



The State University  
of New York

# Project Manual

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For construction contracts greater than \$20,000

## Interior Renovation of Alumni Village Apartments 10.1(ADA Compliant) & 10.3

Dated June 9, 2023

### Project SU-040623

### Bids Due

### July 28, 2023 at 3pm

State University of New York Purchase College  
735 Anderson Hill Road  
Purchase, New York 10577-1402  
Alissa Minio, Contracting Agent

Project Number: SU-040623

Date: 06/09/23

Project Name: Interior Renovation of Alumni Village Apartments 10.1 (ADA Compliant) & 10.3

Agency/Div Code: SUNY Purchase College 28260

Contract No. D990212

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08210- Wood Doors  
08710- Finish Hardware  
09260- Gypsum Board Assembly  
09310- Ceramic Tiles  
09650- Resilient Flooring  
09900- Painting  
10810- Toilet Bath Accessories  
10840- Grab Bars  
12302- Manufactured Wood Casework

**DRAWING LIST:**

T-001.00  
T-002.00  
T-003.00  
T-004.00  
A-101.00  
A-102.00  
A-103.00  
A-201.00  
A-202.00  
A-203.00  
A-204.00  
A-205.00  
A-206.00

- A-207.00
- A-208.00
- A-209.00
- A-210.00
- A-301.00
- A-302.00
- A-303.00
- A-304.00
- A-305.00
- A-401.00
- A-402.00
- M-001.00
- M-101.00
- M-301.00
- M-401.00
- M-402.00
- P -001.00
- P-101.00
- P-102.00
- P-201.00
- P-202.00
- P-301.00
- P-401.00
- E-001.00
- E-101.00
- E-102.00
- E-201.00
- E-202.00
- E-401.00
- E-402.00
- FA-101.00
- SP-001.00
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**State University of New York Construction Agreement**

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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
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9. Bidder’s Certifications (State Finance Law §139-l, Non-collusive bidding, Executive Order 177) *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

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### Notice to Bidders and Newspaper Advertisement

The State University of New York at Purchase College will receive sealed bids for project number **SU-040623** titled **Interior Renovation of Alumni Village Apartments 10.1 (ADA Compliant) & 10.3** until 3 p.m. local time on **July 28<sup>th</sup>, 2023**, at the Procurement and Accounts Payable Office, Campus Center South, 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 **180** calendar days after the date of the Notice to Proceed.

There will be one (1) **MANDATORY** Pre-Bid Conference and Site Visit prior to bid submittal to ensure full understanding of the work scope.

The **mandatory** pre-bid conference and site walk-through for prospective Bidders will be held at **11:00 a.m.** on **Thursday, July 6<sup>th</sup>, 2023** at Capital Facilities Office Conference Room, Purchase College, 735 Anderson Hill Road, Purchase New York 10577-1402. This will be the only guided walk-through of the subject project facilities.

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 **June 26<sup>th</sup> July 12<sup>th</sup>, 2022 C.O.B.** 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. 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 **July 17<sup>th</sup>, 2023**.

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 Prevailing Rate Case (PRC) Number assigned to this project is **PRC# 2023006779**. 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 can be found at: <https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1551207>

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:

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## INFORMATION FOR BIDDERS

### Section 1 Definitions

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

### Section 2 Issuance of Bidding and Contract Documents

Drawings and Specifications will be issued by the 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:

Alissa Minio, Contracting Agent  
SUNY, Purchase College  
735 Anderson Hill Road  
Purchase, NY 10577-1402  
Tel: (914) 251-6072  
Email: [alissa.minio@purchase.edu](mailto:alissa.minio@purchase.edu)

- (2) All blank spaces in the Proposal must be filled in and, except as otherwise expressly provided in the Bidding Documents; no change is to be made in the phraseology of the Proposal or in the items mentioned therein.
- (3) Proposals that are illegible or that contains omissions, alterations, additions or items not called for in the Bidding Documents may be rejected as informal. In the event any bidder modifies, limits or restricts all or any part of its Proposal in a manner other than that expressly provided for in the Bidding Documents, its Proposal may be rejected as informal.
- (4) Any Proposal may be considered informal which does not contain prices in words and figures in all of the spaces provided or which is not accompanied by a bid security in proper form. In case any price shown in words and its equivalent shown in figures do not agree, the written words shall be binding upon the bidder. In case of a discrepancy in the prices contained in the Proposal forms submitted in duplicate by the bidder, the Proposal form which contains the lower bid shall be deemed the bid of the bidder; provided, however, the University at its election may consider the Proposal of such bidder informal.
- (5) If the Proposal is made by a corporation, the names and places of residence of the president, secretary and treasurer shall be given. If by a partnership, the names and places of residence of the partners shall be given. If by a joint venture, the names and addresses of the members of the joint venture shall be given. If by an individual, the name and place of residence shall be given.

- (6) No Proposal will be considered which has not been deposited with the University at the location designated in and prior to the time of opening of bids designated in the Bidding and Contract Documents or prior to the time of opening as extended by Addendum.
- (7) Bids may be modified, withdrawn or canceled only in writing or by email notice received by the University prior to the time of opening of bids designated in the Bidding and Contract Documents. A written or email notice of modification, withdrawal or cancellation shall be marked by the bidder with the name and address of the bidder, the title of the Project and the Project number. Upon receipt by the University a duly authorized employee of the University, who shall note thereon the date and time of receipt and shall thereupon attach said written or email notice of modification, withdrawal or cancellation to the envelope submitted by the bidder pursuant to subdivision (1) of this
- (8) Permission will not be given to modify, explain, withdraw or cancel any Proposal or part thereof after the time designated in the Bidding and Contract Documents for the opening of bids, unless such modification, explanation, withdrawal or cancellation is permitted by law and the University is of the opinion that it is in the public interest to permit the same.
- (9) Bids on this project are subject to the following Wicks Law requirements: The prime bidder must submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform work on the contract, and the agreed upon amount to be paid to each for the different trades.

#### **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 interior renovations of existing buildings, including, demolition, new finishes, new plumbing, mechanical, electrical, fire alarm, etc. and as further described in the General Requirements, Description of Work. For size, the bidder should provide evidence that they have performed similar work at dollar amounts approximately equal (or greater) to the amount of bidder's bid.
  - 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.

- (6) Each bidder will have attended the **Mandatory** pre-bid conference and walk through. Bids will not be considered from bidder's who did not attend the Mandatory pre-bid conference and walk through.

## Section 8 Submission of Post-Bid Information

- (1) Within forty-eight (48) hours after the opening of bids, each of the apparent three lowest bidders, unless otherwise directed by the University or otherwise provided in the Bidding and Contract Documents, shall submit to both the University and the Consultant:
- a. Evidence of a completed New York State Uniform Contracting Questionnaire (Vendor Responsibility Questionnaire For-Profit Construction (CCA-2)). Either email confirmation that the bidder's CCA-2 is current and certified in the New York State VendRep System (VendRep) within the last six months from the bid date, or deliver a certified paper format CCA-2, including all attachments, to the University.

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

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

[http://www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us/vendrep/forms_vendor.htm)

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

longer current, a proposed subcontractor may be rejected. If requested by the University, the bidder may be permitted to add missing information, modify and/or explain erroneous information or information that is no longer current on the List; modifications and/or explanations of the List must be received promptly after receipt of the University's request.

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

not be changed except with the specific written approval of the University.

- d. A breakdown of the amount of the bidder's Proposal. Such breakdown shall be prepared in accordance with industry standards. No bidder shall be barred from revising, in the Contract breakdown required under the provisions of Section 4.08 of the Agreement, the various amounts listed in the bid breakdown required under the provisions of this Section. The amount set forth in said bid breakdown will not be considered as fixing the basis for additions to or deductions from the Contract consideration.
- (2) Except for Contracts of \$100,000 or less, within seven (7) calendar days after the opening of bids, unless otherwise directed by the University, the three low bidders shall submit to the University for its approval, a Minority and Women-owned Business Enterprise Utilization Plan ([Form 7557-107](#)).
  - (3) Except for contracts of \$100,000 or less, within seven (7) calendar days after the opening of bids, the three low bidders shall submit to the University for its approval, an Equal Employment Opportunity Statement and EEO Staffing Plan ([Form 7557-108](#)) to ensure equal employment opportunities without discrimination because of race, creed, color, sex or national origin. Such Statement and plan should demonstrate the bidder's intent to comply with the provisions of Article VI of the Agreement. The EEO plan should include the methods that the bidder will use to address nondiscrimination and affirmative action so that minorities and women will be included in the work force. The Equal Employment Opportunity ("EEO") Policy Statement that shall contain, but not necessarily be limited to, a provision that the bidder, as a precondition to entering into a valid and binding Contract with the University, shall during the performance of the Contract, agree to the following:
    - a. It will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group membership and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on the Contract.
    - b. It shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
    - c. At the request of the University, it shall request each employment agency, labor union or authorized representative of workers, with which it has collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the bidder's obligations herein.
    - d. After the award of the contract, it shall submit to the University a work force utilization report, in a form and manner required by the University, of the work force actually utilized on the Contract, broken down by specified ethnic background, gender and Federal occupational categories or other appropriate categories specified by the University.
  - (4) The above information and such other information as the University or the Consultant may request or obtain will be used by the University in determining the reliability and responsibility of the bidder



and any proposed subcontractors. Each bidder must comply promptly with all requests by the University and the Consultant for information and must actively cooperate with the University and the Consultant in their efforts to determine the qualifications of the bidder and any proposed subcontractors. Failure to comply with the latter may result in the rejection of the Proposal as not responsive. All information required to be furnished to the University under this Section shall be sent to the State University at {insert address or email address}.

### Section 9 Award of Contract

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

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

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

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**Section 10 Required Bonds and Insurance**

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

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

- (1) A **mandatory** pre-bid conference and project walk-through will be held on July 6, 2023 at 11:00 a.m. with all contractors assembled at Capital Facilities planning Building conference room at Purchase College, 735 Anderson Hill Road, Purchase, NY 10577-1402. No individual or additional walk-throughs will be provided. Failure to attend a walk-through shall not be the cause for extra payment.
- (2) Each bidder must inform itself fully of the conditions relating to the construction of the project and the employment of labor on the project. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of their contract. To the extent possible, the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

**Section 19 General Terms and Conditions**

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

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

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

**Section 19.2 Proposal Confidentiality**

- (1) All proposals and qualifications submitted for the University's consideration will be held in confidence. However, the resulting contract is subject to the New York State Freedom of Information Law (FOIL). Therefore, if a Bidder believes that any information in its proposal constitutes a trade secret or should otherwise be treated as confidential and wishes such information not to be disclosed the Bidder shall submit with its proposal a separate letter to the designated contact. The letter shall specifically identify the page number(s), line(s) or other appropriate designation(s) containing such information, explaining in detail why such information is a trade secret and formally requesting that such information be kept confidential. Failure by a 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-040623

Dated: June 9, 2023

Project Name: Interior Renovation of Alumni Village Apartments 10.1 (ADA Complaint) & 10.3

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

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

**LIQUIDATED DAMAGES SCHEDULE**

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

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

**5. BID CALCULATION**

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

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

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

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

Work or Materials Description	Amount in Words	Amount in Figures
Field Allowance	Seventeen thousand nine hundred eighty-five dollars.	\$17,985.00

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

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

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

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

Alternate Number	Add/Deduct	Amount in Words	Amount in Figures

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

Work or Materials Description	Amount in Words	Amount in Figures

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

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

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

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

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

Addendum Number	Date	Addendum Number	Date
_____	___/___/___	_____	___/___/___
_____	___/___/___	_____	___/___/___
_____	___/___/___	_____	___/___/___

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

10. The bidder certifies that all wood products that are to be used in the performance of this Contract shall be in accordance with the Specifications and provisions of Section 167 b. of the State Finance Law which Section prohibits the purchase and use of tropical hardwoods.

11. The bidder affirms that it understands and agrees to comply with the procedures of the Fund relative to permissible contacts as required by Sections 139-j(3) and 139-j-(6)(b) of the State Finance Law.

12. The bidder certifies that all information provided or to be provided to the University in connection with this procurement is, as required by Section 139-k of the State Finance Law, complete, true and accurate.

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

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

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

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

Title \_\_\_\_\_

## ACKNOWLEDGMENT FOR THE PROPOSAL

THE LEGAL ADDRESS OF THE BIDDER

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

**If a Corporation**

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

**If a Partnership**

Name of Partners	Address
_____	_____
_____	_____
_____	_____

**If a Joint Venture**

Name of Members	Address
_____	_____
_____	_____
_____	_____

**If an Individual**

Name of Individual	Address
_____	_____



**Bidder Name:**

**Project No.:**

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.

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



## Division 1 - General Requirements

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

The work to be done under the Contract, in accordance with the Contract Documents, consists of performing, installing, furnishing and supplying all materials, equipment, labor and incidentals necessary or convenient for the construction of **Project SU-040623**, titled **Interior Renovation of Alumni Village Apartments 10.1 (ADA Compliant) & 10.3**. 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:

- Existing fixtures, finishes, and mechanical, electrical, plumbing, and fire alarms systems in areas of work in buildings indicated.
- Furnish and install new fixtures, finishes, equipment, mechanical, electrical, plumbing, and fire alarm systems as indicated on drawings and technical specifications.
- Restore adjacent surfaces impacted by demolition and construction work back to original condition (unless otherwise noted) as outlined on drawings and technical specifications

**All construction will be done during Summer Break of 2023, Winter Break of 2023, and Summer Break of 2024. No work to be performed during regular spring and fall semester otherwise approved by campus. The contractor needs to secure all the spaces for next break if the work is not completed during the breaks. Its contractor responsibility to maintain and keep the site secured and safe for occupants during spring and fall semesters and work will commence the following summer.**

**A Full time construction supervisor is required for this project with at least 10 years of experience in similar projects. Working foremen are not considered to be supervisors.**

**2. Work Not Included:**

The Contract work does not include items marked "N.I.C"; movable furnishings, except those specified as include on the Drawings; and items marked "by others" as indicated on the Drawings.

**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 – NONE****0100-1**

**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 7:30 a.m. and 4:00 p.m. 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 7:30 a.m. and prior to 4:00 p.m. 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

**0100-2**

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 workday 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**

**0100-3**

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**

**0100-4**

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.

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- 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:

Not applicable.

**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

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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

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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 than 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 #2023006779 at on <https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1551207>

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.

# Special Conditions for Construction

## 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 on campus.
- D. The contractor, employees and subcontractors 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.
- F. Each employee of the general contractor and any of their subcontractors must wear clearly visible identification tags while on Campus. Identification tags must at a minimum state what company the employee works for, name of employee, photo identification, and company contact information (including phone number).
- G. **Each employee of the general contractor and any of their subcontractors must adhere to the State and Campus' Covid-19 safety rules and guidance requirements to maintain a safe workplace. The general contractor must request all required forms from the campus' health and safety officer for their firm and any of their sub-contractor firms who will be on-site during the project period. Forms must be signed and submitted prior to any workers arriving on campus.**

**1.3 Use of Permanent Utilities**

- A. As the building is still an existing building and will be occupied, 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.
  - 6). Contractors shall not store flammable materials on any roofs.

**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. 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. 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.

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**1.7 Temporary Sanitary Facilities**

- A. Toilet, Water, and Drinking Water Facilities: The Contractor shall **not** use the existing toilet, water, and drinking water facilities. It is the Contractor’s responsibility to provide their own temporary toilet facilities 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. Pre-task planning is essential to ensure safe execution of work. The importance of obtaining all required reviews, approvals, permits and authorizations and selecting appropriate controls as soon as the scope of work is defined, cannot be overstressed. Neglecting to obtain these items “Well in Advance” of project mobilization can result in costly delays.
- B. 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.bccsp.org](http://www.bccsp.org)).
- C. The Contractor shall adequately address the work scope, potential hazards and controls to be implemented to prevent accidents, by submitting either a project specific health and safety plan or a detailed Job Hazard Analysis (JHA).
- D. Contractors shall refer to the “Purchase College Environmental, Health & Safety Contractor Guidelines” brochure which provides an overview of requirements for working safely. In the event specific details regarding working safely are needed, the contractor shall consult with the Purchase College project manager responsible for the work who will engage the EH&S department as need.

- E. Contractors shall exercise Stop Work Authority anytime conditions change that introduce new hazards. The hazards shall be reevaluated and additional controls shall be put in place.
- F. 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, debris, and noise. 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. Any barriers required for the project shall be erected in a manner that does not block or restrict air flow around smoke detectors.
- G. Accidents – Personal/Property Damage:

The safety of any employee, agent, consultants, student, staff member or guest of the College or the contractor is a primary obligation of the contractor. The contractor is responsible for ensuring that any construction, renovation, maintenance or other work is managed in a safe and effective manner.

If an accident occurs that results in personal injury or property damage, the contractor shall immediately contact: For situations where people or property are at immediate risk, first:

Purchase College University Police at (914) 251-6900, which will determine if 911 should be called; and then

Capital Facilities Planning at (914) 251-5916 or [sean.connolly@purchase.edu](mailto:sean.connolly@purchase.edu)  
Health & Safety Officer at (914) 251-6022 or [louis.wirtz@purchase.edu](mailto:louis.wirtz@purchase.edu)

- H. Fire safety during construction:
  - 1). The Contractor shall provide all temporary equipment, labor and materials required for compliance with the applicable provisions of Chapter 33, 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 33 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 3308 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 3308.3, the training of the Contractor’s workforce per 33308.4, maintenance of the fire protection equipment per 3308.5, supervising hot work operations per 3308.6, and implementing temporary impairment to existing fire protection systems per 73308.7 & 3309.8. This superintendent shall also provide periodic written reports at the field meetings and respond to questions raised concerning compliance with Chapter 33 of the Fire Code of New York State.
  - 3). Any tar kettle in use must have a functioning thermometer to check the temperature of the tar. Tar kettle temperature shall never exceed 550 degrees F according to ASTM D312. A minimum 5 lb. ABC fire extinguisher shall be available near, but not next to, the tar kettle.
- I. 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.
- J. Temporary Fire Protection:

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- 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.

**K. 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 35 of the FCNYS and/or involves demolition activities that are hazardous in nature as defined in Chapter 33 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 3304.5 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 One Commerce Plaza 99 Washington Avenue – Suite 500, Albany, NY 12210-2833, Phone: (518) 474-6746, Fax: (518) 474-3240, e-mail: [fire@dhse.ny.gov](mailto:fire@dhse.ny.gov) 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 location 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) Have a suitable fire extinguisher, or extinguishers, in the area for use if needed.
  - g) Maintain a written log of fire watch activities.
  - h) 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).
  - i) 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 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) Location at/in 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.

L. Protection of Trees:

Fencing will be used to protect trees in construction areas. No activity, traffic, or storage of materials under the "drip line" of trees will be allowed without approval of Facilities Services. Specific tree protection guidelines are available for those projects which may encroach on trees.

**1.11 Building Access**

- A. Access to buildings and rooms is an important security matter. Improper use of keys, combinations or other means of access to both common and private areas on campus can result in a risk of harm to the safety and security of students and staff. As a result, contractors and their employees must strictly safeguard keys and adhere to any requirements related to building access.
- B. Keys will be issued only at the Facilities Services office Monday through Friday from 7:30 a.m. to 5 p.m. Identification will be required and left in Facilities office for the duration that key is issued. Contractor must provide necessary information in the Access Log Book located within the Facilities office.
- C. Keys must be returned to Facilities Service office at the end of each workday and picked up each morning; unless long-term check out is approved by a Facilities Services Project Manager. If work is starting earlier, or ending later, or on weekends or holidays, this transaction may be completed at the University Police Office, located in the Lincoln Avenue Underpass, which is staffed 24 hours per day. This must be arranged ahead of time with the project manager.
- D. Keys issued to the contractor are the responsibility of the contractor. The cost of replacing locking hardware due to key loss will be charged to the contractor. Contractors are advised that the cost of changing multiple locks accessible off of one key can be significant.
- E. The keys should never be loaned to another individual, as they are the responsibility of the person who has signed for them. A record of the chain of custody for each key provided to the contractor must be maintained.
- F. Exterior doors and interior fire doors must not be propped open.
- G. Student room doors in all residence halls should remain locked at all times when the university is not in session or students are in residence. Workers who need access will be issued a key to access the room. Each contractor who accesses a room to do work should ensure that the door is locked each time he/she leaves the room.
- H. No existing building security or fire detection system shall be disturbed, altered, disarmed, rendered inoperable, or relocated without the express written consent of the University.

**1.12 Modifications / Alterations to Campus Existing Fire Alarm Systems**

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- 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 workday 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 workday, 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

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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.

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- 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. Work scope and work location will be considered when determining the length of time a Hot Work Permit will remain in effect. Significant changes in the work scope or work location will require review of the project and issuance of a new permit.
- 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
  - 4). There shall be no concrete cleanout performed on Campus.
- 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.

**SECTION G01000**  
**SPECIFICATIONS FORMAT**

**1.01 FORMAT**

- A. These Specifications generally follow the Construction Specifications Institute format:

Divisions  
Sections  
Articles  
Paragraphs  
Subparagraphs

- B. Generally each Section, except for Division 1 Sections, is divided into three (3) parts:

Part 1 - General  
Part 2 - Products  
Part 3 - Execution

Note: Certain Sections may contain a "Part 4 - Schedules".

**1.02 LANGUAGE**

- A. The Specifications language is written using both indicative mood and imperative mood.

Where the imperative mood is used, the language is directed to the Contractor, unless specifically indicated otherwise.

- B. Where a colon (:) is used after a subject, the phrase "shall be" (or variations thereof) is to be inferred.

- C. Instruction Terms

Wherever reference is made in the Contract to the Work or its performance, the terms "directed", "required", "permitted", "ordered", "designated", "prescribed", and words of similar import shall imply the direction, requirement, permission, order, designation or prescription of SUNY Purchase Authority.

- D. Approval and Acceptance Terms

"Approved", "acceptable" "satisfactory" and words of similar import shall mean and intend: approved by, acceptable to, or satisfactory to SUNY Purchase Authority.

- E. Where the word "provide" is used, the meaning shall be that the item or product shall be furnished, delivered, and installed/erected/applied/connected for its intended use and as required for the completed Work.

**END OF SECTION**

**SECTION G01600**  
**MATERIAL AND EQUIPMENT**

**1.01 DELIVERY, STORAGE AND PROTECTION**

- A. Materials stored on the Site shall be neatly arranged and protected, and shall be stored in an orderly fashion in locations that shall not interfere with the progress of the Work or with the daily functioning of the Institution.
- B. Should it become necessary during the course of the Work to move materials or equipment stored on the Site, the Contractor, at the direction of SUNY Purchase Authority, shall move such material or equipment.
- C. Contractor shall furnish to SUNY's Field Representative a copy of each material order, indicating date of order and quantity of material, and shall also notify SUNY's Field Representative when material has been delivered to the site and state the quantities.
- D. Ample quantities - Contractor shall deliver materials in ample quantities to ensure the most speedy and uninterrupted progress of the work so as to complete the Work within the Contract time.
- E. Manufacturer's containers shall be delivered with unbroken seals and shall bear proper labels.
- F. Contractor shall coordinate deliveries in order to avoid delay in, or the impeding of the progress of the Work.  
Deliveries shall be made during regular work hours, unless approved otherwise by SUNY Purchase Authority.
- G. Stackings - All materials shall be properly stacked in convenient places adjacent to the Work, or in other areas approved by SUNY's Field Representative, and protected as recommended by the respective material manufacturer.
- H. Overloading - If approval is given to store materials in any part of the building area, they shall be so stored as to cause no overloading of the existing structure.
- I. No Interference - If it becomes necessary to remove and restack materials to avoid impeding the progress of any part of the Work or interfering with the work to be done by any other contractor, or interfering with the university's activities, Contractor shall remove and restack such materials at no additional cost to SUNY Purchase Authority.

**1.02 APPROVAL OF MATERIALS**

- A. Local Laws - All materials, appliances and types of methods of construction shall be in accordance with the Contract Documents, and shall in no event be less than that necessary to conform to the requirements of the NYS UNIFORM CODE & ENERGY CODE (2020) and NYS Division of Code Enforcement & Administration.
- B. Repute of Manufacturer - No manufacturer will be approved for any materials to be furnished under the Contract unless the manufacturer shall be of good reputation, shall have a plant of ample capacity and shall have successfully produced similar products.
- C. All transactions with the Manufacturers and Subcontractors shall be through Contractor unless Contractor requests in writing to SUNY's Field Representative that the manufacturer or subcontractor deal directly with SUNY's Field Representative. Any such transactions shall not in any way release Contractor from full responsibility under the Contract.
- D. All Materials, fixtures, fittings, supplies and equipment furnished under the Contract shall be new and unused, of standard first-grade quality and of the best workmanship and design. Where existing work is removed or disturbed, all replacement materials shall match existing unless prior approval of variance is given in writing by SUNY's Field Representative.

### **1.03 MANUFACTURER'S SHOP PAINT**

- A. For all manufactured products and equipment requiring shop paint, paint used shall be:
  - 1. In compliance with Federal regulations and with the regulations of the State of New York and of the City of New York (19NYCRR & 2020 UNIFORM CODE).
  - 2. In compliance with Part 205, "Architectural Surface Coatings", Department of Environmental Conservation, State of New York, governing the emission of Volatile Organic Compounds.
  - 3. In compliance with the non-photo chemical reactive solvents requirements of NYC Law 49.
  - 4. Be compatible with the finish painting for the respective product and the condition of use.
- B. The provisions of paragraph A above shall supersede shop coat paints specified in the respective technical Sections of these Specifications, where in conflict.

**1.04 FIELD PAINTING**

- A. For all materials, manufactured products and equipment requiring field paint, paint used shall be:
1. In compliance with Federal regulations and with the regulations of the State of New York and of the City of New York.
  2. In compliance with Part 205, "Architectural Surface Coatings", Department of Environmental Conservation, State of New York, governing the emission of Volatile Organic Compounds.
  3. In compliance with the non-photo chemical reactive solvents requirements of NYC Law 49.
  4. Be compatible with the finish painting for the respective product and the condition of use.
  5. All paints and coatings wet-applied on site must meet the applicable VOC limits of the California Air Resources Board (CARB) 2007, Suggested Control Measure (SCM) for Architectural Coatings.
- B. To meet the provisions of paragraph A above for interior and exterior applications, use paints and coatings that comply with the following limits for VOC content when calculated according to U.S. EPA Reference Test Method 24 (Determination of Volatile Matter Content, Water Content, Density, Volume Solids, and Weight Solids of Surface Coatings, Code of Federal Regulations Title 40, Part 60, Appendix A with the exempt compounds) and the following chemical restrictions:
1. Flat Paints and Coatings: VOC not more than 50 g/L.
  2. Non-Flat Paints and Coatings: VOC not more than 100 g/L.
  3. Anti-Corrosive/Rust Preventative Coatings: VOC not more than 250 g/L.
  4. Wood Coatings/Varnishes/Stains: VOC not more than 275 g/L.
  5. Floor Coatings: VOC not more than 100 g/l.
  6. Primer/Sealers/Undercoats: VOC not more than 100 g/l.
  7. Stains-Exterior: VOC not more than 250 g/L.
  8. Zinc Rich Primer: VOC not more than 340 g/L.
  9. Aromatic Compounds: Paints and coatings shall not contain more than 1.0 percent by weight total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
  10. Fire-resistive Coating: VOC not more than 350 g/L.
  11. Restricted Components: Paints and coatings shall not contain any of the following:



- a. Acrolein.
- b. Acrylonitrile.
- c. Antimony.
- d. Benzene.
- e. Butyl benzyl phthalate.
- f. Cadmium.
- g. Di (2-ethylhexyl) phthalate.
- h. Di-n-butyl phthalate.
- i. Di-n-octyl phthalate.
- j. 1,2-dichlorobenzene.
- k. Diethyl phthalate.
- l. Dimethyl phthalate.
- m. Ethylbenzene.
- n. Formaldehyde.
- o. Hexavalent chromium.
- p. Isophorone.
- q. Lead.
- r. Mercury.
- s. Methyl ethyl ketone.
- t. Methyl isobutyl ketone.
- u. Methylene chloride.
- v. Naphthalene.
- w. Toluene (methylbenzene).
- x. 1,1,1-trichloroethane.
- y. Vinyl chloride.
- z. Perchloroethylene

- C. The provisions of paragraphs A and B above shall supersede field-applied paints specified in the respective technical Sections of these Specifications, where in conflict.

#### **1.05 GLUE, ADHESIVE AND SEALANT MATERIALS**

- A. The following list of adhesive and sealant VOC limits is for the Contractor's use in selecting adhesives and sealants if specified products are not available or if the Contractor is proposing alternate adhesives and sealants.
- B. For interior and exterior applications, use adhesives and sealants that comply with New York State VOC requirements and the following limits for VOC content according to Rule 1168 – "Adhesive and Sealant Applications" of the South Coast Air Quality Management District (SCAQMD), of the State of California; VOC limits correspond to an effective date of July 1, 2005, whichever is more stringent:
- 1. Wood Glues: 30 g/L.
  - 2. Metal to Metal Adhesives: 30 g/L.
  - 3. Adhesives for Porous Materials (Except Wood):

- 50 g/L.
4. Subfloor Adhesives: 50 g/L.
  5. Plastic Foam Adhesives: 50 g/L.
  6. Carpet Adhesives: 50 g/L.
  7. Carpet Pad Adhesives: 50 g/L.
  8. VCT and Asphalt Tile Adhesives: 50 g/L.
  9. Cove Base Adhesives: 50 g/L.
  10. Gypsum Board and Panel Adhesives: 50 g/L.
  11. Rubber Floor Adhesives: 60 g/L.
  12. Ceramic Tile Adhesives: 65 g/L.
  13. Multipurpose Construction Adhesives: 70 g/L.
  14. Fiberglass Adhesives: 80 g/L.
  15. Structural Glazing Adhesives: 100 g/L.
  16. Top and Trim Adhesives: 250 g/l.
  17. Structural Wood Member Adhesive: 140 g/l.
  18. Wood Flooring Adhesive: 100 g/L.
  19. Contact Adhesive: 80 g/L.
  20. Special Purpose Contact Adhesive: 250 g/l.
  21. Plastic Cement Welding Compounds: 250 g/L.
  22. ABS Welding Compounds: 325 g/L.
  23. CPVC Welding Compounds: 490 g/L.
  24. PVC Welding Compounds: 510 g/L.
  25. Adhesive Primer for Plastic: 550 g/L.
  26. Architectural Sealants: 250 g/L less water.
  27. Non-Membrane Roof Sealants: 300 g/l less water.
  28. Single Ply Roof Membrane Sealants: 450 g/l less water.
  29. All other Sealants: 420 g/l less water.
  30. Sealant Primers for Nonporous Substrates: 250 g/L less water.
  31. Sealant Primers for Porous Substrates: 775 g/L less water.

- C. Adhesives and sealants shall not contain methylene chloride or perchloroethylene.

**1.06 EMISSION LIMITS FOR INTERIOR PAINTS, COATINGS, ADHESIVES, SEALANTS, FLOORING, CEILINGS, WALLS, THERMAL INSULATION, AND ACOUSTICAL INSULATION**

- A. Building products must be tested and determined compliant in accordance with California Department of Public Health (CDPH) Standard Method v1.1–2010, using the applicable exposure scenario.

**END OF SECTION**

**SECTION 06100**  
**ROUGH CARPENTRY**

**PART 1 - GENERAL**

**1.01 DESCRIPTION OF WORK**

- A. Provide rough carpentry Work as indicated on the Drawings, as required for the completed work of this Contract, and as specified herein, including, but not limited to, the following:
1. Wood Grounds, nailing strips, blocking, furring, nailers, and framing.
  2. Curbs.
  3. Rough hardware, including nails, screws, anchors, brackets, braces, bolts, nuts, fittings, and other devices required for the proper fitting, connecting, and erecting of the Work.
  4. Rough frames for cabinets and for other items, as indicated on the Drawings.
  5. Preservative treatment for wood.
  6. Plywood decking, subflooring, and underlayment.
  7. Miscellaneous Lumber.

**1.02 REFERENCES**

- A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.
1. U.S. Department of Commerce.  
American Softwood Lumber Standard PS 20  
Product Standard PS 1 for Softwood Plywood
  2. APA Engineered Wood Association. APA Design/Construction Guide
  3. Western Wood Product Association (WWPA).

- Grading Rules
4. Southern Pine Inspection Bureau (SPIB).  
Grading Rules
  5. Redwood Inspection Service (RIS).  
Grading Rules
  6. American Wood Preservers' Association (AWPA).  
Standard UC1
  7. American Society for Testing and Materials (ASTM).  
A575 Standard Specification for Steel Bars, Carbon, Merchant  
Quality, M-Grades  
  
E84 Standard Test Method for Surface Burning Characteristics of  
Building Materials  
  
D226 Standard Specification for Asphalt-Saturated Organic Felt  
Used in Roofing and Waterproofing
  8. Underwriters Laboratories, Inc. (UL).  
UL Test 723
  9. Federal Specifications (FS).
  10. American Lumber Standards Committee (ALSC).
  11. West Coast Lumber Inspection Bureau (WCLIB).  
Grading Rules
  12. National Fire Protection Association (NFPA).  
Test 255 Method of Test of Surface Burning Characteristics of  
Building Materials
  13. Commercial item Descriptions (CIDS)

### **1.03 SUBMITTALS**

- A. Quality Control Submittals
  1. Certificates: Certification for the following wood treatments:

- a. Dip Treatment: Certification by treating plant stating chemical solutions used, submersion period, and conformance with applicable standards.
- b. Pressure Treatment: Certification by treating plant stating chemicals and process used, net amount of chemical preservative retained, and conformance with specified standards.
- c. Waterborne Preservatives: Certified written statement that moisture content of treated materials was reduced to a maximum of 19 percent prior to shipment to Project site.

