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New Rochelle, NY 10801
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City of New Rochelle, New York

CONTRACT DOCUMENTS

1923 Building Renovations (Phase 1) – Flowers Park
1 City Park Road

IN THE CITY OF NEW ROCHELLE, NEW YORK
Spec No. 5423
Due: February 16, 2022 at 3:00 P.M.

TABLE OF CONTENTS

	PAGES
INVITATION TO BIDDERS	1
“SCHEDULE A” TO THE GENERAL AGREEMENT	2
INSURANCE REQUIREMENTS	3
SECTION A – INSTRUCTIONS TO BIDDERS	A1 – A21
I. PROCEDURES OF SUBMITTING A BID	A1 - A3
A. CONTENTS	A1
B. EXAMINATION OF PLANS, SPECIFICATIONS, ADDENDA, ETC	A1
C. BIDDING TIME AND FORM	A1
D. BID TO COVER EVERY ITEM	A1
E. BIDDING FORM NOT TO BE TAKEN APART	A1
F. CERTIFIED CHECK, CASHIER’S CHECK, BID BOND or CASH	A2
G. APPROXIMATE ESTIMATES of QUANTITIES	A2
H. CONSTRUCTION CONDITIONS	A3
I. TIME FOR COMPLETION	A3
J. REJECTION OF BIDS	A3
II. CONDITIONS TO BE MET BY SUCCESSFUL BIDDER	A4 - A17
A. COMPLIANCE WITH CONTRACT PROVISIONS	A4
B. COMPLIANCE WITH LABOR and OTHER LAWS	A4
C. INSURANCE REQUIRED	A4
D. BOND REQUIRED	A4
E. BIDDER TO BE COMPETENT	A5
F. AWARD OF CONTRACT	A5
G. NOTIFICATION to CONTRACTOR - EEO	A5
H. NONDISCRIMINATION AND EEO POLICY STATEMENT	A6 – A9
I. NYS AFFIRMATIVE ACTION REQUIREMENTS	A13 – A17
III. CERTIFICATIONS (BIDDER AND SUBCONTRACTOR(S))	A18 – A19
IV. COMPLIANCE AND ENFORCEMENT	A20 – A21
MONTHLY EMPLOYMENT UTILIZATION REPORT/INSTRUCTIONS	A11 – A12
SECTION B – BIDDER’S PROPOSAL	B1 – B11
SCHEDULE OF VALUES	B10
SECTION C – GENERAL AGREEMENT	C1 – C43
1. GENERAL	C1 – C8
2. CONDUCT AND INSPECTION OF WORK	C8 - C12
3. COMPLIANCE WITH LAWS AND REGULATIONS	C12 - C15
4. PAYMENT FOR WORK	C15 – C23
5. ADDENDUM TO SECTION C – GENERAL AGREEMENT	
SECTION D – EXECUTION OF CONTRACT	D1 – D5
SECTION E – FORM OF BONDS	E1 –E4
SECTION F - PREVAILING WAGE RATES	F1
PROJECT MANUAL/TECHNICAL SPECIFICATIONS	

INVITATION TO BIDDERS
CITY OF NEW ROCHELLE, NEW YORK
DEPARTMENT OF FINANCE
SPEC. No. 5423

1. Sealed bids will be received by the **DEPARTMENT OF FINANCE OFFICE OF PURCHASING** for the CITY OF NEW ROCHELLE, NEW YORK, at CITY HALL, 515 North Avenue, New Rochelle, New York, until February 16, 2022, at 3:00 p.m. for: **1923 Building Renovations (Phase 1) – Flowers Park**.
2. Each bid must be accompanied by a DEPOSIT in the form of bid bond, certified check or cashier's check, made payable to the CITY OF NEW ROCHELLE, NEW YORK, in the amount of five percent (5%) of the bid price (**CASH WILL NOT BE ACCEPTED**). The City reserves the right to reject any or all bids.
3. Copies of Contract Documents may be obtained, in person, at the **DEPARTMENT OF FINANCE OFFICE OF PURCHASING** beginning at **4:00 p.m. on January 12, 2022**. Bids can be directly downloaded from the City's website at <http://www.newrochelleny.com/bids.aspx> under Bid Opportunities. No fee is associated when obtaining copies of Contract Documents. Addendums and response to questions are posted to the City's website as well.
4. Firms qualified and certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) are strongly encouraged to submit a bid.
5. The City of New Rochelle is a supporter of the Westchester Affirmative Action Equal Employment Opportunity requirements and agreements. In compliance with Section 3, the City of New Rochelle encourages employment first of New Rochelle residents.
6. Please note that the Contractor shall pay the higher wage rates of either the prevailing New York State Wage Rates or Davis Bacon.
7. A pre-bid field meeting will be held at **1 City Park Road, New Rochelle, NY 10801. Please meet in front of the 1923 Flowers Park Building on January 25, 2022, at 10:00 a.m. There will be a snow date of January 26, 2022, at 10:00 a.m. Notice will be posted on the City's website in the event that the snow date is required. Please check the City's website prior to departure.** For questions contact Sandi Murray, Purchasing Specialist via email at smurray@newrochelleny.com. Copy all questions to Todd Castaldo, Deputy Finance Commissioner at tcastald@newrochelleny.com. All questions must be submitted by 12:00 p.m. on January 31, 2022. Answers to all questions will be posted by February 03, 2022, at 3:00 p.m.
8. General Conditions – Referenced in Contract Bid Documents:

See Schedule "A", attached.
9. Insurance Requirements & Endorsements – Referenced in Contract Bid Documents Section C:

See Schedule "A", attached.

SCHEDULE “A” TO THE GENERAL AGREEMENT

Spec No.: **5423**

Project Description: **1923 Building Renovations (Phase 1) – Flowers Park**

<u>Reference</u>	<u>Item</u>	<u>Requirement</u>
Information for Bidders	Bid Security	5% Bid Amount
Information for Bidders	Performance Security	100% of Contract Amount
Agreement (Article 8)	Time for Completion	150 Days
Agreement (Article 8)	Liquidated Damages	For Each Consecutive Calendar Day Over Completion Time <u>\$250.00</u>
Agreement (Article 14)	Subcontracts	Not to Exceed 49% of the Contract
Agreement (Article 20)	Retained Percentage	5% of Work Completed & Materials Furnished
Agreement (Article 22)	Insurance	See Attached
Agreement (Article 21)	Maintenance	2% of the Contract Amount

** Certificates of Insurance to be provided upon award

Where indicated by an (x), insurance in the amounts specified below are required under this Contract.

<input checked="" type="checkbox"/>	New York State Disability	Statutory
<input checked="" type="checkbox"/>	Worker's Compensation	Statutory
<input checked="" type="checkbox"/>	Employer's Liability	\$1,000,000 each accident

Commercial General Liability – Per Occurrence Limit - Bodily Injury, Personal and Advertising Injury, and Property Damage, including Contractual Liability (to be stated on the certificate of insurance)

\$2,000,000	Per Occurrence
\$1,000,000	Products/Completed Operations Aggregate
\$2,000,000	General Aggregate
\$25,000	Maximum Deductible

Automobile Liability - Combined Single Limit - Bodily Injury and Property Damage

\$1,000,000	Per Person Each Occurrence for Bodily Injury
\$100,000	Per Occurrence for Property Damage

The following coverage must be provided (to be stated on the certificate of insurance):

Comprehensive Owned Hired Non-Owned

In addition, if indicated by an (x), the following insurance must be provided and/or hazards must be covered:

Excess Insurance _____
 Other _____

Additional Named Insured:

City of New Rochelle, its officials, employees and agents

Other _____

INSURANCE REQUIREMENTS

A. General Requirements

1. Prior to the commencement of Work, the Contractor shall procure and maintain, at its own cost and expense, the types and amounts of insurance indicated in Schedule A of the General Agreement. Such insurance shall be maintained through the date of completion of all required Work. The City reserves the right to increase or decrease the required insurance during the Contract.
2. All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained by insurance carriers licensed and admitted to do business in New York State and acceptable to the City; shall be primary and non-contributory to any insurance or self-insurance available to the City; and shall be endorsed to provide written notice be given to the City at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies.
3. The Contractor shall be solely responsible for the payment of all premiums, deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by the City. Such approval shall not be unreasonably withheld. The City reserves the right to withhold portion of payment until the deductible is satisfied.
4. All required insurance policies shall be maintained with companies that have an A.M. Best rating of an A/VII, unless prior written approval is obtained from the City's Corporation Counsel. If, during the term of the policy an insurer's rating falls below A/VII, the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the City.
5. The Contractor shall not take any action or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.
6. Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply the City updated replacement certificates of insurance and amendatory endorsements.
8. All insurance policies must be open to inspection and copying by the City upon written request.

B. Workers' Compensation, Employers' Liability, and Disability Benefits Insurance

1. The Contractor shall provide, and shall cause its Subcontractors to provide, Workers' Compensation Insurance, Employers' Liability Insurance, and Disability Benefits Insurance in accordance with the Laws of the State of New York on behalf of all employees providing services under the Contract. Pursuant to General Municipal Law Section 108, this Contract shall be void and of no effect unless the Contractor maintains Workers' Compensation Insurance for the term of this Contract to the extent required and in compliance with the New York State Workers' Compensation Law.
2. For Workers' Compensation Insurance, the Contractor shall submit one of the following forms: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 - State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms

used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the Commissioner and the City Corporation Counsel. For Disability Benefits Insurance, Contractor shall submit DB-120.1 - Certificate of Insurance Coverage Under the NYS Disability Benefits Law; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to the Commissioner and City Corporation Counsel. ACORD forms are not acceptable.

4. The Contractor shall procure Employer's Liability Insurance affording compensation for all employees providing labor or services for whom Workers' Compensation coverage is not a statutory requirement.

C. Commercial General Liability Insurance

1. The Contractor shall provide Commercial General Liability Insurance ("CGL"), written on a per occurrence form and subject to limits specified in Schedule A, covering claims for bodily injury (including death), personal and advertising injury, and property damage, which may arise from any of the operations under this Contract. Coverage under this insurance shall be written on the latest edition of Insurance Services Office ("ISO") Form CG 00 01 or a substitute form providing equivalent coverage and shall cover liability including Premises Operations; Independent Contractors and Subcontractors; Products and Completed Operations; Broad Form Property Damages; Contractual Liability (including the tort liability of another assumed in a contract); and Explosion, Collapse and Underground (XCU).

2. Policies shall name the Contractor as Named Insured and the City of New Rochelle, its officials, employees and agents (and all other entities designated as additional insureds in Schedule A) as Additional Insureds for claims arising from the Contractor's operations under the Contract, with coverage at least as broad as the latest edition of ISO Form CG 20 26 or its equivalent.

3. Products and Completed Operations Coverage shall include a provision that coverage will extend for a period of at least twelve (12) months from the date of final completion and acceptance by the City of all Contractor Work and provide coverage at least as broad as the latest edition of ISO Form CG 20 37 or its equivalent.

D. Commercial Automobile Liability Insurance. The Contractor shall provide Commercial Automobile Liability Insurance for liability arising out of the ownership, maintenance or use of any owned, non-owned and hired vehicles to be used in connection with this Contract, on which the City of New Rochelle, its officials, employees and agents (and all other entities designated as an additional insured in Schedule A) shall be named as an Additional Insured. Coverage shall be at least as broad as the latest edition of ISO Form CA 00 01. If vehicles are used for transporting hazardous materials, the Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) and proof of MCS 90.

E. Construction Insurance

1. Builder's Risk Insurance. If specified in Schedule A of the General Agreement, the Contractor shall provide Builders Risk Insurance on a completed value form for the total value of the Work through completion of the Work. Such insurance shall be provided on an All Risk basis and include, without limitation, coverage for windstorm (including named windstorm), storm surge, flood and earth movement. Unless waived by Corporation Counsel, it shall include coverage for ordinance and law, demolition and

increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the Work, as well as temporary structures at the Site, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on the Site, in transit or in temporary storage. Policies shall name the Contractor as Named Insured and the City as both an Additional Insured and a Loss Payee as its interest may appear. Such policies shall specify that, in the event a loss occurs at an occupied facility, occupancy of such facility is permitted without the consent of the issuing insurance company. Such insurance may be provided through an Installation Floater, at the Contractor's option, if it otherwise conforms with the requirements herein.

2. Contractors Pollution Liability Insurance. If specified in Schedule A of the General Agreement, the Contractor shall maintain, and cause its Subcontractors doing such Work to maintain, Contractors Pollution Liability Insurance covering any environmental claims, liabilities, loss or damage, including property damage, bodily injury, disease, transporter liability and properties contaminated during transportation caused by pollution conditions that arise from the operations of the Contractor and its Subcontractors of every tier. Such insurance shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants (including asbestos), including any loss, cost or expense incurred as a result of any cleanup of pollutants (including asbestos), or in the investigation, settlement or defense of any claim, action, or proceedings arising from the operations under the Contract. Such insurance shall be in the Contractor's name and name the City of New Rochelle, its officials, employees and agents (and all other entities designated as an additional insured in Schedule A) as an Additional Insured. Additional Insured coverage shall be at least as broad as provided to the Contractor for this Project. If such insurance is written on a claims-made policy, such policy shall have a retroactive date on or before the effective date of this Contract, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three (3) years from the time the Work under this Contract is completed.

