining

cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

- a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
 - b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
 - c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer certifies will not interfere with bonding of floor covering used on Project..
3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
- a. After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound will not interfere with bonding of floor covering used on Project.
4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.14 LIQUID FLOOR TREATMENTS

- A. Penetrating Liquid Floor Treatment: Prepare, apply, and finish penetrating liquid floor treatment according to manufacturer's written instructions.
1. Remove curing compounds, sealers, oil, dirt, laitance, and other contaminants and complete surface repairs.
 2. Do not apply to concrete that is less than 28 days' old.
 3. Apply liquid until surface is saturated, scrubbing into surface until a gel forms; rewet; and repeat brooming or scrubbing. Rinse with water; remove excess material until surface is dry. Apply a second coat in a similar manner if surface is rough or porous.

3.15 JOINT FILLING

- A. Prepare, clean, and install joint filler according to manufacturer's written instructions.
1. Defer joint filling until concrete has aged at least one month. Do not fill joints until construction traffic has permanently ceased.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact

faces of joint clean and dry.

- C. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.

3.16 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Engineer-of-Record. Remove and replace concrete that cannot be repaired and patched to Engineer-of-Record's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
 - 1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension in solid concrete, but not less than 1 inch in depth. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. 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 will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
 - 3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Engineer-of-Record.
- D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
 - 1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
 - 2. After concrete has cured at least 14 days, correct high areas by grinding.
 - 3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
 - 4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
 - 5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor

- elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
6. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
 7. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.
- E. Perform structural repairs of concrete, subject to Engineer-of-Record's approval, using epoxy adhesive and patching mortar.
- F. Repair materials and installation not specified above may be used, subject to Engineer-of-Record's approval.

3.17 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
- B. Inspections:
1. Steel reinforcement placement.
 2. Steel reinforcement welding.
 3. Headed bolts and studs.
 4. Verification of use of required design mixture.
 5. Concrete placement, including conveying and depositing.
 6. Curing procedures and maintenance of curing temperature.
 7. Verification of concrete strength before removal of shores and forms from beams and slabs.
- C. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
 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, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.

4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
5. Compression Test Specimens: ASTM C 31/C 31M.
 - a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
 - b. Cast and field cure two sets of two standard cylinder specimens for each composite sample.
6. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.
 - a. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.
 - b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
7. 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.
8. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
9. Test results shall be reported in writing to Engineer-of-Record, 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.
10. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer-of-Record but will not be used as sole basis for approval or rejection of concrete.
11. 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 Engineer-of-Record. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Engineer-of-Record.
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.

CONCRETE CURING AND PROTECTION

A. General:

1. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Maintain concrete with minimal moisture loss at a relatively constant temperature for the period necessary for hydration of the cement and hardening of concrete. Limit moisture loss to a maximum of 0.05 lb./sq. ft – hr for concrete

containing silica fume and 0.2 lb./sq. ft. - hr for all other concrete before and during finishing operations.. If using an evaporation retarder, apply in accordance with manufacturer's instructions after screeding and bull floating, but before power floating and troweling.

2. Curing shall commence as soon as free water has disappeared from the concrete surface after placing and finishing. The curing period shall be 7 days for all concrete except high early strength concrete which shall be cured for 3 days minimum.
3. Alternatively, curing times may be reduced if either of the following provisions is complied with:
 - a. If tests are made of cylinders kept adjacent to the structure and cured by the same methods, curing measures may be terminated when the average compressive strength has reached 70% of the specified 28 day compressive strength.
 - b. If the temperature of the concrete is maintained at a minimum of 50°F for the same length of time required for laboratory cured cylinders of the same concrete to reach 85% of the 28 day compressive strength, then curing may be terminated thereafter.
4. Curing shall be in accordance with ACI 301 procedures. Avoid rapid drying at the end of the curing period.

B. Curing Formed Surfaces: Where wooden forms are used, cure formed concrete surfaces by moist curing with forms in place for full curing period or until forms are removed. When forms are removed, continue curing by one or a combination of the methods specified below, as applicable.

1. Walls: Moist cure in forms or by one or a combination of methods 1, 2 or 3 specified below. Use a liquid membrane-forming dissipating resin curing compound conforming to ASTM C 309, type 1, class A or B for method 3.

C. Curing Unformed Surfaces: Cure unformed surfaces, such as slabs, floor topping and other flat surfaces by one or a combination of the methods specified below, as applicable. The Contractor shall choose a curing method that is compatible with the requirements for subsequent material usage on the concrete surface.

1. Floors Directly Exposed Foot Traffic : Apply two coats of a high-solids, water-base, non-yellowing, liquid membrane-forming curing and sealing compound conforming to ASTM C 1315, type 1, Class A in accordance with method 3 as specified below.

2. Floors in Non-Public spaces that are left exposed to view and not receiving sealers or hardeners, floors involved in under-floor air distribution systems: Apply one coat of a high-solids, water-based, non-yellowing, liquid membrane-forming curing and sealing compound conforming to ASTM C 1315, type 1, Class A or B in accordance with method 3 as specified below.
3. Floors that are to receive subsequent cementitious toppings, sealers, hardeners, ceramic tile, acrylic terrazzo, vinyl composition tile, sheet vinyl, linoleum, vinyl-backed carpet, rubber, athletic flooring, synthetic turf, wood, epoxy overlay or adhesive, or other coating or finishing products: Cure using methods 2 or 3 as specified below. Use a water-based dissipating resin type curing compound conforming to ASTM C 309, type 1, class A or B for method 3.
4. All Other Surfaces: Cure using methods 1, 2, or 3 as specified below. Use a water-based dissipating resin type curing compound conforming to ASTM C 309, type 1, class A or B for method 3.

D. Curing Methods

1. Method 1 - Moisture Curing: Provide moisture curing by one of the following methods:
 - a. Keep concrete surface continuously wet by covering with water.
 - b. Continuous water-fog spray.
 - c. Covering concrete surface with specified absorptive cover, thoroughly saturating cover with water and keeping continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with 4" lap over adjacent absorptive covers.
2. Method 2 - Moisture-Retaining Cover Curing: Provide moisture-retaining cover curing as follows:
 - a. Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least 3" and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape. Water may be added to concrete surface to prevent drying before the cover is installed, but the surface shall not be flooded with water if a non-absorptive cover is used.
3. Method 3 – Curing or Curing and Sealing Compound: Provide curing, curing/hardener, liquid membrane-forming curing, or curing and sealing compound as follows:
 - a. Apply specified compound to concrete slabs as soon as final finishing operations are complete (within 2 hours and after surface water sheen has disappeared). Apply uniformly in continuous operation by power-spray or roller in accordance with manufacturer's directions. Do not allow to puddle. Recoat areas subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period. Apply second coat for sealing 2 to 3 hours after the first coat was applied.
 - b. Do not use membrane-forming curing and sealing compounds on surfaces which are to be covered with coating material applied directly to concrete, liquid floor hardener, waterproofing, dampproofing, membrane roofing, flooring

(such as ceramic or quarry tile, glued-down carpet, vinyl composition tile, linoleum, sheet vinyl, rubber, athletic flooring, synthetic turf, epoxy overlay or adhesive, or wood), paint or other coatings and finish materials., Dissipating resin type cures are acceptable in these locations.

3.19 HOT WEATHER CONCRETING

- A. Definition: Conditions warranting hot weather concreting practices are defined as any combination of high air temperature, low relative humidity and wind velocity tending to impair the quality of fresh or hardened concrete or otherwise result in abnormal properties. If

conditions cause an evaporation rate of 0.2 lb./sq. ft./hr. as calculated by Figure 2.1.5 in ACI 305R-99, then precautions shall be taken to prevent plastic shrinkage cracks from occurring.

- B. Specification: Follow hot weather concreting practices specified below when required to limit the concrete temperature at the truck discharge point to the stated maximum acceptable temperature.
- C. Records: Under hot weather conditions, the Contractor shall keep records of outside air temperature, concrete temperature at truck discharge and general weather conditions.
- D. Hot Weather Concreting Requirements: The following items, all or in part as required, shall be followed to limit the concrete temperature to the stated maximum acceptable temperature and to minimize the possibility of plastic shrinkage cracks from developing.
1. Design the concrete mixes specifically for hot weather conditions replacing some cement with fly ash or other pozzolan and using a water reducing retarding admixture (ASTM C494 Type D).
 2. Use the largest size and amount of coarse aggregate compatible with the job.
 3. Use sunshades and/or windbreaks.
 4. Delay construction of indoor slabs-on-grade until the walls and roof are constructed.
 5. Cool and shade aggregate stockpiles.
 6. Use ice as part of the mixing water or cool the water with liquid nitrogen.
 7. Limit the number of revolutions at mixing speed to 125 maximum.
 8. Reduce time between mixing and placing as much as possible.
 9. Do not add water to ready-mixed concrete at the job site unless it is part of the amount required initially for the specified water-cement ratio and the specified slump.
 10. Schedule concrete placement for early morning, late afternoon, or night.
 11. Have all forms, equipment and workers ready to receive and handle concrete.
 12. Maintain one standby vibrator for every three vibrators used.
 13. Keep all equipment and material cool by spraying with water including exteriors of forms, reinforcing steel, subgrade, chutes, conveyors, pump lines, tremies, and buggies.
 14. Protect slab concrete at all stages against undue evaporation by applying a fog spray or mist above the surface or applying a monomolecular film. Where high temperatures and/or placing conditions dictate, use water-reducing retarding

admixture (Type D) in lieu of the water-reducing admixture (Type A) as directed by the Owner's Testing Laboratory.

15. Provide continuous curing, preferably with water, during the first 24 hours using wet burlap, cotton mats, continuous spray mist, or by applying a curing compound meeting ASTM C 1315. Continue curing for 3 days minimum.
16. Cover reinforcing steel with water soaked burlap so that steel temperature will not exceed ambient air temperature immediately before placement of concrete.
17. As soon as possible, loosen forms and run water down the inside. When forms are removed, provide a wet cover to newly exposed surfaces.

3.20 COLD WEATHER CONCRETING

A. Definition:

1. Concrete shall not be placed when the outside air temperature is 40°F or less unless cold weather concreting practices are followed as specified below.
2. Cold weather concreting practices should also be followed whenever the average daily air temperature is less than 40°F for more than three successive days. The average daily air temperature is the average of the highest and lowest temperature occurring during the period from midnight to midnight. The requirement for adhering to these cold-weather concreting practices may be terminated when the air temperature is above 50° F for more than half of any 24 hour duration.
3. Cold-weather concreting practices invoked shall keep the temperature of the concrete immediately after placing within the following temperature ranges:
 - a. 55° to 75° F for sections less than 12 in. in the least dimension
 - b. 50° to 70° F for sections 12 to 36 in. in the least dimension
 - c. 45° to 65° F for sections 36 to 72 in. in the least dimension
 - d. 40° to 60° F for sections greater than 72 in. in the least dimension
4. Concrete Protection: Protect the concrete immediately after placing and during the defined protection period such that the concrete does not freeze nor fall below the temperature levels stated in the above paragraph. For concrete not loaded during construction the protection period shall be for a minimum of three days if cold-weather conditions persist. The time period may be reduced to a minimum of two days if Type III cement or an accelerating admixture is used or if an additional 100 pounds of cement per cubic yard is added to the concrete mix. Concrete fully loaded during construction shall be protected during cold weather conditions for whatever time period is required to obtain the required strength as determined by nondestructive strength tests (Windsor probe, Swiss Hammer Test) on the in-place concrete. Protect concrete surfaces from freezing for the first 24 hours even if cold-weather conditions do not officially exist due to high volatility in ambient temperatures.
5. Protection Deficiency: If the temperature requirements during any portion of the protection period are not met but the concrete surface did not freeze, the protection period shall be extended until twice the deficiency expressed in degree-hours is made up. Deficiency degree-hours are defined as the average deficiency in temperature below the required value times the number of hours the deficiency persisted. Make-up degree hours are the average increase in temperature above the

- minimum value times the hours required to make up twice the deficiency degree-hours. Contact the Architect/Engineer if the concrete surface was allowed to freeze during the protection period.
6. Protection Removal: As the protection is being removed the decrease in temperature measured at the surface of the concrete in a 24 hour period shall not exceed the following:
 - a. 50° F for sections less than 12 in. in the least dimension
 - b. 40° F for sections 12 to 36 in. in the least dimension
 - c. 30° F for sections 36 to 72 in. in the least dimension
 - d. 20° F for sections greater than 72 in. in the least dimension
 7. The maximum concrete temperature heated by artificial means at point of placement shall not exceed 90°F.
- B. Records: Under cold weather conditions, the Contractor shall keep records of outside air temperature, concrete temperature as placed and general weather conditions. The temperature record shall be taken no less than 2 times per 24 hour duration.
- C. Cold Weather Concreting Requirements: The following items, all or in part as required, should be followed to assure acceptable concrete in cold weather conditions:
1. Design the concrete mix suitable for cold weather. Use air entrainment (where not prohibited) and obtain high early strength by using a higher cement content, a high early strength cement (Type III), or a specified non-chloride accelerator (ASTM C 494 Type C or E).
 2. Protect the concrete during curing period using insulating blankets, insulated forms, enclosures and/or heaters.
 3. Concrete cured in heated enclosures shall have heaters vented to prevent exposure of concrete and workmen to noxious gases.
 4. Frozen subgrade shall be thawed prior to concrete placement and snow and ice shall be removed from forms.
 5. Temperature of embedments in concrete must be heated to above 32° F prior to placing concrete.
 6. Concrete shall be protected and cured at 50°F for seven days minimum if normal concrete (Type I cement) is used and for three days minimum if high early strength concrete (concrete with Type III cement, 100 pounds cement added per cubic yard concrete, or a non-chloride accelerator added).
 7. Concrete not loaded during construction shall be protected a minimum of 3 days for normal concrete and 2 days for high early strength concrete to obtain safe form stripping strength. Concrete fully loaded during construction shall be protected for whatever time period is required to obtain the required strength as determined by nondestructive strength tests (Windsor probe, Swiss Hammer Test) on the in-place concrete.
 8. Heat the mixing water and then blend hot and cold water to obtain concrete no more than 10°F above the required temperature.
 9. Heat the aggregates by circulating steam in pipes placed in the storage bins for air temperatures consistently below 32°F. When either water or aggregate is heated to over 140°F combine them in the mixer first to obtain a maximum temperature of the mixture not to exceed 140°F in order to prevent flash set of the concrete.

10. Uniformly thaw aggregates far in advance of batching to prevent moisture variations in the stockpile.
11. Cover warmed stockpiles with tarps to retain heat.
12. Place air entraining admixture in the batch after the water temperature has been reduced by mixing with cooler solid materials.
13. Use wind screens to protect concrete from rapid cooling.
14. Place vertical pump lines inside the building, if possible, for concrete being pumped.
15. Maintain artificial heat as low as possible to reduce temperature stresses during cooling.
16. Avoid water curing of concrete except for parking garage structures. Apply the required curing compound to unformed surfaces as soon as possible to prevent drying of concrete from heated enclosures.
17. Delay form stripping as long as possible to help prevent drying from heated enclosures and to reduce damage to formed surfaces caused by premature stripping.
18. Provide triple thickness of insulating materials at corners and edges vulnerable to freezing.
19. Wrap protruding reinforcing bars with insulation to avoid heat drain from the warm concrete.
20. Gradually reduce the heat at the end of the heating period to reduce likelihood of thermal shock.

3.21 SHRINKAGE AND TEMPERATURE REINFORCEMENT

- A. Provide shrinkage and temperature reinforcement (as required by ACI 318) at right angles to main top and bottom bars for all structural slabs unless detailed otherwise on the drawings.

3.22 PLACEMENT OF COLUMN DOWELS AND ANCHOR RODS

- A. Dowels for columns, plinths, and pilasters and anchor rods shall be accurately set using 1/8" thick steel templates.

3.23 REINFORCEMENT IN GRADE BEAMS

- A. Provide reinforcing in grade beams as shown on the drawings.
- B. Bar Support for Grade Beam Cages: Grade beam bottom steel shall be supported at 5'-0" maximum centers using beam bolsters that provide 3" bottom cover to the reinforcing steel. Beam bolsters used shall be designed and manufactured for support on soil.

3.24 REINFORCEMENT IN HOUSEKEEPING PADS

- A. Provide welded smooth wire fabric 6 x 6 W2.9 x W2.9 minimum in all housekeeping pads supporting mechanical equipment unless detailed otherwise on the drawings.

3.25 MISCELLANEOUS CONCRETE ITEMS

- A. Filling-In: Fill-in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place and cure concrete as herein specified, to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete work.
- B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and steel-troweling surfaces to a hard, dense finish with corners, intersections and terminations slightly rounded.
- C. Equipment Bases and Foundations: Provide machine and equipment bases and foundations, as shown on drawings. Set anchor bolts for machines and equipment to template at correct elevations, complying with certified diagrams or templates of manufacturer furnishing machines and equipment.
- D. Installation of Adhesive Anchors Using Injectable Epoxy or Adhesive: A representative of the adhesive manufacturer shall be present for the first day that adhesive anchors are installed.

After drilling the hole to the diameter and depth recommended by the manufacturer, clean the hole with a wire or nylon brush. Blow the dust out of the hole using compressed air with a nozzle that reaches to the bottom of the hole. When using adhesive from a new pack, the adhesive that is discharged from the mixing nozzle should be a uniform gray color before any adhesive is installed in the hole. Fill the hole with adhesive starting from the very bottom of the hole until the hole is about 2/3 full. Do not leave an air pocket at the bottom of the hole. Insert the anchor rod or dowel by slowly twisting it into the hole.

3.26 CONCRETE SURFACE REPAIRS

- A. Definition - Defective Areas:
 - 1. Formed Surfaces: Concrete surfaces requiring repairs shall include all cracks in excess of 0.01" and any other defects that affect the durability or structural integrity of the concrete. Voids, including honeycombing and rock pockets, and tie holes shall be repaired as required by the specified Surface Finish.
 - 2. Unformed Surfaces: Concrete surfaces requiring repair shall include all surface defects such as crazing, cracks in excess of 0.01" wide or cracks which penetrate to reinforcement or through the member, popouts, spalling and honeycombs.
- B. Classification:
 - 1. Structural Concrete Repair: Major defective areas in concrete members that are load carrying (such as shear walls, beams, joists and slabs), are highly stressed, and are vital to the structural integrity of the structure shall require structural repairs. Structural concrete repairs shall be made using a two part epoxy bonder, epoxy mortar or specified polymer repair mortar. Location of structural concrete repairs shall be determined by the Engineer.
 - 2. Cosmetic Concrete Repair: Defective areas in concrete members that are non-load carrying and minor defective areas in load carrying concrete members shall require cosmetic concrete repair when exposed to view and not covered up by

architectural finishes. Cosmetic concrete repairs may be made using a polymer repair mortar and compatible bonding agent. The location of cosmetic concrete repair required shall be determined by the Architect/Engineer. Stains and other discolorations that cannot be removed by cleaning and are exposed to view will require cosmetic repair. Cosmetic concrete repair in exposed-to-view surfaces will require Architect's approval prior to patching operation.

3. Slab Repairs: High and low areas in concrete slabs shall be repaired by removing and replacing defective slab areas unless an alternate method, such as grinding and/or filling with self-leveling underlayment compound or repair mortar is approved by the Architect/Engineer. Repair of slab spalls and other surface defects shall be made using epoxy products as specified above and as determined by the Engineer. The high strength flowing repair mortar may be used for areas greater than 1 inch in depth.

3.27 QUALITY ASSURANCE TESTING AND INSPECTION DURING CONSTRUCTION

- A. See Testing Laboratory Services section of these Specifications for concrete materials and cast- in-place concrete inspection and test requirements.

END OF SECTION 03300

Section 03-01 30 - Concrete Restoration

Part 1 - General

1.01 Description

- A. The principal items of work are related to unsound concrete, spalled concrete and exposed reinforcement at concrete columns and beams, work called for by the Drawings, and other work necessitated by these operations.

1.02 Submittals

- A. Submit product data for all specified products indicating product standards, physical and chemical characteristics, technical specifications, limitations, installation instructions, maintenance instructions and general recommendations regarding each material within ten days after award of the bid.
- B. Any material substitutions other than those named herein shall be submitted ten days prior to the bid opening date. Include written verification that the proposed substitute meets or exceeds all performance criteria specified in the appropriate section and sub-sections.
- C. Submit with bid a certification referencing the project from the manufacturer that the installing contractor meets the requirements set forth in section 1.03C, below.
- D. Submit warranty upon acceptance of work.
- E. The single system manufacturer shall provide a letter confirming that all materials planned for use on the project are compatible with each other.

1.03 Quality Assurance

- A. Provide a compatible system from a single manufacturer that provides for concrete spall repair, protective corrosion inhibitor, leveling mortars for bug hole repair, waterproof anti-carbonation coatings, and polyurethane sealants for cracks, control joints and expansion joints.
- B. The components of the concrete repair and protection system as described in this section and sub-sections shall be provided by a single manufacturer.
- C. The contractor shall be a firm that has completed a project of similar size and complexity within the past five years.
- D. The manufacturer of the restoration products shall certify that the contractors selected to perform the work have satisfactorily completed a project of similar size and complexity with the manufacturers repair materials and coatings and have received training on the application of these products within the last two years.
- E. Manufacturers that do not comply with the ISO 9000 quality standard in the development, manufacturing, and sale of their products may not be acceptable.
- F. The contractor shall schedule a site meeting with a representative of the product manufacturer prior to commencement of work to review manufacturer's installation procedures.
- G. Deliver products in original, unopened containers with the manufacturer's name, labels, product identification, and batch numbers. Store and condition the product in full compliance with the

manufacturer’s recommendations.

H. Products which have exceeded their shelf life shall not be used.

1.04 Reference Standards

- A. ASTM C-109 Test Method for Compressive Strength of Hydraulic Cement Mortars Compliance with regulations regarding Fire Lanes and Fire Exits.
- B. ASTM C-496 Test Method for Splitting Tensile Strength of Cylindrical Concrete Specimens.
- C. ASTM C-882 Test Method for Bond Strength of Epoxy-Resin Systems used with Concrete.

1.05 Delivery, Handling and Storage

- A. Deliver materials in original unopened containers with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time and mixing instructions.
- B. Store and handle materials to prevent their deterioration or damage due to moisture, temperature changes, contaminants or other causes.

1.06 Job Conditions

- A. Environmental Conditions: Do not proceed with concrete restoration procedures under the following conditions:
 - 1. When ambient and substrate temperatures are outside the limits permitted by the product manufacturer.
 - 2. Before all substrate and rebar preparation has been completed.

Part 2 - Products

2.01 Concrete Patching

- A. Manufacturer
 - 1. Sika Corporation, 201 Polito Avenue, Lynhurst, NJ 07071 (800) 933-7452.
 - 2. Cathedral Stone Products, Inc. 7266 Park Circle Drive, Hanover Maryland 21076 (800) 684-0901.

2.02 Steel Protection and Bonding Agent

- A. The epoxy-cementitious coating used as an anti-corrosion coating and bonding agent will have the following physical properties:
- B. Compressive Strength (ASTM C-109):

3 day	4,500 psi
7 days	6,500 psi
28 days	8,500 psi
- C. Flexural Strength (ASTM C-348): 28 days 1,250 psi

- D. Splitting Tensile Strength (ASTM C-496): 28 days 600 psi
- E. Time-To-Corrosion Testing: Independent test data verifying materials ability to triple the time-to-corrosion and reduce rate of corrosion by over 40% (40 mil film thickness).
- F. Bond Strength: 14 day moist cure, plastic concrete to hardened concrete:
- G. (ASTM C-882) Wet on wet: 2,800 psi
- H. Up to 24 hour open time: 2,600 psi
- I. Acceptable products: Sika Armatex 110.
 - 1. Or approved equal.

2.03 Repair Mortar

- A. Acceptable Manufacturers and materials are as follows:
 - 1. Rapid Set Non-Shrink Mortar Mix manufactured by CTS Cement Manufacturing Co (610/793-3423);
 - 2. Five Star Structural Concrete manufactured by Five Star Products, Inc. (203-336-7900);
 - 3. EMACO S77-CI manufactured by Master Builders Technologies (860/436-8513 Ext. 8110).
 - 4. Thoroc Concrete Restoration Solutions (800/433-9517) – S2 and SD2 Repair Mortar (as required for depth)
 - 5. Or approved equal.

2.04 Repair Mortar for Vertical and Overhead Repairs

- A. Acceptable Manufacturers and materials are as follows:
 - 1. Master Builders Technologies – HB2 Repair Mortar.
 - 2. Or approved equal.
- B. Water (where required): potable.
- C. Set Retarding Admixture: Approved by Manufacturer.

2.05 Fasteners and Dowels

- A. Dowels for securing patching material: Type 304 stainless steel threaded rod, 1/4 inch diameter, length specified on drawings.
- B. Epoxy for securing stainless steel dowels into stone: Sikadur Injection Gel, manufactured by Sika Corporation. Furnish in manufacturer's co-axial cartridges or approved equal.

Part 3 - Execution

3.01 Removals and Surface Preparation

- A. Manufacturer's specifications shall be submitted to the Engineer & Property Manager prior to work and

shall upon approval become part of this Specification.

- B. Scaling, spalling, crumbling or other deterioration shall be removed down to clean, hard concrete. Loose rust on reinforcement shall be removed. Surfaces to be repaired shall be clean and sound, and shall not be contaminated with such foreign matters as oil, grease, paint, bitumens or any other deleterious substances.
- C. All materials shall be installed and applied in accordance with the manufacturer's specifications, as approved by the Engineer & Property Manager and as specified.
- D. The Contractor shall take care during execution of the work to avoid damaging or loosening material that is to remain. All damage caused by the Contractor's operations to material that is to remain shall be repaired or replaced as determined by the Architect. Reinforcing steel damaged by the Contractor's operations shall be replaced with new steel of the same size, appropriately spliced as ordered by the Architect. All repair and replacement work shall be done in a manner satisfactory to the Architect.
- E. Power operated mechanical equipment the Contractor proposes to use, shall be approved by the Engineer & Property Manager prior to use. Power brush hammers or other impact type devices, which pulverize the surface, shall not be allowed under any circumstances.
- F. Pneumatic hammers and other equipment shall be subject to the Manufacturer's approval prior to use. Pneumatic hammers shall weigh no more than fifteen (15) pounds with the bit removed. Chisel point bit will not be allowed.
- G. Edges of all repaired areas shall be saw-cut 1/4-inch \pm deep. Care shall be exercised not to cut existing reinforcing bars.
- H. Chip concrete substrate to obtain a surface profile of (1/16" - 1/8") in depth with a new fractured aggregate surface. Be sure repair area is not less than 1/8".
- I. Rusted reinforcing bars shall be cleaned by mechanical means to near white finish. Remove all scale and clinging concrete. Care shall be taken not to loosen sound concrete around reinforcing steel.
- J. Care shall be exercised so that mechanical treatment does not polish the concrete surface.
- K. Foreign matter shall be removed by high-pressure water blasting or other mechanical methods if approved by the Manufacturer.
- L. All removed materials shall be transported from the work site and disposed of by the Contractor.

3.02 Steel

- A. All exposed structural steel shall be scraped, primed and painted as per Section 09 90 00.
- B. Notify the Engineer & Property Manager of any heavily deteriorated steel for inspection. Do not proceed with concrete repair before the Architect's inspection

3.03 Bonding Agent

- A. Follow manufacturer's instructions for mixing.
- B. Apply Bonding Agent on to prepared steel and existing concrete with stiff bristle brush or broom. Work the bonding slurry well into the substrate to ensure complete coverage of all surface irregularities to achieve a 20-mil coat.

- C. Allow first coat to dry 3 to 4 hours and apply a second coat to achieve a 20-mil coat on Steel Reinforcement.
- D. Allow bonding agent to dry before the concrete is applied as follows:
 - 95°F 6 hours
 - 68°F 12 hours
 - 50°F 16 hours
 - 40°F 24 hours.

3.04 Concrete Patching

- A. Prepare existing concrete to be patched to with a scabbler or other appropriate mechanical means to obtain an aggregate fractured surface with a minimum surface profile of $\pm 1/16$ inch.
- B. Saturate surface with clean water with no standing water.
- C. Follow manufacturer's recommendation for mixing.
- D. At patching locations:
 - 1. Install concrete patching material by forcing against the edge of the repair working towards the center. After filling the repair area, consolidate, then screed.
 - 2. Apply multiple lifts between 1/8 inch and 2 inches for patches deeper than 2 inches. Where multiple lifts are required, score the top surface of each lift to produce a roughened surface for next lift. Allow preceding lift to set before applying fresh material. Saturate surface of the lift with clean water. Scrub fresh mortar into preceding lift. Allow mortar to set to desired stiffness, and then finish with wood or sponge float for a smooth surface.
- E. Moist cure with wet burlap and polyethylene, a fine mist of water or water based curing compound.
- F. Protect newly applied material from direct sunlight, wind, rain and frost.
- G. Apply acid to the finish concrete surface to create exposed aggregate finish to match the adjacent surface.

3.05 Application of Repair Material

- A. Apply the mortar mix (see manufacturer's data sheet) using a trowel to place and compress the mortar into the repair ensuring not to leave any voids. For overhead repairs thicker than 2" inches, apply mortar in layers, allowing the first layer to cure for a two to four hours before applying the second layer. If applied in layers, scrape of any cement skin that has formed and continue application. Dampen the surface and before applying the next layer. Work mortar firmly into the surface of the masonry, including the corners, and under and around all mechanical anchors.
- B. Build up repair material so that it is slightly above the adjacent masonry surface. Allow mortar 30 to 60 minutes to set slightly (wait time will vary with temperature and humidity-longer in cooler weather), and then scrape off excess material using a straight edge (a plasterer's miter rod is good for this). Do not press down or float the repair. Where repairs occur at panels edges or corners, form mortar to match the profile of the surrounding masonry. In all cases, finish and texture repair so that it is as indistinguishable as possible from the adjacent masonry.

3.06 Finishing Techniques for Repair Material

- A. Patching mortar can be textured to match rough surfaced using a variety of finishing tools. (Contact Cathedral Stone Representative).
- B. Clean any mortar residues from area surrounding the repair by sponging as many times as necessary with clean water. This should be done before repair material sets.

3.07 Repair Material – Overhead Repairs

- A. Apply to patch area beginning at the edge of the patch and working across. Firmly push material into surface, filling all voids and crevices.
- B. Apply material at depths recommended by manufacturer. Roughen surfaces that are to receive additional lifts of materials.

3.08 Curing Procedures for Repair Material

- A. Lightly mist the repair with water to wet the entire surface of the finished repair approximately 30 minutes to 1 hour after completion on a hot sunny days, and approximately 2 hours or longer, on cool or cloudy days. Time will vary with temperature and humidity. Mist several times a day on the three days following the repair installation. Should access to the repairs be impossible for a period of time, plastic may be used to cover them temporarily. The application of plastics, however, does not remove the need for normal curing techniques. Never cover repairs with plastic immediately after finishing-the water in the repair will be trapped on the surface, causing it to lighten.

3.09 Cleaning

- A. All debris, refuse and excess materials and tools shall be removed from the site daily.
- B. Remove all splatter and drips from existing surfaces to remain immediately.

End of Section 03 01 30 – Concrete Restoration

DIVISION 4 - MASONRY

State University of New York Purchase College
Restoration of Four (4) Stairs at Performing Arts Center
Project Number: SU 111919

“Issued for Bid”

SECTION 04012 - BRICK MASONRY REPAIR

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. Repairing brick masonry, including replacing units.
 - 2. Removing abandoned anchors.
 - 3. Painting steel uncovered during the work.

1.3 DEFINITIONS

- A. Low-Pressure Spray: 100 to 400 psi (690 to 2750 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).
- B. Rebuilding (Setting) Mortar: Mortar used to set and anchor masonry in a structure, distinct from pointing mortar installed after masonry is set in place.
- C. Saturation Coefficient: Ratio of the weight of water absorbed during immersion in cold water to weight absorbed during immersion in boiling water; used as an indication of resistance of masonry units to freezing and thawing.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to brick masonry repair including, but not limited to, the following:
 - a. Verify brick masonry repair specialist's personnel, equipment, and facilities needed to make progress and avoid delays.
 - b. Materials, material application, sequencing, tolerances, and required clearances.
 - c. Quality-control program.

1.5 SEQUENCING AND SCHEDULING

- A. Order sand and gray portland cement for colored mortar immediately after approval of Samples. Take delivery of and store at Project site enough quantity to complete Project.

- B. Work Sequence: Perform brick masonry repair work in the following sequence, which includes work specified in this and other Sections:
1. Remove plant growth.
 2. Inspect masonry for open mortar joints and point them before cleaning to prevent the intrusion of water and other cleaning materials into the wall.
 3. Remove paint.
 4. Clean masonry.
 5. Rake out mortar from joints surrounding masonry to be replaced and from joints adjacent to masonry repairs along joints.
 6. Repair masonry, including replacing existing masonry with new masonry materials.
 7. Rake out mortar from joints to be repointed.
 8. Point mortar and sealant joints.
 9. After repairs and repointing have been completed and cured, perform a final cleaning to remove residues from this work.
 10. Where water repellents are to be used on or near masonry work, delay application of these chemicals until after pointing and cleaning.
- C. As scaffolding is removed, patch anchor holes used to attach scaffolding. Patch holes in masonry units according to "Masonry Unit Patching" Article. Patch holes in mortar joints according to Section 040120.64 "Brick Masonry Repointing."

1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
 2. Include recommendations for product application and use. Include test data substantiating that products comply with requirements.
- B. Shop Drawings:
1. Include plans, elevations, sections, and locations of replacement masonry units on the structure, showing relation of existing and new or relocated units.
 2. Show provisions for expansion joints or other sealant joints.
 3. Show provisions for flashing, lighting fixtures, conduits, and weep holes as required.
 4. Show locations of scaffolding and points of scaffolding in contact with masonry. Include details of each point of contact or anchorage.
- C. Samples for Initial Selection: For the following:
1. Colored Mortar: Submit sets of mortar that will be left exposed in the form of sample mortar strips, 6 inches (150 mm) long by 1/4 inch (6 mm) wide, set in aluminum or plastic channels.
 - a. Have each set contain a close color range of at least three Samples of different mixes of colored sands and cements that produce a mortar matching existing, cleaned mortar when cured and dry.
 - b. Submit with precise measurements on ingredients, proportions, gradations, and source of colored sands from which each Sample was made.
 2. Sand Types Used for Mortar: Minimum 8 oz. (240 mL) of each in plastic screw-top jars.
 3. Patching Compound: Submit sets of patching compound Samples in the form of plugs

(patches in drilled holes) in sample units of masonry representative of the range of masonry colors on the building.

- a. Have each set contain a close color range of at least three Samples of different mixes of patching compound that matches the variations in existing masonry when cured and dry.
4. Include similar Samples of accessories involving color selection. D.

Samples for Verification: For the following:

1. Each type of brick unit to be used for replacing existing units. Include sets of Samples to show the full range of shape, color, and texture to be expected. For each brick type, provide straps or panels containing at least four bricks. Include multiple straps for brick with a wide range.
2. Each type of patching compound in the form of briquettes, at least 3 inches (75 mm) long by 1-1/2 inches (38 mm) wide. Document each Sample with manufacturer and stock number or other information necessary to order additional material.
3. Accessories: Each type of accessory and miscellaneous support.

1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For brick masonry repair specialist.
- B. Preconstruction Test Reports: For existing masonry units and mortar. C.

Quality-control program.

1.8 QUALITY ASSURANCE

- A. Brick Masonry Repair Specialist Qualifications: Engage an experienced brick masonry repair firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing masonry is insufficient experience for masonry repair work.
 1. Field Supervision: Brick masonry repair specialist firm shall maintain experienced full-time supervisors on Project site during times that brick masonry repair work is in progress.
 2. Brick Masonry Repair Worker Qualifications: When masonry units are being patched, assign at least one worker per crew who is trained and certified by manufacturer of patching compound to apply its products.
- B. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials and tools without damaging masonry. Include provisions for supervising performance and preventing damage.
- C. Mockups: Prepare mockups of brick masonry repair to demonstrate aesthetic effects and to set quality standards for materials and execution and for fabrication and installation.
 1. Masonry Repair: Prepare sample areas for each type of masonry repair work performed. If not otherwise indicated, size each mockup not smaller than two adjacent whole units or approximately 48 inches (1200 mm) in least dimension. Construct sample areas in locations in existing walls where directed by Architect unless otherwise indicated. Demonstrate quality of materials, workmanship, and blending with existing work. Include the following as a minimum:
 - a. Replacement: Four brick units replaced.
 - b. Patching: Three small holes at least 1 inch (25 mm) in diameter for each type of brick

indicated to be patched.

2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.9 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on masonry units as follows:
 1. Provide test specimens as indicated and representative of proposed materials and existing construction.
 2. Replacement Brick: Test each proposed type of replacement masonry unit according to sampling and testing methods in ASTM C 67 for compressive strength, 24-hour cold- water absorption, five-hour boil absorption, saturation coefficient, and initial rate of absorption (suction).
 3. Existing Brick: Test each type of existing masonry unit indicated for replacement according to testing methods in ASTM C 67 for compressive strength, 24-hour cold- water absorption, five-hour boil absorption, saturation coefficient, and initial rate of absorption (suction). Carefully remove five existing units from locations designated by Architect. Take testing samples from these units.
 4. Existing Mortar: Test according to ASTM C 295/C 295M, modified as agreed by testing service and Architect for Project requirements, to determine proportional composition of original ingredients, sizes and colors of aggregates, and approximate strength.
 5. Temporary Patch: As directed by Architect, provide temporary materials followed by permanent repairs at locations from which existing samples were taken.

1.10 STORAGE, AND HANDLING

- A. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- B. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
- C. Store sand where grading and other required characteristics can be maintained and contamination avoided.
- D. Handle masonry units to prevent overstressing, chipping, defacement, and other damage.

1.11 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit brick masonry repair work to be performed according to product manufacturers' written instructions and specified requirements.
- B. Temperature Limits, General: Repair masonry units only when air temperature is between 40 and 90 deg F (4 and 32 deg C) and is predicted to remain so for at least seven days after completion of the Work unless otherwise indicated.
- C. Cold-Weather Requirements: Comply with the following procedures for masonry repair unless otherwise indicated:

1. When air temperature is below 40 deg F (4 deg C), heat mortar ingredients, masonry repair materials, and existing masonry walls to produce temperatures between 40 and 120 deg F (4 and 49 deg C).
 2. When mean daily air temperature is below 40 deg F (4 deg C), provide enclosure and heat to maintain temperatures above 32 deg F (0 deg C) within the enclosure for seven days after repair.
- D. Hot-Weather Requirements: Protect masonry repairs when temperature and humidity conditions produce excessive evaporation of water from mortar and repair materials. Provide artificial shade and wind breaks, and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg F (32 deg C) and above unless otherwise indicated.
- E. For manufactured repair materials, perform work within the environmental limits set by each manufacturer.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Source Limitations: Obtain each type of material for repairing brick masonry (brick, cement, sand, etc.) from single source with resources to provide materials of consistent quality in appearance and physical properties.

2.2 MASONRY MATERIALS

- A. Face Brick: As required to complete brick masonry repair work.
1. Brick Matching Existing: Salvage, patch/ repair, and reuse existing brick from areas where units are to be removed. Incorporate into new work as indicated on drawings.

2.3 MORTAR MATERIALS

- A. Portland Cement: ASTM C 150/C 150M, Type I or Type II, except Type III may be used for cold-weather construction; white or gray, or both where required for color matching of mortar.
1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C 114.
- B. Hydrated Lime: ASTM C 207, Type S. C.
- Masonry Cement: ASTM C 91/C 91M.
- D. Mortar Cement: ASTM C 1329/C 1329M. E.
- Mortar Sand: ASTM C 144.
1. Exposed Mortar: Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
 2. Colored Mortar: Natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.
- F. Mortar Pigments: ASTM C 979/C 979M, compounded for use in mortar mixes, and having a record of

satisfactory performance in masonry mortars.

- G. Water: Potable.

2.4 MANUFACTURED REPAIR MATERIALS

- A. Brick Patching Compound: Factory-mixed cementitious product that is custom manufactured for patching brick masonry.
1. Use formulation that is vapor and water permeable (equal to or more than the masonry unit), exhibits low shrinkage, has lower modulus of elasticity than masonry units being repaired, and develops high bond strength to all types of masonry.
 2. Use formulation having working qualities and retardation control to permit forming and sculpturing where necessary.
 3. Formulate patching compound in colors and textures to match each masonry unit being patched. Provide sufficient number of colors to enable matching of the color, texture, and variation of each unit.

2.5 ACCESSORY MATERIALS

- A. Setting Buttons and Shims: Resilient plastic, nonstaining to masonry, sized to suit joint thicknesses and bed depths of masonry units, less the required depth of pointing materials unless removed before pointing.
- B. Masking Tape: Nonstaining, nonabsorbent material; compatible with mortar, joint primers, sealants, and surfaces adjacent to joints; and that easily comes off entirely, including adhesive.
- C. Antirust Coating: Fast-curing, lead- and chromate-free, self-curing, universal modified-alkyd primer according to MPI #23 (surface-tolerant, anticorrosive metal primer) or SSPC-Paint 20 or SSPC-Paint 29 zinc-rich coating.
1. Surface Preparation: Use coating requiring no better than SSPC-SP 2, "Hand Tool Cleaning", SSPC-SP 3, "Power Tool Cleaning", or SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning" surface preparation according to manufacturer's literature or certified statement.
 2. VOC Limit: Use coating with a VOC content of 400 g/L (3.3 lb/gal.) or less.
- D. 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 leave residue on surfaces.

2.6 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
- B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified

proportions without Architect's approval.

1. Mortar Pigments: Where mortar pigments are indicated, do not add pigment exceeding 10 percent by weight of the cementitious or binder materials, except for carbon black which is limited to 2 percent, unless otherwise demonstrated by a satisfactory history of performance.

C. Do not use admixtures in mortar unless otherwise indicated. D.

Mixes: Mix mortar materials in the following proportions:

1. Rebuilding (Setting) Mortar by Volume: ASTM C 270, Proportion Specification, 1 part portland cement, 1 part lime, and 6 parts sand.
2. Rebuilding (Setting) Mortar by Type: ASTM C 270, Proportion Specification, Type N unless otherwise indicated; with cementitious material limited to portland cement and lime, masonry cement, or mortar cement.
3. Rebuilding (Setting) Mortar by Property: ASTM C 270, Property Specification, Type N unless otherwise indicated; with cementitious material limited to portland cement and lime, masonry cement, or mortar cement.
4. Pigmented, Colored Mortar: Add mortar pigments to produce exposed, setting (rebuilding) mortar of colors required.

PART 3 - EXECUTION

3.1 PROTECTION

- A. Prevent mortar from staining face of surrounding masonry and other surfaces.
1. Cover sills, ledges, and other projecting items to protect them from mortar droppings.
 2. Keep wall area wet below rebuilding and repair work to discourage mortar from adhering.
 3. Immediately remove mortar splatters in contact with exposed masonry and other surfaces.

3.2 MASONRY REPAIR, GENERAL

- A. Appearance Standard: Repaired surfaces are to have a uniform appearance as viewed from 20 feet (6 m) away by Architect.

3.3 ABANDONED ANCHOR REMOVAL

- A. Remove abandoned anchors, brackets, wood nailers, and other extraneous items no longer in use unless indicated to remain.
1. Remove items carefully to avoid spalling or cracking masonry.
 2. Notify Architect before proceeding if an item cannot be removed without damaging surrounding masonry. Do the following where directed:
 - a. Cut or grind off item approximately 3/4 inch (20 mm) beneath surface and core drill a recess of same depth in surrounding masonry as close around item as practical.
 - b. Immediately paint exposed end of item with two coats of antirust coating, following coating manufacturer's written instructions and without exceeding manufacturer's recommended dry film thickness per coat. Keep paint off sides of recess.