#### 1.04 **QUALITY ASSURANCE**

##### A. Mill and Producers Mark

Each piece of lumber and plywood shall be grade stamped indicating type, grade, mill, and grading agency certified by the Board of Review of the American Lumber Standards Committee. Mark shall appear on unfinished surface, or ends of pieces with finished surfaces.

1. Pressure Preservative Treated Material: Accredited agency quality mark on each piece of wood including treatment.

##### B. Standards

Comply with the following unless otherwise specified or indicated on the Drawings:

1. Lumber: American Softwood Lumber Standard PS 20 by the U.S. Department of Commerce. Comply with applicable provisions by each indicated use.
2. Plywood: Product Standard PS 1 for Softwood Plywood, Construction and Industrial by the U.S. Department of Commerce.
3. Plywood Installation: APA Design/Construction Guide, by the American Plywood Association (APA), except as indicated otherwise.
4. Grading Rules:
  - a. Douglas Fir, Hem-Fir, Idaho White Pine, and other Western Woods: Western Wood Products Association (WWPA) or West Coast Lumber Inspection Bureau (WCLIB).

- b. Southern Pine: Southern Pine Inspection Bureau (SPIB).
  - c. Redwood: Redwood Inspection Service (RIS).
- 5. Preservative Treatment: American Wood Preservers' Association (AWPA) Standards, quality control methods, and inspection requirements
  - 6. Fire-Retardant Treatment: American Wood Preservers' Association (AWPA) Standards.

### **1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Keep materials dry during delivery. Store materials 6" minimum above ground surface. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber and plywood, and provide air circulation between stacks.
- B. Cover stored materials until ready for use for protection from moisture. Place and anchor covering in a manner which will assure good ventilation under the covering.

### **1.06 PROJECT CONDITIONS**

- A. Correlate location of supporting members to allow proper attachment of other Work as specified in this Section.

## **PART 2 - PRODUCT**

### **2.01 LUMBER**

- A. General

Furnish seasoned dimensional lumber dressed to nominal sizes indicated with 19 percent maximum moisture content at time of dressing, marked "S-DRY". Comply with dry size requirements of PS 20.

- 1. Dress: Surfaced 4 sides (S4S) unless otherwise indicated.

- B. Framing Lumber

Species: Douglas Fir (WWPA or WCLIB), or Southern Pine (SPIB), unless otherwise indicated.

## Refer to Drawings

1. Light Framing; 2" through 4" thick, less than 6" wide:
  - a. Stud Framing Grade: Construction Grade.
  - b. Other Light Framing Grade: No. 2.
- C. Board Lumber; less than 2" thick:
  1. Exposed Board Lumber, for Paint Finish: Southern Pine No. 1 (SPIB), Douglas Fir 2 Common (WWPA) or Select Merchantable (WCLIB), or Redwood Construction Common (RIS).
  2. Exposed Board Lumber, for Transparent Finish: Redwood Clear (RIS).
  3. Concealed Board Lumber: Southern Pine No. 3 (SPIB), any species No. 4 (WWPA) or any species Standard (WCLIB), or Redwood Merchantable (RIS).
- D. Miscellaneous Lumber

Standard grade, No. 3 grade, or better grade of the following species unless otherwise indicated:

  1. Nailers and Blocking: Douglas Fir, Hem-Fir, Idaho White Pine or Southern Pine.
  2. Furring: Douglas Fir or Southern Pine.
  3. Plaster Grounds:
    - a. Interior Use: Douglas Fir or Southern Pine.
    - b. Exterior Use: Western Red Cedar or Redwood.

**2.02 PLYWOOD**

- A. Wall Sheathing and Subflooring: APA RATED SHEATHING, EXPOSURE 1. Furnish APA PS 1 veneered panels, with span ratings for the required thicknesses as listed below unless otherwise indicated.

<u>Thickness</u>	<u>Span Rating</u>
3/8"	24/0
1/2"	32/16
5/8"	40/20
3/4"	48/24

B. Underlayment

APA UNDERLAYMENT, EXPOSURE 1.

1. For use under resilient flooring: Sanded face.

C. All plywood used within the weatherproofing/waterproof membrane (interior) of the building shall contain no added urea- formaldehyde. This requirement applies to plywood roof and wall sheathing.

**2.03 MISCELLANEOUS MATERIALS**

A. Underlayment Patching Compound

Hardsetting, quicksetting type with latex or polyvinyl acetate binder.

B. Asphalt Felt

Asphalt-saturated felt, No. 15, without perforations, complying with ASTM D226.

C. Rosin Paper

Commercial, rosin-sized building paper, 0.010" thick.

D. Hardboard

PS 58, Class "Tempered, S1S, plainboard.

E. Adhesive

APA Specification AFG-01. For adhesive used on site and within the weatherproofing/waterproof membrane (interior) of the building, comply with V.O.C. requirements specified in Section G01600.



**2.04 PRESERVATIVE TREATMENT**

- A. Treat lumber and plywood where indicated and as specified. Comply with applicable AWPA Standards and quality control and inspection requirements.
  - 1. Fasteners and anchoring devices to be used with wood treated with waterborne preservatives shall be hot-dip galvanized or stainless steel if the wood will be exposed to moisture.
- B. Complete fabrication of items to be treated to the greatest extent possible, prior to treatment. Where items must be cut after treatment, coat cut surfaces with heavy brush coat of the same chemical used for treatment or other solution recommended by AWPA Standards for the treatment.
- C. Inspect wood after treating and drying. Discard warped or twisted items.
- D. Pressure Treatment (Above Ground Use)

Treat the following wood items with waterborne preservatives for above ground use, complying with . AWPA Standards T1-T10. Redry wood to a maximum moisture content of 19 percent after treatment.

- 1. Nailers, blocking, cants, shim stock, and similar members used in conjunction with roofing (including related flashings, trim and vapor barrier), coping, and waterproofing.
  - 2. Nailers, blocking, furring, stripping, and similar concealed members in contact with exterior masonry and concrete (including interior wythe of exterior walls), and all sills for framing.
  - 3. Wood items indicated or scheduled on the Drawings to be preservative treated.
- E. Pressure Treatment (Ground Contact Use)

Treat the following wood items with waterborne preservatives for below ground use, complying with AWPA Standards T1-T10.

- 1. Wood members placed in the ground.
- 2. Wood members immersed in fresh water.

**2.05 FRAMING HARDWARE****A. Fasteners and Anchoring Devices**

Provide items of type, size, style, grade, and class as required for secure installation of the Work. Items shall be galvanized for exterior use. Unless shown or specified otherwise, comply with the following:

1. Nails and Staples: ASTM F1667
2. Wood Screws: FS FF-S-111D.
3. Bolts and Studs: FS FF-B-575C.
4. Nuts: FS FF-N-836E.
5. Washers: FS FF-W-92B.
6. Lag Bolts or Lag Screws: ASME/ANSI B18.2.1
7. Masonry Anchoring Devices: Expansion shields, masonry nails and drive screws: CIDS A-A-1925A, A-A-55614, A-A-55615
8. Bar or Strap Anchors: ASTM A575 carbon steel bars.
9. Wall Plugs: Corrugated type, galvanized steel, 24 USS gauge min, not less than 2" wide x 2½" deep.
10. Cross Bridging: Nailable type, galvanized steel, 16 USS gauge min, by ¾" wide.
11. Metal Hangers and Framing Anchors: Size and type for intended use, galvanized finish, manufacturer's recommended fasteners.
12. Buck Anchors: Corrugated type, galvanized steel not lighter than 12 USS gauge min, 4" wide (except where partitions are less than 4" thick) by 8" long, punched for two 5/16" carriage bolts at buck end.
13. Sleeper Anchors: Approved type, galvanized steel not lighter than 20 USS gauge min, not less than 1¼" wide, designed to anchor into concrete not less than 1½" and permit height adjustment of sleeper.

**PART 3 - EXECUTION****3.01 EXAMINATION****A. Verification of Conditions**

Examine substrate and supporting structure on which rough carpentry is to be installed for defects that will adversely affect the execution and quality of the Work. Do not proceed with installation until unsatisfactory conditions are corrected.

**3.02 INSTALLATION - GENERAL**

- A.** Do not use units of material with defects which impair the quality of the Work and units which are too small to fabricate the Work with minimum joints or with optimum joint arrangement.
- B.** Install Work accurately to required lines and levels with members plumb and true, accurately cut and fitted and securely fastened. Closely fit rough carpentry to other associated construction.
- C.** Securely attach carpentry Work to substrates by anchoring and fastening as indicated, or, if not indicated, as required by the referenced standards. Select fasteners of size that will not penetrate through members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; predrill as required. Set nail heads in exposed Work which is to be painted or stained and fill resulting holes.

**3.03 WOOD FRAMING**

- A.** Install framing members of nominal sizes indicated or of units built-up to dimensions indicated, on spacings shown. Construct required openings for installation of related work. Do not splice structural members between supports.
- B.** Anchor and nail members as indicated. If not included, comply with recommendations of the NFPA.
- C.** Install miscellaneous blocking and framing indicated and as required for attachment and support of facing materials, fixtures, specialty items, and trim.
- D.** Stud Framing

Install stud framing indicated. Unless otherwise shown, use 2" x 4" wood studs spaced 16" o.c with 4" face perpendicular to direction of wall or partition. Install single bottom plate and double top plates 2" thick by width of studs; except single top plate may be used for non-load-bearing partitions. Nail or anchor plates to supporting construction.

1. Construct corners and intersections with not less than 3 studs. Frame openings with multiple studs and headers. Install nailed header members of thickness equal to width of studs.
2. Install diagonal bracing in exterior wall stud framing unless otherwise indicated. Brace both walls at each external corner, full story height, at 45 degree angle. Use either a let-in 1" x 4" board or 2" x 4" blocking.

#### E. Joist Framing

Install framing of sizes and on spacings shown. Install with crown edge up and support ends of each member with not less than 1½" of bearing on wood or metal, or 3" on masonry. Attach to wood bearing members by toe nailing or metal connectors; frame to wood supporting members with wood ledgers or with metal connectors. Fire-cut members built into masonry (if any). Frame openings with headers and trimmers supported by metal joist hangers; double headers and trimmers where span of header exceed 4 feet. Do not notch in middle third of joists; limit notches to 1/6-depth of joist, 1/4 at ends. Do not bore holes larger than 1/3-depth of joist or locate closer than 2" from top or bottom. Install solid blocking (2" thick by depth of joist) at ends of joists unless nailed to header or band member.

1. Lap members framing from opposite sides of beams, girders or partitions not less than 4" or securely tie opposing members together. Install solid blocking (2" thick by depth of joist) over supports.
2. Anchor masonry bearing members with 1/4" x 1¼" metal strap or "T" anchors with wall ends bent 4" at every second joist. Extend anchors not less than 1'-4" along bottom of joist end and nail.
3. Anchor members paralleling masonry with 1/4" x 1¼" metal strap anchors spaced not more than 8 feet o.c. Extend anchors at least 4" into masonry, turn up 4" and extend over and fasten to 3 joists.
4. Install solid blocking between joists under jamb studs at openings.
5. Under non-load-bearing partitions, install double joists separated by solid blocking equal to depth of studs above.

- a. Install triple-joists separated as above, under partitions receiving ceramic tile and similar heavy finishes or fixtures, unless otherwise shown.
- F. Install bridging between joists where nominal depth-to-thickness ratio exceeds 4, at intervals of 8 feet.

### **3.04 WOOD NAILERS, BLOCKING, AND GROUNDS**

- A. Install required items where indicated and where required for support, attachment or screeding of other Work. Form to shapes indicated or required. Coordinate locations and cut and shim as required to provide items at true and level planes to receive Work to be attached. Install closure strips to nailers at all edges.
1. Attach to substrates as indicated; if not indicated, size and space fasteners as required to support applied loading. Maximum spacing of fasteners shall not exceed 16". Unless otherwise shown on the Drawings, install and secure material to non-wood construction as follows:
    - a. To Concrete: Attach material less than 1½" thick with screws and non-ferrous metal expansion shields. Attach materials 1½" and thicker with machine bolts and non-ferrous metal compound type anchors.
    - b. To Concrete Unit Masonry: Attach material to new masonry with annular ring nails driven into wall plugs where fastening occurs at joints of masonry or with special hardened steel masonry nails where fastening occurs in the masonry units. Attach material to existing masonry with machine screws and non-ferrous metal expansion shields where fastening occurs in solid portions of masonry. If fastening occurs at cells of masonry, secure material in place with toggle bolts.
    - c. To Brick Masonry: Attach material to new masonry with annular ring nails driven into wall plugs. Attach material to existing masonry with machine screws and non-ferrous metal expansion shields.
    - d. To Steel: Attach material with galvanized bolts and nuts or stainless steel machine screws tapped into the metal, as required by conditions.

- e. To Non-Ferrous Metal: Attach material with stainless steel or other approved non-ferrous metal bolts and nuts or self-tapping screws, as required by conditions.
2. Counter-sink bolts and nuts flush with surfaces, unless otherwise shown. Build into masonry during installation of masonry Work. Where possible, anchor to formwork before concrete placement. Bevel both edges of members to be anchored in concrete. Shims shall be cedar shingles or redwood wedges.
3. Install permanent grounds of dressed, preservative treated, key beveled lumber not less than 1½" wide and of the thickness required to bring face of ground to exact thickness of finish material involved. Remove temporary grounds when no longer required.
4. The grounds for coat hook and bracket strips in wardrobe cabinets shall be attached to partitions with toggle bolts and to brick walls with expansion bolts before any plastering is done.

### 3.05 **PLYWOOD SHEATHING, SUBFLOORING, AND UNDERLAYMENT**

- A. Comply with printed installation requirements of the APA Design/Construction Guide, for plywood application required, unless otherwise indicated.

- B. Plywood Underlayment

Install underlayment just prior to installation of finish flooring. Stagger end joints between panels in relation to each other and stagger all joints in relation to substrate jointing. Allow 1/32" space between panel ends and edges for expansion. Fasten in accordance with APA recommendations. Prior to installation of finish flooring, patch damaged areas wider than 1/16". Set nails 1/16", but do not fill. Sand rough areas smooth, and uneven joints flush. Fasteners must be flush with the surface of the subfloor.

- C. Roof Sheathing

Install panels with face grain across supports. Provide supports at edges by use of clips, wood blocking, or T. & G. panels. Allow 1/16" spacing at panel ends; 1/8" spacing at edges.

Nail 6" o.c along edges and 12" o.c at intermediate supports.

**D. Wall Sheathing**

Allow 1/16" spacing at panel ends and 1/8" spacing at edges.

Nail 6" o.c along panel edges and 12" o.c at intermediate supports.

**E. Subfloor**

Install panels continuous over two or more spans, with face grain across supports. End joints shall occur over supports. Allow 1/16" spacing at panel ends and 1/8" at edges.

Before placing panels, apply continuous line of adhesive on joists.

**F. Nails**

Common.

For plywood thickness to 1/2": 6d.

For plywood thickness greater than 1/2": 8d.

**3.07 WOOD FURRING**

A. Install members plumb and level with closure strips at all edges. Shim with wood as required to achieve tolerance specified.

1. Fastening: Attach to substrates as indicated; if not indicated, attach material as specified for nailers and blocking.
2. Tolerance: Shim and level wood furring to a tolerance of 1/8" in 10'.
3. Furring to Receive Plywood Paneling: Unless otherwise indicated, 1" x 3" furring at 2' o.c, horizontally and vertically.
4. Furring to Receive Gypsum Drywall: Unless otherwise indicated, 1" x 2" furring at 16" oc, vertically.
5. Option: In lieu of the grounds for hook and bracket strips, fasten the strips directly to the finished plastered walls provided toggle bolts are used, spaced not over 2' o.c. This option is given on condition that a power drill is used for drilling holes for toggle bolts through the plaster and terra cotta partitions.
6. Where walls are furred out to receive wardrobes, lockers, and other casework, provide and set all required dressed studs, blockings,

nailing pieces, and grounds. The studs shall be bolted to the iron frames with 3/8" diameter bolts, spaced as indicated on Drawings.

### **3.08 FLOOR SLEEPERS**

- A. Unless otherwise indicated, install 3" x 3" strips, 12" oc and across abutting walls and restricting features. Anchor to slab with sleeper anchors 16" o.c. Shim level to required height with redwood wedges 8" o.c. Fill space between sleepers and floor slab solid with 1 part Portland cement and 2½ parts sand mortar.

### **3.09 METAL WALL PLUGS**

- A. Furnish to mason all necessary information to enable him to lay out correctly the location for metal wall plugs. All grounds, furring and standing finish on plastered walls and partitions, except where otherwise specified, shall be secured to metal wall plugs.

### **3.10 BOARDS, STRIP**

- A. All Work necessitating the furnishing of boards, strips, casings, and other Work of this nature and the doing of all incidental Work required for the proper finishing and completion of the Work, to the entire satisfaction of the Authority, shall be done by the carpenter.
- B. Where gypsum board walls are indicated, wall shall be furred out with wood furring strips, blocking, and furring, of sizes as required for the conditions, installed vertically approximately 16" O.C. to receive the gypsum board. Furring strips shall be toggle-bolted or expansion-bolted (flush head) to walls and partitions.
- C. Provide fiberglass insulation of walls of Kitchen and bathrooms. Fiberglass shall be 1/2" thick. See Drawing Details.

### **3.11 PROTECTION OF STONework**

- A. The top surfaces, projections, door jambs, sills, steps, ornamental work, of exterior stonework, where liable to damage, shall be protected by temporary boxing. Furnish and set boxing, using only galvanized nails, as soon as the stonework is set and maintain the boxing until the stonework is cleaned down. No material shall be used which will stain or damage the stonework.



**3.12 ROUGH HARDWARE**

- A. Furnish and install all rough hardware, such as nails, bolts, buck anchors, clips, (including expansion and carriage bolts for wall seats, wardrobe brackets, etc.), and all other rough hardware required to secure the carpentry work in place, unless otherwise specified.

**END OF SECTION**

\* \* \*

**LIST OF SUBMITTALS**

<b><u>SUBMITTAL</u></b>	<b><u>DATE SUBMITTED</u></b>	<b><u>DATE APPROVED</u></b>
-------------------------	------------------------------	-----------------------------

Quality Control Certificates:	_____	_____
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1. Pressure Treatment- Certification by treating plant stating chemicals and process used, net amount of chemical preservative retained, and conformance with specified standards.

\* \* \*

**SECTION 06200**  
**FINISH CARPENTRY**

**PART 1 - GENERAL**

**1.01 DESCRIPTION OF WORK**

- A. Provide all finish carpentry Work as indicated on the Drawings and as specified herein.

**1.02 REFERENCES**

- A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.
1. Architectural Woodwork Institute (AWI)  
Architectural Woodwork Quality Standards
  2. American Society for Testing and Materials (ASTM)  
E84 Standard Test Method for Surface Burning Characteristics of Building Materials
  3. American National Standards Institute (ANSI)  
ANSI A208.1
  4. Underwriter's Laboratories, Inc. (UL)

**1.03 SUBMITTALS**

- A. Product Data

Submit manufacturer's or supplier's product data for each product and process specified as work of this Section and incorporated into items of finish carpentry.

- B. Quality Certification

Submit woodwork Manufacturer's (Fabricator's) certification, stating that fabricated woodwork complies with AWI quality grades and other requirements indicated herein.

- C. Wood Treatment Data

Submit chemical treatment manufacturer's instructions for handling, storing, installation, and finish of treated material.

D. Shop Drawings

Submit Shop Drawings showing location of each fabricated item, dimensioned plans and elevations, large scale details and profiles, attachment devices and other components.

1. Identify woodwork item using same identification system shown on Architectural Drawings.
2. Coordinate details and cut-outs to accommodate accessories specified under other Sections.

E. Samples

1. Wood Trim: 12" length of each type and finish (e.g., base, aprons).

F. Low Emitting Materials Compliance Submittals

1. Provide documentation for each adhesive and glue to be used on site, indicating that the adhesives comply with low V.O.C. requirements as stated in Specification Section G01600.

**1.04 QUALITY ASSURANCE**

A. AWI Quality Standard

Comply with applicable requirements of the AWI "Architectural Woodwork Quality Standards", except where indicated otherwise.

B. Fabrication and Installation Qualifications

Firm which can demonstrate a minimum of 5 years of successful experience in fabricating and installing woodwork items similar in type and quality to those required for this project.

C. Submit name of firm to the Authority for approval.

D. All plywood, composite wood products and laminating adhesives used shall contain no added urea-formaldehyde.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Protect woodwork during transit, delivery, storage and handling to prevent damage, soiling and deterioration.
- B. Do not deliver woodwork until operations which could damage, soil or deteriorate woodwork have been completed in installation areas. If woodwork must be stored, store only in areas meeting requirements and conditions specified for installation areas.

**1.06 PROJECT CONDITIONS****A. Conditioning**

Woodwork Installer shall advise the Authority's Representative of temperature and humidity requirements, in writing for woodwork installation and storage areas. Do not install woodwork until required temperature and relative humidity have been stabilized.

- B. Maintain temperature and humidity conditions in installation area as required to maintain moisture content of installed woodwork within 1.0 percent of optimum moisture content as follows:
  - 1. Optimum moisture content of wood: 5-10%
  - 2. Relative humidity required to be maintained in installation and storage areas: 25-55%

**PART 2 - PRODUCT****2.01 MATERIAL****A. General**

- 1. All interior wood finish shall be made up of thoroughly seasoned, kiln dried woods of the kinds specified.
- 2. All material shall be clear on all exposed faces and edges, free from checks, cracks or other blemishes that would mar the appearance of the finished wood.
- 3. In assembling interior woodwork, arrange so that variations in grain pattern are kept to a minimum.
- 4. All material shall be product of one mill.

5. All plywood and laminating adhesives used shall contain no added urea- formaldehyde.
- B. Species and Grades (Lumber)
1. Plain Sawn Appalachian Red Oak, AWI Grade A1 (for transparent finish): interior wood finish throughout, except as otherwise specified or shown on Drawings.

## **2.02 FABRICATION, GENERAL**

A. Wood Moisture Content

Comply with requirements of referenced quality standard for moisture content of lumber at time of fabrication and for relative humidity in installation areas. (See Art. 1.07).

B. Fabricate woodwork to dimensions, profiles, and details indicated.

C. Complete fabrication, assembly, finishing, and other work before shipment to maximum extent possible. Disassemble components only as necessary for shipment and installation. Where necessary, provide ample allowance for scribing, trimming, and fitting.

D. Pre-Cut Openings

Provide woodwork with pre-cut openings, where possible, for hardware, appliances, plumbing fixtures, electrical work and similar items. Locate openings accurately and use templates or roughing-in diagrams for proper size and shape. Smooth edges of cutouts.

E. Measurements

Before fabrication of woodwork to be fitted to other construction, obtain field measurements and verify dimensions and shop drawings detail as required for accurate fit.

1. Where field measurements before fabrication would delay the project, fabricate without field measurements and provide ample borders and edges to allow for scribing and trimming of woodwork.

## **2.03 FIRE-RETARDANT MATERIALS**

- A. Where fire-retardant treated lumber, plywood, and panel products are required by Building Code or indicated on the drawings, provide materials

which are pressure impregnated with fire-retardant chemicals and comply with the following requirements:

1. Fire-Retardant Chemicals: Use chemicals which do not bleed through or otherwise adversely affect adhesives or finishes. Do not use colorants to distinguish treated lumber and panels from untreated lumber and panels.

B. Fire-Performance Characteristics

Provide materials which are identical to those tested in accordance with ASTM methods and time periods indicated, are listed for fire performance characteristics by Underwriter's Laboratories, Inc., or other testing agency acceptable to authorities having jurisdiction.

1. Marking: Identify treated lumber with separable paper classification marking of inspecting and testing agency.
2. Surface Burning Characteristics: Not exceeding values indicated below, tested in accordance with ASTM E84 for 30 minutes which no evidence of significant combustion.
  - a. Flame Spread: 25.
  - b. Smoke Developed: 50.

- C. Kiln-dry woodwork after treatment to levels required for non-fire-retardant woodwork materials. Maintain moisture content required by kiln drying, before and after treatment. Do not use treated lumber which does not comply with requirements of referenced woodworking standard.

- D. Where fire-retardant particleboard and fiberboard are used, provide panels with fire-retardant chemicals to achieve surface-burning characteristics of 20 for flame spread and 25 for smoke developed when tested in accordance with ASTM E84.

Comply with ANSI A208.1 for Grade M-1 panels. Minimum density 40 lbs./cu. ft.

Linear expansion: Maximum average 0.35%.

## 2.04 LUMBER THICKNESS

- A. Finish thicknesses of members, and tolerances permitted:

Comply with AWI Section 3, 4.2.1.

**2.05 GLUING**

- A. Gluing for wood member thickness and for wood member width  
Comply with AWI- Section 3, 4.2a.
- B. All glues shall comply with V.O.C. requirements specified in Section G01600.

**2.06 WINDOW TRIM**

- A. Trim wood windows in accordance with Drawing Details.
- B. Secure stop beads on all double-hung windows with screws and slotted washers set 3" from the ends and not more than 16" on centers.

**2.07 DOOR HOLDER BLOCKS**

- A. Blocks of same wood species as trim shall be furnished and set where required to receive door holders. See Drawing Details.

**2.08 FINISHING (SHOP APPLIED)**

- A. Finishing shall be as specified in Section 09000 - Painting

**PART 3 - EXECUTION****3.01 CONDITION OF SURFACES**

- A. Examine all grounds, stripping and blocking, to secure paneling and other items provided under this Section.
- B. Do not install until all defects are corrected.

**3.02 INSTALLATION**

- A. Install woodwork plumb and level without distortion.
- B. Shim as necessary with concealed shims.
- C. Accurately scribe and closely fit all face plates, filler strips and trim strips to irregularities of adjacent surfaces.
- D. Do all Work in strict accordance with the details for the various portions of the Work.



- E. For adjoining pieces of hardboard, carefully select to match the color and grain as closely as possible.
- F. Interior finish  
  
High-speed machine work, free from planing machine marks, sandpapered smooth, ready to receive paint or varnish.
- G. Carefully fit woodwork and secure with finishing nails; countersink nails.
- H. Properly house stiles and rails into framework and properly nail and glue all parts together.
- I. Miter, with miters doveled or clamped, all trim joints except window trim.
- J. For joining of window trim, see Details.
- K. Round base and all other moldings on walls at all salient angles; where columns occur in partitions, follow contour.
- L. Carefully cut and fit wood trim at convectors.
- M. Install all trim, when applied to a surface less than 13 feet in length, in one length: no piecing will be accepted. Provide bevel joints, where joints are required; no butt joints will be accepted.
- N. In addition to machine sanding, sand all interior woodwork by hand with 00 sandpaper to give trim a smooth surface for finishing.

### **3.03 APPLYING HARDWARE**

- A. Fasteners for Interior Finish Carpentry: Nails, screws, and other anchoring devices of type, size, material, and finish required for application indicated to provide secure attachment, concealed where possible.
  - 1. Where finish carpentry materials are exposed in areas of high humidity, provide fasteners and anchorages with hot-dip galvanized coating complying with ASTM A153/A153M.
- B. Apply all miscellaneous hardware not specified to be installed under Section 08710, and other Sections.

### **END OF SECTION**

**LIST OF SUBMITTALS**

<b><u>SUBMITTAL</u></b>	<b><u>DATE SUBMITTED</u></b>	<b><u>DATE APPROVED</u></b>
Product Data:	_____	_____
1. Manufacturer's or supplier's product data for each product and process		
Quality Certification:	_____	_____
1. Compliance with AWI quality grades and other requirements		
Wood Treatment Data:	_____	_____
1. Chemical treatment manufacturer's instructions		
Fire-Retardant Treatment:	_____	_____
1. Certification by plant.		
2. Certification of approval by Nationally Recognized Testing Agency		
Shop Drawings:	_____	_____
1. Location of each fabricated item		
2. Dimensioned plans and elevations		
3. Large scale details and profiles		
Samples:	_____	_____
1. Wood Trim - 12" length of each type and finish (e.g., base, casings, stools, aprons)		
Quality Assurance:	_____	_____
1. Certification of experience		

Project Conditions:

\_\_\_\_\_

1. Temp. and humidity reqmt's.  
for storage and installation

Low-Emitting Materials:

\_\_\_\_\_

1. Documentation of VOC content  
for each adhesive and glue used inside  
the building to show compliance  
with Section G01600.

\* \* \*

**SECTION 07212**  
**MISCELLANEOUS BUILDING INSULATION**

**PART 1 - GENERAL**

**1.01 DESCRIPTION OF WORK**

- A. Provide all miscellaneous insulation (thermal and/or acoustic, rigid, blanket, or batt) not explicitly specified in other Sections.
- B. Provide miscellaneous building insulation where indicated on the Drawings, where required for proper completion of the Work, and at the following locations:
  - 1. Exterior walls of the apartment.
  - 2. In the attic, above the ceiling.

**1.03 REFERENCES**

- A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.
- B. ASTM International (ASTM)
- C. New York City Board of Standards and Appeals (BSA) approvals, or New York City Materials Equipment Acceptance (MEA) approvals.
- D. International Organization for Standardization (ISO)
- E. European Standards(EN)

**1.04 SUBMITTALS**

- A. Samples
  - 1. Submit 12" x 12" sample of each type of insulation.
  - 2. Sample shall clearly indicate manufacturer's label and material designation.
- B. Manufacturer's Catalog Information

Provide current manufacturers' catalog information and data sheets on each type of insulation furnished.

C. Certificate

When the miscellaneous building insulation is a component of a fire-rated assembly, or is required by local regulations to meet certain characteristics, furnish New York City BSA or MEA resolution of approval of material.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Materials shall be properly identified with manufacturer's name and, where required, BSA or MEA approval number.
- B. Store materials on the site in a dry area protected from the weather.
- C. Protect moisture sensitive insulation materials with polyethylene film or waterproof covering. Do not leave foam plastic insulation exposed to direct sunlight.
- D. Do not leave exposed in areas where traffic might cause mechanical damage to product.

**PART 2 – PRODUCTS**

**2.01 MANUFACTURER**

- A. Dupont
- B. Owens Corning
- C. Thermafiber Corporation
- D. CertainTeed
- E. Rockwool North America.
- F. Johns Manville

**2.02 MATERIALS**

- A. Rigid Insulation

1. Extruded polystyrene, rigid, ASTM C578 Type IV with R-value (aged) of 5.0/inch at 75°F mean temperature when tested in accordance with ASTM C518.
  - a. Minimum compressive strength:
    - 1) 25 psi in vertical direction when tested in accordance with ASTM D1621.
    - 2) 40 psi in vertical direction when tested in accordance with ASTM D1621 for insulation placed as part of a radiant floor heating system.
  - b. Maximum water absorption: 0.3% by volume when tested in accordance with ASTM C272.
  - c. Surface Burning Characteristics in accordance with UL tests): Flame Spread - 15, Smoke Developed - 165.
2. Provide Styrofoam Brand square edge by Dupont or Foamular 250 by Owens Corning. Product shall not be produced with or contain any of the U.S. EPA regulated CFC compounds which are listed in the Montreal Protocol and manufactured meeting manufacturing requirements for sale in New York.

Panel thickness: as shown on the Drawings.
3. Adhesive: Type recommended by insulation manufacturer.

B. Mineral Fiber Blanket or Batt (ASTM C665)

1. Sound Attenuation: Type I, thickness as indicated on the Drawings. Density: 2.5 lbs/cubic foot minimum. Thermafiber, Corp.; Rockwool North America; Johns Manville.
2. Foil-backed insulation: Type III, Class A, thickness and R-value as indicated on the Drawings. Density: 3 lbs/cubic foot minimum. R-value: 3.7 min. per inch of thickness. Foil backing shall be omitted from blankets in assemblies indicated to include other vapor retarding materials. Thermafiber, Corp.; Johns Manville.
3. Blanket and batt insulation units shall be manufactured with a minimum of 20% of pre-consumer content materials.
4. Fungi Resistance: Insulation and facing shall be fungi resistant when tested in accordance with ASTM C1338

**PART 3 - EXECUTION****3.01 EXAMINATION**

- A. Verify that surfaces are free of defects or protrusions and ready to receive insulation. Do not begin installation until defects are remedied.

**3.02 INSTALLATION**

- A. Install insulation as shown on Drawings and in accordance with manufacturer's instructions.
- B. Butt units tightly.
- C. Shape insulation around obstructions by means of saw, knife, or other sharp tool.
- D. Where insulation is part of the exterior envelope of the building, install insulating material to form a continuous building enclosure without gaps.
- E. For insulation installed as part of the radiant floor system with a Self-leveling underlayment overlay, refer to Section 03542.
- F. For insulation installed as part of a radiant floor system with a cast-in-place concrete overlay, install in insulation manufacturer recommended adhesive.

**END OF SECTION**

**LIST OF SUBMITTALS**

**SUBMITTAL**

**DATE SUBMITTED**

**DATE APPROVED**

Samples:

\_\_\_\_\_

- 1. 12" x 12" sample of each type of insulation

Manufacturers' Catalog Information:

\_\_\_\_\_

- 1. Catalog and data sheets for each type of insulation

Certification:

\_\_\_\_\_

- 1. BSA or MEA resolution of approval of materials, when required.

