



Request for Sealed Bids

**Rehabilitation
Of
Three (3)
Windmill Structures
North Castle Water District No. 2
Windmill Farm**

**Town of North Castle
Water & Sewer Department
15 Business Park Drive
Armonk, NY 10504**

**914-273-1882
Fax 914-273-3075**

**Deadline for Submittal:
September 19, 2017**

**Date of Distribution:
August 17, 2017**

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SECTION A

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Town of North Castle will receive sealed bids for the Rehabilitation of Three (3) Windmill Structures in North Castle Water District No. 2, Windmill Farm, Armonk, NY. Bids will be received at the office of the Town Clerk, 15 Bedford Road, Armonk NY 10504 until 10:00 AM on September 19, 2017 at which time immediately thereafter the bids will be publicly opened and read aloud in the said office. Complete specifications, bid forms and plans may be obtained online at www.northcastleny.com on or after August 17, 2017.

All bidders must register as a plan holder with Michael Piccirillo Architecture PLLC (contact information below) in order to receive addendums if any. Confirmation of addendum receipt is required on the bid forms.

Michael Piccirillo Architecture PLLC
Michael Piccirillo
345 Kear Street
Suite 203
Yorktown Heights, N.Y. 10598
P-(914)-368-9838
F-(914)-302-2933
Michael@mpiccirilloarchitect.com

To obtain a printed copy of Bidding Documents, please see contact information above. A deposit of \$50.00 in the form of a check or money order payable to Michael Piccirillo Architecture PLLC will be required. There will be a non-mandatory pre bid meeting and tour of the structures on Wednesday September 6, 2017 at 10:00 a.m.

Bids shall be made on the Proposal Forms furnished with the Specifications and must be accompanied by a Bid Bond acceptable by the Town, or a certified cashier's check, drawn on a solvent bank, in the amount of not less than 5% of the total amount of the Bid. Checks shall be made payable to the Town of North Castle, New York, and are to be held by the Town as a guarantee for the proper execution and delivery of the Contract and bonds to secure the faithful performance thereof. In default of such execution and delivery of Contract and Bonds, the amount of the deposit represented by the check shall be forfeited to and retained by the Town of North Castle as liquidated damages.

Bids shall be enclosed in a sealed envelope bearing the name and address of the Bidder, addressed to Alison Simon, Town Clerk, 15 Bedford Road, Armonk, New York 10504 and endorsed "Rehabilitation of Three (3) Windmill Structures".

The Town of North Castle reserves the right to reject any and all bids, to waive any informality in any bid, and to award the contract to other than the lowest bidder if deemed in the best interest of the Town to do so.

Dated: 8/17/17

TOWN OF NORTH CASTLE

BY _____

Alison Simon, Town Clerk

SECTION B

INSTRUCTIONS TO BIDDERS

DOCUMENTS

Complete sets of bidding documents will be issued for bidding purposes as stated in the "Notice to Bidders". A complete set of documents consists of the following:

- A. A bound copy of the Plans and Specifications
- B. Addenda (if any)

PROPOSALS

To be considered, Proposals on the forms included herein, must be in accordance with these Instructions to Bidders. All bids must be submitted on the prescribed forms which are included herein, such forms also being bound in the specifications as SECTION C. All blank spaces for bid prices must be filled in, in both words and figures, either typed or in ink.

Proposals that contain any omission, erasures, alterations, additions, or items not called for in itemized Proposal, or that contain irregularities of any kind, may constitute sufficient cause for rejection of the bid. In case of any discrepancy in the price or amount bid in the Proposal, the price, as expressed in words, shall govern. All bids must be submitted in sealed envelopes addressed to Alison Simon Town Clerk, Town of North Castle, 15 Bedford Road, Armonk, New York 10504 and be clearly identified with: (1) Project Name--, **“Rehabilitation Of Three (3) Windmill Structures”** (2) Name of Bidder and Address. Proposals shall be signed with bidder's name typed or printed below signature. The Bidder's seal, if a corporation, shall be affixed under the Bidder's signature. Telephone, telegraphic or "faxed" bids will not be accepted.

QUALIFICATIONS OF BIDDERS

The Contractor is required to complete the detailed “Statement of Bidders’ Qualifications” and provide the required submission. Sufficient information should be provided for the Town to adequately evaluate the Contractor’s ability to service the Town. Should insufficient space be available to fully address each request, additional information should be included by attachment.

The Owner may make such investigations as it deems necessary to determine the qualifications of the Bidder to perform the work, and the Bidder shall furnish information and data for this purpose as may be required. The Owner reserves the right to reject any bid if the evidence submitted by a Bidder, or the investigation of such Bidder, fails to satisfy the Owner, that the Bidder is properly qualified to carry out the obligations of the bid. Fraudulent statements shall cause rejections of Proposal.

CONDITIONS OF WORK

Each Bidder must familiarize themselves fully of the conditions relating to the construction and labor under which work will be performed. 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 the Contract and to complete the work for the consideration set forth in the bid. Bidder's attention is directed to Paragraph 1 of the Bid Proposal, in which the Bidder certifies that it has examined the site. Bid shall include the complete costs of furnishing all materials, labor, equipment and transportation necessary to supply the requested materials in accordance with the Contract Specifications and all other expenses incidental thereto. Local and State sales taxes shall not be included in the bid.

ADDENDA AND INTERPRETATION

Every request for information or interpretation of Bidding Documents must be addressed in writing to Michael Piccirillo 345 Kear Street, Suite 203, Yorktown Heights, N.Y. 10598 P-(914)-368-9838 F-(914)-302-2933. To be given any consideration must be received no later than September 7, 2017. Any and all such interpretations, and any supplemental instructions, will be in the form of written Addenda and will be mailed to all prospective Bidders. The failure of any Bidder to receive any such Addenda will not relieve the Bidder of any obligation under the Bid as submitted. The receipt of any Addenda shall be noted on the "Bid Form".

PRE BID MEETING

There will be a non-mandatory pre bid meeting and tour of the structures on September 6, 2017 at 10:00 a.m.

BID SECURITY

Each Bidder is required to deposit at the time of submission of their bid, a Bid Bond or certified check in an amount representing five (5%) per cent of the bid payable to the Owner, which amount the bidder agrees is to be forfeited as liquidated damages and not as a penalty, if in case of award of the contract and thereafter fail to execute a Contract with the Owner under the conditions of this Proposal or to furnish the bonds required for the faithful performance of this contract. Bidders who submit certified checks must accompany them with a Consent of Surety from a recognized Bonding Company agreeing to supply a Performance Bond and Labor and Materials Bond if the contract is awarded to the Bidder. Such bid security will be returned to all except the three lowest Bidders within ten (10) working days after the formal opening of bids, and the remaining bid security will be returned to the other Bidders after the Owner and the accepted Bidder have executed a Contract. In the event that no Contract has been executed within seventy five (75) calendar days after the date of the opening of bids; upon the demand of the Bidder so long as the Bidder has not been notified of the acceptance of the bid, the bidder's bid security will be returned. The Bid Security of the successful Bidder will be retained until the signing of the Agreement and the filing and approval of the bonds and insurance certificates.

INSURANCE REQUIRED

The successful Bidder will be required to procure and provide insurance certificates for the following types of insurance, in accordance with the provisions listed in SECTION I: only those un-stricken apply to this bid.

- A. Workmen's Compensation
- B. N.Y.S. Disability
- C. Commercial General Liability Policy
- D. Comprehensive Automobile Policy
- E. Umbrella Liability
- F. Professional Liability
- G. Owners & Contractors Protective Liability Policy
- H. Bid Performance and Labor & Material Bonds
- I. Property Insurance
- J. Asbestos/Lead Abatement and Environmental Clean-up

GUARANTEE

The bidder shall guarantee all workmanship for five (5) years from the date of installation in accordance with all conditions set forth in these Specifications. Standard manufacturer 40 year warranty coverage for the shingle material will be the minimum accepted.

FORM OF AGREEMENT

The form of the agreement is included in these documents in SECTION D.

AWARD

The Contract will be awarded to the lowest responsible bidder pursuant to the provisions of the General Municipal Law. The Town Board reserves the right to determine responsibility based on an evaluation of the Contractor's qualifications, experience, organization, finances, past performances, and other applicable factors. The Town Board further reserves the right to reject any and all bids.

In evaluating the bids, the Owner shall consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements, and alternatives and unit prices if requested in the Bid Form. Owner shall evaluate the qualifications and experience of the bidder, subcontractors, and partners as presented herein and shall conduct such investigations as he deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidders, to perform the service in accordance with the Contract Documents. The contract shall be awarded to the lowest bidder whose evaluation by the Owner indicates to the Owner that the award will be in the best interest of the Town.

OWNER

The Town of North Castle, Water District No.2, Westchester County, New York.

SALES TAX EXEMPTION

Under Chapter 513 of the Laws of the New York 1974, all materials and supplies sold to a Contractor and which are to become an integral, component part of a structure, building or real property owned by an exempt organization such as the Town of North Castle, are exempt from the payment of New York State Sales or compensatory use taxes. Therefore, the Contractor should not include any amount in its bid price to cover sales taxes for the above items.

REQUIRED SUBMISSIONS

Prior to award, the successful bidder will be required to meet the following requirements:

- A. The successful bidder, if the business is not registered in New York State, must provide the Town with a certificate issued by the Secretary of State of New York stating that the Corporation is authorized to do business within the state and is presently in good standing. If the entity to whom the bid is awarded is not a corporation, it would be required that the entity's certificate of doing business, which should be on file in the County Clerk's Office, be provided. (This would also hold true in the case of joint ventures which would be required to disclose the underlying entities which make up the joint venture and supply the requisite certificate of doing business for each entity.)
- B. A statement by the successful bidder that no officer, director or stockholder (if less than 10 stockholders) of the successful bidder is an officer or employee of the town or is a relative of any such Town Official or employee. If such officer, director or stockholder does exist, their names and relationship shall be disclosed to the Town.