3. Patch hole where each item was removed unless directed to remove and replace masonry unit.

3.4 BRICK REMOVAL AND REPLACEMENT

- A. At locations indicated, remove bricks that are damaged, spalled, or deteriorated or are to be reused. Carefully remove entire units from joint to joint, without damaging surrounding masonry, in a manner that permits replacement with full-size units.
 1. When removing single bricks, remove material from center of brick and work toward outside edges.
- B. Support and protect remaining masonry that surrounds removal area.
- C. Notify Architect of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing masonry backup, rotted wood, rusted metal, and other deteriorated items.
- D. Remove in an undamaged condition as many whole bricks as possible.
 1. Remove mortar, loose particles, and soil from brick by cleaning with hand chisels, brushes, and water.
 2. Remove sealants by cutting close to brick with utility knife and cleaning with solvents.
 3. Store brick for reuse. Store off ground, on skids, and protected from weather.
 4. Deliver cleaned brick not required for reuse to Owner unless otherwise indicated.
- E. Clean masonry surrounding removal areas by removing mortar, dust, and loose particles in preparation for brick replacement.
- F. Replace removed damaged brick with other removed brick in good condition, where possible, matching existing brick. Do not use broken units unless they can be cut to usable size.
- G. Install replacement brick into bonding and coursing pattern of existing brick. If cutting is required, use a motor-driven saw designed to cut masonry with clean, sharp, unchipped edges.
 1. Maintain joint width for replacement units to match existing joints.
 2. Use setting buttons or shims to set units accurately spaced with uniform joints.
- H. Lay replacement brick with rebuilding (setting) mortar and with completely filled bed, head, and collar joints. Butter ends with enough mortar to fill head joints and shove into place. Wet both replacement and surrounding bricks that have ASTM C 67 initial rates of absorption (suction) of more than 30 g/30 sq. in. per min. (30 g/194 sq. cm per min.) Use wetting methods that ensure that units are nearly saturated but surface is dry when laid.
 1. Tool exposed mortar joints in repaired areas to match joints of surrounding existing brickwork.
 2. Rake out mortar used for laying brick before mortar sets according to Section 040120.64 "Brick Masonry Repointing." Point at same time as repointing of surrounding area.
 3. When mortar is hard enough to support units, remove shims and other devices interfering with pointing of joints.
- I. Curing: Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.
 1. Hairline cracking within the mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.

3.5 PAINTING STEEL UNCOVERED DURING THE WORK

- A. Notify Architect if steel is exposed during masonry removal. Where Architect determines that steel is structural, or for other reasons cannot be totally removed, prepare and paint it as follows:
 - 1. Surface Preparation: Remove paint, rust, and other contaminants according to SSPC- SP 2, "Hand Tool Cleaning", SSPC-SP 3, "Power Tool Cleaning", or SSPC- SP 6/NACE No. 3, "Commercial Blast Cleaning", as applicable to comply with paint manufacturer's recommended preparation.
 - 2. Antirust Coating: Immediately paint exposed steel with two coats of antirust coating, following coating manufacturer's written instructions and without exceeding manufacturer's recommended rate of application (dry film thickness per coat).
- B. If on inspection and rust removal, the thickness of a steel member is found to be reduced from rust by more than 1/16 inch (1.6 mm), notify Architect before proceeding.

3.6 MASONRY UNIT PATCHING

- A. Patch the following masonry units unless another type of repair or replacement is indicated:
 - 1. Units indicated to be patched.
 - 2. Units with holes.
 - 3. Units with chipped edges or corners. Patch chipped edges or corners measuring more than 3/4 inch (19 mm) in least dimension.
 - 4. Units with small areas of deep deterioration. Patch deep deteriorations measuring more than 3/4 inch (19 mm) in least dimension and more than 1/4 inch (6 mm) deep.
- B. Remove and replace existing patches unless otherwise indicated or approved by Architect. C.

Patching Bricks:

- 1. Remove loose material from masonry surface. Carefully remove additional material so patch does not have feathered edges but has square or slightly undercut edges on area to be patched and is at least 1/4 inch (6 mm) thick, but not less than recommended in writing by patching compound manufacturer.
- 2. Mask adjacent mortar joint or rake out for repointing if patch extends to edge of masonry unit.
- 3. Mix patching compound in individual batches to match each unit being patched. Combine one or more colors of patching compound, as needed, to produce exact match.
- 4. Rinse surface to be patched and leave damp, but without standing water.
- 5. Brush-coat surfaces with slurry coat of patching compound according to manufacturer's written instructions.
- 6. Place patching compound in layers as recommended in writing by patching compound manufacturer, but not less than 1/4 inch (6 mm) or more than 2 inches (50 mm) thick. Roughen surface of each layer to provide a key for next layer.
- 7. Trowel, scrape, or carve surface of patch to match texture and surrounding surface plane or contour of masonry unit. Shape and finish surface before or after curing, as determined by testing, to best match existing masonry unit.
- 8. Keep each layer damp for 72 hours or until patching compound has set.
- 9. Remove and replace patches with hairline cracks or that show separation from brick at edges, and those that do not match adjoining brick in color or texture.

3.7 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water applied by low-pressure spray.
 - 1. Do not use metal scrapers or brushes.
 - 2. Do not use acidic or alkaline cleaners.
- B. Clean adjacent nonmasonry surfaces. Use detergent and soft brushes or cloths.
- C. Clean mortar and debris from roof; remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.
- D. Remove masking materials, leaving no residues that could trap dirt.

3.8 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections. Allow inspectors use of lift devices and scaffolding, as needed, to perform inspections.
- B. Architect's Project Representatives: Architect will assign Project representatives to help carry out Architect's responsibilities at the site, including observing progress and quality of portion of the Work completed. Allow Architect's Project representatives use of lift devices and scaffolding, as needed, to observe progress and quality of portion of the Work completed.
- C. Notify inspectors in advance of times when lift devices and scaffolding will be relocated. Do not relocate lift devices and scaffolding until inspectors have had reasonable opportunity to make inspections and observations of work areas at lift device or scaffold location.

3.9 MASONRY WASTE DISPOSAL

- A. Salvageable Materials: Unless otherwise indicated, excess masonry materials are Contractor's property.
- B. Masonry Waste: Remove masonry waste and legally dispose of off Owner's property. END

OF SECTION 04012

SECTION 04013 - BRICK MASONRY REPOINTING

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. Repointing joints with mortar.
 - 2. Repointing joints with sealant.

1.3 DEFINITIONS

- A. Low-Pressure Spray: 100 to 400 psi (690 to 2750 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to repointing brick masonry including, but not limited to, the following:
 - a. Verify brick masonry repointing specialist's personnel, equipment, and facilities needed to make progress and avoid delays.
 - b. Materials, material application, sequencing, tolerances, and required clearances.
 - c. Quality-control program.

1.5 SEQUENCING AND SCHEDULING

- A. Order sand and gray portland cement for pointing mortar immediately after approval of Samples. Take delivery of and store at Project site enough quantity to complete Project.
- B. Work Sequence: Perform brick masonry repointing work in the following sequence, which includes work specified in this and other Sections:
 - 1. Remove plant growth.
 - 2. Inspect masonry for open mortar joints and permanently or temporarily point them before cleaning to prevent the intrusion of water and other cleaning materials into the wall.
 - 3. Clean masonry.
 - 4. Rake out mortar from joints surrounding masonry to be replaced and from joints adjacent to masonry repairs along joints.

5. Repair masonry, including replacing existing masonry with new masonry materials.
 6. Rake out mortar from joints to be repointed.
 7. Point mortar and sealant joints.
 8. After repairs and repointing have been completed and cured, perform a final cleaning to remove residues from this work.
 9. Where water repellents are to be used on or near masonry work, delay application of these chemicals until after pointing and cleaning.
- C. As scaffolding is removed, patch anchor holes used to attach scaffolding. Patch holes in masonry units according to Section 040120.63 "Brick Masonry Repair." Patch holes in mortar joints according to "Repointing Masonry" Article.

1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
 2. Include recommendations for product application and use. Include test data substantiating that products comply with requirements.
- B. Shop Drawings:
1. Include plans, elevations, sections, and locations of repointing work on the structure.
 2. Show provisions for expansion joints or other sealant joints.
 3. Show locations of scaffolding and points of scaffolding in contact with masonry. Include details of each point of contact or anchorage.
- C. Samples for Initial Selection: For the following:
1. Pointing Mortar: Submit sets of mortar for pointing in the form of sample mortar strips, 6 inches (150 mm) long by 1/4 inch (6 mm) wide, set in aluminum or plastic channels.
 - a. Have each set contain a close color range of at least three Samples of different mixes of colored sands and cements that produce a mortar matching existing, cleaned mortar when cured and dry.
 - b. Submit with precise measurements on ingredients, proportions, gradations, and source of colored sands from which each Sample was made.
 2. Sand Type Used for Pointing Mortar: Minimum 8 oz. (240 mL) of each in plastic screw- top jars.
 3. Sealant materials.
 4. Include similar Samples of accessories involving color selection.
- D. Samples for Verification: For the following:
1. Each type, color, and texture of pointing mortar in the form of sample mortar strips, 6 inches (150 mm) long by 1/4 inch (6 mm) wide, set in aluminum or plastic channels.

sources, both supplier and quarry, of each type of sand and brand names of cementitious materials and pigments if any.

2. Sealant materials.
3. Accessories: Each type of accessory and miscellaneous support.

1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For brick masonry repointing specialist.
- B. Preconstruction Test Reports: For existing masonry units and mortar.
- C. Quality-control program.

1.8 QUALITY ASSURANCE

- A. Brick Masonry Repointing Specialist Qualifications: Engage an experienced brick masonry repointing firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing masonry is insufficient experience for masonry repointing work.
 1. Field Supervision: Brick masonry repointing specialist firms shall maintain experienced full-time supervisors on Project site during times that brick masonry repointing work is in progress.
- B. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials and tools without damaging masonry. Include provisions for supervising performance and preventing damage.
- C. Mockups: Prepare mockups of brick masonry repointing to demonstrate aesthetic effects and to set quality standards for materials and execution.
 1. Repointing: Rake out joints in two separate areas, each approximately 36 inches (900 mm) high by 48 inches (1200 mm) wide as indicated for each type of repointing required, and repoint one of the areas.
 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.9 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on masonry units as follows:
 1. Provide test specimens as indicated and representative of proposed materials and existing construction.
 2. Existing Brick: Test each type of existing brick indicated for repointing according to testing methods in ASTM C 67 for compressive strength, 24-hour cold-water absorption, five-hour boil absorption, saturation coefficient, and initial rate of absorption (suction). Carefully remove five existing units from locations designated by Architect. Take testing

samples from these units.

3. Existing Mortar: Test according to ASTM C 295/C 295M, modified as agreed by testing service and Architect for Project requirements, to determine proportional composition of original ingredients, sizes and colors of aggregates, and approximate strength.
4. Temporary Patch: As directed by Architect, provide temporary materials followed by permanent repairs at locations from which existing samples were taken.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Deliver packaged materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
- D. Store sand where grading and other required characteristics can be maintained and contamination avoided.

1.11 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit repointing work to be performed according to product manufacturers' written instructions and specified requirements.
- B. Temperature Limits, General: Repoint mortar joints only when air temperature is between 40 and 90 deg F (4 and 32 deg C) and is predicted to remain so for at least seven days after completion of the Work unless otherwise indicated.
- C. Cold-Weather Requirements: Comply with the following procedures for mortar-joint pointing unless otherwise indicated:
 1. When air temperature is below 40 deg F (4 deg C), heat mortar ingredients and existing masonry walls to produce temperatures between 40 and 120 deg F (4 and 49 deg C).
 2. When mean daily air temperature is below 40 deg F (4 deg C), provide enclosure and heat to maintain temperatures above 32 deg F (0 deg C) within the enclosure for seven days after pointing.
- D. Hot-Weather Requirements: Protect mortar-joint pointing when temperature and humidity conditions produce excessive evaporation of water from mortar materials. Provide artificial shade and wind breaks, and use cooled materials as required to minimize evaporation. Do not

apply mortar to substrates with temperatures of 90 deg F (32 deg C) and above unless otherwise indicated.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Source Limitations: Obtain each type of material for repointing brick masonry (cement, sand, etc.) from single source with resources to provide materials of consistent quality in appearance and physical properties.

2.2 MORTAR MATERIALS

- A. Portland Cement: ASTM C 150/C 150M, Type I or Type II, except Type III may be used for cold-weather construction; white or gray, or both where required for color matching of mortar.
1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C 114.
- B. Hydrated Lime: ASTM C 207, Type S. C.
- Masonry Cement: ASTM C 91/C 91M.
- D. Mortar Cement: ASTM C 1329/C 1329M. E.
- Mortar Sand: ASTM C 144.
1. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
 2. Color: Natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.
- F. Mortar Pigments: ASTM C 979/C 979M, compounded for use in mortar mixes, and having a record of satisfactory performance in masonry mortars.
- G. Water: Potable.

2.3 ACCESSORY MATERIALS A.

Sealant Materials:

1. Sealant manufacturer's standard elastomeric sealant(s) of base polymer and characteristics indicated below and according to applicable requirements in Section 079200 "Joint Sealants."
 - a. Type: Single-component, nonsag urethane sealant.
 2. Colors: Provide colors of exposed sealants to match colors of mortar adjoining installed sealant unless otherwise indicated.
 3. Ground-Mortar Aggregate: Custom crushed and ground pointing mortar sand or existing mortar retrieved from joints. Grind to a particle size that matches the adjacent mortar aggregate and color. Remove all fines passing the No. 100 sieve.
- B. Joint-Sealant Backing:
1. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin) or Type B (bicellular material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
 2. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended in writing by sealant manufacturer for preventing sealant from adhering to rigid, inflexible, joint-filler

materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

- C. Masking Tape: Nonstaining, nonabsorbent material; compatible with mortar, joint primers, sealants, and surfaces adjacent to joints; and that easily comes off entirely, including adhesive.
- D. 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 leave residue on surfaces.

2.4 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
 - 1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again, adding only enough water to produce a damp, unworkable mix that retains its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.
- B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Architect's approval.
 - 1. Mortar Pigments: Where mortar pigments are indicated, do not add pigment exceeding 10 percent by weight of the cementitious or binder materials, except for carbon black which is limited to 2 percent, unless otherwise demonstrated by a satisfactory history of performance.
- C. Do not use admixtures in mortar unless otherwise indicated. D.

Mixes: Mix mortar materials in the following proportions:

- 1. Pointing Mortar by Volume: ASTM C 270, Proportion Specification, 1 part portland cement, 1 part lime, and 6 parts sand. Add mortar pigments to produce mortar colors required.
- 2. Pointing Mortar by Type: ASTM C 270, Proportion Specification, Type N unless otherwise indicated; with cementitious material limited to portland cement and lime, masonry cement, or mortar cement. Add mortar pigments to produce mortar colors required.
- 3. Pointing Mortar by Property: ASTM C 270, Property Specification, Type N unless otherwise indicated; with cementitious material limited to portland cement and lime, masonry cement, or mortar cement. Add mortar pigments to produce mortar colors required.

PART 3 - EXECUTION

3.1 PROTECTION

- A. Prevent mortar from staining face of surrounding masonry and other surfaces.
 - 1. Cover sills, ledges, and other projecting items to protect them from mortar droppings.
 - 2. Keep wall area wet below pointing work to discourage mortar from adhering.
 - 3. Immediately remove mortar splatters in contact with exposed masonry and other surfaces.

3.2 MASONRY REPOINTING, GENERAL

- A. Appearance Standard: Repointed surfaces are to have a uniform appearance as viewed from 20 feet (6 m) away by Architect.

3.3 REPOINTING MASONRY <Insert drawing designation> A.

Rake out and repoint joints to the following extent:

- 1. All joints in areas indicated.
- 2. Joints indicated as sealant-filled joints.
- 3. Joints at locations of the following defects:
 - a. Holes and missing mortar.
 - b. Cracks that can be penetrated 1/4 inch (6 mm) or more by a knife blade 0.027 inch (0.7 mm) thick.
 - c. Cracks 1/16 inch (1.6 mm) or more in width and of any depth.
 - d. Hollow-sounding joints when tapped by metal object.
 - e. Eroded surfaces 1/4 inch (6 mm) or more deep.
 - f. Deterioration to point that mortar can be easily removed by hand, without tools.
 - g. Joints filled with substances other than mortar.
- B. Do not rake out and repoint joints where not required.
- C. Rake out joints as follows, according to procedures demonstrated in approved mockup:
 - 1. Remove mortar from joints to depth of joint width plus 1/8 inch (3 mm), but not less than 1/2 inch (13 mm) or not less than that required to expose sound, unweathered mortar. Do not remove unsound mortar more than 2 inches (50 mm) deep; consult Architect for direction.
 - 2. Remove mortar from masonry surfaces within raked-out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
 - 3. Do not spall edges of masonry units or widen joints. Replace or patch damaged masonry units as directed by Architect.
- D. Notify Architect of unforeseen detrimental conditions including voids in mortar joints, cracks, loose masonry units, rotted wood, rusted metal, and other deteriorated items.
- E. Pointing with Mortar:
 - 1. Rinse joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.
 - 2. Apply pointing mortar first to areas where existing mortar was removed to depths greater than

surrounding areas. Apply in layers not greater than 3/8 inch (9 mm) until a uniform depth is formed. Fully compact each layer, and allow it to become thumbprint hard before applying next layer.

3. After deep areas have been filled to same depth as remaining joints, point joints by placing mortar in layers not greater than 3/8 inch (9 mm). Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing masonry units have worn or rounded edges, slightly recess finished mortar surface below face of masonry to avoid widened joint faces. Take care not to spread mortar beyond joint edges onto exposed masonry surfaces or to featheredge the mortar.
4. When mortar is thumbprint hard, tool joints to match original appearance of joints as demonstrated in approved mockup. Remove excess mortar from edge of joint by brushing.
5. Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.
6. Hairline cracking within mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.

F. Pointing with Sealant: Comply with Section 079200 "Joint Sealants." and as follows:

1. After raking out, keep joints dry and free of mortar and debris.
2. Clean and prepare joint surfaces. Prime joint surfaces unless sealant manufacturer recommends against priming. Do not allow primer to spill or migrate onto adjoining surfaces.
3. Fill sealant joints with specified joint sealant.
 - a. Install cylindrical sealant backing beneath the sealant. Where space is insufficient for cylindrical sealant backing, install bond-breaker tape.
 - b. Install sealant using only proven installation techniques that ensure that sealant is deposited in a uniform, continuous ribbon, without gaps or air pockets, and with complete wetting of the joint bond surfaces equally on both sides. Fill joint flush with surrounding masonry and matching the contour of adjoining mortar joints.
 - c. Install sealant as recommended in writing by sealant manufacturer but within the following general limitations, measured at the center (thin) section of the bead:
 - 1) Fill joints to a depth equal to joint width, but not more than 1/2 inch (13 mm) deep or less than 1/4 inch (6 mm) deep.
 - d. Tool sealant to form smooth, uniform beads, slightly concave. Remove excess sealant from surfaces adjacent to joint.
 - e. Sanded Joints: Immediately after first tooling, apply ground-mortar aggregate to sealant, gently pushing aggregate into the surface of sealant. Lightly retool sealant to form smooth, uniform beads, slightly concave. Remove excess sealant and aggregate from surfaces adjacent to joint.
 - f. Do not allow sealant to overflow or spill onto adjoining surfaces, or to migrate into the voids of adjoining surfaces, particularly rough textures. Remove excess and spillage of sealant promptly as the work progresses. Clean adjoining surfaces by the means necessary to eliminate evidence of spillage, without damage to adjoining surfaces or finishes, as demonstrated in an approved mockup.

G. Where repointing work precedes cleaning of existing masonry, allow mortar to harden at least 30 days before beginning cleaning work.

3.4 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water applied by low-pressure spray.
 - 1. Do not use metal scrapers or brushes.
 - 2. Do not use acidic or alkaline cleaners.
- B. Clean adjacent nonmasonry surfaces. Use detergent and soft brushes or cloths.
- C. Clean mortar and debris from roof; remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.
- D. Remove masking materials, leaving no residues that could trap dirt.

3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage qualified testing agency to perform tests and inspections. Allow inspectors use of lift devices and scaffolding, as needed, to perform inspections.
- B. Architect's Project Representatives: Architect will assign Project representatives to help carry out Architect's responsibilities at the site, including observing progress and quality of portion of the Work completed. Allow Architect's Project representatives use of lift devices and scaffolding, as needed, to observe progress and quality of portion of the Work completed.
- C. Notify inspectors in advance of times when lift devices and scaffolding will be relocated. Do not relocate lift devices and scaffolding until inspectors have had reasonable opportunity to make inspections and observations of work areas at lift device or scaffold location.

END OF SECTION 04013

SECTION 04211 - BRICK MASONRY

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes unit masonry assemblies consisting of the following:
 - 1. Face brick.
 - 2. Building (common) brick.
 - 3. Mortar and grout.
 - 4. Reinforcing steel.
 - 5. Ties and anchors.
 - 6. Embedded flashing.
 - 7. Miscellaneous masonry accessories.
- B. Related Sections include the following:
 - 1. Division 1 Section "Leed Requirements" for general requirements and procedures for compliance with certain USGBC LEED prerequisites and credits needed.
 - 2. Division 1 Section "Construction Waste Management" for administrative and procedural requirements for salvaging, recycling and disposing of non-hazardous construction waste.
 - 3. Division 1 Section "Indoor Air Quality Management" for procedures to improve air quality during construction and occupancy.
 - 4. Division 4 Section "Brick Masonry Repair"
 - 5. Division 7 Section "Sheet Metal Flashing and Trim" for sheet metal flashing.
 - 6. Division 7 Section "Joint Sealants" for sealing control and expansion joints in unit masonry.
 - 7. Division 10 Section "Louvers and Vents" for wall vents
- C. Products furnished, but not installed, under this Section include the following:
 - 1. Anchor sections of adjustable masonry anchors for connecting to structural frame, installed under Division 5 Section "Structural Steel."
- D. Products installed, but not furnished, under this Section include the following:
 - 1. Steel lintels and shelf angles for unit masonry, furnished under Division 5 Section "Metal Fabrications."
 - 2. Manufactured reglets in masonry joints for metal flashing, furnished under Division 7 Section "Sheet Metal Flashing and Trim."

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
 - 1. LEED Submittals
 - a. Credit MR 5 Regional Materials: provide product data highlighting location of product manufacture and extraction/recovery of primary raw materials.

- BRICK MASONRY

1.3 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent agency qualified according to ASTM C 1093 for testing indicated, as documented according to ASTM E 548.
- B. Source Limitations for Masonry Units: Obtain exposed masonry units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics from the salvaged brick to be used in new work.
- C. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from a single manufacturer for each cementitious component and from one source or producer for each aggregate.
- D. Preconstruction Testing Service: Owner will engage a qualified independent testing agency to perform preconstruction testing indicated below. Payment for these services will be made by Owner. Retesting of materials that fail to meet specified requirements shall be done at Contractor's expense.
 - 1. Concrete Masonry Unit Test: For each type of unit required, per ASTM C 140.
 - 2. Mortar Test (Property Specification): For each mix required, per ASTM C 780.
 - 3. Grout Test (Compressive Strength): For each mix required, per ASTM C 1019.
- E. Fire-Resistance Ratings: Where indicated, provide materials and construction identical to those of assemblies with fire-resistance ratings determined per ASTM E 119 by a testing and inspecting agency, by equivalent concrete masonry thickness, or by other means, as acceptable to authorities having jurisdiction.
- F. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Build mockups for typical exterior wall in sizes approximately 120 inches wide x 24 inches high by full thickness, including face and backup wythes and accessories where salvaged brick is to be used..
 - a. Include through-wall flashing.
 - b. Include back-up units, sheathing, veneer anchors, flashing, and weep holes in exterior masonry-veneer wall mockup.
 - 2. Protect accepted mockups from the elements with weather-resistant membrane.
 - 3. Approval of mockups is for color, texture, and blending of masonry units; relationship of mortar and sealant colors to masonry unit colors; tooling of joints; and aesthetic qualities of workmanship.
 - a. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless such deviations are specifically approved by Architect in writing.
 - 4. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- G. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet,

do not install until they are dry.

- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.
- D. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

1.5 PROJECT CONDITIONS

- A. Protection of Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.
 - 1. Extend cover a minimum of 24 inches (600 mm) down both sides and hold cover securely in place.
 - 2. Where 1 wythe of multiwythe masonry walls is completed in advance of other wythes, secure cover a minimum of 24 inches (600 mm) down face next to unconstructed wythe and hold cover in place.
- B. Do not apply uniform floor or roof loads for at least 12 hours and concentrated loads for at least 3 days after building masonry walls or columns.
- C. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.
 - 1. Protect base of walls from rain-splashed mud and from mortar splatter by spreading coverings on ground and over wall surface.
 - 2. Protect sills, ledges, and projections from mortar droppings.
 - 3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
 - 4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt onto completed masonry.
- D. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.
 - 1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F (4 deg C) and above and will remain so until masonry has dried, but not less than 7 days after completing cleaning.
- E. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

PART 2 - PRODUCTS

2.1 MASONRY UNITS, GENERAL

- A. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to exceed tolerances and to contain chips, cracks, or other defects exceeding limits stated in the standard. Do not use units where such defects, including dimensions that vary from specified dimensions by more than stated tolerances, will be exposed in the completed Work or will impair the quality of completed masonry.
- B. Regional Materials: Provide products manufactured and of raw primary materials extracted/recovered within 500 miles of the Project Site.
- C. Recycled Content Materials: Give preference to products with high recycled content

~~2.2 CONCRETE MASONRY UNITS (CMUs)~~

- A. Shapes: Provide shapes indicated and as follows:
 - 1. Provide special shapes for sills, lintels, corners, jambs, sashes, movement joints, headers, bonding, and other special conditions.
 - 2. Provide square-edged units for outside corners, unless otherwise indicated.
 - 3. Provide 1 inch rounded edge units for outside corners of interior exposed CMUs.
- B. Concrete Masonry Units: ASTM C 90:
 - 1. Weight Classification: Normal weight, unless otherwise indicated.
 - 2. Provide dried or kiln cured by low pressure steam units.
 - 3. Size (Width): Manufactured to the following dimensions:
 - a. CMU-1: 4 inches (102 mm) nominal; 7-5/8 inches (194 mm) actual.
 - b. CMU-2: 6 inches (152 mm) nominal; 7-5/8 inches (194 mm) actual.
 - c. CMU-3: 8 inches (203 mm) nominal; 7-5/8 inches (194 mm) actual.
 - d. CMU-4: 12 inches (305 mm) nominal; 11-5/8 inches (295 mm) actual.
 - 4. Exposed Faces: Provide color and texture matching the range represented by Architect's sample.
 - 5. Recycled-Content: provide units having minimum 10% bottom ash content.
 - 6. Products: Subject to compliance with requirements, provide one of the products specified.
 - a. Maier Masonry Products; Expanded slag aggregate CMU
 - b. Supreme; Limestone or solite aggregate CMU
 - c. United Concrete Products; Lightweight aggregate CMU
- C. Concrete Building Brick: ASTM C 55.
 - L1. Weight Classification: Normal weight.-

2.3 BRICK

- A. Salvage, patch/repair, and reuse existing brick as indicated on drawings.

General: Provide shapes indicated and as follows:

- 1. For ends of sills and caps and for similar applications that would otherwise expose unfinished brick surfaces, provide units without cores or frogs and with exposed surfaces finished.
- 2. Provide special shapes for applications where stretcher units cannot accommodate special conditions, including those at corners, movement joints, bond beams, sashes, and lintels.
- 3. Provide special shapes for applications requiring brick of size, form, color, and texture on exposed surfaces that cannot be produced by sawing.

4. Provide special shapes for applications where shapes produced by sawing would result in sawed surfaces being exposed to view.

2.4 MORTAR AND GROUT MATERIALS

- A. Portland Cement: ASTM C 150, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Portland Cement-Lime Mix: Packaged blend of portland cement complying with ASTM C 150, Type I or Type III, and hydrated lime complying with ASTM C 207.
- D. Mortar Cement: ASTM C 1329.
- E. Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes. Use only pigments with a record of satisfactory performance in masonry mortar.
- F. Aggregate for Mortar: ASTM C 144.
 1. For mortar that is exposed to view, use washed aggregate consisting of natural sand or crushed stone.
 2. White-Mortar Aggregates: Natural white sand or crushed white stone.
 3. Colored-Mortar Aggregates: Natural sand or crushed stone of color necessary to produce required mortar color.
- G. Aggregate for Grout: ASTM C 404.
- H. Cold-Weather Admixture: Nonchloride, noncorrosive, accelerating admixture complying with ASTM C 494/C 494M, Type C, and recommended by manufacturer for use in masonry mortar of composition indicated.
- I. Water: Potable.

2.5 REINFORCEMENT

- A. Uncoated Steel Reinforcing Bars: ASTM A 615/A 615M or ASTM A 996/A 996M, Grade 60 (Grade 420).
 1. Recycled content: Minimum 95% total recycled content, including at least 60% post-consumer material.
- B. Masonry Joint Reinforcement, General: ASTM A 951.
 1. Interior Walls: Mill galvanized, carbon steel.
 2. Exterior Walls: Hot-dip galvanized, carbon steel.
 3. Wire Size for Side Rods: W2.8 or 0.188-inch (4.8-mm) diameter.
 4. Wire Size for Cross Rods: W2.8 or 0.188-inch (4.8-mm) diameter.
 5. Wire Size for Veneer Ties: W1.7 or 0.148-inch (3.8-mm) diameter.
 6. Spacing of Cross Rods, Tabs, and Cross Ties: Not more than 16 inches (407 mm) o.c.
 7. Provide in lengths of not less than 10 feet (3 m).
- C. Masonry Joint Reinforcement for Single-Wythe Masonry: Truss type with single pair of side rods.

- D. Masonry Joint Reinforcement for Multiwythe Masonry:
 - 1. Tab type, truss design, with 1 side rod at each face shell of backing wythe and with rectangular tabs sized to extend at least halfway through facing wythe but with at least 5/8-inch (16-mm) cover on outside face.

2.6 TIES AND ANCHORS

- A. Materials: Provide ties and anchors specified in subsequent paragraphs that are made from materials that comply with eight subparagraphs below, unless otherwise indicated.
 - 1. Mill-Galvanized, Carbon-Steel Wire: ASTM A 82; with ASTM A 641/A 641M, Class 1 coating.
 - 2. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A 82; with ASTM A 153/A 153M, Class B-2 coating.
 - 3. Galvanized Steel Sheet: ASTM A 653/A 653M, Commercial Steel, G60 (Z180) zinc coating.
 - 4. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- B. Wire Ties, General: Unless otherwise indicated, size wire ties to extend at least halfway through veneer but with at least 5/8-inch (16-mm) cover on outside face. Outer ends of wires are bent 90 degrees and extend 2 inches (50 mm) parallel to face of veneer.
- C. Individual Wire Ties: Rectangular units with closed ends and not less than 4 inches (100 mm) wide.
 - 1. Z-shaped ties with ends bent 90 degrees to provide hooks not less than 2 inches (50 mm) long may be used for masonry constructed from solid units or hollow units laid with cells horizontal.
 - 2. Where wythes do not align, use adjustable ties with pintle-and-eye connections having a maximum adjustment of 1-1/4 inches (32 mm).
 - 3. Wire: Fabricate from 3/16-inch- (4.8-mm-) diameter, hot-dip galvanized steel wire
- D. Adjustable Anchors for Connecting to Structure: Provide anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall.
 - 1. Anchor Section for Welding to Steel Frame: Crimped 1/4-inch- (6.4-mm-) diameter, hot-dip galvanized steel wire.
 - 2. Tie Section: Triangular-shaped wire tie, sized to extend within 1 inch (25 mm) of masonry face, made from 0.188-inch- (4.8-mm-) diameter, hot-dip galvanized steel wire.
 - 3. Connector Section for Concrete: Dovetail tabs for inserting into dovetail slots in concrete and attached to tie section; formed from 0.053-inch- (1.3-mm-) thick, steel sheet, galvanized after fabrication.
 - 4. Tie Section for Concrete: Corrugated metal ties with dovetail tabs for inserting into dovetail slots in concrete and sized to extend to within 1 inch (25 mm) of masonry face.
- E. Rigid Anchors: Fabricate from steel bars 1-1/2 inches (38 mm) wide by 1/4 inch (6.4 mm) thick by 24 inches (600 mm) long, with ends turned up 2 inches (50 mm) or with cross pins, unless otherwise indicated.
 - 1. Corrosion Protection: Hot-dip galvanized to comply with ASTM A 153/A 153M. F.

Adjustable Masonry-Veneer Anchors

- 1. General: Provide anchors that allow vertical adjustment but resist tension and compression forces perpendicular to plane of wall, for attachment over sheathing to metal studs,

and as follows:

- a. Structural Performance Characteristics: Capable of withstanding a 100-lbf (445- N) load in both tension and compression without deforming or developing play in excess of 0.05 inch (1.3 mm).
2. Screw-Attached, Masonry-Veneer Anchors: Units consisting of a wire tie and a metal anchor section.
 - a. Anchor Section: Sheet metal plate, 1-1/4 inches (32 mm) wide by 6 inches (150 mm) long, with screw holes top and bottom and with raised rib-stiffened strap, 5/8 inch (16 mm) wide by 3-5/8 inches (92 mm) long, stamped into center to provide a slot between strap and plate for inserting wire tie.
 - b. Fabricate sheet metal anchor sections and other sheet metal parts from 0.097-inch- (2.5-mm-) thick, steel sheet, galvanized after fabrication.
 - c. Wire Ties: Triangular-, rectangular-, or T-shaped wire ties fabricated from 0.25- inch- (6.4-mm-) diameter, hot-dip galvanized steel wire.
 - d. Available Manufacturers:
 - 1) Dayton Superior Corporation, Dur-O-Wal Division
 - 2) Heckmann Building Products Inc.
 - 3) Hohmann & Barnard, Inc.
 - 4) AA Wire Products Company
 - 5) National Wire Production
 - 6) Masonry Reinforcing Corp. of America.

2.7 MISCELLANEOUS ANCHORS

- A. Anchor Bolts: Headed or L-shaped steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers; hot-dip galvanized to comply with ASTM A 153/A 153M, Class C; of dimensions indicated.

2.8 EMBEDDED FLASHING MATERIALS

1. Rubberized-Asphalt Flashing: Composite flashing product consisting of a pliable, adhesive rubberized-asphalt compound, bonded to a high-density, cross-laminated polyethylene film to produce an overall thickness of not less than 0.040 inch (1.0 mm).
 - a. Products:
 - 1) Advanced Building Products Inc.; Peel-N-Seal.
 - 2) Carlisle Coatings & Waterproofing; CCW-705-TWF Thru-Wall Flashing.
 - 3) Dayton Superior Corporation, Dur-O-Wal Division; Dur-O-Barrier-44.
 - 4) Grace Construction Products, a unit of W. R. Grace & Co. - Conn.; Perm-A- Barrier Wall Flashing.
 - 5) Heckmann Building Products Inc.; No. 82 Rubberized-Asphalt Thru-Wall Flashing.
 - 6) Hohmann & Barnard, Inc.; Textroflash.
 - 7) Polyguard Products, Inc.; Polyguard 300.
 - 8) Polytite Manufacturing Corp.; Poly-Barrier Self-Adhering Wall Flashing.
 - B. Adhesives, Primers, and Seam Tapes for Flashings: Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.

2.9 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Premolded filler strips complying with ASTM D 1056, Grade 2A1; compressible up to 35 percent; of width and thickness indicated; formulated from neoprene, urethane, or PVC.
- B. Preformed Control-Joint Gaskets: Made from styrene-butadiene-rubber compound, complying with ASTM D 2000, Designation M2AA-805 and designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.
- C. Bond-Breaker Strips: Asphalt-saturated, organic roofing felt complying with ASTM D 226, Type I (No. 15 asphalt felt).
- D. Weep/Vent Products: Use the following, unless otherwise indicated:
 - 1. Cellular Plastic Weep/Vent: One-piece, flexible extrusion made from UV-resistant polypropylene copolymer, full height and width of head joint and depth 1/8 inch (3 mm) less than depth of outer wythe, in color selected from manufacturer's standard.
- E. Cavity Drainage Material: Free-draining mesh, made from polymer strands that will not degrade within the wall cavity.
 - 1. Provide one of the following configurations:
 - a. Strips, full-depth of cavity and 10 inches (250 mm) wide, with dovetail shaped notches 7 inches (175 mm) deep that prevent mesh from being clogged with mortar droppings.
- F. Reinforcing Bar Positioners: Wire units designed to fit into mortar bed joints spanning masonry unit cells with loops for holding reinforcing bars in center of cells. Units are formed from 0.142-inch (3.6-mm) steel wire, hot-dip galvanized after fabrication. Provide units with either two loops or four loops as needed for number of bars indicated.
- G. Wall cavity insulation adhesive installed within the building waterproofing envelope shall comply with the testing and product requirements of the California Department of Health Services Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers, including 2004 Addenda.
 - 1. Alternate compliance: Refer to Division 1 “Indoor Air Quality Management” requirements.

2.10 MASONRY CLEANERS

- A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.
 - 1. Available Manufacturers:
 - a. Diedrich Technologies, Inc.
 - b. EaCo Chem, Inc.
 - c. ProSoCo, Inc.

2.11 MORTAR AND GROUT MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.
 - 1. Do not use calcium chloride in mortar or grout.
 - 2. Limit cementitious materials in mortar to portland cement, mortar cement, and lime.
 - 3. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.
- B. Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification. Provide the following types of mortar for applications stated unless another type is indicated.
 - 1. For masonry below grade or in contact with earth, use Type M or S.
 - 2. For reinforced masonry, use Type S or N.
 - 3. For exterior, above-grade, load-bearing and non-load-bearing walls and parapet walls; for interior load-bearing walls; for interior non-load-bearing partitions; and for other applications where another type is not indicated, use Type N.
 - 4. For interior non-load-bearing partitions, Type O may be used instead of Type N.
- C. Pigmented Mortar: Use colored cement product.
 - 1. Pigments shall not exceed 10 percent of portland cement by weight.
 - 2. Mix to match Architect's sample.
- D. Colored-Aggregate Mortar: Produce required mortar color by using colored aggregates and natural color or white cement as necessary to produce required mortar color.
 - 1. Mix to match Architect's sample.
- E. Grout for Unit Masonry: Comply with ASTM C 476.
 - 1. Use grout of type indicated or, if not otherwise indicated, of type (fine or coarse) that will comply with Table 1.15.1 in ACI 530.1/ASCE 6/TMS 602 for dimensions of grout spaces and pour height.
 - 2. Provide grout with a slump of 8 to 11 inches (200 to 280 mm) as measured according to ASTM C 143/C 143M.

2.12 SOURCE QUALITY CONTROL

- A. Owner will engage a qualified independent testing agency to perform source quality-control testing indicated below:
 - 1. Payment for these services will be made by Owner.
 - 2. Retesting of materials failing to comply with specified requirements shall be done at Contractor's expense.
- B. Concrete Masonry Unit Test: For each type of unit furnished, per ASTM C 140. PART 3

- EXECUTION

3.1 EXAMINATION

- A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.
 - 1. Verify that reinforcing dowels are properly placed.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. Thickness: Build cavity and composite walls and other masonry construction to full thickness shown. Build single-wythe walls to actual widths of masonry units, using units of widths indicated.
- B. Build chases and recesses to accommodate items specified in this and other Sections.
- C. Leave openings for equipment to be installed before completing masonry. After installing equipment, complete masonry to match the construction immediately adjacent to opening.
- D. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.
- E. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures.
- F. Comply with construction tolerances in ACI 530.1/ASCE 6/TMS 602 and with the following:
 - 1. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 1/2 inch (12 mm) maximum.
 - 2. For vertical alignment of exposed head joints, do not vary from plumb by more than 1/4 inch in 10 feet (6 mm in 3 m), or 1/2 inch (12 mm) maximum.
 - 3. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 1/2 inch (12 mm) maximum.

3.3 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond; do not use units with less than nominal 4-inch (100-mm) horizontal face dimensions at corners or jambs.
- C. Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than 2 inches (50 mm). Bond and interlock each course of each wythe at corners. Do not use units with less than nominal 4-inch (100-mm) horizontal face dimensions at corners or jambs.
- D. Stopping and Resuming Work: Stop work by racking back units in each course from those in course below; do not tooth. When resuming work, clean masonry surfaces that are to receive mortar, remove loose masonry units and mortar, and wet brick if required before laying fresh masonry.

- E. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.
- F. Fill cores in hollow concrete masonry units with grout 24 inches (600 mm) under bearing plates, beams, lintels, posts, and similar items, unless otherwise indicated.

3.4 MORTAR BEDDING AND JOINTING

- A. Lay hollow brick and concrete masonry units as follows:
 - 1. With face shells fully bedded in mortar and with head joints of depth equal to bed joints.
 - 2. With webs fully bedded in mortar in grouted masonry, including starting course on footings.
 - 3. With entire units, including areas under cells, fully bedded in mortar at starting course on footings where cells are not grouted.
- B. Lay solid masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.
- C. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness, unless otherwise indicated.
- D. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint), unless otherwise indicated.

3.5 CAVITY WALLS

- A. Bond wythes of cavity walls together using one of the following methods:
 - 1. Individual Metal Ties: Provide ties as shown installed in horizontal joints, but not less than one metal tie for 2.67 sq. ft. (0.25 sq. m) of wall area spaced not to exceed 16 inches (406 mm) o.c. horizontally and 16 inches (406 mm) o.c. vertically. Stagger ties in alternate courses. Provide additional ties within 12 inches (305 mm) of openings and space not more than 36 inches (915 mm) apart around perimeter of openings. At intersecting and abutting walls, provide ties at no more than 24 inches (610 mm) o.c. vertically.
 - a. Where bed joints of wythes do not align, use adjustable (two-piece) type ties.
 - 2. Masonry Joint Reinforcement: Installed in horizontal mortar joints.
 - a. Where bed joints of both wythes align, use tab-type reinforcement.
 - b. Where bed joints of wythes do not align, use adjustable (two-piece) type reinforcement
 - c. Where one wythe is of clay masonry and the other of concrete masonry, use adjustable (two-piece) type reinforcement to allow for differential movement regardless of whether bed joints align.
 - 3. Header Bonding: Provide masonry unit headers extending not less than 3 inches (76 mm) into each wythe. Space headers not over 8 inches (203 mm) clear horizontally and 16 inches (406 mm) clear vertically.
 - 4. Masonry Veneer Anchors: Comply with requirements for anchoring masonry veneers.

- B. Keep cavities clean of mortar droppings and other materials during construction. Bevel beds away from cavity, to minimize mortar protrusions into cavity. Do not attempt to trowel or remove mortar fins protruding into cavity.

3.6 MASONRY JOINT REINFORCEMENT

- A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch (16 mm) on exterior side of walls, 1/2 inch (13 mm) elsewhere. Lap reinforcement a minimum of 6 inches (150 mm).

- 1. Space reinforcement not more than 16 inches (406 mm) o.c.

- B. Interrupt joint reinforcement at control and expansion joints, unless otherwise indicated. C.

Provide continuity at corners by using prefabricated L-shaped units.

3.7 ANCHORING MASONRY TO STRUCTURAL MEMBERS

- A. Anchor masonry to structural members where masonry abuts or faces structural members to comply with the following:

- 1. Provide an open space not less than 1/2 inch (13 mm) in width between masonry and structural member, unless otherwise indicated. Keep open space free of mortar and other rigid materials.
 - 2. Anchor masonry to structural members with anchors embedded in masonry joints and attached to structure.
 - 3. Space anchors as indicated, but not more than 24 inches (610 mm) o.c. vertically and 36 inches (915 mm) o.c. horizontally.