\* \* \*



**SECTION 07900**  
**JOINT SEALERS**

**PART 1 - GENERAL**

**1.01 DESCRIPTION OF WORK**

- A. Provide all joint sealer Work as indicated on the Drawings, as required for the completed Work, and as specified herein. This Section includes joint sealants for the following applications:
1. Interior joints in the following vertical surfaces and horizontal nontraffic surfaces:
    - f. Joints between metal display boards, display cases, electric panel boards and partitions or other facing materials.
    - h. Joints between plumbing fixtures and adjoining walls, floors, and counters.
    - i. Other joints as indicated.
- B. The work of this section shall not take place until all PCB containing caulk has been removed in accordance with section 02082 and paint (as designated by the Authority) has been removed in accordance with Section 02085 - Exterior Paint Removal.

**1.02 REFERENCES**

- A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work
1. ASTM International (ASTM)

**1.03 SUBMITTALS**

- A. Product Data
- Catalog sheets, specifications, and installation instructions for each type of joint sealant product specified except miscellaneous materials.
- B. Samples for Initial Selection:
1. For general purpose use around windows and at relieving angles, Colors of Exposed Joint Sealants: Match Architect's samples.

2. For all other uses: provide Manufacturer's color charts consisting of strips of cured sealants showing the full range of Manufacturer's standard colors available for each product exposed to view.
- C. Samples for Verification: For each type and color of joint sealant required, provide Samples with joint sealants in 1/2" wide joints formed between two 6" long strips of material matching the appearance of exposed surfaces adjacent to joint sealants
- D. Quality Control Submittals
1. Product Certificates: For each type of joint sealant and accessory, signed by product manufacturer.
  2. Installer's Qualifications Data: Affidavit required under Quality Assurance Article.
  3. Company Field Advisor Data: Name, business address, and telephone number of Company Field Advisor.
  4. Preconstruction Test Results
    - a. Sealant manufacturer's test reports certifying compatibility and adhesion with all contiguous materials.
    - b. Sealant manufacturer's test reports certifying that the sealant will not stain contiguous materials.
    - c. The results of field adhesion testing.
- E. Mock-ups
- In accordance with Article titled Quality Assurance.
- F. Low Emitting Materials Compliance Submittals
1. Provide documentation for each sealant, sealant primer and cleaner to be used on site and within the weatherproofing/waterproof membrane (interior) of the building, indicating that the sealants and primers meet V.O.C. requirements as stated in Specification Section G01600.

#### **1.04 QUALITY ASSURANCE**

##### **A. Installer's Qualifications**

The persons installing the sealants and their supervisor shall be personally experienced in the installation of sealants and shall have been regularly

employed by a company engaged in the installation of sealants for a minimum of two years.

B. Container Labels

Include manufacturer's name, trade name of product, kind of material, federal specification number (if applicable), expiration date (if applicable), and packaging date or batch number.

C. Preconstruction field-adhesion testing

Before installing sealants, field test their adhesion to Project joint substrates as follows:

1. Locate test joints as directed by Architect.
2. Conduct field adhesion tests for each kind of sealant and joint substrate.
3. Test using ASTM C1193 Method A: For joints with dissimilar substrates, verify adhesion to each substrate separately
4. Do not use sealants that fail to adhere to joint substrates during testing.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, store, and handle joint sealer materials as recommended by the Manufacturer, to protect from damage.

**1.06 PROJECT CONDITIONS**

A. Environmental Requirements

1. Temperature: Unless otherwise approved or recommended in writing by the sealant manufacturer, do not install sealants at temperatures below 40°F or above 85°F.
2. Humidity and Moisture: Do not install the Work of this Section under conditions that are detrimental to the application, curing, and performance of the materials.
3. Ventilation: Provide sufficient ventilation wherever sealants, primers, and other similar materials are installed in enclosed spaces. Follow manufacturer's recommendations.
4. Do not proceed with installation of joint sealants under the following conditions

- a. When joint substrates are wet.
  - b. Where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.
  - c. Contaminants capable of interfering with adhesion have not yet been removed from joint substrates.
  - d. Surfaces are frozen.
  - e. Surfaces are superheated by the sun.
- B. Protection
- 1. Protect all surfaces adjacent to sealants with non-staining removable tape or other approved covering to prevent soiling or staining.
  - 2. Protect all other surfaces in the Work area with tarps, plastic sheets, or other approved covering to prevent defacement from droppings.
  - 3. Protect any painted surfaces which are not included in the Work from impact or damage.

## **PART 2 - PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Momentive Performance Materials-GE Silicones, Waterford, NY 12188
- B. Dow Corning Corp., Midland, Michigan 48686
- C. Pecora Corp., Harleyville, PA
- D. Tremco Sealants and waterproofing, Beachwood, OH 44122
- E. Bostik, Middleton, MA 01949
- F. Sika Corporation, Lyndhurst, NJ 07071
- G. Schul International, Pelham, NH 03076
- H. Emseal Joint Systems Ltd., Westborough, MA 01581

### **2.02 SEALANTS**

- A. Type 1C Sealant - For general use around windows, store front systems, door frames, metal panel systems, metal coping, louvers, cast stone copings

and other junctures where movement occurs, non staining on concrete or masonry surfaces.

One-part low or medium modulus neutral cure silicone sealant that won't stain concrete and masonry surfaces; ASTM C920 classifications type S, grade NS, class 50, uses NT, M, G, A and O: Pecora 864 NST; Tremco Spectrem-2 or Dow Corning 795 or Sika SikaSil WS 295.

Provide custom colors for use around window perimeters, to match window frame or masonry, or other colors as determined by the Architect.

B. Type 1D Sealant (use at interior wet areas only-- Bath and Shower areas)

One-part, mildew resistant silicone sealant; ASTM C920 classifications type S, grade NS, class 25, uses NT, M, G and A: Dow Corning 786-M, General Electric Sanitary SCS1700, Pecora 898-NST, Sika Sikasil -N plus or Tremco Tremsil 200 with fungicide.

C. Type 2 sealant (narrow joint seam sealer for joints & cracks 1/4" or less in width)

Silicone sealers: Pecora 1215 seam sealer or Dow Corning 1299

D. Type 3 Sealant (for concealed bedding only).

One-part butyl rubber sealant; Pecora BC-158, Bostik Chem-Calk 300, or Tremco Butyl.

E. Type 4 Sealant (use at high temperature applications, e.g., flues)

One-part silicone sealant for high temperature; ASTM C920 classifications type S, grade NS, class 25, uses NT, M, G, and A: Momentive Performance Materials-GE RTV 106, Dow Corning 736, Tremco Spectrem 1 or Sika Sikasil-GP HT Red

## 2.03 JOINT FILLERS

A. Expanded Polyethylene Joint Filler (for existing joints)  
Flexible, compressible, closed-cell polyethylene of not less than 10 psi compression deflection (25 percent).

Resilient, compressible, semi-rigid; W.R. Meadow Ceramar or equal.

## 2.04 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.

1. For primers used on site and within the weatherproofing/waterproof membrane (interior) of the building comply with V.O.C. requirements specified in Section G01600.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
1. For cleaners used on site and within the weatherproofing/waterproof membrane (interior) of the building comply with V.O.C. requirements specified in Section G01600.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.
- D. Provide sealant backings (backer rods) 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.
1. Cylindrical Sealant Backings: ASTM C1330, Type C (closed-cell polyethylene or urethane material with a surface skin), as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
- E. Bond Breaker Tape
- Polyethylene or other plastic tape as recommended by the sealant manufacturer; non-bonding to sealant; self-adhesive where applicable.

### **PART 3 - EXECUTION**

#### **3.01 EXAMINATION**

- A. Examine all joint surfaces for conditions that may be detrimental to the performance of the completed Work. Do not proceed until satisfactory corrections have been made.

#### **3.02 PREPARATION**

- A. Clean joint surfaces immediately before installation of sealant and other materials specified in this Section.

1. Remove all loose materials, dirt, dust, rust, oils and other foreign matter that will impair the performance of materials installed under this Section.
2. Remove lacquers, protective coatings and similar materials from joint faces with manufacturer's recommended solvents.
3. Thoroughly clean surfaces on which sealant is to be applied using methods such as grinding, acid etching or other approved and manufacturer's recommended means, if required, to clean the joint surfaces, assuring that the sealant materials will obtain positive and permanent adhesion.
4. Prime surfaces, if required, as recommended by Manufacturer before applying sealant.

### **3.03 JOINT BACKING INSTALLATION**

- A. Install bond breaker tape in relaxed condition as it comes off the roll. Do not stretch the tape. Lap individual lengths.
- B. Install backer rod of sufficient size to fill the joint width at all points in a compressed state. Compress backer rod at the widest part of the joint by a minimum of 25 percent. Do not cut or puncture the surface skin of the rod.

### **3.04 SEALANT INSTALLATION**

- A. Except as shown or specified otherwise, install sealants in accordance with the manufacturer's printed instructions.
- B. Install sealants with ratchet hand gun or other approved mechanical gun. Where gun application is impracticable, install sealant by knife or by pouring, as applicable.
- C. Finishing

Tool all vertical, non-sag sealants so as to compress the sealant, eliminating all air voids and providing a neat smoothly finished joint. Provide slightly concave joint surface, unless otherwise indicated or recommended by the manufacturer.

1. Use tool wetting agents as recommended by the sealant manufacturer.

### **3.05 FIELD QUALITY CONTROL**

1. Inspect tested joints and report on the following:

- a. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.
  - b. Whether sealants filled joint cavities and are free of voids.
  - c. Whether sealant dimensions and configurations comply with specified requirements.
2. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.
  3. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
  4. Evaluation of Field Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

### **3.06 CLEANING**

- A. Immediately remove misapplied sealant and droppings from metal surfaces with solvents and wiping cloths. On other materials, remove misapplied sealant and droppings by methods and materials recommended in writing by the manufacturer of the sealant material.
- B. After sealants are applied and before skin begins to form on sealant, remove all masking and other protection and clean up remaining defacement caused by the Work.

### **END OF SECTION**

\* \* \*



**LIST OF SUBMITTALS**

<b><u>SUBMITTAL</u></b>	<b><u>DATE SUBMITTED</u></b>	<b><u>DATE APPROVED</u></b>
Product data:	_____	_____
1. Catalog sheets, specifications, installation instructions for each item specified		
Samples:	_____	_____
1. Manufacturer's color charts for Initial Selection		
2. Samples for Verification for each type and color of joint sealant		
3. Color samples for paint for type of sealant/application		
Quality Assurance	_____	_____
1. Manufacturer's Product Certificates		
2. Installer's Qualifications Data		
3. Company Field Advisor Data		
4. Manufacturer's test reports certifying compatibility		
5. Manufacturer's test reports certifying that sealant will not stain		
Mock-ups:	_____	_____
1. Each location		
Low Emitting Materials:	_____	_____
1. Documentation of VOC content for each sealant, sealant primer and cleaner to be used inside the building to show compliance with Section G01600.		

\* \* \*

**SECTION 08210**  
**WOOD DOORS**

**PART 1 - GENERAL**

**1.01 DESCRIPTION OF WORK**

- A. Provide all interior flush wood doors with wood veneer, factory-finished, pre-fit and pre-machined as indicated on the Drawings and as specified herein.

**1.02 REFERENCES**

- A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.

1. Architectural Woodwork Institute's (AWI) Architectural Woodwork Standards (AWS) Section 9 Doors, Section 5 Finishing, Section 4 Sheet products.
2. ASTM International (ASTM)
3. International Organization for Standardization (ISO)
4. European Standards (EN)

**1.03 SUBMITTALS**

A. Product Data

1. Catalog sheets, specifications, and installation instructions for each type door specified.
2. Factory-finishing specifications.
3. Manufacturer's catalog data for each type of perforated metal panel or louver assembly to be installed in doors.

B. Shop Drawings

1. Show details, elevation, and construction for each door type, location and installation requirements for Finish Hardware (including cutouts and reinforcements), and accessory items, for each type of door indicated. Include details of core and edge

construction, perforated metal panels, louvers, and trim for openings.

2. Include a Schedule of Doors using the same reference numbers for details and openings as those on Contract Drawings.

C. Samples

1. Corner sample of each door type, with panel (if any). Size 5" x5" minimum. Sample(s) shall be representative of the actual construction in all respects including proposed veneers and finish.
2. For factory finished doors, include shop finish on samples.

D. Quality Assurance Certifications (per Par. 1.05 C.)

E. Warranty per Article 1.08

F. Certification and Test Report

H. Low Emitting Materials Compliance Submittals

1. Provide documentation for each adhesive and glue to be used indicating that the adhesives and glues comply with V.O.C. requirements as stated in Specification Section G01600.

**1.04 QUALITY ASSURANCE**

A. Standards

Unless otherwise specified, comply with the applicable requirements of the "Architectural Woodwork Standards (2009)" (AWS), Sections 4, 5 and 9, Premium Grade.

B. Manufacturer

Minimum 5 years successful experience in manufacturing the type of doors specified.

C. Certifications

Affidavit by door manufacturer certifying that each door meets the specified requirements and standards.

- D. All interior solid core doors shall be furnished by one manufacturer.

- E. All plywood, composite wood products and laminating adhesives used shall contain no added urea-formaldehyde.

#### **1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Factory Finished Doors

Deliver doors in factory applied plastic bags, wraps or heavy paper protective cartons. Mark doors and packaging with sufficient identification to ensure proper door location.

- B. Comply with Manufacturer's delivery, storage, and handling instructions.

#### **1.06 PROJECT CONDITIONS**

- A. Environmental Requirements

Do not store doors within the building or install doors until after completion of, gypsum board and tile Work, and until the humidity and temperature conditions are acceptable. Comply with Manufacturer's recommendations.

#### **1.07 MANUFACTURER'S WARRANTY**

- A. Provide written full, unlimited "Life of Original Installation" warranty, commencing at date of substantial completion, for replacement, rehangng and refinishing of all doors which develop defects in materials and workmanship including warping and telegraphing of core construction to face veneers.

#### **1.08 FIELD EXAMINATION**

- A. At the Site, during door installation, the Authority reserves the right to select at random one or more doors for examination by cutting a portion of such size to reveal the construction of the particular door.
  - 1. If the examination finds that the doors examined do not comply with requirements of the Specifications, all doors shall be removed from the Site and new doors shall be provided. Costs of examination and replacement of rejected doors shall be borne by Contractor.
  - 2. If the examination finds that the doors do comply with the requirements of the Specifications, the cost of the examination and the cost of the replacement of the examined doors will be borne by the Authority.

### **PART 2 - PRODUCTS**

**2.01 ACCEPTABLE MANUFACTURERS**

- A. VT Industries/Eggers Industries, Neenah, WI
- B. Marshfield-Algoma, a Masonite Company
- C. Mohawk Flush Doors, Inc., Northumberland, PA
- D. Graham Wood Doors, a Masonite Company

**2.02 MATERIALS**

- A. Lumber

Comply with applicable AWI/AWS species and lumber grade requirements for door type and grade.

- 1. Exposed Surfaces: As indicated on the Drawings or specified. Furnish matching exposed surface material on both faces and both vertical edges of each door unless otherwise indicated.

- B. Wood Veneers

Comply with applicable AWS species requirements for door type and grade.

AWS section 9, 1.2.18.2.8: Veneer shall be of sufficient thickness so as not to permit show thru of crossbanding after sanding.

- 1. Veneer species: red oak.
- 2. Veneer cut AWS section 4, 1.2.18.2: plain sliced (flat cut)
- 3. Veneer Face Grade AWS section 9, 4.2: Grade "A". As described in HPVA tables AWI section 4.2 ANSI/HPVA-1-2009.
- 4. Matching Between Leaves AWS 4, 1.2.19: Book Match
- 5. Veneer match AWI 4, 1.2.20: Assembly of Spliced Veneer on Face will be Running Match
- 6. Veneer in pairs of doors AWS 9, 1.2.18: Pair Match all pairs and Set Match all pairs located within six inches of each other or separated only by mullions or are within 10 feet of each other when doors are in the closed position. Set match doors within the same room.

8. Faces shall be assembled with Type I waterproof glue and shall be 2-Ply Construction for AWS Five (5) Ply doors.

C. Glue

1. Type I waterproof adhesives for bonding faces and crossbands to core and both horizontal and vertical edges to core.
2. All glues shall comply with V.O.C. requirements specified in Section G01600.
3. Glues shall contain no added urea-formaldehyde.

## 2.03 **FABRICATION**

A. Interior Flush Wood Doors

All doors shall be constructed, at a minimum, in accordance with AWI's Architectural Woodwork Standards (current edition), Section 9 - Doors, Premium Grade, SCL-5. Doors shall be solid structural composite lumber core bonded to stiles, 5-ply construction with the following requirements:

1. SCL (Structural Composite Lumber) Core: Grain direction parallel to the door stiles. Minimum Physical and Mechanical Properties to include:
  - a. Density of 38 pcf  $\pm$  2 lbs.
  - b. Internal Bond = 75 psi
  - c. Minimum Screw Withdrawal Face #12 screw = 400 lbs as per WDMA-TM-10.
  - d. Minimum Screw Withdrawal Edge #12 screw = 385 lbs as per WDMA-TM-10.
2. Door Thickness: 1<sup>3</sup>/<sub>4</sub>".
3. Face Veneer Thickness: Veneer shall be of sufficient thickness so as not to permit show-through of cross banding after sanding.
4. Cross Banding: shall be hardwood veneer with a minimum thickness of 1/16". Particleboard crossbanding is not permitted. Composite crossbands of fiber wood is not permitted unless it meets the minimum internal bond and linear expansion:

- a. Crossbands must extend the full width of the door and have grain direction at 90° to the face of the door.
  - b. Minimum properties include internal bond minimum of 220 psi per ASTM D1037 and minimum linear expansion of less than 0.3 % per ASTM D1037
5. Stiles on vertical edges: Each vertical stile shall be full length hardwood to be matching and the same species as the face veneer. Thickness of the matching outer hardwood stile shall be at least 3/8" after all trimming. Stile shall be bonded to the core. Veneer only and finger joints are not acceptable. Drill 5/32" pilot holes for all hinge screws at the factory.
  6. Rails: Top and bottom horizontal rails, when provided, shall be manufacturer's option, bonded to core. Structural composite lumber, if exposed, shall be sanded.
  7. All door cores and crossbands used shall contain no added urea-formaldehyde.

B. Finishes

Exposed Surfaces for Transparent Finish: AWS Premium Grade, book matched, Plain Sliced Red Oak veneer face panels.

D. Transom and Side Panels

Panels of identical quality and appearance as associated wood doors where panels are indicated in the same framing system as wood doors.

E. Acoustical Doors

Doors shall comply with all applicable requirements for solid core flush interior doors and in addition shall comply with requirements as hereinafter specified.

1. Thickness: 1<sup>3</sup>/<sub>4</sub>".
2. STC for operable leaf: 38-42, tested in accordance with ASTM E90. Submit test report to the Authority.
3. Finish of door: as indicated on the Drawings.

4. Contractor shall submit letter to the Authority indicating that the acoustical door proposed will be installed per manufacturer's recommendations to provide acoustical rating range noted above.
5. Acoustical seal set  
  
Perimeter seal provided to meet specified acoustical rating. Finish to match door hardware.
6. Threshold Seal: Plunger operated, self-retracting neoprene gasket sweep. Mechanism to be completely housed in bottom of door.
7. Door with vision panel
  - a) Provide factory installed lite to meet specified acoustical rating or
  - b) Provide cutout for glazing to receive noise reducing glass as specified under Section 08800.
8. Hardware: Perimeter seal and threshold seal, to be furnished under this section; finish shall match door hardware specified.

**2.04 FACTORY FINISHING, PREFITTING, AND PREPARATION FOR HARDWARE**

A. Factory Finishing

Prefinish wood doors at the factory or finishing shop as follows:

1. Comply with AWS Section 5, Finishing Recommendations, including proper sanding requirements.
2. Finishing: Custom grade
  - a. Stain Color: As selected by Project Architect.
  - b. If Open Grain Wood: Filled finish
  - c. Sheen:  
Transparent finish: Satin-medium rubbed effect, range 31 to 45  
Opaque finish: Semi-gloss effect, range 46 to 60
  - d. Comply with the following requirements of AWS Finish System, section 5, 1.2.14.3:



- i) Chemical resistance score, ASTM D1308: greater than 117
- ii) Wear index - abrasion resistance, ASTM D4060: 5
- iii) Cross hatch adhesion, ASTM D3359: 5

B. Factory Prefitting and Premachining for Hardware

Prefit doors scheduled or indicated to receive factory finishing. Premachine these doors for hardware.

1. Comply with AWS clearance requirements for prefitting, except provide 1/4" undercut. Undercut acoustic doors to accommodate door bottom hardware. Machine doors for hardware requiring cutting of doors. Comply with finish hardware schedule, door frame shop drawings, and hardware templates to ensure proper fit and alignment of doors and hardware.
2. Verify hardware mortises in steel frames in the field to verify dimensions and proper alignment prior to proceeding with factory machining of doors.

### **PART 3 - EXECUTION**

#### **3.01 PREPARATION**

- A. Condition doors to average prevailing humidity in installation area prior to hanging.
- B. Prepare doors to receive scheduled mortise hardware. Coordinate doors with the finish hardware schedule and with the door frame shop drawings for proper location of mortise hardware.
- C. Openings: Cut and trim openings through doors in factory to receive vision panels, perforated metal panels or louvers, where indicated.

#### **3.02 DOOR INSTALLATION**

- A. Install the Work of this Section in accordance with manufacturer's printed installation instructions, except as shown on the Drawings or specified otherwise.
- B. Prefit Doors

Do not alter prefit factory finished doors.

C. Factory Finished Doors

Field touch-up and restore finishes damaged during installation.

**3.03 HARDWARE INSTALLATION**

- A. Install all door hardware as specified in Section 08710; fit and adjust for proper working.

**END OF SECTION**

**LIST OF SUBMITTALS**

<b><u>SUBMITTAL</u></b>	<b><u>DATE SUBMITTED</u></b>	<b><u>DATE APPROVED</u></b>
Product Data:	_____	_____
Catalog sheets, specifications, and installation instructions for each type of door		
Shop Drawings:	_____	_____
1. Details, elevation, and construction for each door type. Location, installation, finish hardware, and accessories		
2. Schedule of doors		
Samples:	_____	_____
1. Corner of each door type, 12" x 12"		
2. Shop finish for factory finished doors		
3. Perforated metal panel		
4. Door Louver		
Quality Assurance:	_____	_____
1. Certificate by door manufacturer certifying doors meet requirements and standards		
Warranty:	_____	_____
1. Manufacturer's unlimited "Life of Original Installation" warranty		
Certification and Test Report:	_____	_____
1. STC test certificate for acoustical doors		

Low Emitting Materials Submittals: \_\_\_\_\_

1. Documentation of VOC content for each adhesive and glue used inside the building to show compliance with Section G01600.

Sustainability: \_\_\_\_\_

1. Manufacturer's documentation that composite wood products contain no added urea-formaldehyde. Document binder used.
2. Manufacturer's documentation that laminating adhesives, both field and shop applied, contain no added urea-formaldehyde. Document binder used.
3. **Product Specific Declaration or EPD with each material submittal.**

\* \* \*

**SECTION 08710**  
**FINISH HARDWARE**

**PART 1 - GENERAL**

**1.01 DESCRIPTION OF WORKROOM**

- A. Provide finish hardware as indicated on Drawings, as specified herein and as needed for complete hardware requirements.

**1.02 REFERENCES**

- A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.
1. American National Standards Institute (ANSI).
  2. National Fire Protection Association (NFPA).
  3. Door and Hardware Institute (DHI).
  4. Underwriters Laboratories (UL).
  5. Builders hardware Manufacturers Association (BHMA)
  6. International Organization for Standardization (ISO)
  7. European Standards (EN)

**1.03 SUBMITTALS**

- A. Manufacturer's Technical Product Data: Submit for each hardware item type, including cuts, specifications and characteristics, instructions for installation, operation, and maintenance.
- B. Samples: Prior to submittal of the final hardware schedule and prior to delivery of hardware, submit one (1) sample of each typical exposed classroom lockset unit. The sample will be reviewed by the ARCHITECT for design, color and texture only. Compliance with other requirements is the exclusive responsibility of the Contractor. Samples approved by the Architect shall be turned over to the Authority for attic stock.
- C. Hardware Schedule

NOTE: Provide Schedule for entire Project; using hardware set numbers listed in paragraph 4.01, in one submittal, unless otherwise directed. Submit Hardware Schedule in book form (8½" x 11" pages), indicating the following for each item. No continuous computer printout permitted.

1. Locations of hardware, with cross-reference to schedules and other indications on Drawings.
2. Name, manufacturer, type, style, size, function, and finish.
3. Information for fastenings.
4. Mounting Locations.
5. Materials and sizes of doors and frames.
6. Explanation of abbreviations and symbols.

At time of submittal of Hardware Schedule, furnish hardware templates to fabricators of other factory-prepared work necessary for installation of hardware.

D. Templates

E. Key Schedule

1. **For Addition projects**, consult with the Authority prior to preparing a keying schedule in order to confirm the required keying scheme.
2. Submit Hardware Key Schedule, prepared by hardware supplier, to the Authority within forty-five (45) days after starting date of Contract.
3. Stamp top face of each key with letter and number using keyset symbols as set forth in the BHMA handbook. Tag each series of keys.
4. Stamp face of each cylinder with the same corresponding keyset symbols.
5. Locks shall be made up on combinations as specified.

- F. Furnish schedule of keys in quadruple indicating keyset symbol of each key and number of rooms, cases, lockers, and other locations for which the keys are intended. Submit schedule for approval before making keys.
- G. Deliver to the Authority the required number of keys for each lock, properly marked
- H. Key Cabinet Schedules
- I. Key Machine, Key Blanks and Attic Stock

Furnish the following in accordance with Article 4.02E:

- 1. Automatic key cutting machine.
- 2. 300 of each manufacturer's cylinder key blanks.
- 3. 10% attic stock of manufacturer's cylinders with keys.

- J. Warranties

Furnish Warranties as specified in Article 1.09

Submit generic or product specific EPDs or Product Specific Declaration.

#### **1.04 QUALITY ASSURANCE**

- A. Hardware Supplier

Finish hardware shall be furnished by those having a minimum 5 years of builders hardware experience and shall have in their employ at least one certified Architectural Hardware Consultants (AHC) to correctly interpret the plans, detailed drawings and specifications.

- B. Manufacturer

- 1. Manufacturer shall have minimum of three (3) years successful experience manufacturing types and sizes of Hardware specified herein.
- 2. Obtain each hardware type from a single manufacturer.

- C. Minimum Quality Requirements

- 1. The manufacturer shall certify that the Hardware items to be furnished shall be of quality specified herein, and meet the

requirements of the applicable ANSI A156 Grade 1 standard for each item.

2. Manufacturers Certificate that closers meet the 5,000,000 cycle test requirement.



**1.05 SHIPPING, STORAGE, AND HANDLING**

- A. Package and ship hardware to prevent damage. Properly identify and tag each item. Sort, package and mark hardware with set numbers.
- B. Inventory hardware immediately upon delivery.
- C. Provide secure (locked) storage area for hardware until installed.

**1.06 PROJECT CONDITIONS**

- A. Coordinate hardware with other work. Tag each item or package separately, with identification related to the final hardware schedule and include basic installation instructions in the package. Furnish hardware items of proper design for use on doors and frames of the thickness, profile, swing, security and similar requirements indicated and as necessary for proper installation and functions. Deliver packaged hardware items to the proper locations for installation.
- B. Furnish hardware templates to each fabricator of doors, frames and other work to be factory prepared for the installation of hardware.

**1.07 CONSTRUCTION KEYING**

- A. All new buildings, additions or phased modernization projects must utilize a Construction Master Key System. This system is to insure the integrity of the keys and the security of the building. This system must be utilized throughout the construction period. Upon acceptance of Project by the Authority, the temporary construction cores must be removed and replaced with permanent cores before the 'Building Turnover'.

**1.08 WARRANTIES**

- A. The hardware manufacturers shall provide full replacement warranty as listed below. Replacement warranty shall include material and labor cost.
 

-Locksets, etc.	1 year.
-Hinges	1 year.
-Balance of hardware	1 year.
- B. Closers shall be warranted to properly operate door, free from mechanical defects for ten years from date of substantial completion of the Work. Closers which fail to meet specified requirements shall be replaced or repaired and made to operate properly by Contractor without additional expense to the Authority.

**PART 2 - PRODUCTS****2.01 MANUFACTURERS**

- A. Butts
  - 1. Stanley
  - 2. McKinney
  - 3. Hager
  - 4. Bommer
  - 5. Lawrence Hardware Intl.
  
- B. Continuous Hinges
  - 1. Markar
  - 2. McKinney
  - 3. Ives
  
- C. Locksets, Passage Sets (Lever Type).
  - 1. Schlage, F40MER626 – ADA Compliant “Merano” Privacy door lever set, in satin chromium finish.
  - 2. Yale, ADA Compliant “5400LN Series Pacific Beach” Heavy Duty Grade 1 Privacy door lever set, in satin chromium finish.
  - 2. Sargent ADA Compliant “65 Line Grade 2” Privacy door lever set, in satin chromium finish.
  
- D. Rim Latch
  - 1. Yale
  - 2. Schlage
  - 3. Segal
  
- E. Cylinders
  - 1. Sargent
  - 2. Corbin Russwin
  - 3. Schlage
  - 4. Marks
  - 5. Yale
  - 6. Falcon
  
- F. Pulls
  - 1. Rockwood
  - 2. Ives
  
- O. Mortise Privacy Door Bolt
  - 1. Ives
  - 2. Schlage

3. Yale
  4. Sargent
- Q. Wall Bumpers, Floor Stops
1. Ives
  2. Rockwood
- U. Coat and Hat Hooks
1. Ives
  2. Stanley
  3. Rockwood

## 2.02 **MATERIALS AND FABRICATION**

### A. General

1. Hardware: Heavy duty cast or forged (.080 min.) bronze with satin chromium finish BHMA 626, except as otherwise specified.
2. Interior Door Holders: Steel, satin chromium BHMA 626 finish.
3. Door closers: As specified herein.
4. Interior butts: As hereinafter specified with chrome finish.
5. Surfaces of castings shall be true, smooth and free from burrs. Lock mechanism and accessory components in contact with or bear upon other parts shall be dressed to a true, smooth surface.
6. Items of cast iron shall be annealed.
7. Whenever weight is specified, it shall mean actual weight of casting without screws, washers and accessories.
8. Do not use products with manufacturer's name in an exposed location, except name on rim of lock cylinders.
9. Backset: 2-3/4" for locksets and latchsets unless indicated otherwise.

### B. Screws

1. Secure hardware with suitable screws and bolts of same material and finish as hardware items unless otherwise specified. Screws for strike and face plates, hinges, transom hardware, half-mortise

brass locks, pulls, coat and hat hooks, overhead door holders, and door checks and brackets for these items shall be flat-headed counter-sunk screws. Screws for other exposed hardware shall be oval-headed. Screws for butts for exterior aluminum doors shall be stainless steel. Screws for other entrance door butts, closers, and holders shall be machine screws. Screws shall be countersunk unless expressly specified otherwise. Provide Phillips head screws unless otherwise indicated.

2. Hardware for metal frames and doors shall be secured with suitable machine screws, mill screws and bolts.
3. Manufacturer of each hardware item shall provide the fastenings required for the installation of that item.
4. Self-tapping or TEK screws are not permitted.
5. Wood screws for securing door butts shall be at least two inches long to secure butts through jamb and into wood stud behind jamb and blocking.

### 2.03 **GENERAL HARDWARE REQUIREMENTS**

- A. Hardware Schedule is intended to guide Contractor in preparing the Schedule for Work of this Section. It shall not relieve Contractor from the necessity of examining Specifications, Drawings and Details, and providing everything necessary to properly complete hardware installation.
- B. Hardware used on hollow metal doors, transoms, sash or jambs, shall be made to templates and packed with machine screws or other fastenings recommended by the manufacturer for the particular application scheduled.
- C. Hardware items not described shall be equal in grade, workmanship, and other particulars to similar items of hardware described.

### 2.04 **FINISHES**

- A. All hardware finishes including the following shall comply with requirements of ANSI/BHMA standards:

BHMA Code	Description	Base material	U.S. Standards equivalent
605	Bright Brass	Brass	US3
625	Bright Chromium	Brass or Bronze	US26

626	Satin Chromium	Brass/Bronze base	US26D
629	Bright Stainless Steel	Stainless steel	US32
630	Satin Stainless Steel	Stainless steel	US32D

In addition, the following finish symbols are used for door closers:

- AL - Manufacturer's standard aluminum lacquer
- BL - Manufacturer's standard brown, bronze or gold lacquer

## 2.05 HARDWARE TYPE REQUIREMENTS:

### A. Locks and Latches

#### 1. Bedrooms, Closets and Sink Closets:

Electro-bronze plated case not less than 2-3/8" x 3-1/2" with heavy strike to suit conditions at jamb. Latch bolts not be less than 1" x 1/2", full 1/2" throw.

#### 2. Cylinders:

Cylinders of locks shall be of proper length to fit doors for which they are intended. Cylinders shall be solid brass with common standard diameter rotating plug.

#### 3. Strikes:

Strikes for latches shall project sufficiently to properly protect trim. Slots in strike plates shall not be more than 1/4" longer than bolts. Metal between slots for latch and bolt shall not be less than 1/4".

Strikes used with hollow metal jambs shall be of box type with closed back.