PROJECT START DATE: October 16th 2017.

PROJECT COMPLETION DATE: December 31st 2017.

SECTION C
BID PROPOSAL
FOR
“REHABILITATION
OF THREE (3) WINDMILL STRUCTURES”
TOWN OF NORTH CASTLE
WESTCHESTER COUNTY, NEW YORK

To:

Alison Simon Town Clerk
Town of North Castle
15 Bedford Road
Armonk, New York 10504

Bid Submitted By:

(Name)

(Address)

(Telephone Number)

1. I/We do hereby declare that I/We have carefully examined the Notice to Bidder, the Drawings, and the Specifications relating to the above entitled matter and the work, and have also examined the site.
2. I/We do hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Drawings, and Specifications relating thereto, and to furnish all labor, tools, implements, models, forms, transportation and materials necessary and proper for the purpose for the price/prices as given on the bid forms.
3. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other cause whatsoever.
4. I/We do hereby agree that I/We will execute a contract therefore, containing all the terms, conditions, provisions and covenants necessary to complete the work according to the Drawings and Specifications therefore within 10 business days after the award of the contract and if I/We fail to execute said Contract within said period of time, that the Town board shall have the power to rescind said award and also that the said Board shall retain the proceeds of the certified check, or require the payment of the sum of the bid bond.
5. I/We do declare and agree I/We will commence the work within ten days after the contract execution and will complete the work fully and in every respect including approval by the Town of North Castle Building Department on or before the time specified in said contract and do authorize the said Board, in case of failure to complete the work within such specified time to employ such men, equipment and materials as may be necessary for the proper completion of said work and to deduct the cost thereof from the amount due under the contract. The Contract execution will serve as the official notification to commence work.

6. I/We agree that the Town of North Castle reserves the right to select any one, combination of, or all the Bid items in this proposal for the Contractor to complete without affecting any of the Bid prices.
7. I/We hereby affirm that 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 the penalty of perjury, that to the best of their 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 which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.
 - (d) No member of the Town Board or any officer or employee of the Town of North Castle, New York, or person whose salary is payable in whole or in part from the said Town Treasury is, shall be or become interested, directly, as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials or equipment and work of labor to which it relates, or in any portion of the profits thereof.
8. I/We do hereby further agree that this proposal is a firm bid and shall remain in effect for a period of at least seventy five (75) calendar days from the date of the opening of bids, and that with said period of seventy five (75) days, the Town will accept or reject this proposal, or this period may be extended by mutual agreement.
9. I/We do hereby declare that, if this is a corporate bid, I have been duly authorized to act as the signatory on this proposal in behalf of this corporation.
10. I/We hereby affirm, under penalty of perjury, the truth of all statements in this proposal.
11. I/We hereby agree that I/We accept the unit prices on the following pages, for the various items of work.
12. I/We hereby agree that I/We shall make no claim on account of any variation of the estimated quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient ground for a change in the price of that item.

(Legal Name of Bidder, Partner or Corporate Officer)

By: _____ Date: _____
(Authorized Signature)

Corporate Seal (if incorporated)

Bidder acknowledges receipt of Addenda as follows:

Signature

Signature

Signature

BID

I _____, _____
Individual Of Office Held

Company Name Address

BID DOLLAR AMOUNT TO BE TOTAL PRICE AS SPECIFIED, EXCLUDING LINE ITEM EXTRAS/ALTERNATES LISTED BELOW

Total Bid Cost: \$ _____

(_____)
Written Total Dollars

Submit herewith the total line item costs for each of the following Add Alternates to the Base Bid::

1. If existing wood substrate is damaged or rotten then replace the damaged wood substrate with CDX plywood sheathing: _____ \$ / square foot _____

2a. If, during the rehabilitation, the wood trim, soffits, railings, decking, fascia's etc., are found to be damaged or Rotten, then replace that portion of the wood trim, soffits, railings, decking (trim sections only), fascia's etc., in clear cedar as necessary:

| | |
|---|------------------------|
| Cedar Trim _____ (Primed & Painted) | \$ / linear foot _____ |
| Ext grade Plywood Soffits _____ (Primed & Painted) | \$ / Sq foot _____ |
| Cedar Railings w/2x2 cedar balusters (Primed & Painted) | \$ / linear foot _____ |
| P/T Southern Pine Decking _____ (Primed & Painted) | \$ / Sq foot _____ |
| Cedar Fascia's _____ (Primed & Painted) | \$ / linear foot _____ |
| Cedar misc. _____ (Primed & Painted) | \$ / linear foot _____ |

2b. As an ALTERNATE during the rehabilitation, replace **ALL** of the wood trim, soffits, railings, decking (trim sections only), fascia's etc., in PVC (use manufacturer's recommended fasteners and plugs) as follows:

| | |
|--|------------------------|
| PVC Trim _____ | \$ / linear foot _____ |
| PVC Soffits _____ | \$ / Sq foot _____ |
| PVC Railings w/2x2 pvc balusters _____ | \$ / linear foot _____ |
| PVC Decking _____ | \$ / Sq foot _____ |
| PVC Fascia's _____ | \$ / linear foot _____ |
| PVC misc. _____ | \$ / linear foot _____ |

2c. As an ALTERNATE during the rehabilitation, replace **ALL** of the wood trim, soffits, railings, decking (trim sections only), fascia's etc., as follows:

| | | |
|--------------------------------------|--------------------|-----------------------|
| Cedar Trim_____ | (Primed & Painted) | \$ / linear foot_____ |
| Ext grade Plywood Soffits_____ | (Primed & Painted) | \$ / Sq foot _____ |
| Cedar Railings w/2x2 cedar balusters | (Primed & Painted) | \$ / linear foot_____ |
| Cedar Decking_____ | (Primed & Painted) | \$ / Sq foot _____ |
| Cedar Fascia's_____ | (Primed & Painted) | \$ / linear foot_____ |
| Cedar misc._____ | (Primed & Painted) | \$ / linear foot_____ |

In case of a discrepancy between the price in words and the price in numbers, the price in words shall govern.

Said price shall include:

- 1. All materials and workmanship as specified in Section "K"
- 2. Removal and disposal of material being replaced
- 3. Warranties as illustrated in Section "B"
- 4. All insurance necessary to meet the Town Requirements

By:_____ Date:_____

_____ Secretary of Corporation

Corporate Seal

The following is a list of places where we have performed work of similar character and magnitude, together with references (beginning with the most recent):

| Name of Municipality | Scope of Work | Period of Contract | References & Telephone # |
|----------------------|---------------|--------------------|--------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

The full names and places of residence of all persons and parties interested as principals in the foregoing proposal are as follows:

| Name | Title | Address |
|------|-------|---------|
| | | |
| | | |
| | | |
| | | |

Signature of Bidder: _____

U.S. Treasury No.: _____

Business Address: _____

Place of Residence: _____

Date: _____

BIDDER BY

(Printed Name of Partner or Corporate Officer)

(Corporate Seal)

| | |
|--|---------------|
| _____ Signature | _____ Date |
| _____ Secretary of Corporate Bidder | |

STATEMENT OF BIDDER’S QUALIFICATIONS

It is the intent of the Town to execute an agreement with a Contractor that can provide reliable, uninterrupted, and environmentally sound service. The Contractor must possess the licenses, financial resources, experience, technical and management qualifications, equipment, vehicles, and manpower and facilities necessary to assure that the requirements of the Town will be met throughout the term of this Agreement.

The Contractor is, therefore, required to provide the following information with regard to its company and organization. Sufficient information should be provided to the Town to adequately evaluate the Contractor's ability to service the Town. Should sufficient space be available to fully address each request, additional information should be included by attachment herein.

COMPANY INFORMATION

Bidder: _____

Address: _____

Telephone: _____

Fax: _____

Contact: _____ Type of Organization: _____

Name of Parent Company, if applicable: _____

Name of Affiliate Companies, if applicable: _____

Identity of Joint Venture Partners, if any: _____

Brief history of Bidder(s) involved in the Proposal (attach additional sheets if necessary):

Has Bidder ever failed to complete any contract awarded to it?: _____

If so, state name of owner, reason therefore and bonding company: _____

Has any officer of partner of Bidder ever failed to complete a contract handled in his/her name?

If so, state name of individual, name of owner, reason therefore, and bonding company:

Has any facility that you operated been the subject of administrative or judicial action for alleged violation of environmental or public health laws or regulations. If so, state the details and disposition:

FINANCIAL INFORMATION

Financial Statement:

Bidders shall attach a complete financial statement for the most recently completed fiscal year. Statement must be prepared by a Certified Public Accountant according to accepted accounting principles.

Bank References:

| Bank | Address | Name & Telephone Number of Contact Person |
|-------|---------|--|
| <hr/> | | |
| <hr/> | | |

Surety:

Bidder shall provide the name, address, telephone number and contact person for the surety firm provided guarantees under this Contract:

Financial References:

The TOTAL BID shall be the total cost of replacement as specified. It is stated here only as a convenience for comparison of bids. If there are any errors in addition or multiplication, the unit prices for each item shall govern, and the bid comparison will be made on the basis of correct arithmetic applied to these unit prices. In case of a discrepancy between the total unit prices in words and the unit price in numbers, the total of unit prices in words shall govern.

The estimated quantities are not guaranteed, and are only for bid comparison purposes. The final payment will be made based on the actual quantities regardless of the estimated quantities contained herein.

STATEMENT OF NON-COLLUSION

(To be completed by Each Bidder)

In accordance with Section 103(d) General Municipal Law, effective September 1, 1966, every bid or proposal hereafter made to a political subdivision of the State or any public department, agency, or official thereof or to a fire district or any agency or official thereof for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed to by the bidder and affirmed by such bidder as true under the penalties of perjury; non-collusive bidding certification.