F. Other Provisions

1. The Contractor shall file with the Resident Engineer, certificates of insurance and endorsements evidencing compliance with all of the insurance requirements contained in Schedule A to the satisfaction of the City. The Contractor shall not commence the Work unless and until all required proofs of insurance have been submitted to and accepted by the City. Acceptance and/or approval by the City does not relieve the Contractor of any obligations, responsibilities or liabilities under the Contract.

2. The Contractor shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by the Contract and shall be authorized to perform Work only during the effective period of all required coverage. In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the Contractor shall immediately stop all Work, and shall not recommence Work until authorized in writing to do so by the Commissioner.

3. The Contractor shall notify in writing all insurance carriers that issued potentially responsive policies of any loss, damage, occurrence, accident, claim or suit relating to any operations under the Contract (including notice to CGL carriers for events relating to the Contractor's own employees) no later than twenty (20) days after such event. For any policy where the City is an Additional Insured, such notice shall expressly state that "this notice is being given on behalf of the City of New Rochelle as an Additional Insured as well as the Named Insured." The Contractor shall simultaneously send a copy of such notice to

the City’s Corporation Counsel. The Contractor shall at all times fully cooperate with the City with regard to such potential or actual claims or suits.

4. The Contractor shall require any Subcontractor, with regard to any operations under this Contract, to procure insurance in accordance with the requirements herein and to name the City of New Rochelle, its officials, employees and agents as an Additional Insured thereunder, with coverage at least as broad as ISO Form 20 26.

5. The Contractor waives all rights against the City, including its officials and employees, for any damages or losses that are covered under any insurance required hereunder (whether or not such insurance is actually procured, or claims are paid thereunder) or any other insurance applicable to the operations of the Contractor and/or its employees, agents, or Subcontractors.

6. In the event the Contractor utilizes a self-insurance program to satisfy any of the insurance requirements hereunder, the Contractor shall ensure that any such self-insurance program provides the City with all rights that would be provided by traditional insurance, including but not limited to the defense and indemnification obligations that insurers are required to undertake in liability policies.

7. The Contractor's failure to secure policies in complete conformity with the foregoing, or to give an insurance company timely notice as required in the Contract, or to do anything else required hereunder, shall constitute a material breach of the Contract. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time. Insurance coverage provided pursuant to these requirements or otherwise shall not relieve the Contractor of any liability under the Contract, nor shall it preclude the City from exercising any rights or taking such other actions available to it under any other provisions of this Contract or Law.

8. Insurers shall have no right of recovery or subrogation against the City, it being the intention of the parties that the insurance policies so effected shall protect both parties and shall be primary coverage for any and all losses covered by the insurance described above.

9. The Contractor may satisfy its insurance obligations through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein and “drop down” for exhausted aggregate limits under the liability coverages referenced above.

10. The City, may at its discretion, and if approved by the City’s Corporation Counsel, accept letters of credit or custodial accounts in lieu of bonds and insurance requirements.

SECTION A

INSTRUCTIONS TO BIDDERS

I. PROCEDURES OF SUBMITTING BID

A. CONTENTS

Attention of bidders is called to the contents of the Invitation to Bidders, and Scope of Work a copy of which is annexed hereto and made part here-of. All the work in the Contract is described in detail in the Plans and Specifications and Addenda, if any, Information for Bidders, Bidder's Proposal and Contract Documents, all of which are attached hereto and made a part thereof.

B. EXAMINATION OF PLANS, SPECIFICATIONS, ADDENDA (if any) AND LOCATION

Contractors are particularly requested to examine the plans and specifications and location of the work before bidding.

C. BIDDING TIME AND FORM

Sealed proposals will be received by the Finance Department of the City of New Rochelle, New York, at the time, date and place stated in the Notice to Bidders, for the work herein mentioned, at which time and place they will be publicly opened and read aloud.

The award of the Contract, if awarded, will be made by the Commissioner of Public Work as soon thereafter as practicable.

The Commissioner of Public Work reserves the right to waive minor informalities in any bid, but conditional bids will not be accepted.

Bids must be submitted in a sealed envelope, endorsed with the title of the work, the name of the person or persons making the same and the date of presentation, and containing also the Bid Deposit as prescribed hereafter.

D. BID TO COVER EVERY ITEM

All bids must be made upon the blank form of proposal attached hereto both in writing, and in figures, and must be signed by the bidder. In case of any discrepancies, the written prices shall be considered the price bid.

These prices are to cover the furnishing of all the necessary materials and labor; and the performance of all the work as set forth in the specifications and form of agreement hereto annexed.

E. BIDDING FORM NOT TO BE TAKEN APART

Specifications and bidding blank must not be taken apart but must remain fully bound and in the same condition as when obtained from the Commissioner's office. If this requirement is not fulfilled, bid will be considered informal.

F. CERTIFIED CHECK, CASHIER'S CHECK, CREDIT CARD or BID BOND

No bid will be received and deposited unless accompanied by a certified check, cashier's check, credit card or bid bond. **Certified or Cashier's check shall be made payable to the order of the City of New Rochelle**, for the amount stated in the Notice to Bidders. Bid Bonds must be issued by an approved bonding or insurance company, authorized to do business within the State of New York. Such security shall be an amount of not less than five (5%) per cent of the proposal submitted.

All bid deposits, whether check, credit card, or bond, shall be held by the City of New Rochelle, New York, as security that the person or persons to whom the contract shall be awarded will enter into a contract therefore and give security required for the performance thereof within ten (10) business days after notice of such award. Such bid deposit must be enclosed in the sealed envelope containing the bid.

All such deposits, except those of the two low bidders, fifty percent (50 %) will be returned to the person or persons making the bids within three (3) business days after the opening of the bids, while the remaining deposit will be returned at fifty percent (50%) as soon as the contract has been properly executed by the bidder to whom the contract shall have been awarded. The second low bidder's security deposit shall be kept by the Owner until such a time it is fairly obvious that the awarded contract(s) has (have) a fair chance of completion. In case the low bidder forfeits the contract, the second low bidder shall be awarded the contract.

If the bidder to whom the contract has been awarded shall refuse or neglect to execute and deliver the same and furnish the security required within ten (10) business days after due notice that the contract has been awarded , the amount of the deposit made shall be retained by the said City as liquidated damages for such neglect or refusal, and shall be paid into the General Fund of the said City, but if the said bidder to whom the contract is awarded shall execute and deliver the contract and furnish the said security within the time specified the amount of the deposit will be returned.

The bidder by submission of a bid agrees with the City that the amount of the said deposit represents the amount of the damages the City will suffer by reason of any default as aforesaid.

G. APPROXIMATE ESTIMATE OF QUANTITIES

In the Bidder's Proposal there is a statement of quantities based upon the estimate of the Engineer of the quantities of the various classes of work and the nature and extent, as near as practicable, of the work required. The several bids will be computed, tested and canvassed by the total cost of all the items in this approximate estimate at the prices bid.

The quantities are approximate **only**, being given as a basis for the uniform comparison of bids, and the Commissioner does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the quantities and amounts of any or all items of the work at prices bid, as may be deemed necessary by the Engineer.

Bidders are required to submit their estimates upon the following express conditions which shall apply to and become a part of every bid received, to wit:

Bidders must satisfy themselves, by a personal examination of the location of the proposed work and/or by such other means as they may prefer, as to the actual conditions and requirements of the work and the accuracy of the foregoing estimate of the Engineer and shall not at any time after submission of a bid assert or claim that there was any misunderstanding in regard to the nature of the work or the conditions affecting the work.

Attention is called to the uncertainty as to the actual total quantity of materials to be excavated, especially as to the quantities and kinds of material, since that will depend upon the character of the earth and rock which cannot be determined in advance.

An increase or decrease in the quantity for any item shall not be regarded as sufficient ground for an increase or decrease in the prices nor in the time allowed for the completion of the contract, except as provided in the contract.

H. CONSTRUCTION CONDITIONS

Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be or is now being performed and the contractor must employ, so far as practicable, such methods and means in the carrying out of the work as will not cause any interruption or interference with any other contractor(s).

I. TIME FOR COMPLETION

All work included hereunder shall be fully completed within the time stated in the Scope of the Work. This time will be measured in Calendar Days from the date designated by the Commissioner of Public Works in the Notice to the Contractor, ordering the Contract work to be commenced. Failure to complete the work of the Contract within the time specified will be just cause for the retention from any monies due or to become due under the contract, of any damage suffered by the City by reason of such failure to complete the contract. Any delay in the completion of the Contract, caused solely by the City, will be added to the above time allowance for completion. In case of undue or extreme delay caused by the City, funds retained by the City from previous progress payments in accordance with the Contract provisions may be released to the Contractor, if, in the opinion of the Commissioner, the withholding of such retained funds works a hardship on the Contractor. Such release will not, however, relieve the Contractor of any and all obligations under the Contract, which shall remain in full force and effect.

J. REJECTION OF BIDS

The Commissioner reserves the right to select the bid or proposal, the acceptance of which will, in his/her judgment, best secure the efficient performance of the work, or to reject any or all bids. Proposals which are incomplete, conditional, or obscure or which contain additions not called for, erasures, alterations, ambiguities, or irregularities of any kind, may be rejected as informal. Permission will not be given for the withdrawal of any bid or estimate, and the right is expressly reserved by the Commissioner of Public Works to reject all estimates should he/she deem it to the public interests to do so. No estimates will be accepted from or the Contract awarded to any person who is in arrears to the City upon debt or contract, or who is in default, as principal or surety or otherwise, upon any Obligation to the City.

II. CONDITIONS TO BE MET BY SUCCESSFUL BIDDER

A. COMPLIANCE WITH CONTRACT PROVISIONS

The successful bidder will be required to comply with the provisions set forth in the Contract in regard to preference in employment and discrimination in employment, hours of work, wage rates and payment of wages, and with all other provisions of the Contract, which Contract is attached hereto, and made a part hereof.

B. COMPLIANCE WITH LABOR AND OTHER LAWS

The successful bidder will be required to agree that bidder will comply with all the applicable provisions of the Labor Law, the Public Health Law, the Lien Law, the Workmen's Compensation Law, the State Unemployment Insurance Law, the Federal Social Security Law, any and all rules and regulations promulgated by the Department of Labor and/or the Industrial Commissioner of the State of New York, any applicable Federal Law, rule or regulation, the Charter of the City of New Rochelle, any Local Laws, ordinances, resolutions, or regulations of the City of New Rochelle, and all amendments and additions thereto.

By submission of the bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the labor law.

C. INSURANCE REQUIRED

The attention of bidders is called to the fact that the Contractor will be required to take out, and continue in effect during the life of the Contract, insurance in accordance with the provisions set forth in the Contract, and in the quantities specified therein. Proof of insurance documents must be provided to the City of New Rochelle as stated in the Contract.

D. BOND REQUIRED

For the performance of the Contract a bond will be required which shall be in the penalty of one hundred percent (100%) of the Contract price, shall be in the annexed approved form, shall be signed by the party to whom the work is awarded and by a solvent fidelity or surety company authorized by the laws of this State to transact such business and must meet with the approval of the Corporation Counsel of the City of New Rochelle, as to form and correctness. Said Surety Company must be approved by the Corporation Counsel.

The bidder whose bid shall be accepted will be required to attend at the office of the Commissioner of Public Works in person or, if a corporation, shall be represented by a duly authorized representative, with the surety offered by him/her and shall be prepared to execute the Contract and bond within ten (10) business days after a written notice from the Commissioner of Public Works that the Contract has been awarded to him/her. In case of failure or neglect to do so may, at the option of the Commissioner, be deemed to have abandoned the Contract as in default to the City under the provisions above set forth.

If at any time after the execution and approval of this Contract and the bonds required by the Contract documents, the City of New Rochelle shall deem any of these sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds shall cease to be adequate security for the City of New Rochelle, the Contractor shall, within ten (10) business days after Notice of the City of New Rochelle by the Commissioner of Public Works do so, furnish new or additional bonds, in form, sum and signed by such sureties as shall be satisfactory to the City of New Rochelle. No further payment shall be deemed due nor shall any further payment be made to the Contractor unless and until such new or additional bonds shall be furnished and approved. Premiums on such bonds will be paid for by the Contractor.

E. BIDDER TO BE COMPETENT

Before the award of the Contract, the bidder to whom it is proposed to award same will be required to show to the satisfaction of the Department of Finance Purchasing Office that the bidder has the necessary facilities, experience, ability, and financial resources to perform the work in a satisfactory manner and within the time stipulated, and that has had experience in construction works of the same or of a similar nature.

F. AWARD OF CONTRACT

The City will award the Contract based upon the base bid price and consideration of ADD Alternate Bids. The City will award alternate bids in the numerical order presented. The award of contract will be based upon the base bid amount plus the alternate or alternates selected by the City.

G. NOTIFICATION TO CONTRACTOR

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor is herein made aware that the City of New Rochelle, New York, requires adherence to the Westchester County Affirmative Action and Equal Opportunity agreements and requirements applicable to public works contracts. It shall be the Contractor's responsibility to become familiar with said requirements, and to comply with any and all regulations stated therein and in the Westchester County Plan (defined below).