### B. Door Holders and Stops

#### 1. Door Holders and Door Stops:

Doors swinging in an arc of not more than 100 degrees against flat wall surfaces, cabinets, or similar installation, unless otherwise specified, shall be provided with "Ives" WS11 wall stop or FS13 floor stop or as specified in drawings, refer to "Door Hardware Schedule".

### C. Butts and Hinges

1. Extra Heavy Wrought Bronze Butts: Ball bearing, self-lubricating butts, with inner edges of leaves beveled, three to each door unless otherwise specified. Fast pin for outside doors and loose pin for inside doors. Fast pin butts shall have stainless steel pins, stainless steel set screw in barrel, stainless steel balls and raceways. 8"x6" butts shall be 0.203 gauge and 6" x 5" butts shall be 0.190 gauge with 8 or 10 screws each butt. Butts shall have flat button tips stamped with classification number and trade name or trademark of manufacturer.
2. Fast Pin Butts:  
  
Fast Pin Wrought Bronze Butts shall be 3" x 2-1/2" and 3" x 3", 0.092 gage. Each hinge shall have 6 screws. Doors 5'-0" or over in height shall have 3 butts to each door.
3. Wrought Bronze Butts (Interior Doors):
  - a. Interior doors, unless otherwise specified, shall have wrought bronze butts, five knuckle, ball or oilite bearing. Full mortise type for hollow metal doors and half surface for wood doors 32" or wider.
  - b. Butts shall be of cold rolled bronze with inner edges of leaves beveled to form close fitting joints. Outer edges shall be true, corners square, surfaces finely finished and highly polished.
  - c. Pins shall be of cold drawn stainless steel wire grooved to hold lubricant.
  - d. Balls and raceways shall be stainless steel.
  - e. Tips shall be bronze of flat button type, with shoulders flush with barrels.
  - f. Butts shall have classification number and trade name or trademark of manufacturer stamped on tips.
  - g. Where wrought bronze butts as described in F.3 are specified in Hardware Schedule, Contractor may substitute ball or oilite bearing, flat button tip, wrought steel butts.
  - h. Each butt shall have two (2) permanently attached ball or oilite bearing washers, enclosed in solid bronze casing,

consisting of hardened steel raceways and hardened tool steel balls.

## **2.06 MISCELLANEOUS HARDWARE**

### **A. Plastic and Stainless Steel Kick Plates and Stretcher plates**

1. Kick plates shall be 16" in height, full width of doors between stops except when used on doors with 1/2 surface hinges. Kick plates for doors with half-surface hinges shall be 6" shorter than the width of the door and centered on the door. All kick plates shall be secured with flush countersunk screws. Double swing doors shall have plates on both sides, single swing doors, unless otherwise specified, shall have plates only on the side opposite the pull. Kick plates are not required for wardrobe doors.
2. Plastic kick plates, Ives 8400, 16" high, shall be fabricated of high impact polyethylene or plastic conforming to ANSI J106. Plastic plate shall be 1/8" thick, black color with satin matte finish both sides, edges beveled, holes (maximum of 8" centers) drilled and countersunk for No. 6 oval head screws.
3. Stainless steel kick plates, Ives 8400 BHMA 630, 16" high, 0.050" thick, edges beveled, secured with oval head countersunk stainless steel screws approximately 4" apart.
4. Stainless steel stretcher plates, Ives 8400 BHMA 630, 12" high and full width of door, .050" thick, edges beveled, secured with oval head countersunk stainless steel screws approximately 4" apart.

### **B. Bronze Kick Plates**

Polished bronze, 16 gage, 16" high and full width of door, secured with oval head countersunk brass screws approximately 4" apart. Bevel or round exposed edges.

### **C. Coat and Hat Hooks**

1. Ives No. 571 (cast brass) finish 626 ANSI/BHMA A156.16. Provide hooks for back of doors in Principal's Toilet and Medical room Toilet, and other locations indicated on Drawings. Provide two (2) No. 10 screws each hook.
2. Aluminum hat hooks for aluminum hat and coat racks are furnished and installed under Section 05700.

D. Door Stops for Doors to Bathrooms,

Cast-bronze flange and rubber socket bumper with 1" diameter rubber secured with pin. Secured flange with 3 bronze screws to wood block. Ives No. 447, BHMA 626 satin chrome finish, weight 8 ounces and projection 3".

### **PART 3 - EXECUTION**

#### **3.01 INSTALLATION**

- A. Provide complete installation of finish hardware items as indicated on Drawings and as specified herein.
- B. Mount hardware as recommended by respective manufacturer.
- C. Mount door (room) hardware items at heights and locations on doors and frames in accordance with "Recommended Locations for Builders Hardware for Standard Steel Doors and Frames" by Door and Hardware Institute, except where specifically indicated otherwise.
- D. Set hardware items plumb and level and secure with proper fasteners.

#### **3.02 APPLYING HARDWARE**

- A. Hardware specified in this Section shall be fitted, installed and adjusted.
- B. Use screws and/or bolts furnished by the manufacturer of the hardware item and install in accordance with the manufacturer's instructions and templates and as required. Install full complement of screws and/or bolts.
- C. At completion of Project, leave hardware in perfect condition, free from stains, varnish, scratches and mars. Half-surface butts shall be bolted on doors with nuts on hinge side of doors.
- D. No surface hardware, except butts and pivots, shall be installed before final coat of paint or varnish has been applied.

#### **3.03 CLEANING AND ADJUSTING**

- A. Clean hardware items thoroughly and adjust for proper operation.

### **PART 4 – SCHEDULES AND KEYING**

#### **4.01 FINISH HARDWARE SCHEDULE**



- A. Provide hardware for each door, each pair of doors, and each set of doors, in compliance with "Hardware Set Numbers" indicated in Door Schedule on Drawings.

Manufacturer's names and product designations for hardware types are listed for the purpose of establishing minimum requirements. Provide the product specified or comparable product of other manufacturers listed in Art. 2.01 for each hardware type.

- B. All wood doors shall have door hardware similar to entry doors whether or not included in Hardware Schedule, included in drawings.

#### **4.02 KEYING**

- A. General Keying Requirements:

1. Unless otherwise specified, locks for interior (bedroom) doors shall have separate combination for each room. Master keyed in one set.
2. Bathroom doors shall have privacy function for locking/unlocking.

5. Key Operation and Inspection:

Upon completion of renovation, locks belonging there to shall be fitted and made to work freely in respective locks in the presence of an Authority's Representative. The required number of keys for each lock, properly marked, shall be delivered to the Authority, who will give a receipt thereof.

**END OF SECTION**

**LIST OF SUBMITTALS**

<b><u>SUBMITTAL</u></b>	<b><u>DATE SUBMITTED</u></b>	<b><u>DATE APPROVED</u></b>
Product Data:  Catalog cuts, specifications, characteristics, and instruction for installation, operation and maintenance of hardware	_____	_____
Samples:  Submit sample of each type of lockset with Hardware Schedule	_____	_____
Shop Drawings:  1. Hardware Schedule 2. Templates	_____	_____
Quality Assurance:  Manufacturers Certificate that hardware is of quality specified and meets the ANSI A156 Grade 1 Standard	_____	_____
Required number of keys for each lock, properly marked	_____	_____
Keys for each lock	_____	_____
Warranties  1. Surface 2. Exit Devices 3. Locksets, etc. 4. Hinges 5. Balance of hardware	_____	_____

\* \* \*

**SECTION 09260**  
**GYPSUM BOARD ASSEMBLIES**

**PART 1 - GENERAL**

**1.01 DESCRIPTION OF WORK**

- A. Provide all materials, labor and equipment to properly install the following Work:
1. Gypsum wallboard.
  2. Abuse and impact resistant gypsum board.
  3. Gypsum board ceilings and soffits.
  4. Tile backer board.
  5. Non-load-bearing wood framing.
  6. Insulation
  7. All accessory components.

**1.02 REFERENCES**

- A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.
- B. ASTM International (ASTM), latest editions.
- |      |   |
|------|---|
| C11  | Standard Terminology Related to Gypsum and Related Building Materials and Systems   |
| C473 | Standard Test Methods for Physical Testing of Gypsum Panel Products                 |
| C475 | Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board |
| E84  | Standard Test Method for Surface Burning Characteristics of Building Materials.     |

- C665 Mineral Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing
- C834 Standard Specification for Latex Sealants
- C840 Specification for Application and Finishing of Gypsum Board
- C919 Standard Practice for Use of Sealants in Acoustical Applications
- C955 Standard Specification for cold formed steel Structural members
- C1047 Standard Specification for accessories for Gypsum Wallboard and Gypsum Veneer Base
- C1278 Standard Specification for Fiber-Reinforced Gypsum Panel
- C1325 Standard Specification for Non-Asbestos Fiber Mat Reinforced Cementitious Backer Units
- C1388 Standard Test Method for Determining Fungi Resistance of Insulation Materials and Facings
- C1396 Standard Specification for Gypsum Board
- D3273 Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber
- E84 Surface Burning Characteristics of Building Materials
- E119 Fire Tests of Building Construction and Materials
- G21 Standard Practice for determining Resistance of Synthetic Polymeric Materials to Fungi
- C. Gypsum Association
  - GA-600 Fire Resistance and Sound Control Design Manual
  - GA-214 Recommended Levels of Finishes
  - GA-216 Application and Finishing of Gypsum Panel Products
- D. Underwriters Laboratories Inc. (UL)
  - Fire Resistance Directory

- E. Tile Council of America  
Handbook for Ceramic Tile Installation
- F. International Code Council, ICC-ES (Evaluation Service)  
AC86 - Acceptance Criteria for Cold-Formed Steel Framing Members – Interior Non load-bearing Wall Assemblies.
- G. International Organization for Standardization
- H. (ISO) American Lumber Standards Committee (ALSC).
- I. National Fire Protection Association (NFPA). Test 255 Method of Test of Surface Burning Characteristics of Building Materials
- J. European Standards(EN)
- K. California Department of Public Health (CDPH)

### 1.03 **SUBMITTALS**

- A. Product Data  

Submit manufacturers' product information, specifications, and installation instructions for the following products: mold and moisture resistant gypsum board, abuse and impact resistant gypsum board, tile backer board, joint compounds, acoustical sealants, insulation, deck flute closures, fasteners, trim, control joints, joint reinforcing, metal furring members, metal studs, tracks, runners, resilient clips, steel grounds, and all related accessories.

Submit limiting height tables for metal stud framing based on testing and engineering analysis in accordance with ICC-ES Acceptance Criteria AC86.
- B. Shop Drawings  

Submit drawings indicating sizes and locations of steel grounds for attachment and support of signs, other accessories, fixtures, furnishings, finishes, and equipment.
- C. Samples  

Submit samples of the following materials:

1. Wallboard, each type: 6" square.
2. Wood studs
3. Accessories: 12", outside corner bead.
5. Screw, each type: 2

D. Materials Certificates and Acceptances

1. Submit certificates from the manufacturers of the specified materials stating compliance with the applicable requirements set forth for all materials specified in this Section.
2. Submit certification and listing by an Approved Agency in accordance with New York State Buildings regulations, indicating that the materials and assemblies as regulated by the NYS Building Code are acceptable for the intended use. When test methods are stipulated in the NYS Building Code, the tests utilized shall be stated in the certification. Prior MEA and BSA approvals are acceptable for materials conforming to current Code requirements.
3. Submit written acceptances from the wallboard manufacturer and wood framing contractor.

**1.04 QUALITY ASSURANCE**

A. Qualifications

Submit affidavit certifying that installer is a firm with not less than 5 years of experience relevant to the installation of specified materials.

B. Regulatory Requirements

1. Building Code: Work of this section shall conform to all requirements of NYC Building Code.
2. New York City Board of Standards and Appeals (BSA), and New York City Materials Equipment Acceptance (MEA) approvals are acceptable for materials and assemblies conforming to current NYC Building Code requirements.
3. Fire-Resistance Ratings

Comply with fire-resistance ratings as indicated and as required by governing authorities and codes. Provide certification and listing by

an Approved Agency in accordance with NYC Dept. of Buildings rules, indicating that the materials and assemblies as regulated by the NYC Building Code are acceptable for the intended use.

Provide materials, accessories and application procedures which have been listed by UL or tested in accordance with ASTM E119 for the type of construction shown. Provide materials and construct assemblies which qualify for required fire resistance classifications in accordance with the Gypsum Association "Fire Resistance Design Manual" as referenced in the Building Code of the City of New York, or in accordance with the acceptance requirements of the New York City MEA or BSA.

C. Industry Standards

1. Comply with applicable requirements of ASTM C840, except where more detailed or more stringent requirements are indicated, including the recommendations of the manufacturer.
2. Acoustical Ratings: Comply with acoustical ratings as required and based on type of construction indicated on the Drawings. Provide materials, accessories, including fasteners, seals, sealants and application procedures which have been listed by manufacturer or tested in accordance with ASTM E90 for the type of construction shown.

D. Company Field Advisor

Secure the services of a Company Field Advisor of the gypsum board manufacturer for a minimum of 2 working hours. The Field Advisor shall be certified in writing by the manufacturer to be technically qualified in design, installation, and servicing of the required products. The Field Advisor shall be present at the beginning of the actual gypsum board installation for the purpose of:

1. Rendering technical assistance to the Contractor regarding installation procedures of the system.
2. Familiarizing the Authority's Representative with all aspects of the system including inspection techniques.
3. Answering all questions which might arise.

E. Single Source Responsibility

Obtain all steel studs and other metal framing components and accessories from a single manufacturer.

- F. Moisture and mold resistant gypsum wallboard and cement board shall have a mold resistance rating of 10 in accordance with ASTM D3273.
- G. Field Samples

The first completed gypsum board installations of each type shall serve as field samples for inspection of installation and finishing work by the Architect. These installations, when approved by the Architect, will become the benchmark for workmanship for the rest of the installation. The Contractor shall notify the Architect when such field samples are ready for review.

One field sample shall be a corridor wall at least 30 feet long, or a location of equal or greater size, as selected by the Authority's representative. Provide lighting at the time of inspection, equivalent to the lighting to be in place upon project completion. The sample will be inspected by the Architect for proper level of finish. Inspections will occur before and after painting the sample, with the final evaluation occurring after painting.

#### **1.06 PROGRESS INSPECTIONS**

- A. The Authority will retain a Special Inspector to perform progress inspections for all gypsum board assemblies in accordance with Section S01400 of these Specifications, and Section BC 110.3.4 of the **2022** NYC Building Code for fire resistance rated partitions, floors, ceilings, and shafts.

#### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver materials in original packages, containers or bundles bearing brand name and identification of manufacturer.
- B. Store all materials inside, under cover, in a manner to keep them dry, protected from weather, direct sunlight, surface contamination, corrosion and damage from construction traffic and other causes. Neatly stack gypsum boards to prevent sagging. Do not store at temperature exceeding 125°F.
- C. Handle gypsum boards to prevent damage to edges, ends or surfaces. Protect metal framing members, corner beads, and trim from being bent or damaged.
- A. Mill and Producers Mark



Each piece of lumber shall be grade stamped indicating type, grade, mill, and grading agency certified by the Board of Review of the American Lumber Standards Committee. Mark shall appear on unfinished surface, or ends of pieces with finished surfaces.

1. Pressure Preservative Treated Material: Accredited agency quality mark on each piece of wood including treatment.

B. Standards

Comply with the following unless otherwise specified or indicated on the Drawings:

1. Lumber: American Softwood Lumber Standard PS 20 by the U.S. Department of Commerce. Comply with applicable provisions by each indicated use.
2. Grading Rules:
  - a. Douglas Fir, Hem-Fir, Idaho White Pine, and other Western Woods: Western Wood Products Association (WWPA) or West Coast Lumber Inspection Bureau (WCLIB).
  - b. Southern Pine: Southern Pine Inspection Bureau (SPIB).
  - c. Redwood: Redwood Inspection Service (RIS).
3. Preservative Treatment: American Wood Preservers' Association (AWPA) Standards, quality control methods, and inspection requirements
4. Fire-Retardant Treatment: American Wood Preservers' Association (AWPA) Standards.

4e

C. Company Field Advisor

Secure the services of a Company Field Advisor of the gypsum board manufacturer for a minimum of 2 working hours. The Field Advisor shall be certified in writing by the manufacturer to be technically qualified in design, installation, and servicing of the required products. The Field Advisor shall be present at the beginning of the actual gypsum board installation for the purpose of:

1. Rendering technical assistance to the Contractor regarding installation procedures of the system.

2. Familiarizing the Authority's Representative with all aspects of the system including inspection techniques.
  3. Answering all questions which might arise.
- E. Single Source Responsibility
- Obtain all steel studs and other metal framing components and accessories from a single manufacturer.
- F. Moisture and mold resistant gypsum wallboard and cement board shall have a mold resistance rating of 10 in accordance with ASTM D3273.
- G. Field Samples

The first completed gypsum board installations of each type shall serve as field samples for inspection of installation and finishing work by the Architect. These installations, when approved by the Architect, will become the benchmark for workmanship for the rest of the installation. The Contractor shall notify the Architect when such field samples are ready for review.

One field sample shall be a corridor wall at least 30 feet long, or a location of equal or greater size, as selected by the Authority's representative. Provide lighting at the time of inspection, equivalent to the lighting to be in place upon project completion. The sample will be inspected by the Architect for proper level of finish. Inspections will occur before and after painting the sample, with the final evaluation occurring after painting.

#### **1.05 PROGRESS INSPECTIONS**

- A. The Authority will retain a Special Inspector to perform progress inspections for all gypsum board assemblies in accordance with Section S01400 of these Specifications, and Section BC 110.3.4 of the 2014 NYC Building Code for fire resistance rated partitions, floors, ceilings, and shafts.

#### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver materials in original packages, containers or bundles bearing brand name and identification of manufacturer.
- B. Store all materials inside, under cover, in a manner to keep them dry, protected from weather, direct sunlight, surface contamination, corrosion and damage from construction traffic and other causes. Neatly stack

gypsum boards to prevent sagging. Do not store at temperature exceeding 125°F.

- C. Handle gypsum boards to prevent damage to edges, ends or surfaces. Protect metal framing members, corner beads, and trim from being bent or damaged.

## **PART 2 - PRODUCTS**

### **2.01 MANUFACTURERS**

Subject to compliance with requirements, provide products of a specified manufacturer.

Products which vary slightly from specified criteria will be considered for acceptance upon submission of a written explanation and complete technical data to the Authority. Written authorization from the Authority is required prior to installation of such materials whether or not the manufacturers are listed herein.

- A. Gypsum board and related products

Gypsum board shall be mold and moisture resistant.

1. SHEETROCK brand Mold Tough Gypsum Panels, USG Corporation
2. SHEETROCK brand Mold Tough Gypsum Liner Panels, USG Corporation
3. DensArmor Plus Interior Guard Panels, Georgia-Pacific Gypsum Corporation, Atlanta, GA
4. DensGlass Ultra Shaft Liner Panels, Georgia-Pacific Gypsum Corporation, Atlanta, GA
5. Gold Bond brand XP Fire-Shield Wallboard, National Gypsum Company, Charlotte, NC
6. Gold Bond brand 1" Fire-Shield Shaftliner XP Gypsum Panels, National Gypsum Company, Charlotte, NC
7. Mold Defense Type X panels, Continental Building Products LLC.
8. Mold Defense Shaftliner Type X panels, Continental Building Products LLC.

9. Weather Defense Platinum Shaftliner Type X, Continental Building Products LLC.
10. CertainTeed M2 Tech moisture and mold resistant regular and type X gypsum board
11. CertainTeed M2 Tech moisture and mold resistant type X Shaft Liner
12. CertainTeed GlasRoc type X Shaft Liner

B. Abuse and impact resistant gypsum board and related products

Manufacturers of products proposed as equal to specified products must demonstrate equivalent abuse and impact resistance in testing subject to the Authority's approval, including erection of sample comparison panels, at no cost to the Authority.

1. SHEETROCK brand Mold Tough VHI (Very High Impact) FIRECODE Core Gypsum Panels, USG Corporation
2. Fire-Shield Hi-Impact brand XP Wallboard Panels – National Gypsum Company
3. Protecta HIR 300 Type X With Mold Defense panels, Continental Building Products LLC.
4. CertainTeed AirRenew Extreme Impact, impact resistant Gypsum Board

C. Tile backer board and related products

1. DUROCK Brand Cement Board Next Gen - USG Corp., Chicago, IL
2. PermaBase Brand Cement Board - National Gypsum Co., Charlotte, NC

D. Metal Support Materials

1. Marino/Ware, South Plainfield, NJ
2. ClarkDietrich Building Systems, West Chester, OH
3. Super Stud Building Products Inc., Edison, NJ
4. United States Gypsum Co. , Chicago, IL

E. Insulation – Sound Attenuating Blankets

1. Thermafiber Sound Attenuation Fire Blankets – Thermafiber Inc., Wabash, IN
2. Rockwool Acoustical Fire Batts – Rockwool North America
3. Mineral Wool Sound Attenuation Fire Batts (SAFB) - Johns Manville, Denver, CO

**PART 2 - PRODUCTS**

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3. DensArmor Plus Interior Guard Panels, Georgia-Pacific Gypsum Corporation, Atlanta, GA
4. DensGlass Ultra Shaft Liner Panels, Georgia-Pacific Gypsum Corporation, Atlanta, GA
5. Gold Bond brand XP Fire-Shield Wallboard, National Gypsum Company, Charlotte, NC
6. Gold Bond brand 1" Fire-Shield Shaftliner XP Gypsum Panels, National Gypsum Company, Charlotte, NC
7. Mold Defense Type X panels, Continental Building Products LLC.

8. Mold Defense Shaftliner Type X panels, Continental Building Products LLC.
9. Weather Defense Platinum Shaftliner Type X, Continental Building Products LLC.
10. CertainTeed M2 Tech moisture and mold resistant regular and type X gypsum board
11. CertainTeed M2 Tech moisture and mold resistant type X Shaft Liner
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Manufacturers of products proposed as equal to specified products must demonstrate equivalent abuse and impact resistance in testing subject to the Authority's approval, including erection of sample comparison panels, at no cost to the Authority.

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2. Fire-Shield Hi-Impact brand XP Wallboard Panels – National Gypsum Company
3. Protecta HIR 300 Type X With Mold Defense panels, Continental Building Products LLC.
4. CertainTeed AirRenew Extreme Impact, impact resistant Gypsum Board

C. Tile backer board and related products

1. DUROCK Brand Cement Board Next Gen - USG Corp., Chicago, IL
2. PermaBase Brand Cement Board - National Gypsum Co., Charlotte, NC

D. Metal Support Materials

1. Marino/Ware, South Plainfield, NJ
2. ClarkDietrich Building Systems, West Chester, OH

3. Super Stud Building Products Inc., Edison, NJ
  4. United States Gypsum Co., Chicago, IL
- E. Insulation – Sound Attenuating Blankets
1. Thermafiber Sound Attenuation Fire Blankets – Thermafiber Inc., Wabash, IN
  2. Rockwool Acoustical Fire Batts – Rockwool North America
  3. Mineral Wool Sound Attenuation Fire Batts (SAFB) - Johns Manville, Denver, CO

## 2.02 **MATERIALS**

### A. Framing Lumber

Species: Douglas Fir (WWPA or WCLIB), or Southern Pine (SPIB), unless otherwise indicated.

Refer to Drawings

1. Light Framing; 2" through 4" thick, less than 6" wide:
  - a. Stud Framing Grade: Construction Grade.
  - b. Other Light Framing Grade: No. 2.
- B. Board Lumber; less than 2" thick:
  1. Exposed Board Lumber, for Paint Finish: Southern Pine No. 1 (SPIB), Douglas Fir 2 Common (WWPA) or Select Merchantable (WCLIB), or Redwood Construction Common (RIS).
  2. Exposed Board Lumber, for Transparent Finish: Redwood Clear (RIS).
  3. Concealed Board Lumber: Southern Pine No. 3 (SPIB), any species No. 4 (WWPA) or any species Standard (WCLIB), or Redwood Merchantable (RIS).

### C. Miscellaneous Lumber

Standard grade, No. 3 grade, or better grade of the following species unless otherwise indicated:

1. Nailers and Blocking: Douglas Fir, Hem-Fir, Idaho White Pine or Southern Pine.
2. Furring: Douglas Fir or Southern Pine.
3. Plaster Grounds:
  - a. Interior Use: Douglas Fir or Southern Pine.

D. Gypsum Board

1. General: Panels shall be mold and moisture resistant, meeting a minimum average panel score of "10" in accordance with ASTM D3273. Provide in dimensions resulting in the minimum number of joints. Long edges tapered. Panels shall not contain asbestos.
2. Paper-faced gypsum board
  - a. Gypsum wallboard: 5/8" thick, Firecode Core (Type X). Comply with ASTM C1396.
  - b. Shaft wall liner panel: 1" thick, fire resistance type X. Comply with ASTM C1396.
  - c. Gypsum board shall be manufactured with a minimum of 90% pre-consumer content materials.
  - d. Fungi Resistance: Paper facing shall be fungi resistant when tested in accordance with ASTM D3273.
3. Glass mat faced gypsum board (glass mat facings front and back)
  - a. Gypsum wallboard: 5/8" thick, Type X Core. Comply with ASTM C1396 and ASTM C1177.
  - b. Shaft wall liner panel: 1" thick, fire resistance Type X. Comply with ASTM C1396.
  - c. Gypsum board shall be manufactured with a minimum of 90% pre-consumer content materials.
  - d. Fungi Resistance: Facing shall be fungi resistant when tested in accordance with ASTM G21-02 or D3273.



## C. Abuse and Impact Resistant Gypsum Board

1. General: Provide reinforced abuse and impact resistant gypsum board, consisting of gypsum, or gypsum and cellulose fiber, with fiberglass mesh reinforcement. Weight of 5/8" thick panel approximately 2.8 psf. Surfaces shall be true, free from imperfections, and suitable for use with or without decoration. Provide in 48" widths and in such lengths as will result in the minimum number of joints. Provide 5/8" thick panels generally, unless indicated otherwise on the Drawings. Panels shall not contain asbestos. Panels shall be mold resistant, meeting a minimum average panel score of "10" in accordance with ASTM D3273.
2. Reinforcement: Fiberglass mesh embedded in the back of full panel.
3. Meet or exceed criteria when tested in accordance with ASTM C473, or ASTM C1396:

Thickness of panel:	5/8"
a. Flexural Strength, both directions (lbf)	195
b. Humidified Deflection (eighths of inch)	2
c. Core, End and Edge Hardness (lbf)	40
d. Nail Pull Resistance (lbf)	210
e. Fire Resistance, Type X	1-2 Hrs.
f. Flame Spread (face), max.	15
g. Smoke Developed, max.	5

4. Abuse and impact resistant gypsum board shall be manufactured with a minimum of 6% of pre-consumer content materials.

**D. Tile Backer Board for Wet Locations**

1. General: 5/8" thick. Comply with ANSI A118.9. Fire resistance testing in accordance with ASTM E119. Noncombustible ASTM E136. Composed of Portland cement, aggregate and fiberglass mesh reinforcement. Provide in dimensions resulting in the minimum number of joints. Panels shall not contain asbestos. Provide this type of panel where ceramic tile finish is indicated at wet locations such as bathroom and kitchen. Panels shall be mold resistant, meeting a minimum average panel score of "10" in accordance with ASTM D3273.
2. Meet or exceed the following criteria:
  - a. Flexural strength: Min. 750 lb./in<sup>2</sup> in accordance with ASTM Test reference C947.
  - b. Water absorption: Max. 15% by weight in 24 hrs. in accordance with ASTM C473.
  - c. Indentation strength: 1250 psi min. in accordance with ASTM D2394.
  - d. Nail Pull Resistance: 90 lb. min. in accordance with ASTM C473 or D1037.
  - e. Surface Burning Characteristics: Flame spread-5, Smoke Density-0, in accordance with ASTM E84.
3. Tile backer board shall be manufactured with a minimum of 10% of pre-consumer content materials.

**E. Trim Accessories**

1. General: Comply with ASTM C1047, standard accessories as recommended by gypsum board manufacturer. Where exposed to view, provide accessories recommended for level-5 finish. Metal trim shall be formed of galvanized or zinc-coated steel. Provide paper faced metal trim where recommended by board manufacturer, designed for concealment of paper or metal flanges in joint compound. Provide corner beads, L-type edge trim beads, V-type edge trim beads, and control joint beads.
2. Corner Reinforcement, provide for all outside corners:

- a. Sheetrock Brand paper faced metal outside corner, tape-on bead, model B1W; U.S. Gypsum Company.
    - 1) Where covered by thinset ceramic tile provide model B1W-NB.
  - b. No-Coat UltraCorner Brand Structural Drywall Corner.
- F. Joint Treatment Materials
1. Jointing System - typical: Comply with ASTM C475. Type recommended by the manufacturer for the application indicated, to prevent cracking, and to meet fire resistance requirements where applicable. Reinforcing tape and compound shall be designed as a system to be used together.
  2. Provide setting type or ready-mixed drying type joint compound as recommended by the board manufacturer for each type of board, for joints, fastener heads and cut edges of board.
  3. Skim coat: For final coat of Level 5 finish, use type recommended by manufacturer.
  4. Jointing compound shall be asbestos free.
  5. For tile backer board provide tile backer board manufacturer's recommended fillers, tapes and other materials.
- G. Insulation: Comply with ASTM C665, Mineral Fiber Blanket.
1. Sound attenuating blankets, Type I, Density: 2.5 lbs/cubic foot minimum.
  2. Foil backed insulating blankets, Type III, Class A, by Thermafiber, Inc. Density: 3 lbs/cubic foot minimum. R-value: 3.7 min. per inch of thickness. Foil backing shall be omitted from blankets in exterior partitions indicated to have other vapor retarding materials as part of the wall assembly, such as vapor retarding air barrier systems, or tile backer board assemblies with polyethylene membrane.
  3. Blanket and batt insulation units shall be manufactured with a minimum of 20% of pre-consumer content materials.
  4. Fungi Resistance: Insulation and facing shall be fungi resistant when tested in accordance with ASTM C1338.

## H. Miscellaneous Materials

1. General: Provide auxiliary materials for gypsum board work of the type and grade recommended by the gypsum board manufacturer.
2. Gypsum board Screws
  - a. Comply with recommendations of the wallboard manufacturers.
  - b. For fastening the gypsum board in place, specially designed for use with power-driven tools, of length recommended for application in board manufacturers printed instructions, but not less than 1¼" long, with self-tapping threads and self-drilling points. Screws shall be steel with rust inhibitive coating.
3. For tile backer board provide manufacturer's recommended screw fastening system.
4. Concealed Acoustical Sealant: Comply with ASTM C919; nondrying, nonhardening, nonskinning, nonstaining, nonbleeding, gunnable sealant for concealed applications.
5. Flexible Closures: For non-fire-rated Work, for filling gaps between steel deck flutes and tops of partitions. Closures shall be fabricated to conform to profile of deck. Closed cell EPDM rubber, with adhesive. Houston Foam Plastics, Houston, TX, 800-231-1752.
6. Waterproof membrane: For cement-based tile backer board Work, Schluter KERDI Membrane for waterproofing.

## **PART 3 - EXECUTION**

### **3.01 EXAMINATION AND PREPARATION**

#### A. Inspection

1. Prior to installation of the Work of this Section, carefully inspect the installed Work of all other trades and verify that all such Work is complete to the point where this installation may properly commence.
2. Do not install gypsum board in any location where it may be directly exposed to water.

3. Installation shall comply with manufacturer's recommendations as approved by the Authority, with all pertinent codes and regulations as a minimum standard.

B. Coordination of Work

Coordinate Work of this Section with the Work of other Divisions that have items installed in, on or contiguous to gypsum board assemblies.

C. Verification of Conditions

Start of Work constitutes acceptance of existing conditions, Contractor shall bring any discrepancies to the attention of the Authority prior to start of Work.

D. Construction Tolerances.

1. Do not exceed 1/8" in 8 feet variation from plumb or level in any exposed line or surface except at joints between boards. Do not exceed 1/16" variation between planes or abutting edges or ends. Shim as required to comply with specified tolerances. Variations shall not be visible in finished surfaces.
2. For soffits and ceilings verify that direct suspension system has been installed properly, that main runners are spaced evenly and have been leveled to a tolerance of 1/8" in 12 feet measured both lengthwise on each runner and transversely between parallel runners so that furring member installation may proceed accurately.

### 3.02 ENVIRONMENTAL REQUIREMENTS

A. General

Comply with requirements of all referenced application standards and manufacturers recommendations for environmental conditions before, during and after gypsum board application.

B. Environmental Conditions

1. Maintain continuous uniform building temperatures of not less than 55°F and not more than 90°F for a minimum of 48 hours prior to, during and following application of gypsum board and joint treatment materials and until joint and finishing compounds have dried.

Conform to more restrictive environmental conditions where required by the manufacturer.

2. Do not install gypsum board in any location where it may be exposed to moisture during the Construction Phase of the Project. Sources of moisture may include: rain, snow, groundwater, flooding and contiguous construction materials. Replace any gypsum board that has been exposed to moisture during the Construction Phase.

C. Ventilation

Ventilate building spaces as required to remove water in excess of that required for drying of joint treatment material immediately after its application. Avoid drafts during dry hot weather to prevent too rapid drying.

D. Drying Time

Provide adequate drying time between coats of joint compound.

**3.03 INSTALLATION - WOOD FRAMING**

A. General

Furnish seasoned dimensional lumber dressed to nominal sizes indicated with 19 percent maximum moisture content at time of dressing, marked "S-DRY". Comply with dry size requirements of PS 20.