- A. 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 knowledge and belief:
 - (1) 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 any competitor.
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.
 - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
- B. The person signing this bid or proposal certifies that they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder, as well as the person signing in its behalf.
- C. That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signatory of this bid or proposal in behalf of the corporate bidder.

RESOLUTION

Resolved that _____ be
(Name of Corporation)

authorized to sign and submit the bid or proposal of this Corporation for the Rehabilitation
Of Three (3) Windmill Structures with offices located at 15 Bedford Road in the Town of North Castle,
Westchester County, Armonk, New York.

and to include in such bid or proposal the STATEMENT OF NON COLLUSION required by SECTION
103(d) of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies
or mis-statements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by the

Corporation at a meeting of the Board of Directors held on the _____

day of _____, 2017.

(SEAL OF THE CORPORATION)

Secretary

OFFER OF SURETY

(To be completed by Each Bidder)

In the event the above Proposal is accepted and the undersigned is awarded the Contract for the work, the undersigned offers as surety for faithful performance, bond and/or bonds to protect labor and material men, the following surety:

SURETY COMPANY

Signed _____
(Bidder)

CERTIFICATE OF SURETY is to be signed by a duly authorized official, agent or attorney of the Surety Company.

In the event that the above Proposal is accepted and the contract for the work is awarded to

said _____
(Bidder's Name)

the _____
(Surety) (Company)

will execute the Surety Bonds as herein before provided.

Signed: _____
(Authorized Official, Attorney or Agent)

Date: _____

Important: This page must be filled out when certified check is submitted in lieu of bid bond, or bid may be rejected

SECTION D
AGREEMENT
FOR
REHABILITATION
OF THREE (3) WINDMILL STRUCTURES TOWN OF NORTH CASTLE
WESTCHESTER COUNTY, NEW YORK

THIS AGREEMENT made this _____ day of _____, 2017, by and between _____ * (a Corporation organized and existing under the laws of the State of _____) * (a partnership consisting of _____) * (an individual trading as _____) hereinafter called the "Contractor" and the Town of North Castle, New York hereinafter called the "Owner".

* Strike out the two terms not applicable.

WITNESSETH, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

Article 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services and perform and complete all work and required supplemental work for the completion of this Contract in strict accordance with the hereinafter referenced Contract Documents including all Addenda thereto, manufacture and deliver the required Services as specified to the Town of North Castle, Armonk, New York.

Article 2. The Contract Price. The Owner will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the stated prices stipulated in the Bid for the respective items of work completed subject to additions and deductions as provided in the GENERAL CONDITIONS. Owner will issue a Purchase Order for the total dollar amount once the contract is awarded. The Contractor will provide bills for services rendered.

Article 3. Contract Documents. The Contract Documents shall consist of the following (including their attachments and exhibits):

- | | |
|--|-------------------------------|
| a. This Agreement | f. General Conditions |
| b. Addenda (if any) | g. Special Conditions |
| c. Notice to Bidders | h. Payment, Performance Bonds |
| d. Instructions to Bidders | i. and Guarantee Bond |
| e. Signed copy of Bid, with all attachments required for the bidding | j. Certificates of Insurance |
| | k. Statement of non-collusion |

This Agreement, together with other Documents enumerated in this Article 3, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component the part first enumerated in this Article 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in three (3) original copies on the day and year first above written.

ATTEST:

(Contractor)

BY _____ Date: _____

Title _____

ATTEST:

(Owner)

BY _____ Date: _____

Title _____

STATE OF NEW YORK

SS.:

COUNTY OF WESTCHESTER

On the _____ day of _____ 2017, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he resides at _____ that he is the _____ of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

NOTARY PUBLIC

STATE OF NEW YORK

SS.:

COUNTY OF WESTCHESTER

On the _____ day of _____ 2017, before me personally came Michael Schiliro to me known, who, being by me duly sworn, did depose and say that he maintains an office at 15 Bedford Road, Armonk, New York; that he is the Supervisor of the Town of North Castle, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the Town Board of the said corporation; and that he signed his name thereto by like order.

NOTARY PUBLIC

SECTION E

PERFORMANCE BOND

SECTION F
GENERAL RELEASE

(To Be Submitted With Requisition for Final Payment)

KNOW ALL MEN BY THESE PRESENTS, that _____ for
(Contractor)
and in consideration of the sum of _____ lawful
money of the United States of America, to it in hand paid by

(Owner/Contracting Agency)

have remised, released, quit-claimed, and forever discharged, and by these presents do for its successors
and assigns remise, release, quit-claim, and forever discharge the said

_____, and
(Owner/Contracting Agency)

its successors and assigns and administrators, of and from any and all manner of action and actions,
caused and causes of action, suits, debts, dues, sum and sums of money, accounts, reckonings, bonds,
bills, specialties, covenants, contract, controversies, agreements, promises, variances, trespasses,
damages, judgments, patents, extents, executions, claims and demands whatsoever in law and unity
which against the said

_____,
(Owner/Contracting Agency)

now have or which heirs, executors, or administrators hereafter can, shall, or may have, for upon or by
reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date
of these presents rising out of the construction, in accordance with contract entered into between parties
hereto, dated _____, Two Thousand and _____, any admittance or supplements
thereto.

IN WITNESS WHEREOF, the undersigned Corporation has caused this agreement to be signed by its

_____ and its Corporation seal to be hereto affixed and duly attested by its

_____ this _____ day of _____ 2017.

ATTEST:

PRINCIPAL:

SECTION G

PREVAILING WAGE RATES

Prevailing Wage Scales, as prepared by the New York State Labor Department, are included herein and the Contractor is hereby bound to pay all labor on this project at rates no less than these.

Contractor shall agree that every mechanic, laborer and workman employed by the Contractor or any subcontractor or any other person about or upon the work contemplated by the service agreement shall be paid not less than the prevailing rate of wages, and provided not less than the prevailing supplements, as provided for by Section 220 of the New York State Labor Law, as amended from time to time. A schedule of such rates of wages as provided by the New York State Department of Labor is included herein.

The Contractor, and his subcontractors, shall post in a prominent accessible place on the site of the work a legible statement of all wage rates and supplements as specified in the service agreement to be paid or provided for the various classes of mechanics, workmen or laborers employed for the work contemplated by the service agreement, and showing all authorized deductions, if any, from unpaid wages actually earned.

The Contractor and each subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the service agreement shall pay each and every one of his employees engaged in such work or any part thereof the full and proper wage without any deduction or kickback whatever, excepting such deductions as are made mandatory by law. Payment to each and every employee shall be made not less often than once per week and shall be made in cash, unless payment by check is authorized by certificate of the Commissioner of Labor of the State of New York as provided by law.

SECTION H

COMPLIANCE WITH THE LABOR LAW AND OTHER DEPARTMENT OF LABOR REGULATIONS

The Contractor shall comply with the applicable provisions of the "Labor Law" as amended, of the State of New York. This Contract shall be void unless applicable sections of said Labor Law are complied with.

Each and every provision of law and clause required by law to be part of this Contract shall be deemed to be included herein and this Contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not included, then upon the application of either party hereto, the Contract shall forthwith be physically amended to make such inclusion.

Specifically, Section 220(e), of the Labor Law, as so amended, prohibits in contracts, discrimination on account of race, creed, color, or national origin in employment of citizens upon public works.

There may be deducted from the amount payable to the Contractor by the Owner under this Contract a Penalty of five (\$5.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of Section 220(e); provided, that for a second or any subsequent violation of the provisions of said paragraph, this Contract may be canceled or terminated by the Owner and all monies due or to become due hereunder may be forfeited.

SECTION I

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the Contractor/Provider shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Town of North Castle certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term “Contractor/Provider” as used in this indemnification agreement shall mean and include Subcontractors of every tier.

- 1) Worker’s Compensation and Employers Liability Policy, covering operations in New York State. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and Maritime Coverage Endorsement shall be attached to the policy. Evidence must be provided on a C-105.2. Waiver of Subrogation to be included
- 2) N.Y.S. Disability, covering all employees. DB 120.1 must be provided.
- 3) Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate limits for Bodily Injury and Property Damage, and shall include coverage for:
 - A. Premises & Operations
 - B. Products/Completed Operations;
 - C. Independent Contractors;
 - D. Personal & Advertising Injury
 - E. Blanket Contractual Liability
 - F. XCU
 - G. Town of North Castle and their assigns, officers, employees, representatives and agents should be named as an “Additional Insured” on the policy using ISO Additional Insured Endorsement CG 20 10 11/85 or an endorsement providing equivalent or broader coverage and shall apply on a primary and noncontributory basis, including any self-insured retentions. The Certificate of Insurance should show this applies to the General Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - H. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Town of North Castle, assigns, officers, employees, representatives and agents.
 - I. General Aggregate shall apply separately to each project (must be on an occurrence form).
 - J. Cross Liability coverage (Commercial General Liability and Business Automobile Liability policies only).
 - K. Coverage for athletic participants must be included if renter is an athletic team or league.

- 4) Comprehensive Automobile Policy, with limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hire private passenger and commercial vehicles.
- A. Town of North Castle and their assigns, officers, employees, representatives and agents should be named as an “Additional Insured” on the policy. The Certificate of Insurance should show this applies to the Automobile Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
- B. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Town of North Castle, assigns, officers, employees, representatives and agents.
- C. If applicable, policy should be specifically endorsed to cover snow plow operations.
- 5) Umbrella Liability, with limits of no less than \$3,000,000 Each Occurrence/\$3,000,000 Aggregate, including coverage for General Liability, Automobile, Workers Compensation and Professional Liability (if applicable).
- 6) Professional Liability (if applicable), with limits no less than \$1,000,000. Per Claim.
- 7) Owners & Contractors Protective Liability Policy, with limits no less than \$1,000,000 Per Occurrence/\$2,000,000 Aggregate shall be taken out with the Town of North Castle as the Named Insured, and maintained during the life of this contract which will protect the Town of North Castle from claims for damages for personal injury, liability, accidental or wrongful death, as well as property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either party.
- 8) Bid, Performance and Labor & Material Bonds, if required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.
- 9) Property Insurance, the Contractor shall cover materials being installed onsite, in transit, and/or at any other location.
- 10) Asbestos/Lead Abatement and Environmental Clean-Up, if applicable. Coverage for the removal of asbestos and/or lead and related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs \$1,000,000 per occurrence/\$2,000,000 aggregate including Products and Completed Operations. If a retroactive date is used, it must pre-date the inception of the contract
- 11) Certificates shall provide that thirty (30) days written notice prior to cancellation or expiration be given to the Town of North Castle. Policies that lapse and/or expire during term of work shall be recertified and received by the Town of North Castle no less than thirty (30) days prior to expiration or cancellation.