ADDITIONAL PROVISIONS

The contractor shall also maintain compliance with the following:

- 1) COPELAND "ANTI-KICKBACK" ACT - (18 U.S.C. 874) as supplemented in Department of labor Regulation (29 CFR Part 3).
- 2) DAVIS-BACON ACT - (40 U.S.C. 276a to a-7) as supplemented in Department of Labor Regulation (29-CFR Part 5).
- 3) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - (40 U.S.C. 327-330) SECTIONS 103 & 107 AS SUPPLIMENTED BY Department of Labor Regulation (29 CFR Part 5).
- 4) PREVAILING WAGE RATES - As supplied by New York State Department of Labor.

NOTE: IF THE ABOVE DOCUMENTS ARE NOT INCLUDED IN THIS SECTION, COPIES OF THE ABOVE-MENTIONED REGULATIONS ARE ON FILE IN THE ENGINEERING OFFICE, CITY HALL, 515 NORTH AVENUE, NEW ROCHELLE, NEW YORK, FOR YOUR INFORMATION. SAID REGULATIONS SHALL BE INCLUDED IN THE FINAL CONTRACT PACKAGE.

H. ECONOMIC OPPORTUNITY AND NON-DISCRIMINATION POLICY FOR THE CITY OF NEW ROCHELLE

The City of New Rochelle finds and determines that contracts awarded by the City, and economic development projects supported by the City or benefiting from zoning enhancements, provide a crucial opportunity for advancing City policy objectives, including targeting employment and business opportunities. In addition, prohibiting barriers to employment and invidious discrimination in City-supported contracts and projects is an important goal of the City in its expenditures and economic development activities.

Pursuant to Chapter 31 of the New Rochelle City Code, the successful bidder will be obligated to adhere to the City established Economic Opportunity and Nondiscrimination Policy applicable to City-awarded contracts and specified economic development projects, as follows:

1. Employment and training opportunities

- a. Construction Employment. Each Construction Contractor shall take the following steps in the following order, in an effort to employ Targeted Workers to perform at least 20% of the work hours on the project or contract.
 - (i) Step One: Utilize the Construction Contractor's discretion to assign to perform project work to any current employees who are Targeted Workers;
 - (ii) Step Two: If the Construction Contractor utilizes a union hiring hall to retain workers, utilize name call, rehire, similar procedures in the relevant collective bargaining agreement, and an explicit request, to retain Targeted Workers;
 - (iii) Step Three: If the above steps have not enabled employment of Targeted Workers to perform at least 20% of the work hours on the project or contract, request referral of Targeted Workers from the City's First Source Center; and
 - (iv) Step Four: Reasonably consider workers that have been referred by the First Source Center within five business days of request therefor.

If the Construction Contractor has not filled available jobs with Targeted Workers through the steps set forth above, it may recruit and hire workers through any mechanism, and shall continue to reasonably consider workers that have been referred by the First Source Center for up to 15 days after initial notification. Employers that need to hire on an emergency basis in order to maintain operations may hire from any source immediately, but still shall notify the First Source Center about available positions, and reasonably consider any candidates referred before hiring is complete.

New apprentice employment requirements for Prime Contractors. For each 20,000 construction work hours performed by a Prime Contractor and its subcontractors of any tier, such Prime Contractor and/its subcontractors of any tier shall act as a Subscribing Employer for at least one individual newly enrolled as an apprentice in an apprenticeship program registered with the New York State Department of Labor, and employ such new apprentice for an aggregate total of at least 1,000 hours of work on the prime contract or subcontracts.

- b. Non-construction employment. Each Employer shall undertake the following steps in the following order, in an effort to hire Targeted Workers to fill at least 25% of available jobs on the project or contract.
 - (i) Step One: Notification of job opportunities. When an Employer has an opening for an on-site job available, the Employer shall notify the First Source Center of the job opening and provide a description of job responsibilities and qualifications. Job qualifications shall be limited to qualifications directly related to performance of job duties.
 - (ii) Step Two: Consideration of Targeted Workers. The Employer shall then use standard hiring practices, including interviews, to consider all Targeted Workers referred by the First Source Center and meeting the qualifications described in the referral request during a five-day period after initial notification, or until all open on-site jobs are filled, whichever is sooner. The Employer shall make good-faith efforts to fill all available on-site jobs with Targeted Workers. If at the conclusion of the five-day period the Employer has been unable to fill all openings for on-site jobs with Targeted Workers, the Employer may use other recruitment methods. Employers that need to hire on an emergency basis in order to maintain operations may hire from any source immediately, but still shall notify the First Source Center about available positions, and reasonably consider any candidates referred before hiring is complete.
- c. Hiring discretion. Nothing in this policy requires that any Construction Contractor or Employer hire any particular individual. Each Construction Contractor shall have the sole discretion to judge the qualification of and to hire or decline to hire any individual referred by the First Source Center or any other source. In order to improve the first source system and the City's job training pipeline, each Employer that declines to hire a first source referral for an available position shall provide to the First Source Center a written account of reasons for rejecting such candidates.

2. Business Opportunities

a. Construction Contracts

- (i) Prime contracting. The City and each Developer shall have a goal of awarding at least 10% of prime contracts for construction work, including trucking services, to businesses based in the City. The City and the Developer shall make affirmative efforts to provide outreach to M/WBEs, including notification of bidding opportunities to a list of sources provided by the City, responsive communications with M/WBEs that express interest in bidding, and full and fair considerations of bids submitted by M/WBEs.

- (ii) Subcontracting. Each Prime Contractor shall have a goal of awarding at least 20% of the dollar value of subcontracts for construction work, including trucking services, to businesses based in the City. Each Prime Contractor shall make affirmative efforts to provide outreach to M/WBEs, including notification of bidding opportunities to a list of sources provided by the City, responsive communications with M/WBEs that express interest in bidding, and full and fair considerations of bids submitted by M/WBEs.
- (iii) Contracts and subcontracts for construction shall include the requirement to submit quarterly utilization reports in a form provided by the City indicating the number and percentage of Targeted Workers and M/WBEs employed at a job site, with certified payroll sheets listing employees' biweekly payroll.

b. Service contracts

- (i) The City, each Developer, Employers, and management entities operating portions of Public-Private Projects shall have a goal of awarding at least 20% of the dollar value of service contracts (not including construction contracts) to be performed on-site at the project to businesses based in the City. Entities awarding service contracts shall make affirmative efforts to provide outreach to M/WBEs, including notification of bidding opportunities to a list of sources provided by the City, responsive communications with M/WBEs that express interest in bidding, and full and fair considerations of bids submitted by M/WBEs.
- (ii) Service contracts shall include the requirement to submit quarterly utilization reports in a form provided by the City indicating the number and percentage of Targeted Workers and M/WBEs employed on Public-Private Projects, with certified payroll sheets listing employees' biweekly payroll.

3. Implementation

- a. This Policy applies to and shall be incorporated into all City Contracts and into contracts between the City and Developers related to Public-Private Projects. When parties referenced in this Policy engage subcontractors, tenants, and other parties to operate in Public-Private Projects or as participants in fulfillment of City Contracts, this Policy shall be incorporated by reference into relevant contracts as a material term, enforceable by the City as a third-party beneficiary.
- b. All parties with responsibilities under this Policy agree to provide information requested by the City as necessary to determine compliance with this Policy. Developers, Prime Contractors, and Employers shall provide annual public reports regarding compliance with this Policy.
- c. Developers, Construction Contractors, and Employers are subject to liquidated damages in cases of noncompliance with this Policy. Liquidated damages shall be assessed by the City only in cases of sustained, material noncompliance, and after notice and opportunity to correct. Developers, Construction Contractors, and Employers also agree to remedies of specific performance and other contractual or equitable remedies related to compliance with this Policy.
- d. If any provision of this Policy or any application thereof to any person or circumstances is held invalid by final judgment of any court of competent jurisdiction, such invalidity shall not affect other provisions or application of this Policy, which can be given effect without the invalid provision or application, and to this end the provisions of this Policy are

declared to be severable.

4. Nondiscrimination Policy

Each Construction Contractor, Employer, and Developer shall refrain from discrimination or harassment based on race, ethnicity, national origin, gender, gender identity, sexual orientation, age, religion, disability, veteran status, or any other basis prohibited by law, in all activities in furtherance of or on site of work performed in relation to a City Contract or a Public-Private Project. Such entities shall take active steps to ensure that all activities related to City Contracts and Public-Private Projects are conducted without discrimination or harassment on these bases by all employees and representatives.

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CITY OF NEW ROCHELLE

MONTHLY EMPLOYMENT UTILIZATION REPORT

USER INSTRUCTIONS:

1. Please read reverse side of this form for detailed instructions
2. Complete all applicable information, leave shaded boxes blank.
3. If more than 1 page is used, complete all information for "TOTAL THIS MONTH" and "GRAND TOTAL TO DATE" on last page only.
4. ALL PRIMES NOTE: This form should reflect an aggregate of your work force and all subcontractors.

This form submitted w/ payment application # _____	LIST SUBCONTRACTORS INCLUDED IN THIS REPORT (IF ANY)	FOR R.E. OFFICE USE ONLY REVIEWED BY: _____ DATE RECEIVED: / /	PAGE _____
	1		Actual Start Date
	2		Reporting Period From: _____ To: _____ % of Completion _____
	3		
	4		
	5		
	6		
7	Completion Date		

Project Title: _____

Contract #: _____

Location: _____

Prime Contractor's Name: _____

Address: _____

Phone: _____

Prepared By: _____ Date: _____

WORK HOURS OF EMPLOYEES

# 1 Construction Trade	# 2 Classification	# 3 Total All Employee Hours		# 4 Sum of All Employee Hours		# 5 Black		# 6 Hispanic		# 7 Asian		# 8 Native American		# 9 Total Minority Hours	# 10 % Minority Hours	# 11 % Female Hours	# 12 Total Number of Employees		# 13 Total Number of Minority Employees	
		M	F	(Add 3M + 3F)		M	F	M	F	M	F	M	F	(Add 5 thru 8)	(#9 DIV #4)	(#3F DIV #4)	M	F	M	F
	JOURNEY WORKER																			
	APPRENTICE																			
	SUBTOTAL																			
	JOURNEY WORKER																			
	APPRENTICE																			
	SUBTOTAL																			
	JOURNEY WORKER																			
	APPRENTICE																			
	SUBTOTAL																			
TOTAL THIS MONTH	TOTAL JOURNEY WORKER																			
	TOTAL APPRENTICE																			
	TOTAL SKILLED TRADES																			
	LABORERS																			
GRAND TOTAL FROM LAST MONTH	SKILLED TRADES																			
	LABORERS																			
GRAND TOTAL TO DATE	SKILLED TRADES																			
	LABORERS																			

For R.E. Office Use Only
Reviewed By: _____
Date: _____

COMPANY OFFICIAL'S SIGNATURE AND TITLE: _____ DATE SIGNED: _____

*Superintendents' hours should not be included in this form.

NOTE: The MEUR must be submitted within 5 business days of month end.

FILING MONTHLY EMPLOYMENT UTILIZATION REPORT

INSTRUCTIONS

The **Monthly Employment Utilization Report (MEUR)** is completed by each subject contractor and **signed by an Official of the company**. The report is to be submitted by the **5th day** of each month during the term of the contract, and it shall include the total work hours for each employee classification in each trade for the monthly reporting period. The prime contractor is responsible for submitting a MEUR, which aggregates its own workforce and its subcontractor's workforce. A MEUR is required each month until the contract is complete.

DEFINITIONS: Minority

BLACK persons having origins in any of the Black African racial groups not of Hispanic origin;

HISPANIC persons of Puerto Rican, Mexican, Dominican, Cuban, Central, or South American culture or origin, regardless of race; (Please note: Hispanic does not include Portuguese, a person of Portuguese, Brazilian or other Portuguese culture or origin.

ASIAN and PACIFIC islander persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands; and

AMERICAN INDIAN or ALASKAN native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

Reporting Period

From the First to the End of each Month. Example: 1/1/1994 until 1/31/1994

Percentage of Job Completed

Percent of project work completed by the contractor or subcontractors as of the end of the reporting period.

Work Hours of Employment

The number of hours worked by employees in the designated classification for each construction trade; the totals for the current month; and the totals to date.

COLUMN ENTRIES:

- | | |
|---------------------------|---|
| 1. Construction Trade | List only those construction crafts utilized for this contract. |
| 2. Classification | The status of the worker in the trade (Journey Worker, Apprentice, Laborer.)
Please note: Only working foreman's hours should be included.
Superintendents' hours should not be included. |
| 3. Total All Employees | The total number of male hours and the total number of female hours worked by employees in each classification. |
| 4. Sum Hours | Add columns #3 Male hours and #3 Female hours |
| 5.– 8. Specified Minority | The total number of male hours and the total number of female hours worked by each specified group of minority employees (Black, Hispanic, Asian, Native American) in each classification. |
| 9. Total Minority Hours | The total number of male hours and the total number of female hours worked by minority employees in each classification (add columns #5 thru #8). |
| 10. % Minority Hours | The percentage of total minority work-hours of all work-hours in each classification (column #9 divided by column #4). |
| 11. % Female Hours | The percentage of female work-hours of all work hour-hours in each classification (column #3 Female divided by column #4) |
| 12. Total # Employees | Total number of male and female employees on the payroll working in each classification during the reporting period. |
| 13. Total # Minorities | Total number of male and female minority employees on the payroll working in each classification during the reporting period. |

I. NEW YORK STATE AFFIRMATIVE ACTION REQUIREMENTS

(BID CONDITIONS – EQUAL EMPLOYMENT OPPORTUNITY)

(For all State and State-Assisted Construction Contracts to be awarded in this County of the State of New York, with the exception of those contracts which involve Federal assistance and for which Federal Bid Conditions are required).