1. Dress: Surfaced 4 sides (S4S) unless otherwise indicated.
1. U.S. Department of Commerce.  
American Softwood Lumber Standard PS 20  
Product Standard PS 1 for Softwood Plywood
2. APA Engineered Wood Association. APA Design/Construction Guide
3. Western Wood Product Association (WWPA).  
Grading Rules
4. Southern Pine Inspection Bureau (SPIB).  
Grading Rules
5. Redwood Inspection Service (RIS).  
Grading Rules
6. American Wood Preservers' Association (AWPA).

## Standard UC1

7. American Society for Testing and Materials (ASTM).  
A575 Standard Specification for Steel Bars, Carbon, Merchant Quality, M-Grades  
  
E84 Standard Test Method for Surface Burning Characteristics of Building Materials  
  
D226 Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing
8. Underwriters Laboratories, Inc. (UL).  
UL Test 723
9. Federal Specifications (FS).
10. American Lumber Standards Committee (ALSC).
11. West Coast Lumber Inspection Bureau (WCLIB).  
Grading Rules
12. National Fire Protection Association (NFPA).  
Test 255 Method of Test of Surface Burning Characteristics of Building Materials
13. Commercial item Descriptions (CIDS)

## B. Wood Framing Installation

Install stud framing indicated. Unless otherwise shown, use 2" x 4" wood studs spaced 16" o.c with 4" face perpendicular to direction of wall or partition. Install single bottom plate and double top plates 2" thick by width of studs; except single top plate may be used for non-load-bearing partitions. Nail or anchor plates to supporting construction.

1. Construct corners and intersections with not less than 3 studs. Frame openings with multiple studs and headers. Install nailed header members of thickness equal to width of studs.
2. Install diagonal bracing in exterior wall stud framing unless otherwise indicated. Brace both walls at each external corner, full story height, at 45 degree angle. Use either a let-in 1" x 4" board or 2" x 4" blocking.

- A. Install required items where indicated and where required for support, attachment or screeding of other Work. Form to shapes indicated or required. Coordinate locations and cut and shim as required to provide items at true and level planes to receive Work to be attached. Install closure strips to nailers at all edges.
1. Attach to substrates as indicated; if not indicated, size and space fasteners as required to support applied loading. Maximum spacing of fasteners shall not exceed 16".
  2. Counter-sink bolts and nuts flush with surfaces, unless otherwise shown. Build into masonry during installation of masonry Work. Where possible, anchor to formwork before concrete placement. Bevel both edges of members to be anchored in concrete. Shims shall be cedar shingles or redwood wedges.
  3. Install permanent grounds of dressed, preservative treated, key beveled lumber not less than 1½" wide and of the thickness required to bring face of ground to exact thickness of finish material involved. Remove temporary grounds when no longer required.
  4. The grounds for coat hook and bracket strips in wardrobe cabinets shall be attached to partitions with toggle bolts and to brick walls with expansion bolts before any plastering is done.

### **3.05 INSTALLATION - PANELS**

A. Applying and Finishing Panels, General

Comply with manufacturer's printed installation instructions and recommendations based upon Project conditions, ASTM C840, GA-216, and these Specifications, for all gypsum board application and finishing.

1. Provide wallboard panels of type, thicknesses, and number of layers indicated on the Drawings. Provide multi-layer assemblies using abuse and impact resistant gypsum board panels in conjunction with other types of panels where indicated on the Drawings.
2. Cement-based tile backer board Work shall comply with the same specified requirements as gypsum board Work where applicable. Install panels and treat joints in accordance with ANSI A108.11 and the tile backer board manufacturer's published instructions. Provide 4-mil polyethylene film membrane continuously over studs, between stud space and backer board.



- a. At exterior walls that include vapor retarding materials such as air barrier systems, the polyethylene film shall be installed with unsealed horizontal laps approximately two feet apart. Install film starting at bottom of wall, and lap each 2-foot high row of film over the row beneath it.
3. Attach gypsum board to supplementary framing and blocking provided for additional support at openings and cutouts.
4. Form control joints and expansion joints with space between edges of boards, prepared to receive trim accessories.
5. Work shall be sealed at perimeters, at control and expansion joints, and at all penetrations with continuous beads of acoustical sealant, including a bead at both faces of partitions. Comply with ASTM C919 and all manufacturers recommendations for beads, including sealing of partitions above ceilings. Close off sound-flanking paths around or through the Work. Firestopping required for fire-rated work shall be covered under Section 07270-Firestopping/Smoke Seals.
6. For non-fire-rated work provide flexible EPDM rubber closures, securely held in place, to completely close all voids between metal deck and tops of partitions and other Work.
7. Where fire-rated work is indicated on Drawings construct assemblies in accordance with the Article herein titled Quality Assurance, Paragraph titled Regulatory Requirements.
8. Install the gypsum board with separate boards in moderate contact but not forced into place. At internal and external corners, conceal the cut edges of the board by overlapping covered edges of the abutting boards. Stagger the boards so that corners of any four boards will not meet at a common point except in vertical corners.
9. Extend all partitions to underside of roof and floor construction, unless indicated otherwise.
10. All interior partitions, unless otherwise indicated, shall have mineral fiber sound attenuating blankets, ASTM C665 Type 1, density 2.5 lbs./cubic foot minimum. Sound attenuating blankets shall be installed friction fitted between studs, completely filling solid the partitions for the full height of the partitions.

11. Where exterior walls are indicated on the Drawings to include insulation between studs, the insulation shall be foil backed mineral fiber insulating blankets, ASTM C665 Type III, Class A, density 3 lbs./cubic foot minimum, filling the space between studs. Foil backing shall be omitted from blankets in exterior walls indicated to have other vapor retarding materials as part of the wall assembly, such as vapor retarding air barrier systems, or tile backer board assemblies with polyethylene membrane.
12. Install ceiling board panels at right angles to framing, minimizing the number of abutting end joints and avoiding abutting end joints in the central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
13. Fit gypsum panels around ducts, pipes, and conduits.
14. Isolate perimeter of non-load-bearing gypsum board partitions at structural abutments. Provide space to properly install sealant or firestopping as applicable between edges and abutting structural surfaces. Trim edges with U-bead edge trim where edges of gypsum panels are exposed.
15. Fasten the gypsum board with drywall screws as recommended by the gypsum board manufacturer. Drive the required screws with clutch-controlled power screwdrivers. Provide fasteners in gypsum panels according to referenced gypsum board application and finishing standard, manufacturer's written recommendations, and as required for fire-resistance-rated assembly. Maximum spacing shall be as follows:
  - a. Maximum fastener spacing for abuse resistant gypsum board: 8" o.c., except where 12" o.c. is recommended by panel manufacturer.
  - b. Maximum fastener spacing for other panels: 8" o.c.

#### B. Panel Application

1. Single layer application on walls/partitions: install the gypsum board to studs at right angles to the furring or framing members, unless otherwise required for fire-resistance-rated assembly, minimizing end joints. Stagger abutting end joints not less than one framing member in alternate courses of board.
2. Make end and edge joints, where required, over furring or framing members. Position boards so that like edges abut, with tapered

edges against tapered edges and mill-cut or field-cut ends against mill-cut or field-cut ends. Do not place tapered edges against cut edges or ends. Stagger vertical joints over different studs on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.

4. Cover both faces of wood stud partition framing with wallboard as indicated on the Drawings (including above ceilings). For panels manufactured with different textures on opposite faces, follow manufacturers recommendations, based on finish material, to determine which side shall face towards studs.
5. Multilayer application on ceilings: Apply gypsum board indicated for base layers before applying base layers on walls/partitions; apply face layers in same sequence. Apply base layers at right angles to framing members and offset face-layer joints 1 framing member, 12" minimum, from parallel base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly.
6. Multilayer fastening methods: fasten base layers and face layers separately to supports with screws unless otherwise indicated or required by fire-resistance-rated assembly.

#### C. Finishing and Joint Treatment

1. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
2. Prefill open joints and damaged surface areas.
3. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.
4. Gypsum Board Finish Levels: Finish panels to levels indicated below, according to ASTM C840 and as indicated, for locations as follows:

- a. Concealed locations

ASTM C840 - Level 3: Embed tape and apply separate first and fill coats of joint compound to tape, fasteners, and trim in ceiling plenum areas, other concealed areas, and where panels are substrate for tile, unless a higher level of finish is required for fire-resistance rated assemblies.

b. Exposed locations

ASTM C840 - Level 5, with finished surfaces completely flat and uniform, with no visible irregularities or imperfections: Embed tape and apply separate first, fill, and finish coats of joint compound to tape, fasteners, and trim flanges, and apply skim coat of joint compound over entire surface at panel and trim surfaces that will be exposed to view.

5. Tile backer units: treat joints according to manufacturer's written instructions. Finished surface of tile backer board shall be smooth and free from any imperfections, depressions, or raised areas that would inhibit the proper application of tile finish over the boards.

6. Outside Corners

- a. Install corner bead fitting neatly over the corner and apply compound to both sides of corner.
- b. Treat the corner with joint compound as recommended by accessory manufacturer, allowing compound to dry between coats. Final coat shall completely cover corner.

7. Inside Corners

Treat as specified for joints, except that the reinforcing tape shall be folded lengthwise through the middle and fitted neatly into corner.

8. Properly prepare surfaces to receive painting, coating and tile finishes.

D. Other Trim

1. General: The Drawings do not purport to show all locations and all requirements for trim in connection with the Work of this Section. Carefully study the Drawings and the installation; provide in place all trim normally recommended by the manufacturer of the gypsum board used.
2. Install metal edge trim whenever edge of gypsum board would otherwise be exposed or semi-exposed. Provide type with face flange to receive joint compound, except where semi-finished type is shown on the Drawings. Install L-type trim where work is tightly abutted to other work, and install special kerf-type where other work is kerfed to receive long leg of L-type trim. Install U-type trim where

edge is exposed, revealed, gasketed, or sealant-filled (including expansion joints).

3. Install L-type trim at bottom edge of wallboard in foyer, bathroom/kitchen walls and closet walls, as indicated on the Drawings. Bottom edge shall be held 1/2" above floor.
4. Installation: Install the trim in strict accordance with the manufacturer's recommended methods of installation.

#### E. Control Joints

##### 1. General

Provide control joints where indicated on the Drawings. If not indicated on the Drawings, provide control joints at spacing not exceeding the recommendations of the gypsum board manufacturer, and not more than 30'-0" apart.

Control joints shall be arranged neatly. If the pattern of control joints is not indicated on the Drawings, submit shop drawings illustrating the proposed location of all control joints for review by the Authority.

In fire-rated assemblies construct control joints in accordance with reports of fire tests of assemblies that have met the fire-rating requirements. Behind control joints provide gypsum board strips fastened to web of stud in accordance with Gypsum Association Fire Resistance Design Manual, or provide other configuration demonstrated by testing to maintain fire-rating.

##### 2. Location of Control Joints in Vertical Surfaces (eg., Walls):

Unless otherwise unfeasible, control joints shall be aligned with the edges of openings in the partition (such as door frames, window frames, louvers, etc.)

Control joints shall extend from the finished floor through the entire height of the gypsum board.

##### 3. Location of Control joints in Horizontal Surfaces (eg., Ceilings and Soffits):

Unless otherwise unfeasible, control joints shall be aligned with the edges of rectangular openings in the ceiling (such as light fixtures, grilles, louvers etc.) or on the centerline of round openings (such as sprinkler heads, speakers or round light fixtures).

**3.06 CLEAN UP AND PROTECTION**

- A. In addition to the requirements of these Specifications, use all necessary care during execution of this portion of the Work to prevent scattering of gypsum board scraps and dust and to prevent tracking of joint and finishing compound onto floor surfaces. At completion of each segment of installation in a room or space, promptly pick up and remove from the working area all scraps, debris and surplus material of this Section.

**END OF SECTION**

**LIST OF SUBMITTALS**

<b><u>SUBMITTAL</u></b>	<b><u>DATE SUBMITTED</u></b>	<b><u>DATE APPROVED</u></b>
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Product Data:	_____	_____
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1. Manufacturers' product information, specifications and installation instructions for boards, joint compounds, acoustical sealants, insulation, deck flute closures, and other accessories.

v

Shop Drawings:	_____	_____
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Samples:	_____	_____
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1. Wallboard, each type: 12" square.
2. Wood studs: 6" length
3. Screws: 2 each type

Material Certificates and Acceptances:	_____	_____
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1. Manufacturer's certificates certifying compliance of materials with requirements of specifications.
3. Wallboard manufacturers' acceptances.

Quality Assurance:	_____	_____
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1. Installer's affidavit certifying minimum of 5 years experience installing items specified.
2. Company Field Advisor: manufacturer to certify in writing that field advisor is technically qualified in design, installation, and servicing of the required products.

**SECTION 09310**  
**CERAMIC TILE**

**PART 1 - GENERAL**

**1.01 DESCRIPTION OF WORK**

- A. Provide all ceramic tile work indicated on the Drawings and as specified herein, including, but not limited to: glazed ceramic tile, unglazed quarry tile, ceramic mosaic tile, all trim units, setting and grouting materials, waterproofing membrane for thin-set applications, and marble saddles.

**1.02 REFERENCES**

- A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.
- B. ANSI A137.1 "American National Standard Specifications for Ceramic Tile".
- C. Tile Council of America (TCA) Handbook for Ceramic Tile Installation. This includes ANSI A108/A118/A136 "Standard Specifications for the Installation of Ceramic Tile".
- D. CDPH – SPTVOE: California Department of Public Health Standard Practice for The Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers; including Addenda.
- E. SCAQMD: South Coast Air Quality Management District rules, including Amendments.  
  
Rules #1113 and #1168.
- F. International Organization for Standardization (ISO)
- G. European Standards(EN)

**1.03 SUBMITTALS**

- A. Product Data



Submit manufacturers' specifications and installation instructions for the following:

1. Each type of tile and trim unit specified.
2. Setting materials specified.
3. Grouting materials specified.
4. Waterproofing materials specified.
5. Sealer material specified.

B. Shop Drawings

Where the Drawings indicate tile pattern or joint locations, or where more than one type or color of tile is indicated, submit Shop Drawings showing tile pattern, colors, and types, as well as locations and widths of control and expansion joints in tile surfaces.

C. Samples

1. Initial Selection: Submit manufacturer's color charts consisting of actual tiles or sections of tile showing full range of colors, textures, and patterns available for each type of tile indicated. Include grout manufacturers standard range of colors for each grout type required.
2. Verification Samples:
  - a. Samples of each type of tile, color and pattern indicated, 12" x 12" sample with tile mounted on plywood or hardboard panels and grouted.
  - b. 12" long sample of marble saddle, beveled and finished.
  - c. Trim units: 2, each type, color and shape specified.
3. Field Samples: as specified.

D. Quality Control Submittals

1. Master Grade Certificate
  - a. Before setting any tiles, furnish to the Authority (for each shipment and type of tile) a certificate of grade, properly

filled in on a Master Grade Certificate of the form approved in ANSI 137.1.

- b. Certificate shall be signed by the manufacturer of the tiles and by the subcontractor for the Work, stating the grade, kind and full quantities of tiles; and give identification marks for all packages of tiles furnished under this Contract.
  - c. Brand packages with corresponding identification marks.
- 2. Affidavit certifying experience of the installation company, as specified.
  - 3. Dynamic Coefficient of Friction (DCOF) for floor tiles.
- E. Project Closeout Submittals:
- 1. Maintenance materials, as specified.
- F. Low Emitting Materials Compliance Submittals:
- 1. Provide documentation for each sealant to be used indicating that the sealants comply with low V.O.C. requirements as stated in Specification Section G01600.
  - 2. Provide documentation of compliance with the testing and product requirements of CDPH-SPTVOE or applicable rules of SCAQMD as specified, and documentation as required for compliance with local regulations.

#### **1.04 QUALITY ASSURANCE**

A. Manufacturer

- 1. Furnish tile of the same manufacturer and from the same origin for each tile type and color.
- 2. Furnish setting and grouting materials of the same manufacturer and from the same origin for each tile type and method of installation, unless otherwise specified.

B. Qualifications

Installer is to be a firm that has a minimum of five years experience with the installation of specified materials.

C. Pre-installation Conference

Prior to the start of the concrete and waterproofing construction schedule, the Contractor shall conduct a meeting to review the proposed waterproofing and tile design and to discuss the required methods and procedures to achieve the required quality and waterproofing integrity. The meeting shall include, at a minimum, the Contractor, the waterproofing installer, waterproofing manufacturer, the Authority's Construction Manager and CID Inspector. The Contractor shall send a conference agenda to all attendees prior to the scheduled date of the conference.

D. Field Sample

Prior to proceeding with installation of tile, provide a field sample of each proposed tile installation. The field sample shall include both floor and wall applications of tile and, where applicable, shall also include a representative portion of any special color and joint pattern indicated.

The quantity and extent of such field sample(s) shall be coordinated with the Authority's Representative. With the approval of the Authority's Representative any acceptable field sample may be incorporated into the final Work.

E. Inspection of Liquid Applied Waterproof Membrane

Following installation of liquid applied waterproof membrane, and prior to proceeding with installation of thinset floor tile, obtain the Authority's Representative's written approval of the membrane.

**1.05 DELIVERY, STORAGE, AND HANDLING**

A. Delivery and Storage

1. Deliver all materials of this Section to the job site in their original unopened containers with grade seals unbroken and labels intact and legible.
2. Store all materials under cover in a manner to prevent damage and contamination by water, freezing, foreign matter or other causes. Store only the specified materials at the job site in location designated by the Authority's Representative.

B. Protection (General)

Use all means necessary to protect ceramic tile materials before, during, and after installation and to protect the installed Work and materials of all other trades.

C. Replacements

In the event of damage, immediately make all repairs and replacements necessary to the approval of the Project Architect and at no additional cost to the Authority.

**1.06 MAINTENANCE MATERIALS (EXTRA STOCK)**

A. General

Deliver extra stock of maintenance materials to Authority's Representative (to be transferred to the custodian). Furnish maintenance materials from same manufactured lot as materials installed and enclosed in protective packaging with appropriate identifying labels.

1. Tile: Furnish not less than one box for each 25 boxes or fraction thereof, for each type, color, pattern and size installed.
2. Wall Base: Furnish not less than 40 linear feet of each type, color, and size installed.
3. Sealer: Furnish one quart of sealer in container with factory label with instructions for use.

**PART 2 - PRODUCTS**

**2.01 MANUFACTURERS**

A. General

1. Furnish tile by the same manufacturer and from the same origin for each tile type.
2. All tile indicated to be used on floor surfaces, as manufactured, shall bear a Dynamic Coefficient of Friction (DCOF) of 0.42 wet when measured per DCOF AcuTest in accordance with ANSI A137.1 Section 9.6.

B. Glazed Ceramic Wall/Floor Tile

1. American-Olean Tile Co., Lansdale, PA. Type: "Bright".

2. Daltile Corporation, Dallas, TX. Type: "Semigloss".
  3. ROCA Tile USA – United States Ceramic Tile, FL. Series: "Color Collection".
- C. Quarry Tile
1. American Olean Tile Co., Lansdale, PA.
  2. Daltile Corporation, Dallas, TX.
  3. Summitville Tiles, Inc., Summitville, OH.
  4. Metropolitan Ceramics, Canton, OH.
- D. Mortars and Grout
1. Laticrete International, Inc., Bethany, CT.
  2. Mapei, Deerfield Beach, FL.
  3. Pro Spec/Bonsal, Fairless Hills, PA.
- E. Cold Applied Liquid Waterproof Membrane
1. Laticrete International, Inc., Bethany, CT.
  2. Mapei, Deerfield Beach, FL.
  3. Pro Spec/Bonsal, Fairless Hills, PA.
- F. Water-Soluble Grout Release
1. Aquamix
  2. Miracle Sealants Co.
  3. DuPont/Laticrete StoneTech Professional
  4. Ultracare by Mapei
- G. Sealer
1. Miracle Sealants Co.
  2. DuPont/Laticrete StoneTech Professional

3. Ultracare by Mapei
- J. Accent Wall Tiles
1. American-Olean Tile Co., Lansdale, PA.
  2. Daltile Corporation, Dallas, TX.
  3. ROCA Tile USA – United States Ceramic Tile, FL.

## 2.02 **MATERIALS**

### A. Tile Products

1. Glazed ceramic wall tile complying with Section 6.1 ANSI A137.1; Standard Grade.
  - a. Sizes  
Standard sizes: 4" x 12" x 5/16".
2. Unglazed Floor Tile complying with Section 5.1 ANSI A137.1; Standard Grade.
  - a. Standard size: 12" x 12" x 1/2", flat tile.
  - b. Edges: Square edges, ground four-sided after firing.
3. Unglazed Ceramic Mosaic Tile complying with Section 5.1 ANSI A137.1; Standard Grade.
  - a. Standard sizes: 1" x 1" x 1/4", 1" x 2" x 1/4", 2" x 2" x 1/4"
  - b. Colors: shall be selected by Project Architect from clear and/or textured porcelain tile. Floor and base tile of same colors.
  - c. Factory mounted.
  - d. Edges: Smooth, all purpose edge.
  - e. Average absorption: not to exceed 1/2 of 1%.
4. Trim units including cap, bullnose, cove, external & internal corners to match characteristics of adjoining flat tile in size and color.
  - a. Provide matching samples.

- b. Shapes: Provide manufacturers standard special shapes to suit installation. Provide bullnosed units at external corners and wainscot. Provide square corners at internal corners.
  5. Shower floor tile complying with ANSI A137.1
    - a. Standard sizes: 1" x 1", 2" x 2"– or other size where indicated on drawings. Thickness to be 1/8" to 3/8".
    - b. Colors: Shall be selected by Project Architect.
    - c. Edges: square
    - d. Factory mounted nominal 12"x12" sheets
- B. Marble Saddles
1. General: Provide marble which is uniform in color and finish, fabricated to sizes and profiles indicated or required to provide transition between tile surfaces and adjoining finished floor surfaces.

Saddles shall be accessible for the disabled and conform to the requirements of the NYC. Building Code and the Americans with Disabilities Act.
- C. Setting Materials
1. Portland Cement Mortar: Complying with ANSI A108.1
    - a. Portland Cement - ASTM C150 Type 1
    - b. Sand - ASTM C144
    - c. Hydrated Lime - ASTM C206 or ASTM C207 Type S
    - d. Water - Clean and potable.
    - e. Follow recommendations outlined in TCA Handbook for Ceramic Tile Installation for mortar mix proportions.
  2. Latex Portland Cement Mortar: Thin-setting bed - complying with ANSI A118.4.

- a. Prepackaged dry set mix mortar incorporating dry polymer additive in the form of a re-emulsifiable powder to which only water is added at job site, or latex additive, serving as a replacement for part or all of gauging water, added at job site to dry mortar mix. Comply with mixing directions of latex additive manufacturer and mortar manufacturer. Comply with requirements of CDPH-SPTVOE, or SCAQMD rule #1168.
  - 1) Mapei: Ultraflex 2 with Dust-Free Technology. For walls or large-format tile, Ultraflex LFT may be used.
  - 2) Laticrete: No. 253. For walls 255 MultiMax may be used.
  - 3) Pro Spec: Permafex 400.
  - 4) Schluter ALL-SET or Schluter SET
- b. Dryset mortar with latex additive serving as replacement for all of gauging water, added at jobsite to dryset mortar mix. Use with porcelain paver tile installations. Comply with requirements of CDPH-SPTVOE, or SCAQMD rule #1168.
  - 1) Mapei Kerabond premium floor and wall thinset mortar with Mapei Keralastic super flexible additive.
  - 2) Laticrete No. 272 premium floor and wall thinset mortar with Laticrete No. 333 super flexible additive.
  - 3) Pro Spec Permalastic System – Two component, highly flexible mortar, with additive.
  - 4) Schluter ALL-SET or Schluter SET.
- c. Follow recommendations outlined in TCA Handbook for Ceramic Tile Installation.

#### D. Grouting Materials

1. Polymer modified tile grout: a factory prepared compound of Portland cement, dry polymers and special additives complying with ANSI A 118.7. Comply with requirements of CDPH-SPTVOE, or SCAQMD rule #1168.
  - a. Laticrete 1500 Sanded, for joints 1/8" or greater.



- b. Laticrete 1600 Unsanded, for joints less than 1/8".
  - c. Mapei Keracolor S (Ker 200), for joints 1/8" or greater.
  - d. Mapei Keracolor U (Ker 800), for joints less than 1/8" .
  - e. Pro Spec Sanded Grout 700, for joints 1/8" or greater.
  - f. Pro Spec Unsanded Grout 800, for joints less than 1/8".
  - g. Schluter ALL-SET
2. Epoxy Grout: Solvent free, non-allergenic, two-component, 100% solids epoxy that is water cleanable, non-sagging, chemical and stain resistant, with long term color retention. Comply with ANSI 118.3. Comply with requirements of CDPH-SPTVOE, or SCAQMD rule #1168.
    - a. Laticrete SpectraLOCK 2000 IG.
    - b. Mapei **Kerapoxy CQ**, factory blended.
    - c. Pro Spec B-7000 Epoxy Mortar and Grout
  3. Colors: Wall type grout shall be white and floor type grout shall be grey.
  4. All sealants shall comply with V.O.C. requirements specified in Section G01600.
- E. Cold Applied Liquid Waterproof Membrane (for thinset floor applications):
- Waterproof membrane shall be resistant to urine, dilute acids, alkalis, food wastes, and brine. Materials shall be non-hazardous and meet all volatile content (V.O.C) requirements. Comply with ANSI A118.10. Comply with requirements of CDPH-SPTVOE, or SCAQMD rule #1168.
1. Laticrete 9235; Waterproof Membrane, cold applied liquid rubber and reinforcing fabric.
  2. Mapei Mapelastic AquaDefense cold-applied, roller applied synthetic liquid rubber and fiber reinforcing fabric.
  3. Pro Spec B-6000; Latex polymer based waterproofing membrane and reinforcing mesh.

## F. Miscellaneous Materials

1. Tile Cleaner: Product acceptable to tile and grout manufacturers and as recommended by Ceramic Tile Institute.
2. Sealer: Miracle Sealants Company "511 Porous Plus" or "511 H2O Plus", or DuPont StoneTech "Heavy Duty Sealer", or **Ultracare by Mapei " Penetrating Plus Stone, Tile and Grout Sealer"**, subject to approval of quarry tile and grout manufacturers, and compliance with local regulations. Penetrating sealer, causing no reduction of tile's slip resistance, and no change in tile appearance. Comply with requirements of CDPH-SPTVOE, or SCAQMD rule #1113.
3. Crack Isolation Membrane:  
  
Comply with requirements of CDPH-SPTVOE, or SCAQMD rule #1168.
  - a. Laticrete "Hydro Ban"
  - b. Mapei "Mapelastic AquaDefense"
  - c. Pro Spec B-6000 Waterproofing/Crack Isolation Membrane with reinforcing mesh.
  - d. Schluter uncoupling (DITRA), KERDI membrane

**2.03 MIXES**

- A. Mix mortars, grouts and additives to comply with referenced standards and manufacturers recommendations. Accurately proportion materials for mixing to produce mortars and grouts of uniform quality with optimum performance characteristics.

**PART 3 - EXECUTION****3.01 EXAMINATION**

- A. Surfaces to receive tile shall be clean, firm and smooth.
- B. Inspect all surfaces prepared by others before starting tile work and report all unsatisfactory conditions to the Authority. Verify that wall surfaces are level, plumb and square and that floor slopes to drains. Starting tile work shall be considered acceptance of Work of others and existing substrate.
- C. Before proceeding with any tile work, verify:

1. Prior to application of thick set tile flooring systems, that sheet membrane waterproofing has been installed over prepared substrate and tested for leakage as part of Work of Section 07110 - Sheet Membrane Waterproofing.
  2. That plumbing contractor has installed all sleeves, drains, flashings and piping and that all piping systems have been run and tested for leakage.
- D. No installation of ceramic tile shall proceed until the field samples have been approved by the Authority's Representative.
- E. Following installation of liquid applied waterproof membrane, and prior to proceeding with installation of thinset floor tile, obtain the Authority's Representative's written approval of the membrane.

### **3.02 PROJECT CONDITIONS**

- A. Maintain environmental conditions and protect Work during and after installation to comply with referenced standards and manufacturer's printed recommendations.
- B. Vent temporary heaters to exterior to prevent injury to persons or damage to tile work from carbon dioxide or carbon monoxide buildup.
- C. Maintain temperatures at not less than 50°F (10°C) in tiled areas during installation and for 7 days after completion, unless higher temperatures are required by referenced installation standard or manufacturer's instructions.

### **3.03 PREPARATION**

- A. Prepare floors, walls and base substrates for tile installation in accordance with Tile Council of America's and product manufacturer's recommendations and requirements for wall and floor systems specified.
- B. Prior to application of thin set floor tile, install cold applied liquid rubber waterproof membrane as per manufacturer's recommendations and specifications as part of Work of this Section.
- C. Prior to application of thin set wall tile at locations having sheet membrane waterproofing turned up at wall base, such as in kitchen areas, provide materials to prepare the substrate for proper bonding as recommended by the thinset mortar manufacturer.

- D. Allow waterproofing materials to cure in accordance with membrane manufacturer's recommendations.
- E. Where porcelain paver tile is indicated to be installed on stair landings, first provide crack isolation membrane on properly cured and prepared concrete.

### 3.04 **INSTALLATION, GENERAL**

#### A. ANSI Tile Installation Standard

Comply with applicable parts of ANSI 108 series of tile installation standards included under American National Standard Specifications for Installation of Ceramic Tile.

#### B. TCA Installation Guidelines

Comply with Tile Council of America installation methods specified.

- C. All wall tile shall be laid up with vertical joints not over 1/16" thick, continuous and unbroken in perfect alignment. For tile mounted in sheets, make joints between tile sheets same width as joints within sheets so extent of each sheet is not apparent in finish Work.
- D. Tile shall be set to the required levels and planes with true lines and angles. Layout tile work and center tile fields in both directions in each space and on each wall area unless otherwise indicated on Drawings. Adjust to minimize tile cutting.
- E. Cut edges of tile shall be carefully ground and jointed. Do all cutting and drilling required for setting and as may be required by other contractors in a neat manner without marring the surface. Fit tile closely to electrical outlets, piping, fixtures and other penetrations so that plates, collars, or covers overlap tile.
- F. The tile setter shall cut holes in the base tile of toilet rooms where bronze tubing extends through the partitions into the adjoining pipe spaces.
- G. Set rings for floor type water closets, as specified in Division 15 of this Specification.
- H. Provide tile base at convactor enclosures where indicated on Drawings. Tile base and wainscot shall be terminated with bullnose units at top course unless otherwise shown.

- I. Start all wainscots and facings above a ceramic glazed tile base 6" x 6" with  $\frac{3}{4}$ " minimum or 1" maximum radius sanitary cove except where other flooring or base are indicated.
- J. All trim including cap, bullnose, cove, external and internal corners to match field tile in size and color unless indicated otherwise.
- K. Eliminate all voids behind tiles.
- L. Provide expansion joints as indicated, where tilework abuts restraining surfaces, where expansion or control joints occur in the substrate, and where recommended in the TCA Handbook method EJ171. Spacing of expansion joints shall not exceed **25 linear** feet in each direction, and shall not exceed 12 **linear** feet where tile will be exposed to direct sunlight or moisture.

### 3.05 FLOOR TILE INSTALLATION METHODS

- A. Ceramic Mosaic Tile, Porcelain Paver Tile, and Quarry Tile.

Install tile to comply with requirements indicated below for setting methods, TCA installation methods related to types of subfloor construction, and grout types:

- 1. Thick set method, reinforced, on interior concrete subfloors, including Kitchen areas and other areas where indicated: mortar bed of uniform thickness of 1 $\frac{1}{4}$ " to 2" thick depending on location, comply with TCA F121.
  - a. Commercial Portland Cement Mortar Bed: ANSI A108.1
  - b. Grout: Commercial Sanded Portland Cement type grout - acid resistant, ANSI A118.6. At Kitchen areas provide epoxy grout, ANSI A118.3.
  - c. Waterproof membrane: Provided as part of Work of Section 07110 - SHEET MEMBRANE WATERPROOFING.
  - d. Expansion joints mandatory. Provide in accordance with TCA Method EJ171.
  - e. Reinforcing: 16 gage, 2"x2", galvanized welded wire mesh, centered within mortar bed.
  - f. Mortar bed to be uniform depth within range specified above. Slope to be in fill installed as part of work of Section 03300 –

CAST-IN-PLACE CONCRETE or Section 03733 – CONCRETE REPAIR WORK. Refer to Section 07110 for installation of sheet membrane waterproofing. Prior to starting work, confirm that all floor areas slope to drains, with no back pitch away from drains.

2. Thin set method, interior concrete subfloors, except lobbies, corridors and stair landings: mortar bed of 3/32" to 1/8", comply with TCA F122.
  - a. Latex Portland Cement Mortar Bed: ANSI A118.4
  - b. Grout: Polymer modified Portland cement tile grout, ANSI A118.7. At Science Laboratory areas provide epoxy grout, ANSI A118.3.
  - c. Waterproof membrane: Cold-applied liquid rubber provided as part of Work of this Section. Prepare slab and install membrane, including reinforcing fabric, as per membrane manufacturer's recommendations and specifications. Pretreat all cracks, joints, coves, penetrations (including drains), and corners with reinforcing fabric and waterproofing material. Turn membrane up onto wall, extending 2" above finished floor. Waterproof penetrations and around drains.
  - d. Expansion joints: follow waterproof membrane manufacturer's directions and recommendations. Provide in accordance with TCA Method EJ171.
3. Thin set method, interior concrete subfloors, for lobbies, corridors, and stair landings: mortar bed of 3/32" to 1/8", comply with TCA F113.
  - a. Where porcelain paver tile is indicated to be installed on stair landings, first provide crack isolation membrane on properly cured and prepared concrete.
  - b. Latex Portland Cement Mortar Bed: ANSI A118.4
    - 1) For installation of porcelain paver tiles provide latex additive serving as replacement for all of gauging water, added at jobsite to dryset mortar mix. Premium thinset mortar, and flexible additive.
  - c. Grout: Polymer modified Portland cement tile grout, ANSI A118.7.