The Contractor/Provider shall furnish to Town of North Castle Certificates of Insurance as evidence of coverage prior to commencement of work and naming Town of North Castle as an Additional Insured **by endorsement**. The Contractor/Provider acknowledges that failure to obtain such insurance on behalf of the Town of North Castle Constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town of North Castle. The failure of the Town of North Castle to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Town of North Castle.

The cost of furnishing the above insurance shall be borne by the Contractor/Provider, there will be no direct payment for this work. Cost will be deemed to have been included in the price bid for all scheduled items.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, Contractor/Provider shall indemnify, hold harmless and defend Town of North Castle, and agents and employees of any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (b) is caused in whole or in part by an act or omission or violation of statutory duty or regulation of the Contractor/Provider or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Contractor/Provider's obligation to indemnify Town of North Castle, and its agents and employees of any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law; by the Contractor/Provider anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. The obligation of the Contractor/Provider to indemnify any party under this paragraph shall not be limited in any manner by limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Contractor/Provider.

Company Title/Name: _____

Name: _____ Signature: _____

Date: _____

Nature/Scope of Work Being Performed: _____

SECTION J

NON-DISCRIMINATION CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color, or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- B. The Contractor will send to each labor union or representative of workers with which it has or is bound by a collective bargaining or other agreement or understand, a notice, to be provided by the Commission of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses "a" through "h" hereinafter called "non-discrimination clauses", and requesting such labor union or representative to agree in writing, whether in such collective bargaining or other agreement or understanding or otherwise, that such labor union or representative will not discriminate against any member or applicant for membership because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal membership opportunities without discrimination because of race, creed, color, or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay, or other forms of compensation, and selection for training or retraining including apprenticeship and on-the-job training. Such notice shall be given by the Contractor, and such written agreement shall be made by such labor union or representative, prior to the commencement of performances of this contract. If such labor union or representative fails or refuses so to agree in writing, the Contractor shall promptly notify the Commission for Human Rights of such failure or refusal.
- C. The Contractor will post and keep posted in conspicuous places, available to employee and applicants for employment, notices to be provided by the Commission for Human Rights setting forth the substance of the provisions of clauses "a" and "b" and such provisions of the State's Laws against discrimination as the Commission for Human Rights shall determine.
- D. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, or national origin.
- E. The Contractor will comply with the provision of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will, permit access to books, records, and accounts by the Commission for Human Rights, and Owner representatives/counsel clauses and such sections of the Executive Law and Civil Rights Law.

- F. This Contract may be forthwith canceled, terminated, or suspended in whole or in part, by the Contracting agency upon the basis of a finding made by the Commission of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the Owner/Contracting Agency until it has satisfied the Commission for Human Rights that it has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies otherwise provided by law.
- G. If this Contract is canceled or terminated under clause "f", in addition to other rights of the Owner provided in this contract upon its breach by the Contractor, the Contractor will hold the Owner harmless against any additional expenses or costs incurred by the Owner in completing the work or in purchasing the services, materials, equipment, or supplies contemplated by this contract, and the Owner may withhold payments from the Contractor in an amount sufficient for this purpose and recourse may be held against the surety on the performance bond if necessary.
- H. The Contractor will include the provision of clauses "a", through "g" in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within jurisdictional locale of the Project being contracted by the Owner. The Contractor will take such action in enforcing such provisions of such subcontract or purchases the Owner/Contracting Agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency/Owner, the Contractor shall promptly so notify the Owner's Representatives/Counsel, requesting intervention and protect the interests of the Owner (Contracting Agency's jurisdictional area).

SECTION K

INDEX TO SPECIFICATIONS

DRAWING LIST

Section 01501 Temporary Facilities And Controls
DIVISION 2 - SITE WORK

DIVISION 3 - CONCRETE - *(THIS DIVISION NOT USED)*

DIVISION 4 – MASONRY

Section 4901 Masonry Restoration and Re-pointing

DIVISION 5 – METALS - *(THIS DIVISION NOT USED)*

DIVISION 6 - WOOD AND PLASTIC

Section 06100 Rough Framing
Section 06200 Finish Carpentry
Section 06600 Plastic Fabrications

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

Section 07100 Waterproofing, Damp proofing, and Vapor Retarders
Section 07317 Wood shingles
Section 07600 Flashing and Sheet Metal
Section 07900 Building Sealants

DIVISION 8 - DOORS AND WINDOWS

Section 08200 Doors and Frames

DIVISION 9 - FINISHES

Section 09900 Paints and Coatings

DIVISION 10 – SPECIALTIES- *(THIS DIVISION NOT USED)*

DIVISION 11 – EQUIPMENT- *(THIS DIVISION NOT USED)*

DIVISION 12 – FURNISHINGS - *(THIS DIVISION NOT USED)*

DIVISION 13 - SPECIAL CONSTRUCTION - *(THIS DIVISION NOT USED)*

DIVISION 14 - CONVEYING SYSTEMS - *(THIS DIVISION NOT USED)*

DIVISION 15 - MECHANICAL- *(THIS DIVISION NOT USED)*

DIVISION 16 - ELECTRICAL- *(THIS DIVISION NOT USED)*

END OF INDEX TO SPECIFICATIONS

DRAWING LIST –DATED 08-17-17

WINDMILL NO. 1 (SPRUCE HILL ROAD)

| | |
|-------|-------------|
| T-1 | TITLE-NOTES |
| A-101 | PLANS |
| A-201 | ELEVATIONS |
| A-301 | SECTIONS |
| A-400 | NOTES |

WINDMILL NO. 2 (MAPLE WAY)

| | |
|-------|-------------|
| T-1 | TITLE-NOTES |
| A-102 | PLANS |
| A-202 | ELEVATIONS |
| A-302 | SECTIONS |
| A-401 | NOTES |

WINDMILL NO. 3 (WINDMILL ROAD)

| | |
|-------|-------------|
| T-1 | TITLE-NOTES |
| A-103 | PLANS |
| A-203 | ELEVATIONS |
| A-303 | SECTIONS |
| A-402 | NOTES |

SECTION 01501 - TEMPORARY FACILITIES AND CONTROLS

PART 1.00 - GENERAL

1.01 Quality Assurance:

Temporary facilities and controls shall comply with laws, codes and regulations of the Town of North Castle.

1.04 Product Handling:

A. Use all means necessary to maintain temporary facilities and controls in proper and safe condition throughout the progress of the work.

B. Replacements. In the event of loss or damage, immediately make all replacements and repairs necessary to the approval of the Architect and at no additional cost to the Town of North Castle.

PART 2.00 - PRODUCTS

2.01 Temporary Facilities:

A. Field Offices and Sheds: (NONE)

B. Toilet Facilities: Furnish, install and maintain in a clean and sanitary condition throughout the work in this project, adequate enclosed toilet and washing facilities for use by persons employed on this project.

2.02 Temporary Enclosures and Controls:

Furnish, install and maintain, throughout the work in this project, all required scaffolds, tarpaulins, temporary safety fence, barricades, canopies, warning signs, steps, bridges, platforms and other temporary construction necessary for the proper and safe execution of the work in this project in compliance with all pertinent safety codes and other regulations.

2.04 Fencing of Construction Area: Provide Construction Fencing around worksite with "Danger Do Not Enter" : signs around the worksite.

PART 3.00 - EXECUTION

3.01 Inspection: Omitted

3.02 Installation:

Install (locate) field offices, storage sheds, toilet facilities and all other temporary facilities as directed or approved by the Architect.

3.03 Field Quality Control:

A. Maintenance: Maintain all temporary facilities and controls and pay all costs related thereto, in a safe, functioning and sanitary condition throughout work in this project.

END OF SECTION

DIVISION 2 – SITE WORK

Scope of Work

General Requirements: G.C. shall provide all necessary labor, materials, and equipment to perform all site work shown or specified in these documents. The general requirements of Section 1, shall apply to all work under this heading.

1. Protect existing trees, fencing, patio and hardscape from damage. All damaged objects are to be replaced in kind to match new material.
2. It shall be the responsibility of the G.C. to locate any and all underground utilities that may exist on the site, prior to excavation. *"CALL BEFORE YOU DIG." 1-800-962-7962*
3. The General Contractor shall take great care and be responsible for the protection of all site elements not scheduled for disturbance. Any damage to the site shall be repaired to the Town of North Castle's satisfaction at the General Contractor's expense.
4. All wrecked materials (no longer suitable for its original intended use) shall be removed from the premises. In no case shall dangerous or excessive debris be allowed to accumulate.
5. During the entire project the G.C. shall be responsible for shoring, bracing and protection as required to maintain the structural integrity of the building.
6. Protection. Cover all openings including, but not limited to roof, walls, foundations, etc. during construction as best required, (minimally with sheet plastic), to protect the interior from damage by the weather/elements, specifically from but not limited to water, wind, vandalism, dirt, etc. The G.C. agrees to replace any plywood sheathing, subfloor or framing member that is allowed to become saturated with water. These members will be replaced at Contractors expense. These members will be identified by Architect.
7. Provide temporary electricity to be provided by portable generators.
8. After Site Work is completed, grade is to be free of all debris, seeded and in good condition ready for professional landscaping work.