3.8 ANCHORING MASONRY VENEERS

- A. Anchor masonry veneers to wall framing and concrete backup with masonry-veneer anchors to comply with the following requirements:

- 1. Fasten screw-attached anchors through sheathing to wall framing and to concrete backup with metal fasteners of type indicated. Use two fasteners unless anchor design only uses one fastener.
 - 2. Insert slip-in anchors in metal studs as sheathing is installed. Provide one anchor at each stud in each horizontal joint between sheathing boards.
 - 3. Embed tie sections in masonry joints. Provide not less than 2 inches (50 mm) of air space between back of masonry veneer and face of sheathing.
 - 4. Locate anchor sections to allow maximum vertical differential movement of ties up and down.
 - 5. Space anchors as indicated, but not more than 18 inches (458 mm) o.c. vertically and 24 inches (610 mm) o.c. horizontally, with not less than 1 anchor for each 2 sq. ft. (0.2 sq. m) of wall area. Install additional anchors within 12 inches (305 mm) of openings and at intervals, not exceeding 8 inches (203 mm), around perimeter.

3.9 CONTROL AND EXPANSION JOINTS

- A. General: Install control and expansion joint materials in unit masonry as masonry progresses. Do not allow materials to span control and expansion joints without provision to allow for in-plane

wall or partition movement.

B. Form control joints in concrete masonry using one of the following methods:

1. Fit bond-breaker strips into hollow contour in ends of concrete masonry units on one side of control joint. Fill resultant core with grout and rake out joints in exposed faces for application of sealant.
2. Install preformed control-joint gaskets designed to fit standard sash block.
3. Install interlocking units designed for control joints. Install bond-breaker strips at joint.
Keep head joints free and clear of mortar or rake out joint for application of sealant.
4. Install temporary foam-plastic filler in head joints and remove filler when unit masonry is complete for application of sealant.

C. Form expansion joints in brick made from clay or shale as follows:

1. Build flanges of metal expansion strips into masonry. Lap each joint 4 inches (100 mm) in direction of water flow. Seal joints below grade and at junctures with horizontal expansion joints if any.
2. Build flanges of factory-fabricated, expansion-joint units into masonry.
3. Build in compressible joint fillers where indicated.
4. Form open joint full depth of brick wythe and of width indicated, but not less than 3/8 inch (10 mm) for installation of sealant and backer rod specified in Division 7 Section "Joint Sealants."

D. Provide horizontal, pressure-relieving joints by either leaving an air space or inserting a compressible filler of width required for installing sealant and backer rod specified in Division 7 Section "Joint Sealants," but not less than 3/8 inch (10 mm).

1. Locate horizontal, pressure-relieving joints beneath shelf angles supporting masonry.

3.10 LINTELS

- A. Install steel lintels where indicated.
- B. Provide concrete or masonry lintels where shown and where openings of more than 12 inches (305 mm) for brick-size units and 24 inches (610 mm) for block-size units are shown without structural steel or other supporting lintels.
- C. Provide minimum bearing of 8 inches (200 mm) at each jamb, unless otherwise indicated.

3.11 FLASHING, WEEP HOLES, CAVITY DRAINAGE, AND VENTS

- A. General: Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.
- B. Install flashing as follows, unless otherwise indicated:
 1. Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Where flashing is within mortar joint, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.
 2. At masonry-veneer walls, extend flashing through veneer, across air space behind veneer, and up face of sheathing at least 8 inches (200 mm); with upper edge tucked under building paper or building wrap, lapping at least 4 inches (100 mm).

3. At lintels and shelf angles, extend flashing a minimum of 6 inches (150 mm) into masonry at each end. At heads and sills, extend flashing 6 inches (150 mm) at ends and turn up not less than 2 inches (50 mm) to form end dams.
 4. Install metal drip edges beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch (13 mm) back from outside face of wall and adhere flexible flashing to top of metal drip edge.
 5. Install metal flashing termination beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch (13 mm) back from outside face of wall and adhere flexible flashing to top of metal flashing termination.
 6. Cut flexible flashing off flush with face of wall after masonry wall construction is completed.
- C. Install single-wythe CMU flashing system in bed joints of CMU walls where indicated to comply with manufacturer's written instructions. Install CMU cell pans with upturned edges located below face shells and webs of CMUs above and with weep spouts aligned with face of wall. Install CMU web covers so that they cover upturned edges of CMU cell pans at CMU webs and extend from face shell to face shell.
- D. Install reglets and nailers for flashing and other related construction where they are shown to be built into masonry.
- E. Install weep holes in head joints in exterior wythes of first course of masonry immediately above embedded flashing and as follows:
1. Space weep holes formed from plastic tubing 16 inches (400 mm) o.c.
- F. Place cavity drainage material in cavities to comply with configuration requirements for cavity drainage material in Part 2 "Miscellaneous Masonry Accessories" Article.

3.12 REINFORCED UNIT MASONRY INSTALLATION

- A. Temporary Formwork and Shores: Construct formwork and shores as needed to support reinforced masonry elements during construction.
1. Construct formwork to provide shape, line, and dimensions of completed masonry as indicated. Make forms sufficiently tight to prevent leakage of mortar and grout. Brace, tie, and support forms to maintain position and shape during construction and curing of reinforced masonry.
 2. Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and other temporary loads that may be placed on them during construction.
- B. Placing Reinforcement: Comply with requirements in ACI 530.1/ASCE 6/TMS 602.
- C. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.
1. Comply with requirements in ACI 530.1/ASCE 6/TMS 602 for cleanouts and for grout placement, including minimum grout space and maximum pour height.
 2. Limit height of vertical grout pours to not more than 60 inches (1520 mm).

3.13 FIELD QUALITY CONTROL

- A. Inspectors: Owner will engage qualified independent inspectors to perform inspections and prepare reports. Allow inspectors access to scaffolding and work areas, as needed to perform inspections.
- B. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections indicated below and prepare test reports:
 - 1. Payment for these services will be made by Owner.
 - 2. Retesting of materials failing to comply with specified requirements shall be done at Contractor's expense.
- C. Clay Masonry Unit Test: For each type of unit provided, per ASTM C 67.
- D. Concrete Masonry Unit Test: For each type of unit provided, per ASTM C 140.
- E. Mortar Test (Property Specification): For each mix provided, per ASTM C 780. Test mortar for mortar air content and compressive strength.
- F. Grout Test (Compressive Strength): For each mix provided, per ASTM C 1019.

3.14 REPAIRING, POINTING, AND CLEANING

- A. Remove and replace masonry units that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Install new units to match adjoining units; install in fresh mortar, pointed to eliminate evidence of replacement.
- B. Pointing: During the tooling of joints, enlarge voids and holes, except weep holes, and completely fill with mortar. Point up joints, including corners, openings, and adjacent construction, to provide a neat, uniform appearance. Prepare joints for sealant application, where indicated.

- C. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
 - 1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
 - 2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of masonry.
 - 3. Protect adjacent stone and nonmasonry surfaces from contact with cleaner by covering them with liquid strippable masking agent or polyethylene film and waterproof masking tape.
 - 4. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
 - 5. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.
 - 6. Clean concrete masonry by cleaning method indicated in NCMA TEK 8-2A applicable to type of stain on exposed surfaces.

3.15 MASONRY WASTE DISPOSAL

- A. Recycle waste materials in accordance with Division 1 Section "Construction Waste Management" requirements.
- B. Salvageable Materials: Unless otherwise indicated, excess masonry materials are Contractor's property. At completion of unit masonry work, remove from Project site.
- C. Waste Disposal as Fill Material: Dispose of clean masonry waste, including excess or soil- contaminated sand, waste mortar, and broken masonry units, by crushing and mixing with fill material as fill is placed.
 - 1. Crush masonry waste to less than 4 inches (100 mm) in each dimension.
 - 2. Mix masonry waste with at least two parts of specified fill material for each part of masonry waste. Fill material is specified in Division 2 Section "Earthwork."
 - 3. Do not dispose of masonry waste as fill within 18 inches (450 mm) of finished grade.
- D. Excess Masonry Waste: Remove excess clean masonry waste that cannot be used as fill, as described above, and other masonry waste, and legally dispose of off Owner's property.

END OF SECTION 04211

SECTION 04901 - CLAY MASONRY RESTORATION AND CLEANING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes restoration and cleaning of brick as follows:

1. Repairing clay masonry, including replacing damaged units.
2. Repointing mortar joints.
3. Removing plant growth.
4. Cleaning exposed clay masonry surfaces.

1.2 DEFINITIONS

- A. Low-Pressure Spray: 100 to 400 psi; 4 to 6 gpm.
- B. Medium-Pressure Spray: 400 to 800 psi; 4 to 6 gpm.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include recommendations for application and use.
- B. Samples: For each exposed material required for replacing or repairing existing materials.
- C. Qualification Data: For restoration specialists.

1.4 QUALITY ASSURANCE

- A. Preconstruction Testing Service: The General Contractor will engage a qualified independent testing agency to test the following:
1. Replacement Brick: Test according to ASTM C 67 for compressive strength, 24-hour cold-water absorption, 5-hour boil absorption, saturation coefficient, and initial rate of absorption (suction).
 2. Existing Brick: Test according to ASTM C 67 for compressive strength, 24-hour cold-water absorption, 5-hour boil absorption, saturation coefficient, and initial rate of absorption (suction). Carefully remove from locations designated by Engineer-of-Record.
- B. Mockups: Prepare mockups of restoration and cleaning as follows to demonstrate aesthetic effects and qualities of materials and execution.
1. Patch three small areas at least 1 inch in diameter for each type of masonry material

- indicated to be patched.
- 2. Clean an area approximately 25 sq. ft. in area for each type of clay masonry and surface condition.
- 3. Rake out joints in two separate areas approximately 36 inches high by 72 inches wide for each type of repointing required and repoint one of the two areas.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply for product selection:
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the products specified.
 - 2. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the manufacturers specified.

2.2 MASONRY MATERIALS

- A. Face Brick and Accessories: Provide face brick and accessories, including specially molded, ground, cut, or sawed shapes.
 - 1. Provide units with colors, surface texture, size, and shape to match existing brickwork and with physical properties not less than those determined from preconstruction testing of selected existing units.
- B. Portland Cement: ASTM C 150, Type I or Type II.
 - 1. Provide white cement containing not more than 0.60 percent total alkali when tested according to ASTM C 114.
- C. Hydrated Lime: ASTM C 207, Type S.
- D. Mortar Sand: ASTM C 144, unless otherwise indicated.
 - 1. Color: Provide natural sand; of color necessary to produce required mortar color.
 - 2. For pointing mortar, provide sand with rounded edges.
 - 3. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands, if necessary, to achieve suitable match.
- E. Mortar Pigments: Natural and synthetic iron oxides, compounded for mortar mixes.
- F. Water: Potable.

2.3 CLEANING MATERIALS

- A. Water for Cleaning: Potable.
- B. Two-Part Chemical Cleaner: Manufacturer's standard system consisting of alkaline prewash cleaner and acidic afterwash cleaner that does not contain hydrofluoric acid.

- 1. Available Products:

- a. ProSoCo; Sure Klean 766 Limestone & Masonry Prewash and Afterwash.

2.4 MISCELLANEOUS MATERIALS

- A. Liquid Strippable Masking Agent: Manufacturer's standard liquid, film-forming, strippable masking material for protecting glass, metal, and polished stone surfaces from damaging effects of acidic and alkaline masonry cleaners.

- 1. Available Products:

- a. American Building Restoration Products, Inc.; LM 130 Acid Shield.
 - b. Price Research, Ltd.; Price Mask.
 - c. ProSoCo; Sure Klean Strippable Masking.

2.5 MIXES

- A. Mortar Mixes: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Mix materials in a clean, mechanical batch mixer.
 - 1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.
 - 2. Mortar Pigments: Do not exceed a pigment-to-cement ratio of 1:10 by weight.
- B. Do not use admixtures of any kind in mortar, unless otherwise indicated.
- C. Pointing Mortar for Brick: 1 part portland cement, 2 parts lime, and 6 parts sand.
 - 1. Add mortar pigments to produce mortar colors required.
- D. Rebuilding (Setting) Mortar: Same as pointing mortar.
- E. Rebuilding (Setting) Mortar: Comply with ASTM C 270, Proportion Specification, Type N, unless otherwise indicated; with cementitious material content limited to portland cement and

lime.

- F. Chemical Cleaning Solutions: Dilute chemical cleaners with water to produce solutions not exceeding concentration recommended by chemical cleaner manufacturer.
 - 1. Acidic Cleaner Solution for Brick: Dilute with water to produce hydrofluoric acid content of 3 percent or less.

PART 3 - EXECUTION

3.1 PROTECTION

- A. Protect persons, motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm resulting from masonry restoration work.
- B. Prevent chemical cleaning solutions from coming into contact with pedestrians, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.
 - 1. Cover adjacent surfaces with materials that resist chemical cleaners used unless chemical cleaners will not damage surfaces. Use materials that contain only waterproof, UV-resistant adhesives. When no longer needed, promptly remove masking to prevent adhesive staining.
 - 2. Keep wall wet below area being cleaned to prevent streaking from runoff.

3.2 MASONRY REMOVAL, REPLACEMENT, AND PATCHING

- A. At locations indicated, remove masonry units that are damaged, spalled, or deteriorated. Carefully demolish or remove entire units from joint to joint, without damaging surrounding masonry, in a manner that permits replacement with full-size units.
- B. Support and protect remaining masonry that surrounds removal area. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition.
- C. Remove in an undamaged condition as many whole bricks as possible.
 - 1. Remove mortar, loose particles, and soil from brick by cleaning with hand chisels, brushes, and water.

- D. Clean bricks surrounding removal areas by removing mortar, dust, and loose

particles. E. Brick Replacement:

- 1. Install replacement brick into bonding and coursing pattern of existing brick. If cutting is required, use a motor-driven saw to cut masonry with clean, sharp, unchipped edges.
- 2. Lay brick with completely filled bed, head, and collar joints. Butter ends with sufficient mortar to fill head joints and shove into place. Wet both replacement and surrounding

bricks that have ASTM C 67 initial rates of absorption (suction) of more than 30 g/30 sq. in. per min. Maintain joint width to match existing joints.

- a. Tool exposed mortar joints to match joints of surrounding existing brickwork.

3.3 CLEANING

- A. 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.
- B. Use only those cleaning methods indicated for each masonry material and location.
 1. Do not use wire brushes.
 2. Use spray equipment that provides controlled application at volume and pressure indicated, measured at spray tip.
 3. For chemical cleaner spray application, use low-pressure tank or chemical pump suitable for chemical cleaner indicated, equipped with cone-shaped spray tip.
 4. For water spray application, use fan-shaped spray tip that disperses water at an angle of 25 to 50 degrees.
- C. Removing Plant Growth: Completely remove plant, moss, and shrub growth from masonry surfaces. Carefully remove plants, creepers, and vegetation by cutting at roots and allowing to dry as long as possible before removal. Remove loose soil and debris from open masonry joints to whatever depth they occur.
- D. Chemical Cleaner Application Methods: Apply chemical cleaners to masonry surfaces to comply with chemical cleaner manufacturer's written instructions; use brush or spray application methods, at Contractor's option. Do not spray apply at pressures exceeding 50 psi. Do not allow chemicals to remain on surface for periods longer than those indicated or recommended by manufacturer.
- E. Nonacidic Liquid and Acidic Chemical Cleaning:
 1. Brick: Use nonacidic liquid cleaner.
 2. Wet masonry with cold water applied by low-pressure spray.
 3. Apply cleaner to masonry in two applications by brush or low-pressure spray. Let cleaner remain on surface for period recommended by chemical cleaner manufacturer.
 4. Rinse with cold water applied by medium-pressure spray

3.4 REPOINTING MASONRY

- A. Rake out and repoint mortar joints as follows:
 1. Remove mortar from joints to depth of joint width plus 1/8 inch, but not less than 1/2 inch or not less than that required to expose sound, unweathered mortar. Remove mortar from masonry surfaces within raked-out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar.
 2. Cut out mortar by hand with chisel and mallet.

3. Rinse masonry-joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing

State University of New York Purchase College
Restoration of Four (4) Stairs at Performing Arts Center
Project Number: SU 111919

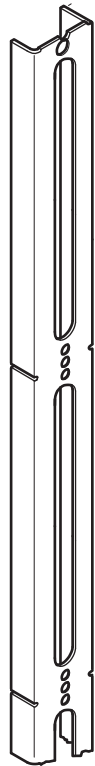
“Issued for Bid”

Division 4 - Masonry Accessories Cut-sheets

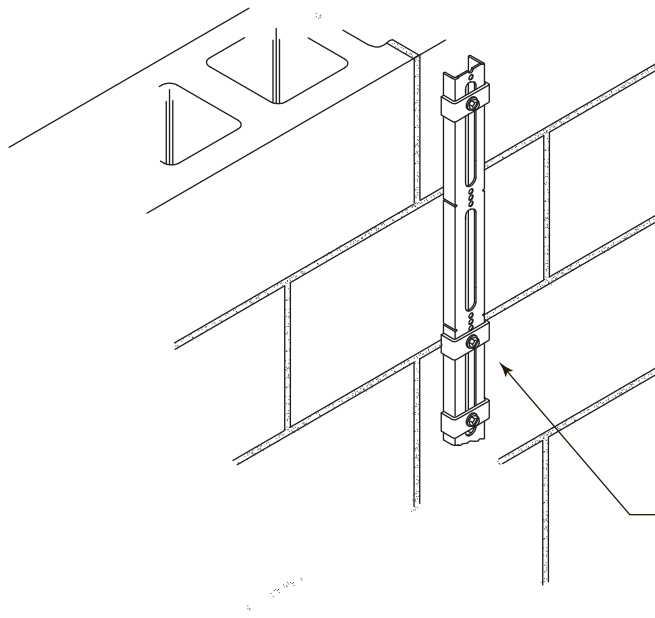
Hohmann & Barnard Cut-sheets

Gripstay™ Anchors, Channels & Ties

362-C Gripstay™ Channel



362-C Gripstay™ Channel



**362-C Gripstay™ Channel,
Lok-Channel Clip, &
Expansion Bolt**

**362-C Gripstay™ Channel,
Lok-Channel Clip, & Expansion Bolts spaced at 16" oc., 14 gauge,
Stainless Steel Type 304, MANUF. BY HOHMANN & BARNARD**

DRAWINGS FOR ILLUSTRATIVE PURPOSES ONLY

The **362-C** is a Continuous Gripstay™ Channel for use on backup block. Accepts any Gripstay™ Anchor for masonry or stone.

Sheet Metal (Carbon Steel):

ASTM A1008/A1008M

Zinc Coating:

Mill Galvanized: **ASTM A653/A653M** (0.6 oz/ft²)

Hot-Dip Galvanized: **ASTM A153/A153M**-B2 Class B (sheet metal ties and anchors Hot-Dip Galvanized after fabrication)

Note: Hohmann & Barnard will certify to a minimum of 2.0 oz/ft²

Sheet Metal (Stainless Steel):

ASTM A666, ASTM A480/ASTM A480M, and ASTM A240/A240M - AISI Type 304 or Type 316

U.S. patent No. 5,063,722

Dimensions:

Thickness: 14 gauge, 12 gauge, or 11 gauge

Length: 5'-0" standard, other lengths available in 7 ½" increments

Hole size: 5/16"

Finishes:

☐ Mill Galvanized

☐ Hot-Dip Galv. Stainless Steel: ☒ Type 304 ☐ Type 316

Note: Hohmann & Barnard recommends Stainless Steel for maximum protection against corrosion.

Thickness:

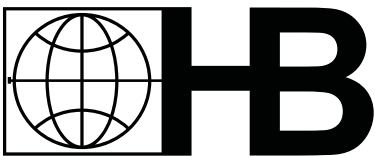
☒ 14 gauge

☐ 12 gauge

☐ 11 gauge

Note: Lok-Channel Clips allow the 362-C to be attached to masonry using H&B expansion bolts (as shown)

IMPORTANT: Since each construction project is unique, the appropriate selection and use of any product contained herein must be determined by competent architects, engineers and other appropriate professionals who are familiar with the specific requirements of the project in question.



HOHMANN & BARNARD, INC.
a MiTek company

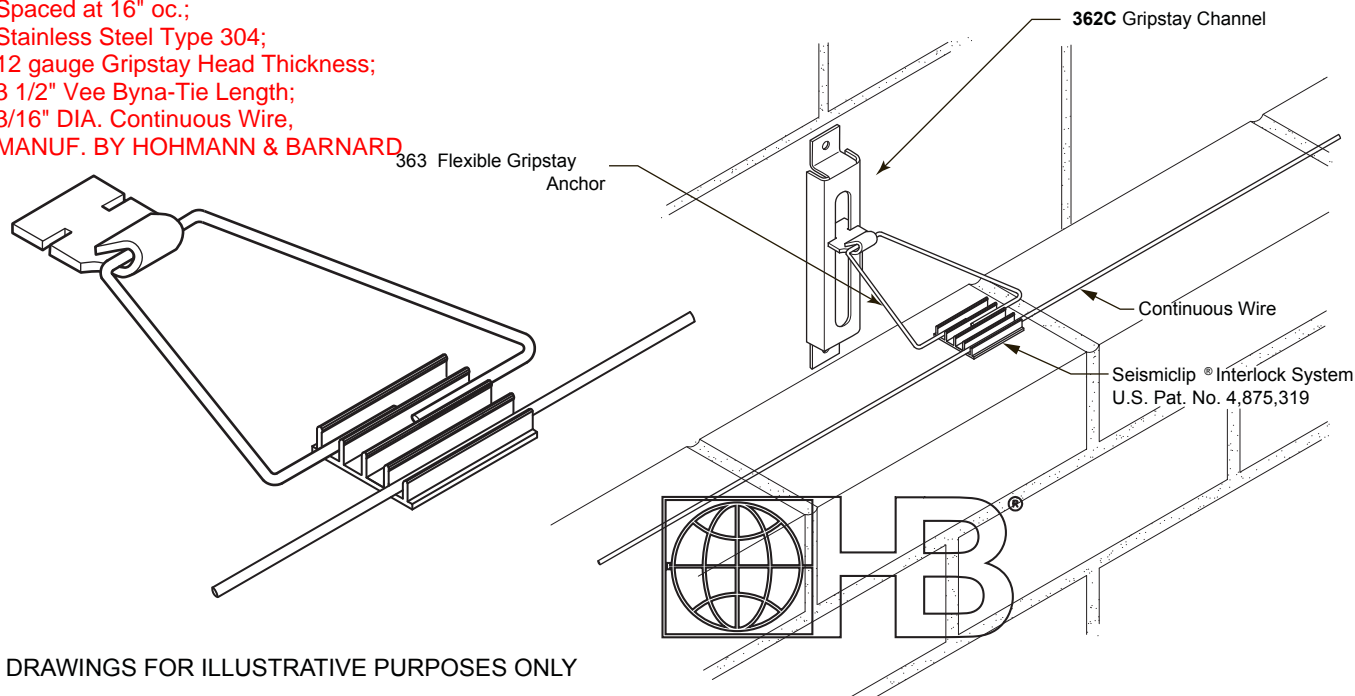
Seismic Anchors and Ties

363-BT

Flexible Gripstay Anchor w/Seismiclip® Interlock System

363-BT - FLEXIBLE GRIPSTAY CHANNEL SLOT ANCHOR

Spaced at 16" oc.;
Stainless Steel Type 304;
12 gauge Gripstay Head Thickness;
3 1/2" Vee Byna-Tie Length;
3/16" DIA. Continuous Wire,
MANUF. BY HOHMANN & BARNARD



DRAWINGS FOR ILLUSTRATIVE PURPOSES ONLY

363-BT Flexible Gripstay Anchor fitted with a Vee Byna-Tie® for use with the Seismiclip Interlock System

MATERIAL CONFORMANCE

Wire (Carbon Steel): Prefabricated from cold-drawn steel wire conforming to **ASTM A1064/A1064M**

Tensile Strength - 80,000 psi | Yield Point - 70,000 psi minimum

Zinc Coating:

Hot-Dip Galvanized after fabrication: **ASTM A153/A153M-B** (1.5 oz/ft²)

Note: Hohmann & Barnard will certify to a minimum of 2.0 oz/ft²

Wire (Stainless Steel): **ASTM A580/A580M** - AISI Type 304 or Type 316

Sheet Metal (Carbon Steel): **ASTM A1008/A1008M**

Zinc Coating:

Hot-Dip Galvanized: **ASTM A153/A153M Class B** (1.5 oz/ft²)

(sheet metal ties and anchors galvanized after fabrication)

Note: Hohmann & Barnard will certify to a minimum of 2.0 oz/ft²

Sheet Metal (Stainless Steel): **ASTM A666, ASTM A480/480M, and ASTM A240/A240M** - AISI Type 304 or Type 316

H&B manufactures steel wire products with recycled material.

Seismiclip®: Impact-resistant, rigid polyvinyl chloride tested in conformance with: **ASTM D1781** (Cell Classification), **ASTM D2240** (Hardness Shore D), **ASTM D638** (Tensile Yield & Modulus), **ASTM D790** (Flexural Strength & Modulus)

H&B is not responsible for incompatibility if ties or slots are interchanged with those of other manufacturers.

Finish:

☐ Hot-Dip Galv. Stainless Steel: ☒ Type 304 ☐ Type 316

Note: Hohmann & Barnard recommends **Stainless Steel** for maximum protection against corrosion.

Gripstay Head Thickness:

☐ 14 Gauge (standard) ☒ 12 Gauge (heavy-duty)

Vee Byna-Tie® Length:

☐ 3" ☒ 3 1/2" ☐ 4" ☐ 4 1/2"
☐ 5" ☐ Other _____

Vee Byna-Tie® Diameter:

☐ 3/16"Ø (standard) ☒ 1/4"Ø (heavy-duty)

Continuous Wire:

☐ 9 Gauge ☒ 3/16"Ø

363 - Flexible Gripstay Anchor is manufactured for use with any H&B Gripstay Channel.

Vee Byna-Tie® portion manufactured from a minimum of 95% recycled material.

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CANADA

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Control Joints / Expansion Joints

Backer Rod - Standard



DRAWINGS FOR ILLUSTRATIVE PURPOSES ONLY

Standard Backer Rod is an ideal non-absorbent compressible backup material inserted into a joint to control sealant depth. It creates a backstop to allow proper sealant tooling and allows proper sealant of the joint surfaces. Backer Rod forms a proper bond between the back-up material and the sealant. It can also be used as a temporary joint seal.

- Commonly used for glazing operations, window and door applications, expansion joints, curtain wall joints, partitions, log construction or pavement joints.
- Standard Backer Rod is an extruded round, closed cell, low density polyethylene foam material with a skin-like outer texture. It is highly flexible and compressible for easy installation.
- This material is compatible with butyl, polysulfide, acrylic, polyurethane, silicone and most other cold sealants.

PRODUCT TECHNICAL DATA - Physical Properties

Property	Test Method	Value
Density Typical	ASTM D1622	1.5 lbs/cu. ft.
Compression Deflection	ASTM D1621	4 psi @ 25%
Water Absorption	ASTM C5090	.02% by vol.
Temperature Range		-90°F to 200°F
R-Value	ASTM C335	2.2

Composition

Closed-cell polyethylene foam

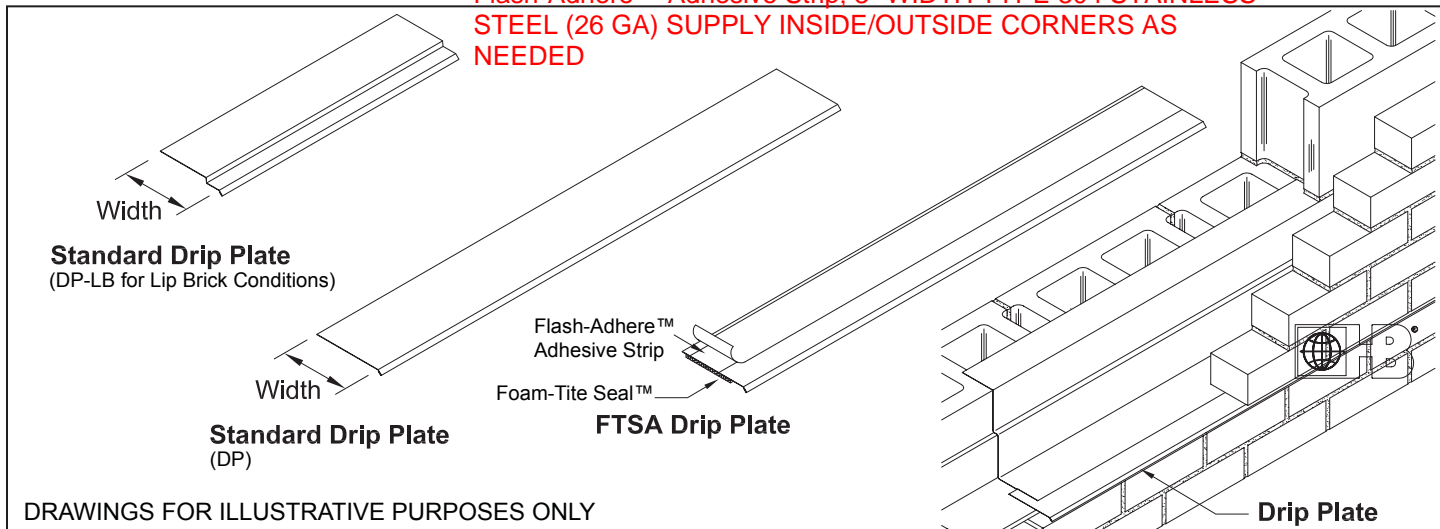
Compliances

ASTM C1330

Flashing and Reglets

Drip Plate

DP-FTSA - Drip Plate with Foam-Tite Seal™* and Flash-Adhere™ Adhesive Strip; 3" WIDTH TYPE 304 STAINLESS STEEL (26 GA) SUPPLY INSIDE/OUTSIDE CORNERS AS NEEDED



DRAWINGS FOR ILLUSTRATIVE PURPOSES ONLY

Material Conformance:

Stainless Steel Type 304 & 316:
ASTM A240/A240M, ASTM A666,
and ASTM A480/A480M

Copper: ASTM B370 - #110 Alloy
Lead-Coated Copper:
ASTM B370 - #110 Alloy

- DP** Our Standard Drip Plate, furnished with a smooth, factory-formed hemmed edge for installation safety and uniform appearance. **Standard DP Drip Plates** are compatible with all H&B flashing products.
- DP-LB** Same as above, for lip brick conditions.
- FTS** Optional **Foam-Tite Seal™** offers unique added protection against the ingress of water in cavity wall construction. It is a continuous 1/8" thick strip of factory-installed compressible foam to act as a bond-break and help prevent air and moisture infiltration.
- FTS-LB** Same as above, for lip brick conditions.
- FTSA** Adds our optional **Flash-Adhere™ Adhesive Strip*** to the FTS Drip Plate (as described above). This adhesive strip (with tear-off release paper) is factory-installed on the top side of the drip plate to aid in the precise and permanent placement of the flashing.
- FTSA-LB** Same as above, for lip brick conditions.

NOTE:

- For corner pieces, reference "inside" or "outside" with above product numbers.
- H&B does **NOT** recommend galvanized sheet as a drip plate/edge.

* When cleaning the exterior veneer, the cleaner's manufacturer recommendations for protecting metal **MUST** be followed.

U.S. Pat. No. 6,584,746 Other Patents Pending

Installation Instructions:

DP Series Drip Plates: Install onto a continuous bead of HB Sealant. ALL laps must be 3" min. with a bead of HB Sealant between and tooled bead of sealant on top of the edges of the overlap.

FTS Series Drip Plates: Must be overlapped 3" min. with a bead of HB Sealant between and tooled bead of HB Sealant on top of the edges of the overlap. (NOTE: 2" of foam must be removed from each side at laps)

- ☐ DP - Standard Drip Plate
- ☐ DP-LB - Standard Drip Plate (Lip Brick)
- ☐ DP-FTS - Drip Plate with Foam-Tite Seal™*
- ☐ DP-FTS-LB - Drip Plate with Foam-Tite Seal™(Lip Brick)*
- ☒ DP-FTSA - Drip Plate with Foam-Tite Seal™* and Flash-Adhere™ Adhesive Strip**
- ☐ DP-FTSA-LB - Drip Plate with Foam-Tite Seal™* and Flash-Adhere™ Adhesive Strip* (Lip Brick)**

* FTS (Foam-Tite Seal™) state width of foam _____

** **Flash-Adhere™ Adhesive Strip** is NOT suitable for use with PVC or asphaltic flashing products. Works with all non-asphaltic H&B and Sandell flashing products

Optional Corner Pieces:

- ☒ Inside ☒ Outside ☐ End Dam

Width:

- ☐ 1 1/2" ☐ 2" ☐ 2 1/2"
- ☒ 3" ☐ 3 1/2" ☐ Other _____

Material:

- ☒ Type 304 Stainless Steel (26 gauge standard)
- ☐ Type 304 Stainless Steel _____ gauge (enter custom gauge)
- ☐ Type 316 Stainless Steel (26 gauge standard)
- ☐ Type 316 Stainless Steel _____ gauge (enter custom gauge)
- ☐ Copper 20 oz. ☐ Copper 16 oz. ☐ Copper 12 oz.
- ☐ Lead-Coated Copper 16 oz ☐ Lead-Coated Copper 12 ounce

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Flashing and Reglets

Drip Plate

DP-FTSA - Drip Plate with Foam-Tite Seal™* and
Flash-Adhere™ Adhesive Strip; 3.5" WIDTH TYPE 304
STAINLESS STEEL (26 GA) SUPPLY INSIDE/OUTSIDE
CORNERS AS NEEDED



DRAWINGS FOR ILLUSTRATIVE PURPOSES ONLY

Material Conformance:

Stainless Steel Type 304 & 316:
ASTM A240/A240M, ASTM A666,
and ASTM A480/A480M

Copper: ASTM B370 - #110 Alloy
Lead-Coated Copper:
ASTM B370 - #110 Alloy

- DP** Our Standard Drip Plate, furnished with a smooth, factory-formed hemmed edge for installation safety and uniform appearance. **Standard DP Drip Plates** are compatible with all H&B flashing products.
- DP-LB** Same as above, for lip brick conditions.
- FTS** Optional **Foam-Tite Seal™** offers unique added protection against the ingress of water in cavity wall construction. It is a continuous 1/8" thick strip of factory-installed compressible foam to act as a bond-break and help prevent air and moisture infiltration.
- FTS-LB** Same as above, for lip brick conditions.
- FTSA** Adds our optional **Flash-Adhere™ Adhesive Strip*** to the FTS Drip Plate (as described above). This adhesive strip (with tear-off release paper) is factory-installed on the top side of the drip plate to aid in the precise and permanent placement of the flashing.
- FTSA-LB** Same as above, for lip brick conditions.

NOTE:

- For corner pieces, reference "inside" or "outside" with above product numbers.
- H&B does **NOT** recommend galvanized sheet as a drip plate/edge.

* When cleaning the exterior veneer, the cleaner's manufacturer recommendations for protecting metal **MUST** be followed.

U.S. Pat. No. 6,584,746 Other Patents Pending

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- ☐ DP - Standard Drip Plate
- ☐ DP-LB - Standard Drip Plate (Lip Brick)
- ☐ DP-FTS - Drip Plate with Foam-Tite Seal™*
- ☐ DP-FTS-LB - Drip Plate with Foam-Tite Seal™(Lip Brick)*
- ☒ DP-FTSA - Drip Plate with Foam-Tite Seal™* and Flash-Adhere™ Adhesive Strip**
- ☐ DP-FTSA-LB - Drip Plate with Foam-Tite Seal™* and Flash-Adhere™ Adhesive Strip* (Lip Brick)**

* FTS (Foam-Tite Seal™) state width of foam _____

** **Flash-Adhere™ Adhesive Strip** is NOT suitable for use with PVC or asphaltic flashing products. Works with all non-asphaltic H&B and Sandell flashing products

Optional Corner Pieces:

- ☒ Inside ☒ Outside ☐ End Dam

Width:

- ☐ 1 1/2" ☐ 2" ☐ 2 1/2"
- ☐ 3" ☒ 3 1/2" ☐ Other _____

Material:

- ☒ Type 304 Stainless Steel (26 gauge standard)
- ☐ Type 304 Stainless Steel _____ gauge (enter custom gauge)
- ☐ Type 316 Stainless Steel (26 gauge standard)
- ☐ Type 316 Stainless Steel _____ gauge (enter custom gauge)
- ☐ Copper 20 oz. ☐ Copper 16 oz. ☐ Copper 12 oz.
- ☐ Lead-Coated Copper 16 oz ☐ Lead-Coated Copper 12 ounce

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Branch/Subsidiary Locations:

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MARYLAND - NEW YORK

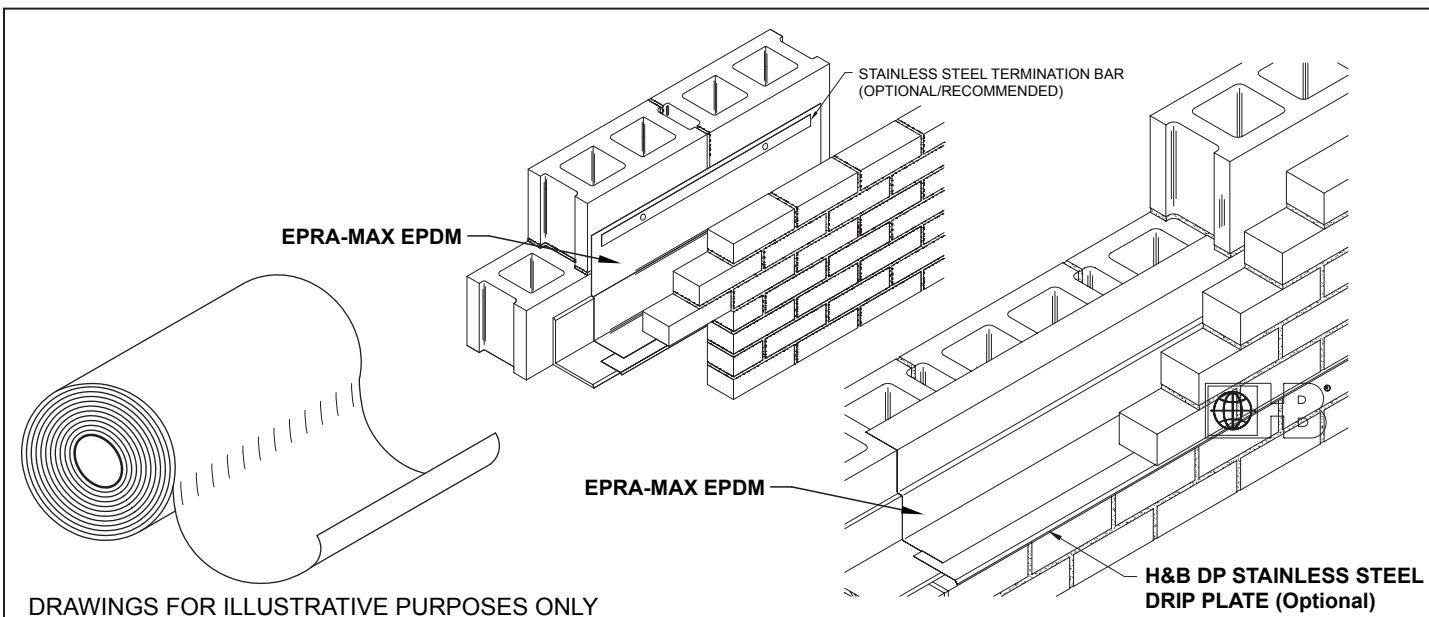
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Flashing and Reglets

Epra-Max™ EPDM Thru-Wall Flashing



Epra-Max™ EPDM:

EPDM is a synthetic rubber that has been used extensively for decades in the roofing industry. Its durability under harsh, exposed roofing conditions renders it an ideal choice for use in more controlled applications, such as Thru-Wall Flashing.

- Superior tear and puncture resistance
- Not susceptible to decomposition due to UV or ozone exposure
- Will not drool in high temperatures
- Remains flexible flexible to -49° F

NOTE:

- An optional stainless steel drip edge is recommended to ensure diversion of moisture to outside of building (product can be cut flush with exterior wall)
- Surface mount applications should be attached with a stainless steel or aluminum termination bar.

Epra-Max™ Technical Data

Property	Typical Values	Test Method
Tensile Strength	1305 PSI, 9 Mpa	ASTM D-412, Die C
Elongation	300%	ASTM D-412, Die C
Tear Resistance	150 lbf/in 26.3 kN/m, 26.4	ASTM D-624, Die C
Ozone Resistance: 166 hrs/100 PPHM@104°F with 50% extension	No Cracks	ASTM D-1140
Heat aging: 29 days @ 240°F		ASTM D-573
Tensile Strength	1205 PSI, 8.3 Mpa	ASTM D-412
Elongation	200%	ASTM D-412
Brittleness Point	-49°F, -45°C	ASTM D-2137
Water Absorption, change in weight after immersion in water 166 hrs @ 158°F	+8, -2%	ASTM D-471
Water Vapor Permeability	2.0 Perm-Mils	ASTM E-96

* Please refer to Hohmann & Barnard installation instructions for more information.

Width: (50 ft. long)

☐ 12" ☒ 16" ☐ 18" ☐ 20" ☐ 24" ☐ 36"

Thickness:

☐ 40 mil (STANDARD) ☒ 60 mil

Corners:

☒ Inside ☒ Outside ☐ End Dam

Stainless Steel Drip Plate (Optional/Recommended):

☐ 1 1/2" ☒ 3" ☐ Other _____

☐ Termination Bar (Optional)

☐ 1 1/2" wide Butyl Tape (4 rolls/carton)

☐ Spray Primer (12 cans/carton)

☐ Mastic/Bonding Adhesive (5 gallon pail)

Note: EPDM based products are **NOT** recommended for use with ANY asphalt based products. Contact H&B technical department for complete storage and installation information.

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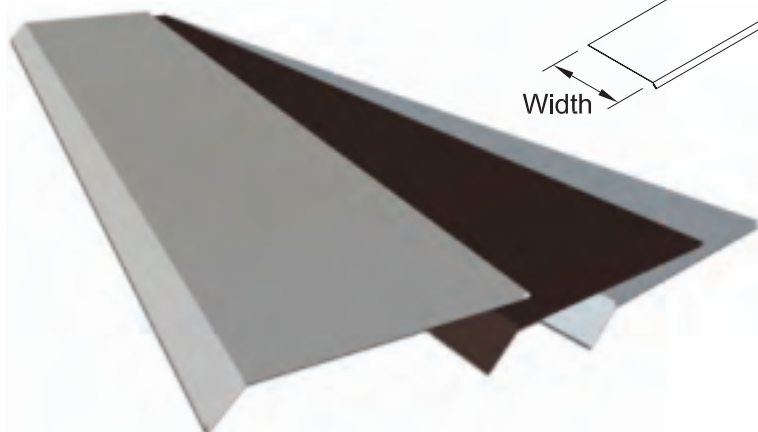
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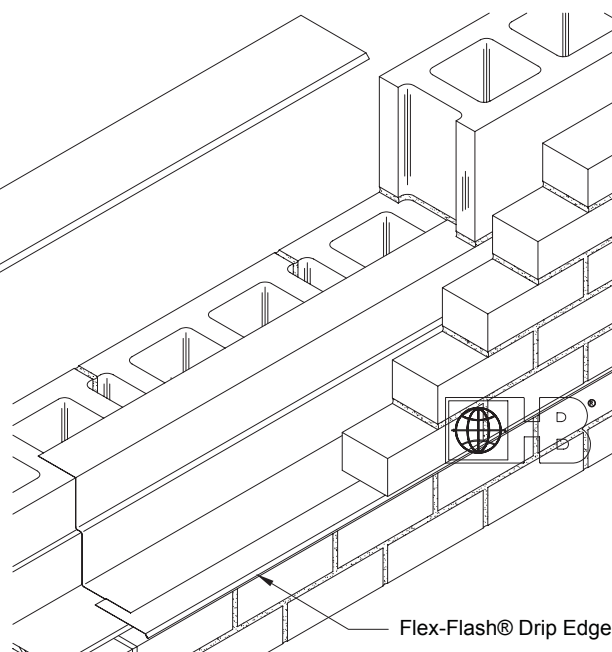
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Flashing and Reglets

Flex-Flash® Drip Edge



Width



Flex-Flash® Drip Edge

DRAWINGS FOR ILLUSTRATIVE PURPOSES ONLY

Flex-Flash® Drip Edge is a durable, 45-mil thick factory-formed extruded drip edge formulated with Elvaloy® Kee*.