- d. Provide expansion joints in accordance with TCA Method EJ171. Above grade provide joints spaced 8' to 12' apart in each direction.

### 3.06 WALL TILE INSTALLATION METHODS

#### A. General

Install wall tile and base to comply with requirements indicated below for setting bed methods, TCA installation methods related to subsurface wall conditions and grout types.

1. Thick set method, on interior plaster, cement, and masonry: mortar bed of 3/4" to 1½" thick comply with TCA W221.
  - a. Commercial Portland Cement Mortar Bed: ANSI A108.1
  - b. Scratch Coat: Portland cement mortar proportioned as per TCA W221.
  - c. Bond Coat: Portland cement paste on workable mortar bed.
  - d. Grout: Commercial Portland Cement Grout. Compound of Portland cement and additives, factory blended to decrease shrinkage and increase moisture resistance, and complying with ANSI A118.6.
  - e. Metal Lath: Galvanized expanded metal.
  - f. 4 mil polyethylene membrane.
  - g. Expansion joints mandatory. Provide in accordance with TCA Method EJ171.
4. Thin set method, tile backer board on metal studs: TCA W244.
  - a. Latex Portland Cement Mortar: ANSI A118.4.
  - b. Grout: Polymer modified Portland cement. ANSI A118.7.
  - c. Polyethylene uncoupling underlayment for moisture resistant (bathroom floor), Schluter Ditra or approved equal.
  - d. Polyethylene membrane for moisture resistant walls, Schluter Kerdi Membrane or approved equal.

- d. Expansion joints mandatory. Provide in accordance with TCA Method EJ171.

### **3.07 GROUT APPLICATION**

- A. Where possible, tile should not be grouted sooner than 48 hours after setting.
- B. Clean all joints of dust, dirt, and foreign materials.
- C. When grouting wall tile thoroughly soak all joints with clean water. This is important as grout will not cure properly unless thoroughly soaked.
- D. Mix grout with clean water to a consistency of thick cream. Completely fill all joints and allow to set for a few minutes. Remove the surplus grout and finish flush and true. As soon as the grout has reached its initial set, thoroughly wash with a sponge and clean water. Polish with clean, dry cloths.

### **3.08 REFRIGERATOR - FREEZER AREA**

- A. Continue tile facing in kitchen at exposed portion of the walk-in refrigerator extending from floor to ceiling.
- B. After installation of the refrigerator-freezer in the kitchen, fill in solidly with concrete all spaces around the freezer and complete installation of floor tile and base around freezer. Tile base shall be secured to sides of freezer with waterproof mastic.
- C. Apply sealer to floor as specified in Article titled "Sealer Application".

### **3.09 CLEANING**

- A. Upon completion of all ceramic tile installation and grouting, thoroughly clean the exposed surfaces so they are free of foreign matter and stains. Clean grout from exposed tile surfaces.
- B. Unglazed tile may be cleaned with acid solutions only when permitted by tile and grout manufacturer's printed instructions, but not sooner than 14 days after installation. Protect metal and vitreous plumbing fixtures from effects of acid cleaning. Flush surface with clean water before and after cleaning. Remove all traces of acid solution upon completion of cleaning process.



**3.10 WATER TEST – FOOD SERVICE AREAS**

- A. After completion of thick-set tile application, apply water to floor to demonstrate that all floor areas are sloped to drains and do not back pitch away from the drains. Advise the Authority's Representative 48 hours prior to the test.

**3.11 SEALER APPLICATION**

- A. Clean tiles of grout and other stains prior to application of sealer in accordance with manufacturer's instructions.
- B. Apply sealer to quarry tile floors in kitchen, food preparation, and servery areas, in accordance with sealer manufacturer's printed instructions.
- C. Cleaning and sealing of tiles must be done prior to installation of equipment to avoid damage to equipment finishes.

**3.12 PROTECTION**

- A. As soon as the tile work in each space has been grouted, cleaned, and sealed, it shall be covered with either reinforced kraft paper (sisal kraft) or other heavy covering. Floor covering shall be kept and maintained until completion of the Work of all trades or as otherwise directed by the Authority, when it shall be removed without damage to tile or adjoining Work.

**END OF SECTION**

**LIST OF SUBMITTALS**

**SUBMITTAL**

**DATE SUBMITTED**

**DATE APPROVED**

Product Data:

\_\_\_\_\_

\_\_\_\_\_

- 1. Manufacturer's specifications and installation instructions for each type of tile, trim, setting materials, grouting materials, waterproofing materials and sealer.

Shop Drawings:

\_\_\_\_\_

\_\_\_\_\_

- 1. Drawings indicating tile patterns, with width and locations of control and expansion joints.

Samples:

\_\_\_\_\_

\_\_\_\_\_

- 1. Manufacturer's tile color charts, and grout manufacturers standard range of colors for each grout type.
- 2. 12" x 12" mounted and grouted samples of tiles for each type, color, and pattern.
- 3. 12" long sample of each type of marble saddle.
- 4. Trim units: 2 of each type, color, and shape.

Quality Control Submittals:

\_\_\_\_\_

\_\_\_\_\_

- 1. Master Grade Certificate.
- 2. Installer's affidavit certifying minimum of 5 years experience installing items specified.
- 3. Dynamic Coefficient of

Friction (DCOF)

Field Samples:

\_\_\_\_\_

Project Closeout:

\_\_\_\_\_

1. Stock of maintenance materials.

Tile: Furnish one box for each 25 boxes or fraction thereof, for each type, color, pattern and size installed.

Sealer: Furnish one quart.

**SECTION 09650****RESILIENT FLOORING****PART 1 - GENERAL****1.01 DESCRIPTION OF WORK**

- A. Provide all resilient plank flooring, resilient base (at resilient flooring) and other accessories noted herein.

**1.02 RELATED SECTIONS**

- A. Cement-based Self-leveling Underlayment.....Section 03542

**1.03 REFERENCES**

- A. ASTM International, latest editions.
  - D2047 Standard Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as Measured by the James Machine
  - E84 Test Method for Surface Burning Characteristics of Building Materials.
  - E648 Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source.
  - E662 Test Method for Specific Optical Density of Smoke Generated by Solid Materials.
  - F1066 Standard specification for Vinyl Composition Floor Tile
  - F1700 Standard specification for Solid Vinyl Floor Tile
  - F1869 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
  - F1861 Standard Specification for Resilient Wall Base
  - F1913 Standard Specification for Vinyl Sheet Floor Covering Without Backing
  - F3261 Standard Specification for Resilient Flooring in Modular Format with Rigid Polymeric Core

- B. California Air Resource Board (CARB)
- C. National Fire Protection Association (NFPA)  
Standard 253 Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source.
- D. Underwriters Laboratories  
UL 410 UL Standard for Safety Slip Resistance of Floor Surface
- E. International Organization for Standardization (ISO)
- F. European Standards (EN)
- G. Where the language in any of the documents referred to herein is in the form of a recommendation or suggestion, such recommendations or suggestions shall be deemed mandatory under this contract.

#### 1.04 **SUBMITTALS**

##### A. Product Data

Manufacturers' specifications, installation instructions, surface preparation requirements and maintenance manuals for each material specified.

##### B. Samples

1. For Initial Selection: Submit actual sections of resilient flooring materials, showing full range of colors and patterns available, for each type of resilient flooring required
2. For Verification, prior to installation, submit the following:
  - a. Resilient floor plank: Full size, each type, size and color specified:
    - 1) Light Reflectivity (L.R.): Sample plank submitted must have light reflective values of each plank noted either by Light Reflectivity (L.R.) Sample tiles submitted must have light reflective values of each tile noted either by Stamping L.R. value on back or Stamping L.R. value on back or Printed schedule form (submit in triplicate).
  - b. Resilient Base: 12" long sections, each type and color specified.

C. Quality Assurance

1. Furnish Installer's certification that it is a firm with not less than 5 years of successful experience in the installation of specified materials.
2. Manufacturer's certification from an independent testing laboratory that resilient flooring complies with the fire test performance requirements
3. Certification from flooring installer that the substrate surfaces have been examined and are acceptable

D. Extra Materials

E. FloorScore Certification

1. Provide documentation that each product is FloorScore™ certified.

F. Low Emitting Materials Compliance Submittals

1. Provide documentation for each adhesive to be used indicating that the adhesives comply with V.O.C. requirements as stated in Specification Section G01600.
2. Provide documentation that floor polish has 0% VOC or complies with CARB 2007 requirements.

G. Sustainability Submittals

1. Recycled Content
  - a. Submit documentation of recycled content consisting of product data or manufacturer's statement as applicable for the following:
    - 1) Vinyl composition plank.
    - 3) Resilient base
    - 4) Slip retardant vinyl tile
    - 5) Slip retardant sheet vinyl
    - 6) Solid Vinyl Tile

- b. Submit Contractor's Sustainable Materials Form with complete information on recycled content for resilient flooring and integrated base materials provided under the work of this section in accordance with Section S01352, Sustainability Requirements. Include cost of materials and percentage, by weight, of materials that have post-consumer or pre-consumer recycled content.
- c. Submit generic or product specific EPD or Product Specific Declaration.

## 1.05 **QUALITY ASSURANCE**

### A. Qualifications

- 1. Furnish Installer's certification that it is a firm with not less than 5 years of successful experience in the installation of specified materials.

### B. Certifications

- 1. Furnish manufacturer's certification from an independent testing laboratory acceptable to authorities having jurisdiction that resilient flooring complies with the fire test performance requirements specified herein.
- 2. Furnish certification from flooring installer that the substrate surfaces have been examined and are acceptable for installation of the Work of this Section.

### C. Fire Test Performance

Provide resilient flooring and wall base material that comply with the following performance criteria as determined by an independent testing laboratory acceptable to authorities having jurisdiction.

- 1. Resilient flooring – Shall conform to Class 1:
  - a. Critical Radiant Flux (CRF): Not less than 0.45 watts per sq. cm. as per ASTM E648 or NFPA 253
  - b. Specific Optical Density Rating: Less than 450 as per ASTM E662.
- 2. Resilient base – Shall conform to either Class B per ASTM E84 or Class 1 per ASTM E648 or NFPA 253: Compliance with Sections

BC 803.1.1 and BC 806.8 of 2022 NYC Building code is also required.

- a. Class B per ASTM E84
  - 1) Flame Spread Index: Not more than 75 as per ASTM E84.
  - 2) Smoke Density Index: Not more than 450 as per ASTM E84.
- b. Class 1 per ASTM E648 or NFPA 253: Critical Radiant Flux (CRF) of not less than 0.45 watts per sq. cm.

D. Slip Resistance

1. All flooring materials with coatings shall have a slip resistance of at least 0.50 when tested in accordance with ASTM D2047.
2. Flooring materials without coating shall have a slip resistance of at least 0.5 when tested in accordance with UL 410.

**1.06 DELIVERY, STORAGE, AND HANDLING**

A. Delivery

Deliver material in good condition to the site in manufacturer's original unopened containers with label information clearly marked thereon.

B. Storage

Store materials (resilient flooring, base and adhesives) in location protected from the weather and having a minimum temperature of 68°F for at least 24 hours prior to start of laying of flooring.

**1.07 PROJECT CONDITIONS**

A. Environmental Requirements

Continuously heat spaces to receive flooring to a temperature of 68°F for at least 48 hours prior to flooring installation, and for 48 hours after installation. Maintain a minimum temperature of 55°F thereafter. Do not install products until they are at the same temperature as the spaces in which they are installed.



- B. Install resilient flooring and accessories after other finishing operations, including painting, have been completed. Do not install resilient flooring over concrete slabs until the latter has been cured and is sufficiently dry to achieve bond with adhesive as determined by manufacturer's recommended bond and moisture test. The Contractor shall allow sufficient time for the slab to dry out before installation of resilient flooring is started.

## **1.08 MAINTENANCE**

### **A. Extra Materials**

1. Furnish additional floor covering materials for replacement and maintenance to the Authority's Representative (to be transferred to the custodian), including manufacturer maintenance information.
2. Furnish materials of each size, color pattern, and type of material included in the Work. All materials must be new, clean, undamaged and in original containers.
3. Furnish materials at the rate of one (1) carton for each 1000-1500 sq. ft of material installed.

## **PART 2 - PRODUCTS**

### **2.01 MANUFACTURERS**

#### **A. Vinyl Composition Plank**

1. Tarkett Inc. Houston Texas: Azrock® by Tarkett- Standard VCT and Expressions™ by Tarkett
2. Mannington Mill, Salem, NJ: "Bond, Structure"
3. AHF Products, Mountville, PA: "Standard Excelon Imperial Texture" and "Premium Excelon", an Armstrong Brand

#### **B. Solid Vinyl Sheet Flooring**

1. Mannington Mill: "Homogeneous Sheet Flooring"
2. Johnsonite® a Tarkett Company: "Optima iQ Homogeneous Sheet"
3. Shaw Industries Group: "Vitality Sheet", Homogeneous Sheet Flooring

4. AHF Products, Mountville, PA: "Medintech", an Armstrong Brand
  5. AHF Products, Montville, PA: "Mixed and Variegated Homogeneous Sheet"
- C. Slip Retardant Vinyl Sheet Flooring
1. Altro Floors: "Altro Walkway 20"
  2. AHF Products: "Safety Zone", an Armstrong Brand
  3. Mannington Mill: "Assurance III"
  4. Johnsonite® a Tarkett Company: "Granit Safe-T"
  5. Shaw Industries Group: "Vitality Sheet", Homogeneous Sheet Flooring
- D. Slip Retardant Vinyl and Vinyl Composition Tile
1. AHF Products: "Safety Zone", an Armstrong Brand
  2. Johnsonite a Tarkett Company: "Granite Slip Resistant"
- E. Resilient Wall Base and Accessories (Vinyl or Rubber base)
1. Johnsonite/Tarkett
  2. Stoler Industries/Allstate Rubber Corp., Dalton
- GA
3. Roppe, Fostoria, OH
  4. Burke by Mannington
  5. AHF Products
- F. Vinyl Composition Feature Strips
1. Johnsonite/Tarkett
  2. AHF Products
- G. Detectable Warning Surfaces

1. Detectable Warning Systems Inc., Jacksonville, FL: AlertTile
2. Access Products Inc., Buffalo, NY:  
Access Tile®-Surface Applied

H. Moisture Test Kits:

1. WagnerMeters Rouge River, OR
2. Floor Seal Technology, Inc. Milpitas, CA 95112

## 2.02 **MATERIALS**

- A. Vinyl Composition Tile/Vinyl Tile: Contractor may select either material where VCT is indicated.

1. Vinyl Composition Tile (VCT)

Provide VCT product, in compliance with ASTM F1066, Class 2 through pattern, asbestos free, complying with the following requirements:

- a. Size: 12" x 12" x 1/8" gage
- b. Color: As indicated on the drawings
- c. Light Reflectivity: Maximum range as per Manufacturers Light Reflectivity Tables
  - 1) Classrooms ..... 45%
  - 2) Corridors, Cafeterias,  
Lunchrooms, Playrooms ..... 35%
- d. Vinyl composition tile shall be manufactured with a minimum of 1% of post consumer content materials.
- e. Tile shall be FloorScore™ certified.

2. Solid Vinyl Planking

Provide solid Vinyl planking, in compliance with ASTM F1700, Type B embossed, class III pattern, asbestos free, complying with the following requirements:

- a. Minimum width of plank 4 inches.

- b. Color: As indicated on the drawings
- c. Maximum Light Reflectivity of 45%
- d. Tile shall be FloorScore™ certified.

### 2.03 **ACCESSORIES**

#### A. Resilient Base

As per vinyl plank manufacturers recommendation.

#### B. Adhesives

- 1. Type as recommended by manufacturer for particular resilient flooring and base.
- 2. Adhesive suitable for adhesion to concrete/wood, waterproof after drying to resist action of water.
- 3. All adhesives used shall comply with V.O.C. requirements as stated in Specification Section G01600.

#### C. Concrete Slab Primer

Resilient flooring adhesive manufacturer's recommended primer for preparation of porous or dusty concrete, non-staining type.

#### D. Self-Leveling Compound

As specified in specification section 03542- Cement based self leveling underlayment, hydraulic-cement-based, polymer-modified, self-leveling product that can be applied in minimum uniform thicknesses of 1/8" (3 mm) and that can be feathered at edges to match adjacent floor elevations.

- 1. Leveling compounds containing gypsum are not permitted.

#### E. Flash Patching Compound

As specified in specification section 03542- Cement based self leveling underlayment, Hydraulic-cement-based, polymer-modified product that can be trowel-applied from 1/4" to a feather-edge to match adjacent floor elevations.

- 1. Gypsum-based compounds are not permitted

## F. Floor Polish

As recommended by flooring manufacturer. VOC contents of floor polish must be CARB compliant.

**PART 3 - EXECUTION****3.01 EXAMINATION**

## A. General

1. Installer shall inspect subfloor surfaces to determine that they are satisfactory. A satisfactory subfloor surface is one that is clean, dry, flat, smooth, level and free from cracks, holes, ridges, or coatings preventing adhesion, and other defects impairing performance or appearance. Notify the Authority of conditions, which will adversely affect flooring installation. Do not proceed with installation until conditions have been corrected.
2. Installation of the resilient flooring (or any component thereof) shall indicate the Contractor's acceptance of the subfloor as a satisfactory substrate to its work.
3. Do not allow resilient flooring work to proceed until subfloor surfaces are satisfactory.

## B. Wood Subfloor

1. Verify that wood subflooring complies with the requirements specified in Section 06100 - Rough Carpentry.
2. Verify that underlayment surface is free of irregularities and substances that may interfere with adhesive bond, show through surface or stain flooring. Also verify that end joints and joints between panels are staggered in relation to each other and that fasteners are flush with the surface of the subfloor.
  - a. Installer shall provide certification that the wood substrate surfaces have been examined and are acceptable in accordance with Paragraph 1.06B.

**3.02 SURFACE PREPARATION**

- A. Unless otherwise specified, follow the materials manufacturers' written instructions.

- B. Remove dirt, grease, oil, paint, varnish, wax, sealers, curing or hardening compounds and contaminants which may impair the full bonding of the materials to the substrate. Avoid organic solvents. Remove residual adhesives as recommended by the flooring manufacturer.

- C. Concrete Subfloor

Prepare concrete slabs in accordance with ASTM F710.

1. Remove trowel marks or other projections by grinding or sanding.
2. Level uneven surfaces with smooth troweling of mastic underlayment. Follow underlayment manufacturer's application and curing instructions.
3. Provide a substrate surface with not more than 1/8" in 10'-0" variation from level or plane of required slope.
4. Treat porous and dusty concrete with primer after vacuum cleaning the surface. Apply primer at the rate recommended by the primer manufacturer.
5. Broom or vacuum clean subfloor prior to installation of flooring.

### **3.03 INSTALLATION - GENERAL**

- A. Install resilient flooring materials in compliance with manufacturer's latest printed instructions.
- B. Scribe cut and fit resilient flooring to permanent fixtures, pipe trench covers, built-in cabinets, pipes, outlets columns, walls and partitions.
- C. Hand roll flooring at perimeter of each covered area to assure interlocking.
- D. Spaces and areas where flooring is being installed shall be closed to traffic and other trades until flooring has set.
- E. Protect finished installation at all times. Contractor will be held responsible for all damage to flooring until Final Acceptance.

### **3.04 INSTALLATION OF FLOOR PLANKS**

- A. Interlock planks from center marks established with principal walls, discounting minor offsets, so that tile at opposite edges of room area are of equal width. Adjust as necessary to avoid use of cut widths less than 1/2 tile at room perimeters. Lay tile square to room axis.

- B. Mix and match planks for color and grains by mixing cartons. Cut tile neatly around all fixtures, if any. Broken, cracked, chipped, or deformed tiles are not acceptable.
  - 1. Lay tile in patterns indicated in drawings.
- C. Adhere tile flooring to substrates as directed by tile manufacturer.
- D. Cut tiles using equipment and methods recommended by respective floor plank manufacturer. Provide smooth cut edges fit to adjacent work.

### **3.07 INSTALLATION OF ACCESSORIES**

- A. Apply wall base to walls, casework and other permanent fixtures in rooms or areas where base is required. Install base in lengths as long as practicable, with inside and outside corners job formed from base materials. Corner returns shall be not less than 6" in length and corners shall be formed without producing discoloration at bends. Tightly bond base to substrate throughout length of each piece, with continuous contact at horizontal and vertical surfaces. Do not stretch base during installation.
- B. Provide resilient floor edge for contraction and expansion as recommended by the manufacturer.
- D. Apply resilient accessories, where necessary, to areas as indicated and in strict accordance with manufacturer's installation instructions

### **3.08 DETECTABLE WARNING SURFACES**

- A. Install surface units in accordance with Manufacturer's recommendations, as indicated on Drawings and in compliance with ANSI/ICC A117.1 2009 Section 705 requirements.

### **3.09 CLEANING AND PROTECTION**

- A. Perform the following operations immediately after completing resilient product installation:
  - 1. Remove dust and other materials from exposed surfaces.
  - 2. Sweep and vacuum surfaces thoroughly.
  - 3. Damp-mop surfaces to remove marks and soil.

- B. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period. Use protection methods recommended in writing by manufacturer.
1. Apply protective floor polish to horizontal surfaces of vinyl composition tile that are free from soil, visible adhesive, and surface blemishes if recommended in writing by manufacturer.
    - a. Use commercially available polish acceptable to manufacturer for vinyl composition tile.
  2. Floor polish is not required for Solid Vinyl and Slip-retardant Vinyl Tile. Apply protective floor polish to horizontal surfaces of Slip-retardant vinyl tile only if recommended in writing by tile manufacturer.

**END OF SECTION**



**LIST OF SUBMITTALS**

<b><u>SUBMITTAL</u></b>	<b><u>DATE SUBMITTED</u></b>	<b><u>DATE APPROVED</u></b>
Product Data:	_____	_____
1. Manufacturer's specifications, installation instructions, surface preparation requirements and maintenance manuals for each material		
Samples:	_____	_____
1. Initial Selection: samples of actual sections of resilient flooring and accessories. Include manufacturers full range of color and patterns.		
2. Verification Prior to Installation:		
Resilient floor sample: Full size, each type, size and color for each type specified. Sample tiles submitted must have light reflective values of each tile noted		
Base: 12" long sections, each type and color specified.		
Detectable Warning Surfaces: one tile or 12" x 12" piece.		
Quality Assurance:	_____	_____
1. Certification that installer has at least 5 years of experience with the installation of specified materials.		
2. Manufacturer's certification from an independent testing laboratory that resilient		

flooring and base comply with fire test performance requirements.

3. Certification from flooring installer that the substrate surfaces have been examined and are acceptable for installation.

Project Closeout:

\_\_\_\_\_

1. Extra Materials: Furnish flooring materials at the rate of one (1) carton for each 1000-1500 sq. ft of material installed.

FloorScore™ Certification:

\_\_\_\_\_

1. Documentation of FloorScore™ Certification for each flooring material

\* \* \*

**SECTION 09900**  
**PAINTING**

**PART 1 - GENERAL**

**1.01 DESCRIPTION OF WORK**

- A. This Section includes surface preparation and field painting of the following:
1. Exposed interior items and surfaces.
  2. Surface preparation, priming and finish coats specified in this Section are in addition to shop priming and surface treatment specified in other Sections.
- B. Paint exposed surfaces, except where the paint schedules indicate that a surface or material is not to be painted or is to remain natural. If the paint schedules do not specifically mention an item or a surface, paint the item or surface as directed by the Architect. If the schedules do not indicate color or finish, the Architect will select from standard colors and finishes available.
1. Painting includes field painting of exposed bare and covered pipes and ducts (including color coding), hangers, exposed steel and iron work, and primed metal surfaces of mechanical and electrical equipment.
- C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels as described in Article 2.05A.
- D. When removing or disturbing existing paint on surfaces that have not been tested by the Authority for lead content, assume that the existing paint contains lead. Take necessary precautions to protect workers. Provide measures to separate paint removal work areas from occupied areas, and clean-up and disposal as specified in Specifications Section S01900 - Existing Premises Work.

**1.03 REFERENCES**

- A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.

1. Federal Specifications (FS)
2. ASTM International (ASTM)
3. N.Y.S. Department of Environmental Conservation
4. U.S. Department of Labor
5. Occupational Safety and Health Administration (OSHA)
6. Steel Structures Painting Council (SSPC)
7. Green Guard
8. California Air Resources Board (CARB) 2007
9. Master Painter Institute (MPI)
10. Green Seal
11. International Organization for Standardization (ISO)
12. European Standards(EN)

#### **1.04 DEFINITIONS**

- A. The term "Painting" as used in this Section, means the application of all coatings such as paint, primer, enamel, varnish, shellac, oil, etc. as listed in the Painting Schedules.
- B. The term "Painting" also includes preparation of surfaces for such applications, and the clean-up as hereinafter specified.
- C. The term "Walls" means all surfaces from floor, or top of base, or top of wainscot, to ceiling or hung ceiling.
  1. Include pilasters, breaks, jambs, reveals, returns, arches.
  2. Include hardboards, pegboards.
  3. Include free standing columns, low partitions.
  4. Include masonry, plaster or gypsum board interiors of wardrobes or closets, cupboards and other enclosed spaces.

- D. The term "Ceilings" means the general overhead horizontal surfaces.
1. Include cornices, arches, soffits, stair soffits.
  2. Include beam and girder haunches.
  3. Include primed metal cover and border strips.
  4. Include metal frame of ceiling lights and ceiling equipment.
  5. Include side faces of hung or furred ceiling.
- E. Touching-up bare spots specified for previously primed or painted surfaces is in addition to the coats specified for the paint system.
- F. Finishes:
1. Flat refers to a lusterless or matte - finish with a gloss range below 10 when measured at an 85-degree gloss meter and a gloss range of maximum 5 when measured at a 60-degree meter.
  2. Eggshell refers to low-sheen finish with a gloss range of 10 to 35 when measured at an 85-degree gloss meter and a gloss range between 15 and 25 when measured at a 60-degree meter.
  3. Satin refers to low-sheen finish with a gloss range between 20 and 35 when measured at a 60-degree meter.
  4. Semigloss refers to medium-sheen finish with a gloss range between 35 and 70 when measured at a 60-degree meter.
  5. Gloss refers to high-sheen finish with a gloss range more than 65 when measured at a 60-degree meter.
  6. High Gloss refers to high-sheen finish with a gloss range more than 85 when measured at a 60-degree meter.
- G. Concealed: The term "concealed" refers to surfaces, piping, ducts or conduit which cannot be accessed without moving a building element such as within a chase, wall or ceiling.
1. Concealed surfaces include walls or ceilings in the following generally inaccessible spaces:
    - a. Furred areas.

- b. Ceiling plenums.
  - c. Duct shafts.
  - d. Elevator shafts.
- H. The term "exposed" refers to any item which is not concealed.
- 1. The term "exposed to public view" means situated so that it can be seen from eye level from a public location. A public location is that which is accessible to persons not responsible for operation or maintenance of the building.

### 1.05 **SUBMITTALS**

#### A. Product Data

Provide manufacturers' product literature for all materials specified and material manufacturer's printed directions and recommendations for environmental conditions, surface preparation, priming, mixing, reduction, spreading rate, application, storage and VOC content, as applicable for each of the materials specified.

#### B. Samples

##### 1. Initial Selection

Submit manufacturer's color charts for each type of finish for approval by the Project Architect. Verify colors specified with manufacturers' color charts for availability and notify the Project Architect if any discrepancies should occur.

##### 2. Verification prior to installation

- a. Contractor shall furnish color chips for surfaces to be painted.
- b. Submit two samples of each color and finish selected on 12" x 12" hardboard.
- c. Two samples of finish on drywall and metal surfaces.

##### 3. Submit samples of stained and varnished wood in triplicate for approval. Samples shall be 4" x 8" samples of the species of wood specified, stained and varnished as required and clearly labeled with type of coating, number of coats applied, etc.

4. All samples/Product data sheets shall be labeled; and include the following information:
  - a. Manufacturer's name
  - b. Type of paint/stain/hardener
  - c. Manufacturer's stock number
  - d. Color: name and number
  - e. Coverage per gallon at recommended film thickness
  - f. Gloss/Sheen level measured at 60 or 85 Degree meter
  - g. Recommended Film Thickness - Dry
  - h. VOC content
  - i. MPI Number
5. Schedule of uses: By paint type and location

C. Quality Assurance

1. Certification that materials for each system are obtained from a single manufacturer.
2. Certification that Work shall be performed by personnel with a minimum of three years experience who meet the qualifications set forth in OSHA, 29 CFR 1926.62 (Lead In Construction Standard).
3. Certification that material meets or exceeds the performance requirements of Federal Specifications.
4. Certification that materials comply with N.Y.S. regulations for Volatile Organic Compounds and CARB 2007 requirements.
5. For photoluminescent paint system, submit NYC MEA Acceptance Reports or certification of required test results by an Approved Agency.

D. Testing

Toxicity Characteristic Leaching Procedure (TCLP) testing per Article in Part 3 titled "Disposal of Painted Waste and Debris from Existing Buildings".

## E. Guarantee

Provide Guarantee per Article 1.09

## F. Low Emitting Materials Compliance Submittals:

1. Provide documentation for each coating to be used on the building interior and exterior indicating that the coatings comply with low V.O.C. requirements as stated in para 2.03 and Specification Section G01600.

## G. Sustainability Submittals

Submit generic or product specific EPD or Product Specific Declaration.

**1.06 QUALITY ASSURANCE**

## A. General

1. All painting materials shall arrive at the job ready-mixed.
2. Varnish containers shall not exceed 5 gallon capacity.
3. Remove all rejected materials from the premises immediately.
4. All thinning and tinting materials shall be as recommended by the manufacturer. Generally, all paints shall not require additional thinning.
5. Verify that the specified shop prime paint for each applicable item in this Project is compatible with the total coating system, prior to application.
6. Materials selected for each system type shall be products of a single manufacturer.
7. All paint products except Photoluminescent paint must be MPI approved, unless listed otherwise.

## B. Qualifications

1. Work of this Section shall be performed by personnel with a minimum of three years experience in performing this type of Work.



2. The Contractor shall ensure that all employees meet the qualifications set forth in OSHA, 29 CFR 1926.62 (Lead In Construction Standard).
- C. Source Limitations: Obtain block fillers, primers, and undercoat materials for each coating system from the same manufacturer as the finish coats.
- D. Regulatory Requirements
1. N.Y.C. Building Code, latest edition
  2. N.Y.S. Department of Environmental Conservation -Part 205 on "Architectural Surface Coatings" - for (VOC) Volatile Organic Compounds.
  3. The Society for Protective Coatings (SSPC).
  4. U.S. Department of Labor, Occupational Safety and Health Administration, Construction Industry Standards (29 CFR 1926/1910) 2018 edition, Washington, D.C.
  5. Occupational Safety and Health Administration (OSHA) 29 CFR 1926.62 (Lead In Construction Standard).
  6. New York State Department of Environmental Conservation regulations, 6 NYCRR part 364.
  7. New York State Department of Environmental Protection Waste water disposal permitting requirements.
  8. Photoluminescent paint is required to be listed by MEA, OTCR, or have certification of required test results by an Approved Agency.
- E. Certifications
1. CARB 2007 Requirements  
All paint and coatings wet-applied on site must comply with CARB 2007 Standards for VOC requirements. Product literature must indicate paint category and VOC contents or compliance with CARB 2007 or include the Green Seal or GreenGuard logo on product literature or container label.
  2. Federal Specifications  
Indicate that material complies with Federal Specifications by including the Federal Specifications number on the container label or on the product literature.

3. Photoluminescent paint is required to be listed by MEA, OTCR, or have certification of required test results by an Approved Agency.

F. Field Samples

1. Provide samples of each color and finish, under natural lighting conditions, in a location where each finish is to be applied.
2. Authority will request review of first completed room, space or item of each color scheme required by the Project Architect for color, texture and workmanship.
3. First acceptable room, space or item will be used as project standard for each color scheme, or finish.
4. Primer coat is to be inspected and approved in all locations before any subsequent finish coats are applied.

**1.07 DELIVERY, STORAGE, AND HANDLING**

A. Delivery

Deliver materials to the site in original, unopened containers bearing manufacturer's name and label containing the following information:

1. Product name or title of material
2. Manufacturer's stock number, batch number, VOC content in grams per liter and date of manufacture.
3. Manufacturer's name
4. Federal Specification number, if applicable.
5. Federal regulations for amount of lead in paint (less the 0.009% lead in non-volatile ingredients)
6. Contents by volume for major pigment and vehicle constitutions
7. Thinning instructions
8. Application instructions
9. Color name and number

10. Green Seal or GreenGuard Logo, if applicable

B. Storage

1. Authority's Representative will designate space on premises for storage of materials. Contractor shall restrict storage in this area to paint materials and related equipment, and provide the following:
  - a. Provide one (1) approved chemical dry fire extinguisher equal to 20 lb. CO<sub>2</sub> rating in all assigned rooms or locations where painting materials are stored. Fire extinguisher shall bear the UL Listing Mark for type, rating, and classification of extinguisher indicated.
  - b. Provide three (3) standard size red fire pails with clean sand in above locations. At the completion of project, fire extinguishers and pails shall become property of Contractor.
2. Maintain storage area in clean condition, store materials not in use in tightly covered containers. Remove oily rags, waste and empty containers from site each night.
3. Provide Authority's Representative with one key for each space if spaces are to be kept locked when not in use.
4. Protect all materials from freezing.