END OF SECTION

SECTION 04901: MASONRY RESTORATION AND REPOINTING

PART 1-GENERAL

1.1 SUMMARY OF WORK

A. Extent of masonry restoration work is as shown on the Drawings and as specified herein.

1. The drawings endeavor to show the extent of masonry restoration work required. The contractor shall review the Drawings, Photographs and make a Pre-bid field visit to verify all work whether shown or not shown on the Drawings.

B. The work includes, but is not limited to: (Examples)

1. Repairing cracks and voids in stone construction.
2. Patching stone structures and stone sills.
3. Re-pointing mortar joints.
4. Application of water repellent

1.2 QUALITY ASSURANCE

1. Crack Repair: Prepare a sample area for each type of crack repair required for stone. Repair shall demonstrate methods and quality of workmanship expected for crack repair.

3. Patching: Prepare on-building sample of each type of stone and masonry construction to be patched. Patching and mold shall demonstrate methods and quality of workmanship expected of repair work.

3. Re-pointing: Prepare 2 separate sample areas of approximately 5' high by 5' wide for each type of re-pointing required, one for demonstrating methods and quality of workmanship expected in removal of mortar from joints and the other for demonstrating quality of materials and workmanship expected in pointing mortar joints. Sample areas shall be located in an inconspicuous yet readily accessible place.

C. Patching, Re-pointing and coating work: The samples of each type of repair work shall be done in an area that will be exposed to the same weathering conditions as the building. Allow samples to cure at least three days before obtaining acceptance of color, texture and detailing match. Samples shall be viewed from an approved distance.

D. Source of Materials: Obtain materials for Patching, coating, sealing, crack repair and repointing from a single manufacturer source to ensure match quality, color, texture and detailing.

PART 2 - PRODUCTS

2.1 REPOINTING MORTAR MATERIALS:

A. Re-pointing mortar shall be a pre-mixed, pre-colored, custom-matched cement-lime based mixture formulated to comply with the requirements of ASTM C-270 Type N mortar.

1. Products: The following shall be assumed to meet the quality and performance requirements specified:

a. "SPEC-JOINT 46", by Edison Coatings, Inc., Plainville, CT, (800)697-8055, or approved equal.

b. If proposed equal is submitted, thorough lab testing shall be required to establish equivalent performance levels. An independent testing laboratory shall be utilized as determined by the Architect and paid for by the submitting party.

2.2 CRACK INJECTION MATERIALS

A. Cementitious crack filler shall be an ultra-fine, superplasticized, polymer- modified injection grout. Cementitious grout shall be suitable for application in wet or dry cracks, shall develop direct tensile bond strength of 200 psi minimum, shall exhibit less than 0.06% drying shrinkage, and shall have a linear coefficient of thermal expansion of 0.000004 to 0.000008 inches/inch per degree Fahrenheit.

1. Products: The following shall be assumed to meet the quality and performance requirements specified:

a. PUMP-X 53i, as manufactured by Edison Coatings, Inc., Plainville, CT, Phone (800) 697-8055.

2.3 PATCHING MATERIAL:

A. Patching material shall be a premixed, cementitious material with acrylic latex-modifier, formulated to match the color and texture of the existing cast stone. Material must be vapor permeable, frost and salt resistant, shall develop direct tensile bond strength of 200 psi minimum, shall exhibit less than 0.06% drying shrinkage, and shall have a linear coefficient of thermal expansion of 0.000005 to 0.000008 inches/inch per degree Fahrenheit. Material shall be compatible with substrate, including but not limited to, porosity, tensile, and compressive strength. Modulus of elasticity shall be 50,000 to 100,000 psi. Non-latex mortars shall be unacceptable. Material shall have a minimum 10-year successful performance history for similar projects.

1. Products: Subject to compliance with requirements, provide the following:

a. "Custom System 45" by Edison Coatings, Inc., Plainville, Ct (800) 697-8055.

PART 3 - EXECUTION

3.1 CLEANING EXISTING MASONRY AND STONE

A. General:

1. Proceed with cleaning in an orderly manner, work from top to bottom of each staging area and from one end of each elevation to the other.

2. Use only those cleaning methods indicated for each masonry material and location.

3. Perform each cleaning method indicated in a manner which results in uniform coverage of all surfaces, including corners, moldings, interstices and which produces an even effect without streaking or damage to masonry surfaces.

4. Rinse off chemical residue and soil working upwards from bottom to top of each treated area at each stage or scaffold setting.

3.2 MASONRY REPOINTING

A. Sealant Removal & Stone Repointing

1. Carefully remove existing sealants from stone joints using approved methods. Damage to edges of stone units must be avoided. Remove sealant to its full depth, and rake back existing masonry mortar beneath the sealants to provide a minimum of 3/4" depth for repointing, or until sound mortar is reached, whichever is greater.

2. Wet surfaces to insure that stone is nearly saturated but surface dry when repointed. Completely fill bed, head and collar joints. Maintain joint width to match existing.

3. When mortar is thumbprint hard, tool exposed mortar joints to match joints of original stonework

3.4 WORKMANSHIP OF PATCHING MATERIAL:

A. Patching material workmanship shall comply with all applicable recommendations of material manufacturer's written specifications and requirements and/or as modified in this and following sections.

B. Mixing of patching material: Mix the patching material in accordance with Manufacturer's printed instructions.

C. Do not use any additives, such as bonding agents, accelerators, or retarders, in the patching material without prior written approval from the Manufacturer.

3.5 SURFACE PREPARATION: (for all patching work)

A. Patching and repair work for spalled and deteriorated materials shall be accomplished with the approved Patching material, according to manufacturer's printed instructions and as specified herein.

B. At areas to receive patches, remove all loose, spalled and deteriorating materials. If required cut away an additional 1/4 to 1/2 inch of the substrate that may be in the process of deteriorating and to ensure the surface to be patched is solid and stable. Saw cut edges of all repair areas to a minimum 1/4" depth. "Sound" remaining substrate with a hammer to verify its integrity.

C. Remove any soil, mortar, dust and other debris or foreign material from areas to receive patch.

D. Cut out sections shall be squared off at the edges. Do not overcut corners of the patch; stop short of corner and chip out remainder by hand without damaging surrounding masonry. Do not allow any feathered edges in the patch areas.

E. Roughen the substrate surface as necessary to achieve the surface roughness required by manufacturer for good bond, but do not damage the substrate surface. Moisten substrate surfaces as per manufacturer's directions.

F. For very dry or porous surfaces, pre-wet the substrate ahead of time to prevent the substrate from drawing moisture out of the patch too quickly. Re-wet the surface just before applying the patching material.

3.6 PATCHING REPAIR WORK:

A. Prepare and mix Patching material in accordance with manufacturer's directions.

B. Patching material shall be applied by trowel, casting-in-place or other techniques recommended by approved materials manufacturer for each specific field condition.

C. Air, surface and product temperature must all be above minimum temperature of 50 deg F (10 deg C) at time of application and must be maintained above minimum until product has dried thoroughly.

D. Apply patching material in one layer or several layers, according to the depth of the repairs. Comply with manufacturer's instructions when applying multiple layers for thickness of each layer, setting-up time for each layer, surface preparation between layers, etc., to ensure sound adhesion between layers. Final application of repair mortar shall be at the desired surface level and shall be tooled, shaped or carved as required to achieve proper surface profile and texture. Surfaces shall be tooled to replicate the texture, and detailing of the original surface. Do not sponge float the patch. Keep tools clean by frequent washing in clean water, but remove excess water to avoid introducing water into patch surfaces.

E. Under hot conditions, as directed by Manufacturer, moisten repaired areas, cover and cure in accordance with manufacturer's directions. Keep patches moist and out of direct sun for at least the first day.

F. To avoid rapid evaporation, do not patch in direct sunlight. If necessary, shade or cover work with tarpaulin or wet burlap.

3.9 REPAIRING CRACKS AND VOIDS

A. Prepare cracked area in accordance to manufacturer's written instructions. Typical procedures are outlined in this section and shall be modified according to approved materials manufacturer.

B. Crack repair for hairline and microscopic cracks:

1. Inject cementitious crack repair material into designated cracks, using syringes, grouting pumps, or other types of injection apparatus suitable for size of crack, distance crack injection material must travel and viscosity of material used. Seal surfaces as required to prevent crack injection material from leaking out and to facilitate pumping. Take caution not to strain the face of adjacent surfaces.

2. Immediately wipe spills off surfaces with clean, wet rag and allow injection material to cure as required.

C. Crack repair for cracks larger than 1/16" and voids larger than 1/8" mm:

1. Remove loose and spalling materials, cut into crack to a minimum depth of 3/8 inches and a width of 3/16 inch. If embedded reinforcements are rusted then cut-material deep enough to expose the

rusting reinforcements and remove material around reinforcement to provide a minimum of 3/4 inch clearance for patch material.

2. Clean and coat exposed reinforcements at patch work with an approved rust-preventative agent.
3. Fill enlarged areas of crack repair with patching material, following repair procedures outlined in this section under Part 3, "Patch for typical repair work" and/or Part 3, "Patching for deep or overhanging repair."

D. Inject cementitious crack repair material into designated voids and cracks, using syringes, grouting pumps, or other types of injection apparatus suitable for size of crack, distance crack repair material must travel and viscosity of material used. Seal surfaces as required to prevent crack injection material from leaking out and to facilitate pumping. Take caution not to strain the face of adjacent surfaces. Immediately wipe spills off surfaces with clean rag and compatible solvent.

E. Unacceptable patches are defined as those with hairline cracks or showing separation from repair edges, or on which "hollow spots" can be detected by light impact. Remove unsound patches and refill to provide patches free of those defects.

F. Final Cleaning: No steam cleaning or additional pressure cleaning shall be performed within 28 days of patch installation. No acid or alkali cleaning agents shall be used except as recommended and/or approved by patch manufacturer.