- Extremely tough, with excellent impact and tear resistance
- Flexibility is maintained in all weather environments, even in extreme heat or cold
- Highly resistant to oils and repels most chemicals
- Compatible with most silicone and urethane sealants
- Not susceptible to UV degradation

U.S. Pat. No. D648,865

PERFORMANCE DATA

Tear Strength - ASTM D-751, A

Machine Direction	100.44 (lbf)
Cross Machine Direction	87.10 (lbf)

Tear Strength at Break - ASTM D-751, A

Machine Direction	337.25 (lbf)
Cross Machine Direction	323.10 (lbf)

Elongation at Break - ASTM D-751, A

Machine Direction	34.49%
Cross Machine Direction	26.51%

Seam Strength - ASTM D-751

	370.88 (lbf)
--	--------------

Puncture Resistance - ASTM D-751

	73.22 (lbf)
--	-------------

Heat Aging of Membrane

Break Strength at Break	N/A
-------------------------	-----

Elongation at Break	N/A
---------------------	-----

Dimensional Stability - ASTM D-1204

(for 6 hrs. @ 176)	N/A
--------------------	-----

Water Absorption - ASTM D-570

(for 48 hrs. @ 70)	N/A
--------------------	-----

*Elvaloy is a registered trademark of the DuPont Company.

Dimensions:

- Thickness 45 mil
- 3" wide x 8' long with a 3/8" drip

Colors:

☐ Ivory ☒ Brown ☐ Gray

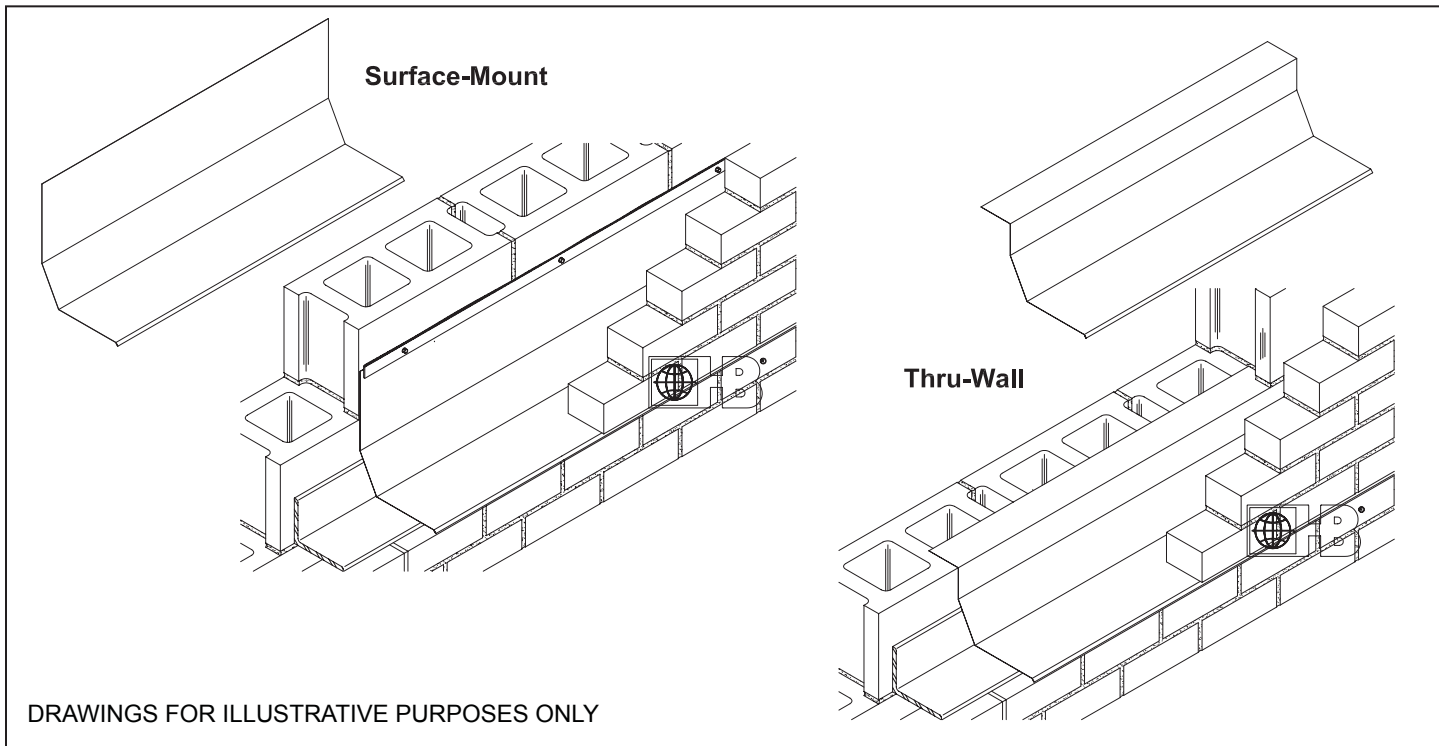
NOTE: Compatible for use with any H&B flashing products.

SEALANT COMPATIBILITY

Urethanes Company	Product	Primer Required
SIKA	Sikaflex-1A	#260-205
Sonneborn	Sonolastic NP1	#733
Tremco	Dymonic	#6 or #17
Silicones Company	Product	Primer Required
Dow Corning	790 & 791	1200
Prime Coat	795 (Dark colors only)	1205 Prime Coat
GE Silicones	Silpruf®	SS4179
Pecora	890 & 895	P-120
Tremco	Spectrem 2	#10

Flashing and Reglets

MFL - Metal Flashing



Material Conformance:

Stainless Steel Type 304 & 316: ASTM A240/A240M, ASTM A 666, ASTM A 480, ASTM A167
Copper: ASTM B370 - #110 Alloy
Lead-coated copper: ASTM B101 - #110 Alloy

Hohmann & Barnard manufactures MFL Metal Flashing according to dimensions supplied by the customer. Please state dimensions, or submit a sketch when ordering.

MFL - Metal Flashing
Type 304 Stainless Steel
26 gauge
BY H&B,
SEE CONTRACT DWGS.
FOR SIZE
SUPPLY SURFACE
MOUNTED INSIDE &
OUTSIDE CORNERS AS
REQD.

*** Please refer to Hohmann & Barnard installation instructions for more information.**

Material:

- ☒ Type 304 Stainless Steel 26 gauge standard
- ☐ Type 316 Stainless Steel 26 gauge standard
- ☐ Copper 16 ounce
- ☐ Copper 12 ounce

Material (Special Order):

- ☐ Copper 20 ounce
- ☐ Lead-Coated Copper 16 ounce
- ☐ Lead-Coated Copper 12 ounce
- ☐ Terne-Coated Stainless Steel
- ☐ Type 304 ☐ Type 316 Stainless Steel ____ gauge
(enter custom gauge)

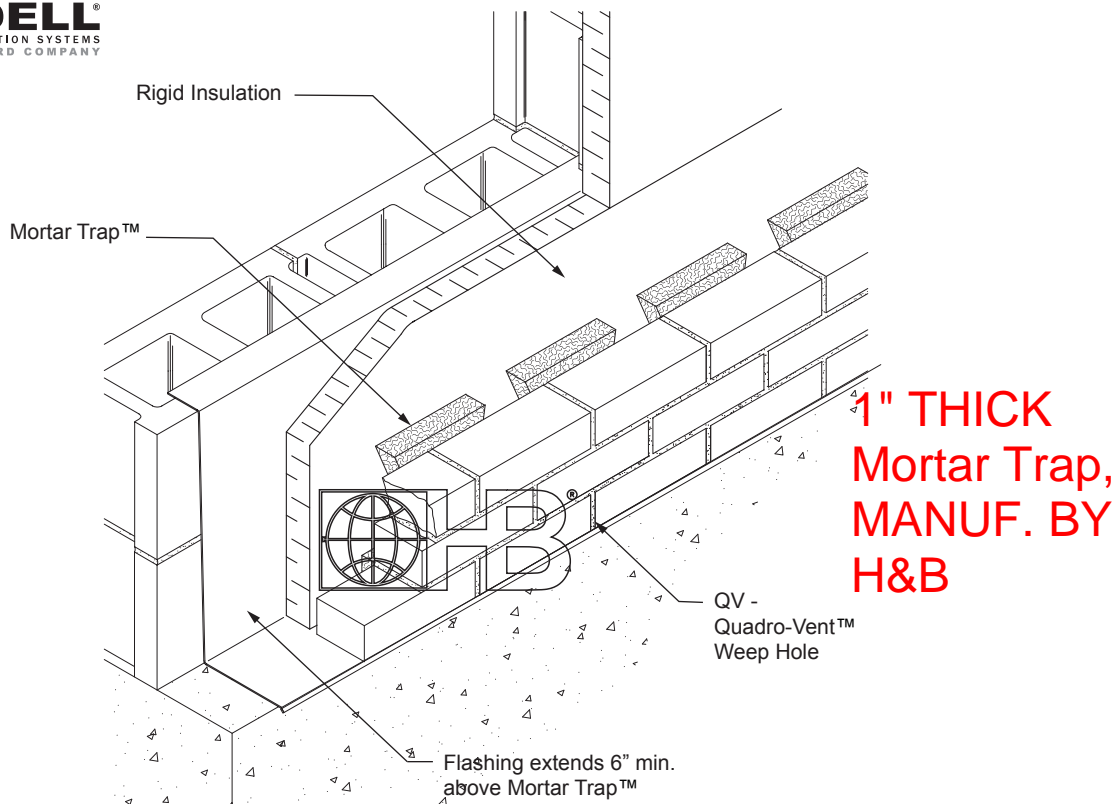
Optional:

- ☒ Inside Corner Piece (Surface-Mount)
- ☐ Inside Corner Piece (Thru-Wall)
- ☒ Outside Corner Piece (Surface-Mount)
- ☐ Outside Corner Piece (Thru-Wall)
- ☐ End Dam (State dimensions when ordering)
- ☒ ST - Splice Tape

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Mortar Collection Systems

Mortar Trap™



DRAWINGS FOR ILLUSTRATIVE PURPOSES ONLY

Mortar Trap™

Mortar Trap™ is manufactured from high-density polyethylene (HDPE) strands woven into a 90% open mesh. Its unique shape breaks up mortar droppings and prohibits mortar from creating a moisture retaining barrier, allowing water to flow freely to the weep holes.

Features:

- 90% open mesh construction allows unobstructed passage of air & water through the material itself so walls breathe, drain & dry quicker.
- Will not react with common building products (PVC, polystyrene, copper, rubberized-asphalt, lead, stainless steel or galvanized metal).
- Will not: absorb or trap moisture, support mold or fungus, and is inedible to insects.
- Will not degrade as a result of temperature variations and is designed to last for the life of the building.
- Keeps weep holes open - catches and permanently suspends mortar-droppings so blockage can't occur.
- Fast, easy installation by masons - does not require fasteners or adhesives, no special skills or tools.
- Slightly compressible to allow for cavity variations in the field.

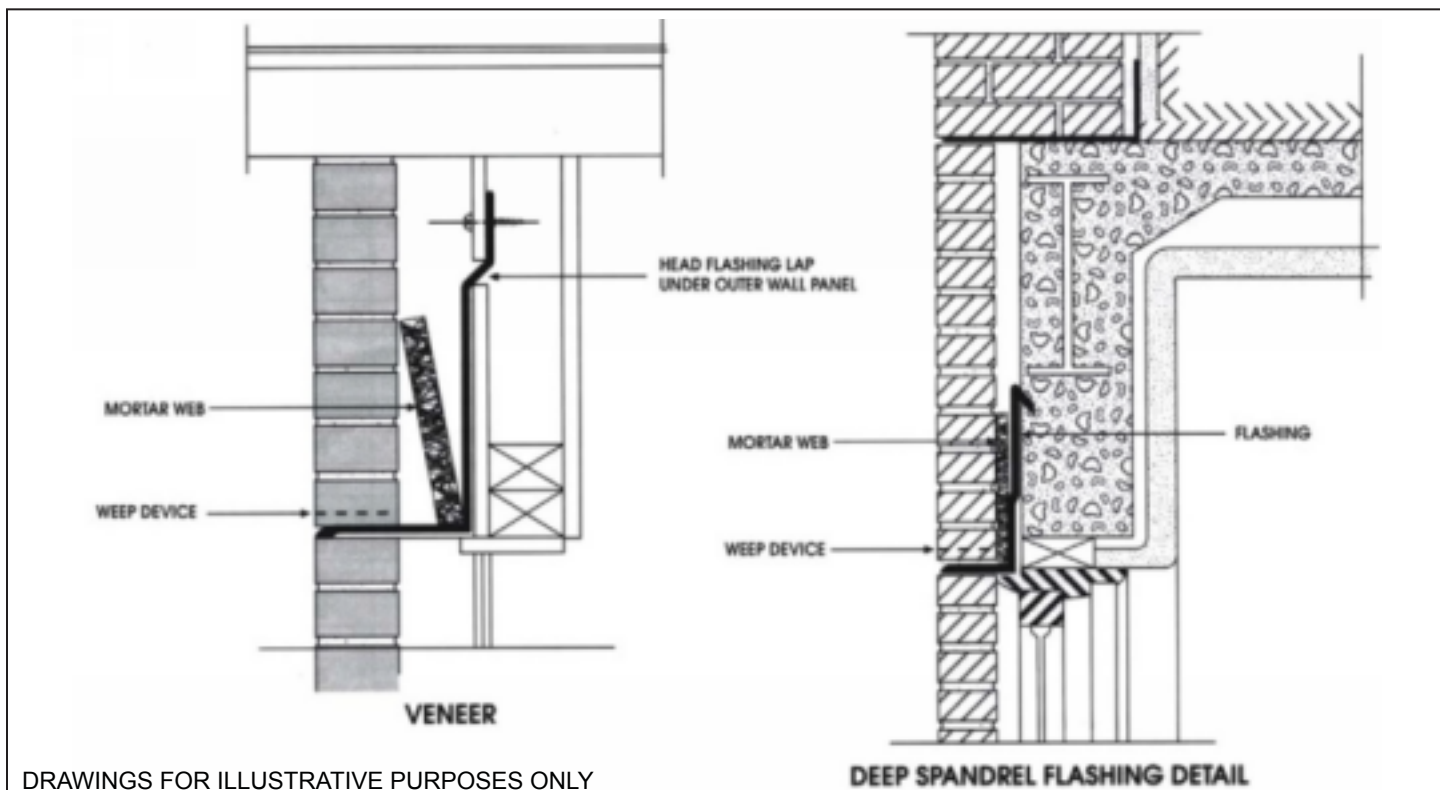
Thickness: (Mortar Trap™ is 10" high x 4' long)

- ☐ 0.4"
- ☒ 1"
- ☐ 1 ½"
- ☐ 2"

NOTE: When Mortar Trap™ is used with the Quadro-Vent™ Weep Hole additional insect screening is not required.

Mortar Collection & Suspension Systems

Mortar Web™



Product Description:

Mortar Web is used in conjunction with flashing and weep devices, to promote proper drainage in cavity wall construction. Mortar Web is placed inside the cavity of the wall to permanently suspend mortar droppings above drainage openings. Mortar Web keeps flashing and weep devices free of mortar collection. The unique design, prevents flashing and weep devices from becoming blocked from mortar droppings. By installing Mortar Web, moisture is allowed to flow unrestricted, and is channeled to the exterior of the structure by way of flashing and weep devices.

Mortar Web is a polymer based geomaterial made of high density polyethylene strands. It is woven into a 90% open mesh weave design proper drainage while suspending mortar collection permanently. The material is unreactive with common building materials, such as PVC, polyethylene, polystyrene, copper, lead, rubberized asphalt and stainless steel. Mortar Web will not absorb or trap mortar, mildew or fungus. Mortar Web was designed to last for the life of the building.

Standard Sizes:

- ☒ 1" wide x 10" high x 50' long
- ☐ 2" wide x 10" high x 25' long
- ☐ Custom Size: _____" x _____" x _____"
available for 1" and 2" cavity walls, 10" - 48" high & 50' lengths

Installation:

After the first one or two courses of brick have been set, clean the cavity of any mortar droppings or debris. Once the cavity has been cleared, place one continuous row of Mortar Web in the collar joint or cavity of the wall. The cavity should not be any wider than an 1/8" of the Mortar Web material being installed. Place Mortar Web on top of the flashing, against the inside outer wythe, at the base of the wall. No adhesives or mechanical fasteners are necessary when installing Mortar Web, and the mortar does not have to set. Mortar Web is equally effective for masonry, steel, and wood stud cavity wall applications.

IMPORTANT: Since each construction project is unique, the appropriate selection and use of any product contained herein must be determined by competent architects, engineers and other appropriate professionals who are familiar with the specific requirements of the project in question.

Flashing and Reglets

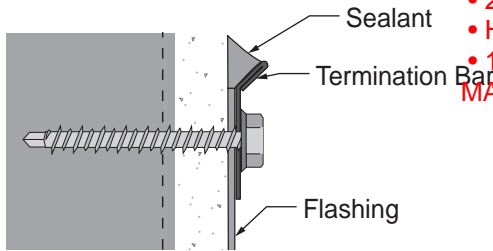
T2 - Termination Bar

T2 - FTS (Foam-Tite Seal) TERMINATION BAR
TYPE 304 STAINLESS STEEL, 26 GAUGE

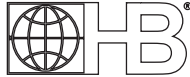
Dimensions:

- 26 ga. x 1½" x 8' long
- Has a 3/8" flange on top for easy caulking
- 1/4" holes spaced 8" o.c.

MANUF. BY HOHMANN & BARNARD



SIDE VIEW



DRAWINGS FOR ILLUSTRATIVE PURPOSES ONLY

T2 - Termination Bar

Used at top of flashing to mechanically secure it to backup.
Compatible with all H&B Surface-Mount membrane and copper-laminate flashings.

NOTE: Available with optional Foam-Tite Seal[®] to aid in inhibiting moisture infiltration. A factory-installed foam strip helps to seal small voids occurring between the termination bar and irregular substrate surfaces, while offering protection against water penetration due to sealant deterioration.

NOTE: H&B recommends termination bars be fastened 8" o.c.
(Metal term bars can be fastened 16fl o.c. for metal stud backup)

Product: (Type 304 Stainless Steel, 26 Gauge)

☐ T2

☒ 4 OPTIONAL: T2-FTS (Foam-Tite Seal[®])

Dimensions:

↳ 26 ga. x 1½fl x 8TM long

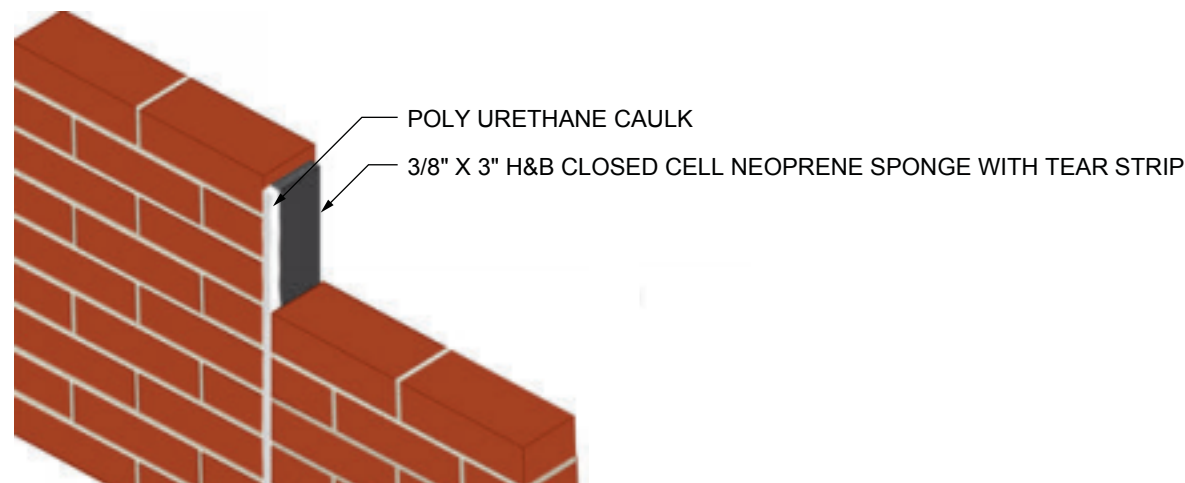
↳ Has a 3/8fl flange on top for easy caulking

↳ 1/4fl holes spaced 8fl o.c.

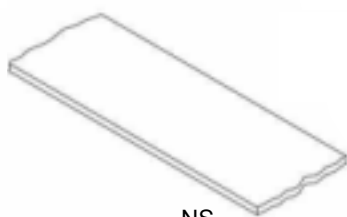
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VERTICAL CONTROL JOINTS IN MASONRY

NS - Closed Cell Neoprene Sponge



NSTA
(WITH TEAR STRIP)



NS
(STD. WITHOUT TEAR STRIP)

TECHNICAL DATA / PHYSICAL PROPERTIES

Color: Black / Dark Gray

Polymer: Neoprene/SBR

ASTM Specifications D-1056-91

SCE 41/2A1

SAE Specifications 18-R

Tensile Strength PSI ASTM D3575

65

Density (pcf) approx.

2-5

Elongation ASTM Method 3575

350

Temperature Resistance

Low

- 90 degrees F

High continuous

+155 degrees F

High intermittent

+210 degrees F

Compression Set (max) ASTM 3575/1056

12% / 35%

ASTM Method - 1/2" samples

compressed 50% 22 hrs. @ 70 degrees F - 24 hr. recovery

Compression Deflection (psi)

5 - 12

Weight required to compress a 1.129" diameter disc by 25%

Varies according to thickness

Accelerated Aging

(7 days at 170o F)

Flexibility - 180o F

Excellent

bend without cracking

Appearance change

None

Shrinkage, Lin. Max

3% (+/-)

Water Absorption by weight

5%

(Max.) (ASTM method)

DRAWINGS FOR ILLUSTRATIVE PURPOSES ONLY

Material:

Closed Cell (ASTM D1056 Grade 2A 1)

☐ NS - Without tear strip (standard)

☒ NSTA - With tear strip

☐ Optional: Pressure-Sensitive Adhesive on one side

Thickness:

☐ 1/4"

☒ 3/8"

☐ 1/2"

☐ Other _____

Width:

☒ 3"

☐ 4"

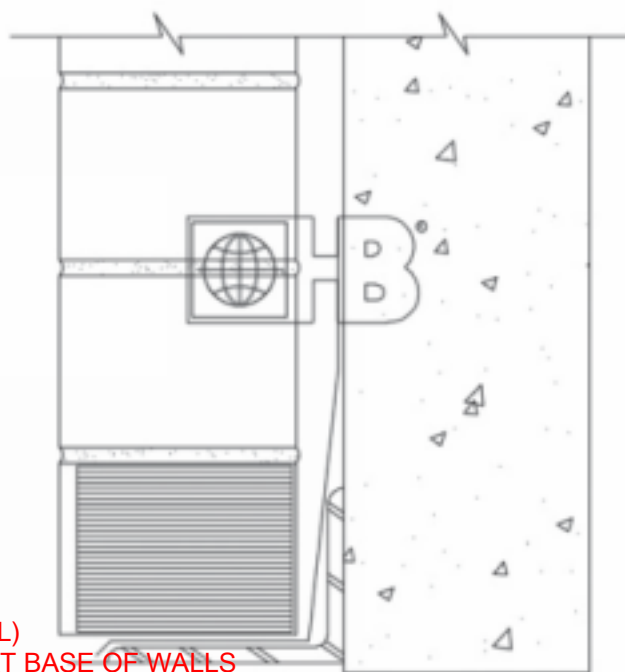
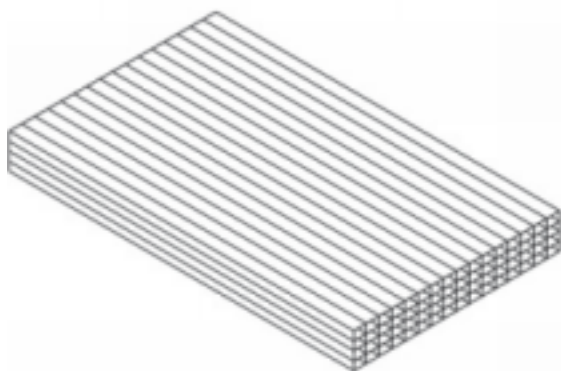
☐ 6"

☐ Other _____

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Weep Holes/Vents

QV - Quadro-Vent™



WEEP HOLES/VENTS QV - QUADRO-VENT
STANDARD SIZE (3/8" THICK X 3 3/8" WIDE X 2 1/2" TALL)
SPACED AT 16" OC ABOVE THE FLASHING JOINTS AT BASE OF WALLS
COLOR TO BE DETERMINED BY SUNY PURCHASE/OWNER
MANUF. BY HOHMANN & BARNARD

DRAWINGS FOR ILLUSTRATIVE PURPOSES ONLY

Quadro-Vent's honeycomb design allows passage of moisture from cavity to the building exterior while restricting ingress of insects and other debris.

- Allows passage of moisture up to its 2 1/2" height, important in the event of mortar droppings at bottom of cavity.
- Is suitable for top of wall venting.
- Polypropylene tested in conformance with ASTM D2240, ASTM D790B, ASTM D638, and ASTM D1238B.

Color:

- | | | | |
|---------------------------------|--------------------------------|--------------------------------|--------------------------------|
| <input type="checkbox"/> Gray | <input type="checkbox"/> Clear | <input type="checkbox"/> Buff | <input type="checkbox"/> Black |
| <input type="checkbox"/> Almond | <input type="checkbox"/> Cocoa | <input type="checkbox"/> White | |

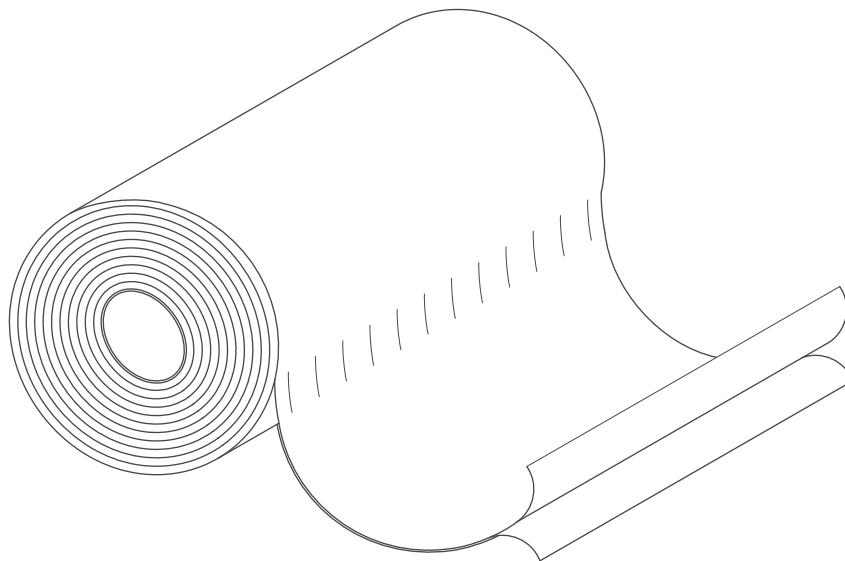
Size:

- ☒ Standard (3/8" thick x 3 3/8" wide x 2 1/2" tall)
- ☐ Jumbo (3/8" thick x 3 3/8" wide x 3 1/2" tall)
- ☐ Custom 3/8" x _____ x _____

IMPORTANT: Since each construction project is unique, the appropriate selection and use of any product contained herein must be determined by competent architects, engineers and other appropriate professionals who are familiar with the specific requirements of the project in question.

Flashing and Reglets

X-BARRIER™ Peel & Stick Barrier



DRAWINGS FOR ILLUSTRATIVE PURPOSES ONLY

X-Barrier™ is a sheet applied self-adhesive, membrane to provide an air and water barrier when applied to above grade wall assemblies. X-Barrier is a self-adhered membrane that resists air leakage and water penetration and acts as a vapor barrier.

- Color: White sheet
- Adhesive: High temperature non-asphalt
- Thickness: 40 mils
- UV Exposure: up to 120 days
- Application Temperature: Above 40°F to 120°F
- Adhesive-backed with removable release liner

Patents Pending

Storage and Protection:

X-Barrier™ should be stored under cover in original sealed containers above 40°F and below 100°F. ALWAYS keep X-Barrier from getting wet. The shelf life for unopened packaging is 1 year.

*** Please refer to Hohmann & Barnard installation instructions for more information.**

Technical Data:

- Tensile Strength - **ASTM D751**
 - Machine Direction (Force) 130 lbs
 - Cross Direction (Force) 124 lbs
- Trapezoidal Tear Strength - **ASTM D4533**
 - Machine Direction (Force) 46 lbs
 - Cross Direction (Force) 44 lbs
- Mullen Burst - **ASTM D751** 180 psi
- UV Exposure (2000 hours) - **ASTM G154-98** >90%
- Permeability **ASTM E2178** 0.00035 cfm/ft²
- ASTM E96** 0.012 perms
- Air Leakage **ASTM E2357** 0.0008 cfm/ft² (75Pa)

DIMENSIONS: 36" wide x 75' long

¹Grains/h/ft²/in Hg (perms)

IMPORTANT: Since each construction project is unique, the appropriate selection and use of any product contained herein must be determined by competent architects, engineers and other appropriate professionals who are familiar with the specific requirements of the project in question.

State University of New York Purchase College
Restoration of Four (4) Stairs at Performing Arts Center
Project Number: SU 111919

“Issued for Bid”

Belden Brick - Required Brick Products

Specifications for and Classification of Brick

Abstract: This *Technical Note* describes the predominant-consensus standard specifications for brick and the various classifications used in each. Specific requirements — including physical properties, appearance features and coring — are described. Additional requirements for each brick specification also are covered.

Key Words: appearance, ASTM standards, brick, chippage, classification, CSA standard, dimensions, distortion, durability, exposure, grade, physical properties, specification, tolerances, type, use.

SUMMARY OF RECOMMENDATIONS:

- Identify the appropriate brick specification for the intended use
- Specify each classification in the specification or verify that the default classification is valid
- Specify each required action of the purchaser and specifier
- Evaluate and specify any optional requirement
- Use requirements in consensus-based specifications; deviate from them only with consideration of effect on performance and cost

INTRODUCTION

Brick selection is made according to the specific application in which the brick will be used. Standards for brick cover specific uses of brick and classify the brick by performance characteristics. The performance criteria include strength, durability and aesthetic requirements. Selection of the proper specification and classification within that specification, along with proper design and construction, should result in expected performance.

ASTM International (ASTM) publishes the most widely accepted standards on brick. These standards are voluntary consensus standards that are reviewed and updated periodically to contain the most recent information. All have been through a thorough review process by a balanced committee of interested ASTM members classified as producers, users and general interest. All of the model building codes in the United States reference ASTM standards for brick.

Standards used in Canadian building codes are prepared by the Canadian Standards Association (CSA). The process used to prepare and revise CSA standards is similar to ASTM's. The sole CSA standard for brick, A82 *Fired Masonry Brick Made from Clay or Shale*, is similar in content to the ASTM standards for face brick and hollow brick. It also includes test methods.

This *Technical Note* identifies the standards for brick and the specific requirements for its various classifications. Other *Technical Notes* in this series address the fundamentals of brick manufacturing and the proper selection of brick.

BRICK SPECIFICATIONS

Depending on its use, brick is covered by one of several specifications. See [Table 1](#). Because firebox brick, chemical resistant brick, sewer and manhole brick, and industrial floor brick are special uses, they will not be addressed in this *Technical Note*.

TABLE 1
Specifications for Brick

Title of Specification	ASTM Designation ¹	CSA Designation ²
Building Brick	C 62	—
Facing Brick	C 216	A82
Hollow Brick	C 652	A82
Thin Veneer Brick Units Made from Clay or Shale	C 1088	—
Pedestrian and Light Traffic Paving Brick	C 902	—
Heavy Vehicular Paving Brick	C 1272	—
Ceramic Glazed Structural Clay Facing Tile, Facing Brick, and Solid Masonry Units	C 126	—
Glazed Brick, Single Fired	C 1405	—
Firebox Brick, Residential Fireplaces	C 1261	—
Chemical-Resistant Masonry Units	C 279	—
Sewer and Manhole Brick	C 32	—
Industrial Floor Brick	C 410	—

1. ASTM International, 100 Bar Harbor Drive, West Conshohocken, PA 19428.

2. Canadian Standards Association, 5060 Spectrum Way, Suite 100, Mississauga, Ontario, L4W 5N6 Canada.

Beginning with the 2007a edition of ASTM C 216, an appendix has been added. The appendix is designed to explain the specification, noting subtleties and relationships that might not otherwise be clear. In many instances the use of brick is similar to the title of its ASTM specification.

Facing Brick

Facing brick are intended for use in both structural and nonstructural masonry, including veneer, where appearance is a requirement.

Hollow Brick

Hollow brick are used as either building or facing brick but have a greater void area. Most hollow brick are used as facing brick in anchored veneer. Hollow brick with very large cores are used in reinforced brickwork and contain steel reinforcement and grout.

Building Brick

Building brick are intended for use in both structural and nonstructural brickwork where appearance is not a requirement. Building brick are typically used as a backing material.

Thin Brick

Thin veneer brick have normal face dimensions but a reduced thickness. They are used in adhered veneer applications.

Paving Brick

Paving brick are intended for use as the wearing surface on clay paving systems. As such they are subject to pedestrian and light or heavy vehicular traffic.

Glazed Brick

Glazed brick have a ceramic glaze finish fused to the brick body. The glaze can be applied before or after the firing of the brick body. These brick may be used as structural or facing components in masonry.

CLASSIFICATIONS

There are several classifications used in each standard. Classifications include grade, class, type, application and use. The criteria for these classifications may include exposure or use conditions; appearance items; physical properties needed for performance; tolerances on dimensions and distortion; chippage; and void area.

Brick qualify for a particular classification based on their properties after manufacturing. While most brick can be manufactured to attain all the attributes desired by a user, certain attributes may be dictated by the production method, durability classification or appearance classification designated by the user. For example, a molded brick cannot be made to meet the classification for the tightest dimensional tolerances since the production method uses a higher percentage of water that may result in greater shrinkage. Brick manufactured by the extrusion process can be made to meet the classification for tight or loose dimensional tolerances.

When specifying brick each classification should be designated. Some ASTM brick specifications default to a certain classification if it is not designated. The default classification may not be suitable for the intended use.

Table 2 contains a listing of the classifications in ASTM and CSA brick specifications.

TABLE 2
Classifications in Specifications for Brick

	Classification			
	Durability	Appearance	Void Area	Use
ASTM Specification				
C 62 Building Brick	Grade	None	None	None
C 216 Facing Brick	Grade	Type	None	None
C 652 Hollow Brick	Grade	Type	Class	None
C 1088 Thin Veneer Brick	Grade	Type	None	None
C 902 Pedestrian and Light Traffic Paving Brick	Class and Type	Application	None	Type
C 1272 Heavy Vehicular Paving Brick	Type	Application	None	Type
C 126 Ceramic Glazed Facing Brick	None	Grade and Type	None	None
C 1405 Single Fired Glazed Brick	Class	Grade and Type	Division	None
CSA Specification				
A82 Fired Masonry Brick Made from Clay or Shale	Grade	Type	None ¹	None

1. No classification given, but solid, cored and hollow brick are defined. See Void Area.

Durability and Exposure

Since the environmental and service conditions that brick are subjected to vary, each brick specification classifies brick for its specific durability. The classification is based on the severity of weather and the exposure of the brick. The classification assigned to the brick is typically based on physical properties of the brick. See *Technical Note 9B* for selection of the appropriate level of durability. The durability classifications for each specification are listed in [Table 3](#).

TABLE 3
Durability Classifications

	Durability Classification	More Severe Exposure	Less Severe Exposure
ASTM Specification			
C 62 Building Brick	Grade	SW MW NW	
C 216 Facing Brick	Grade	SW	MW
C 652 Hollow Brick	Grade	SW	MW
C 1088 Thin Veneer Brick	Grade	Exterior	Interior
C 902 Pedestrian and Light Traffic Paving Brick	Class	SX MX NX	
	Type	I II III	
C 1272 Heavy Vehicular Paving Brick	Type	F	R
C 126 Ceramic Glazed Facing Brick	None	—	
C 1405 Single Fired Glazed Brick	Class	Exterior	Interior
CSA Specification			
A82 Fired Masonry Brick Made from Clay or Shale	Grade	Exterior (EG)	Interior (IG)

For durability classifications the letters S, M and N in C 62, C 216, C 652 and C 902 indicate the following exposure conditions:

- S indicates severe weathering.
- M indicates moderate weathering.
- N indicates negligible or no weathering.

Physical Property Requirements. The physical property requirements in most specifications are compressive strength, water absorption and saturation coefficient. These properties must be determined in accordance with ASTM C 67, *Standard Methods of Sampling and Testing Brick and Structural Clay Tile* [Ref. 1] or CSA A82 [Ref. 3]. The minimum compressive strength, maximum water absorption and maximum saturation coefficient are used in combination to predict the durability of the bricks in use. The saturation coefficient, also referred to as the C/B ratio, is the ratio of 24-hour cold water absorption to the five-hour boiling absorption. The physical property requirements for each standard are listed in [Table 4](#).

Some brick are durable but cannot be classified under the physical requirements shown in Table 4. Using alternates and alternatives in the specifications allows brick that are known to perform well to meet the durability requirement. A brick qualifying for a classification by an alternate or alternative does not signify that it is of a lower quality.

The Absorption Alternate is found in ASTM C 62, C 216, C 652, C 1088, C 902 and C 1405. The Freezing and Thawing Alternative is found in ASTM C 62, C 216, C 652, C 1088, C 902, C 1272 and C 1405. The Low Weathering Index Alternative is found in ASTM C 62, C 216 and C 1088. CSA A82 includes a freeze-thaw test as an alternative if the brick does not meet the physical property requirements. Other unit specifications include alternates as well. These are discussed in the Additional Requirements section.

Absorption Alternate- The saturation coefficient requirement does not apply, provided the cold water absorption of any single brick of a random sample of five brick does not exceed 8 percent.

TABLE 4
Physical Properties in Brick Specifications

		Minimum Compressive Strength, Gross Area ¹ psi (MPa)		Maximum Cold Water Absorption, %		Maximum Five-Hour Boiling Absorption, %		Maximum Saturation Coefficient		Minimum Breaking Load, lb/in. (kN/mm)	
		Average of 5 brick	Individual	Average of 5 brick	Individual	Average of 5 brick	Individual	Average of 5 brick	Individual	Average of 5 brick	Individual
ASTM Specification and Classification											
C 62 Grade	SW	3000 (20.7)	2500 (17.2)	—	—	17.0	20.0	0.78	0.80	—	—
	MW	2500 (17.2)	2200 (15.2)	—	—	22.0	25.0	0.88	0.90	—	—
	NW	1500 (10.3)	1250 (8.6)	—	—	No limit	No limit	No limit	No limit	—	—
C 216 Grade	SW	3000 (20.7)	2500 (17.2)	—	—	17.0	20.0	0.78	0.80	—	—
	MW	2500 (17.2)	2200 (15.2)	—	—	22.0	25.0	0.88	0.90	—	—
C 652 Grade	SW	3000 (20.7)	2500 (17.2)	—	—	17.0	20.0	0.78	0.80	—	—
	MW	2500 (17.2)	2200 (15.2)	—	—	22.0	25.0	0.88	0.90	—	—
C 1088 Grade	Ext.	—	—	—	—	17.0	20.0	0.78	0.80	—	—
	Int.	—	—	—	—	22.0	25.0	0.88	0.90	—	—
C 902 Class	SX	8000 [4000] ² (55.2) [(27.6)] ²	7000 [3500] ² (48.3) [(24.1)] ²	8.0 [16.0] ²	11.0 [18.0] ²	—	—	0.78	0.80	—	—
	MX	3000 (20.7)	2500 (17.2)	14.0	17.0	—	—	No limit	No limit	—	—
	NX	3000 (20.7)	2500 (17.2)	No limit	No limit	—	—	No limit	No limit	—	—
C 1272 Type	F	10,000 (69.0)	8800 (60.7)	6.0	7.0	—	—	—	—	475 (83)	333 (58)
	R	8000 (55.2)	7000 (48.3)	6.0	7.0	—	—	—	—	—	—
C 126 Coring	Vert.	3000 (20.7)	2500 (17.2)	—	—	—	—	—	—	—	—
	Horiz.	2000 (13.8)	1500 (10.3)	—	—	—	—	—	—	—	—
C 1405 Class	Ext.	6000 (41.4)	5600 (34.8)	—	7.0	—	—	0.78	0.80	—	—
	Int.	3000 (20.7)	2500 (17.2)	—	—	—	—	—	—	—	—
CSA Specification and Classification											
A82	Ext.	3000 (20.7)	2500 (17.2)	—	8.0 ³	—	17.0	—	0.78 ³	—	—
	Int.	2500 (17.2)	2200 (15.2)	—	—	22.0	25.0	0.88	0.90	—	—

1. Brick in bearing position or loaded in the same direction as in service.
2. Numbers in brackets are for molded brick and apply provided the requirements for saturation coefficient are met.
3. Either of these requirements must be met, not both.

Freezing and Thawing Alternative- The requirements for five-hour boiling water absorption and saturation coefficient do not apply, provided a sample of five brick, meeting the strength requirements, passes the freezing and thawing test as described in the Rating section of the Freezing and Thawing test procedures of ASTM C 67 with a weight loss not greater than 0.5 percent in dry weight of any individual brick (for Grade SW). Unlike ASTM C 67, CSA A 82 stipulates that brick must be kept in a frozen state during any interruption of the freeze-thaw test.

Low Weathering Index Alternative- If the brick are intended for use where the weathering index is less than 50 and have a minimum average compressive strength of 2500 psi (17.2 MPa), the requirements given for five-hour boiling water absorption and for saturation coefficient shall not apply.

Consult the appropriate ASTM specification for specific alternates.

Appearance

Classification related to the appearance may include limits tolerances on dimensions, distortion, out-of-square and chippage. The appearance classification is established on the size and precision attained in manufacturing. The classifications for appearance of brick for each specification are listed in [Table 5](#), and requirements for size variation, distortion and chippage are listed in Table 6, Table 7 and Table 8, respectively. There are no color-related tolerances in the ASTM standards for brick. Those are dictated by the sample panel or project specification.

TABLE 5
Appearance Classifications

	Appearance Classifications	More Stringent Requirements	Less Stringent Requirements
ASTM Specification			
C 62 Building Brick	None	—	
C 216 Facing Brick	Type	FBX FBS	FBA
C 652 Hollow Brick	Type	HBX HBS	HBA HBB
C 1088 Thin Veneer Brick	Type	TBX TBS	TBA
C 902 Pedestrian and Light Traffic Paving Brick	Application	PX PS	PA
C 1272 Heavy Vehicular Paving Brick	Application	PX PS	PA
C 126 Ceramic Glazed Facing Brick	Grade	SS	S
	Type	II	I
C 1405 Single Fired Glazed Brick	Grade	SS	S
	Type	II	I
CSA Specification			
A82 Fired Masonry Brick Made from Clay or Shale	Type	X S	A

For appearance classifications the letters X, S and A have the following meanings:

X indicates extreme or extra control in the criteria.