**1.08 PROJECT CONDITIONS**

A. Environmental Requirements

1. Comply with manufacturer's recommendations as to environmental conditions under which coatings and coating systems can be applied.
2. Do not apply finish in areas where dust is being generated or will be generated while the material is drying.
3. Provide paint and coating products to comply with applicable environmental regulations, VOC requirements and local authorities.
4. In all areas, spaces and rooms being painted, the Contractor shall ensure that there is adequate ventilation to ensure proper paint drying, along with minimizing paint odors. See Section S01900 also

for requirements regarding fumes, ventilation and Material Safety Data Sheets.

5. The Contractor shall ensure that all requirements of OSHA 29 CFR 1926.62 (Lead in Construction Standard) are adhered to during the project. In addition, the Contractor shall ensure that proper work area protection and clean-up procedures (as described in this Section) are strictly adhered to during all phases on the project.

## **1.09 GUARANTEES**

- A. Adherence of workmanship and materials to Specifications requirements shall be maintained for the one year Contract guarantee period. These requirements shall include the following:
  1. There shall be no evidence of blistering, peeling, crazing, alligating, streaking, staining, or chalking.
  2. Dirt shall be removed without blemishing the finish by washing with mild soap and water.
  3. Colors of surfaces shall remain free from serious fading; the variation, if any, shall be uniform.
- B. Correct all defects, appearing within the guarantee period, by removal of the defective work and replacement as directed.
- C. All corrective measures shall be the Contractor's responsibility, and shall be made at no extra cost to the Authority. The requirements set forth in Part 3 of these Specifications shall be strictly adhered to.

## **PART 2 - PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Subject to compliance with specified requirements, provide "First Line" or "Top Quality" products of one of the following manufacturers:
  1. Benjamin Moore and Co.
  2. PPG Paints Inc.
  3. Pratt and Lambert
  4. The Sherwin-Williams Co.

5. Tnemec Company, Inc.
  6. Carboline
  7. BEHR
- B. Photoluminescent Paint Systems
1. AfterGlow LLC., Trenton, NC. Photoluminescent Building safety Paint, HPP012DGNK-P and White Base Coat Paint.
  2. Carbit Coating Solutions, Chicago, IL., 377Y1 with white base coat.
  3. Co-leash Co.Inc., Tampa, FL. Krytaglow MEA Group System: MEA Latex Glow Paint #1300A, and MEA White Base Coat #1171, and MEA Clear Top Coat #1102.
  4. EverGlow NA. Inc., Matthews, NC - TL300 Epoxy Coating and White base coat paint.

## 2.02 **MATERIALS**

- A. Provide products which meet all N.Y.S. Part 205-VOC requirements for applications outlined herein and comply with low V.O.C. requirements as stated in Specification Section G01600.
- B. Provide products which meet all Federal regulations for amount of lead in paint (less than 0.009% lead in non-volatile ingredients).
- C. Use only thinners approved by paint manufacturers for applications intended and use only within recommended limits.

## 2.03 **REFERENCE STANDARDS**

- A. Carb 2007 VOC limits: Paints and Coatings shall meet the following VOC limits to comply with CARB 2007 requirements and as listed in Section S01600.

Coating Category	VOC maximum limit
Flats	50 g/L
Non-Flats	100 g/L
Primers Sealers and Undercoats	100 g/L
Floor Coatings	100 g/L
Concrete/masonry Sealer	100 g/L
Rust Preventative Coatings	250 g/L

Industrial Maintenance Coatings	250 g/L
Wood Coating/Varnish/stain	275 g/L
Zinc Rich Primers	340 g/L

B. Paint materials shall meet the following MPI standards or Federal specifications:

1. Primers, sealers, undercoats

a.	Acrylic Primer, Primer/Sealer Latex base	MPI 3, 50, 149
b.	Primer for galvanized surfaces, Aluminum, Ferrous metal or Steel surfaces	MPI 107, 134
c.	Corrosion Inhibiting(Rust Preventative) Primers	
	Epoxy Primer	MPI 101, 108,177
	Acrylic Primer	MPI 107,134
d.	Alkyd Primer	MPI 79
g.	Wood Primer, Exterior	MPI 6
h.	Concrete Floor sealer	MPI 99
i.	Zinc Rich Primer-Epoxy	MPI 20
j.	Latex Block Filler	MPI 4

2. Finish Paints

a.	Exterior Alkyd	MPI 81
b.	Exterior Epoxy	MPI 98
c.	Exterior Polyurethane	MPI 72, 83
d.	Interior Gloss Acrylic Latex:	MPI 114
e.	Interior Flat Vinyl Acrylic Latex	MPI 53,143
f.	Interior Semi-Gloss Vinyl Acrylic Latex	MPI 54
g.	Aluminum Paint (Ready Mixed)	MPI 1
h.	Heat Resistant Semi-Gloss Enamel (400°F max. surface temperature)	MPI 2
i.	Asphalt Varnish	FS TT-V-51
j.	Smokestack Black Paint	MPI 2

3. Transparent and Semi Transparent Finishing Systems

a.	Spar Varnish: Semi-gloss	MPI 128,129
b.	Stain; Interior Oil Type	MPI 90
c.	Polyurethane Coating (Satin Finish)	MPI 83
d.	Gloss Varnish	MPI 130

4. Floor Finishing Systems
  - a. Rubber Base Paint For use over concrete and masonry FS A-A 3121
  - b. Concrete Floor Paint MPI 60
5. Fire Retardant Paint: Latex Fire Retardant Paint: Rated Class A NFPA 101. MPI 64
6. Miscellaneous Materials:
  - a. Mineral Spirits (Petroleum Paint Thinner) ASTM D268
  - b. Color Pigments: Pure, non-fading, finely ground pigments, at least 99 percent passing a 325 mesh sieve. FS-A-A 3108
  - c. Shellac: Two pound cut shellac FS TT-S-300
  - d. Paste Wood Filler FS TT-F-336E
  - e. Putty/Plastic Wood Filler FS TT-F-340C
  - f. Linseed Oil ASTM D260
  - g. Lacquer Spraying Clear and Pigmented for Exterior Use only FS A-A-3003

### C. Miscellaneous Standards and Requirements

1. Turpentine: ASTM D13.
2. Cold Galvanizing Compound: Single component material conforming to ASTM A780 giving 96% pure zinc in the dried film.
3. Cleaning Solvents: Low toxicity; flash point in excess of 100°F.
4. Spackling Compound: ASTM C475.
5. Polyester Filler: Polyester resin base autobody filler standard weight or finishing grade as required to fill in small dents and similar conditions; 3M "White Lightning".

## 2.04 COLORS

### A. Selection

1. Paint colors, surface treatments and finishes will be selected by the Project Architect.

2. Color Schedule will be issued to the Contractor after award of the Contract.
  - a. Final acceptance of colors will be from actual job applications.
- B. Maximum Number of Colors and Tints
  1. Number of colors selected by the Project Architect will not exceed those listed in Schedule below.
  2. Tint each undercoat a slightly different shade than the succeeding coat to permit easy identification of the separate coats.

## 2.05 **PAINTING SCHEDULE**

- A. Surfaces not to be painted, unless specifically indicated otherwise:
  1. Polished or bright metals: Aluminum, bronze, brass, chrome, nickel, stainless steel, copper.
  2. Glass
  3. Galvanized members not exposed to public view
  4. Ceramic Materials
  5. Resilient Flooring Materials.
  6. Mechanical Equipment, Shelving and Cabinets, which are factory finished.
  7. General Construction Items with factory applied final finish.
  8. Factory finished Wood Doors.
  9. Concealed Ducts, Pipes, and Conduit.
  10. Light Fixtures
  11. Ceiling Plenums
  12. Sensing Devices
  13. Light Switch and Electrical Outlet Covers



- 14. Labels: Do not paint over Underwriters Laboratories (UL), Factory Mutual (FM), or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.

B. Interior Finish Schedule - Standard

- 1. All new and previously unpainted, surfaces shall receive one (1) prime coat and two (2) finish coats unless otherwise specified.
- 2. All previously painted surfaces shall be spot primed as needed and receive (2) finish coats unless otherwise specified.
- 3. First or Prime coats shall vary with substrates and are outlined in Article 2.06 - Interior Paint Systems.

Finish coats in areas indicated shall have the sheen and gloss levels specified below

<u>Location</u>	<u>Type</u>
a. Living/Kitchen, Bedrooms, closets .....	(Eggshell)
b. All plaster and gypsum board ceilings shall be off white .....	(Flat)

**2.06 INTERIOR PAINT SYSTEMS**

Paint shall be applied to achieve minimum Dry film thickness (DFT) as recommended by manufacturer or to achieve the minimum thickness for paint systems as listed below.

- A. Drywalls/Gypsum Board
  - 1. Eggshell Finish:
 

1st Coat	
Vinyl Acrylic Latex Primer	1.2 Mils DFT
Sealer (Flat)	
2nd & 3rd Coats	
Vinyl Acrylic Latex Enamel (Eggshell)	1.5 Mils DFT
  
- B. Painted Woodwork and Hardboard
  - 1. Semi-Gloss Enamel Finish:
 

Wood window trim, Wood sill, chair rails, wood door frames and trim/touch up, painted white birch.	
1st Coat - Vinyl Acrylic Latex Enamel Underbody	1.2 Mils DFT

	2nd & 3rd Coats - Semi-Gloss Vinyl Acrylic Latex	1.5 Mils DFT each coat
C.	MEP Equipment and Piping See Sections 15501, 15502, 15431 and 16010 for MEP Equipment and Piping painting requirements.	
D.	Photoluminescent Paint Luminance must exceed 5 mcd/m <sup>2</sup> after 90 minutes in dark and 30 mcd/m <sup>2</sup> after 10 minutes in dark as required per BC 1024.4	
	2 Coats White Base Coat Paint	2.0 Mil DFT each coat
	Photoluminescent Paint	Min. 10.0 Mil DFT total
	1 Coat Clear Top Coat if recommended by manufacturer	1.5 Mil DFT

### **PART 3 - EXECUTION**

#### **3.01 EXAMINATION**

- A. Verification of Conditions
1. The application of painter's finish to any surface shall be taken to indicate that the Contractor considers such surfaces suitable for a first-class finish.
  2. Do not apply painter's finish in any locations until the Work of other Contractors that might damage the new finish is completed.
  3. Notify the Authority in writing regarding Work by others that does not provide a suitable surface for the new finish.
  4. In case of dispute regarding the suitability of any surface, the Authority's decision shall be final and conclusive upon all concerned.
  5. Contractor shall check the compatibility of previously painted surface with the new coating by applying a test panel 4 foot wide x wall height. Allow test panel to dry thoroughly; verify proper adhesion before proceeding with painting Work.

**3.02 PREPARATION AND APPLICATION - EXISTING BUILDING****A. Protection**

1. In cases where the painting of surfaces involves removal or disturbance of existing paint and the paint is known or assumed to be lead-based paint, the following protection requirements shall apply:
  - a. All objects near or adjacent to the surface(s) to be painted shall be moved a minimum of three feet away from that surface(s). Any immovable object, and the floor, within the three foot "work area" shall be covered with one layer of 6-mil polyethylene, sealed on all edges to prevent the penetration of dust and debris. If the ceiling is to be painted, all objects in the room and the floor of the room shall be covered in this manner.
  - b. All objects bordering the three-foot work area shall be completely covered with clean cloths, heavy building paper or clean plastic covering.
  - c. If, during the removal of existing paint, the Contractor notices paint chips or other debris related to the ongoing work on objects beyond the border of the three foot work area, these objects shall be cleaned by HEPA vacuuming and wet-wiping and then covered as described in (b) above.
  - d. The protection shall remain in place during all paint removal activities.
  - e. All protection is to be carefully removed, cleaned or discarded after painting is complete.
2. In cases where the painting of surfaces does not involve the removal or disturbance of existing paint or the paint is not lead-based as determined by testing by the Authority, the following protection requirements shall apply:
  - a. In each area to be painted, cover and protect furniture, equipment and floors from damage with clean cloths, heavy building paper or clean plastic covering secured in place. All protection is to be carefully removed, cleaned or discarded after painting is complete.

**B. Removal of Existing Work**

1. Remove wire screens, grilles and similar items as necessary to paint properly all surfaces, windows and doors, behind these items.
  - a. These items shall be HEPA vacuumed and wet-cleaned once removed. Once cleaned, the items shall be placed on 6-mil polyethylene sheeting (or equivalent) and covered with a second layer of 6-mil polyethylene sheeting.
  - b. If paint is to be removed from these items, the contractor shall ensure that the items are taken to a separate, non-occupied space prior to scraping and repainting.
2. Remove and paint behind pictures, signs, shades, drapes, furniture, cabinets, lockers and similar items that are not secured to walls.
3. Unless otherwise specified, radiators, convectors, univents need not be removed providing all visible surfaces of these items and visible surfaces behind them are properly painted.
4. Carefully mark removed work for identification and replace in the original location unless otherwise directed.

**C. Surface Preparation**

1. Gently wet mist the surface to be scraped with water, then remove all loose paint with scraper and putty knife.
2. Sand existing surfaces to dull sheen and gloss. Before sanding, wet mist the area to be sanded. (Power sanding without a HEPA-filtered vacuum recovery system is not allowed).
3. Remove dust by washing with water, using damp sponge or cloth.
4. After washing, spot prime grease and water stains; magic markers marks, crayon marks, lipstick marks, etc.; with a quick-drying alcohol base primer sealer to prevent bleeding.
5. Fill all cracks and holes with appropriate filler material, wet mist and sand flush with adjacent surfaces and spot prime. (Power sanding without a HEPA-filtered vacuum recovery system is not allowed).
6. Existing paint that was not removed with scraper and which appears to be sound shall receive spackling compound around perimeter high spots and feathered out so that surface is smooth. Repair gouges

created by the scraping process and other imperfections in the existing surface with spackling compound to provide a smooth, even finished surface.

7. Apply number of finish coats specified herein or as many as may be necessary to obtain the proper finish and completely cover the substrate.
8. Cement Plaster: Coat surfaces to be patched with an approved bonding agent. Patch with an approved mortar patching mix and finish to match texture of adjacent surfaces.
9. Existing Woodwork:
  - a. Prepare surfaces as indicated in paragraph 3.02.C, subparagraphs 1, 2, 3, 4, above.
  - b. Puttying: Fill cracks, open joints, nail holes and similar defects in existing woodwork specified to be painted or varnished with plastic wood filler. Putty stop nail holes in all new woodwork specified to be painted or stained and varnished. Prime or seal all surfaces in contact with new putty. Color interior putty to match the finish.
  - c. Touch-Up
    1. Spot prime defects in existing Work and Work primed under other Paragraphs of Work as necessary to produce an even plane in the new finish.
    2. All worn, scaled, blistered, crackled and discolored places in the existing stained and varnished work specified to be revarnished shall be wet-misted prior to being scraped or sanded, then filled and touched up with stain as required to equalize the color. (Power sanding without a HEPA-filtered vacuum recovery system is not allowed).
    3. Touch-up and equalize the color of new woodwork specified to be stained and varnished where damaged, due to job fitting and trimming.
    4. Touch-up all pitch streaks and knots in woodwork with shellac.

**3.03 PREPARATION - NEW BUILDINGS****A. Protection**

Cover or otherwise protect finished Work of other trades and surfaces not to be painted concurrently or not to be painted.

**B. Surface Preparation**

1. Perform preparation and cleaning procedures in accordance with the paint manufacturer's instructions and as specified.
  - a. Sand bare spots and abraded areas of shop primed and previously painted surfaces. Where paint is missing or removed, sand surrounding edges of sound paint film so edges of existing paint do not show through the finished system.
  - b. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease with clean cloths and cleaning solvents prior to other cleaning procedures. Program the cleaning and painting so that dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
2. Ferrous Metals
  - a. Remove dirt and grease with cleaning solvents that will not affect shop prime coat. Wipe off with clean cloths.
  - b. Remove rust, mill scale and defective paint down to bare metal, using scraper, sandpaper, or wire brush. Grind if necessary to remove shoulders at edge of sound paint to prevent flaws from photographing finish coats.
3. Galvanized Metal
  - a. Remove dust and oil with mineral spirits and wipe dry with clean cloth. Repair welded and abraded surfaces with a 2 mil (dry) minimum thick coating of cold galvanizing compound in conformance with ASTM A780; comply with manufacturer's application instructions.
  - b. Repair steel decks and cold-formed metal framing immediately following installation.

- c. For hot-dipped galvanized surfaces, allow 6 months of weathering prior to cleaning specified in a. above. Immediately before painting, roughen surface with course sandpaper. Zinc metallized surfaces do not require sanding.
  4. Wood
    - a. Remove scratches, dirt, stains, raised grain and other surface defects.
    - b. Fine sand wood surfaces to be natural finished to remove rough spots, dirt and markings.
    - c. Shellac knots, pitch streaks and sap spots before priming coat is applied.
    - d. Putty nails, holes and other indentations flush with adjacent surfaces. Color putty to match finish of wood.
    - e. Touch-up raw surfaces and edges of primed woodwork resulting from cutting and fitting at the job before the wood is installed. Use same kind of material used for shop priming or use type of primer specified for the painting system.
  5. Plaster
    - a. Scrape and sand plaster nibs smooth. Spackle, smooth, and seal cracks, holes and other defects to provide an even, smooth surface.
  7. Gypsum Board: Fill cracks and other blemishes with spackling or patching compound and sand smooth.
- C. Materials Preparation
1. Mix and prepare painting materials in accordance with the manufacturer's directions.
  2. Stir materials before and during application to produce and maintain a mixture of uniform density. Do not stir any film that may form on the surface of materials into the material; remove the film and strain the material before using.
  3. Thinning: Use only thinners recommended by the paint manufacturer and use only within the recommended or specified limits.

**D. Moisture Meter Test**

1. Do not apply initial coating until moisture content of surface is within limitations recommended by paint manufacturer.
2. Reading shall be approximately 8% on meter.
3. Test surfaces with moisture meter at various areas e.g.: Top, bottom and middle of wall, especially where piping occurs and at exterior walls, in the presence of the Authority.
4. Moisture content shall be approved by the Authority before any Work is started.

**3.04 APPLICATION****A. General**

1. No Work shall be performed where cement or plaster is being applied or is in the process of drying.
2. No Work shall be performed in spaces that are not broom clean and free of dust and waste.
3. Apply paint materials to produce smooth finished surfaces, free of brush or roller marks, drops, runs, or sags.
4. Paint materials shall be kept at a proper and uniform consistency. Paint shall be applied to achieve Dry film thickness (DFT) as recommended by manufacturer or to achieve the minimum thickness for paint systems as listed in Articles 2.06 and 2.07.
5. Thin only when necessary to achieve best results.
6. Thinners shall be material recommended by manufacturer of paint, and in quantity as recommended.
7. Excessive use of thinner as indicated by variation in absorption, lack of "hide", thickness of dry film, mottled or streaky coat, shall be cause for rejection. Correct as directed.
8. Thinning of varnish or aluminum paint prohibited.
9. Apply all coats with brush or roller, varying slightly the color of succeeding coats.



- a. If approved by the paint manufacturer, it is acceptable to spray and back roll two coats over primer on new walls. Spray and back rolling in the same application does not constitute two coats.
10. Brush out or roll on first or prime coat; work well into surface.
11. Each coat shall be inspected, approved and dry before proceeding with additional coats.
12. Allow at least 48 hrs for enamels and exterior paint to dry.
13. The surfaces of interior woods and metals shall be sanded or rubbed between coats to assure smooth finish and proper adhesion of subsequent coats.
14. Avoid lapping of paint on glass, hardware, or other adjoining surfaces.
15. Apply no paint to operating units where sliding contact of metals is necessary for proper functioning of unit.
16. Painting is not required on walls or ceilings in concealed and inaccessible areas.
17. Moving parts of operating units will not require finish painting unless otherwise required.
18. Do not paint over any code-required labels, such as Underwriter's Laboratories and Factory Mutual, or any equipment identification, performance rating, name or nomenclature plate.
19. Finish doors on tops, bottoms and side edges same as exterior faces.
20. For painting over existing oil based paint: Prepare surface by lightly sanding the surface to be painted.

### **3.05 PREPARATION AND APPLICATION – PHOTOLUMINESCENT PAINT**

- A. Preparation and application shall conform to methods used to obtain approval for MEA or Approved Agency listing in accordance with the NYC Building Code.

- B. Prepare all surfaces in accordance with the manufacturers written recommendations. All surfaces shall be cured, clean, dry, and free of all loose and foreign materials. Prime surfaces as recommended by manufacturer. Etch or sand metal and other surfaces as recommended. Test previously painted surfaces and other surfaces for compatibility and adhesion prior to application.
- C. Apply photoluminescent paint as indicated herein and on the Drawings. Apply evenly by brush or roller, and in accordance with the manufacturer's instructions. Stir and mix thoroughly. Do not thin. Allow paint to dry between coats as recommended.
- D. Maintain manufacturer's recommended conditions for temperature, humidity, and air movement until paint is dry and cured.

### 3.06 **FIELD QUALITY CONTROL**

- A. The Authority reserves the right to require the following material testing procedures at any time, and any number of times during period of field painting:
  - 1. Measurement of dry film thickness (DFT) by use of a dry film thickness gauge in accordance with use and calibration requirements of Structural Steel Painting Council [SSPC], "Method of Measurement of Dry Paint Thickness with Magnetic Gauges".
  - 2. Engage services of an independent testing laboratory, recommended by the Authority, to sample paint being used. Samples of materials delivered to construction site will be taken, identified and sealed, and certified in presence of Contractor
  - 3. Testing laboratory will perform appropriate tests for any or all of the following characteristics: Abrasion resistance, apparent reflectivity, flexibility, washability, absorption, accelerated weathering, dry opacity, accelerated yellowness, recoating, skinning, color retention, alkali resistance and quantitative materials analysis.
  - 4. If test results show that material being used does not comply with specified requirements, Contractor shall be directed to stop painting Work, and remove non-complying paint; repaint surfaces coated with rejected paint; remove rejected paint from previously painted surfaces if, upon repainting with specified paint, the two coatings are non-compatible.

- a. If the samples do not comply with requirements of the Specifications, costs of testing and remediation of rejected work shall be borne by Contractor.
  - b. If the tests find that the samples do comply with the requirements of the Specifications, the cost of the testing will be borne by the Authority.
- B. The Authority will engage the services of a Special Inspection agency to inspect the installation of the photoluminescent stair markings.

### **3.07 CLEANING**

#### **A. General**

Contractor shall clean-up behind each paint crew such that painting and clean-up will be a continuous uninterrupted operation. The practice of one general clean-up after completion of all painting will be strictly prohibited. This clean-up will include, but not be limited to the following:

1. Remove spots or defacement resulting from Work of this Section.
2. Retouch all damaged surfaces to leave Work in perfect finished condition.
3. If spots or defacement cannot be satisfactorily removed and retouched, re-finish the surfaces as directed.
4. Within the three foot work area created for removal and painting where existing paint is known or assumed to be lead-based all objects and surfaces shall be thoroughly HEPA vacuumed, wet-cleaned and HEPA vacuumed again. In rooms where the ceiling has been painted all surfaces and objects in the room shall be cleaned in this manner.
5. The contractor shall ensure that the objects and surfaces under protective covering are free of any dust or debris created during painting activities. If necessary, these objects and surfaces shall be wet cleaned and HEPA vacuumed.
6. The contractor shall conduct any cleaning deemed necessary by the independent environmental consultant.
7. Free all operating units of painted materials and leave them clean and in proper working order.

8. Remove from premises all surplus paint materials, debris and any other rubbish resulting from the Work.
9. Leave storage space clean and in condition required for equivalent spaces in project.

### **3.08 PROTECTION**

- A. Provide caution tape and/or locked entryways during paint removal activities in existing buildings to prevent access to the work area from unauthorized personnel.
- B. Provide "Wet Paint" signs to protect newly-painted finishes. Remove temporary protective wrappings provided by others for protection of their Work after completion of painting operations.
- C. At the completion of Work of other trades, touch-up and restore all damaged or defaced painted surfaces as directed by the Authority.

### **3.09 DISPOSAL OF PAINTED WASTE AND DEBRIS FROM EXISTING BUILDINGS**

- A. Testing

Perform Toxicity Characteristic Leaching Procedure (TCLP) testing of all painted waste and debris generated from existing painted objects and surfaces.

- B. Storage and Disposal

Storage and disposal shall be in accordance with Specifications Section S01900 - Existing Premises Work, Article titled "Disposal of Painted Waste and Debris".

**END OF SECTION**

**LIST OF SUBMITTALS**

**SUBMITTAL**

**DATE SUBMITTED**

**DATE APPROVED**

Product Data:

\_\_\_\_\_

\_\_\_\_\_

- 1. Manufacturer's product literature for all materials with directions and recommendations for environmental conditions, surface preparation, priming, mixing, reduction, spreading rate, application, storage, MPI number and VOC content.

Samples:

\_\_\_\_\_

\_\_\_\_\_

- 1. Initial selection: manufacturer's color charts for each type of finish.
- 2. Verification prior to installation: color chips for surfaces to be painted.
- 3. Verification prior to installation: two samples of each color and material on 12" x 12" hard-board.
- 4. Verification prior to installation: Two samples of finish on and metal surfaces.
- 5. Samples of stained and varnished wood in triplicate on 4" x 8" samples of the species of wood specified, and clearly labeled.

Quality Assurance:

\_\_\_\_\_

\_\_\_\_\_

- 1. Certification that materials for each system are obtained from a single manufacturer.
- 2. Certification that Work shall be performed by personnel with a minimum

of three years experience who meet the qualifications set forth in OSHA, 29 CFR 1926.62 (Lead In Construction Standard.

- 3. Certification that material meets or exceeds the performance requirements of Federal Specifications.
- 4. Certification that materials comply with N.Y.S. and CARB 2007 regulations for Volatile Organic Compounds.
- 5. Certifications for photoluminescent paint system.

Field samples:

_____	_____
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- 1. Samples of each color and Finish.

Testing:

_____	_____
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- 1. Toxicity Characteristic Leaching Procedure (TCLP) test results.

Guarantees

_____	_____
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\* \* \*

**SECTION 10810**  
**TOILET AND BATH ACCESSORIES**

**PART 1 - GENERAL**

**1.01 DESCRIPTION OF WORK**

- A. Provide toilet and bath accessories as indicated on Drawings and as specified herein.
1. Grab bars are provided under Section 10840.

**1.02 REFERENCES**

- A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.

**1.03 SUBMITTALS**

- A. Product Data

Manufacturer's specifications and catalog sheets indicating compliance with specified requirements, installation instructions and maintenance instructions.

- B. Shop Drawings

Submit Shop Drawings for each item specified herein, indicating locations of all items, and installation details.

Submit mounting templates for coordination with other trades.

Prior to installation of adjacent drywall work submit elevations, details, and templates for locations of steel grounds to be furnished and installed in drywall partitions under Section 09260-Gypsum Board Assemblies. Grounds and/or steel studs shall receive fasteners at all locations where the work of this Section is attached to drywall construction.

- C. Affidavits certifying compliance with Quality Assurance requirements.
1. Manufacturer's qualifications.
  2. Installer's qualifications.
- D. Warranties

**1.04 QUALITY ASSURANCE**

## A. Manufacturer

Five (5) years experience, minimum, in successful manufacture of product of type and quality specified.

## B. Installer

Three (3) years experience, minimum, in installation of product of type specified.

## C. Comply with ANSI; Accessibility Design Guidelines for Public Facilities Serving Children.

**1.05 DELIVERY, STORAGE, AND HANDLING**

## A. Deliver, store and handle products as recommended by respective manufacturer to protect from damage.

**1.06 WARRANTY**

## A. Manufacturer's Warranty: Standard, written, for each item.

**PART 2 - PRODUCTS****2.01 MANUFACTURERS**

## A. Manufacturers

AJW Architectural Products, Inc. New Windsor, NY 12553

American Specialties, Inc. Yonkers, NY 10701

Bradley Corp. Menomonee Falls, WI

Bobrick Washroom Equipment, Inc. Clifton Park, NY 12065

Gamco Durant, OK

Kohler, WI

Moen Inc., OH

Manufacturer's corresponding model numbers as listed in drawings.

**2.02 TOILET PAPER HOLDERS**

## A. Provide paper holder at side of water closet.

## B. Install paper holder at location and at height as indicated on the Drawinged EDs.



- C. Secure to wall as detailed on the Drawings or as specified.

Do not use plastic or lead expansion shields.

### **2.03 SOAP DISPENSERS**

- A. Liquid Soap Dispensers - Wall Mounted, Surface

1. Manufacturers/Models

Vertical Type: Bobrick B-2111; Bradley 6562; American Specialties Inc. 0347, Gamco G16AP or AJW #U126. Or, as specified in drawings, to be approved by EOR.

2. Construction

Corrosion resistant 20-gage, minimum, Type 304 (18-8) stainless steel, with unbreakable window or vandal-proof level indicating device. Provide stainless steel liquid/lotion soap valve with internal check.

3. Capacity: 40 oz. minimum.

### **2.04 RECESSED MEDICINE CABINET/MIRROR**

- A. Manufacturers

1. Recessed: Bobrick B-398, Bradley 175, ASI 0952  
AJW #U7201824.

- B. Construction

2. Provide recessed cabinets except where specifically indicated to be surface mounted.

### **2.05 SHOWER CURTAIN AND ROD**

- A. Curtains: 8 oz., white duck pre-shrunk hemmed top and bottom; top hem fitted with chromium plated brass or corrosion resistant metal grommets spaced equally (6" max.), with chromium plated shower curtain rings.

Side Edges:	Selvege finished
Length:	To floor of stall
Width:	12" wider than opening.
	Verify at site.

- B. Rod: 1¼" diameter, 18-gage Type 304 stainless steel, satin finish. Provide end flanges, 11-gage, 3⅛" min. diameter. Provide stainless steel vandal-proof screws. ASI 1204, Bradley 9539, Bobrick B207XLength, Gamco SR125E or AJW #UX2C + Length.

## **2.06 COAT HOOK**

- A. Provide one chrome-plated brass or solid aluminum casting, surface mounted coat hook, with rubber bumper as indicated on the drawings.

ASI. 0714, Bobrick B212, AJW UB 14, or Bradley 914.

- B. Mount on door at 42" (ADA compliant) height above floor or as mentioned in drawings

## **2.07 PAPER TOWEL DISPENSER**

- A. Manufacturers/Models single-fold paper

Towel capacity: 400 single-fold paper towels

Bobrick Washroom Equipment Inc. Model B-263

Bradley Corporation Model 251-15, ASI 0245-SS, AJW U190, GAMCO TD-5

Construction: Type 304 stainless steel, 22-gage (min.). Tumbler lock. Design of unit shall permit servicing from front, when unit is mounted beneath a wall cabinet.

## **PART 3 - EXECUTION**

### **3.01 PREPARATION**

- A. Coordinate with drywall, framing, and ceiling trades for locations of additional wood bracing to receive mounting hardware. Submit templates of fastener locations.

### **3.02 INSTALLATION**

- A. Install accessory items as detailed on Drawings and recommended by respective manufacturer.
- B. Provide stainless steel expansion shields and bolts, and stainless steel toggle bolts at cavities. Do not use plastic or lead anchors.
- C. Install units plumb, level and anchor securely.

### **3.03 CLEANING**

- A. Clean and polish exposed surfaces of accessory items.
- B. Remove temporary labels, markings and protective coatings.

**END OF SECTION**

**LIST OF SUBMITTALS**

**SUBMITTAL**

**DATE SUBMITTED**

**DATE APPROVED**

Product Data:

\_\_\_\_\_

\_\_\_\_\_

- 1. Mfr's. catalog sheets and specifications indicating compliance with specified requirements.
- 2. Installation and maintenance instructions.

Shop Drawings:

\_\_\_\_\_

\_\_\_\_\_

- 1. For each Item specified: locations and installation details
- 2. Mounting templates
- 3. Details, elevations and templates for steel grounds

Mfr. qualifications affidavit:

\_\_\_\_\_

\_\_\_\_\_

Installer qualifications affidavit:

\_\_\_\_\_

\_\_\_\_\_

Mfr's Warranty:

\_\_\_\_\_

\_\_\_\_\_

- 1. For each Item specified

\* \* \*

**SECTION 10840**  
**GRAB BARS**

**PART 1 - GENERAL**

**1.01 DESCRIPTION OF WORK**

- A. Provide grab bars as shown on Drawings and as specified herein.

**1.02 REFERENCES**

- A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.
- B. American Society for Testing and Materials (ASTM).
- C. American National Standards Institute (ANSI).

**1.03 SUBMITTALS**

- A. Product Data: Manufacturer's specifications and catalog sheets indicating compliance with specified requirements.
- B. Submit Shop Drawings showing installation details and locations.
- C. Prior to installation of adjacent drywall work, submit elevations, details, and templates for locations of concealed anchor plates. Furnish anchor plates for installation on metal studs prior to application of wall board.
- D. Submit samples of grab bar, flange and anchoring devices.

**1.04 QUALITY ASSURANCE**

- A. Comply with ANSI-A117.1 requirements for size, spacing and structural strength for grab bars.