END OF SECTION

SECTION 06100 - ROUGH CARPENTRY (if required)

A. Scope of Work.

1. All concealed wood framing including sills, studs, joists, beams, lintels, rafters, plates, blocking, nailers, sheathing, bridging, wall and roof sheathing, cats, furring, hangers, posts that are found to be rotten.

B. Submittals

1. Material certificates for dimension lumber indicating compliance with specifications.
2. Mark all layouts with chalk, string, tape, stakes, or other appropriate means indicating full extent of all construction in plan and elevation and obtain the Architects review prior to starting work.

C. Materials

1. All lumber unless otherwise indicated shall be rated $F_b = 1250\text{psi}$, or as noted on structural drawings. Select the better pieces for all load bearing lintels, joists, posts, etc. Reject poorer pieces. Framing shall be as shown on the drawings and shall conform to all applicable building codes.
2. Studs shall be nom. 2" x 4" for exterior wall and nom. 2" x 4" for interior walls unless otherwise noted, and placed not over 16 o.c. and shall be doubled at openings and tripled at corners. Warped pieces shall not be used for studding.
3. Wood blocking shall be solid and match the depth of main members. Framing plans show members required for structural purposes only, all blocking and members required by codes and Manufacturer's specifications, are in addition to members shown.
4. Roof and Ceiling joists, rafters, collar ties and floor joists shall be single lengths between bearings and doubled around openings. Joists shall be leveled and aligned with existing adjacent joists and rafters, before applying sheathing. All joists under parallel partitions and all headers and trimmers shall be doubled.
5. Exterior wall sheathing shall be exterior grade, CDX plywood to match existing in thickness. New roof sheathing shall be CDX exterior grade plywood to match existing.
6. Connectors where required shall be galvanized as manufactured by Teco, Simpson, or equal. Sizes as required.
7. Provide blocking, bridging, cats, furring, etc., as required by good practice. Cross-bridging shall not be over 8'-0" o.c. in all floor and roof framing. Stud walls shall not be over 10'-0" in unsupported height without cats between them. Provide blocking for toilet room accessories and cabinets.
8. Install all rough hardware nails, bolts, spikes, nuts, washers, screws, hangers, etc. as required. Hot dip galvanized fasteners and anchorages for work exposed to weather, to ground contact, or to high relative humidity.
9. Preservative pressure treat lumber and plywood with water borne preservatives. Treat cants, nailers, blocking, stripping and similar items in conjunction with roofing, flashing, vapor barriers, and waterproofing. Treat sills, sleepers, blocking, furring, stripping and similar items in direct contact with masonry or concrete.

D. Execution

1. Install rough carpentry work to comply with "Manual of House Framing" by National Forest Products Assoc. (N.F.P.A.) and with recommendations of American Plywood Association (APA), unless otherwise indicated. For sheathing, underlayments and other products not covered in above standards; comply with recommendations of manufacturer of product involved for use intended. Set carpentry work to required levels and lines, with members plumb and true and cut to fit.
2. Securely attach carpentry work to substrates and supporting members using fasteners of size that will not penetrate members where opposite side will be exposed to view or receive finish materials. Install fasteners without splitting wood; fasten panel products to allow for expansion at joints unless otherwise indicated. Sub-flooring to be screwed and glued to framing.
3. Provide wood framing members of size and spacing to match existing; do not splice structural members between supports. Fire stop concealed spaces with wood blocking not less than 2" thick, if not blocked by other framing members.

END OF SECTION 06100

SECTION 06200 - FINISH CARPENTRY

A. Description of Work.

1. Door and window trim.
3. Exterior molding
4. Saddles.
5. Miscellaneous wood trim.
6. Priming of Wood Trim

B. Submittals

1. Submit a 2' long sample of each type of trim to the Architect for review prior to purchasing.

C. Materials

1. All new material to be clear cedar. No finger-jointed material will be accepted.

Moulding profiles shall be manufactured by either:

Interstate Lumber & Mill Corp., 184 South Water Street, Greenwich, CT 06830,
(203) 531-8050,

Dykes Lumber or approved equal.

2. All exterior door trim, window trim, rakes, fascias, soffits, friezes, etc. to be of profiles to match existing. Replaced material to be clear cedar back primed at job before installation. Composite material as APPROVED ADD ALTERNATE (i.e. Azeck), primed and back primed at job before installation. No finger-jointed material will be accepted.
3. Wood saddles to be metal, and 1/4" higher than the higher of the two materials that it joints, typical u.o.n.
4. Fasteners and anchorages: Provide nails, screws and other anchoring devices of type, size, material and finish suitable for intended use and required to provide secure attachment, concealed where possible. Use stainless steel fasteners for work exposed to exterior and high humidity.
5. Primer to be: Exterior - Moorwood Primer (100) Interior - Promar 200 Alkyd Undercoater, note most trim to have painted finish.
6. Where replaced as APPROVED ADD ALTERNATE, exterior ceilings and soffits shall match existing profile.

D. Execution

1. All holes, blemishes etc. to be filled, sanded smooth and be ready for paint or stain for all trim which will be finish painted, prime paint on all sides prior to installation.
1. Standing and Running Trim: install with minimum number of joints possible using full-length pieces from maximum length lumber available. Cope at returns; miter at corners. Use scarf joints on end-to-end joints.
2. Miter and scarf joints to be fastened with biscuit joiner and glue.
3. Install trim plumb, level, true and straight, with no distortions. Scribe and cut trim as required to fit adjoining work. Anchor trim securely to supports and substrates, using concealed fasteners and blind nailing where possible. Use fine finishing nails for exposed nailing, except as indicated, countersink and fill flush with finished surface.

END OF SECTION 06200

PART 1 GENERAL

1.01 Description

- A. Cellular PVC trim boards for corner boards, soffits, fascias, battens, door pilasters, frieze boards, rake boards, architectural millwork and door/window trim.

1.03 REFERENCES

- A. ASTM D792 - Density and Specific Gravity of Plastics by Displacement.
- B. ASTM D570 - Water Absorption of Plastics.
- C. ASTM D638 - Tensile Properties of Plastics.
- D. ASTM D790 - Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
- E. ASTM D1761 - Mechanical Fasteners in Wood.
- F. ASTM D5420 - Standard Test Method for Impact Resistance of Flat, Rigid Plastic Specimen by means of a Striker Impacted by a Falling Weight.
- G. ASTM D256 - Determining the Pendulum Impact Resistance of Plastics.
- H. ASTM D696 - Coefficient of Linear Thermal Expansion of Plastics Between -30°C and 30°C with a Vitreous silica Dilatometer.
- I. ASTM D635 - Rate of Burning and/or Extent and Time of Burning of Plastics in a Horizontal Position.
- J. ASTM E84 - Surface Burning Characteristics of Building Materials.
- K. ASTM D648 - Deflection Temperature of Plastics Under Flexural Load in the Edgewise Position.
- L. ASTM D3679 - Standard Specification for Rigid Poly Vinyl Chloride (PVC) Siding.

1.04 SUBMITTALS

- A. General: Submit listed submittals in accordance with Conditions of the Contract
- B. Product Data: Submit product data, manufacturer's catalogs, SPEC-DATA® product sheet, for specified products.
- C. Samples: Submit three material samples representative of the texture, thickness and widths shown and specified herein.

1.05 QUALITY ASSURANCE

- A. Regulatory Requirements: Check with Local Building Code for installation requirements.
- B. Allowable Tolerances:
 - 1. Variation in component length: -0.00 / +1.00"
 - 2. Variation in component width: $\pm 1/16$ "
 - 3. Variation in component thickness: $\pm 1/16$ "
 - 4. Variation in component edge cut: $\pm 2^\circ$
 - 5. Variation in Density -0% + 10%
- C. Workmanship, Finish, and Appearance:
 - 1. Free foam cellular PVC that is homogeneous and free of voids, holes, cracks, and foreign inclusions and other defects. Edges must be square, and top and bottom surfaces shall be flat with no convex or concave deviation.
 - 2. Uniform surface free from cupping, warping, and twisting.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Trim materials should be stored on a flat and level surface on a full shipping pallet. Handle materials to prevent damage to product edges and corners. Store materials under a protective covering to prevent jobsite dirt and residue from collecting on the boards.

1.07 WARRANTY

- A. Provide manufacturer's 25 year warranty against defects in manufacturing that cause the products to rot, corrode, delaminate, or excessively swell from moisture.

PART II PRODUCTS

2.01 MATERIALS

- A. Acceptable products: AZEK® Trim boards manufactured by Vycom Corporation, 801 Corey Street, Moosic, PA 18507 OR approved equal.
- B. Material: Free foam cellular pvc material with a small-cell microstructure and density of .55 grams/cm³.
1. Material shall have a minimum physical and performance properties specified in Section C.
- C. Performance and physical characteristic requirements:

PROPERTY UNITS VALUE ASTM METHOD

PHYSICAL

Density g/cm³ 0.55 D 792

Water Absorption % 0.15 D 570

MECHANICAL

Tensile Strength psi 2256 D 638

Tensile Modulus psi 144,000 D 638

Flexural Strength psi 3329 D 790

Flexural Modulus psi 144,219 D 790

Nail Hold Lbf/in of penetration 35 D 1761

Screw Hold Lbf/in of penetration 680 D 1761

Staple Hold Lbf/in of penetration 180 D 1761

Gardner Impact in-lbs 103 D 5420

Charpy Impact (@23°C) ft-lbs 4.5 D 256

THERMAL

Coefficient of Linear Expansion in/in/°F 3.2×10^{-5} D 696

Burning Rate in/min No burn when D 635
flame removed

Flame Spread Index -- 25 E 84

Heat Deflection Temp 264 psi °F 150 D 648

Oil Canning (@140°F) °F Passed D 648

2.02 ACCESSORY PRODUCTS

A. Fasteners:

- Use fasteners designed for wood trim and wood siding (thinner shank, blunt point, full round head) with PVC trim products.
- Use a highly durable fastener such as stainless steel or hot-dipped galvanized.
- Staples, small brads and wire nails must not be used as fastening members.
- The fasteners should be long enough to penetrate the solid wood substrate a minimum of 1 1/2".
- Standard nail guns work well with PVC trim products.