S indicates standard production.

A indicates architectural or aesthetic criteria that must be specified and in many specifications must be less stringent than the S designation.

Dimensional Tolerances. Variations in raw materials and the manufacturing process will result in brick that vary in size. Permitted size variation is based on the brick classification and the relative dimensional range measured. These permitted variations in size are listed in [Table 6A](#), [Table 6B](#) and [Table 6C](#). The variation is plus or minus from the specified dimension. Size variation becomes important when vertical alignment of brick (stack bond) is used, when bands of brick from different production runs are combined, or when a short horizontal extent of brickwork is constructed, such as between closely spaced window openings.

TABLE 6A
Dimensional Tolerances for ASTM C 216 and CSA A82¹

Specified Dimension or Average Brick Size in Job Lot Sample, in. (mm)	Maximum Permissible Variation, in. (mm), plus or minus from:				
	Column A (for Specified Dimension)		Column B (for Average Brick Size in Job Lot Sample) ²		
	Type FBX	Type FBS	Type FBX	Type FBS Smooth ³	Type FBS Rough ⁴
3 (76) and under	1/16 (1.6)	3/32 (2.4)	1/16 (1.6)	1/16 (1.6)	3/32 (2.4)
Over 3 to 4 (76 to 102), inclusive	3/32 (2.4)	1/8 (3.2)	1/16 (1.6)	3/32 (2.4)	1/8 (3.2)
Over 4 to 6 (102 to 152), inclusive	1/8 (3.2)	3/16 (4.8)	3/32 (2.4)	3/32 (2.4)	3/16 (4.8)
Over 6 to 8 (152 to 203), inclusive	5/32 (4.0)	1/4 (6.4)	3/32 (2.4)	1/8 (3.2)	1/4 (6.4)
Over 8 to 12 (203 to 305), inclusive	7/32 (5.6)	5/16 (7.9)	1/8 (3.2)	3/16 (4.8)	5/16 (7.9)
Over 12 to 16 (305 to 406), inclusive	9/32 (7.1)	3/8 (9.5)	3/16 (4.8)	1/4 (6.4)	3/8 (9.5)

1. Dimensional tolerances for Type FBA and A in C 216 and A82, respectively, shall be as specified by the purchaser, but not more restrictive than Type FBS and S (Rough), respectively.

2. Lot size shall be determined by agreement between purchaser and seller. If not specified, lot size shall be understood to include all brick of one size and color in the job order.

3. Type FBS Smooth brick have relatively fine texture and smooth edges, including wire cut surfaces. These definitions relate to dimensional tolerances only.

4. Type FBS Rough bricks are molded brick or extruded brick with textured, rounded or tumbled edges or faces. These definitions apply to dimensional tolerances only.

TABLE 6B
Dimensional Tolerances

ASTM Specification and Classification		Maximum Permissible Variation, in. (mm), plus or minus					
		3 (76) and under	Over 3 to 4 (102) inclusive	Over 4 to 6 (152) inclusive	Over 6 to 8 (204) inclusive	Over 8 to 12 (306) inclusive	Over 12 to 16 (408) inclusive
C 62		3/32 (2.4)	1/8 (3.2)	3/16 (4.8)	1/4 (6.4)	5/16 (8.0)	3/8 (9.5)
C 652	HBX	1/16 (1.6)	3/32 (2.4)	1/8 (3.2)	5/32 (4.0)	7/32 (5.6)	9/32 (7.1)
	HBS and HBB	3/32 (2.4)	1/8 (3.2)	3/16 (4.8)	1/4 (6.4)	5/16 (7.9)	3/8 (9.5)
	HBA	As specified by the purchaser, but not more restrictive than HBS and HBB					
C 1088	TBX	1/16 (1.6)	3/32 (2.4)	1/8 (3.2)	5/32 (4.0)	7/32 (5.6)	9/32 (7.2)
	TBS	3/32 (2.4)	1/8 (3.3)	3/16 (4.8)	1/4 (6.4)	5/16 (8.0)	3/8 (9.5)
	TBA	As specified by the purchaser					
C 126		See ASTM C 126					
C 902 and C 1272	PX	1/16 (1.6)	3/32 (2.4)	—	1/8 (3.2)	7/32 (5.6)	—
	PS	1/8 (3.2)	3/16 (4.8)	—	1/4 (6.4)	5/16 (8.0)	—
	PA	No limit	No limit	—	No limit	No limit	—

TABLE 6C
Dimensional Tolerances for ASTM C 1405

Specified Dimension or Average Brick Size in Job Lot Sample, in. (mm)	Maximum Permissible Variation in Dimensions, in. (mm) plus or minus from:			
	Column A (for Specified Dimension)		Column B (for Average Brick Size in Job Lot Sample) ¹	
	Grade S	Grade SS	Grade S	Grade SS
3 (76) and under	1/16 (1.6)	1/16 (1.6)	1/16 (1.6)	1/16 (1.6)
Over 3 to 4 (76-102), inclusive	3/32 (2.4)	1/16 (1.6)	1/16 (1.6)	1/16 (1.6)
Over 4 to 6 (102-152), inclusive	1/8 (3.2)	1/16 (1.6)	3/32 (2.4)	1/16 (1.6)
Over 6 to 8 (152-203), inclusive	5/32 (4.0)	1/16 (1.6)	3/32 (2.4)	1/16 (1.6)
Over 8 to 12 (203-305), inclusive	7/32 (5.6)	1/16 (1.6)	1/8 (3.2)	1/16 (1.6)
Over 12 to 16 (305-406), inclusive	9/32 (7.1)	1/16 (1.6)	3/16 (4.8)	1/16 (1.6)

1. Lot size shall be determined by agreement between purchaser and seller. If not specified, lot size shall be understood to include all brick of one size and color in the job order.

TABLE 7
Distortion Tolerances

		Maximum Permissible Distortion, in. (mm)		
		8 (204) and under	Over 8 to 12 (306), inclusive	Over 12 to 16 (408), inclusive
ASTM Specification and Classification				
C 62		No limit	No limit	No limit
C 216	FBX	1/16 (1.6)	3/32 (2.4)	1/8 (3.2)
	FBS	3/32 (2.4)	1/8 (3.2)	5/32 (4.0)
	FBA	As specified by the purchaser		
C 652	HBX	1/16 (1.6)	3/32 (2.4)	1/8 (3.2)
	HBS	3/32 (2.4)	1/8 (3.2)	5/32 (4.0)
	HBA	As specified by the purchaser		
C 1088	TBX	1/16 (1.6)	3/32 (2.4)	1/8 (3.2)
	TBS	3/32 (2.4)	1/8 (3.2)	5/32 (4.0)
	TBA	As specified by the purchaser		
C 902 and C1272	PX	1/16 (1.6)	3/32 (2.4)	1/8 (3.2)
	PS	3/32 (2.4)	1/8 (3.3)	5/32 (4.0)
	PA	No limit.		
C 126		Special requirements – see ASTM C 126		
C 1405	SS	1/16 (1.6)	3/32 (2.4)	3/32 (2.4)
	S	1/16 (1.6)	3/32 (2.4)	1/8 (3.2)
CSA Specification and Classification				
A82	X	(1.5)	(2.5)	(3.0)
	S	(2.5)	(3.0)	(4.0)
	A	As specified by purchaser, but not more restrictive than Type S (Rough)		

Distortion. Permitted distortion, or warpage, of brick is listed in [Table 7](#). The amount of distortion is based on the brick specification and face dimension. Distortion may be convex or concave and may be in the plane of the wall or perpendicular to it, as illustrated in [Figure 1](#). Other terms for distortion are “bowed” or “banana” brick. A brick that is over the distortion limitations is difficult to lay and is easily noticeable in the brickwork.

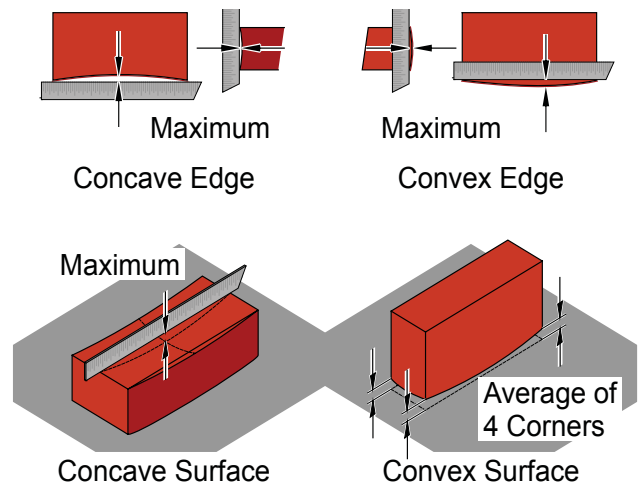


Figure 1
Distortion Measurements

Chippage. Brick may be damaged or chipped during packaging, shipping or on the job site. Limitations to the size and number of chips on individual brick are listed in [Table 8](#). The amount of chippage is based upon the brick specification and classification.

A delivery of brick may contain up to 5 percent broken brick or brick chipped beyond the limits in Table 8. The chippage requirements in Table 8 are based on the remaining 95 percent of the shipment. The chips are measured from an edge or a corner, and the total length of these chips may not be greater than 10 percent of the perimeter of the face of the brick. Chips are more noticeable on brick that have a surface color different from the body of the brick. Chips on “through-body” color brick are less noticeable.

TABLE 8
Maximum Permissible Range of Chippage¹

Specification and Type or Application						Percent Allowed	Chippage in From		Percent Allowed	Chippage in From	
ASTM C 216	ASTM C 652	ASTM C 1088	ASTM C 902	ASTM C 1272	CSA A82		Edge, in. (mm)	Corner, in. (mm)		Edge, in. (mm)	Corner, in. (mm)
FBX	HBX	TBX	—	—	X	95 to 100%	0 to 1/8 (0 to 3.2)	0 to 1/4 (0 to 6.4)	5% or less	1/8 to 1/4 (3.2 to 6.4)	1/4 to 3/8 (6.4 to 9.5)
FBS ²	HBS ²	TBS ²	—	—	S ²	90 to 100%	0 to 1/4 (0 to 6.4)	0 to 3/8 (0 to 9.5)	10% or less	1/4 to 5/16 (6.4 to 7.9)	3/8 to 1/2 (9.5 to 12.7)
FBS ³	HBS ³	TBS ³	—	—	S ³	85 to 100%	0 to 5/16 (0 to 7.9)	0 to 1/2 (0 to 12.7)	15% or less	5/16 to 7/16 (7.9 to 11.1)	1/2 to 3/4 (12.7 to 9.1)
FBA	HBA HBB	TBA	PA	PA ⁴	A	As specified by the purchaser ⁵					
—	—	—	PS	PS PX	—	100%	5/16 (7.9)	1/2 (12.7)	—	—	—
—	—	—	PX	—	—	100%	1/4 (6.4)	3/8 (9.5)	—	—	—

1. There are no chippage requirements for C 62, C 126 or C 1405.

2. Extruded brick with unbroken natural die finish face and dry-pressed brick.

3. Extruded brick with finished face sanded, combed, scratched, scarified, or broken by mechanical means such as wire cutting or wire brushing, and molded brick.

4. No limit.

5. Not more restrictive than FBS (Textured) in C 216 or HBS (altered).

ADDITIONAL REQUIREMENTS

Void Area

In ASTM standards brick are generally classified as solid or hollow. A solid brick is defined as a unit whose net cross-sectional area in every plane parallel to the bearing surface is 75 percent or more of its gross cross-sectional area measured in the same plane. Thus, a solid brick has a maximum coring or void area of 25 percent. A hollow brick is defined as a unit whose net cross-sectional area in every plane parallel to the bearing surface is less than 75 percent of its gross cross-sectional area measured in the same plane. A hollow brick has a minimum coring or void area greater than 25 percent, and a maximum of 60 percent. Brick are cored or frogged at the option of the manufacturer.

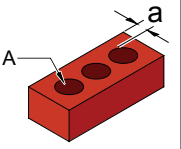
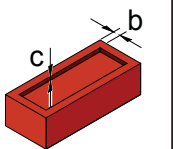
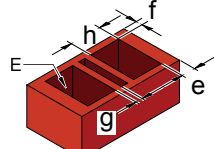
Cores. Holes in brick less than or equal to 1½ square inches (9.68 cm²) in cross-sectional area, referred to as cores, are used to aid in the manufacturing process and shipping of brick. The cores permit better utilization of raw materials, create more uniform drying and firing of the brick, reduce the amount of fuel necessary to fire the brick and reduce shipping costs by reducing weight. Additional advantages, such as aiding in mechanical bond in a wall, easier laying of the brick, etc., also may result from brick manufactured with cores. Cores are found only in brick manufactured by the extrusion or dry-press process. Limits to the amount of coring allowed in brick, the distance from a core to a face, and web thickness where applicable are listed in [Table 9](#).

Cells. Cells are similar to cores except that a cell is larger in minimum dimension and has a cross-sectional area greater than 1½ square inches (9.68 cm²). Some requirements for cells are shown in Table 9. Additional requirements for cells can be found in ASTM C 652, C 126 and C 1405 and CSA A82.

Frogs. Frogs are depressions in brick, usually located on one bed surface, and are included for the same reasons as cores and cells. Frogs are found in brick manufactured by the molded process. Panel frogs are limited to a specified depth and a specified distance from a face. Requirements for panel frogs are listed in Table 9. Deep frogs are depressions deeper than 3/8 in. (10 mm), and must conform to the requirements for coring, hollow spaces and void area of the applicable standard.

The Canadian Standards Association takes a different approach. CSA A82 defines a solid brick as one without cores, cells or frogs deeper than 3/8 in. (10 mm); cored brick as those of which the net cross-sectional area in any plane parallel to the bed face shall be at least 75 percent of the gross cross-sectional area measured in the same plane; and hollow brick as brick whose net cross-sectional area in a plane parallel to the bed face is not less than 40 percent and not more than 75 percent of its gross cross-sectional area measured in the same plane. Further, there is a required minimum dimension of 1/2 in. (6 mm) between cores; 1 in. (13 mm) between cells; and 3/4 in. (19 mm) to an edge from a core, cell or frog.

TABLE 9
Requirements for Void Areas¹

ASTM Specification	Void Area, %									
		Cores		Frogs		Cells				
		a	A	b	c	E	e	f	g	h
		in. (mm), min.	in. ² (cm ²), max.	in. (mm), min.	in. (mm), min.	in. ² (cm ²), max.	in. (mm), min.	in. (mm), min.	in. (mm), min.	in. (mm), min.
C 62	< 25	3/4 (19.1)	—	3/4 (19.1)	3/8 (9.5)	No Requirements for Cells				
C 216	< 25	3/4 (19.1)	—	3/4 (19.1)	3/8 (9.5)	No Requirements for Cells				
C 652 ²	H40V	> 25, ≤ 40	5/8 (16) ≤ 1½ (9.68)	5/8 (16)	3/8 (9.5)	< 1½ (9.68)	3/4 (19.1)	3/4 (19.1)	1/2 (13)	—
	H60V ³	> 40, ≤ 60	5/8 (16) ≤ 1½ (9.68)	5/8 (16)	3/8 (9.5)	> 1½ (9.68)	3/4 (19.1)	3/4 (19.1)	1/2 (13)	—
C 1088	—	No Requirements for Cores, Frogs or Cells								
C 902	—	No Requirements for Cores, Frogs or Cells								
C 1272	—	Cores and Cells Not Permitted								
C 126 ⁴	—	No Requirements for Cores or Frogs				> 1½ (9.68)	3/4 (19.1)	3/4 (19.1)	1/2 (13) ⁵	1/2 (13)
C 1405 ²	Solid	≤ 25	3/4 (19.1) —	3/4 (19.1)	3/8 (9.5)	No Requirements for Cells				
	H40V	> 25, ≤ 40	5/8 (16) 1½ (9.68)	5/8 (16)	3/8 (9.5)	> 1½ (9.68)	3/4 (19.1)	3/4 (19.1)	1/2 (13)	—
	H60V ³	> 40, ≤ 60	— 5/8 (16)	1½ (9.68)	5/8 (16)	3/8 (9.5)	1½ (9.68)	3/4 (19.1)	3/4 (19.1)	1/2 (13)

1. Deep frogs shall meet coring requirements of the applicable specification (see ASTM C 62, C 216, C 652 and C 1405).
2. Cored-shell and double-shell hollow brick shall meet additional coring requirements of applicable specification in ASTM C 652 and C 1405.
3. Based on 3 in. (76 mm) and 4 in. (102 mm) nominal width (for larger dimensions see C 652 and C 1405).
4. Cells shall meet additional requirements of ASTM C 126.
5. Web thickness in cored brick shall meet additional requirements of ASTM C 126.

Efflorescence

Efflorescence is a crystalline deposit of water-soluble salts that can form on the surface of some brickwork. The principal objection is an unsightly appearance, though it typically is not harmful to brick. The test for efflorescence is described in ASTM C 67 and CSA A82. Brick tested under C 67 are given a rating of “effloresced” or “not effloresced.” The specifier must invoke this part of the standard for the requirement of “not effloresced” to apply. CSA A82 also includes a rating of “slightly effloresced,” and it is this rating that must be met if efflorescence testing is invoked. Requirements on efflorescence are not included in C 62 and C 126.

Strength

Brickwork may be used as a structural material, so there may be instances when it is important to specify a minimum compressive strength of the brick. This possibility is noted in ASTM C 62, C 216, C 652 and C 1405. Most brick have compressive strengths considerably higher than the minimum compressive strengths required for durability and abrasion resistance.

Initial Rate of Absorption

The initial rate of absorption (IRA) is a measure of how quickly the brick will remove water from mortar spread on it. IRA is not a qualifying property or condition of brick in the ASTM or CSA specifications. IRA values may be of interest when selecting mortar and in use of the brick on the jobsite. If the purchaser wishes to learn the IRA of the brick, the IRA test must be requested. Initial rate of absorption information is included in ASTM C 62, C 216, C 652 and C 1405.

Sampling and Testing

All brick under ASTM specifications are sampled and tested in accordance with ASTM C 67. The purchaser designates the place of selection of the brick for testing when the order is placed. Brick for efflorescence testing must be sampled at the point of manufacturer. This is because the brick may be contaminated by efflorescing materials after leaving the brick plant. Brick are sampled and tested for compliance to their specification prior to use. ASTM C 126 and C 1405 include additional tests for properties of the glaze. These are described in the following section on Glazed Brick.

CSA A82 includes sampling and test methods as part of the standard.

Facing Brick, ASTM C 216 and CSA A82

An additional tolerance is found in the ASTM standard for solid facing brick specification and in CSA A82. The amount that the exposed face of a brick can be “out-of-square” is limited. This is more critical as brick height increases. The maximum permitted dimension for out-of-square of the exposed face of the brick in C 216 is 1/8 in. (3.2 mm) for Type FBS brick and 3/32 in. (2.4 mm) for Type FBX brick. Tolerances on out-of-square for Type FBA brick shall be specified by the purchaser.

CSA A82 contains similar requirements: Type S of 3.0 mm and Type X of 2.5 mm. Tolerances on out-of-square for Type A brick shall be specified but shall not be more restrictive than for Type S (Rough) brick.

Paving Brick, ASTM C 902 and C 1272

Not only must paving brick conform to the physical properties required in Table 4, but they also must have additional alternatives for durability and must meet requirements for abrasion resistance.

Alternative Performance Requirements. If information on the performance of brick in a pavement subject to similar exposure and traffic conditions is documented, then the physical property requirements in Table 4 may be waived. This is identified as the Performance Alternative.

An optional test for the freeze and thaw test is ASTM C 88 *Test Method for Soundness of Aggregates by Use of Sodium Sulfate*. The sulfate soundness test, like the freeze and thaw test, is not required unless the paving brick do not meet the saturation coefficient and absorption requirements.

Abrasion Resistance. Since paving brick are used in a horizontal application and are exposed to traffic, they must meet a specified abrasion limit. Pedestrian and light traffic paving brick (C 902) are assigned a Type by the traffic or abrasion expected. Type I pavers are exposed to extensive abrasion, such as driveways or public entries. Type II pavers are exposed to high levels of pedestrian traffic, such as in stores, restaurant floors or exterior walkways. Type III pavers are exposed to light pedestrian traffic, such as floors or patios in homes.

Heavy vehicular paving brick (C 1272) are assigned a Type depending on their intended installation. Type R pavers are intended to be set in a mortar or asphalt setting bed supported by an adequate base. Type R pavers must be at least 2¼ in. (57.2 mm) thick. Type F pavers are intended to be set in a sand setting bed, with sand joints, and supported by an adequate base. Type F pavers must be at least 2⅝ in. (66.7 mm) thick. The abrasion requirements are the same for Type F and Type R pavers.

The abrasion resistance index can be determined in either of two ways: 1) by dividing the absorption by the compressive strength and multiplying by 100, or 2) by determining the volume abrasion loss in accordance with ASTM C 418 *Test Method for Abrasion Resistance of Concrete by Sandblasting*. The abrasion requirements are listed in [Table 10](#).

TABLE 10
Abrasion Resistance Requirements for Pavers

ASTM Specification	Traffic Type	Abrasion Index, Max.	Volume Abrasion Loss, Max. (cm ³ /cm ²)
C 902 Pedestrian and Light Traffic Paving Brick	Type I	0.11	1.7
	Type II	0.25	2.7
	Type III	0.50	4.0
C 1272 Heavy Vehicular Paving Brick	Types F and R	0.11	1.7

Glazed Brick, ASTM C 126 and C 1405

ASTM C 126 and C 1405 are specifications for glazed brick and contain requirements for properties of the glaze. These properties include imperviousness, opacity, resistance to fading, resistance to crazing, flame spread, fuel contribution and smoke density, toxic fumes, hardness, and abrasion resistance.

SUMMARY

This *Technical Note* identifies brick specifications used in the United States and Canada. Classification designations for each brick specification and the criteria used to qualify for them are explained. Potential performance issues can be minimized by designating the proper brick specification and applicable classifications based on the environmental and service conditions of the project.

The information and suggestions contained in this Technical Note are based on the available data and the experience of engineering staff and members of the Brick Industry Association. The information contained herein should be used in conjunction with good technical judgment and a basic understanding of the properties of brick masonry. Final decisions on the use of the information discussed in this Technical Note are not within the purview of the Brick Industry Association and must rest with the project architect, engineer and owner.

REFERENCES

1. *Annual Book of ASTM Standards*, ASTM International, West Conshohocken, PA 2006:

Volume 04.02 – Concrete and Aggregate

ASTM C 88 Test Method for Soundness of Aggregates by Use of Sodium Sulfate

ASTM C 418 Test Method for Abrasion Resistance of Concrete by Sandblasting

Volume 4.05 – Chemical Resistant Nonmetallic Materials; Vitrified Clay Pipe; Concrete Pipe; Fiber-Reinforced Cement Products; Mortars and Grouts; Masonry; Precast Concrete

C 32, Standard Specification for Sewer and Manhole Brick (Made From Clay or Shale)

C 62, Standard Specification for Building Brick (Solid Masonry Units Made From Clay or Shale)

C 67, Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile

C 126, Standard Specification for Ceramic Glazed Structural Clay Facing Tile, Facing Brick, and Solid Masonry Units

C 216, Standard Specification for Facing Brick (Solid Masonry Units Made from Clay or Shale)

C 279, Standard Specification for Chemical-Resistant Masonry Units

C 410, Standard Specification for Industrial Floor Brick

C 652, Standard Specification for Hollow Brick (Hollow Masonry Units Made from Clay or Shale)

C 902, Standard Specification for Pedestrian and Light Traffic Paving Brick

C 1088, Standard Specification for Thin Veneer Brick Units Made from Clay or Shale

C 1261, Standard Specification for Firebox Brick for Residential Fireplaces

C 1272, Standard Specification for Heavy Vehicular Paving Brick

C 1405, Standard Specification for Glazed Brick (Single Fired, Brick Units)

2. Borchelt, J. G., Danforth, L.. Jr., and Hunsicker, R., "Specifying Brick: Getting what you want for appearance and function," *The Construction Specifier*, Construction Specifications Institute, Alexandria, VA, January 2006, pp. 20-28.
3. CSA A82, Fired Masonry Brick Made from Clay or Shale, Canadian Standards Association, Mississauga, Ontario, Canada, 2006.

DIVISION 5 - METALS

SECTION 05521 - PIPE AND TUBE RAILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Stainless-steel pipe and tube railings.
- B. Related Sections include the following:
 - 1. Division 5 Section "Metal Stairs" for steel tube railings associated with metal stairs.
 - 2. Division 6 Section "Rough Carpentry" for wood blocking for anchoring railings.

1.3 PERFORMANCE REQUIREMENTS

- A. General: In engineering railings to withstand structural loads indicated, determine allowable design working stresses of railing materials based on the following:
 - 1. Stainless Steel: 60 percent of minimum yield strength.
- B. Structural Performance: Provide railings capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
 - 1. Handrails:
 - a. Uniform load of 50 lbf/ ft. applied in any direction.
 - b. Concentrated load of 200 lbf applied in any direction.
 - c. Uniform and concentrated loads need not be assumed to act concurrently.
 - 2. Top Rails of Guards:
 - a. Uniform load of 50 lbf/ft. applied horizontally and concurrently with 100 lbf/ft. applied vertically downward.
 - b. Concentrated load of 200 lbf applied in any direction.
 - c. Uniform and concentrated loads need not be assumed to act concurrently.

3. Infill of Guards:
 - a. Concentrated load of 50 lbf applied horizontally on an area of 1 sq. ft.
 - b. Uniform load of 25 lbf/sq. ft. applied horizontally.
 - c. Infill load and other loads need not be assumed to act concurrently.
- C. Thermal Movements: Provide exterior railings that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.
- D. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

1.4 SUBMITTALS

- A. Product Data: For the following:
 1. Manufacturer's product lines of mechanically connected railings.
 2. Grout, anchoring cement, and paint products.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
 1. For installed products indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
- C. Samples for Initial Selection: For products involving selection of color, texture, or design, including mechanical finishes on stainless steel.
- D. Samples for Verification: For each type of exposed finish required.
 1. Sections of each distinctly different linear railing member, including handrails, top rails, posts, and balusters.
 2. Fittings and brackets.
 3. Assembled Sample of railing system, made from full-size components, including top rail, post, handrail, and infill. Sample need not be full height.
 - a. Show method of finishing connecting members at intersections.
- E. Mill Certificates: Signed by manufacturers of stainless-steel products certifying that products furnished comply with requirements.
- F. Welding certificates.
- G. Qualification Data: For professional engineer and testing agency.

- H. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, according to ASTM E 894 and ASTM E 935.

1.5 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of railing through one source from a single manufacturer.
- B. Welding: Qualify procedures and personnel according to the following:
 - 1. ~~AWS D1.1, "Structural Welding Code--Steel."~~
 - 2. AWS D1.6, "Structural Welding Code--Stainless Steel."

1.6 PROJECT CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with railings by field measurements before fabrication and indicate measurements on Shop Drawings.
 - 1. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating railings without field measurements. Coordinate wall and other contiguous construction to ensure that actual dimensions correspond to established dimensions.
 - 2. Provide allowance for trimming and fitting at site.

1.7 COORDINATION AND SCHEDULING

- A. Coordinate installation of anchorages for railings. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- B. Schedule installation so wall attachments are made only to completed walls. Do not support railings temporarily by any means that do not satisfy structural performance requirements.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1 Stainless-Steel Pipe and Tube Railings:

- a. Blum, Julius & Co., Inc.
- b. Paragon Aquatics; Division of Pentair Pool Products, Inc.
- c. P&P Artec Stainless Steel Railings
- d. Stainless Fabricators, Inc.
- e. Sterling Dula Products, Inc. f. Tubular Specialties Manufacturing, Inc.
- g. Tuttle Aluminum & Bronze.
- h. Wagner, R & B, Inc.; a division of the Wagner Companies.

3. ~~Steel Pipe and Tube Railings:~~

- ~~a. Pisor Industries, Inc.~~
- ~~b. Sharpe Products.~~
- ~~c. Wagner, R & B, Inc.; a division of the Wagner Companies.~~
- ~~d. Insert manufacturer's name.~~

2.2 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.
- B. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails, unless otherwise indicated.

2.3 Omitted

2.4 STAINLESS STEEL

- A. **Tubing: ASTM A 554, Grade MT 304.**
- B. **Pipe: ASTM A 312/A 312M, Grade TP 304.**
- C. **Castings: ASTM A 743/A 743M, Grade CF 8 or CF 20.**
- D. **Plate and Sheet: ASTM A 666, Type 304.**

~~2.5 STEEL AND IRON~~

- ~~A. Tubing: ASTM A 500 (cold formed) or ASTM A 513, Type 5 (mandrel drawn).~~
- ~~B. Pipe: ASTM A 53/A 53M, Type F or Type S, Grade A, Standard Weight (Schedule 40), unless another grade and weight are required by structural loads.~~
- ~~1. Provide galvanized finish for exterior installations and where indicated.~~

~~C. Plates, Shapes, and Bars: ASTM A 36/A 36M.~~

~~D. Castings: Either gray or malleable iron, unless otherwise indicated.~~

- ~~1. Gray Iron: ASTM A 48/A 48M, Class 30, unless another class is indicated or required by structural loads.~~
- ~~2. Malleable Iron: ASTM A 47/A 47M.~~

2.6 FASTENERS

A. General: Provide the following:

1. Aluminum Railings: Type 304 stainless-steel fasteners.
2. Stainless-Steel Railings: Type 304 stainless-steel fasteners.
3. Steel Railings: Plated steel fasteners complying with ASTM B 633, Class Fe/Zn 25 for electrodeposited zinc coating.

B. Fasteners for Anchoring Railings to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated and capable of withstanding design loads.

C. Fasteners for Interconnecting Railing Components:

1. Provide concealed fasteners for interconnecting railing components and for attaching them to other work, unless otherwise indicated.
2. Provide concealed fasteners for interconnecting railing components and for attaching them to other work, unless exposed fasteners are unavoidable or are the standard fastening method for railings indicated.
3. Provide Phillips flat-head machine screws for exposed fasteners, unless otherwise indicated.

D. Anchors: Provide chemical or torque-controlled expansion anchors, fabricated from corrosion-resistant materials with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry and equal to four times the load imposed when installed in concrete, as determined by testing per ASTM E 488 conducted by a qualified independent testing agency.

2.7 MISCELLANEOUS MATERIALS

A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.

B. Shop Primers: Provide primers that comply with Division 9 painting sections.

C. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79.

- ~~1. Use primer with a VOC content of 420 g/L (3.5 lb/gal.) or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).~~

- ~~2. Use primer containing pigments that make it easily distinguishable from zinc-rich primer.~~
- ~~D. Zinc-Rich Primer: Complying with SSPC Paint 20 or SSPC Paint 29 and compatible with topcoat.~~
 - ~~1. Use primer with a VOC content of 420 g/L (3.5 lb/gal.) or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).~~
 - ~~2. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:~~
 - ~~3. Products: Subject to compliance with requirements, provide one of the following:~~
 - ~~a. Benjamin Moore & Co.; Epoxy Zinc Rich Primer CM18/19.~~
 - ~~b. Carboline Company; Carbozinc 621.~~
 - ~~c. ICI Devco Coatings; Catha Coat 313.~~
 - ~~d. International Coatings Limited; Interzinc 315 Epoxy Zinc Rich Primer.~~
 - ~~e. PPG Finishes, Inc.; Aquapon Zinc Rich Primer 97-670.~~
 - ~~f. Tnemec Company, Inc.; Tneme Zinc 90-97.~~
- ~~E. Shop Primer for Galvanized Steel: Zinc dust, zinc oxide primer formulated for priming zinc-coated steel and for compatibility with finish paint systems indicated, and complying with SSPC Paint 5.~~
- ~~F. Galvanizing Repair Paint: High zinc dust content paint for regalvanizing welds in steel, complying with SSPC Paint 20.~~
- ~~G. Bituminous Paint: Cold applied asphalt emulsion complying with ASTM D 1187.~~
- ~~H. Nonshrink, Nonmetallic Grout: Factory packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.~~
- I. Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound.
 1. Water-Resistant Product: At all locations provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended by manufacturer for exterior use.

2.8 FABRICATION

- A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads.
- B. Assemble railings in the shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.

- C. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch, unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- D. Form work true to line and level with accurate angles and surfaces.
- E. Fabricate connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
- F. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.
- G. Connections: Fabricate railings with welded connections, unless otherwise indicated.
- H. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove flux immediately.
 - 4. At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and welded surface matches contours of adjoining surfaces.
- I. Welded Connections for Aluminum Pipe: Fabricate railings to interconnect members with concealed internal welds that eliminate surface grinding, using manufacturer's standard system of sleeve and socket fittings.
- J. Nonwelded Connections: Connect members with concealed mechanical fasteners and fittings. Fabricate members and fittings to produce flush, smooth, rigid, hairline joints.
 - 1. Fabricate splice joints for field connection using an epoxy structural adhesive if this is manufacturer's standard splicing method.
- K. Form changes in direction as follows:
 - 1. As detailed.
 - 2. By flush bends.
 - 3. By radius bends of radius indicated.
- L. Form simple and compound curves by bending members in jigs to produce uniform curvature for each repetitive configuration required; maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
- M. Close exposed ends of railing members with prefabricated end fittings.
- N. Provide wall returns at ends of wall-mounted handrails, unless otherwise indicated. Close ends of returns unless clearance between end of rail and wall is 1/4 inch or less.

- O. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work, unless otherwise indicated.
 - 1. At brackets and fittings fastened to plaster or gypsum board partitions, provide fillers made from crush-resistant material, or other means to transfer wall loads through wall finishes to structural supports and prevent bracket or fitting rotation and crushing of substrate.
- P. Provide inserts and other anchorage devices for connecting railings to concrete or masonry work. Fabricate anchorage devices capable of withstanding loads imposed by railings. Coordinate anchorage devices with supporting structure.
- Q. For railing posts set in concrete, provide steel sleeves not less than 6 inches long with inside dimensions not less than 1/2 inch greater than outside dimensions of post, with steel plate forming bottom closure.
- R. For removable railing posts, fabricate slip-fit sockets from stainless-steel tube or pipe whose ID is sized for a close fit with posts; limit movement of post without lateral load, measured at top, to not more than one-fortieth of post height. Provide socket covers designed and fabricated to resist being dislodged.
 - 1. Provide chain with eye, snap hook, and staple across gaps formed by removable railing sections at locations indicated. Fabricate from same metal as railings.
- S. Toe Boards: Where indicated, provide toe boards at railings around openings and at edge of open-sided floors and platforms. Fabricate to dimensions and details indicated.

2.9 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual for and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- D. Provide exposed fasteners with finish matching appearance, including color and texture, of railings.

2.10 Omitted

2.11 STAINLESS-STEEL FINISHES

- A. Remove tool and die marks and stretch lines or blend into finish.
- B. Grind and polish surfaces to produce uniform, directionally textured, polished finish indicated, free of cross scratches. Run grain with long dimension of each piece.
- C. 360-400 Grit Polished Finish: Oil-ground, uniform, fine, directionally textured finish.
- D. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.

2.12 STEEL AND IRON FINISHES

- A. Galvanized Railings:
 - 1. Hot-dip galvanize indicated steel and iron railings, including hardware, after fabrication.
 - 2. Comply with ASTM A 123/A 123M for hot-dip galvanized railings.
 - 3. Comply with ASTM A 153/A 153M for hot-dip galvanized hardware.
- B. Fill vent and drain holes that will be exposed in the finished Work, unless indicated to remain as weep holes, by plugging with zinc solder and filing off smooth.
- C. For galvanized railings, provide hot-dip galvanized fittings, brackets, fasteners, sleeves, and other ferrous components.
- D. For nongalvanized steel railings, provide nongalvanized ferrous-metal fittings, brackets, fasteners, and sleeves, except galvanize anchors to be embedded in exterior concrete or masonry.
- E. Preparation for Shop Priming: After galvanizing, thoroughly clean railings of grease, dirt, oil, flux, and other foreign matter, and treat with metallic-phosphate process.
- F. Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with minimum requirements indicated below for SSPC surface preparation specifications and environmental exposure conditions of installed railings:
 - 1. Exterior Railings (SSPC Zone 1B): SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning".
 - 2. Interior Railings (SSPC Zone 1A): SSPC-SP 7/NACE No. 4, "Brush-off Blast Cleaning."
 - 3. Interior Railings Indicated to Receive Zinc-Rich Primer (SSPC Zone 1A): SSPC- SP 6/NACE No. 3, "Commercial Blast Cleaning."
- G. Apply shop primer to prepared surfaces of railings, unless otherwise indicated. Comply with requirements in SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting. Primer need not be applied to surfaces to be embedded in concrete or masonry.

1. Do not apply primer to galvanized surfaces.
2. Stripe paint corners, crevices, bolts, welds, and sharp edges.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine plaster and gypsum board assemblies, where reinforced to receive anchors, to verify that locations of concealed reinforcements have been clearly marked for Installer. Locate reinforcements and mark locations if not already done.

3.2 INSTALLATION, GENERAL

- A. Fit exposed connections together to form tight, hairline joints.
- B. Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.
 1. Do not weld, cut, or abrade surfaces of railing components that have been coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
 2. Set posts plumb within a tolerance of 1/16 inch in 3 feet.
 3. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet.
- C. Corrosion Protection: Coat concealed surfaces of aluminum that will be in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.
- D. Adjust railings before anchoring to ensure matching alignment at abutting joints.
- E. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

3.3 RAILING CONNECTIONS

- A. Nonwelded Connections: Use mechanical or adhesive joints for permanently connecting railing components. Use wood blocks and padding to prevent damage to railing members and fittings. Seal recessed holes of exposed locking screws using plastic cement filler colored to match finish of railings.
- B. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in Part 2 "Fabrication" Article whether welding is performed in the shop or in the field.

- C. Expansion Joints: Install expansion joints at locations indicated but not farther apart than required to accommodate thermal movement. Provide slip-joint internal sleeve extending 2 inches beyond joint on either side, fasten internal sleeve securely to 1 side, and locate joint within 6 inches of post.

3.4 ANCHORING POSTS

- A. Use steel pipe sleeves preset and anchored into concrete for installing posts. After posts have been inserted into sleeves, fill annular space between post and sleeve with nonshrink, nonmetallic grout, mixed and placed to comply with anchoring material manufacturer's written instructions.
- B. Form or core-drill holes not less than 5 inches deep and 3/4 inch larger than OD of post for installing posts in concrete. Clean holes of loose material, insert posts, and fill annular space between post and concrete with nonshrink, nonmetallic grout, mixed and placed to comply with anchoring material manufacturer's written instructions.
- C. Cover anchorage joint with flange of same metal as post, attached to post with set screws.
- D. Leave anchorage joint exposed; wipe off surplus anchoring material; and leave 1/8-inch buildup, sloped away from post.
- E. Anchor posts to metal surfaces with oval flanges, angle type, or floor type as required by conditions, connected to posts and to metal supporting members as follows:
 - 1. For stainless-steel pipe railings, weld flanges to post and bolt to supporting surfaces.

3.5 ANCHORING RAILING ENDS

- A. Anchor railing ends to concrete and masonry with round flanges connected to railing ends and anchored to wall construction with anchors and bolts.
- B. Anchor railing ends to metal surfaces with flanges bolted to metal surfaces and welded to railing ends.

3.6 ATTACHING HANDRAILS TO WALLS

- A. Attach handrails to wall with wall brackets. Provide brackets with 1-1/2-inch clearance from inside face of handrail and finished wall surface.
 - 1. Use type of bracket with flange tapped for concealed anchorage to threaded hanger bolt.
- B. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.
 - 1. Brackets shall be located not more than 5'-0" on center.

C. Secure wall brackets to building construction as follows:

1. For concrete and solid masonry anchorage, use drilled-in expansion shields and hanger or lag bolts.
2. For hollow masonry anchorage, use toggle bolts.
3. For wood stud partitions, use hanger or lag bolts set into wood backing between studs. Coordinate with carpentry work to locate backing members.
4. For steel-framed gypsum board partitions, use hanger or lag bolts set into wood backing between studs. Coordinate with stud installation to locate backing members.

3.8 PROTECTION

- A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.
- B. Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit, or provide new units.

END OF SECTION 05521

DIVISION 6 – WOOD & PLASTICS

SECTION 06100 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Wood blocking.
2. Plywood backing panels.

1.2 SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product indicated.

1. Include data for wood-preservative and fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that materials comply with requirements.

B. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of lumber grading agencies certified by the American Lumber Standards Committee Board of Review.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. For exposed lumber indicated to receive stained or natural finish, mark grade stamp on end or back of each piece, or omit grade stamp and provide certificates of grade compliance issued by grading agency.
3. Provide dressed lumber, S4S, unless otherwise indicated.
4. Provide dry lumber with 19 percent maximum moisture content at time of dressing for 2-inch nominal thickness or less, unless otherwise indicated.

B. Wood Structural Panels:

1. Plywood: DOC PS 1.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWPAC2 (lumber), except that lumber that is not in contact with the ground and is continuously protected from liquid water may be treated

according to AWPAC31 with inorganic boron (SBX).

- B. Kiln-dry material after treatment to a maximum moisture content of 19 percent for lumber. C.

Mark each treated item with treatment quality mark of an inspection agency approved by the American Lumber Standards Committee Board of Review.

- D. Application: Treat items indicated on Drawings, and the following:

1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.

2.3 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Where fire-retardant-treated materials are indicated, provide materials that comply with performance requirements in AWPAC20 (lumber). Identify fire-retardant-treated wood with appropriate classification marking of UL, U.S. Testing, Timber Products Inspection, or another testing and inspecting agency acceptable to authorities having jurisdiction.

1. Use treatment for which chemical manufacturer publishes physical properties of treated wood after exposure to elevated temperatures, when tested by a qualified independent testing agency according to ASTM D 5664, for lumber.
2. Use Exterior type for exterior locations and where indicated.
3. Use Interior Type A High Temperature (HT), unless otherwise indicated.

2.4 MISCELLANEOUS LUMBER

- A. Provide miscellaneous lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Cants.
3. Nailers.
4. Furring.

- B. For items of dimension lumber size, provide Construction, Stud, or No. 2 grade lumber with 15 percent maximum moisture content of any species.

- C. For concealed boards, provide lumber with 15 percent maximum moisture content and any of the following species and grades:

1. Mixed southern pine, No. 2 grade; SPIB.

2.5 PLYWOOD BACKING PANELS

- A. Telephone and Electrical Equipment Backing Panels: DOC PS 1, Exposure 1, C-D Plugged, fire-retardant treated, in thickness indicated or, if not indicated, not less than 1/2 inch thick.

2.6 MISCELLANEOUS MATERIALS

- A. Fasteners:

1. Where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
2. Power-Driven Fasteners: CABO NER-272.
3. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- B. Apply field treatment complying with AWWA M4 to cut surfaces of preservative-treated lumber and plywood.
- C. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 1. CABO NER-272 for power-driven fasteners.
 2. Published requirements of metal framing anchor manufacturer.
- D. Fastening Methods:
 1. Plywood Backing Panels: Nail or screw to supports.

END OF SECTION 06100

SECTION 06105 - MISCELLANEOUS ROUGH CARPENTRY

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. Rooftop equipment bases and support curbs.
 - 2. Wood blocking, cants, and nailers.
 - 3. Wood furring and grounds.
 - 4. Wood sleepers.
 - 5. Plywood backing panels.
- B. Related Requirements:
 - 1. Section 061600 "Sheathing."
 - 2. Section 062013 "Exterior Finish Carpentry" for nonstructural carpentry items exposed to view and not specified in another Section.
 - 3. Section 313116 "Termite Control" for site application of borate treatment to wood framing.