**1.05 DELIVERY, STORAGE AND HANDLING**

- A. Protect grab bars during delivery, storage, handling, and installation, until Work of Contract is completed.

**PART 2 - PRODUCTS****2.01 MANUFACTURERS**

- A. American Specialties Inc., Yonkers, NY: Series 3400.
- B. Bradley Corp., Menomonee Falls, WI: Series 837.
- C. AJ Washroom Accessories, New Windsor, NY: Series UG 120.
- D. Bobrick Washroom Accessories, Clifton Park, NY: Series B490.
- E. Gamco, Durant, OK

**2.02 MATERIALS**

- A. Grab Bars
  - 1. Materials: Type 304 stainless steel, 18 gage, 1¼" O.D., Satin finish, exposed mounting.
  - 2. Sizes and Configurations: As shown on Drawings and in accordance with ANSI requirements.  
  
Provide 1½" clearance between grab bar and wall surface.
  - 3. Flanges: Type 304 stainless steel, 11 gage, minimum diameter 3", continuous welded to grab bar.
  - 4. Exposed Anchorage Components: Type 304 stainless steel.
- B. Plates and Anchoring Devices: See Part 3. Provide mounting templates, plates, and fasteners as required for indicated installations.

**PART 3 - EXECUTION****3.01 INSTALLATION**

- A. Grab Bar Anchorage
  - 1. Grab bars, fasteners, and anchors shall be capable of sustaining a force of at least 250 ponds at any point and from any direction as per Section BC 1607.7.2 of the 2014 NYC Building Code.
  - 2. Meet requirements of ANSI, latest edition, for "Structural Strength" for grab bars.

3. For New Masonry Structural Walls and Existing Masonry Structural Walls (unless indicated otherwise on the Drawings):
  - a. Where face of wall opposite grab bar side is concealed (e.g., chase):
    - 1) Provide hot-dip galvanized steel fishplate (minimum size: 6"x6"x1/8" thick).
    - 2) At grab bar side: Provide stainless steel through-bolts (1/4" diameter minimum) through flange of grab bar and extending through fishplates. Provide washers and nuts. Bolts shall be as recommended by grab bar manufacturer.
    - 3) At grab bar side (Option): Provide 1/4" thick stainless steel (18-8, Type 304) base plate, with exposed surface edges rounded, either 6" diameter or 6" square with 1" radius corners. Provide 1/4" diameter threaded studs welded to base plate for attachment of grab bar flange. Secure base plate to fishplate with two 3/8" diameter stainless steel through-bolts (with nuts and washers), aligned vertically, spaced at 4½" on centers. Provide tamper-proof stainless steel cap nuts. Secure grab bar flange to base plate threaded studs with tamper-proof stainless steel cap nuts.
  - b. For Hollow Concrete block walls, where not possible to use fish plates (unless indicated otherwise on the Drawings):
    - 1) Anchorage of Grab Bar Flange at Block Core: Provide two (2) 1/4" diameter stainless steel toggle bolts (threaded stud) through flange of grab bar, with tamper-proof stainless steel cap nuts.
    - 2) Anchorage of Grab Bar Flange at Block Web: Provide two (2) Hilti Standard Hit Anchors, adhesive type with screen tube 5/16" diameter zinc-plated carbon steel studs. Use tamper-proof stainless steel cap nuts.
    - 3) Option: At grab bar side, provide a 1/4" thick stainless steel (18-8, Type 304) base plate, with exposed surface edges rounded, either 6" diameter or 6" square with 1" radius corners. Provide 1/4"

diameter threaded studs welded to base plate for attachment of grab bar flange.

Anchor base plate to wall:

- a) At Block Core: Two (2) 3/8" diameter stainless steel toggle bolts (threaded studs), with tamper-proof stainless steel cap nuts.
- b) At Block Web: Two (2) Hilti Standard Hit Anchors, adhesive type with screen tube, 3/8" diameter zinc-plated carbon steel stud. Use tamper-proof stainless steel cap nuts.

Align toggle bolts (or anchor studs) vertically, at 4½" on centers.

Attach grab bar flange to base plate; secure with tamper-proof stainless steel cap nuts.

- c. For solid masonry, where not possible to use fish plate: provide as in paragraphs 3b(2) or in 3b(3)(b), above.
  - d. For clay tile walls: Where not possible to use fishplate, attachment to be as detailed on Drawings.
4. For Existing or New Drywall/Metal Stud Walls: Attachment shall be as detailed on the Drawings and in compliance with paragraphs 1 and 2, above.

For new metal stud walls, provide concealed hot-dip galvanized steel anchor plates (minimum size 4" x 1/8" thick). Secure anchor plate to studs on both sides of grab bar attachment points before wallboard is applied (2 fasteners per stud, minimum). Recess plate as required for flush wallboard application. Drill pilot holes through wallboard and finish material. Secure grab bar to anchor plate with tamper-proof stainless steel fasteners.

5. For Existing Toilet Compartment Panel: Attachment shall be as detailed, and in compliance with paragraphs 1 and 2, above.
6. For New Toilet Compartment and Shower Compartment Panel: Reinforce panels as required to sustain the design forces specified in paragraphs 1 and 2 above.



7. No plastic or lead expansion shields shall be used for attachment of grab bars.
- B. Install grab bars at heights above floor, and in locations related to plumbing fixtures as shown on Drawings and in accordance with ANSI requirements. Install true and plumb.
- C. Clean grab bars and exposed anchorage components thoroughly.

**END OF SECTION**

**LIST OF SUBMITTALS**

<b><u>SUBMITTAL</u></b>	<b><u>DATE SUBMITTED</u></b>	<b><u>DATE APPROVED</u></b>
Product Data:	_____	_____
1. Mfr's. specifications		
2. Catalog sheets		
Shop Drawings:	_____	_____
1. Installation details and locations		
2. Anchor plate elevations, details, and templates		
Samples:	_____	_____
1. Grab bar, flange, anchorage devices		

\* \* \*

**SECTION 12302**  
**MANUFACTURED WOOD CASEWORK**

**PART 1 - GENERAL**

**1.01 DESCRIPTION OF WORK**

A. Provide all manufactured wood casework as indicated on the Drawings and as specified herein, including, but not limited to the following:

1. kitchen
2. Bedroom
3. Bathroom

**1.02 REFERENCES**

A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions, and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.

1. Architectural Woodwork Institute (AWI).
2. National Electrical Manufacturers Association (NEMA): NEMA LD3 High-Pressure Decorative Laminates

**1.03 SUBMITTALS**

- A. Product Data: Manufacturer's specifications and catalog sheets indicating compliance with requirements.
- B. Shop Drawings: Plan layout; elevations; 1½"=1'-0" scale sections showing construction.

Prior to installation of adjacent drywall work submit elevations, details, and templates for locations of steel grounds required to be furnished and installed in drywall partitions under Section 09260-Gypsum Board Assemblies. Wood studs shall receive fasteners at locations where the work of this Section is attached to drywall construction.

C. Samples:

1. Wood: 12" x 12", with finish.
  2. Plastic Laminate: 12" x 12" of each type, color, pattern, and surface finish.
  3. Cabinet Hardware: One of each item, upon request.
- D. Affidavits certifying compliance with Quality Assurance requirements.
1. Manufacturer's qualifications.
  2. Installer's qualifications.

#### **1.04 QUALITY ASSURANCE**

- A. Source: Wood casework to be the product of a single manufacturer.
- B. Manufacturer: Minimum of five years successful experience in the manufacture of product of type specified.
- C. Installer: Minimum of three years successful experience in the installation of product of type specified.
- D. Catalog References: Where catalog numbers are referred to, they are used to describe the design, size and quality of the equipment required and are not intended to be restrictive.
- E. Restrictions: Residential type cabinets will not be accepted.
- F. Casework shall be manufactured in compliance with AWI Standards, Section 10, for Casework, unless indicated otherwise herein or on the Drawings.
- G. All plywood, composite wood products and laminating adhesives used shall contain no added urea-formaldehyde.

#### **1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, store, and handle product as recommended by the Manufacturer, to protect from damage.

### **PART 2 - PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Manufactured Wood Casework

1. Kewaunee Technical Furniture Division, Statesville, NC
  2. Sheldon Laboratory Systems, Crystal Springs, MS
  3. Wood Metal Industries, Inc., Selinsgrove, PA
  4. Collegedale Casework, Inc., Collegedale, TN
- B. Plastic Laminate
1. Formica Corp.
  2. Panolam Surface Systems - Nevamar, Pionite Decorative Surfaces
  3. Wilsonart LLC.

## **2.02 DESIGN AND ARRANGEMENT**

The design, arrangement and material of the equipment shown on the Drawings may be varied slightly as indicated below to suit the standard equipment of the particular manufacturer, for example:

- A. Heights of wall cabinets may vary a few inches.
- B. Elevations indicate base cabinets with two drawers and cupboard below. One drawer and cupboard below for base cabinets, if this is the standard of the particular manufacturer, will be accepted, provided that total number of drawers indicated in complete layout is maintained.
- C. Cupboard of base cabinet may be fitted with either a wire mesh shelf or solid wood shelf.
- D. Bottom of cupboard of base cabinet may be either fixed or pullout type.

## **2.03 MATERIALS**

- A. Lumber: Cabinet exteriors and exposed interiors shall be fabricated of Northern grown maple, birch or oak lumber and shall be No. 1 grade, clear and sound, free from checks, knots and harmful case hardening. Lumber shall be kiln dried; a moisture content of 5-10%.
- B. Plywood: Exposed exterior and interior: maple, birch, or oak, AWI Grade A1.

1. All plywood and laminating adhesives shall contain no added urea-formaldehyde.

C. Countertops

1. Plastic Countertops: composed of laminated plastic satin-finish sheets, glued under heat and pressure to a close-grained, mahogany-faced plywood base with water-proof phenolic glue.
  - a. Thickness: 1½" minimum.
  - b. Edges: covered by a raised-edge stainless steel molding.
2. Backsplashes: formed of laminated plastic glued to plywood, 1" thick, approx. 14" high, varying with distance between countertops and the cabinets above;
  - a. Edges: stainless steel on three edges.  
Attach to countertop with screws and cover joint with a snug-fitting stainless steel cove molding.
  - b. Where wall cabinets are set more than 14" above countertops and where wall cabinets are installed above ranges, a laminated plastic covered wall-plate of same construction as back splashes is to be installed, completely covering wall space, without horizontal joints.
  - c. Backsplash shall be 23" high over sinks. Where cabinets are back to back forming a peninsula, backsplashes shall be 5" high and a 5½" wide laminated plastic cap shall cover backsplash joints. Where base cabinets adjoin a dwarf partition, backsplash shall extend up to partition cap.

D. Top Inserts

1. A 15" wide stainless steel section shall be inserted at end of countertop adjoining all ranges.
2. Insert shall be 18-gage, 18-8 stainless steel, #4 finish, secured to 40 pounds density formed Boardbase with Dewitt #86 black mastic.
3. For extra strong bonding at edge of stainless steel, solder bolts to stainless steel and countersink them into base.
4. Sinks and metal sink frames will be provided under Div. 15. Openings shall be cut under this Section.

**E. Hardware**

1. Hinges: Heavy institutional type, stainless steel (302) or chromium-plated brass, 2½" wide x 0.072" thick, with five knuckles, tight-pin construction. Provide minimum of two each door; for doors over 48" high provide three for each door.
2. Pulls: For drawers and doors: heavy extruded aluminum with brushed satin finish, 3½" minimum between borings. Provide machine screws with Phillips head for fastening pulls, bored through from back side of door or drawer front.
3. Catches: Spring-actuated with nylon roller.
4. Drawer Slides: Zinc-plated cold-rolled steel, side-mounted, ball bearing nylon rollers, load-rated as follows:
  - a. Typical drawers: 75 pounds.
  - b. File cabinet drawers: 100 pounds, full-extension
  - c. Paper storage drawers: 100 pounds.
5. Locks: (where indicated): five-disc tumbler, I heavy-duty cylinder type with 225 primary key changes, chromium-plated brass.

F. Plastic Laminate: High pressure Laminate, 0.05" thick.

**2.04 CONSTRUCTION****A. General**

1. Joints: mortised and tenoned.
2. Cabinets glued, screwed and wedged together.
3. Cabinets built in sections of modular widths.
4. Construction in compliance with requirements of AWI, Section 10, unless indicated otherwise herein or on the Drawings.

**B. Base Cabinets**

1. Exposed ends: flush, with 1/4" thick overlay hardwood panel.

2. Ends, Backs, Bottoms, unexposed: hardwood plywood, 3/4" thick.
3. Front Frame: stiles and rails 3/4" thick x 1¾" wide minimum with side panels tongued into stiles and reinforced with heavy wood strips running top to bottom of stiles; provide similar wood strips to reinforce joint between side panel and back frame.
4. Provide additional corner brace support at four corners of cabinet, top and bottom.
5. Drawers:
  - a. Fronts: Lipped, 3/4" thick.
  - b. Sides and Back: 1/2" thick sides, 3/4" thick back, dovetailed and grooved to house hardwood plywood bottoms.
6. Doors: Lipped four edges; 3/4" thick hardwood veneer plywood.
7. Base Cabinet size: 34½" high x 24" deep with modular widths as indicated on the Drawings.
8. Hardware: as specified in Art. 2.03.
9. Provide cutlery dividers in the top drawer in one base cabinet of each Home Economics Unit.

#### C. Wall Cabinets

1. Ends: Flush hardwood veneer plywood, 3/4" thick, secured to front frame with glued dowels.
2. Tops and Bottoms: Hardwood plywood 3/4" thick, secured to ends with glued dowels.
3. Backs: Hardwood plywood housed at top and bottom into 3<sup>7</sup>/<sub>16</sub>" wide rails, which shall be used for attachment of cabinets to walls.
4. Front Frame: Solid lumber stiles and rails, 3/4" thick x 1¾" wide minimum, mortised and tenoned together. Provide extra supporting rail, glued and screwed to back of top and bottom rails.
5. Provide additional corner brace support at four corners of cabinet, top and bottom.
6. Doors: Same as for Base Cabinets.



7. Shelves: 3/4" solid or glued-up hardwood, adjustable on metal standards and supports, except at corner wall cabinets, which shall have fixed shelves.
8. Hardware" As specified in Art. 2.03.

D. Utility Cabinets

1. Front Frame and Construction: Same as for base cabinets and wall cabinets.
2. Sides: flush hardwood plywood, good two sides.
3. Backs, Tops, Bottoms: hardwood plywood, good one side.
4. Size: 24" wide, 24" deep, 83" high, unless indicated otherwise on the Drawings.
5. Doors: same as for Base Cabinets.
6. Hardware: as specified in Art. 2.03.

**2.05 FACTORY FINISHING**

- A. Exposed and semi-exposed areas: Finish equivalent to AWI Section 1500, System #2 (Lacquer Catalyzed), Custom Grade, for species type as follows:
  1. Open grain woods (open grain finish).
  2. Closed grain woods.
- B. Interior Drawer Shells: Seal coat only.
- C. Concealed Areas: Seal coat only.

**PART 3 - EXECUTION**

**3.01 PREPARATION**

- A. Verify the Work of all other trades and correct all discrepancies before starting any Work.

**3.02 COORDINATION**

- A. Coordinate the Work of related trades for correctness of dimensions and proper fitting.

**3.03 INSTALLATION**

- A. Install cabinets in place, properly scribed to wall with scribing strips.

**3.04 ADJUSTMENT AND CLEANING**

- A. Verify that all trim is in place.
- B. Adjust components, e.g., hardware, doors, for proper operation.
- C. Remove all labels from equipment and remove all packing materials from the job site.

**END OF SECTION**

**LIST OF SUBMITTALS**

<b><u>SUBMITTAL</u></b>	<b><u>DATE SUBMITTED</u></b>	<b><u>DATE APPROVED</u></b>
Product Data:	_____	_____
1. Mfr's. catalog sheets and specifications indicating compliance with requirements.		
Shop Drawings:	_____	_____
1. Plan layout; elevations; sections		
2. Details, elevations and templates for steel grounds		
Samples:	_____	_____
1. Wood: 12" x 12", with finish.		
2. Plastic Laminate: 12" x 12" of each type, color, pattern, and surface finish.		
3. Cabinet Hardware: One of each item, upon request.		
Mfr. qualifications affidavit:	_____	_____
Installer qualifications affidavit:	_____	_____
1. Manufacturer's documentation that composite wood products contain no added urea-formaldehyde. Document binder used.		
2. Manufacturer's documentation that laminating adhesives, both field and shop applied, contain no added urea-formaldehyde. Document binder used.		

\* \* \*

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**PLEASE NOTE: SECTIONS THAT HIGHLIGHTED MUST BE FILLED OUT TO COMPLETE THIS CONTRACT. THIS INCLUDES CONTENT IN PAGE 1, SECTIONS 4.20, 5.06, THE SIGNATURE PAGE & SCHEDULE A. DELETE THIS TEXT BEFORE FINALIZING THIS AGREEMENT.**

This Agreement (referred to alternately as "Agreement" or "Contract") made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for Contract Number **D990212** 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, NY 10577-1402 hereinafter referred to as "University" and \_\_\_\_\_ having its principal office located at \_\_\_\_\_, and a Federal ID or Social Security No. of {insert number}, hereinafter referred to as "the "Contractor."

**WITNESSETH:**

The parties hereto agree that the Contractor shall:

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

**Project SU-040623**

Interior Renovation of Alumni Village Apartments 10.1 (ADA Compliant) & 10.3 in strict accordance with the Contract Documents; and

(b) complete all work necessary for substantial completion **within 180 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 contractor's proposal for each calendar day of delay of substantially completing all the work; and

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

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

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

**Section 1.01 Definitions**

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

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

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

**Bidding** Notice to Bidders, Information for

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Documents	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 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.

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**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 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.

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**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.

**Section 1.12 Notices**

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

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

**SUNY Purchase College**

**Name: Elizabeth Pleva**

**Title: Director of Procurement & Accounts Payable**

**Address: 735 Anderson Hill Road, Purchase, NY 10577-1402**

**Telephone Number: 914-251-6070**

**E-mail address: Elizabeth.pleva@purchase.edu**

**{insert company name}**

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

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

**Address: {insert company}**

**Telephone Number: {insert phone}**

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

- (2) Any such notice shall be deemed to have been given either at the time of personal delivery or actual receipt by the University, or in the case of email, upon receipt by the University.
- (3) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) 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**

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**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.
- (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



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alleged extra work was required to be performed or said alleged extra work was commenced, whichever date shall be the earlier, or said alleged action or omission by the University or the Consultant occurred, a verified detailed statement, with documentary evidence, of the items and basis of its claim, including an initial and updated detailed Time Progress Schedule,

- d. Produce for the University's examination, upon notice from the University, such information and documentation as directed by the University, which shall include but not be limited to job cost reports and all estimates and documentation used to develop the Bid Proposal, all its books of account, bills, invoices, payrolls, subcontracts, time books, progress records, daily reports, bank deposit books, bank statements, checkbooks and cancelled checks, showing all of its actions and transactions in connection with or relating to or arising by reason of its claim, and submit persons in its employment and in its subcontractors' employment for examination under oath by any person designated by the University to investigate any claims made against the University under the Contract, such examination to be made at the offices of the Contractor; and
  - e. Proceed diligently, pending and subsequent to the determination of the University with respect to any such disputed matter, with the performance of the Contract and in accordance with all instructions of the University and the Consultant.
- (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**

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

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**Section 2.08 Detailed Drawings and Instructions**

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

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

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

**Section 2.10 Permits and Building Codes**

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

**Section 2.11 Surveys**

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

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shall be determined in accordance with the provisions of Sections 4.02 and 4.05A, to reflect any increase or decrease in the cost of, or the time required for, performance of the Contract as a result of any of the aforesaid changes made by the Consultant and/or as a result of such unanticipated subsurface conditions.

**Section 2.13 Right to Change Location**

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

**Section 2.14 Unforeseen Difficulties**

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

**Section 2.15 Moving Materials and Equipment**

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

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contractor's work as fit and proper for the reception of the work covered by the Contract, except as to latent defects which may be discovered thereafter.

**Section 2.17 Inspection and Testing**

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

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subcontractors have the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and provisions of the Contract Documents.

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

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

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departure whatsoever from the Contract Documents, except where the Contractor, in accordance with the provisions of paragraph 6 of this Section, has previously notified the University and the Consultant of such departure; (b) relieving the Contractor of full responsibility for any error in quality of materials, details, dimensions, omissions or otherwise that may exist; (c) relieving the Contractor of full responsibility for adequate field connections, erection techniques, bracing or deficiencies in strength; (d) relieving the Contractor of full responsibility for satisfactory performance of all work and coordination with the work of all subcontractors and other contractors; or (e) permitting departure from additional details or instructions previously furnished by the Consultant.

- (8) No work requiring a Shop Drawing or Sample shall be commenced until a Shop Drawing or Sample is approved by the Consultant and all such work shall be: (a) in accordance with the approved Shop Drawing, provided the latter conforms in all respects to the Contract Documents or to such deviations therefrom as have been previously noted by the Contractor in accordance with the provisions of paragraph 6 of this Section; and (b) in conformance in all respects to the sample furnished to and approved by the Consultant and, unless otherwise specified, as new and of good quality.
- (9) The Contractor may be required to provide professional services that constitute the practice of architecture or engineering when specifically required by the Contract Documents for a portion of the work or the Contractor needs to provide such services in order to carry out its responsibilities for construction means, methods, techniques, sequences and procedures. When professional services are required in the Contract Documents, the Consultant will specify all performance and design criteria that such services must satisfy. The University and Consultant shall be entitled to rely on the adequacy, accuracy and completeness of the professional services, certifications, and approvals performed or provided by design professionals working for the Contractor.
- (10) Contractor agrees that the University may deduct from any application for payment made by the Contractor, any and all Design Professional, Consultant and/or Construction Management fees and costs incurred by the University together with a markup upon such hard costs in the amount of 15% in the review or evaluation of any substitutions for methods, products or performance pursuant to this Section 2.19.

**Section 2.20 Equivalent - Approved Equal**

- (1) Equivalent 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.



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- d. The Contractor shall have and make no claim for an extension of time or for damages by reason of the time taken by the Consultant in considering a product proposed by the Contractor or by reason of the failure of the Consultant to approve a product proposed by the Contractor.
  - e. Requests for approval of proposed equivalents will be received by the Consultant only from the Contractor.
  - f. Approval shall in no way be construed as: (a) permitting any departure whatsoever from the Contract Documents, (b) relieving the Contractor of full responsibility for any error in quality of materials, details, dimensions, sequence of work, omissions or otherwise that may exist, (c) relieving the Contractor of full responsibility for adequate field connections, erection techniques, bracing or deficiencies in strength, (d) relieving the Contractor of full responsibility for satisfactory performance of all work to achieve a functionally complete facility or result and coordination with the work of all subcontractors and other contractors or (e) permitting departure from additional details or instructions previously furnished by the Consultant.
  - g. Contractor agrees that the Contractor approves and authorizes the deduction from Contractor's applications for payment any and all costs incurred by the Construction Manager, Consultant, Design Professional or otherwise in evaluating Contractor's submissions under this Section 2.20, together with a markup upon such hard costs in the amount of 15%.
- (2) **Equivalents or Approvals After Bidding**
- a. Any and all submissions for "or equal" products which are submitted by the Contractor after award of the Contract must be made by the Contractor within ninety (90) calendar days after the date of award. Contractor agrees that it waives and relinquishes the right, claim or privilege, if any, to submit "or equal" proposals if such are made ninety (90) calendar days after the date of award of the Contract to the Contractor.
  - b. Requests for approval of proposed equivalents will be considered by the Consultant after bidding only in the following cases: (a) the named product cannot be obtained by the Contractor because of strikes, lockouts, bankruptcies or discontinuance of manufacture and the Contractor makes a written request to the Consultant for consideration of the proposed equivalent within ten (10) calendar days of the date it ascertains it cannot obtain the named product; or (b) the proposed equivalent is superior, in the opinion of the Consultant, to the named product; or (c) the proposed equivalent, in the opinion of the Consultant, is equal to the named product and its use is to the advantage of the University, e.g., the University receives an equitable credit, acceptable to it, as a result of the estimated cost savings to the Contractor from the use of the proposed equivalent or the University determines that the Contractor has not failed to act diligently in placing the necessary purchase orders and a savings in the time required for the completion of the construction of the Project should result from the use of the proposed equivalent.
  - 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

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deemed to have included therein any royalty, license fee or cost arising from a patent or trademark for a design prepared by the Consultant and neither the Contractor nor the University shall have any liability in connection therewith. Where the Contractor is required or desires to use any product, device, material or process covered by patent or trademark, the Contractor shall indemnify and save harmless the University and the State of New York from any and all claims, actions, causes of action or demands, for infringement by reason of the use of such patented product, device, material or process, and shall indemnify the University and the State of New York from any cost, liability, damage and expense, including reasonable attorneys' fees and court costs, which it may be obligated to incur or pay by reason of any claim or infringement at any time both before or after the University's final acceptance of all the work to be performed under the Contract.

**Section 2.22 Possession Prior to Completion**

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

**Section 2.23 Completion and Acceptance**

(1) Partial Completion

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

(2) Substantial Completion

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

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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 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.

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**Section 2.26 Default of Contractor**

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

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

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(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.
- (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.

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

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

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

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

**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.

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

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

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

**Section 3.04 Notice of Conditions Causing Delay**

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

**Section 3.05 Extension of Time**

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



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

**Section 3.06 Contractor's Progress Reports**

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

**Article IV**  
**Payment**

**Section 4.01 Compensation to Be Paid Contractor**

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

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**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.
- (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

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

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

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

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

**Section 4.04 Unit Prices**

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

**Section 4.05 Allowances**

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

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

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

**Section 4.05A Field Orders**

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

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

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

**Section 4.07 Liquidated Damages**

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

**Section 4.08 Contract Breakdown**

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

**Section 4.09 Prompt Payment Requirements**

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

**Section 4.10 Progress Payments**

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

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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

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necessary to prove to it that material and labor paid for by the University under previous applications for payment submitted have been paid for by the Contractor and that there are no outstanding claims or liens in connection therewith or fails to satisfy the University that the Contractor, with good cause, has sufficiently provided for the payment and/or satisfaction of claims for said material and labor.

**Section 4.16 Lien Law**

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

**Section 4.17 Substitution of Securities for Retainage**

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

**Section 4.18 Final Payment**

Upon acceptance of all the work, except for the Contractor's guarantee obligations under Section 2.25 of the agreement and the Contractor's guarantee obligations under any provision of the Specifications, the Contractor shall prepare and submit to the University and the Consultant, for their approval, a final application for payment, which the University, within thirty (30) 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



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against the University, it shall constitute a waiver of any right to interest on the amount of the payment so tendered and/or on the amount set forth in said final application for payment.

**Section 4.20 Guarantee Payment**

- (1) Subject to the provisions of the second paragraph of this Section, at the expiration of one (1) year after the University has accepted all the work covered by the Contract, the Contractor shall prepare and submit to the University and the Consultant, for their approval, a guarantee application for payment, which the University, within thirty (30) 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 listed on page one of this agreement unless the date/duration listed on page one of this agreement, is extended in writing by the University.

**Section 4.21 Acceptance of Guarantee Payment**

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

**Section 4.22 Contractor Limited to Money Damages**

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

**Section 4.23 No Estoppel or Waiver**

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

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

**Section 4.24 Limitation of Actions**

- (1) No action or proceeding shall be maintained by the Contractor, or anyone claiming under or through the Contractor, against the University, or its trustees, officers, agents or employees, upon any claim arising out of or based upon the Contract or any breach thereof or by reason of any act or omission or requirement of the University, or its trustees, officers, agents or employees, unless:
- a. Such action or proceeding 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](http://www.osc.state.ny.us/epay/index.htm); by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us); or by telephone at 518-474-4032. The Contractor acknowledges that it will not receive payment on any invoices submitted under this

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Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the University has expressly authorized payment by paper check as set forth above.

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

**Section 5.01 Accidents and Accident Prevention**

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

**Section 5.02 Adjoining Property**

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

**Section 5.03 Emergencies**

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

**Section 5.04 Fire Safety**

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

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control of the Contractor and whether such risks involve a legal duty, primary or otherwise, imposed upon the State University Construction Fund, the Dormitory Authority of the State of New York, the State of New York or the State University of New York, excepting only risks which arise from defects in maps, plans, designs or Specifications prepared, acquired or used by the Consultant or the University, from the negligence of the University, its agents or employees or from affirmative acts of the, State University Construction Fund, the Dormitory Authority of the State of New York, the State of New York or the State University of New York or their trustees, officers, agents or employees committed with intent to cause the loss, damage and injuries herein below set forth:

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

**Section 5.06 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

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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 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

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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 each occurrence; \$2,000,000 general aggregate; and products/completed operations with an aggregate limit of \$2,000,000.**

- 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

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permit occupancy without the consent of the insurance company. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by operation of any law, ordinance, or regulation, and property of the State held in their care, custody and/or control.

- (2) The policy shall be in an amount equal to the Project's insurable value, i.e., the Contract consideration less the cost of the Contractor's Performance and Labor and Material Bonds; the cost of trees, shrubbery, lawn grass, plants and the maintenance of the same; the cost of demolition; the cost of excavation; the cost of foundations, piers or other supports which are below the undersurface of the lowest basement floor, or where there is no basement, which are below the surface of the ground, concrete and masonry work; the cost of underground flues, pipes or wiring; the cost of earthmoving, grading and the cost of paving, roads, walks, parking lots or athletic fields; and the cost of bridges, tunnels, dams, piers, wharves, docks, retaining walls and radio and/or television towers and antennas.
- (3) The policy may contain a provision for a \$500 deductible for each loss to a Project having an insurable value of less than \$1,500,000 and a \$1,000 deductible for each loss to a Project having an insurable value of \$1,500,000 or more.
- (4) The University, the Contractor and its subcontractors, as their interests may appear, shall be named as the parties insured under said policy.
- (5) The Contractor shall have the sole responsibility to promptly report any loss to the insurer and/or its representatives and to furnish the latter with all necessary details relating to the occurrence of the loss and the amount thereof. The University, the Contractor and all subcontractors of the Contractor waive all rights, each against the others, for damages caused by fire or other perils covered by insurance provided under the terms of this Section, except such rights as they may have to the proceeds of insurance received; provided, however, this waiver shall not apply to any manufacturer, supplier or similar agent under any guarantee or warranty.
- (6) The Contractor shall not violate or permit to be violated any condition of such policy and shall at all times satisfy the fire safety requirements of the University and the insurance company issuing the same.
- (7) The procurement and maintenance of said policy shall in no way be construed or be deemed to relieve the Contractor from any of the obligations and risks imposed upon it by this Agreement or to be a limitation on the nature or extent of such obligations and risks.
- (8) Not less than thirty 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.

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**Article VI**

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

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

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

**Article VII**

**Provisions Required by Law**

**Section 7.01 Provisions Deemed Inserted**

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

**Section 7.02 Wage Rates**

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

**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.



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

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

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

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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: \*D990212\***

**\*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*

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**ACKNOWLEDGMENTS**  
(ACKNOWLEDGMENT BY AN INDIVIDUAL)

STATE OF NEW YORK    )  
                                  ) ss.  
COUNTY OF            )

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

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

(ACKNOWLEDGMENT BY A PARTNERSHIP)

STATE OF NEW YORK    )  
                                  ) ss.  
COUNTY OF            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally came \_\_\_\_\_

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

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

(ACKNOWLEDGMENT BY A CORPORATION)

STATE OF                    )  
                                  ) ss.  
COUNTY OF                )

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

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

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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>
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**None**

SCHEDULE II          Allowance(s)

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

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

SCHEDULE III          Field Order Allowance

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

Seventeen thousand nine hundred eighty-five dollars	\$17,985.00
<hr style="width: 300px; margin-left: 0;"/> (in words)	<hr style="width: 250px; margin-left: auto; margin-right: 0;"/> (in figures)

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**Exhibit A**

State University of New York  
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**Exhibit A-1**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



require that they be denied contracts which they would otherwise obtain.

NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DMWBD shall provide a contracting agency with a model plan of an affirmative action program.

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

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

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

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

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

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

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

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

(f) Whether Contractor encourages and utilizes minority group members and women

employees to assist in recruiting other employees.

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

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

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

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

(b) Whether Contractor has attempted to make project plans and specifications available to firms who are not members of associations with

plan rooms and reduce fees for firms who are disadvantaged.

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

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

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

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

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

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

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

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

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

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

- i. list NYS Certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State contract;
- ii. insert a description of the contract scope of work which the Contractor intends to structure to increase the

participation by NYS Certified minority- and women-owned enterprises on the State contract;

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

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

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

- i. list NYS Certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State contract;
- ii. name of any MWBE which is not acceptable for the purpose of complying with the MWBE participation goals;
- iii. reasons why it is not an acceptable element of the Contract scope of work which the MWBE Program Office has determined can be reasonably structured by the Contractor to increase the likelihood of participation in the Contract by MWBEs; and
- iv. other information which the MWBE Program Office determines to be relevant to the MWBE Utilization Plan.

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

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

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

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

i. If a Contractor fails to submit a MWBE Utilization Plan;

ii. If a Contractor fails to submit a written remedy to a notice of deficiency in a MWBE Utilization Plan;

iii. If a Contractor fails to submit a request for waiver; or

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

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

(h) Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the

occurrence of such a material breach, SUNY shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

#### **7. Waivers.**

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

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

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

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

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

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

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

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

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

For all State Contracts in excess of \$25,000.00 whereby the University is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or a 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%) for Certified Minority-Owned Business Enterprises and (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.