- Use 2 fasteners per every framing member for trim board's applications. Trimboards 12" or wider, as well as sheets, will require additional fasteners.
- Fasteners must be installed no more than 2" from the end of each board.
- PVC should be fastened into a flat, solid substrate. Fastening PVC into hollow or uneven areas must be avoided.
- Pre-drilling is typically not required unless a large fastener is used or product is installed in low temperatures.
- 3/8" and 1/2" sheet product is not intended to be ripped into trim pieces. These profiles must be glued to a substrate and mechanically fastened.

B. Adhesives:

- Glue all PVC to PVC joints such as window surrounds, long fascia runs, etc. with PVC Adhesive, a cellular pvc cement, to prevent joint separation.
- The glue joint should be secured with a fastener and/or fastened on each side of the joint to allow adequate bonding time.
- PVC Adhesive has a working time of 10 minutes and will be fully cured in 24 hours.
- If standard PVC cements are used, keep in mind these products typically cure quickly which will result in limited working time and may reduce adhesive strength.
- Surfaces to be glued should be smooth, clean and in complete contact with each other.
- To bond PVC to other substrates, various adhesives may be used. Consult adhesive manufacturer to determine suitability.

C. Sealants:

- Use urethane, polyurethane or acrylic based sealants without silicone.

2.03 FINISHES

A. PVC products do not require paint for protection, but may be painted to achieve a custom color.

B. Preparation:

- No special surface preparations are required prior to painting - sanding is not necessary for paint adhesion.
- Surface must be clean and dry.
- If desired, nail holes may be filled with polyurethane or acrylic based caulk.
- Use a 100% acrylic latex paint with a Light Reflective Value (LRV) of 55 or higher.
- Follow the paint manufacturer's recommendations to apply.
- Color to match existing trims.

PART III EXECUTION

3.01 INSTALLATION

A. Manufacturer's instructions:

- Comply with manufacturer's product catalog installation instructions and product technical bulletin instructions.

B. Cutting:

- PVC products can be cut using the same tools used to cut lumber.
- Carbide tipped blades designed to cut wood work well. Avoid fine tooth metal cutting blades.
- Rough edges from cutting may be caused by excessive friction, poor board support, or worn or improper tooling.

C. Drilling

- PVC products can be drilled using the same tools used to drill lumber.

- Drilling PVC products is similar to drilling a hardwood. Care should be taken to avoid frictional heat buildup.
- Use standard woodworking drills. Do not use drills made for normal rigid PVC.
- Periodic removal of PVC shavings from the drill hole may be necessary.

D. Milling

- PVC products can be milled using standard milling machines used to mill lumber.
- Relief Angle 20° to 30°
- Cutting speed to be optimized with the number of knives and feed rate.

E. Routing

- PVC products can be routed using standard router bits and the same tools used to rout lumber.
- Carbide tipped router bits are recommended.

F. Edge Finishing

- Edges can be finished by sanding, grinding or filing with traditional woodworking tools.

G. Nail Location

- Use 2 fasteners per every framing member for trim board applications.
- Trimboards over 12" or wider, as well as sheets, will require additional fasteners.
- Fasteners must be installed no more than 2" from the end of each board.

H. Thermal Expansion and Contraction

- PVC products expand and contract with changes in temperature.
- Properly fastening PVC material along its entire length will minimize expansion and contraction.
- When properly fastened, allow for 1/8" per 18 foot of PVC product for expansion and contraction.
- Joints between pieces of PVC should be glued to eliminate joint separation. When gaps are glued on a long run of PVC, allow expansion and contraction at ends of the run.

END OF SECTION 06600

DIVISION 7 THERMAL AND MOISTURE PROTECTION

Scope of Work:

Underlayment
Ice and Water Shield
Drip Edge
Roofing Shingles
Cricketts

Materials:

1. Underlayment / Interlayment shall be 30 lb. asphalt saturated felt over plywood sheathing, unless otherwise noted.
2. Provide ice and water shield by GRACE at all eaves. Install as recommended by manufacturer (min. 36" wide).
3. Caulking compound for all joints shall be one part acrylic base sealant conforming to Federal Specification TT-S-0073 similar to Mono-Lusto-Meric as manufactured by Tremco Manufacturing Co. or approved equal. Use primer as specified by sealant manufacturer.
4. Soffit and Ridge Vents are not required.
5. ***No blind valley will be allowed.*** Provide open valley with 36" wide ice and water shield by "Grace" waterproof underlayment below 20" wide strip metal flashing. Follow manufacturer's installation guidelines for all flashing, valley and ridge conditions. Provide "V" crimp flashing at all valleys.
6. All exterior doors shall have metal drip pan.
7. Drip Edge to be aluminum. Color White

SECTION 07300 - ROOF SHINGLES

A. Scope of Work

1. Provide and install fiberglass asphalt shingle roof
2. Provide and install roofing accessories.

B. Submittals

1. Submit two shingle samples for Architect's approval prior to purchasing.
2. Submit one copy of manufacturer's instructions and recommendations for installation.

C. Materials

1. Shingles to be equal to Lifetime Timberline UL Class A Label and wind resistant label. Color, texture, and pattern to match existing. Selection to be approved by Town of North Castle and Architect.
2. Felt Underlayment to be 30 lb. type, two plies where slope is less than 4" per foot.
3. Waterproofing Underlayment to be "Winter Guard" by Certainteed Corp., "Ice and Water Shield" by W. R. Grace or equal. Install from eaves up to 36" inside of exterior wall, from valleys up 36" both sides and full coverage on all crickets etc.
4. Nails to be hot-dipped zinc coated of type and size recommended by manufacturer.

D. Execution

1. General: Comply with published recommendations of shingle manufacturer for installation of underlayment and shingles, using number of nails and coursing shingles in accordance with manufacturer's standards.
2. Final adjustment: Replace any damaged shingles and remove shingle installation debris from site.
3. Provide written 5 year guarantee for weathertightness on all roofing, flashing etc.. In the event of any leak provide temporary protection within 24 hours of notification and make repairs within 10 days except where weather prohibits work. Provide protection and repair at no cost to the Town of North Castle.

END OF SECTION 07300

SECTION 07600 - FLASHING AND SHEET METAL

A. Scope of Work

1. Metal Flashings and counter flashing
3. Valleys
4. Drip edge

B. Submittals

1. Submit 2' long sample of each sheet metal or plastic fabrication including flashing, valley flashing, etc.

C. Materials

1. Metal flashing
2. Nails, Screws, Straps and Fastenings:
Shall be of a compatible non-corrosive material as approved by the manufacturer or as dictated by good roofing practice. Nails shall have large flat heads and needle points not smaller than 12 gauge.
3. Drip edge to be aluminum.
4. Flashing at roof valleys, roof edges, wall/roof intersections, window/door heads
5. Flashing, roof penetrations etc. shall be 16 oz. metal flashing.

D. Execution

1. Anchor work in place with non-corrosive fasteners, adhesives, etc., as recommended by manufacturer.
2. Comply with the recommendations of "Architectural Sheet Metal Manual" by SMACNA.
3. Flashing and sheet metal work is required to be water tight and weatherproof.
4. Separate dissimilar metal with rubberized tape.

END OF SECTION

SECTION 07900 - BUILDING SEALANTS

A. Scope of Work:

Includes but is not limited to:

1. Above-grade sealants.
2. Interior sealants.
3. Sealant accessories.

B. Submittals

1. Manufacturers Literature:
Submit copies of manufacturer's literature and test data edited to job conditions describing the product and installation requirements.
2. Samples:
Submit samples and colors of products specified. Provide cured samples in color selected.
3. Subcontractor's Review:
Before commencing work, submit a written statement signed by the Sealant Subcontractor, stating that the substrates have been examined and that the Contract Documents have been reviewed with a qualified representative of the sealant material manufacturer and that he is in agreement that the selected materials are proper and adequate for the application shown.

C. Materials

1. ABOVE-GRADE SEALANTS
Colors to be selected by Architect. Sealant to have mildew resistance and fungicide.
 - a. Silicone (Low-Modulus) Sealants:
(\pm 50% joint movement)
 1. Manufacturer shall be equal to:
 - General Electric - GESIL or Silproof.
 - Dow Corning - #795.
 - Rhodorsil (Rhône-Poulenc) - 3B with related primer.
 2. Materials:
One-part low modulus silicone rubber building sealant for a joint movement of \pm minimum meeting FS TT-S-001543 (COM-NBS) Class A and TT-S-00230 C (COM-NBS).
2. COMPRESSIBLE ROD (sealant back-up):
Expanded polyethylene or polyurethane foam as required for proper performance of the sealant in the specific joint, which is compatible with sealant, as recommended by sealant manufacturer (25% wider than joint size).
3. Joint Cleaner:
Provide cleaner recommended by the manufacturer of the sealant for the specific joint surface and condition.
4. Joint Primer and Sealer:

Provide compound recommended by the manufacturer of the sealant for the specific joint surface and condition. (Note: Not all sealants require a primer. Consult with manufacturer to determine if primer is required for the specified materials to be sealed.)

5. Bond Breaker Tape:

Pressure-sensitive polyethylene tape. Provide where recommended by sealant manufacturer.

D. EXECUTION

1. Preparation

Clean surfaces and remove protective coatings which might fail in adhesion or interfere with bond of sealant, so that surfaces are free of deleterious substances which might impair the work. Do not apply sealant to joint surfaces previously treated with paint, lacquer, sealer, curing compound, water-repellent or other coatings unless a laboratory test for durability of bond has been successfully completed. Prior to application of sealants, remove such treatments or coatings if test is not successful or has not been performed.