PART I

The provisions of this Part I apply to Bidders, Contractors and Subcontractors with respect to those construction trades for which they are parties to collective bargaining agreements with a labor organization or organizations and who together with such labor organizations have agreed to the Westchester County, New York area Equal Employment Opportunity Agreement (but only as to those trades as to which there are commitments by labor organizations to specific goals of minority manpower utilization) between the Building Trades Employers Association of said County, the Builder's Institute of Westchester & Putnam Counties, various labor organizations, General and Specialty Contractors and their associations and the minority coalition, together with all implementing agreements that have been and may hereafter be developed pursuant thereto, all of which documents are incorporated herein by reference and are hereinafter cumulatively referred to as the "Westchester County Plan."

Any Bidder, Contractor or Subcontractor using one or more trades of construction employees must either comply with Part I or Part II or these Bid Conditions as to each such trade. Thus, a Bidder, Contractor or Subcontractor may be in compliance with these conditions by its inclusion, with its union, in the Westchester County Plan as to trade "A", provided there is set forth in the Westchester County Plan a specific commitment by that union to a goal of minority manpower utilization for such trade "A", thereby meeting the provisions of this Part I, and by its commitment to Part II in regard to trade "B" in the instance in which it is not included in the Westchester County Plan, and, therefore, cannot meet the provisions of this Part I.

To be eligible for award of a contract under Part I of this invitation, a Bidder or Subcontractor must execute the certification required by Part III hereof.

PART II

A. COVERAGE

The provisions of this Part II shall be applicable to those Bidders, Contractors, and Subcontractors, who, in regard to those construction trades to be utilized on the Project to which these bid conditions pertain:

1. Are not or hereafter cease to be signatories to the Westchester County Plan referred to in Part I hereof;
2. Are signatories to the Westchester County Plan, but are not parties to collective bargaining agreements;
3. Are signatories to the Westchester County Plan, but are parties to collective bargaining agreements with labor organizations who are not or hereafter cease to be signatories to

the Westchester County Plan.

4. Are signatories to the Westchester County Plan but as to which no specific commitment to goals of minority manpower utilization by labor organization have been executed pursuant to the Westchester County Plan; or,
5. Are no longer participating in an affirmative action plan acceptable to the Industrial Commissioner, including the Westchester County Plan.

B. REQUIREMENT: AN AFFIRMATIVE ACTION PLAN:

The bidders, contractors and subcontractors described in paragraphs 1 through 5 aforementioned will not be eligible for award of a contract under this Invitation for Bids, unless it certifies as prescribed in paragraph 2b of the certification specified in Part III hereof that it adopts the minimum goals and timetables of minority manpower utilization (1) and specific affirmative action steps set forth in Section B.1 and 2 of this Part II directed at increasing minority manpower utilization by means of applying good faith efforts to carrying out such steps; or is deemed to have adopted such a program pursuant to Section B.3 of this Part II.

1. Goals and Timetables:

The goals of minority manpower utilization required of the bidder and subcontractors are applicable to each trade not otherwise bound by the provisions of Part I hereof which will be used on the project in Westchester County, New York (hereinafter referred to as the "Area") shall be 11.0%-13.0%.

The percentage goals of minority manpower utilization aforementioned are expressed in terms of man-hours of training and employment as a proportion of the total man-hours to be worked by the Bidder's, Contractor's and Subcontractor's entire work force in that trade on all projects (both state and non-state) in the Area during the performance of its Contract or Subcontract. The man-hours for minority work and training must be substantially uniform throughout the length of the contract, on all projects and for each of the trades. Further, the transfer of minority employees or trainees from employer-to-employer or from project-to-project for the sole purpose of meeting the contractor's or subcontractor's goal shall be a violation of these conditions. In reaching the goals of minority manpower utilization required of bidder, contractors and subcontractors pursuant to this Part II, every effort shall be made to find and employ qualified journeymen. However, where minority journeymen are not available, minority trainees in pre-apprenticeship, apprenticeship, journeyman training or other training programs may be used.

In order that the non-working training hours of trainees may be counted in meeting the goal, such trainees must be employed by the contractor during the training period, the contractor must have made a commitment to employ the trainees at the completion of their training subject to the availability of employment opportunities and the trainees must be trained pursuant to established training programs which must be the equivalent of the training programs now or hereafter provided for in the Westchester County Plan with respect to the nature, extent and duration of training offered.

A contractor or subcontractor shall be deemed to be in compliance with the terms and requirements of this Part II by the employment and training of minorities in the appropriate percentage of his aggregate work force in the Area for each trade for which it is committed to a goal under this Part II.

However, no contractor or subcontractor shall be found to be in non-compliance solely on account of its failure to meet its goals within its timetables, but such Contractor shall be given the opportunity to demonstrate that it has instituted all of the specific affirmative action steps specified in this Part II and has made every good faith effort to make these steps work toward the attainment of its goals within its timetables, all to the purpose of expanding minority manpower utilization on all of its projects in the Area.

In all cases, the compliance of a bidder, contractor or subcontractor will be determined in accordance with its respective Obligations under the terms of these Bid Conditions. Therefore, contractors or subcontractors who are governed by the provisions of this Part II shall be subject to the requirements of that Part regardless of the obligations of its prime contractor or low tier subcontractors.

2. All bidders and all contractors and subcontractors performing or to perform work on projects subject to these Bid Conditions hereby agree to inform their subcontractors of their respective obligations under the terms and requirements of these Bid Conditions, including the provisions relating to goals of minority employment and training.
3. Specific Affirmative Action Steps: Bidders, contractors and subcontractors subject to this Part II must engage in affirmative action directed at increasing minority manpower utilization, which is at least as extensive and as specific as the following steps:
 - a. The Contractor shall notify community organizations that the Contractor has employment opportunities available and shall maintain records of the organizations' response.
 - b. The Contractor shall maintain a file of the names and addresses of each minority worker referred to him/her and what action was taken with respect to each such referred worker, and if the worker was not sent to the union hiring hall for referral or if such worker was not employed by the contractor, the contractor's file shall document this and the reasons therefore.
 - c. The Contractor shall promptly notify the City when the union or unions with whom the Contractor has a collective bargaining agreement has not referred to the Contractor a minority worker sent by the Contractor or the Contractor has other information that the union referral has impeded Contractor in efforts to meet goal.
 - d. The contractor shall participate in training programs in the area, especially those funded by the Department of Labor.
 - e. The contractor shall disseminate EEO policy within own organization by including it in any policy manual, by publicizing it in company newspapers, annual reports, etc., by conducting staff, employee and union representatives' meetings to explain and discuss the policy, by posting of the policy, and by specific review of the policy with minority employees.
 - f. The contractor shall disseminate his EEO policy externally by informing and discussing it with all recruitment sources, by advertising in news

- media, specifically including minority news media, and by notifying and discussing it with all subcontractors and suppliers.
- g. The contractor shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority organizations, schools with minority students, minority recruitment organizations, and minority training organizations, within the contractor's recruitment area.
 - h. The contractor shall make specific efforts to encourage present minority employees to recruit their friends and relatives.
 - i. The contractor shall validate all worker specifications, selection requirements, test, etc.
 - j. The contractor shall make every effort to promote after-school, summer and vacation employment to minority youth.
 - k. The contractor shall develop on-the-job training opportunities and participate and assist in any association or employer-group training programs relevant to the contractor's employee needs consistent with its obligations under this Part II.
 - l. The contractor shall continually inventory and evaluate all minority personnel for promotion opportunities and encourage minority employees to seek such opportunities.
 - m. The contractor shall make sure that seniority practices, job classifications, etc., do not have a discriminatory effect.
 - n. The contractor shall make certain that all facilities and company activities are non-segregated.
 - o. The contractor shall continually monitor all personnel activities to ensure that EEO policy is being carried out.
 - p. The contractor shall solicit bids for subcontracts from available minority subcontractors engaged in the trades covered by these Bid Conditions, including circulation of minority contractor associations.
4. Contractors and Subcontractors Deemed to be Bound by Part II: In the event a Contractor or Subcontractor, who is at the time of bidding eligible under Part I of these Bid Conditions, is no longer participating in an affirmative action plan acceptable to the Industrial Commissioner, including the, shall be deemed to be committed to Part II of these Bid Conditions. Further, whenever a contractor or subcontractor is deemed to be committed to Part II of these Bid Conditions shall be considered to be committed to a manpower utilization percentage goal of the minimum range for that trade for the appropriate year.
 5. Subsequent Signatory to the Westchester County Plan: Any contractor or subcontractor subject to the requirements of this Part II for any trade at the time of the submission of his bid who together with the labor organization with whom it has a collective bargaining agreement subsequently becomes a signatory to the Westchester County Plan, either individually or through an association, may meet its requirements under these Bid Conditions for such trade, if such contractor or subcontractor executes and submits a new certification committing to Part I of these Bid Conditions. No contractor or subcontractor shall be deemed to be subject to the requirements of Part I until such certification is executed and submitted.

6. Non-Discrimination: In no event may a contractor or subcontractor utilize the goals, timetables or affirmative action steps required by this Part II in such a manner as to cause or result in discrimination against any person on account of race, color, religion, sex or national origin.

(NO TEXT HERE)

PART III

A. BIDDER'S CERTIFICATIONS

A bidder will not be eligible for award of a contract under this Invitation for Bids unless such bidder has submitted as a part of its bid the following certification, which will be deemed a part of the resulting Contract:

BIDDERS' CERTIFICATION

_____ certifies that:
(Bidder)

1. It intends to use the following listed construction trades in the work under the Contract:

_____ ; and

a. As to those trades set forth in the preceding paragraph one hereof for which it is eligible under Part I of these Bid Conditions for participation in the Westchester County Plan, it will comply with the Westchester County area within the scope of coverage of that Plan, those trades being:

_____, and/or

b. As to those trades for which it is required by these Bid Conditions to comply with Part I of these Bid Conditions, it adopts the minimum minority manpower utilization goals and the specific affirmative action steps contained in said Part II , for all construction work (both state and non-state) in the Westchester County area subject to these Bid Conditions, those trades being:

_____ and

2. It will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these Bid Conditions.

(Signature of authorized representative of bidder)

B. SUBCONTRACTORS' CERTIFICATIONS

Prior to the award of any subcontract under this Invitation for bids, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontract:

SUBCONTRACTORS' CERTIFICATION

_____ certifies that:
(Subcontractor)

1. It intends to use the following listed construction trades in the work under the subcontract

_____;

2. a. As to those trades set forth in the preceding paragraph one hereof for which it is eligible under Part I of these Bid Conditions for participation in the Westchester County Plan, it will comply with the Westchester County Plan on all construction work (both state and non-state) in the Westchester County area subject to these Bid Condition, those trades being: _____
_____; and

b. As to those trades for which it is required by these Bid Conditions to comply with Part II of these Bid Conditions, it adopts the minimum minority manpower utilization goals and the specific affirmative action steps contained in said Part II for all construction work (both state and non-state) in the Westchester County area subject to these Bid Conditions, those trades being:

_____; and

3. It will obtain from each of its subcontractors prior to the award of any subcontract under this subcontract the subcontractor certification required by these Bid Conditions.

(Signature of authorized representative of bidder)

In order to ensure that the said subcontractors' certification becomes a part of all subcontracts under the prime contract, no subcontract shall be executed until an authorized representative of the City has determined, in writing, that the said certification has been incorporated in such subcontract, regardless of tier. Any subcontract executed without such written approval shall be void.

C. MATERIALLY AND RESPONSIVENESS

The certifications required to be made by Bidder pursuant to these Bid Conditions is material, and will govern the Bidder's performance on the project and will be made a part of bid. Failure to submit the certification will render the bid non-responsive.

PART IV – COMPLIANCE AND ENFORCEMENT

Contractors are responsible for informing their Subcontractor (regardless of tier) as to their respective obligations under Parts I and II hereof (as applicable). Bidders, Contractors and Subcontractors hereby agree to refrain from entering into any contract or contract modification with a Contractor debarred from, or who is determined not to be a "Responsible" Bidder for, state contracts and state-assisted construction contracts. The Bidder, Contractor or Subcontractor shall carry out such sanctions and penalties for violation of the equal opportunity clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by the administering agency or the contracting agency. Any Bidder, Contractor or Subcontractor who shall fail to carry out such sanctions and penalties shall be deemed to be in non-compliance with these Bid Conditions.

Nothing herein is intended to relive any Contractor or Subcontractor during the term of its contract on this project from compliance with the Equal Opportunity Clause of its contract, with respect to matters not covered in the Westchester County Plan or in Part II of these Bid Conditions.

Violation of any substantial requirement in the Westchester County Plan by a Contractor or Subcontractor covered by Part I of these Bid Conditions including the failure of such Contractor or Subcontractor to make a good faith effort to meet its fair share of the trade's goals of minority manpower utilization, or of the requirements of Part II hereof by a Contractor or Subcontractor who is covered by Part II shall be deemed to be non-compliance by such Contractor or Subcontractor with the Equal Opportunity Clause of the contract, and shall be grounds for imposition of appropriate sanctions and penalties.