1.3 DEFINITIONS

- A. Dimension Lumber: Lumber of 2 inches nominal (38 mm actual) or greater but less than 5 inches nominal (114 mm actual) in least dimension.
- B. Lumber grading agencies, and the abbreviations used to reference them, include the following:
 - 1. NeLMA: Northeastern Lumber Manufacturers' Association.
 - 2. NHLA: National Hardwood Lumber Association.
 - 3. NLGA: National Lumber Grades Authority.
 - 4. SPIB: The Southern Pine Inspection Bureau.
 - 5. WCLIB: West Coast Lumber Inspection Bureau.
 - 6. WWPA: Western Wood Products Association.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
 - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
 - 2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include

physical properties of treated materials based on testing by a qualified independent testing agency.

3. For fire-retardant treatments, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5664.
4. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
5. Include copies of warranties from chemical treatment manufacturers for each type of treatment. B.

LEED Submittals:

1. Certificates for Credit MR 7: Chain-of-custody certificates indicating that products specified to be made from certified wood comply with forest certification requirements. Include documentation that manufacturer is certified for chain of custody by an FSC- accredited certification body. Include statement indicating cost for each certified wood product.
2. Product Data for Credit IEQ 4.1: For adhesives, documentation including printed statement of VOC content.
3. Laboratory Test Reports for Credit IEQ 4: For adhesives and plywood, documentation indicating that products comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

1.5 INFORMATIONAL SUBMITTALS

A. Evaluation Reports: For the following, from ICC-ES:

1. Preservative-treated wood.
2. Fire-retardant-treated wood.
3. Power-driven fasteners.
4. Powder-actuated fasteners.
5. Expansion anchors.
6. Metal framing anchors.

1.6 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.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Certified Wood: Lumber and plywood shall be produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship."
- B. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - 2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
 - 3. Provide dressed lumber, S4S, unless otherwise indicated.
- C. Maximum Moisture Content of Lumber: 15 percent unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWP A U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.
 - 2. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
 - 1. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece or omit marking and provide certificates of treatment compliance issued by inspection agency.
- D. Application: Treat all miscellaneous carpentry unless otherwise indicated:
 - 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 - 2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
 - 3. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
 - 4. Wood framing members that are less than 18 inches (460 mm) above the ground in crawl spaces or unexcavated areas.
 - 5. Wood floor plates that are installed over concrete slabs-on-grade.

2.3 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire- test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.
- B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet (3.2 m) beyond the centerline of the burners at any time during the test.
 - 1. Use treatment that does not promote corrosion of metal fasteners.
 - 2. Exterior Type: Treated materials shall comply with requirements specified above for fire-retardant-treated lumber and plywood by pressure process after being subjected to accelerated weathering according to ASTM D 2898. Use for exterior locations and where indicated.
 - 3. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D 3201 at 92 percent relative humidity. Use where exterior type is not indicated.
 - 4. Design Value Adjustment Factors: Treated lumber shall be tested according ASTM D 5664, and design value adjustment factors shall be calculated according to ASTM D 6841.
- C. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent.
- D. Identify fire-retardant-treated wood with appropriate classification marking of testing and inspecting agency acceptable to authorities having jurisdiction.
 - 1. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece.
- E. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not bleed through, contain colorants, or otherwise adversely affect finishes.
- F. Application: Treat all miscellaneous carpentry unless otherwise indicated:
 - 1. Framing for raised platforms.
 - 2. Concealed blocking.
 - 3. Roof framing and blocking.
 - 4. Wood cants, nailers, curbs, equipment support bases, blocking, and similar members in connection with roofing.
 - 5. Plywood backing panels.

2.4 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking.
 - 2. Nailers.
 - 3. Rooftop equipment bases and support curbs.
 - 4. Cants.
 - 5. Furring.

6. Grounds.
 7. Utility shelving.
- B. For items of dimension lumber size, provide Construction or No. 2 of any species.
- C. For concealed boards, provide lumber with 15 percent maximum moisture content and any of the following species and grades:
1. Hem-fir or hem-fir (north), Construction or No. 2 Common grade; NLGA, WCLIB, or WWPA.
- D. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.
- E. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.
- F. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

2.5 PLYWOOD BACKING PANELS

- A. Equipment Backing Panels: DOC PS 1, Exposure 1, C-D Plugged, fire-retardant treated, in thickness indicated or, if not indicated, not less than 3/4-inch (19-mm) nominal thickness.
1. Plywood shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.6 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
1. Where 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: NES NER-272. D.

Wood Screws: ASME B18.6.1.

E. Screws for Fastening to Metal Framing: [ASTM C 1002] [ASTM C 954], length as recommended by screw manufacturer for material being fastened.

F. Lag Bolts: ASME B18.2.1 (ASME B18.2.3.8M).

G. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.

- H. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.

1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2 (ASTM F 738M and ASTM F 836M, Grade A1 or A4).

2.7 METAL FRAMING ANCHORS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- B. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:

1. Cleveland Steel Specialty Co.
2. KC Metals Products, Inc.
3. Phoenix Metal Products, Inc.
4. Simpson Strong-Tie Co., Inc.
5. USP Structural Connectors.

- C. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 (Z180) coating designation.

1. Use for interior locations unless otherwise indicated.

- D. Hot-Dip Heavy-Galvanized Steel Sheet: ASTM A 653/A 653M; Structural Steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G185 (Z550) coating designation; and not less than 0.036 inch (0.9 mm) thick.

1. Use for wood-preserved-treated lumber and where indicated.

2.8 MISCELLANEOUS MATERIALS

- A. Adhesives for Gluing Furring and Sleepers to Concrete or Masonry: Formulation complying with ASTM D 3498 that is approved for use indicated by adhesive manufacturer.

1. Adhesives shall have a VOC content of 70 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
2. Adhesives shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

- B. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber or rubberized-asphalt compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch (0.6 mm).

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- B. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.
- C. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- D. Install plywood backing panels by fastening to studs; coordinate locations with utilities requiring backing panels. Install fire-retardant treated plywood backing panels with classification marking of testing agency exposed to view.
- E. Metal Framing Anchors: Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.
- F. Do not splice structural members between supports unless otherwise indicated.
- G. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
 - 1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches (406 mm) o.c.
- H. Provide fire blocking in furred spaces, stud spaces, and other concealed cavities as indicated and as follows:
 - 1. Fire block furred spaces of walls, at each floor level, at ceiling, and at not more than 96 inches (2438 mm) o.c. with solid wood blocking or noncombustible materials accurately fitted to close furred spaces.
 - 2. Fire block concealed spaces of wood-framed walls and partitions at each floor level, at ceiling line of top story, and at not more than 96 inches (2438 mm) o.c. Where fire blocking is not inherent in framing system used, provide closely fitted solid wood blocks of same width as framing members and 2-inch nominal (38-mm actual) thickness.
 - 3. Fire block concealed spaces between floor sleepers with same material as sleepers to limit concealed spaces to not more than 100 sq. ft. (9.3 sq. m) and to solidly fill space below partitions.
 - 4. Fire block concealed spaces behind combustible cornices and exterior trim at not more than 20 feet (6 m) o.c.
- I. Sort and select lumber so that natural characteristics will 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.
- J. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.

1. Use inorganic boron for items that are continuously protected from liquid water.
 2. Use copper naphthenate for items not continuously protected from liquid water.
- K. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
1. NES NER-272 for power-driven fasteners.
 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
 3. 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.
- L. 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 GROUND, SLEEPER, BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for screeding or attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.
- C. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches (38 mm) wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

3.3 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect miscellaneous rough carpentry from weather. If, despite protection, miscellaneous rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 06105

SECTION 06160 - SHEATHING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:

1. Roof sheathing.

1.2 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
1. Include data for wood-preservative treatment and fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated plywood complies with requirements.
- B. Research/Evaluation Reports: For the following:
1. Preservative-treated plywood.
 2. Fire-retardant-treated plywood.

1.3 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: For assemblies with fire-resistance ratings, provide materials and construction identical to those of assemblies tested for fire resistance per ASTM E 119 by a testing and inspecting agency acceptable to authorities having jurisdiction.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Stack plywood and other panels flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PANEL PRODUCTS, GENERAL

- A. Plywood: DOC PS 1.

2.2 PRESERVATIVE-TREATED PLYWOOD

- A. Preservative Treatment by Pressure Process: AWPAC9.
- B. Mark plywood with appropriate classification marking of an inspection agency acceptable to authorities having jurisdiction.
- C. Application: Treat all plywood, unless otherwise indicated.

2.3 FIRE-RETARDANT-TREATED PLYWOOD

- A. General: Comply with performance requirements in AWPAC27.
 - 1. Use Exterior type for exterior locations and where indicated.
- B. Kiln-dry material after treatment to a maximum moisture content of 15 percent.
- C. Identify fire-retardant-treated plywood with appropriate classification marking of UL, U.S. Testing, Timber Products Inspection, or another testing and inspecting agency acceptable to authorities having jurisdiction.
- D. Application: Treat all plywood, unless otherwise indicated.

2.4 ROOF SHEATHING

- A. Plywood Roof Sheathing: Exterior, Structural I sheathing.

2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated.
 - 1. For wall and roof sheathing panels, provide fasteners with corrosion-protective coating having a salt-spray resistance of more than 800 hours according to ASTM B 117.

2.6 WEATHER-RESISTANT SHEATHING PAPER

- A. Building Paper: ASTM D 226, Type 1 (No. 30 asphalt-saturated organic felt), unperforated, unless noted otherwise.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Securely attach to substrate by fastening as indicated, complying with the following:
 - 1. NES NER-272 for power-driven fasteners.
 - 2. Table 2304.9.1, "Fastening Schedule," in ICC's "International Building Code."

- B. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.

3.2 WOOD STRUCTURAL PANEL INSTALLATION

- A. General: Comply with applicable recommendations in APA Form No. E30S, "Engineered Wood Construction Guide."

- B. Fastening Methods: Fasten panels as indicated below:

- 1. Wall and Roof Sheathing:
 - a. Screw to cold-formed metal framing.

3.3 WEATHER-RESISTANT SHEATHING-PAPER INSTALLATION

- A. General: Cover sheathing with weather-resistant sheathing paper as follows:

- 1. Cut back barrier 1/2 inch on each side of the break in supporting members at expansion-or control-joint locations.
- 2. Apply barrier to cover vertical flashing with a minimum 4-inch overlap, unless otherwise indicated.

- B. Building Paper: Apply horizontally with a 2-inch overlap and a 6-inch end lap; fasten to sheathing with galvanized staples or roofing nails.

END OF SECTION 06160

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

SECTION 07532.3 – BITUMINOUS WATERPROOFING

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. Modified bituminous sheet waterproofing.
 - 2. Modified bituminous sheet waterproofing, fabric reinforced.
 - 3. Modified bituminous deck-paving sheet waterproofing.
 - 4. Bonded HDPE or polyethylene sheet waterproofing.

- B. Related Requirements:

- 1. Section 079500 "Expansion Control" for plaza- or foundation-wall expansion-joint assemblies that interface with waterproofing.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

- 1. Review waterproofing requirements including surface preparation, substrate condition and pretreatment, minimum curing period, forecasted weather conditions, special details and sheet flashings, installation procedures, testing and inspection procedures, and protection and repairs.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.

- 1. Include construction details, material descriptions, and tested physical and performance properties of waterproofing.

2. Include manufacturer's written instructions for evaluating, preparing, and treating substrate.

B. LEED Submittals:

1. Product Certificates for Credit MR 5: For products and materials required to comply with requirements for regional materials, certificates indicating location of material manufacturer and point of extraction, harvest, or recovery for each raw material. Include statement indicating distance to Project, cost for each regional material, and fraction by weight that is considered regional.

C. Shop Drawings: Show locations and extent of waterproofing and details of substrate joints and cracks, sheet flashings, penetrations, inside and outside corners, tie-ins with adjoining waterproofing, and other termination conditions.

1. Include setting drawings showing layout, sizes, sections, profiles, and joint details of pedestal-supported concrete pavers.

D. Samples: For each exposed product and for each color and texture specified, including the following products:

1. 8-by-8-inch (200-by-200-mm) square of waterproofing and flashing sheet.
2. 8-by-8-inch (200-by-200-mm) square of insulation.
3. 4-by-4-inch (100-by-100-mm) square of drainage panel.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Field quality-control reports.
- C. Sample Warranties: For special warranties.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by waterproofing manufacturer.
- B. Mockups: Build mockups to verify selections made under Sample submittals and to set quality standards for installation.
 1. Build for each typical waterproofing installation including and accessories to demonstrate surface preparation, crack and joint treatment, corner treatment, and protection.
 - a. Size: 100 sq. ft. (9.3 sq. m) in area
 - b. Description: Each type of wall installation.
 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 FIELD CONDITIONS

- A. Environmental Limitations: Apply waterproofing within the range of ambient and substrate temperatures recommended by waterproofing manufacturer. Do not apply waterproofing to a damp or wet substrate.
 - 1. Do not apply waterproofing in snow, rain, fog, or mist.
- B. Maintain adequate ventilation during preparation and application of waterproofing materials.

1.8 WARRANTY

- A. Manufacturer's Warranty: Manufacturer's standard materials-only warranty in which manufacturer agrees to furnish replacement waterproofing material for waterproofing that does not comply with requirements or that fails to remain watertight within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.
- B. Installer's Special Warranty: Specified form, on warranty form at end of this Section, signed by Installer, covering Work of this Section, for warranty period of two years.
 - 1. Warranty includes removing and reinstalling protection board, drainage panels, insulation, pedestals, and pavers on plaza decks.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Source Limitations for Waterproofing System: Obtain waterproofing materials, protection course, and molded-sheet drainage panels from single source from single manufacturer.

2.2 BONDED HDPE OR POLYETHYLENE SHEET WATERPROOFING

- A. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Vertical Applications:
 - a. Grace, W. R., & Co. - Conn.; Preprufe 160R with Preprufe Tie-Back Covers. b. Polyguard Products, Inc.; Underseal Blindside Membrane.
 - 2. Horizontal Applications:
 - a. Grace, W. R., & Co. - Conn.; Preprufe 300R.
 - b. Polyguard Products, Inc.; Underseal Underslab Membrane.
- B. Bonded HDPE Sheet for Vertical Applications: Uniform, flexible, multilayered-composite sheet membrane consisting of either a HDPE film coated with a pressure-sensitive adhesive and protective release liner, total 32-mil (0.8-mm) thickness, or an HDPE film coated with a modified asphalt layer and a nonwoven geotextile-fabric final layer, total 73-mil (1.9-mm) thickness; with the following physical properties:

1. Tensile Strength, Film: 4000 psi (27.6 MPa) minimum; ASTM D 412.
2. Low-Temperature Flexibility: Pass at minus 10 deg F (minus 23 deg C); ASTM D 1970.
3. Peel Adhesion to Concrete: 5 lbf/in. (875 N/m) minimum; ASTM D 903, modified.
4. Lap Adhesion: 2.5 lbf/in. (440 N/m) minimum; ASTM D 1876, modified.
5. Hydrostatic-Head Resistance: 231 feet (70 m); ASTM D 5385, modified.
6. Puncture Resistance: 100 lbf (445 N) minimum; ASTM E 154.
7. Water Vapor Permeance: 0.01 perms (0.6 ng/Pa x s x sq. m) maximum; ASTM E 96/E 96M, Water Method.
8. Water Absorption: 0.5 percent maximum; ASTM D 570.

- C. Bonded HDPE or Polyethylene Sheet for Horizontal Applications: Uniform, flexible, multilayered-composite sheet membrane consisting of either an HDPE film coated with pressure-sensitive adhesive and protective release liner, total 46-mil (1.2-mm) thickness, or a cross-laminated film of low- and medium-density polyethylene, coated with a modified asphalt layer and a nonwoven geotextile-fabric final layer, total 95-mil (2.4-mm) thickness; with the following physical properties:

1. Tensile Strength, Film: 2000 psi (13.8 MPa) minimum; ASTM D 412.
2. Low-Temperature Flexibility: Pass at minus 10 deg F (minus 23 deg C); ASTM D 1970.
3. Peel Adhesion to Concrete: 5 lbf/in. (875 N/m) minimum; ASTM D 903, modified.
4. Lap Adhesion: 2.5 lbf/in. (440 N/m) minimum; ASTM D 1876, modified.
5. Hydrostatic-Head Resistance: 231 feet (70 m); ASTM D 5385, modified.
6. Puncture Resistance: 200 lbf (890 N) minimum; ASTM E 154.
7. Water Vapor Permeance: 0.01 perms (0.6 ng/Pa x s x sq. m) maximum; ASTM E 96/E 96M, Water Method.
8. Water Absorption: 0.5 percent maximum; ASTM D 570.

- D. Mastic, Adhesives, and Detail Tape: Liquid mastic and adhesives, and adhesive tapes recommended by waterproofing manufacturer.

2.3 AUXILIARY MATERIALS

- A. General: Furnish auxiliary materials recommended by waterproofing manufacturer for intended use and compatible with sheet waterproofing.

1. Furnish liquid-type auxiliary materials that comply with VOC limits of authorities having jurisdiction.

- B. Primer: Liquid waterborne primer recommended for substrate by sheet-waterproofing material manufacturer.

- C. Surface Conditioner: Liquid, waterborne surface conditioner recommended for substrate by sheet-waterproofing material manufacturer.

- D. Liquid Membrane: Elastomeric, two-component liquid, cold fluid applied, of trowel grade or low viscosity.

- E. Substrate Patching Membrane: Low-viscosity, two-component, modified asphalt coating.

- F. Metal Termination Bars: Aluminum bars, approximately 1 by 1/8 inch (25 by 3 mm) thick, predrilled at 9-inch (229-mm) centers.

- G. Protection Course: ASTM D 6506, semirigid sheets of fiberglass or mineral-reinforced- asphaltic

core, pressure laminated between two asphalt-saturated fibrous liners and as follows:

1. Thickness: 1/8 inch (3 mm), 1/4 inch (6 mm), nominal.
 2. Thickness: 1/8 inch (3 mm), nominal, for vertical applications; 1/4 inch (6 mm), nominal, elsewhere.
 3. Adhesive: Rubber-based solvent type recommended by waterproofing manufacturer for protection course type.
- H. Protection Course: Fan folded, with a core of extruded-polystyrene board insulation faced on one side or both sides with plastic film, nominal thickness 1/4 inch (6 mm), with compressive strength of not less than 8 psi (55 kPa) per ASTM D 1621, and maximum water absorption by volume of 0.6 percent per ASTM C 272.
- I. Protection Course: Extruded-polystyrene board insulation, unfaced, ASTM C 578, Type X, 1/2 inch (13 mm) thick.
- J. Protection Course: Molded-polystyrene board insulation, ASTM C 578, Type I, 0.90-lb/cu. ft. (15-kg/cu. m) minimum density, 1-inch (25-mm) minimum thickness.

2.4 MOLDED-SHEET DRAINAGE PANELS

- A. Molded-Sheet Drainage Panel: Comply with Section 334600 "Subdrainage."
- B. Nonwoven-Geotextile-Faced, Molded-Sheet Drainage Panel: Composite subsurface drainage panel consisting of a studded, nonbiodegradable, molded-plastic-sheet drainage core; with a nonwoven, needle-punched geotextile facing with an apparent opening size not exceeding No. 70 (0.21-mm) sieve laminated to one side of the core and a polymeric film bonded to the other side; and with a vertical flow rate of 9 to 15 gpm per ft. (112 to 188 L/min. per m).
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. American Hydrotech, Inc.; Hydrodrain 400 or Hydrodrain 420.
 - b. Carlisle Coatings & Waterproofing Inc.; CCW MiraDRAIN 6000 CCW MiraDRAIN 6000XL CCW MiraDRAIN 6200 or CCW MiraDRAIN 6200XL.
 - c. Grace, W. R., & Co. - Conn.; Hydroduct 220 or Hydroduct 660.
 - d. Protecto Wrap Company; Protecto Drain 2000-V.
- C. Woven-Geotextile-Faced, Molded-Sheet Drainage Panel: Composite subsurface drainage panels consisting of a studded, nonbiodegradable, molded-plastic-sheet drainage core; with a woven-geotextile facing with an apparent opening size not exceeding No. 40 (0.425-mm) sieve laminated to one side of the core and a polymeric film bonded to the other side; and with a horizontal flow rate not less than 2.8 gpm per ft. (35 L/min. per m).
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. American Hydrotech, Inc.; Hydrodrain 700.
 - b. Carlisle Coatings & Waterproofing Inc.; CCW MiraDRAIN 9000 or CCW MiraDRAIN 9900.
 - c. Grace, W. R., & Co. - Conn.; Hydroduct 225.

d. Protecto Wrap Company; Protecto Drain 2000-H.

D. High-Capacity, Molded-Sheet Collector-Panel System: Composite subsurface collector-panel system by same manufacturer as primary molded-sheet drainage panels; consisting of a high- profile, studded, nonbiodegradable, molded-plastic-sheet drainage core; with a woven- geotextile facing with an apparent opening size not exceeding No. 40 (0.425-mm) sieve laminated to one side of the core and a polymeric film bonded to the other side; and with a vertical flow rate of 9 to 15 gpm per ft. (112 to 188 L/min. per m) and a horizontal flow rate as indicated on Drawings. Provide system with manufacturer's outlets, connectors, tapes, and other accessories to connect primary molded-sheet drainage panels with piped subdrainage system specified in Section 334600 "Subdrainage."

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

- a. Carlisle Coatings & Waterproofing Inc.; CCW QuickDRAIN.
- b. Grace, W. R., & Co. - Conn.; Hydroduct Coil 600.

2.5 INSULATION

A. Insulation, General: Comply with Section 072100 "Thermal Insulation."

B. Board Insulation: Extruded-polystyrene board insulation complying with ASTM C 578, square or shiplap edged.

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. DiversiFoam Products.
 - b. Dow Chemical Company (The).
 - c. Owens Corning Insulating Systems LLC.
 - d. Pactiv Building Products.
 - e. T. Clear Corporation, a subsidiary of Fin Pan Inc.
- 2. Type IV, 25-psi (173-kPa) minimum compressive strength.
 - 3. Type VI, 40-psi (276-kPa) minimum compressive strength.
 - 4. Type VII, 60-psi (414-kPa) minimum compressive strength.
 - 5. Type V, 100-psi (690-kPa) minimum compressive strength.

2.6 INSULATION DRAINAGE PANELS

A. Unfaced Wall-Insulation Drainage Panels: Extruded-polystyrene board insulation complying with ASTM C 578, Type IV, 25-psi (173-kPa) or Type VI, 40-psi (276-kPa) minimum compressive strength; unfaced; fabricated with shiplap or channel edges and with one side having grooved drainage channels.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

- a. DiversiFoam Products; CertiFoam 25 SL or CertiFoam 40 (with channel edges)] Drainage Board.
- b. Dow Chemical Company (The); Styrofoam Perimate.

B. Geotextile-Faced, Wall-Insulation Drainage Panels: Extruded-polystyrene board insulation complying

with ASTM C 578, Type IV, 25-psi (173-kPa) or Type VI, 40-psi (276-kPa) minimum compressive strength; fabricated with tongue-and-groove edges and with one side having grooved drainage channels faced with nonwoven geotextile filter fabric.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Owens Corning Insulating Systems LLC; Insul-Drain.

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 waterproofing.
 1. Verify that concrete has cured and aged for minimum time period recommended in writing by waterproofing manufacturer.
 2. Verify that substrate is visibly dry and within the moisture limits recommended in writing by manufacturer. Test for capillary moisture by plastic sheet method according to ASTM D 4263.
 3. Verify that compacted subgrade is dry, smooth, sound, and ready to receive waterproofing sheet.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 SURFACE PREPARATION

- A. Clean, prepare, and treat substrates according to manufacturer's written instructions. Provide clean, dust-free, and dry substrates for waterproofing application.
- B. Mask off adjoining surfaces not receiving waterproofing to prevent spillage and overspray affecting other construction.
- C. Remove grease, oil, bitumen, form-release agents, paints, curing compounds, and other penetrating contaminants or film-forming coatings from concrete.
- D. Remove fins, ridges, mortar, and other projections and fill honeycomb, aggregate pockets, holes, and other voids.
- E. Prepare, fill, prime, and treat joints and cracks in substrates. Remove dust and dirt from joints and cracks according to ASTM D 4258.
 1. Install sheet strips of width according to manufacturer's written instructions and center over treated construction and contraction joints and cracks exceeding a width of [1/16 inch (1.6 mm)]
- F. Bridge and cover isolation joints, expansion joints, and discontinuous deck-to-wall and deck-to-deck joints with overlapping sheet strips of widths according to manufacturer's written instructions.
 1. Invert and loosely lay first sheet strip over center of joint. Firmly adhere second sheet strip to

first and overlap to substrate.

- G. Corners: Prepare, prime, and treat inside and outside corners according to ASTM D 6135.

1. Install membrane strips centered over vertical inside corners. Install 3/4-inch (19-mm) fillets of liquid membrane on horizontal inside corners and as follows:

- a. At footing-to-wall intersections, extend liquid membrane in each direction from corner or install membrane strip centered over corner.
- b. At plaza-deck-to-wall intersections, extend liquid membrane or sheet strips onto deck waterproofing and to finished height of sheet flashing.

- H. Prepare, treat, and seal vertical and horizontal surfaces at terminations and penetrations through waterproofing and at drains and protrusions according to ASTM D 6135.

3.3 BONDED HDPE OR POLYETHYLENE SHEET-WATERPROOFING APPLICATION

- A. Install bonded HDPE or polyethylene sheets according to manufacturer's written instructions.

- B. Place and secure molded-sheet drainage panels over substrate. Lap edges and ends of geotextile to maintain continuity.

- C. Vertical Applications: Install sheet with HDPE face against substrate. Accurately align sheets and maintain uniform side and end laps of minimum dimensions required by membrane manufacturer. Overlap and seal seams, and stagger and tape end laps to ensure watertight installation. Mechanically fasten to substrate.

1. Securely fasten top termination of membrane with continuous metal termination bar anchored into substrate and cover with detailing tape.

- D. Horizontal Applications: Install sheet with HDPE or polyethylene face against substrate. Accurately align sheets and maintain uniform side and end laps of minimum dimensions

required by membrane manufacturer. Overlap and seal seams, and stagger and tape end laps to ensure watertight installation.

- E. Corners: Seal lapped terminations and cut edges of sheet waterproofing at inside and outside corners with detail tape.

- F. Seal penetrations through sheet waterproofing to provide watertight seal with detail tape patches or wraps and a liquid-membrane troweling.

- G. Install sheet-waterproofing and auxiliary materials to produce a continuous watertight tie into adjacent waterproofing.

- H. Repair tears, voids, and lapped seams in waterproofing not complying with requirements. Tape perimeter of damaged or nonconforming area extending 6 inches (150 mm) beyond repaired areas in all directions. Apply a patch of sheet waterproofing and firmly secure with detail tape.

3.4 MOLDED-SHEET DRAINAGE-PANEL INSTALLATION

- A. Place and secure molded-sheet drainage panels, with geotextile facing away from wall or deck substrate,

according to manufacturer's written instructions. Use adhesives or other methods that do not penetrate waterproofing. Lap edges and ends of geotextile to maintain continuity. Protect installed molded-sheet drainage panels during subsequent construction.

1. For vertical applications, install board insulation, protection course before installing drainage panels.

3.5 INSULATION INSTALLATION

- A. Install one or more layers of board insulation to achieve required thickness over waterproofed surfaces. Cut and fit to within 3/4 inch (19 mm) of projections and penetrations.
- B. On vertical surfaces, set insulation units in adhesive or tape applied according to manufacturer's written instructions.
- C. On horizontal surfaces, loosely lay insulation units according to manufacturer's written instructions. Stagger end joints and tightly abut insulation units.

3.6 INSULATION DRAINAGE-PANEL INSTALLATION

- A. Install insulation drainage panels over waterproofed surfaces; cut and fit to within 3/4 inch (19 mm) of projections and penetrations.
- B. Ensure that drainage channels are aligned and free of obstructions.
- C. On vertical surfaces, set insulation drainage panels in adhesive or tape applied according to manufacturer's written instructions.
- D. On horizontal surfaces, loosely lay insulation drainage panels according to manufacturer's written instructions. Stagger end joints and tightly abut insulation units.

3.7 FIELD QUALITY CONTROL

- A. Engage a site representative qualified by waterproofing membrane manufacturer to inspect substrate conditions, surface preparation, membrane application, flashings, protection, and drainage components, and to furnish daily reports to Architect.
- B. Flood Testing: Flood test each deck area for leaks, according to recommendations in ASTM D 5957, after completing waterproofing but before overlying construction is placed. Install temporary containment assemblies, plug or dam drains, and flood with potable water.
 1. Flood to an average depth of 2-1/2 inches (64 mm) with a minimum depth of 1 inch (25 mm) and not exceeding a depth of 4 inches (100 mm). Maintain 2 inches (51 mm) of clearance from top of sheet flashings.
 2. Flood each area for 24 hours.
 3. After flood testing, repair leaks, repeat flood tests, and make further repairs until waterproofing installation is watertight.
- C. Engage an independent testing agency to observe flood testing and examine underside of decks and terminations for evidence of leaks during flood testing.
- D. Prepare test and inspection reports.

3.8 PROTECTION, REPAIR, AND CLEANING

- A. Do not permit foot or vehicular traffic on unprotected membrane.
- B. Protect waterproofing from damage and wear during remainder of construction period.
- C. Protect installed board insulation and insulation drainage panels from damage due to UV light, harmful weather exposures, physical abuse, and other causes. Provide temporary coverings where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.
- D. Correct deficiencies in or remove waterproofing that does not comply with requirements; repair substrates, reapply waterproofing, and repair sheet flashings.
- E. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 07133

SECTION 07620 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Manufactured reglets.
2. Formed roof drainage system.
3. Formed low-slope roof flashing and trim.
4. Formed steep-slope roof flashing and trim.
5. Formed wall flashing and trim.
6. Wall caps and copings.
7. Built-in gutters.
8. Leaders.

1.2 SUBMITTALS

- A. Product Data: For each product indicated.
- B. Shop Drawings: Show layouts, profiles, shapes, seams, dimensions, and details for fastening, joining, supporting, and anchoring sheet metal flashing and trim.
- C. Samples: For each type of sheet metal flashing and trim.

1.3 QUALITY ASSURANCE

- A. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Sheet Metal Manual." Conform to dimensions and profiles shown unless more stringent requirements are indicated.
- B. Mockups: Build mockups to demonstrate aesthetic effects and set quality standards for fabrication and installation.
1. Build mockup of typical roof eave, including built-in gutter and apron flashing, approximately 48 inches long, including supporting construction cleats, seams, attachments, underlayment, and accessories.
 2. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.

2.2 SHEET METALS

- A. Copper Sheet: ASTM B 370, Temper H00 or H01, cold-rolled copper sheet.
- B. Pre-Patinated Copper Sheet: ASTM B 370, cold-rolled copper sheet, H00 or H01 temper.
 1. Pre-Patinated Copper-Sheet Finish: Dark brown, pre-patinated according to ASTM B 882.
- C. Aluminum Sheet: ASTM B 209, Alloy 3003, 3004, 3105, or 5005, Temper suitable for forming and structural performance required, but not less than H14, finished s follows:
 1. High-Performance Organic Finish: Three-coat, thermocured system containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with AAMA 2604.
 - a. Color: As selected by Engineer-of-Record from manufacturer's full range.

2.3 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation.
- B. Felt Underlayment: ASTM D 226, Type II (No. 30), asphalt-saturated organic felt, nonperforated.
 1. Slip Sheet: Rosin-sized paper, minimum 3 lb/100 sq. ft.
- C. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads.
 1. Nails for Copper Sheet: Copper, hardware bronze, or Series 300 stainless steel, 0.109 inch minimum and not less than 7/8 inch long, barbed with large head.
 2. Exposed Fasteners: Heads matching color of sheet metal by means of plastic caps or factory-applied coating.
 3. Fasteners for Flashing and Trim: Blind fasteners or self-drilling screws, gasketed, with hex washer head.
 4. Blind Fasteners: High-strength aluminum or stainless-steel rivets.
- D. Sealing Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealing tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape.
- E. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain

watertight.

- F. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant, polyisobutylene plasticized, heavy bodied for hooked-type expansion joints with limited movement.
- G. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound.
- H. Bituminous Coating: Cold-applied asphalt mastic, SSPC-Paint 12, compounded for 15-mil dry film thickness per coat.

2.4 REGLETS

- A. Reglets: Units of type, material, and profile indicated, formed to provide secure interlocking of separate reglet and counterflashing pieces, and compatible with flashing indicated with factory-mitered and -welded corners and junctions.
 - 1. Available Manufacturers:
 - a. Hohmann & Barnard.
 - b. Or equal, as approved by the Engineer-of-Record .
 - 2. Material: PVC.

2.5 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's " Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated. Shop fabricate items where practicable. Obtain field measurements for accurate fit before shop fabrication.
- B. Fabricate sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
 - 1. Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- C. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant to comply with SMACNA recommendations.
- D. Expansion Provisions: Where lapped or bayonet-type expansion provisions in the Work cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with elastomeric sealant concealed within joints.
- E. Conceal fasteners and expansion provisions where possible on exposed-to-view sheet metal flashing and trim, unless otherwise indicated.
- F. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal, and in thickness not less than that of metal being secured.

2.6 ROOF DRAINAGE SHEET METAL FABRICATIONS

- A. Built-in Gutters: Fabricate to cross section indicated, with riveted and soldered joints, complete with end pieces, outlet tubes, and other special accessories as required. Fabricate in minimum 96-inch long sections. Fabricate expansion joints and accessories from same metal as gutters, unless otherwise indicated.
 - 1. Accessories: Continuous removable leaf screen with sheet metal frame and hardware cloth screen.
 - 2. Fabricate built-in gutters from the following material:
 - a. Pre-Patinated Copper: 17.2 oz./sq. ft.
- B. Downspouts: Fabricate round corrugated downspouts complete with mitered elbows. Furnish with metal hangers, from same material as downspouts, and anchors.
 - 1. Fabricate downspouts from the following material:
 - a. Aluminum: 0.024 inch thick.

2.7 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Roof Edge Flashing (Gravel Stop) and Fascia Caps: Fabricate in minimum 96-inch long, but not exceeding 10-foot- long, sections. Furnish with 6-inch wide joint cover plates.
 - 1. Fabricate scuppers from the following material:
 - a. Pre-Patinated Copper: 21.2 oz./sq. ft.
- B. Copings: Fabricate in minimum 96-inch long, but not exceeding 10-foot- long, sections. Fabricate joint plates of same thickness as copings. Furnish with continuous cleats to support edge of external leg and drill elongated holes for fasteners on interior leg. Miter corners, seal, and solder or weld watertight.
 - 1. Fabricate copings from the following material:
 - a. Aluminum: 0.050 inch thick.
- C. Base Flashing: Fabricate from the following material:
 - 1. Pre-Patinated Copper: 21.2 oz./sq. ft.
- D. Counterflashing and Flashing Receivers.
 - 1. Copper: 16 oz./sq. ft.
- E. Roof-Penetration Flashing: Fabricate from the following material:
 - 1. Copper: 16 oz./sq. ft.

2. Pre-Patinated Copper: 17.2 oz./sq. ft.

2.8 STEEP-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Apron, Step, Cricket, and Backer Flashing: Fabricate from the following material:

1. Pre-Patinated Copper: 17.2 oz./sq. ft.

- B. Valley Flashing: Fabricate from the following material:

1. Pre-Patinated Copper: 17.2 oz./sq. ft.

- C. Drip Edges: Fabricate from the following material:

1. Copper: 16 oz./sq. ft.
2. Pre-Patinated Copper: 17.2 oz./sq. ft.

- D. Eave, Rake, Ridge, and Hip Flashing: Fabricate from the following material:

1. Copper: 16 oz./sq. ft.
2. Pre-Patinated Copper: 17.2 oz./sq. ft.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 1. Torch cutting of sheet metal flashing and trim is not permitted.
- B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by fabricator or manufacturers of dissimilar metals.
- C. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
- D. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and elastomeric sealant.
- E. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
 1. Space cleats not more than 12 inches apart. Anchor each cleat with two fasteners. Bend tabs over fasteners.

- F. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with elastomeric sealant concealed within joints.
- G. Fasteners: Use fasteners of sizes that will penetrate substrate not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.
 - 1. Copper: Use copper, hardware bronze, or stainless-steel fasteners.
- H. Seal joints with elastomeric sealant as required for watertight construction.
- I. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tem edges of sheets to be soldered to a width of 1-1/2 inches except where pre-tinned surface would show in finished Work.

3.2 ROOF DRAINAGE SYSTEM INSTALLATION

- A. General: Install sheet metal roof drainage items to produce complete roof drainage system according to SMACNA recommendations and as indicated. Coordinate installation of roof perimeter flashing with installation of roof drainage system.
- B. Built-in Gutters: Join sections with riveted and soldered or lapped joints sealed with elastomeric sealant. Provide for thermal expansion. Slope to downspouts. Provide end closures and seal watertight with sealant.
 - 1. Install felt underlayment layer in built-in gutter trough and extend to drip edge at eaves and under felt underlayment on roof sheathing. Lap sides a minimum of 2 inches over underlying course. Lap ends a minimum of 4 inches. Stagger end laps between succeeding courses at least 72 inches. Fasten with roofing nails. Install slip sheet over felt underlayment.
 - 2. Install gutter with expansion joints at locations indicated but not exceeding 50 feet apart. Install expansion joint caps.
- C. Downspouts: Join sections with 1-1/2-inch telescoping joints. Provide fasteners designed to hold downspouts securely 1 inch away from walls; locate fasteners at top and bottom and at approximately 60 inches o.c. in between.

3.3 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal roof flashing and trim to comply with performance requirements and SMACNA's "Sheet Metal Manual." Provide concealed fasteners where possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight.
- B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in FMG Loss Prevention Data Sheet 1-49.
 - 1. Interlock bottom edge of roof edge flashing with continuous cleats anchored to substrate at 24-inch centers.

- C. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Secure in a waterproof manner. Extend counterflashing 4 inches over base flashing. Lap counterflashing joints a minimum of 4 inches and bed with elastomeric sealant.
- D. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Install flashing as follows:
 - 1. Turn flashing down inside vent piping, being careful not to block vent piping with flashing.
 - 2. Seal with elastomeric sealant and clamp flashing to pipes penetrating roof except for lead flashing on vent piping.

3.4 WALL FLASHING INSTALLATION

- A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to SMACNA recommendations and as indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.
- B. Reglets: Installation of reglets is specified in Division 3 Section "Cast-in-Place Concrete and 4 Section "Unit Masonry Assemblies."

END OF SECTION 07620

SECTION 07920 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes sealants for the following:
 - 1. Exterior joints in vertical surfaces and nontraffic horizontal surfaces.
 - 2. Interior joints in vertical surfaces and horizontal nontraffic surfaces.

1.2 SUBMITTALS

- A. Product Data: For each joint sealant product indicated.
- B. Samples: For each joint sealant product indicated.
- C. Sealant compatibility and adhesion test reports.
- D. Preconstruction field-adhesion test reports.
- E. Product certificates.
- F. Product test reports.

1.3 QUALITY ASSURANCE

- A. Sealant Compatibility and Adhesion Testing: Use sealant manufacturer's standard test methods to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
- B. Preconstruction Field-Adhesion Testing: Before installing elastomeric sealants, field test their adhesion to joint substrates using test method indicated.
- C. Mockups: Before installing joint sealants, apply elastomeric sealants to verify selections made under sample Submittals and to demonstrate aesthetic effects and qualities of materials and execution.
 - 1. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.4 WARRANTY

- A. Special Manufacturer's Warranty: Manufacturer's standard form in which manufacturer agrees to furnish elastomeric joint sealants to repair or replace those that do not comply with requirements specified in this Section within 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the products specified.

2.2 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Engineer-of-Record from manufacturers standard offerings..

2.3 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealants, General: ASTM C 920.
 - 1. Continuous-Immersion Sealants: For immersion in water, products tested according to ASTM C 1247, including initial six-week immersion period and four additional immersion four-week immersion period(s), without failing in adhesion or cohesion when tested with substrates indicated.
- B. Single-Component Nonsag Polysulfide Sealant:
 - 1. Available Products:
 - a. Meadows, W. R., Inc.; Deck-O-Seal One Step.
 - b. Morton International, Inc.; Thiokol 1P.
 - c. Pecora Corporation; GC-9 Synthacalk.
 - 2. Type and Grade: S (single component) and NS (nonsag).
 - 3. Class: 25.
 - 4. Exposure: Use NT (nontraffic).
 - 5. Substrates: Uses M, G, A, and, as applicable to joint substrates indicated, O.
- C. Low-Modulus Nonacid-Curing Silicone Sealant:
 - 1. Available Products:
 - a. GE Silicones; Silpruf.
 - b. Pecora Corporation; 890.

- c. Sonneborn Building Products Div., ChemRex Inc.; Omniseal.
 - 2. Type and Grade: S (single component) and NS (nonsag).
 - 3. Class: 25.
 - 4. Additional Movement Capability: Capable of 100 percent movement in extension and 50 percent movement in compression when tested for adhesion and cohesion under maximum cyclic movement per ASTM C 719.
 - 5. Exposure: Use NT (nontraffic).
 - 6. Substrates: Uses M, G, A, and, as applicable to joint substrates indicated, O.
- D. Mildew-Resistant Silicone Sealant:
- 1. Available Products:
 - a. Dow Corning; 786 Mildew Resistant.
 - b. GE Silicones; Sanitary 1700.
 - c. Pecora Corporation; 898 Silicone Sanitary Sealant.
 - 2. Type and Grade: S (single component) and NS (nonsag).
 - 3. Class: 25.
 - 4. Exposure: Use NT (nontraffic).
 - 5. Substrates: Uses G, A, and, as applicable to joint substrates indicated, O.

2.4 LATEX JOINT SEALANTS

- A. Latex Sealant: ASTM C 834.
- 1. Available Products:
 - a. Bostik Inc.; Chem-Calk 600.
 - b. Pecora Corporation; AC-20.
 - c. Sonneborn Building Products Div., ChemRex, Inc.; Sonolac.

2.5 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
- 1. Type: C (closed-cell material with a surface skin).
- C. Elastomeric Tubing Sealant Backings: Neoprene, butyl, EPDM, or silicone tubing complying with ASTM D 1056, nonabsorbent to water and gas, and capable of remaining resilient at temperatures down to minus 26 deg F. Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth, and otherwise contribute to optimum sealant performance.

- D. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.6 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants with joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants.
 - 1. Remove foreign material from joint substrates that could interfere with adhesion of joint sealant.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air.
 - 3. Remove laitance and form-release agents from concrete.
 - 4. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues could interfere with adhesion of joint sealants.
- B. Joint Priming: Prime joint substrates where recommended in writing by joint sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Sealant Installation: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- D. Install sealant backings to support sealants during application and at position required to produce 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.
- E. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and back of joints.
- F. Place sealants so they directly contact and fully wet joint substrates.
1. Completely fill recesses provided for each joint configuration.
 2. Produce uniform, cross-sectional shapes and depths that allow optimum sealant movement capability.
- G. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants to form smooth, uniform beads, to eliminate air pockets, and to ensure contact and adhesion of sealant with sides of joint.
1. Remove excess sealants from surfaces adjacent to joint.
 2. Use tooling agents that are approved by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 3. Joint Configuration: Concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
- H. Clean excess sealants or sealant smears adjacent to joints as installation progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

END OF SECTION 07920

DIVISION 9 - FINISHES

SECTION 09911 - EXTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY

As required for miscellaneous painting.