2. Installation

a. Manufacturer's Instructions

Install materials in accordance with the manufacturer's printed instructions, unless otherwise shown or specified. Verify and conform with storage, priming and sealing, depth to width ratio, and joint filler recommendations.

b. Masking Tapes:

Provide masking tapes or other precautions to prevent migration or spillage of materials onto adjoining surfaces. Apply sealant in continuous beads, without open joints, voids or air pockets so as to provide a watertight and airtight seal for the entire joint length.

c. Tooling

Tool exposed surfaces of sealant to the profile shown or, if none is shown, tool slightly concave.

d. Joint Size

Do not proceed with the installation of sealants under extreme temperature conditions which would cause joint openings to be either a maximum or minimum width; and also do not proceed when such extreme temperatures or heavy wind loads are forecast during the period required for initial or nominal cure of sealants. Whenever possible, schedule the installation and cure of sealants during periods of mean temperatures (nominal joint width shown) so that subsequent tensile and compressive stresses upon the cured sealants will be minimized.

3. Cleaning and Protection

Remove excess sealant promptly as the work progresses and clean the adjoining surfaces marred by the work of this Section. Protect exposed horizontal sealant from damage during the construction period.

4. Warranty

Submit a written labor and materials warranty agreeing to repair or replace sealant compounds which have failed to provide airtight and watertight joints for any reason, or which appear to have failed in adhesion, cohesion, abrasion-resistance,

weather-resistance, extrusion-resistance, migration-resistance, stain-resistance, general durability or any other form of apparent deterioration (excluding inherent qualities and limitations clearly specified in the manufacturer's data which was submitted). Period of warranty shall be five (5) years. Warranty shall be signed by both the manufacturer and Subcontractor. Comply with these Specifications for any subsequent repair or replacement of work.

END OF SECTION 07900

SECTION 08200 – STEEL DOORS AND FRAMES

All shop drawings to be Town of North Castle approved BEFORE placing the order.

.(Architect and Town of North Castle approval required)

A. Scope of Work

1. Provide and install exterior doors complete with metal frame, hinges and lockset.

B. Submittals

1. Verify door dimensions and details and obtain Architect's approval prior to purchase.

C. Materials

1. Flush Steel door and frame - 1 3/4" thick - 18 gage - bored for mortise lock. Door to fit into existing opening. Verify size in field prior to ordering.
2. Heavy Duty Mortise Lockset - Series 8200 - Color: Oxidized Bronze by Sargent or approved equal
3. Heavy Duty hinges - Color: Oxidized Bronze

D. Execution

1. Fit doors to frames with uniform clearances. Install hardware according to manufacturer's instructions.
2. Shim doors solid, true, and plumb as needed with solid blocking for all hardware.
3. Protect doors from damage, dents, water etc. Repair any damage to be invisible. Replace any doors damaged, warped, bowed, or otherwise unacceptable to the Architect in fit and finish.

END OF SECTION 08200

SECTION 09900 - PAINTING AND COATINGS

Part 1 GENERAL

1.1 SECTION INCLUDES

- A Exterior and Interior coating with transparent and semi-transparent finishes.

1.3 REFERENCES

- A SSPC-SP 1 - Solvent Cleaning.
- B SSPC-SP 2 - Hand Tool Cleaning.
- C SSPC-SP 3 - Power Tool Cleaning.

1.4 PROTECTION

- A. Protect work from other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.
- B. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.
 - 1. At the completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in the Painting and Decorative Contractors of America Standard P1.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver manufacturer's unopened containers to the work site. Packaging shall bear the manufacture's name, label, and the following list of information:
 - 1 Product name, and type (description)
 - 2 Application & use instructions
 - 3 Surface preparation
 - 4 VOC content
 - 5 Environmental handling
 - 6 Batch date
 - 7 Color number
- B. Storage: Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction. Store materials in an area that is within the acceptable temperature range, per manufacturer's instructions. Protect from freezing.
- C. Handling: Maintain a clean, dry storage area, to prevent contamination or damage to the coatings.

1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not apply coatings under environmental conditions outside manufacturer's absolute limits.

Part 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer OR equal:
The Sherwin-Williams Company
101 Prospect Avenue NW
Cleveland, OH 44115
Tel: (800) 321-8194
Fax: (216) 566-1392
www.sherwin-williams.com
- B. Substitutions: Requests for substitutions will be considered in accordance with provisions of this Project Manual
 - 1. When submitting request for substitution, provide complete product data specified above under Submittals, for each substitute product.

2.2 APPLICATIONS/SCOPE

- A. Use this article to define the scope of painting if not fully defined in a Finish Schedule or on the drawings. This article must be carefully edited to reflect the surfaces actually found on the project. In some cases, it may be enough to use the first paragraph that says, in effect, "paint everything" along with a list of items not to paint, without exhaustively defining all the different surfaces and items that must be painted.
- B. If the project involves repainting some but not all existing painted surfaces, be sure to indicate the extent of the repainting.
- C. The descriptions of each system can also be used to further refine the definition of what is to be painted, stained, or clear finished.
- D. Surfaces to Be Coated: [top](#)

Wood Exterior Systems- Semi-Transparent

2.3 SCHEDULE INDEX - STAIN & TRANSPARENT FINISHES

2.3 SCHEDULE

- A. Wood Exterior Siding: Provide the following finish systems over prefinished wood siding:
 - 1. Flat Acrylic Finish: 1 coat of an acrylic-latex stain.

A. Overcoat: (over factory primer and factory top coat) Solid-color, exterior , acrylic-latex, wood stain applied at spreading rate recommended by the manufacturer.

- 1) Olympic: Solid color acrylic stain
- 2) Glidden: Solid Oil / Acrylic Stain

B. Wood Trim: Provide the following finish systems over exterior wood trim, including fascia, cornices, railings, walkways, windows, doors and louvers.

1. Full gloss, Acrylic-Enamel Finish: 2 finish coats over a primer.

A. Primer: Exterior, alkyd, wood prime, as recommended by the manufacturer for this substrate, applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.2 mils (0.031 mm)

1. Moore: Moor white Primer #100

B. First and Second Coats: Full-gloss, waterborne exterior, acrylic-latex enamel applied at spreading rate recommended by the manufacture to achieve a total dry film thickness of not less than 2.4 mils (0.061 mm). Delete second coat at previously painted existing trim.

2.4 MATERIALS - GENERAL REQUIREMENTS

A Paints and Coatings - General:

- 1 Unless otherwise indicated, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
- 2 For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color.

B Primers:

- 1 Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- 2 The execution of backpriming of woodwork is usually specified in the woodwork section, although the materials may be specified here.

2.5 ACCESSORIES:

A Coating Application Accessories:

- 1 Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required, per manufacturer's specifications.

PART 3 EXECUTION

3.1 EXAMINATION

A Do not begin application of coatings until substrates have been properly examined and prepared. Notify Architect of unsatisfactory conditions before proceeding.

- B If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- C Proceed with work only after conditions have been corrected and approved by all parties, otherwise application of coatings will be considered as an acceptance of surface conditions.
- D Previously Painted Surfaces: Verify that existing painted surfaces do not contain lead based paints, notify Architect immediately if lead based paints are encountered.

(General Contractor's Note: Verify the existence of lead based paints on the project. Buildings constructed after 1978 are less likely to contain lead based paints. If lead based paints are suspected on the project, all removal must be done in accordance with the EPA Renovation, Repair and Painting rule and all applicable state and local regulations. State and local regulations may be more strict than those set under the federal regulations..)

3.2 SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority. Removal must be done in accordance with EPA Renovation, Repair and Painting Rule and all related state and local regulations. Care should be taken to follow all state and local regulations which may be more strict than those set under the federal RRP Rule.

- A Proper product selection, surface preparation, and application affect coating performance. Coating integrity and service life will be reduced because of improperly prepared surfaces. Selection and implementation of proper surface preparation ensures coating adhesion to the substrate and prolongs the service life of the coating system.
- B Selection of the proper method of surface preparation depends on the substrate, the environment, and the expected service life of the coating system. Economics, surface contamination, and the effect on the substrate will also influence the selection of surface preparation methods.
- C The surface must be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.
- D Remove mildew before painting by washing with a solution of 1 part liquid household bleach and 3 parts of warm water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow the surface to dry at least 48 hours before painting. Wear protective glasses or goggles, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.
- E No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50°F, unless products are designed specifically for these conditions.
- F Surface Preparation

1 Wood—Exterior

Must be clean and dry. Knots and pitch streaks must be scraped, sanded, and spot primed before a full priming coat is applied. Patch all nail holes and imperfections with a wood filler or putty and sand smooth. Patching compounds will generally be visible through clear coatings.

3.3 INSTALLATION

- A Testing: Due to the wide variety of substrates, preparation methods, application methods and environments, one should test the product in an inconspicuous spot for adhesion and compatibility prior to full-scale application.
- B Apply all coatings and materials with manufacturer's specifications in mind. Mix and thin coatings according to manufacturer's recommendation.
- C Do not apply to wet or damp surfaces.
 - 1.Wait at least 30 days before applying to new concrete or masonry. Or follow manufacturer's procedures to apply appropriate coatings prior to 30 days.
 - 2.Test new concrete for moisture content.
 - 3.Wait until wood is fully dry
- D Apply coatings using methods recommended by manufacturer.
- E Uniformly apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen.
- F Apply coatings at spreading rate required to achieve the manufacturer' recommended dry film thickness.
- G Regardless of number of coats specified, apply as many coats as necessary for complete hide and uniform appearance.
- H Exterior Woodwork: If final painting must be delayed more than 2 weeks after installation of woodwork, apply primer within 2 weeks and final coating within 2 weeks.
- I Inspection: The coated surface must be inspected and approved by the Architect or Engineer just prior to the application of each coat.

3.4 PROTECTION

- A Protect finished coatings from damage until completion of project.
- B Touch-up damaged coatings after substantial completion, following manufacturer's recommendation for touch up or repair of damaged coatings. Repair any defects that will hinder the performance of the coatings.

END OF SECTION
END OF PROJECT MANUAL