Each agency shall review its Contractors' and Subcontractors' employment practices during the performance of the contract. If the agency determines that the Westchester County Plan no longer represents effective affirmative action, it shall so notify the New York State Department of Labor (NYSDOL) which shall be solely responsible for any final determination of that question and the consequences thereof.

In regard to Part II of these conditions if the Contractor or Subcontractor meets its goals or if the Contractor or Subcontractor can demonstrate that it has made every good faith effort to meet those goals, the Contractor or Subcontractor shall be presumed to be in compliance with its obligations under these Bid Conditions and no formal sanctions or proceedings leading toward sanctions shall be instituted unless the agency otherwise determines that the Contractor or Subcontractor is not providing equal employment opportunities. In judging whether a Contractor or Subcontractor has met its goals; the agency will consider each Contractor's or Subcontractor's minority manpower utilization of its Subcontractors. Where the agency finds that the Contractor or Subcontractor has failed to comply with its obligations under these Bid Conditions, the agency shall take such action and impose such sanctions as may be appropriate. When the agency proceeds with such formal action it has the burden of proving that the Contractor has not met the requirements of these Bid Conditions, but the Contractor's failure to meet his goals shall shift to him the requirement to come forward with evidence to show that he has met the "good faith" requirements of these Bid Conditions by instituting at least the Specific Affirmative Action steps listed above and by making every good faith effort to make those steps work toward the attainment of its goals within its timetables.

Contractors and Subcontractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the contracting or administering agency or the Department of Labor.

For the information of Bidders, a copy of the Westchester County Plan may be obtained from the contracting officer.

(NO TEXT HERE)

**SECTION B
BID PROPOSAL**

Fed. ID# (or SS#) _____

Proposal of _____

(hereinafter-called "Bidder") _____

a Corporation/ a Partnership/ an Individual doing business as _____

_____, to the _____ (hereinafter called "Owner")

The Bidder, in compliance with your Invitation for Bids for the construction of

_____ having

examined the Bid Documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Bid Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Bid Documents, of which this proposal becomes a part thereof.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within consecutive calendar days thereafter as stipulated in the Bid Documents. Bidder further agrees to pay as liquidated damages, the sum set forth in Schedule A for each consecutive calendar day there after that the work is not completed as hereinafter provided in the General and Special Conditions of the Contract Documents.

Bidder acknowledges receipt of the following addendum (LIST ALL):

	<u>ADDENDUM</u>	<u>DATE</u>	<u>SIGNATURE OF PERSON</u> <u>SIGNING PROPOSAL</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

TOTAL BID PRICE: Bidder agrees to perform all of the _____
 _____ work
 described in the Bid Documents for the sum of _____
 _____ (amount shall
 be shown in both words and figures. In case of discrepancy, the amount shown in words will govern)

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 45 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute a formal contract with the Owner and deliver the required Insurance Coverage and Surety Bonds within ten (10) business days thereafter.

The Bid Security attached in the sum of _____
 _____ \$ _____ is to
 become property of the Owner in the event the required Bonds and Insurance are not provided and the contract is not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully Submitted:
 BY: _____
 (Signature)

 (Title)

(SEAL: if Bid is by a Corporation)

CONTRACTOR'S QUALIFICATION STATEMENT

The signatory of this questionnaire certifies under oath the truth and correctness of all statements and of all answers to interrogatories hereinafter made.

SUBMITTED TO: Commissioner of Public Works City of New Rochelle

SUBMITTED BY: _____ A Corporation; A Co-Partnership; An Individual

PRINCIPAL OFFICE: _____

Telephone: _____

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Background Profession of Trade</u>

Persons of firms submitting bids must be engaged in the liens of work required in these specifications or shall be able to refer to work of similar character performed by them. Proposers must present satisfactory evidence of experience, ability and financial standing, and also a statement as to their plant and machinery.

1. How many years has your organization been in business as a general contractor under its present name?

2. We normally perform _____% of the work without own forces. List trades below: _____

3. Have you ever failed to complete any work awarded to you? ___ If so, note where and why? _____

4. List the major construction projects your organization has under way on this date. _____

5. DESIGNATION OF ASPHALTIC CONCRETE MIXING PLANT

Whenever asphaltic concrete paving is included in the scope of the contract, this form shall be completed in full and made a binding part of the Bidder's Proposal. In the event that the plant designated is not owned by the Contractor, before the award is made he shall be required to furnish a statement from the Plant Owner that the asphaltic concrete material required under the Contract will be furnished in accordance with the specifications, and at a rate sufficient to progress the work properly to the satisfaction of the Commissioner of Public Works.

All plant asphaltic concrete required under this contract will be manufacture at the plant of _____ located at _____ except that, in the event of an emergency, to be determined by the Commissioner of Public Works, the same may be manufactured elsewhere.

Bidder: _____

By: _____

Title: _____

6. List five (5) major projects your organization has completed in the past five (5) years:

Project	Owner	Architect	Contract Amount	Completion Date

7. List the construction experience of the principal individuals of your organization (particularly the Anticipated Project Supervisors)

Individual's Name	Present Position or Office	Years of Experience	Types of work for which responsible	In What Capacity

8. Itemized list of Bidder's major plant and equipment:

9. Bank References _____

10. Trade Association Memberships _____

11. Attach State of Financial Conditions, including contractor's latest regular dated financial statement or balance sheet.

Date of current statement or balance sheet: _____

Name of Firm preparing statement: _____

Dated at _____ this _____ day of _____ 20 _____

Name of Organization: _____

By: _____

Title: _____

STATE OF _____)

SS:

COUNTY OF _____)

As _____ being duly sworn deposes and says that he/she is the _____ of

_____ Contractor and that answers to the foregoing questions and all statements therein contained are true and correct.

SWORN TO BEFORE ME THIS _____ DAY OF _____

NOTARY PUBLIC

My Commission Expires:

CERTIFICATE OF CONTRACTOR'S
QUALIFICATION STATEMENT

CURRENT

I certify that (our) (my) Qualification Statement dated _____
as on file with the Department of Public Works, City of New Rochelle, New York, is current and
that it reflects (our) (my) organization, operations, and financial status as of this
_____ day of _____:
with the following exceptions

STATE OF _____)

SS:

COUNTY OF _____)

As _____ being duly sworn
deposes and says that he/she is the _____ of
_____ Contractor and
that answers to the foregoing questions and all statements therein contained are true and
correct.

SWORN TO BEFORE ME THIS _____ DAY OF _____

NOTARY PUBLIC

My Commission Expires:

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 he has fully informed himself/herself regarding the accuracy of 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 signator 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 following project

(Describe Project)

and to include in such bid or proposal the certificate as to non-collusion required by section one-hundred-three-d (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 _____
_____ Corporation at a meeting
of the Board of Commissioners held on the _____ day of _____.

(SEAL OF THE CORPORATION)

Secretary

NEW YORK STATE AFFIRMATIVE ACTION CERTIFICATION
(TO BE COMPLETED BY EACH BIDDER)

Bidder's Certifications: (See Section I, Part III)

A Bidder will not be eligible for award of a contract under this Invitation for Bids unless such Bidder has submitted as a part of its bid the following certification, which will be deemed a part of the resulting contract:

BIDDERS CERTIFICATION

(Bidder)

Certifies that:

- 1. It intends to use the following listed construction trades in the work under the Contract

_____ and;

- 2. a. As to those trades set forth in the preceding paragraph one hereof for which it is eligible under Part I of these Bid Conditions, it will comply with the Westchester County Affirmative Action requirements for Public Works Contracts, area within the scope of coverage of that Plan, those trades being:

_____ and/or;

- b. As to those trades for which it is required by these Bid Conditions to comply with Part II of these Bid Conditions, it adopts the minimum minority manpower utilization goals and the specific affirmative action steps contained in said Part II, for all construction work (both state and non-state) in the aforementioned area subject to these Bid Conditions, those trades being:

_____ and;

- 3. It will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontractor under this contract the subcontractor certification required by these Bid Conditions.

(Signature of Authorized Representative of Bidder)

SCHEDULE OF VALUES

IN THE CITY OF NEW ROCHELLE, NEW YORK

1923 BUILDING RENOVATIONS (Phase 1) – Flowers Park

Single Prime Contract - Prevailing Wage Rate Project

The Bidder shall provide a breakdown of their lump sum base bid in a schedule of values as follows:

Item	Unit	Quantity	Value
General Requirements			
01 Mobilization	1	LS	
01 General Conditions	1	LS	
01 Bond	1	LS	
01 Submittals	1	LS	
01 Temporary Facilities	1	LS	
01 Temporary Utilities	1	LS	
01 Closeout	1	LS	
General Requirements Subtotal			\$
Construction			
02 Demolition - Materials	1	LS	
02 Demolition - Labor	1	LS	
03 Concrete - Materials	1	LS	
03 Concrete - Labor	1	LS	
04 Masonry - Materials	1	LS	
04 Masonry - Labor	1	LS	
05 Steel - Materials	1	LS	
05 Steel - Labor	1	LS	
06 Wood and Plastics - Materials	1	LS	
06 Wood and Plastics - Labor	1	LS	
07 Thermal & Moisture Protection - Materials	1	LS	
07 Thermal & Moisture Protection - Labor	1	LS	
08 Doors and Windows - Materials	1	LS	
08 Doors and Windows - Labor	1	LS	
09 Finishes - Materials	1	LS	
09 Finishes - Labor	1	LS	

10 Specialties - Materials	1	LS	
10 Specialties - Labor	1	LS	
11 Equipment - Materials	1	LS	
11 Equipment - Labor	1	LS	
12 Furnishings - Materials	1	LS	
12 Furnishings - Labor	1	LS	
13 Special Construction - Materials	1	LS	
13 Special Construction - Labor	1	LS	
22 Plumbing Demolition	1	LS	
22 Plumbing - Materials	1	LS	
22 Plumbing - Labor	1	LS	
23 HVAC Demolition	1	LS	
23 HVAC - Materials	1	LS	
23 HVAC - Labor	1	LS	
26 Electrical Demolition	1	LS	
26 Electrical - Materials	1	LS	
26 Electrical - Labor	1	LS	
28 Electronic Safety – Demolition (if any)	1	LS	
28 Electronic Safety - Materials	1	LS	
28 Electronic Safety - Labor	1	LS	
31 Earthwork - Materials	1	LS	
31 Earthwork - Labor	1	LS	
32 Exterior Improvements - Materials	1	LS	
32 Exterior Improvements - Labor	1	LS	
33 Utilities - Materials	1	LS	
33 Utilities - Labor	1	LS	
Other - Materials	1	LS	
Other - Labor	1	LS	
Construction Subtotal			\$
Grand Total (General Requirements Plus Construction)			\$

TOTAL BASE BID PRICE: Bidder agrees to perform all the work described in the Bid documents for the sum of \$ _____

Written in Words:

ADD ALTERNATE No. 1: Renovation of locker rooms at first floor. Bidder agrees to perform all the work described in the Bid documents for the sum of \$ _____

Written in Words: _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

Bidder understands that the Owner reserves the right to analyze the schedule of bids in the bid review and reject any or all bids to waive any informality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing of time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute a formal contract with the Owner and deliver the required Insurance Coverage and Surety Bonds within ten (10) business days thereafter.

The Bid security attached in the sum of \$ _____

is to become the property of the Owner in the event the required Bonds and Insurance are not provided and the contract is not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully Submitted

By: _____

(Signature)

(Title)

(Seal: if Bid is by Corporation)

END OF SCHEDULE OF VALUES

TABLE OF CONTENTS

	PAGE
GENERAL AGREEMENT	
CHAPTER I THE CONTRACT AND DEFINITIONS	C-1
ARTICLE 1. THE CONTRACT	C-1
ARTICLE 2. DEFINITIONS	C-1
CHAPTER II THE WORK AND ITS PERFORMANCE	C-3
ARTICLE 3. CHARACTER OF THE WORK; WORKMANSHIP AND MATERIALS	C-3
ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION	C-4
ARTICLE 5. CONTRACTORS	C-5
ARTICLE 6. INSPECTION AND ACCEPTANCE	C-6
ARTICLE 7. PROTECTION OF WORK AND OF PERSONS AND PROPERTY: NOTICES AND INDEMNIFICATION	C-7
CHAPTER III TIME PROVISIONS	C-8
ARTICLE 8. COMMENCEMENT AND PROSECUTION OF WORK; TIME FOR COMPLETION; LIQUIDATED DAMAGES	C-8
ARTICLE 9. PROGRESS SCHEDULES	C-11
ARTICLE 10. COORDINATION WITH OTHER CONTRACTORS	C-11
ARTICLE 11. NO DAMAGES FOR DELAY	C-13
ARTICLE 12. SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE OF WORK	C-13
ARTICLE 13. OCCUPATION OR USE PRIOR TO COMPLETION	C-14
CHAPTER IV SUBCONTRACTS AND ASSIGNMENTS	C-14
ARTICLE 14. SUBCONTRACTS	C-14
ARTICLE 15. ASSIGNMENTS	C-16
[ARTICLES 16, 17 AND 18 INTENTIONALLY OMITTED]	C-16
CHAPTER V CONTRACTOR'S SECURITY AND GUARANTY	C-16
ARTICLE 19. PERFORMANCE SECURITY	C-16
ARTICLE 20. RETAINED PERCENTAGES	C-16
ARTICLE 21. MAINTENANCE AND GUARANTY	C-17
ARTICLE 22. INSURANCE	C-17
ARTICLE 23. MONEY RETAINED AGAINST CLAIMS	C-17
CHAPTER VI CHANGES, EXTRA WORK AND DOCUMENTATION OF CLAIM	C-18
ARTICLE 24. CONTRACT CHANGES	C-18
ARTICLE 25. METHODS OF PAYMENT FOR EXTRA WORK	C-18
ARTICLE 26. DISPUTES	C-21
ARTICLE 27. RECORD KEEPING FOR EXTRA WORK OR DISPUTED WORK	C-23
ARTICLE 28. OMITTED WORK	C-24
ARTICLE 29. NO ESTOPPEL	C-24