- A. This Section includes surface preparation and the application of paint systems on the following exterior substrates:
 - 1. Steel.
 - 2. Galvanized metal.
- B. Related Sections include the following:
- C. Related Sections:
 - 1. Division 1 Section "Leed Requirements" for general requirements and procedures for compliance with certain USGBC LEED prerequisites and credits needed.
 - 2. Division 1 Section "Construction Waste Management" for administrative and procedural requirements for salvaging, recycling and disposing of non-hazardous construction waste.
 - 3. Division 5 Sections for shop priming of metal substrates with primers specified in this Section.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Verification: For each type of paint system and each color and gloss of topcoat indicated.
 - 1. Submit Samples on rigid backing, 8 inches (200 mm) square.
 - 2. Label each coat of each Sample.
 - 3. Label each Sample for location and application area.
- C. Product List: For each product indicated, include the following:
 - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
 - 2. Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.

1.3 QUALITY ASSURANCE

A. MPI Standards:

1. Products: Complying with MPI standards indicated and listed in "MPI Approved Products List."
2. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.

1.4 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 (7 deg C).

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.5 PROJECT CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).

B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

1.6 EXTRA MATERIALS

A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.

1. Quantity: Furnish an additional 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Benjamin Moore & Co.
2. Sherwin-Williams Company (The).

2.2 PAINT, 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 manufacturers of topcoat for use in paint system and on substrate indicated.

B. Colors: to match existing.

2.3 METAL PRIMERS

A. Quick-Drying Alkyd Metal Primer: MPI #76.

1. VOC Content: E Range of E2.

B. Cementitious Galvanized-Metal Primer: MPI #26.

1. VOC Content: E Range of E1.

2.4 EXTERIOR LATEX PAINTS

A. Exterior Latex (Semigloss): MPI #11 (Gloss Level 5).

1. VOC Content: E Range of E3.

2.5 QUICK-DRYING ENAMELS

A. Quick-Drying Enamel (Semigloss): MPI #81 (Gloss Level 5).

1. VOC Content: E Range of E2.

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 work.
- B. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- C. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
 1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.

- B. Remove plates, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
 - 2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.
- D. Steel Substrates: Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.
- E. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions.
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- 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.

Steel Substrates:

- 1. Quick-Drying Enamel System: MPI EXT 5.1A.
 - a. Prime Coat: Quick-drying alkyd metal primer.
 - b. Intermediate Coat: Quick-drying enamel matching topcoat.
 - c. Topcoat: Quick-drying enamel (semigloss).
- 2. Alkyd System: MPI EXT 5.1D.
 - a. Prime Coat: Alkyd anticorrosive metal primer.
 - b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
 - c. Topcoat: Exterior alkyd enamel (semigloss).

B. Galvanized-Metal Substrates:

- 1. Latex System: MPI EXT 5.3A.
 - a. Prime Coat: Cementitious galvanized-metal primer.
 - b. Intermediate Coat: Exterior latex matching topcoat.
 - c. Topcoat: Exterior latex (semigloss).
- 2. Alkyd System: MPI EXT 5.3B.
 - a. Prime Coat: Cementitious galvanized-metal primer.
 - b. Topcoat: Exterior alkyd enamel (semigloss).

END OF SECTION 09911

DIVISION 26 - ELECTRICAL

State University of New York Purchase College
Restoration of Four (4) Stairs at Performing Arts Center
Project Number: SU 111919

“Issued for Bid”

SECTION 26 0000 - GENERAL PROVISIONS FOR ELECTRICAL WORK

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Work in this Section includes the providing of labor, materials, equipment and services necessary for a complete and safe installation in accordance with the contract documents and all applicable codes and authorities having jurisdiction for the following:
 - 1. Electrical work covered by all Sections within DIVISION 16 of the Specifications, including, but not limited to electrical systems and equipment.
 - 2. RACEWAY
 - 3. WIRE AND CABLE
 - 4. LIGHTING FIXTURES
- B. Provide cutting and patching, except as noted in "AIA document A201" and "Supplementary Condition for Mechanical and Electrical Work".
- C. Related Work and Requirements
 - 1. Requirements of GENERAL CONDITIONS and Division No. 1.

1.02 WORK NOT INCLUDED:

- A. Providing access doors and filler.
- B. Cutting and patching, except as noted in "AIA Document A210" and

1.03 DESCRIPTION OF BID DOCUMENTS

- A. Specifications describe quality and character of materials and equipment.
- B. Drawings are diagrammatic and indicate general arrangement of systems and work. Follow drawings in laying out work and check drawings of other trades to verify space conditions. Maintain headroom and space conditions.
- C. Scaled and figured dimensions are approximate and are for estimate purposes only. Before proceeding with work, check and verify all dimensions.
- D. Make adjustments that may be necessary or requested in order to resolve space problems, preserve headroom, and avoid architectural openings, structural members and work of other trades.
- E. Typical details, where shown on the drawings, apply to each item of the project where such items are applicable. Typical details are not repeated on the plans.
- F. If Specifications or Drawings appear unclear or contradictory, consult the Engineer for interpretation as early as possible during bidding period. Do not proceed with work without Engineer's decision.

1.04 DEFINITIONS

- A. "Provide": to supply, install, and make complete, safe, and operable, the particular work referred to unless specifically indicated otherwise.
- B. "Install": to erect, mount, and make complete with all related accessories.
- C. "Furnish" or "supply": to purchase, procure, acquire, and deliver complete with related accessories.
- D. "Work": labor, materials, equipment, services, and all related accessories necessary for the proper and complete installation of complete systems.

- E. "Piping": pipe, tube, fittings, flanges, valves, controls, strainers, hangers, supports, unions, traps, drains, insulation and all related accessories.
- F. "Wiring": raceway, fittings, wire, boxes and all related accessories.
- G. "Concealed": not in view, installed in masonry or other construction, within furred spaces, double partitions, hung ceilings, trenches, crawl spaces, or enclosures.
- H. "Exposed": in view, not installed underground or "concealed" as defined above.
- I. "Indicated," "shown," or "noted": as indicated, shown, or noted on drawings or specifications.
- J. "Similar" or "equal": of base bid manufacture, equal in quality materials, weight, size, performance, design, and efficiency of specified product, conforming with "Base Bid Manufacturers."
- K. "Reviewed" "satisfactory," "accepted," or "directed": as reviewed, satisfactory, accepted, or directed by Architect and/or Engineer.

1.05 QUALITY ASSURANCE

- A. All work shall combine with National Electrical Code and all applicable local codes.
- B. Furnish all materials and equipment new, free from defects and with listings or labels of Underwriter's Laboratories, Inc. or other nationally approved testing laboratory.
- C. All items of a given type shall be the product of the same manufacturer.
- D. All materials and equipment shall be the product of manufacturers regularly engaged in their manufacture.
- E. Current characteristics:
 - 1. Existing panels used in this project have the following characteristics:
 - a. 120/208 volt, 3 phase, 4 wire, 60 Hz with grounded 4W distribution.
- F. Equipment ampere ratings shall be for continuous operation in 104oF (40oC) ambient temperature unless otherwise indicated.

1.06 JOB CONDITIONS

- A. Inspection of Site Conditions.
 - 1. Before starting work, visit the site and examine the conditions under which the work has to be performed. Report in writing any conditions which might adversely affect the work.
- B. Connections to existing work:
 - 1. Alarm and emergency systems shall not be interrupted.
 - 2. Maintain continuous operation of existing facilities as required with necessary temporary connections between new and existing work.
 - 3. Connect new work to existing work in neat and acceptable manner. Restore existing disturbed work to original condition including maintenance of wiring continuity required.

1.07 REFERENCE STANDARDS

- A. Published specifications, standards, tests, or recommended methods of trade, industry or governmental organizations apply to work in all sections as noted below:
 - 1. NEMA - National Electrical Manufacturers' Association.
 - 2. ANSI - American National Standard Institute.
 - 3. IEEE - Institute of Electrical & Electronics Engineers.
 - 4. NFPA - National Fire Protection Association
 - 5. UL - Underwriter's Laboratories, Inc.

6. OSHA - Occupational Safety and Health Administration Regulations.

1.08 SUBMITTALS

- A. Submit shop drawings and samples in accordance with "AIA Document 201" and "Supplementary Conditions for Mechanical and Electrical Work."
- B. Operating instructions, equipment maintenance manuals and parts lists.
 - 1. Before requesting acceptance of work, submit one set for review by the Engineer.
 - 2. Assemble manufacturers' equipment manuals in chronological order following the specifications alpha-numerical system using heavy duty three ring binders.
 - 3. Submit three detailed and simplified one line, color coded wiring diagrams.
 - 4. Submit three sets of field test reports.

1.09 PRODUCT DELIVERY, HANDLING, AND STORAGE

- A. Receive and accept materials and equipment at the site, properly handle, house, and protect them from damage and the weather until installation. Replace equipment damaged in the course of handling without additional charge.
- B. Arrange for and provide storage space or area at the job site for all materials and equipment to be received and/or installed in this project.

1.10 ACCESSIBILITY

- A. Install all work so that parts requiring periodic inspection, operation, maintenance, and repair are readily accessible. Minor deviations from the drawings may be made to accomplish this, but changes of substantial magnitude shall not be made without written approval.
- B. Install equipment requiring access so as to be freely accessible through access doors.

1.11 CUTTING AND PATCHING:

- A. Provide all carpentry, cutting and patching required for proper installation of material and equipment specified. Do not cut or drill structural members without consent of structural engineer.
- B. All cutting and patching will be performed under General Construction Work, except as noted in "AIA Document A201" and "Supplementary Conditions for Mechanical and Electrical Work."

1.12 PROTECTION OF MATERIALS

- A. Protect from damage, water, dust, etc. all material, equipment and apparatus provided under this trade both in storage and installed.

1.13 GUARANTEE

- A. The Contractor shall furnish a written guarantee to replace or repair promptly and assume responsibility for all expenses incurred for any workmanship and equipment in which defects develop within one year from the date of final certificate for payment and/or from date of actual use of equipment or occupancy of spaces by Owner included under the various parts of the work, whichever date is earlier. This work shall be done as directed by the Owner. This guarantee shall also provide that where defects occur, the Contractor will assume responsibility for all expenses incurred in repairing and replacing work of other trades affected by defects, repairs or replacements in equipment supplied by the Contractor.

1.14 PERMITS AND FEES

- A. The Contractor shall give necessary notice, file drawings and specifications with the department having jurisdiction, obtain permits or licenses necessary to carry out this work and pay all fees

therefor. The Contractor shall arrange for inspection and tests of any or all parts of the work if so required by authorities and pay all charges for same. The Contractor shall pay all costs for, and furnish to the Owner before final billing, all certificates necessary as evidence that the work installed conforms with all regulations where they apply to this work.

PART 2 PRODUCTS

2.01 BASE BID MANUFACTURERS

- A. Base bid on materials or equipment are specified by name of manufacturer, brand or trade name and catalog reference.
- B. The choice will be optional with bidder where two or more manufacturers are named.
- C. Manufacturers, other than specified, will only be considered if at the time of bid, manufacturers' names and proposed substitutions are named and stated and the difference in base bid is indicated including changes in the cost of all affected work.

2.02 ACCESS DOORS

- A. Access doors will be provided under General Construction Work.
- B. Supply access doors as required for complete access. Installation shall be under General Construction Work. Minimum size shall be 12 in. x 12 in. Locating and setting will be performed after review.
- C. Provide for access doors as required for complete access. Minimum size shall be 12 in. x 12 in. Locating and setting will be performed after review.
- D. Access doors
 - 1. Flush type access doors shall be similar to Karp Type DSC-211 for wall installation, with No. 13 USSG steel doors and trim and No. 15 USSG steel frame, metal wings for keying into construction, concealed hinges and screwdriver operated stainless steel cam lock. Lift off type access door shall be similar to Karp Type DSC-212 where door cannot swing open.
 - 2. Factory finished white access doors shall be similar to Karp Type DSC-210 in acoustic tile ceilings, with NO. 13 USSG steel frame, No. 16 USSG steel pan door suitable for receiving tile thickness and hinges that are not visible when door is closed. Access doors shall be screwdriver operated, stainless steel cam locks finishing flush with tile with a minimum of (2) per door.
 - 3. Fire rated access doors shall be similar to Karp KRP-150-FR, in accordance with applicable code requirements.
 - 4. Access doors shall be shop-painted zinc chromate primer.

PART 3 EXECUTION

3.01 PAINTING

- A. Provide labor, materials and equipment necessary for field prime painting and apply in accordance with manufacturers' instructions.
- B. Apply zinc based primer with finish to match surroundings, to marred surfaces of steel equipment and raceways.
- C. Apply galvanized iron primer on panel and pull boxes, after fabrication.
- D. Apply hot dip galvanizing or dip in zinc based primer: junction boxes, conduit hangers, rods, inserts, and supports.
- E. Field apply zinc based primer coat on non-galvanized steel and iron work.

3.02 FIELD QUALITY CONTROL

- A. Perform tests as noted, and in the presence of the Engineer in accordance with authorities having jurisdiction.
- B. Provide required labor, materials, equipment, and connections necessary for tests and submit for review.
- C. Repair or replace defective work, as directed and pay for restoring or replacing damaged work of others, due to tests, as directed.

3.03 CLEANING

- A. Brush and clean work prior to concealing, painting and acceptance. Perform in stages if directed.
- B. Clean and repair painted exposed work, soiled or damaged, to match adjoining work before final acceptance.
- C. Remove debris from inside and outside of materials and equipment.

END OF SECTION

SECTION 26 0519 - LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Single conductor building wire.
- B. Wiring connectors.
- C. Electrical tape.
- D. Wire pulling lubricant.
- E. Cable ties.

1.02 RELATED REQUIREMENTS

- A. Section 07 8400 - Firestopping.

1.03 REFERENCE STANDARDS

- A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire; 2013.
- B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft; 2011.
- C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes; 2010 (Reapproved 2014).
- D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation; 2004 (Reapproved 2014).
- E. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape; 2010.
- F. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- G. NEMA WC 70 - Nonshielded Power Cable 2000 V or Less for the Distribution of Electrical Energy; 2009.
- H. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2013.
- I. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- J. UL 44 - Thermoset-Insulated Wires and Cables; Current Edition, Including All Revisions.
- K. UL 83 - Thermoplastic-Insulated Wires and Cables; Current Edition, Including All Revisions.
- L. UL 486A-486B - Wire Connectors; Current Edition, Including All Revisions.
- M. UL 486C - Splicing Wire Connectors; Current Edition, Including All Revisions.
- N. UL 486D - Sealed Wire Connector Systems; Current Edition, Including All Revisions.
- O. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:

1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
2. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.
3. Notify Engineer of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conductors and cables, including detailed information on materials, construction, ratings, listings, and available sizes, configurations, and stranding.

1.06 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.

1.08 FIELD CONDITIONS

- A. Do not install or otherwise handle thermoplastic-insulated conductors at temperatures lower than 14 degrees F, unless otherwise permitted by manufacturer's instructions. When installation below this temperature is unavoidable, notify Engineer and obtain direction before proceeding with work.

PART 2 PRODUCTS

2.01 CONDUCTOR AND CABLE APPLICATIONS

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
- B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.
- C. Provide grounded conductor with each circuit installed on the project.
- D. Nonmetallic-sheathed cable is not permitted.
- E. Underground feeder and branch-circuit cable is not permitted.
- F. Service entrance cable is not permitted.
- G. Armored cable is not permitted.
- H. Metal-clad cable is not permitted.

2.02 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.

- D. Comply with NEMA WC 70.
- E. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- F. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- G. Conductor Material:
 - 1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
 - 2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
 - 3. Tinned Copper Conductors: Comply with ASTM B33.
- H. Minimum Conductor Size:
 - 1. Branch Circuits: 12 AWG.
 - a. Exceptions:
 - 1) 20 A, 120 V circuits longer than 75 feet: 10 AWG, for voltage drop.
- I. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- J. Conductor Color Coding:
 - 1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
 - 2. Color Coding Method: Integrally colored insulation.
 - 3. Color Code:
 - a. 208Y/120 V, 3 Phase, 4 Wire System:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - 4) Neutral/Grounded: White.
 - b. Equipment Ground, All Systems: Green.
 - c. For modifications or additions to existing wiring systems, comply with existing color code when existing code complies with NFPA 70 and is approved by the authority having jurisdiction.

2.03 SINGLE CONDUCTOR BUILDING WIRE

- A. Manufacturers:
 - 1. Copper Building Wire:
 - a. Cerro Wire LLC: www.cerrowire.com/#sle.
 - b. Encore Wire Corporation: www.encorewire.com/#sle.
 - c. Southwire Company: www.southwire.com/#sle.
- B. Description: Single conductor insulated wire.
- C. Conductor Stranding:
 - 1. Feeders and Branch Circuits:
 - a. Size 10 AWG and Smaller: Solid.
 - b. Size 8 AWG and Larger: Stranded.
- D. Insulation Voltage Rating: 600 V.
- E. Insulation:
 - 1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.

2.04 WIRING CONNECTORS

- A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.
- B. Wiring Connectors for Splices and Taps:
 - 1. Copper Conductors Size 8 AWG and Smaller: Use twist-on insulated spring connectors.
- C. Wiring Connectors for Terminations:
 - 1. Provide terminal lugs for connecting conductors to equipment furnished with terminations designed for terminal lugs.
 - 2. Stranded Conductors Size 10 AWG and Smaller: Use crimped terminals for connections to terminal screws.
- D. Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees F for standard applications and 302 degrees F for high temperature applications; pre-filled with sealant and listed as complying with UL 486D for damp and wet locations.
 - 1. Manufacturers:
 - a. 3M: www.3m.com/#sle.
 - b. Ideal Industries, Inc: www.idealindustries.com/#sle.
 - c. NSI Industries LLC: www.nsiindustries.com/#sle.
- E. Mechanical Connectors: Provide bolted type or set-screw type.
 - 1. Manufacturers:
 - a. Burndy LLC: www.burndy.com.
 - b. Ilsco: www.ilsco.com/#sle.
 - c. Thomas & Betts Corporation: www.tnb.com/#sle.
- F. Crimped Terminals: Nylon-insulated, with insulation grip and terminal configuration suitable for connection to be made.

2.05 WIRING ACCESSORIES

- A. Electrical Tape:
 - 1. Manufacturers:
 - a. 3M: www.3m.com/#sle.
 - b. Plymouth Rubber Europa: www.plymouthrubber.com/#sle.
 - 2. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F and suitable for continuous temperature environment up to 221 degrees F.
- B. Wire Pulling Lubricant: Listed; suitable for use with the conductors or cables to be installed and suitable for use at the installation temperature.
- C. Cable Ties: Material and tensile strength rating suitable for application.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that work likely to damage wire and cable has been completed.
- B. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.
- C. Verify that field measurements are as indicated.

- D. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

- A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

3.03 INSTALLATION

- A. Circuiting Requirements:
1. Unless dimensioned, circuit routing indicated is diagrammatic.
 2. When circuit destination is indicated without specific routing, determine exact routing required.
 3. Arrange circuiting to minimize splices.
 4. Include circuit lengths required to install connected devices within 10 ft of location indicated.
- B. Install products in accordance with manufacturer's instructions.
- C. Perform work in accordance with NECA 1 (general workmanship).
- D. Installation in Raceway:
1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
 2. Pull all conductors and cables together into raceway at same time.
 3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
 4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.
- E. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
1. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conductors and cables to lay on ceiling tiles.
- F. Install conductors with a minimum of 12 inches of slack at each outlet.
- G. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- H. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.
- I. Make wiring connections using specified wiring connectors.
1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
 2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
 3. Do not remove conductor strands to facilitate insertion into connector.
 4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminants. Do not use wire brush on plated connector surfaces.
 5. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.

- J. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
- K. Insulate ends of spare conductors using vinyl insulating electrical tape.
- L. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400.
- M. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

3.04 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for additional requirements.
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Perform inspections and tests listed in NETA ATS, Section 7.3.2. The insulation resistance test is required for all conductors. The resistance test for parallel conductors listed as optional is not required.
- D. Correct deficiencies and replace damaged or defective conductors and cables.

END OF SECTION

SECTION 26 0529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Support and attachment requirements and components for equipment, conduit, cable, boxes, and other electrical work.

1.02 RELATED REQUIREMENTS

- A. Section 26 0533.13 - Conduit for Electrical Systems: Additional support and attachment requirements for conduits.
- B. Section 26 0533.16 - Boxes for Electrical Systems: Additional support and attachment requirements for boxes.
- C. Section 26 5600 - Exterior Lighting: Additional support and attachment requirements for exterior luminaires.

1.03 REFERENCE STANDARDS

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2015.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2009.
- C. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel; 2013.
- D. MFMA-4 - Metal Framing Standards Publication; 2004.
- E. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate sizes and arrangement of supports and bases with the actual equipment and components to be installed.
 - 2. Coordinate the work with other trades to provide additional framing and materials required for installation.
 - 3. Coordinate compatibility of support and attachment components with mounting surfaces at the installed locations.
 - 4. Coordinate the arrangement of supports with ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
 - 5. Notify Engineer of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

- A. Submit shop drawings and samples in accordance with "AIA Document 201".
- B. Shop Drawings: Include details for fabricated hangers and supports where materials or methods other than those indicated are proposed for substitution.
- C. Product Data: Provide manufacturer's catalog data for fastening systems.

- D. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

1.06 QUALITY ASSURANCE

- A. Comply with NFPA 70.
- B. Comply with applicable building code.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.
- B. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

PART 2 PRODUCTS

2.01 SUPPORT AND ATTACHMENT COMPONENTS

- A. General Requirements:
 - 1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of electrical work.
 - 2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.
 - 3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported with a minimum safety factor of 3. Include consideration for vibration, equipment operation, and shock loads where applicable.
 - 4. Do not use products for applications other than as permitted by NFPA 70 and product listing.
 - 5. Do not use wire, chain, perforated pipe strap, or wood for permanent supports unless specifically indicated or permitted.
 - 6. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
 - a. Indoor Dry Locations: Use zinc-plated steel or approved equivalent unless otherwise indicated.
 - b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel, stainless steel, or approved equivalent unless otherwise indicated.
 - c. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
 - d. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.
- B. Conduit and Cable Supports: Straps, clamps, etc. suitable for the conduit or cable to be supported.
 - 1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
 - 2. Conduit Clamps: Bolted type unless otherwise indicated.
 - 3. Manufacturers:
 - a. Cooper Crouse-Hinds, a division of Eaton Corporation: www.cooperindustries.com/#sle.
 - b. Erico International Corporation: www.erico.com/#sle.
 - c. O-Z/Gedney, a brand of Emerson Electric Co; _____: www.emerson.com/#sle.
 - d. Thomas & Betts Corporation: www.tnb.com/#sle.

- C. Outlet Box Supports: Hangers, brackets, etc. suitable for the boxes to be supported.
 - 1. Manufacturers:
 - a. Cooper Crouse-Hinds, a division of Eaton Corporation: www.cooperindustries.com/#sle.
 - b. Erico International Corporation: www.erico.com/#sle.
 - c. O-Z/Gedney, a brand of Emerson Electric Co; _____: www.emerson.com/#sle.
 - d. Thomas & Betts Corporation: www.tnb.com/#sle.
- D. Hanger Rods: Threaded zinc-plated steel unless otherwise indicated.
 - 1. Minimum Size, Unless Otherwise Indicated or Required:
 - a. Equipment Supports: 1/2 inch diameter.
 - b. Single Conduit up to 1 inch (27 mm) trade size: 1/4 inch diameter.
 - c. Outlet Boxes: 1/4 inch diameter.
- E. Anchors and Fasteners:
 - 1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.
 - 2. Concrete: Use preset concrete inserts, expansion anchors, or screw anchors.
 - 3. Solid or Grout-Filled Masonry: Use expansion anchors or screw anchors.
 - 4. Hollow Masonry: Use toggle bolts.
 - 5. Hollow Stud Walls: Use toggle bolts.
 - 6. Steel: Use beam clamps, machine bolts, or welded threaded studs.
 - 7. Preset Concrete Inserts: Continuous metal channel (strut) and spot inserts specifically designed to be cast in concrete ceilings, walls, and floors.
 - a. Comply with MFMA-4.
 - b. Channel Material: Use galvanized steel.
 - c. Manufacturer: Same as manufacturer of metal channel (strut) framing system.

2.02 MANUFACTURERS

- A. Thomas & Betts Corporation: www.tnb.com.
- B. Threaded Rod Company: www.threadedrod.com.
- C. SUPPLEMENTARY STEEL, CHANNELS AND SUPPORTS
 - 1. Furnish supplementary steel, channels, and supports required for proper installations, mounting, and support of electrical work.
 - 2. Connect supplementary steel and channels firmly to building construction in an accepted manner.
 - 3. Determine type and size of supporting channels and supplementary steel. Supplementary steel and channels shall be of sufficient strength and size to allow only a minimum deflection in conformance with manufacturers' requirements of loading.
 - 4. Install supplementary steel and channels in a neat and workmanlike manner parallel to walls, floors, and ceiling construction.
 - 5. All supplementary steel, channels and supports shall be submitted to the Structural Engineer for review.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive support and attachment components.

- C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- D. Unless specifically indicated or approved by Engineer, do not provide support from suspended ceiling support system or ceiling grid.
- E. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- F. Conduit Support and Attachment: Also comply with Section 26 0533.13.
- G. Box Support and Attachment: Also comply with Section 26 0533.16.
- H. Exterior Luminaire Support and Attachment: Also comply with Section 26 5600.
- I. Preset Concrete Inserts: Use manufacturer provided closure strips to inhibit concrete seepage during concrete pour.
- J. Secure fasteners according to manufacturer's recommended torque settings.
- K. Remove temporary supports.

3.03 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for additional requirements.
- B. Inspect support and attachment components for damage and defects.
- C. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- D. Correct deficiencies and replace damaged or defective support and attachment components.
- E. Install hangers and supports as required to adequately and securely support electrical system components, in a neat and workmanlike manner parallel to walls, floors, and ceiling construction. as specified in NECA 1.
 - 1. Obtain permission from Engineer before drilling or cutting structural members.
 - 2. Obtain permission from the Structural Engineer before drilling or cutting structural members.

END OF SECTION

SECTION 26 0533.13 - CONDUIT FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Galvanized steel rigid metal conduit (RMC).
- B. Intermediate metal conduit (IMC).
- C. PVC-coated galvanized steel rigid metal conduit (RMC).
- D. Electrical metallic tubing (EMT).
- E. Conduit fittings.

1.02 RELATED REQUIREMENTS

- A. Section 26 0519 - Low-Voltage Electrical Power Conductors and Cables.
- B. Grounding and Bonding for Electrical Systems.
- C. Hangers and Supports for Electrical Systems.

1.03 REFERENCE STANDARDS

- A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC); 2005.
- B. ANSI C80.3 - American National Standard for Steel Electrical Metallic Tubing (EMT); 2005.
- C. ANSI C80.5 - American National Standard for Electrical Rigid Aluminum Conduit (ERAC); 2005.
- D. ANSI C80.6 - American National Standard for Electrical Intermediate Metal Conduit (EIMC); 2005.
- E. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- F. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); 2013.
- G. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2012.
- H. NEMA RN 1 - Polyvinyl-Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit; 2005.
- I. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Conduit; 2013.
- J. NEMA TC 3 - Polyvinyl Chloride (PVC) Fittings for Use with Rigid PVC Conduit and Tubing; 2015.
- K. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- L. UL 6 - Electrical Rigid Metal Conduit-Steel; Current Edition, Including All Revisions.
- M. UL 514B - Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.
- N. UL 797 - Electrical Metallic Tubing-Steel; Current Edition, Including All Revisions.
- O. UL 1242 - Electrical Intermediate Metal Conduit-Steel; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate minimum sizes of conduits with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.

2. Coordinate the arrangement of conduits with structural members, ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
 3. Verify exact conduit termination locations required for boxes, enclosures, and equipment installed under other sections or by others.
 4. Coordinate the work with other trades to provide roof penetrations that preserve the integrity of the roofing system and do not void the roof warranty.
 5. Notify Engineer of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.
- B. Sequencing:
1. Do not begin installation of conductors and cables until installation of conduit is complete between outlet, junction and splicing points.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittals procedures.
- B. Product Data: Provide for metallic conduit, metallic tubing, fittings, and conduit bodies.

1.06 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for purpose specified and shown.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store conduit and fittings in accordance with manufacturer's instructions.
- B. Accept conduit on site. Inspect for damage.
- C. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.

PART 2 PRODUCTS

2.01 CONDUIT APPLICATIONS

- A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70 and product listing.
- B. Unless otherwise indicated and where not otherwise restricted, use the conduit types indicated for the specified applications. Where more than one listed application applies, comply with the most restrictive requirements. Where conduit type for a particular application is not specified, use galvanized steel rigid metal conduit.
- C. Embedded Within Concrete:
 1. Within Slab Above Ground (within structural slabs only where approved by Structural Engineer): Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or PVC-coated galvanized steel rigid metal conduit.
 2. Within Concrete Walls Above Ground: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or PVC-coated galvanized steel rigid metal conduit.
- D. Concealed Within Masonry Walls: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or electrical metallic tubing (EMT).
- E. Concealed Above Accessible Ceilings: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or electrical metallic tubing (EMT).

- F. Interior, Damp or Wet Locations: Use galvanized steel rigid metal conduit.
- G. Exposed, Interior, Not Subject to Physical Damage: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or electrical metallic tubing (EMT).
- H. Exposed, Interior, Subject to Physical Damage: Use galvanized steel rigid metal conduit or intermediate metal conduit (IMC).
- I. Exposed, Exterior: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or PVC-coated galvanized steel rigid metal conduit.

2.02 CONDUIT REQUIREMENTS

- A. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Minimum Conduit Size, Unless Otherwise Indicated:
 - 1. Branch Circuits: 3/4 inch (21 mm) trade size.
- D. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.03 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

- A. Manufacturers:
 - 1. Allied Tube & Conduit: www.alliedeg.com/#sle.
 - 2. Republic Conduit: www.republic-conduit.com/#sle.
 - 3. Wheatland Tube Company: www.wheatland.com/#sle.
- B. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.
- C. Fittings:
 - 1. Manufacturers:
 - a. Bridgeport Fittings Inc: www.bptfittings.com/#sle.
 - b. O-Z/Gedney, a brand of Emerson Electric Co: www.emerson.com/#sle.
 - c. Thomas & Betts Corporation: www.tnb.com/#sle.
 - 2. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 - 3. Material: Use steel or malleable iron.
 - 4. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

2.04 INTERMEDIATE METAL CONDUIT (IMC)

- A. Manufacturers:
 - 1. Allied Tube & Conduit: www.alliedeg.com/#sle.
 - 2. Republic Conduit: www.republic-conduit.com/#sle.
 - 3. Wheatland Tube Company: www.wheatland.com/#sle.
- B. Description: NFPA 70, Type IMC galvanized steel intermediate metal conduit complying with ANSI C80.6 and listed and labeled as complying with UL 1242.
- C. Fittings:
 - 1. Manufacturers:
 - a. Bridgeport Fittings Inc: www.bptfittings.com/#sle.
 - b. O-Z/Gedney, a brand of Emerson Electric Co: www.emerson.com/#sle.
 - c. Thomas & Betts Corporation: www.tnb.com/#sle.

2. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
3. Material: Use steel or malleable iron.
4. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.
- D. Conduit Size: Comply with NFPA 70.
 1. Minimum Size: 3/4 inch unless otherwise specified.
- E. Outdoor Locations Above Grade: Use rigid steel conduit, rigid aluminum conduit, intermediate metal conduit, or electrical metallic tubing.
- F. In Slab Above Grade:
 1. Use rigid steel conduit, intermediate metal conduit, electrical metallic tubing, or thickwall nonmetallic conduit.
 2. Maximum Size Conduit in Slab: 3/4 inch; 1/2 inch for conduits crossing each other.
- G. Wet and Damp Locations: Use rigid steel conduit, rigid aluminum conduit, intermediate metal conduit, or electrical metallic tubing.
- H. Dry Locations:
 1. Concealed: Use rigid steel conduit, rigid aluminum conduit, intermediate metal conduit, or electrical metallic tubing.
 2. Exposed: Use rigid steel conduit, rigid aluminum conduit, intermediate metal conduit, or electrical metallic tubing.
- I. Manufacturers:
 1. Contractor's Option.

2.05 PVC-COATED GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

- A. Manufacturers:
 1. Carlon
 2. Triangle
 3. Phelps Dodge
- B. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit with external polyvinyl chloride (PVC) coating complying with NEMA RN 1 and listed and labeled as complying with UL 6.
- C. Exterior Coating: Polyvinyl chloride (PVC), nominal thickness of 40 mil.
- D. PVC-Coated Fittings:
 1. Manufacturer: Same as manufacturer of PVC-coated conduit to be installed.
 2. Non-Hazardous Locations: Use fittings listed and labeled as complying with UL 514B.
 3. Material: Use steel or malleable iron.
 4. Exterior Coating: Polyvinyl chloride (PVC), minimum thickness of 40 mil.
- E. PVC-Coated Supports: Furnish with exterior coating of polyvinyl chloride (PVC), minimum thickness of 15 mil.

2.06 ELECTRICAL METALLIC TUBING (EMT)

- A. Manufacturers:
 1. Allied Tube & Conduit: www.alliedeg.com.
 2. Beck Manufacturing, Inc: www.beckmfg.com.
 3. Wheatland Tube Company: www.wheatland.com.

- B. Description: NFPA 70, Type EMT steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.
- C. Fittings:
 - 1. Manufacturers:
 - a. Bridgeport Fittings Inc: www.bptfittings.com/#sle.
 - b. O-Z/Gedney, a brand of Emerson Electric Co: www.emerson.com/#sle.
 - c. Thomas & Betts Corporation: www.tnb.com/#sle.
 - 2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 - 3. Material: Use steel or malleable iron.
 - 4. Connectors and Couplings: Use compression (gland) or set-screw type.
 - a. Do not use indenter type connectors and couplings.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive conduits.
- C. Verify that conditions are satisfactory for installation prior to starting work.
- D. Verify routing and termination locations of conduit prior to rough-in.
- E. Conduit routing is shown on drawings in approximate locations unless dimensioned. Route as required to complete wiring system.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Install galvanized steel rigid metal conduit (RMC) in accordance with NECA 101.
- D. Install intermediate metal conduit (IMC) in accordance with NECA 101.
- E. Install PVC-coated galvanized steel rigid metal conduit (RMC) using only tools approved by the manufacturer.
- F. Conduit Routing:
 - 1. Unless dimensioned, conduit routing indicated is diagrammatic.
 - 2. When conduit destination is indicated without specific routing, determine exact routing required.
 - 3. Conceal all conduits unless specifically indicated to be exposed.
 - 4. Conduits in the following areas may be exposed, unless otherwise indicated:
 - a. Electrical rooms.
 - b. Mechanical equipment rooms.
 - c. In back-of-house utility hallways on concourse level..
 - 5. Conduits installed underground or embedded in concrete may be routed in the shortest possible manner unless otherwise indicated. Route all other conduits parallel or perpendicular to building structure and surfaces, following surface contours where practical.
 - 6. Arrange conduit to provide no more than the equivalent of four 90 degree bends between pull points.
 - 7. Arrange conduit to provide no more than 150 feet between pull points.

8. Route conduits above water and drain piping where possible.
- G. Conduit Support:
 1. Secure and support conduits in accordance with NFPA 70 and Section 26 0529 using suitable supports and methods approved by the authority having jurisdiction.
 2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
 3. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conduits to lay on ceiling tiles.
 4. Use conduit strap to support single surface-mounted conduit.
 - a. Use clamp back spacer with conduit strap for damp and wet locations to provide space between conduit and mounting surface.
 5. Use conduit clamp to support single conduit from beam clamp or threaded rod.
 6. Use of wire for support of conduits is not permitted.
- H. Connections and Terminations:
 1. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
 2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
 3. Use suitable adapters where required to transition from one type of conduit to another.
 4. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
 5. Provide insulating bushings or insulated throats at all conduit terminations to protect conductors.
 6. Secure joints and connections to provide maximum mechanical strength and electrical continuity.
- I. Penetrations:
 1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
 2. Make penetrations perpendicular to surfaces unless otherwise indicated.
 3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
 4. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
 5. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400.
- J. Embedment Within Structural Concrete Slabs (only where approved by Structural Engineer):
 1. Maximum Conduit Size: 1 inch (27 mm) unless otherwise approved.
 2. Secure conduits to prevent floating or movement during pouring of concrete.
- K. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
 1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
 2. Where conduits are subject to earth movement by settlement or frost.
- L. Condensation Prevention: Where conduits cross barriers between areas of potential substantial temperature differential, provide sealing fitting or approved sealing compound at an

accessible point near the penetration to prevent condensation. This includes, but is not limited to:

1. Where conduits pass from outdoors into conditioned interior spaces.
2. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.

3.03 CLEANING

- A. Clean interior of conduits to remove moisture and foreign matter.

3.04 PROTECTION

- A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.
- B. Use conduit hubs to fasten conduit to sheet metal boxes in damp and wet locations.

3.05 INTERFACE WITH OTHER PRODUCTS

- A. Install conduit to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400.

END OF SECTION

SECTION 26 0533.16 - BOXES FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Outlet and device boxes up to 100 cubic inches, including those used as junction and pull boxes.

1.02 RELATED REQUIREMENTS

- A. Section 08 3100 - Access Doors and Panels: Panels for maintaining access to concealed boxes.
- B. Section 26 0529 - Hangers and Supports for Electrical Systems.
- C. Section 26 0533.13 - Conduit for Electrical Systems:
 - 1. Conduit bodies and other fittings.
 - 2. Additional requirements for locating boxes to limit conduit length and/or number of bends between pulling points.
- D. Section 26 0553 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2010.
- C. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2012.
- D. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; 2013.
- E. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. UL 514A - Metallic Outlet Boxes; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.
 - 2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
 - 3. Coordinate minimum sizes of boxes with the actual installed arrangement of conductors, clamps, support fittings, and devices, calculated according to NFPA 70.
 - 4. Coordinate minimum sizes of pull boxes with the actual installed arrangement of connected conduits, calculated according to NFPA 70.
 - 5. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted boxes where indicated.
 - 6. Notify Engineer of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

1.06 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 BOXES

- A. General Requirements:
 - 1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
 - 2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
 - 3. Provide products listed, classified, and labeled as suitable for the purpose intended.
 - 4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
 - 5. Provide grounding terminals within boxes where equipment grounding conductors terminate.
- B. Outlet and Device Boxes Up to 100 cubic inches, Including Those Used as Junction and Pull Boxes:
 - 1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.
 - 2. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
 - 3. Use cast iron boxes or cast aluminum boxes where exposed galvanized steel rigid metal conduit or exposed intermediate metal conduit (IMC) is used.
 - 4. Use suitable concrete type boxes where flush-mounted in concrete.
 - 5. Use suitable masonry type boxes where flush-mounted in masonry walls.
 - 6. Use raised covers suitable for the type of wall construction and device configuration where required.
 - 7. Do not use "through-wall" boxes designed for access from both sides of wall.
 - 8. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
 - 9. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
 - 10. Minimum Box Size, Unless Otherwise Indicated:
 - a. Wiring Devices (Other Than Communications Systems Outlets): 4 inch square by 1-1/2 inch deep (100 by 38 mm) trade size.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive boxes.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.

- B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Box Locations:
 - 1. Locate boxes to be accessible. Provide access panels in accordance with Section 08 3100 as required.
 - 2. Fire Resistance Rated Walls: Install flush-mounted boxes such that the required fire resistance will not be reduced.
 - 3. Locate junction and pull boxes as indicated, as required to facilitate installation of conductors, and to limit conduit length and/or number of bends between pulling points in accordance with Section 26 0533.13.
 - 4. Locate junction and pull boxes in the following areas, unless otherwise indicated or approved by the Architect:
 - a. Concealed above accessible suspended ceilings.
 - b. Electrical rooms.
- E. Box Supports:
 - 1. Secure and support boxes in accordance with NFPA 70 and Section 26 0529 using suitable supports and methods approved by the authority having jurisdiction.
 - 2. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.
 - 3. Installation Above Suspended Ceilings: Do not provide support from ceiling grid or ceiling support system.
- F. Install boxes plumb and level.
- G. Flush-Mounted Boxes:
 - 1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch or does not project beyond finished surface.
 - 2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.
 - 3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch at the edge of the box.
- H. Install boxes as required to preserve insulation integrity.
- I. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400.
- J. Close unused box openings.
- K. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.
- L. Identify boxes in accordance with Section 26 0553.
- M. Electrical boxes are shown on Drawings in approximate locations unless dimensioned.

1. Adjust box locations up to 10 feet if required to accommodate intended purpose.

3.03 CLEANING

- A. Clean interior of boxes to remove dirt, debris, plaster and other foreign material.

3.04 PROTECTION

- A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.
- B. Clean exposed surfaces and restore finish.

END OF SECTION

SECTION 26 0553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Electrical identification requirements.
- B. Wire and cable markers.
- C. Voltage markers.

1.02 RELATED REQUIREMENTS

- A. Section 09 9123 - Interior Painting.
- B. Section 26 0519 - Low-Voltage Electrical Power Conductors and Cables: Color coding for power conductors and cables 600 V and less; vinyl color coding electrical tape.

1.03 REFERENCE STANDARDS

- A. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 SUBMITTALS

- A. Submit shop drawings and samples in accordance with "AIA Document 201".
- B. Product Data: Provide catalog data for nameplates, labels, and markers.
- C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation and installation of product.

1.05 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

PART 2 PRODUCTS

2.01 IDENTIFICATION REQUIREMENTS

- A. Identification for Equipment:
 - 1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.
 - a. Panelboards:
 - 1) Identify power source and circuit number. Include location when not within sight of equipment.
 - 2) Use typewritten circuit directory to identify load(s) served for panelboards with a door. Identify spares and spaces using pencil.
- B. Identification for Conductors and Cables:
 - 1. Color Coding for Power Conductors 600 V and Less: Comply with Section 26 0519.
- C. Identification for Boxes:
 - 1. Use voltage markers to identify highest voltage present.

2.02 IDENTIFICATION NAMEPLATES AND LABELS

- A. Identification Labels:
 - 1. Manufacturers:
 - a. Brady Corporation: www.bradyid.com.
 - b. Brother International Corporation: www.brother-usa.com/#sle.

- c. Panduit Corp: www.panduit.com/#sle.
- 2. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
- 3. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.
- B. Nameplates: Engraved three-layer laminated plastic, white letters on black background.
- C. Letter Size:
 - 1. Use 1/8 inch letters for identifying individual equipment and loads.
 - 2. Use 1/4 inch letters for identifying grouped equipment and loads.

2.03 VOLTAGE MARKERS

- A. Manufacturers:
 - 1. Brady Corporation: www.bradyid.com.
 - 2. Brimar Industries, Inc: www.brimar.com/#sle.
 - 3. Seton Identification Products: www.seton.com.
- B. Markers for Boxes and Equipment Enclosures: Use factory pre-printed self-adhesive vinyl or self-adhesive vinyl cloth type markers.
- C. Minimum Size:
 - 1. Markers for Pull Boxes: 1 1/8 by 4 1/2 inches.
 - 2. Markers for Junction Boxes: 1/2 by 2 1/4 inches.
- D. Legend:
 - 1. Markers for Voltage Identification: Highest voltage present.
- E. Color: Black text on orange background unless otherwise indicated.
- F. Location: Furnish markers for each conduit longer than 6 feet.
- G. Spacing: 20 feet on center.