ARTICLE 30. WAIVER, MODIFICATIONS AND APPROPRIATIONS	C-24
CHAPTER VII POWERS OF THE RESIDENT ENGINEER AND COMMISSIONER	C-25
ARTICLE 31. THE RESIDENT ENGINEER	C-25
ARTICLE 32. THE COMMISSIONER	C-25
CHAPTER VIII CONTRACT PRICE AND PAYMENTS	C-26
ARTICLE 33. CONTRACT PRICE	C-26
ARTICLE 34. PARTIAL PAYMENTS	C-26
ARTICLE 35. CONTRACTOR'S PAYMENT TO SUBCONTRACTORS	C-27
ARTICLE 36. SUBSTANTIAL COMPLETION PAYMENT	C-27
ARTICLE 37. FINAL PAYMENT	C-28
ARTICLE 38. ACCEPTANCE OF FINAL PAYMENT	C-28
ARTICLE 39. LIENS	C-29
ARTICLE 40. WITHHOLDING OF PAYMENTS	C-29
CHAPTER IX LABOR PROVISIONS	C-29
ARTICLE 41. EMPLOYEES	C-29
ARTICLE 42. AFFIRMATIVE ACTION POLICIES; EMPLOYER AND PROFESSIONAL RESPONSIBILITIES	C-30
ARTICLE 43. LABOR LAW PROVISIONS	C-30
ARTICLE 44. NON-DISCRIMINATION REQUIREMENTS	C-32
CHAPTER X CONTRACTOR'S DEFAULT; TERMINATION	C-32
ARTICLE 45. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT	C-32
ARTICLE 46. QUITTING THE SITE	C-34
ARTICLE 47. TERMINATION BY THE CITY	C-34
ARTICLE 48. COMPLETION OF THE WORK	C-35
ARTICLE 49. PARTIAL DEFAULT	C-35
ARTICLE 50. PERFORMANCE OF UNCOMPLETED WORK	C-36
ARTICLE 51. OTHER REMEDIES	C-36
CHAPTER XI MISCELLANEOUS PROVISIONS	C-36
ARTICLE 52. CITY'S RIGHT TO AUDIT AND INSPECT RECORDS	C-36
ARTICLE 53. BUSINESS ETHICS	C-37
ARTICLE 54. INVESTIGATION CLAUSE	C-38
ARTICLE 55. CONTRACTOR'S WARRANTIES	C-40
ARTICLE 56. CONTRACTOR PERFORMANCE EVALUATION AND CRITERIA	C-40
ARTICLE 57. CLAIMS AND ACTIONS	C-41
ARTICLE 58. NO CLAIM AGAINST OFFICIALS, OFFICERS, AGENTS OR EMPLOYEES	C-41
ARTICLE 59. INFRINGEMENTS	C-42
ARTICLE 60. NOTICES	C-42
ARTICLE 61. SEVERABILITY	C-42
ARTICLE 62. ANTITRUST ASSIGNMENT	C-42
ARTICLE 63. CHOICE OF LAW	C-42

ARTICLE 64. TAX EXEMPTION	C-43
ARTICLE 65. COMPLIANCE WITH LAWS	C-43
ARTICLE 66. MERGER CLAUSE	C-43
ARTICLE 67. CONFLICTS; HEADINGS	C-43

CITY OF NEW ROCHELLE

GENERAL AGREEMENT

THIS GENERAL AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the City of New Rochelle, a municipal corporation of the State of New York, having offices at 515 North Avenue, New Rochelle, New York 10801 (“City”), and _____, a _____, having offices at _____ (“Contractor”).

WITNESSETH:

The parties, in consideration of the mutual agreements contained herein, agree as follows:

CHAPTER I: THE CONTRACT AND DEFINITIONS

ARTICLE 1. THE CONTRACT

1.1 Except for titles, subtitles, headings, running headlines, tables of contents, and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of this Contract:

- 1.1 The Advertisement;
- 1.2 The Information For Bidders;
- 1.3 The Bid and Bidder’s Affidavit;
- 1.4 This General Agreement;
- 1.5 Schedule “A” to the General Agreement;
- 1.6 The Specifications;
- 1.7 The Contract Drawings;
- 1.8 All Addenda issued by the City;
- 1.9 All provisions required by Law to be inserted in this Contract, whether actually inserted or not;
- 1.10 The Notice of Award;
- 1.11 Performance and Payment Bonds and Insurance Policies and Certificates; and,
- 1.12 Notice to Proceed.

ARTICLE 2. DEFINITIONS

2.1 The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context:

- 2.1.1 “Addendum” or “Addenda” shall mean the additional Contract provisions and/or technical clarifications issued in writing by the City prior to the receipt of bids.
- 2.1.2 “Allowance” shall mean a sum of money which the City may include in the total amount of the Contract for such specific contingencies as the City believes may be necessary to complete the Work, and for which the Contractor will be paid on the basis of stipulated

unit prices or a formula set forth in the Contract or negotiated between the parties provided, however, that if the Contractor is not directed in writing to use the Allowance, the Contractor shall have no right to such money and it shall be deducted from the total amount of the Contract.

- 2.1.3 “City” shall mean the City of New Rochelle.
- 2.1.4 “Commissioner” shall mean the head of the Department of Public Works for the City and/or his duly authorized representatives.
- 2.1.5 “Contract” or “Contract Documents” shall mean each of the various parts of the Contract referenced in Article I hereof, as a whole and severally.
- 2.1.6 “Contract Drawings” shall mean only those drawings specifically entitled as such and listed in the Specifications or in any Addendum, or any drawings furnished by the Resident Engineer pertaining or supplemental thereto.
- 2.1.7 “Contractor” shall mean the party defined in the preamble hereto, and its, their, his/her successors, personal representatives, executors, administrators, and assigns, and any person or entity which shall at any time be substituted in the place of the Contractor under this Contract.
- 2.1.8 “Contract Work” shall mean everything required to be furnished and done by the Contractor by any part or parts of the Contract referred to in Article 1, except Extra Work as hereinafter defined; it being understood that in case of any inconsistency between any part or parts of this Contract, the Resident Engineer shall determine what shall prevail.
- 2.1.9 “Days” shall mean calendar days, except where otherwise specified.
- 2.1.10 “Extra Work” shall mean Work, materials and/or equipment needed to complete the Project that was not required by the Contract at the time of its execution.
- 2.1.11 “Final Acceptance” shall mean final written acceptance of all Work by the City after the period of maintenance set forth in Article 21.
- 2.1.12 “Final Approved Punch List” shall mean a list, approved pursuant to Article 12.1.2, specifying those items of Work to be completed by the Contractor after Substantial Completion and dates for the completion of each item of Work.
- 2.1.13 “Law” or “Laws” shall mean the Constitution of the State of New York, the New Rochelle City Charter and Code, a statute of the United States or of the State of New York, a local law of the City of New Rochelle, and any ordinance, rule, regulation or judicial decision having the force of law, or common law.
- 2.1.14 “Materialman” shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or any Subcontractor to fabricate or deliver, or who actually fabricates or delivers, plant, materials or equipment to be incorporated in the Work.
- 2.1.15 “Means and Methods of Construction” shall mean the labor, materials, temporary structures, tools, plants, and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by this Contract.
- 2.1.16 “Notice to Proceed” shall mean the written notice issued by the Commissioner specifying the time for commencement of the Work.
- 2.1.17 “Other Contractor(s)” shall mean any contractor, other than the Contractor who executed this Contract or its Subcontractors, who has a contract with the City for work on or adjacent to the Site of the Work.
- 2.1.18 “Project” shall mean the public improvement to which this Contract relates.

- 2.1.19 “Required Quantity” in a unit price Contract shall mean the actual quantity of any item of Work or materials which is required to comply with the Contract.
- 2.1.20 “Resident Engineer” shall mean the City Engineer or his/her designee, including a private architect, engineer or project manager, as the case may be.
- 2.1.21 “Site” shall mean the area upon or in which the Contactor’s operations are carried on, and such other adjacent areas as may be designated by the Resident Engineer.
- 2.1.22 “Specifications” shall mean all of the directions, requirements, and standards of performance applying to the Work needed to complete the Project.
- 2.1.23 “Subcontractor” shall mean any person, firm or corporation, other than employees of the Contractor, who contracts with the Contractor or with its Subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, or superintendence, supervision and/or management at the Site.
- 2.1.24 “Substantial Completion” shall mean the written determination by the Resident Engineer that the Work required under this Contract is substantially, but not entirely, and approved pursuant to Article 12.
- 2.1.25 “Work” shall mean everything required to be furnished and done by the Contractor to complete the Project in accordance with the Contract Documents, including without limitation, labor, material, superintendence, management, administration, equipment, and incidentals, and obtaining any and all permits, certifications, approvals and licenses as may be necessary and required to complete the Work, and shall include both Contract Work and Extra Work.

CHAPTER II: THE WORK AND ITS PERFORMANCE

ARTICLE 3. CHARACTER OF THE WORK; WORKMANSHIP AND MATERIALS

3.1 Character of Work. Unless otherwise expressly provided in the Contract Drawings, Specifications, and Addenda, the Work shall be performed in accordance with the best modern practices, utilizing, unless otherwise specified in writing, new and unused materials of standard first grade quality and workmanship and design of the highest quality, to the satisfaction of the City.

3.2 Workmanship. The Contractor shall, in a good workmanlike manner, perform all of the Work required by the Contract within the time specified in the Contract to the satisfaction of the City. The Contractor shall provide, erect, maintain and remove such construction, plant, and temporary work as may be required. The Contractor shall be responsible for the safety, efficiency, and adequacy of the Contractor’s plant, appliances, and methods, and for damage which may result from failure or improper construction, maintenance or operation of said plant, appliances and methods.

3.3 Contractor’s Title to Materials. No materials or supplies for the Work shall be purchased by the Contractor or any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that it has full, good and clear title to all materials and supplies used by the Contractor in the Work, or resold to the City pursuant to the Contract, free from all liens, claims or encumbrances. All materials and equipment which become the property of the City shall be new unless specified otherwise.

3.4 “Of Equal” Clause. Whenever a material, article or equipment is identified on the plans or in the Specifications by reference to a manufacturer’s or vendor’s name, trade name, catalogue number, or make, said identification is intended to establish a standard. Any materials, articles or equipment of other manufacturers and vendors which perform the same duties imposed by the general design may be considered equally acceptable provided that, in the opinion of the Resident Engineer, the material, article or equipment so proposed is of equal quality, substance and function and the Contractor shall not provide, or install any such proposed material, article or equipment without the prior written approval of the City.

3.4.1 Where the Resident Engineer approves a product proposed by the Contractor and the proposed product requires a revision or redesign of any part of the Work, all such revisions and redesigns, and all new drawings and details required shall be provided by the Contractor and shall be approved by the Resident Engineer. Where the Resident Engineer approves a product proposed by the Contractor and the proposed product results in additional work or added costs, the Contractor proposing the product is solely responsible for such costs and added work.

3.5 Quality, Quantity and Labeling. The Contractor shall furnish materials and equipment of the quality and quantity specified in the Contract. When materials are specified to conform to any standard, the materials delivered to the Site shall bear manufacture’s label stating that the materials meet such standards. These requirements shall not restrict or affect the City’s right to test materials as provided in the Contract.

3.6 Removal and Replacement of Concrete for Deficient Strength

3.6.1 The Contractor recognizes that the concrete mix specified was selected to yield concrete of desired strength and durability and the Contractor agrees that should he fail to supply concrete of the specified strength in the construction, the Contractor shall remove and replace the deficient concrete at the Contractor’s sole expense. The strength of the concrete shall be determined by test cylinders made and tested in accordance with the Specifications to be paid for by the Contractor.

3.6.2 Before the Contractor begins to manufacture concrete, he shall secure the Resident’s Engineer’s approval of the formula he proposes to use, and he shall certify such formula to the Resident Engineer as yielding concrete of the desired strength, density and workability, but in no case shall the cement be less, or the water/cement ratio more, than that specified. The Contractor shall submit for this purpose a statement in writing of the sources of all ingredient materials, the type and brand of the cement, and the number of pounds of each of the materials in a saturated surface dry condition, making up one (1) cubic yard of concrete. The range of water/cement ratios within which the concrete will be manufactured and the method of mixing to be employed shall also be stated. The formula as finally approved shall not be changed without the written consent of the Resident Engineer.

ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

4.1 Unless otherwise expressly provided in the Contract Drawings, Specifications, and Addenda, the Means and Methods of Construction shall be such as the Contractor may choose; subject, however, to the Resident Engineer’s right to reject the Means and Methods of Construction proposed by the Contractor

which in his/her opinion: (i) will constitute or create a hazard to the Work, or to persons or property; (ii) will not produce finished Work in accordance with the terms of the Contract; and/or (iii) will be detrimental to the overall progress of the Project.