PART 3 EXECUTION

3.01 PREPARATION

- A. Clean surfaces to receive adhesive products according to manufacturer's instructions.
- B. Degrease and clean surfaces to receive nameplates and labels.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
 - 1. Interior Components: Legible from the point of access.
 - 2. Boxes: Outside face of cover.
 - 3. Conductors and Cables: Legible from the point of access.
- C. Install identification products centered, level, and parallel with lines of item being identified.
- D. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.
- E. Mark all handwritten text, where permitted, to be neat and legible.

3.03 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for additional requirements.

State University of New York Purchase College
Restoration of Four (4) Stairs at Performing Arts Center
Project Number: SU 111919

“Issued for Bid”

- B. Replace self-adhesive labels and markers that exhibit bubbles, wrinkles, curling or other signs of improper adhesion.
- C. Install nameplates and labels parallel to equipment lines.

END OF SECTION

SECTION 26 5600 - EXTERIOR LIGHTING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Exterior luminaires.

1.02 REFERENCE STANDARDS

- A. IEEE C2 - National Electrical Safety Code; 2012.
- B. IES LM-79 - Approved Method: Electrical and Photometric Measurements of Solid-State Lighting Products; 2008.
- C. IES LM-80 - Approved Method: Measuring Luminous Flux and Color Maintenance of LED Packages, Arrays, and Modules; Illuminating Engineering Society; 2015.
- D. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- E. NECA/IESNA 501 - Standard for Installing Exterior Lighting Systems; 2006.
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. UL 1598 - Luminaires; Current Edition, Including All Revisions.
- H. UL 8750 - Light Emitting Diode (LED) Equipment for Use in Lighting Products; Current Edition, Including All Revisions.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, weight, effective projected area (EPA), and installed accessories; include model number nomenclature clearly marked with all proposed features.
 - 1. LED Luminaires:
 - a. Include estimated useful life, calculated based on IES LM-80 test data.

1.04 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Receive, handle, and store products according to NECA/IESNA 501 and manufacturer's written instructions.
- B. Keep products in original manufacturer's packaging and protect from damage until ready for installation.

PART 2 PRODUCTS

2.01 LUMINAIRE TYPES

- A. Furnish products as indicated in luminaire schedule included on the drawings.

2.02 LUMINAIRES

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products that are listed and labeled as complying with UL 1598, where applicable.
- C. Provide products listed, classified, and labeled as suitable for the purpose intended.

- D. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, supports, trims, accessories, etc. as necessary for a complete operating system.
- E. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.
- F. Provide luminaires listed and labeled as suitable for wet locations unless otherwise indicated.
- G. LED Luminaires:
 - 1. Components: UL 8750 recognized or listed as applicable.
 - 2. Tested in accordance with IES LM-79 and IES LM-80.
 - 3. LED Estimated Useful Life: Minimum of 50,000 hours at 70 percent lumen maintenance, calculated based on IES LM-80 test data.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate conductors in accordance with NFPA 70.
- C. Verify that suitable support frames are installed where required.
- D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to luminaires.
- E. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Coordinate locations of outlet boxes provided under Section 26 0533.16 as required for installation of luminaires provided under this section.
- B. Install products in accordance with manufacturer's instructions.
- C. Install luminaires in accordance with NECA/IESNA 501.
- D. Provide required support and attachment in accordance with Section 26 0529.
- E. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.
- F. Wall-Mounted Luminaires: Unless otherwise indicated, specified mounting heights are to center of luminaire.
- G. Install accessories furnished with each luminaire.
- H. Bond products and metal accessories to branch circuit equipment grounding conductor.
- I. Install lamps in each luminaire.

3.03 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for additional requirements.
- B. Inspect each product for damage and defects.
- C. Operate each luminaire after installation and connection to verify proper operation.
- D. Correct wiring deficiencies and repair or replace damaged or defective products.

3.04 CLEANING

- A. Clean surfaces according to NECA/IESNA 501 and manufacturer's instructions to remove dirt, fingerprints, paint, or other foreign material and restore finishes to match original factory finish.

3.05 PROTECTION

- A. Protect installed luminaires from subsequent construction operations.

END OF SECTION



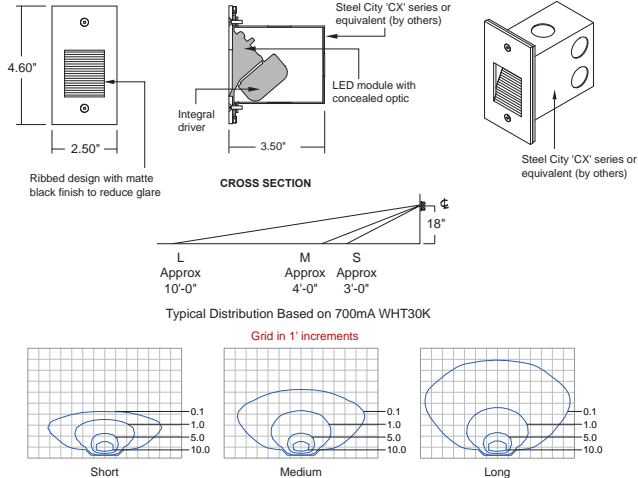
STEP 11 ✓

RECTANGLE

Type: EG - REVISED

Project: SUNY

Qty:



Construction

Die-cast housing with solid aluminum, brass, or stainless steel faceplate. Step11 is a surface mount step light that mounts over a Steel City 'CX' series or equivalent junction box (by others) with two visible fasteners.

Source

Light source is a single powerful LED available in five white color temperatures & six colored LED choices.

Optics

Concealed optic is available in three light distribution patterns. Short for narrow corridors, Medium for wide corridors, and Long for large area illumination.

Electrical

Integral electronic drivers are multi volt input 120-277V, & available in standard or 0-10V dimming. Non-dimming units consume 2.5W (350mA) or 3.5W (700mA). Dimming units consume 4W (350mA only).

Environment

ETL / cETL listed dry location or optional wet location.

Finish

Recessed surfaces have a ribbed design with matte black finish to reduce glare. Faceplates are available in five metal finishes with protective clear coat or one of seven polyester powder coat painted finishes. A primer only finish is also available for field painting.

Warranty

5-year limited warranty. Complete warranty terms located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx

Actual performance may differ as a result of end-user environment and application.

All values are design or typical values, measured under laboratory conditions at 25 °C.

Assembled in America (Buy American Act Compliant)

Performance Data

Dist.	Lumens	Lm/W
Short	50	14.1
Medium	60	17.3
Long	76	21.8

Performance data based on WHT30K non dimming. Use .5 lumen multiplier for 350mA drive current.

lighting facts®

See page 3 for lighting facts labels.

CATALOG NUMBER

Example: STEP11 RECT INT M LST1A 700MA WHT30K MVOLT SGB

STEP11	RECT	WL	L	LST1A	700MA	WHT30K
Series	Faceplate Shape	Environment	Distribution	Source	Drive Current	Color Temperature
STEP11 Step 11	RECT Rectangle	WL Wet Location INT Interior	S Short M Medium L Long	LST1A LED Step 1	350mA 350 Milliamps 700mA 700 Milliamps	WHT27K White (27K) BLU Blue WHT30K White (30K) GRN Green WHT35K White (35K) RED Red WHT40K White (40K) CYN Cyan WHT50K White (50K) RDO Red-Orange AMB Amber
MVOLT	BSS					Special
Voltage	Driver	Finish				
MVOLT Multi Volt 120V thru 277V	(Blank) Standard Driver DMD Dimming Driver (350mA only)	BA Brushed Aluminum BB Brushed Brass BSS Brushed Stainless Steel PB Polished Brass PSS Polished Stainless Steel	ABP Antique Brass Paint BBP Brushed Brass Paint LBPS Light Bronze Paint Smooth LSP Light Silver PGP Pale Gold	SGB Semi Gloss Black SGW Semi Gloss White PRM Primer Only CPF* Custom Paint Finish CMF* Custom Metal Finish	MOD* Modification / Consult Factory	

Describe Modification:

Notes

- *Available by modification only. Consult factory.

STEP11

RECTANGLE

Type: **EG - REVISED**
Project: **SUNY**
Qty:

WIRING & DIMMING

POWER SUPPLY / DIMMING

Dimming drivers require a 0-10V fluorescent-type dimming control.

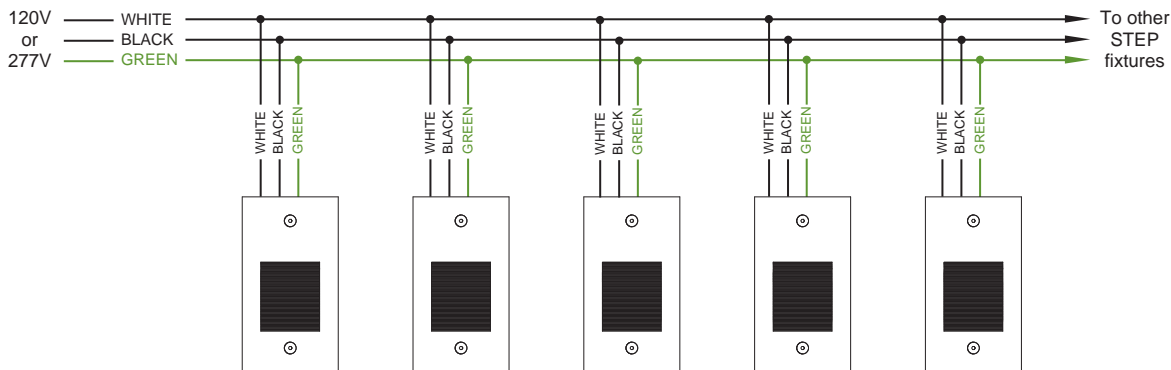
Read all instructions before installation. Do not make live connections!

NON-DIMMING INSTALLATIONS

Connect STEP WHITE wire to power NEUTRAL.

Connect STEP BLACK wire to power HOT.

Connect STEP GREEN wire to power GROUND.



DIMMING INSTALLATIONS

The integral dimming driver is designed to the 0-10V IEC dimming specification 60929 and is compatible with common 0-10V dimmers and dimming systems.

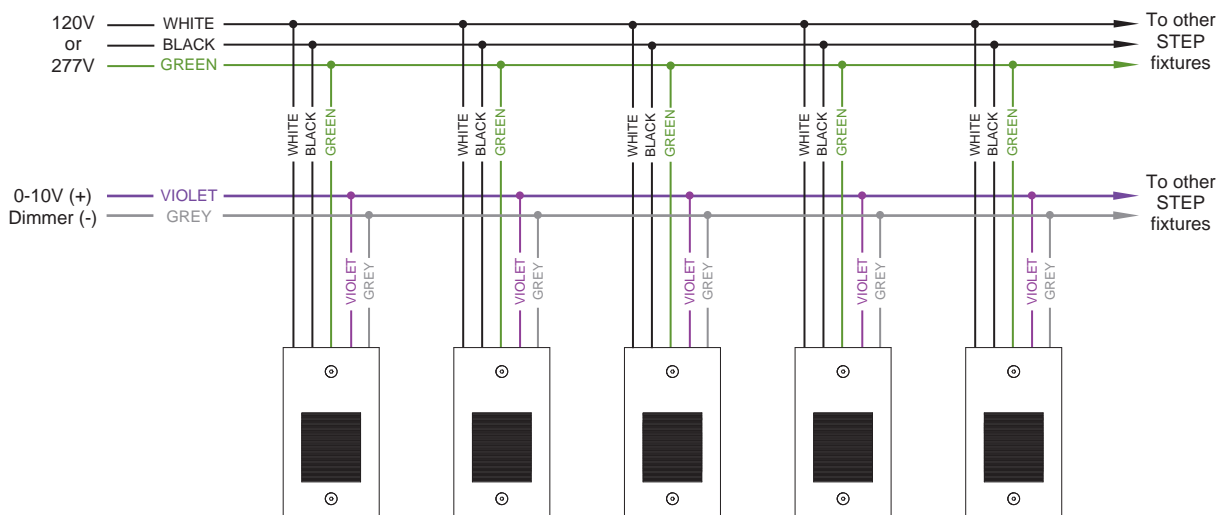
Do NOT connect line voltage to dimming input wires.

Connect STEP WHITE wire to power NEUTRAL.

Connect STEP BLACK wire to power HOT.

Connect STEP VIOLET wire to POSITIVE INPUT of Dimming Control.

Connect STEP GREY wire to NEGATIVE INPUT of Dimming Control.



STEP11

RECTANGLE

Type: EG - REVISED
Project: SUNY
Qty:

LIGHTING FACTS

LED lighting facts®
A Program of the U.S. DOE

Light Output (Lumens)	76
Watts	3.49
Lumens per Watt (Efficacy)	21

Color Accuracy Color Rendering Index (CRI)	86
---	----

Light Color
Correlated Color Temperature (CCT) 3202 (Bright White)

2700K 3000K 4500K 6500K

Warranty** Yes

All results, except LED Lumen Maintenance, are according to IESNA LM-79-2008, Approved Method for the Electrical and Photometric Testing of Solid-State Lighting. The U.S. Department of Energy (DOE) verifies product test data and results.

** See www.lightingfacts.com/products for details.

Registration Number: NJSM-8YSLRJ (9/20/2012)
Model Number: LED-STEP11-RECT-L-30KHO-ND120V
Type: Other

LED lighting facts®
A Program of the U.S. DOE

Light Output (Lumens)	60
Watts	3.47
Lumens per Watt (Efficacy)	17

Color Accuracy Color Rendering Index (CRI)	86
---	----

Light Color
Correlated Color Temperature (CCT) 3213 (Bright White)

2700K 3000K 4500K 6500K

Warranty** Yes

All results, except LED Lumen Maintenance, are according to IESNA LM-79-2008, Approved Method for the Electrical and Photometric Testing of Solid-State Lighting. The U.S. Department of Energy (DOE) verifies product test data and results.

** See www.lightingfacts.com/products for details.

Registration Number: NJSM-4XL28G (9/20/2012)
Model Number: LED-STEP11-RECT-M-30KHO-ND120V
Type: Other

LED lighting facts®
A Program of the U.S. DOE

Light Output (Lumens)	50
Watts	3.54
Lumens per Watt (Efficacy)	14

Color Accuracy Color Rendering Index (CRI)	86
---	----

Light Color
Correlated Color Temperature (CCT) 3217 (Bright White)

2700K 3000K 4500K 6500K

Warranty** Yes

All results, except LED Lumen Maintenance, are according to IESNA LM-79-2008, Approved Method for the Electrical and Photometric Testing of Solid-State Lighting. The U.S. Department of Energy (DOE) verifies product test data and results.

** See www.lightingfacts.com/products for details.

Registration Number: NJSM-3AMJT2 (9/20/2012)
Model Number: LED-STEP11-RECT-S-30KHO-ND120V
Type: Other

STEP LIGHTING

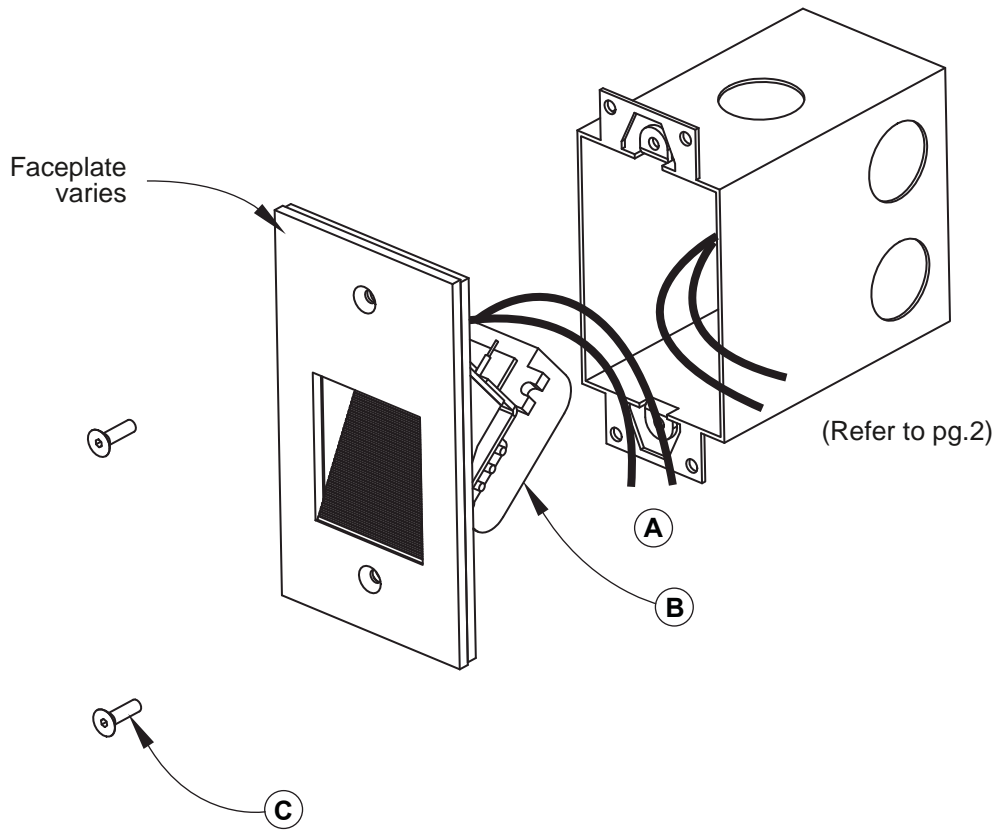
STEP11 - WET LOCATION

INSTALLATION INSTRUCTIONS

READ ALL INSTRUCTIONS BEFORE INSTALLATION!

WET LOCATION

The **STEP11** is designed to mount to a standard switch box mounted flush to the wall surface. A box with a minimum depth of 2-1/8" is required. The Steel City "CX" series is recommended.



INSTALLATION STEPS

1. Refer to the wiring diagrams on page 2 to determine appropriate connections for the project.
2. Connect supply wires to driver input wires (A) per wiring diagram.
3. Remove and discard nuts holding screws (C) to LED unit and faceplate (B). Do not separate LED unit from faceplate.
4. Apply silicone sealant to gasket on back of faceplate.
5. Set LED unit in box and align holes in faceplate to holes in box.
6. Thread screws (D) through faceplate and LED unit securing fixture to switchbox.

MAINTENANCE AND CLEANING

No regular maintenance is required. The LED module and driver are non-serviceable components with a 50,000 hour operating life to 70% initial output. At 100,000 hours, light output will be approximately 50% of initial. Clean the fixture with a soft cloth moistened with mild soap and water. Do not spray wet label fixtures with high-pressure water.

STEP LIGHTING

STEP11 / 12 / 13

WIRING AND DIMMING

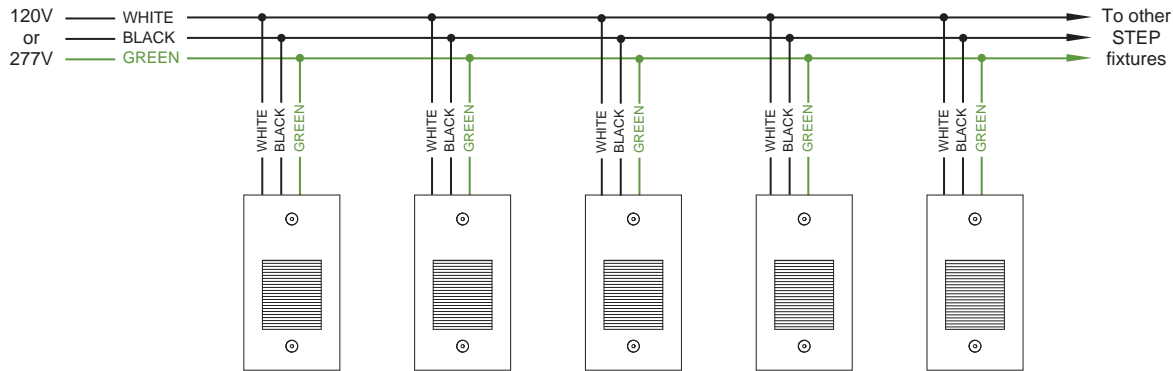
POWER SUPPLY / DIMMING

All STEPS models are available with Dimming and Non-Dimming internal drivers in both 120V and 277V input versions. Dimming drivers require a 0-10V fluorescent-type dimming control.

Read all instructions before installation. Do not make live connections!

NON-DIMMING INSTALLATIONS

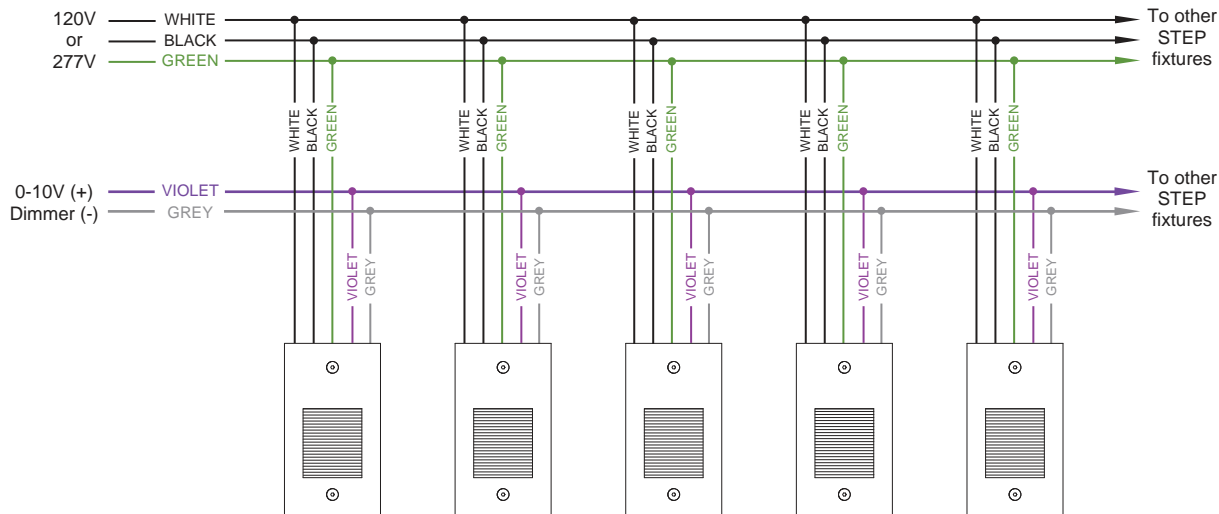
Connect STEP **WHITE** wire to power **NEUTRAL**.
Connect STEP **BLACK** wire to power **HOT**.
Connect STEP **GREEN** wire to power **GROUND**.



DIMMING INSTALLATIONS

The integral dimming driver is designed to the 0-10V IEC dimming specification 60929 and is compatible with common 0-10V dimmers and dimming systems. Do NOT connect line voltage to dimming input wires.

Connect STEP **WHITE** wire to power **NEUTRAL**.
Connect STEP **BLACK** wire to power **HOT**.
Connect STEP **VIOLET** wire to **POSITIVE INPUT** of Dimming Control.
Connect STEP **GREY** wire to **NEGATIVE INPUT** of Dimming Control.



State University of New York
Construction Agreement

This Agreement (referred to alternately as "Agreement" or "Contract") made as of the [REDACTED] day of [REDACTED], 20[REDACTED], for Contract Number [REDACTED] 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 **Purchase College** located at **735 Anderson Hill Road, Purchase, New York 10577** hereinafter referred to as "University" and [REDACTED] having its principal office located at [REDACTED], and a Federal ID or Social Security No. of {insert number}, hereinafter referred to as "the Contractor."

WITNESSETH:

The parties hereto agree that the Contractor shall:

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

Project Number SU-111919 REBID
Restoration of Four (4) Stairs at the Performing Arts Center
At Purchase College, SUNY

in strict accordance with the Contract Documents; and

(b) complete all work necessary for substantial completion by **within 365 days** after the date of the Notice to Proceed, or within the time to which such completion may have been extended in accordance with the Contract Documents;

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

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

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

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

State University of New York
Construction Agreement

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 Construction University
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 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

State University of New York
Construction Agreement

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 and A-1, (b) Addenda (later dates to take preference over earlier dates); (c) Amendments to Agreement; (d) Agreement; (e) Bidding Documents; (f) Specifications; (g) Schedules (i.e. finish schedules); (h) Large scale detail Drawings (detail drawings having a scale of 3/4" and over); (i) 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); (j) Small scale detail Drawings (detail drawings having a scale of less than 3/4"); and (k) 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 Contractors 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.

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.

State University of New York
Construction Agreement

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:

Purchase College

Name: Elizabeth Pleva

Title: Director of Procurement and Accounts Payable

Address: 735 Anderson Hill Road, Purchase, New York 10577

Telephone Number: 914-251-6070

{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) 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.

State University of New York
Construction Agreement

- (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

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

Section 2.04 Omitted Work

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

Section 2.05 Extra Work

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

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- (4) Notwithstanding the provisions of Section 2.02 of the Agreement and any other provisions of the Contract Documents to the contrary, the University, after conferring with the Consultant, shall have the right to overrule a determination or decision of the Consultant, that relates to whether certain work is included in the Contract Documents or is extra work, which the University believes is incorrect; in the event the University exercises such right, that determination or decision shall be final, conclusive and binding upon the Contractor and the University unless the same shall be determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith.

Section 2.06 Contractor to Give Personal Attention

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

Section 2.07 Employment of Workers

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

Section 2.08 Detailed Drawings and Instructions

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

Section 2.09 Contract Documents to Be Kept at Site

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

Section 2.10 Permits and Building Codes

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

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Section 2.11 Surveys

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

Section 2.12 Site Conditions

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

Section 2.13 Right to Change Location

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

Section 2.14 Unforeseen Difficulties

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

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Section 2.15 Moving Materials and Equipment

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

Section 2.16 Other Contracts

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

Section 2.17 Inspection and Testing

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

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

Section 2.18 Subcontractors

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

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satisfactory evidence to the Consultant of the same type and amount of liability insurance as that required of the Contractor by Section 5.06 of the Agreement; and (c) except for subcontractors designated by the University pursuant to the provisions of the Information for Bidders, it has been approved by the Consultant.

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

Section 2.19 Shop Drawings and Samples

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

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Contractor submitting the Sample. Transportation charges to the Consultant must be prepaid on Samples forwarded to it.

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

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University together with a markup upon such hard costs in the amount of 15% in the review or evaluation of any substitutions for methods, products or performance pursuant to this Section 2.19.

Section 2.20 Equivalents - Approved Equal

(1) Equivalents or Approvals - General

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

(2) Equivalents or Approvals After Bidding

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

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

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

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

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

Section 2.21 Patents, Trademarks and Copyrights

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

Section 2.22 Possession Prior to Completion

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

Section 2.23 Completion and Acceptance

(1) Partial Completion

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

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(2) Substantial Completion

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

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

(3) Final Completion and Acceptance

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

Section 2.24 Record Drawings

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

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corrected copy of the Record Drawings. Acceptance of the Record Drawings by the University is a condition precedent to the Contractor's entitlement to receive Final Payment.

Section 2.25 Guarantees

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

Section 2.26 Default of Contractor

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

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

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- (9) In case the University shall declare the Contractor in default as to a part of the work only, the Contractor shall discontinue such part, shall continue performing the remainder of the work in strict conformity with the terms of the Contract, and shall in no way hinder or interfere with any other contractors or persons whom the University may engage to complete the work as to which the Contractor was declared in default.
- (10) The provisions relating to declaring the Contractor in default as to the entire work shall be equally applicable to a declaration of partial default, except that the University shall be entitled to utilize for completion of the part of the work as to which the Contractor was declared in default only such plant, materials, equipment, tools and supplies as had been previously used by the Contractor on such part.
- (11) In completing the whole or any part of the work, the Consultant and the University shall have the power to depart from, change or vary the terms and provisions of the Contract; provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variations, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the Consultant's certificate of the cost of completion, nor shall it constitute a defense to any action to recover the amount by which such certificate exceeds the amount which would have been payable to the Contractor hereunder but for its default.
- (12) The provisions of this Section shall be in addition to any and all other legal or equitable remedies provided by this Agreement and otherwise applicable by law.

Section 2.27 Termination for Convenience

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

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

Article III
Time of Performance

Section 3.01 Commencement, Prosecution and Completion of Work

- (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

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that all work covered by the Contract shall be substantially completed and performed on or before the time specified on page one of the Agreement.

- (2) The Contractor further agrees that time is of the essence in this Agreement and that all the work shall be prosecuted in such manner and with sufficient plant and forces to complete all work timely.

Section 3.02 Time Progress Schedule

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

Section 3.03 Time Progress Schedule for Shop Drawings and Samples

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

Section 3.04 Notice of Conditions Causing Delay

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

Section 3.05 Extension of Time

- (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

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and the University of such condition. Full and complete compliance with this paragraph 3.05(1) is a condition precedent to the Contractor obtaining an extension of time for performance of any portion or all of its work.

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

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relinquishment of all such rights, claims and privileges to request or obtain an extension of time for the performance of Contractor's work.

Article IV
Payment

Section 4.01 Compensation to Be Paid Contractor

The University shall pay to the Contractor and the latter shall accept as full and complete payment for the performance of this Agreement, subject to additions or deductions as provided herein, the sum of **dollars (\$«Total_Bid»)**, which sum is the amount of the Contract consideration.

Section 4.02 Value of Omitted and Extra Work

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

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

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

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

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

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

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

Section 4.03 Adjustment for Bond and Insurance Premiums

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

Section 4.04 Unit Prices

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

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Section 4.05 Allowances

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

Section 4.05A Field Orders

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

Section 4.06 Deductions for Unperformed and/or Uncorrected Work

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

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satisfactorily performed in accordance with the Contract or which is equal to the cost of performing the corrective work, whichever shall be the higher amount.

Section 4.07 Liquidated Damages

In the event that the Contractor shall fail to substantially complete all the work within the time fixed for such completion on page one of this agreement, or within the time to which such completion may have been extended or in the event that the Contractor abandons the work and the same is not substantially completed within the aforesaid time for such completion, the Contractor must pay to the University as damages for each calendar day of delay in completing the work the amount set forth on page one of the 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) 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

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Contractor, to an amount equal to two (2) times the cost, estimated by the Consultant, of performing, in accordance with the Contract, all uncompleted, unaccepted and corrective work, plus an amount necessary, in the University's judgment, to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. As the remaining items of work are satisfactorily completed or corrected, the University shall make progress payments to the Contractor, on the basis of applications submitted by the Contractor and approved by the University and the Consultant, covering said items of work less an amount necessary, in the University's judgment, to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged.

Section 4.11 Applications for Progress Payments

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

Section 4.12 Progress Payments for Materials Delivered to Site

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

Section 4.13 Transfer of Title to Materials Delivered to Site

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

Section 4.14 Progress Payments for Materials Stored Off Site

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

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thereof, which policy shall be maintained, at the sole cost and expense of the Contractor, until said materials and equipment have been incorporated into the Project. The said insurance policy shall contain a provision that the loss, if any, is to be made adjustable with and payable to the University as trustee for the insured, i.e., the University and the Contractor, and a provision that it shall not be changed or cancelled and that it will be automatically renewed upon expiration and continued in force unless the University is given thirty (30) 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

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therewith or fails to satisfy the University that the Contractor, with good cause, has sufficiently provided for the payment and/or satisfaction of claims for said material and labor.

Section 4.16 Lien Law

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

Section 4.17 Substitution of Securities for Retainage

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

Section 4.18 Final Payment

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

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

Section 4.19 Acceptance of Final Payment

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

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Section 4.20 Guarantee Payment

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

Section 4.21 Acceptance of Guarantee Payment

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

Section 4.22 Contractor Limited to Money Damages

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

Section 4.23 No Estoppel or Waiver

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

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rights or remedies to which the University may be entitled because of any breach thereof, excepting only a written instrument expressly providing for such release or waiver. No cancellation, rescission or annulment hereof, in whole or as to any part of the Contract, because of any breach hereof, shall be deemed a waiver of any money damages to which the University may be entitled because of such breach. No waiver by the University of any breach of the Contract shall be deemed to be a waiver of any other or any subsequent breach.

Section 4.24 Limitation of Actions

- (1) No action or proceeding shall be maintained by the Contractor, or anyone claiming under or through the Contractor, against the University, or its trustees, officers, agents or employees, upon any claim arising out of or based upon the Contract or any breach thereof or by reason of any act or omission or requirement of the University, or its trustees, officers, agents or employees, unless:
- a. Such action or proceeding is instituted in the Supreme Court of the State of New York in and for the County of Albany;
 - 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. All claims and disputes which are subject to or related to this Agreement and the Project shall be subject to non-binding mediation, at the sole option and discretion of the University. Should the University at its sole option and in the exercise of its sole discretion elect to mediate under this clause, then a letter from the University indicating the completion of such mediation shall be a condition precedent to any litigation by Contractor against the University or the State of New York. In the absence of the University exercising its right to proceed to mediation, the condition precedent to any litigation against the University of the State of New York, shall be a letter citing that the University declines its rights under this clause. The costs of any mediation shall be paid equally by the parties to the mediation.
- (2) Notwithstanding anything in the laws of the State of New York to the contrary, the Contractor, or anyone claiming under or through the Contractor, shall not be entitled to any additional time to begin anew any other action if an action commenced within the times herein specified is dismissed or discontinued for any reason whatsoever.

Section 4.25 Electronic Payments

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

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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.
- (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

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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 Compensation and Liability Insurance

(1) General Requirements

- a. Prior to the commencement of the work to be performed by the Contractor, the Contractor shall procure at its sole cost and expense, and maintain in force at all times during this Agreement until Final Payment and as further required by the Contract, policies of insurance as herein set forth below. All insurance shall be written by insurance carriers approved by the University, licensed to do business in the State of New York ("admitted" carriers), and rated at least "A-" by A.M. Best Company.
- b. Prior to the commencement of the work, the Contractor shall submit to the University, certificates of insurance, in a form acceptable to the University, showing evidence of compliance with all insurance requirements contained in this Agreement. Certificates of Insurance (with the exception of Workers' Compensation and Disability) must be provided on an ACORD 25 Certificate of Insurance, or an equivalent form. Certificates of Insurance shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract; specify the additional insureds and named insureds as required herein; and be signed by an authorized representative of the insurance carrier or producer. Deductibles or self-insured retentions above \$25,000 are subject to approval by the University and additional security may be required. Certificates shall reference the Contract number. Only original documents will be accepted.
- c. All insurance shall provide that the required coverage apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to the University for any claim arising from the Contractor's

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work under this Agreement, or as a result of Contractor's activities. Any other insurance maintained by the University shall be in excess of and shall not contribute with the Contractor's insurance, regardless of the "other insurance" clause contained in the University's own policy of insurance. A copy of the endorsement reflecting this requirement may be requested by the University.

- d. Not less than thirty days prior to the expiration date or renewal date, the Contractor shall supply the University with updated replacement certificates 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. If, 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, the University shall have the options 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. At any time the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in the Agreement the Contractor shall immediately cease Work on the Project. The Contractor shall not resume Work on the Project until authorized to do so by the University. Any delay or time lost as a result of the Contractor not having insurance required by the Agreement shall not give rise to a delay claim or any other claim against the University. If required by the University, Contractor shall deliver to the University within forty-five (45) days of such request, a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete.
 - e. Should the Contractor engage a subcontractor, the Contractor shall impose the insurance requirements of this document on those entities, as applicable. Required insurance limits should be determined commensurate with the work of the subcontractor. Contractor shall keep the subcontractor certificates of insurance on file and produce them upon the demand of the University.
 - f. The aggregate insurance limits set forth herein shall apply separately to each contract for which a certificate of insurance and/or policy is issued.
 - g. Unless otherwise agreed to in writing by the University, policies must be endorsed to provide that there shall be no right of subrogation against the University. To the extent that any of the policies of insurance prohibit such a waiver of subrogation, Contractor shall secure the necessary permission to make this waiver.
 - h. Except as otherwise specifically provided herein or agreed in writing, policies must be written on an occurrence basis. The insurance policy(ies) shall name the State University Construction Fund, State University of New York, State of New York, its officers, agents, and employees as additional insureds thereunder. The additional insured requirement does not apply to Workers' Compensation or Disability coverage. Include ISO Endorsement CG 20 10 11 85 or its equivalent.
- (2) Specific Coverage and Limits
- The Contractor shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of the Contract, or as required by law, whichever is greater:

- a. Commercial General Liability Insurance. A Commercial General Liability 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, blanket contractual liability including tort liability of another assumed in Contract, liability arising from all work and operations under this Agreement, defense and indemnification obligations, including those assumed under Contract, cross liability coverage for additional insureds, products/completed operations for a term no less than three years commencing upon acceptance of the work, explosion, collapse, and underground hazards, contractor means and methods, and liability resulting from Section 240 or Section 241 of the NYS Labor Law. The limits under such policy shall not be less than \$2,000,000.00.
 - a. *\$2,000,000 each occurrence; \$2,000,000 general aggregate; and products/completed operations with an aggregate limit of \$2,000,000.*

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- b. Workers Compensation and Disability Benefits as required by New York State.
- c. Comprehensive Business Automobile Liability Insurance. A policy with a combined single limit for bodily injury and property damage of no less than \$1,000,000 covering liability arising out of the use of any motor vehicle in connection with the work, 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 Contract involves the removal of hazardous waste from the project site or otherwise transporting hazardous materials, pollution liability coverage for covered autos shall be provided by form CA 99 48 03 06 or CA 00 12 03 06 and the Motor Carrier Act Endorsement (MCS90) shall be attached.
- d. Umbrella and Excess Liability. When the limits of the Commercial General Liability, Auto, and/or Employers Liability policies procured are insufficient to meet the limits specified, 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 insured shall be considered 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.
- e. Owner's Protective Liability Insurance. A policy issued to and covering the liability for damages imposed by law upon 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, with respect to all operations under the Contract by the Contractor and its subcontractors, and/or their interest in the Project and the property upon which work under the Contract is to be performed, including omissions and supervisory acts of the former. Said insurance policy limits shall be no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.
- f. Asbestos Abatement Insurance. A liability insurance policy issued to and covering the liability, of the Contractor and/or subcontractor engaged in the removal, handling or wrapping of asbestos, if any of such work is to be performed under the Contract, for bodily injury, illness, sickness or property damage caused by exposure to asbestos in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The Contractor and/or its aforesaid subcontractor shall either obtain an endorsement to the aforesaid required insurance policy adding 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, as additional parties insured thereunder or shall obtain a separate owner's protective liability insurance policy for such parties with coverage similar to that required by the first sentence of this subdivision. In addition, any Contractor or subcontractor engaged in the removal, handling, or wrapping of asbestos shall, to the fullest extent permitted by law, hold harmless and indemnify 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, 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.

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,

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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 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 to do business in the State of New York ("admitted" carrier), and rated at least "A-" by A.M. Best Company.

Section 5.08 Effect of Procurement of Insurance

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

Section 5.09 No Third Party Rights

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

Article VI

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

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

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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.

Article VIII
Vendor Responsibility

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

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

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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.

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In accordance with the Memorandum of Understanding (MOU) dated as of August 15, 2019 by and between the Governor, the Office of State Comptroller (State Comptroller), the University and other entities, certain University contracts (Covered Contracts) are subject to review by the State Comptroller.

As such a Covered 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 State Comptroller and filed in his or her office; provided however that if the State Comptroller does not approve or reject this Agreement within the time period specified in the MOU, then this Agreement shall be valid and enforceable without such approval.

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

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

Agency Certification:

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

Contract Number: *Insert Contract Number*

Insert Contractor Name

STATE UNIVERSITY OF NEW YORK

Sign: _____ Date: _____

Sign: _____ Date: _____

Print: _____

Print: _____

Title: _____

Title: _____

APPROVED BY ATTORNEY GENERAL:

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

_____ Date: _____

_____ Date: _____

By:

By:

If Corporation, affix Corporate Seal

ACKNOWLEDGMENTS

(ACKNOWLEDGMENT BY AN INDIVIDUAL)

Public

Notary

Public

Notary

Notary Public

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Schedule I, II, III

SCHEDULE I

Unit Prices

Refer to Section 4.04 of the Agreement for additional information.

<u>Work or Material Description</u>	<u>Amount in Words</u>	<u>Amount in Figures</u>
1. REPLACE BRICK VENEER (INSTALLED) IN EXCESS OF 6360 SF		\$_____/SF
2. REMOVE & REPLACE CONCRETE SIDEWALK IN EXCESS OF 800 SF		\$_____/SF
3. BRICK CONTROL JOINTS IN EXCESS OF 110 LF		\$_____/LF
4. REMOVE, STOCKPILE & RESET EXISTING COPING STONES IN EXCESS OF 400 SF		\$_____/SF
5. NEW STAINLESS STEEL (S.S.) HANDRAILS IN EXCESS OF 600 LF (Excluding hand railings included in Alternate #2.)		\$_____/LF
6. NEW S.S. GUARD RAILS IN EXCESS OF 140 LF		\$_____/LF
7. REMOVE & REPLACE EXISTING S.S. GUARD RAILS IN EXCESS OF 40 LF		\$_____/LF
8. CONDUCT BRICK REPAIRS IN EXCESS OF 1072 SF		\$-----/SF
9. PLAZA RESTORATION IN EXCESS OF 320 SF		\$_____/SF
10. REPLACE STEP LIGHT FIXTURES IN EXCESS OF 21 FIXTURES (Excluding step lights included in Alternate #1.)		\$_____/LT.
11. HELI-TIE INSTALLATIONS IN EXCESS OF 210 TIES		\$_____/TIE
12. VERTICAL & OVERHEAD CONC. SPALL REPAIRS IN EXCESS OF 400 sf		\$_____/SF
13. HORIZONTAL CONCRETE SPALL REPAIRS IN EXCESS OF 500 SF		\$_____/SF
14. INSTALL DETECTABLE WARNING INSERTS IN EXCESS OF 120 SF		\$_____/SF
15. REPLACE GRANITE COPING STONES WITH 2" THERMAL BLUESTONE . SET IN MINI MORTAR EXTENDING MIN. OF 1" BEYOND BRICK FACES THERMAL BLUESTONES SHALL HAVE FOUR (4) SAWN EDGES, A SAWN BACK, AND A THERMAL (FLAMED) TOP SURFACE		\$_____/SF

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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.

Work or Material Description _____	Amount in Words	Amount in Figures
---------------------------------------	-----------------	-------------------

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)

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.** In accordance with Section 112 of the State Finance Law and Section 355 of the Education Law, if this contract exceeds \$250,000, or, if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, 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, or the pertinent pre-audit review period has elapsed. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation

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

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

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

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

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

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

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

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

Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

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

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

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

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as

refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992.

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

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

NYS Department of Economic Development
Division for Small Business

Albany, NY 12245
Tel: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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
New York, NY 10017
212-803-2414

email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.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 October 2019, 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; State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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.

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

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

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

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

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

31. Hospital Retained Authority: 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,

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/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:

<https://ogs.ny.gov/list-entities-determined--be-non-responsive-biddersofferers-pursuant-nys-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.

management and/or clinical services. The Hospital retains the right to approve, at its sole discretion, any facility debt. The Hospital retains the right to approve, at its sole discretion, settlements of administrative proceeding or litigation to which the facility is a party. No powers specifically reserved to the Hospital may be delegated to, or shared by, the Contractor or any other person. In addition, if there is any disagreement between the parties to this Agreement regarding control between the Hospital and the Contractor, the terms of this Section shall control.

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

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

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

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

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

MINORITY-OWNED BUSINESS ENTERPRISE herein referred to as

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

employees to be utilized on the State Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ensure compliance by every Subcontractor with these provisions.

6. MWBE Utilization Plan.

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

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

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

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

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

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

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

Contractor intends to use to perform the State contract;

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

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

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

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

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

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

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

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

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

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

7. Waivers.

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

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

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

8. MWBE Contractor Compliance Report.

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

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

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

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

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

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

construction, demolition, replacement, major repair or renovation of real property and improvements thereon, Contractor shall exert good faith efforts to achieve a participation goal of 25 percent (25%) for Certified Minority-Owned Business Enterprises and 5 percent (5%) 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.