4.2 The City's approval of the Contractor's Means and Methods of Construction, or his/her failure to exercise his/her right to reject such means or methods, shall not relieve the Contractor of its obligation to complete the Work as provided in this Contract, nor shall the exercise of such right to reject create a cause of action for damages.

ARTICLE 5. CONTRACTORS

5.1 **Superintendence by Contractor.** The Contractor shall employ a full-time competent construction superintendent and necessary staff. The construction superintendent shall devote full time to the Work and shall have full authority to act for the Contractor at all times. If at any time the superintendent is not satisfactory to the City, the Contractor shall, if requested in writing by the City, replace said superintendent with another superintendent satisfactory to the City.

5.2 **Subsurface or Site Conditions Found Different.** The Contractor acknowledges that the Contract consideration includes such provisions which the Contractor deems proper for all subsurface or site conditions the Contractor could reasonably anticipate encountering as indicated in the Contract, or borings, reports, rock cores foundation investigation reports, topographical maps or other information available to the Contractor or from the Contractor's inspection and examination of the Site prior to submission of bids. Should the Contractor encounter subsurface or site conditions at the Site materially different from those shown on or described in or indicated in the Contract, the Contractor shall immediately give notice to the Resident Engineer of the differing conditions and shall not disturb the differing conditions until directed to do so by the Resident Engineer.

5.3 **Verifying Dimensions.** The Contractor shall take all measurements at the Site and shall verify all dimensions at the Site before proceeding with the Work. If said dimensions are found to be in conflict with the Contract, the Contractor immediately shall give notice to the City. The Contractor shall comply with any revised Contract Documents. During the progress of Work, the Contractor shall verify all field measurements prior to fabrication of building components or equipment, and proceed with the fabrication to meet field conditions. The Contractor shall consult all Contract Documents to determine the exact location of all Work and verify spatial relationships of all Work. Any question concerning location or spatial relationships may be submitted to the Resident Engineer. Special locations for equipment, pipelines, ductwork and other such items of Work, where not dimensioned on plans, shall be determined in consultation with the Resident Engineer. The Contractor shall at all times be responsible for the proper fitting of the Work in place.

5.4 **Related Work.** The Contractor shall examine the Contract for related work to ascertain the relationship of said work to the Work under the Contract.

5.5 **Surveys and Layout.** Unless otherwise expressly provided in the Contract, the Resident Engineer shall furnish the Contractor with all surveys of the Site necessary for the Work. The Contractor shall be responsible for the layout of the Work.

5.6 Errors, Ambiguities or Discrepancies. The Contractor shall examine the Contract thoroughly before commencing the Work and promptly report any errors, ambiguities or discrepancies to the Resident Engineer. Failure of the Contractor to do so shall result in a waiver of any claim by the Contractor based on such errors, ambiguities or discrepancies.

ARTICLE 6. INSPECTION AND ACCEPTANCE

6.1 Access to Work. During the progress of the Work and up to the date of Final Acceptance, the Contractor shall maintain, at all times afford the City, access to the Work, materials and equipment at the Site.

6.2 Notice of Testing. If the Contract Documents, the City's instructions, Laws, rules, ordinances, or regulations require that any Work be inspected or tested, the Contractor shall give the City timely notice of readiness of the Work for inspection or testing and the date/time for said inspections or testing.

6.3 Reexamination of Work. Reexamination of any part of the Work may be ordered by the City, and if ordered, the Work must be uncovered or taken down by the Contractor. If the exposed Work proves satisfactory, such uncovering or taking down and restoration shall be considered an item of Extra Work to be paid by the City. If the Work exposed proves unsatisfactory, the City has no obligation to compensate the Contractor for the uncovering, taking down or restoration.

6.4 Inspection of Work. Inspection and approval by the City of finished Work, or of Work being performed, or of materials and equipment at the place of manufacture or preparation, shall not relieve the Contractor of its obligation to perform the Work in strict accordance with the Contract. Finished or unfinished Work not found to be in strict accordance with the Contract shall be replaced as directed by the Resident Engineer, even if such Work may have been previously approved and paid for. Such corrective Work is Contract Work and shall not be deemed Extra Work.

6.5 Testing. All materials and equipment used in the Work shall be subject to inspection and testing in accordance with accepted standards to establish conformance with Specifications and suitability for uses intended, unless otherwise specified in the Contract. If any Work shall be covered or concealed without the approval or consent of the City, that Work shall, if directed by the City, be uncovered for examination. Any inspection by the City or by a testing laboratory on behalf of the City does not relieve the Contractor of the responsibility to maintain quality control of materials, equipment and installation to conform to the requirements of the Contract. If any test results are below accepted standards, the City may order additional testing. The cost of said additional testing, any additional professional services required, and any other expenses incurred by the City as a result of such additional testing, shall be paid by the Contractor.

6.6 Acceptance. No previous inspection shall relieve the Contractor of the obligation to perform the Work in accordance with the Contract. No payment, either partial or full, by the City to the Contractor shall excuse any failure by the Contractor to comply fully with the Contract. The Contractor shall remedy all defects and incur the cost of any damage to other Work resulting therefrom.

6.7 Rejected Work. Any rejected Work and materials shall be promptly taken down and removed from the Site, which must at all times be kept in a reasonably clean and neat condition.

6.8 Manufacturer's Guarantee. The Contractor shall secure from the manufacturers of all equipment and materials required under the Contract such manufacturer's standard warranties and guarantees (or such other warranties and guarantees as the Specifications may require) in the name of the City of New Rochelle and shall deliver the same to the Resident Engineer.

**ARTICLE 7. PROTECTION OF WORK AND OF PERSONS
AND PROPERTY: NOTICES AND INDEMNIFICATION**

7.1 During the performance of the Work and up to the date of Final Acceptance, the Contractor shall be under an absolute obligation to protect the finished and unfinished Work against any damage, loss, injury, theft, and/or vandalism, and in the event of such damage, loss, injury, theft, and/or vandalism, it shall promptly replace and/or repair such Work at the Contractor's sole cost and expense, as directed by the Resident Engineer. The obligation to deliver finished Work in strict accordance with the Contract prior to Final Acceptance shall be absolute and shall not be affected by the Resident Engineer's approval of, or failure to prohibit, the Means and Methods of Construction used by the Contractor.

7.2 During the performance of the Work and up to the date of Final Acceptance, the Contractor shall take all reasonable precautions to protect all persons and property of the City and of others from damage, loss or injury resulting from the Contractor's and/or its Subcontractors' operations under this Contract. The Contractor's obligation to protect shall include the duty to provide, place or replace, and adequately maintain at or about the Site suitable and sufficient protection such as lights, barricades, and enclosures.

7.3 In the event of any loss, damage or injury to Work, persons or property, or any accidents arising out of the operations of the Contractor and/or its Subcontractors under this Contract, the Contractor shall submit a full report in writing to the Resident Engineer within three (3) Days after the occurrence. The Contractor shall also send written notice of any such event to all insurance carriers that issued potentially responsive policies (including commercial general liability insurance carriers for events relating to the Contractor's own employees) no later than twenty (20) Days after such event and again no later than twenty (20) Days after the initiation of any claim and/or action resulting therefrom. For any policy on which the City is an additional insured, such notice shall expressly state that "this notice is being given on behalf of the City of New Rochelle as an additional insured, as well as the Named Insured." Whenever such notice is sent under a policy on which the City is an additional insured, the Contractor shall provide copies of the notice to the Commissioner and the City's Corporation Counsel at the notice address herein. If the Contractor fails to provide any of the foregoing notices to any appropriate insurance carrier(s) in a timely and complete manner, the Contractor shall indemnify the City for all losses, judgments, settlements, and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the City.

7.4 Indemnification. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold the City, its officials, employees, and agents (the "Indemnitees") harmless against any and all claims (including claims asserted by any employee of the Contractor and/or its Subcontractors) and costs and expenses of whatever kind (including payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the operations of the Contractor and/or its Subcontractors in the performance of this Contract or from the Contractor's and/or its Subcontractors' failure to comply with any of the provisions of this Contract or of the Law. Such costs and expenses shall include all those incurred in defending any underlying claim and those incurred in connection with the enforcement of this

Article by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute, operation of Law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of Law, or otherwise). Where partial indemnity is provided hereunder, all costs and expenses shall be indemnified on a pro rata basis. Indemnification under this Article or any other provision of the Contract shall operate whether or not Contractor or its Subcontractors have placed and maintained the insurance specified under Article 22.

7.5 The provisions of this Article 7 shall not be deemed to create any new right of action in favor of third parties against the Contractor or the City.

7.6 Construction Site Emergency. A construction site emergency is as an unforeseen condition or event requiring prompt action by the Contractor. Construction site emergencies include, but are not limited to, construction related accidents, uncontrolled release of asbestos, lead dust or other hazardous materials or contamination, natural disasters, automobile accidents, floods and fire. The Contractor must notify the City of a construction site emergency within a half-hour of the occurrence of the event, in accordance with the following:

- 7.6.1 If the emergency occurs during regular business hours the Contractor must notify the Resident Engineer and call the New Rochelle Police Department at (914) 654-2300.
- 7.6.2 During non-business hours the emergency shall be reported by the Contractor to the New Rochelle Police Department, and shall also be reported to the Resident Engineer at the earliest opportunity.

CHAPTER III: TIME PROVISIONS

ARTICLE 8. COMMENCEMENT AND PROSECUTION OF WORK; TIME FOR COMPLETION; LIQUIDATED DAMAGES

8.1 The Work shall commence as specified in the Notice to Proceed and shall be substantially completed within the time set forth in Schedule “A” to this General Agreement. The date of commencement and time for completion, as specified in the Contract, are essential conditions of the Contract.

8.2 The Contractor shall perform the Work regularly, diligently, and without interruption at such rate of progress as to insure timely completion of same, taking into consideration the average climatic range and usual industrial conditions prevailing at the Site.

8.3 Should the Contractor fail to timely commence or perform any Work, or otherwise fail to carry out any directions consistent with the terms of the Contract after written notice from the City, the City may have such work done or materials furnished by others and deduct the cost thereof from the monies due, or to become due under the Contract.

8.4 Should the Contractor fail to complete the Work within the time specified or any proper extension thereof, the Contractor shall pay to the City, as a partial consideration for the Contract, the amount specified in Schedule A to this General Agreement, not as a penalty, but as liquidated damages for breach of contract, for each and every Day that the Contractor shall be in default.

8.5 The amount of liquidated damages is agreed upon by the Contractor and the City as set forth in Schedule A to this General Agreement because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages which the City would sustain in said event and such amount is agreed to be the amount of damages which the City or its beneficiaries would sustain and said amount shall be retained by the City.

8.6 In the event the Contractor fails to complete the Work within the time fixed for such completion in Schedule A to this General Agreement, plus authorized time extensions, or if the Contractor, in the sole determination of the City, has abandoned the Work, the Contractor shall pay to the City the sum fixed in Schedule A to this General Agreement, for each and every Day that the time consumed in completing the Work exceeds the time allowed therefor.

8.7 Liquidated damages received under this Article 8 are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the City's right to indemnification under Article 7, or the Contractor's obligation to indemnify the City, or to any other remedy provided for in this Contract or by Law. Any failure to assess liquidated damages shall not operate as a waiver or release of any claim the City may have against the Contractor for either actual or liquidated damages.

8.8 The City will deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages, and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference upon demand by the City.

8.9 TIME IS OF THE ESSENCE for each and every portion of the Work. In any instance in which additional time is allowed for completion, the new time of completion established by the relevant change order shall be of the essence. The Contractor shall not be charged with liquidated damages or any excess cost if the Resident Engineer determines in writing that the Contractor is without fault and the Contractor's reason for the time extension is acceptable to the City. Nor shall the Contractor be charged with liquidated damages or any excess cost if the delay in completion is due to an unforeseeable cause beyond the control and without the fault of, or negligence of the Contractor, and approved by the City, including but not limited to acts of God or public enemy, acts of the City, epidemics, quarantine, restrictions, strikes, freight embargoes and unusually severe weather.

8.10 The time for completion can only be extended by change order pursuant to Article 24 and may be extended for all the Work or only that portion of the Work altered by the change order.

8.11 Permitting the Contractor to continue with the Work after the time for its completion has expired, or the making of any payment to the Contractor after such time, shall in no way operate as a waiver on the part of the City of any of its rights under this Contract.

8.12 Application for an Extension of Time

8.12.1 Before a change order for a time extension request may be approved, the Contractor must, within five (5) business days after the commencement of the condition which allegedly has caused or is causing the delay, submit a written application to the Resident Engineer identifying:

- (a) the Contractor and Project description;
- (b) liquidated damage assessment rate as specified in the Contract;
- (c) original bid amount;
- (d) original Contract start date and completion date;
- (e) any previous time extensions granted (number and duration); and
- (f) the extension of time requested.

8.12.2 In addition, the application for an extension of time shall set forth in detail:

- (a) the nature of each alleged cause of delay in completing the Work;
- (b) the date upon which each such cause of delay began and ended and the number of days attributable to each such cause;
- (c) a statement that the Contractor waives all claims except for those delineated in the application, and the particulars of any claims which the Contractor does not agree to waive. For time extensions for Substantial Completion and final completion payments, the application shall include a detailed statement of the dollar amounts of each element of claim item reserved; and
- (d) a statement indicating the Contractor's understanding that the time extension is granted only for purposes of permitting continuation of Contract performance and payment for Work performed and that the City retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

8.13 Failure of the Contractor to strictly comply with the requirements of Article 8 may, in the discretion of the Resident Engineer, be deemed sufficient cause to deny any extension of time on account of delay arising out of such condition or interference.

8.14 Grounds for Extension. If such application is made, the Contractor shall be entitled to an extension of time for delay in completion of the Work caused solely by (i) the acts or omissions of the City, its officials, agents or employees; or (ii) the acts, omissions, or interferences of public/governmental bodies, utilities, or private enterprises; or (iii) supervening conditions entirely beyond the control of either party hereto, including without limitation, acts of God or the public enemy, unusually severe weather, epidemics, quarantine, restrictions, strikes, and freight embargoes, not brought about by any act or omission of the Contractor. In addition, the City may, in its sole discretion, grant the Contractor an extension of time to complete the Work for any other reason, provided the delay is not caused by or the result of any act, fault or omission of the Contractor, or of its Subcontractors or Materialmen.

8.15 The Contractor shall not be entitled to an extension of time if the delay is caused by or the result of any act, fault or omission of the Contractor, or of its Subcontractors or Materialmen.

8.16 If one of several causes of delay operating concurrently results from any act, fault or omission of the Contractor or of its Subcontractors or Materialmen, and would of itself have delayed the Work, no extension of time will be allowed.

8.17 The granting of an application for an extension for causes of delay other than those herein referenced to shall be entirely within the discretion of the Commissioner. The determination made by the Commissioner on an application for an extension of time shall be binding and conclusive on the Contractor.

8.18 Notwithstanding the procedures set forth in this Article, the Resident Engineer may, in his discretion, grant a one-time extension, in writing, not to exceed thirty (30) days.

ARTICLE 9. PROGRESS SCHEDULES

9.1 To enable the Work to be performed in an orderly and expeditious manner, the Contractor, within fifteen (15) Days after the Notice to Proceed, shall submit to the Resident Engineer a proposed progress schedule based on the Critical Path Method in the form of a bar graph or in such other form specified by the Resident Engineer showing:

- 9.1.1 The anticipated time of commencement and completion of each of the various operations to be performed under this Contract; and
- 9.1.2 The sequence and interrelation of each of these operations with the others and with those of other related contracts; and
- 9.1.3 The estimated time required for fabrication or delivery, or both, of all materials and equipment required for the Work, including the anticipated time for obtaining required approvals pursuant to Article 10.

9.2 The proposed schedule shall be revised as directed by the Resident Engineer, until finally approved by the Resident Engineer, and after such approval shall be strictly adhered to by the Contractor. If the Contractor fails to adhere to the approved progress schedule, or to the schedule as revised, it shall promptly adopt such other or additional Means and Methods of Construction, at its sole cost and expense, as will make up for the time lost and will assure completion in accordance with the approved progress schedule. The Contractor will not receive any payments until the proposed progress schedule is submitted.

9.3 To ensure on a continuous basis that the Contractor is pursuing the critical path work activities, the Contractor shall attend weekly progress meetings and any other special meetings as directed by the City at no additional cost to the City, and shall provide the Resident Engineer with a two-week-look-ahead schedule identifying planned weekly work activities. This look-ahead schedule shall be updated every two (2) weeks. Failure to attend scheduled meetings or to submit the look-ahead schedule as indicated may result in the withholding of partial payment estimates.

ARTICLE 10. COORDINATION WITH OTHER CONTRACTORS

10.1 During the progress of the Work, Other Contractors may be engaged in performing other work on this Project. In that event, the Contractor shall coordinate the Work to be done hereunder with the work of such Other Contractors and the Contractor shall fully cooperate with such Other Contractors and carefully fit its own Work to that provided under other contracts as may be directed by the Resident Engineer. The

Contractor shall not commit or permit any act which will interfere with the performance of work by any Other Contractors.

10.2 If the Resident Engineer determines that the Contractor is failing to coordinate its Work with the work of Other Contractors as the Resident Engineer has directed, then the City shall have the right to withhold any payments otherwise due hereunder until the Contractor completely complies with the Resident Engineer's directions.

10.3 The Contractor shall notify the Resident Engineer in writing if any Other Contractor on this Project is failing to coordinate its work with the Work of this Contract. If the Resident Engineer finds such charges to be true, the Resident Engineer shall promptly issue such directions to the Other Contractor as the situation may require. The City shall not, however, be liable for any damages suffered by any Other Contractor's failure to coordinate its work with the Work of this Contract or by reason of the Other Contractor's failure to promptly comply with the directions issued by the Resident Engineer, or by reason of any Other Contractor's default in performance; it being understood that the City does not guarantee the responsibility or continued efficiency of any contractor.

10.4 The Contractor agrees to make no claim against the City for any damages arising out of any directions issued by the Resident Engineer pursuant to this Article (including any failure of any Other Contractor to comply with such directions), or the failure of the Resident Engineer to issue any directions, or the failure of any Other Contractor to coordinate its work, or the default in performance of any Other Contractor.

10.5 To the fullest extent provided by law, the Contractor shall indemnify and hold the City harmless from any and all claims, damages, and costs and expenses to which the City may suffer or incur by reason of the Contractor's failure to comply with the Resident Engineer's directions promptly. Insofar as the facts and law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor.

10.6 Should the Contractor sustain any damage through any act or omission of any Other Contractor having a contract with the City for the performance of work upon the Site or of work which may be necessary to be performed for the proper prosecution of the Work to be performed hereunder, or through any act or omission of a subcontractor of such Other Contractor, the Contractor shall have no claim against the City for such damage.

10.7 Should any Other Contractor having a contract with the City for the performance of Work upon the Site sustain any damage through any act or omission of the Contractor or through any act or omission of any subcontractor of the Contractor, the Contractor agrees to reimburse such other Contractor for all such damages and to defend at his own expense any suit based upon such claim and if any judgment or claims against the City shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and shall indemnify and hold the City harmless from all such claims to the fullest extent permitted by law.

10.8 The City's right to indemnification hereunder shall in no way be diminished, waived or discharged by its recourse to assessment of liquidated damages as provided in this General Agreement, or by the exercise of any other remedy provided for by this Contract or by Law.

ARTICLE 11. NO DAMAGES FOR DELAY

11.1 The Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or omission to act of the City or any of its representatives, and agrees that any such claim may be fully compensated for by an extension of time to complete performance of the Work as provided herein.

ARTICLE 12. SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE OF WORK

12.1 The Contractor shall substantially complete the Work within the time fixed in Schedule A of the General Agreement, or within the time such Substantial Completion may be extended. The Work will be deemed to be substantially complete when the following conditions have been met. The City will then issue a Certificate of Substantial Completion.

12.1.1 Inspection. The Resident Engineer has inspected the Work and has made a written determination that it is substantially complete; and

12.1.2 Final Approved Punch List. Following inspection of the Work, the Resident Engineer shall furnish the Contractor with a final punch list, specifying all items of Work to be completed and proposing dates for the completion of each specified item of Work. The Contractor shall then submit in writing to the Resident Engineer within ten (10) Days of the Resident Engineer furnishing the final punch list either acceptance of the dates or proposed alternative dates for the completion of each specified item of Work. If the Contractor neither accepts the dates nor proposes alternative dates within ten (10) Days, the schedule proposed by the Resident Engineer shall be deemed accepted. If the Contractor proposes alternative dates, then, within a reasonable time after receipt the Resident Engineer, in a written notification to the Contractor, shall approve the Contractor's completion dates or, if they are unable to agree, the Commissioner shall establish dates for the completion of each item of Work. The latest completion date specified shall be the date for Final Acceptance of the Work; and

12.2 Date of Substantial Completion. The date of approval of the Final Approved Punch List shall be the date of Substantial Completion.

12.3 The date of approval of the Final Approved Punch List shall be either (a) if the Contractor approves the final punch list and proposed dates for completion furnished by the Resident Engineer, the date of the Contractor's approval; or (b) if the Contractor neither accepts the dates nor proposes alternative dates, ten (10) Days after the Resident Engineer furnishes the Contractor with a final punch list and proposed dates for completion; or (c) if the Contractor proposes alternative dates, the date that the Resident Engineer sends written notification to the Contractor either approving the Contractor's proposed alternative dates or establishing dates for the completion for each item of Work.

12.4 Date of Final Acceptance. The Work will be accepted as final and complete as of the date of the Resident Engineer's inspection if, upon such inspection, the Resident Engineer finds that all items on the Final Approved Punch List are complete and no further Work (or approvals) remains to be done. The Commissioner will then issue a written determination of Final Acceptance.

12.5 Inspection of the Work by the Resident Engineer for the purpose of Substantial Completion or Final Acceptance shall be made within fourteen (14) Days after receipt of the Contractor's written request. If upon such inspection the Resident Engineer determines that there are items of Work still to be performed, the Contractor shall promptly perform them and then request a re-inspection. If upon re-inspection the Resident Engineer determines that the Work is substantially complete or finally accepted, the date of such re-inspection shall be the date of Substantial Completion or Final Acceptance. Re-inspection by the Resident Engineer shall be made within ten (10) Days after receipt of the Contractor's written request. If the Contractor does not request inspection or re-inspection of the Work for the purpose of Substantial Completion or Final Acceptance, the Resident Engineer may initiate such inspection or re-inspection.

ARTICLE 13. OCCUPATION OR USE PRIOR TO COMPLETION

13.1 Unless otherwise provided for in the Specifications, the City may take over, use, occupy or operate any part of the Work at any time prior to Final Acceptance, upon written notification to the Contractor. The Resident Engineer shall inspect the part of the Work to be taken over, used, occupied, or operated, and will furnish the Contractor with a written statement of the Work, if any, which remains to be performed on such part. The Contractor shall not object to nor interfere with the City's decision to exercise the rights granted by this Article. In the event the City takes over, uses, occupies, or operates any part of the Work: (i) the Resident Engineer shall issue a written determination of Substantial Completion with respect to such part of the Work; (ii) the Contractor shall be relieved of its absolute obligation to protect such part of the unfinished Work; (iii) the Contractor's guarantee on such part of the Work shall begin on the date of such use by the City; and; (iv) the Contractor shall be entitled to a return of so much of the amount retained in accordance with Article 20 as it relates to such part of the Work, except so much thereof as may be retained under Articles 21 and 36.

CHAPTER IV: SUBCONTRACTS AND ASSIGNMENTS

ARTICLE 14. SUBCONTRACTS

14.1 No Work may be performed by a Subcontractor prior to the Contractor entering into a written subcontract with the Subcontractor and complying with the provisions of this Article.

14.2 The Contractor shall not make subcontracts totaling an amount more than the percentage of the total Contract price fixed in Schedule A of the General Agreement, without prior written consent from the Commissioner.

14.3 Before making any subcontracts, the Contractor shall submit a written statement to the Resident Engineer giving the name and address of the proposed Subcontractor, the portion of the Work and materials he is to perform and furnish, the cost of the subcontract, and any other information tending to prove that the proposed Subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the Work in accordance with the terms and conditions of this Contract. All Subcontractors must be approved by the City.

14.4 The City will notify the Contractor in writing whether the proposed Subcontractor is approved. If the proposed Subcontractor is not approved, the Contractor may submit another proposed Subcontractor

unless the Contractor decides to do the Work. No Subcontractor shall be permitted to enter or perform any work on the Site unless approved.

14.5 If an approved Subcontractor elects to subcontract any portion of its subcontract, the proposed sub-subcontract shall be submitted in the same manner as directed above.

14.6 The Contractor shall provide each proposed Subcontractor with a complete copy of this document, and each Subcontractor shall expressly stipulate that all labor performed and materials furnished by the Subcontractor shall strictly comply with the requirements of this Contract.

14.7 The City's approval of a Subcontractor shall not relieve the Contractor of any of its responsibilities, duties, and liabilities hereunder. The Contractor shall be solely responsible to the City for the acts or defaults of its Subcontractor and of such Subcontractors sub-contractors, each of whom shall, for this purpose, be deemed to be the agent or employee of the Contractor to the extent of its subcontract.

14.8 If the Subcontractor fails to maintain the necessary facilities, skill, integrity, past experience, and financial resources (other than due to the Contractor's failure to make payments where required) to perform the Work in accordance with the terms and conditions of this Contract, the Contractor shall promptly notify the Resident Engineer and replace such Subcontractor with a newly approved Subcontractor in accordance with this Article.

14.9 The Contractor shall be responsible for ensuring that all Subcontractors performing Work at the Site obtain and maintain all insurance required by Law and Article 22 of this Contract during the performance of the Work. The City shall be named as an additional insured on the Subcontractor's insurance.

14.10 The Contractor shall promptly file with the Resident Engineer an executed copy of the subcontract and its cost.

14.11 Every subcontract shall provide expressly that such Subcontract (and all rights of any Subcontractor thereunder) is subject to all requirements of this Contract and that all Work under the subcontract shall comply with all requirements of this Contract. Each Subcontract shall include a provision authorizing termination for necessity or convenience by the Contractor and a provision under which the Subcontractor agrees that the Subcontractor's obligations shall be assigned to the City, at the City's election, upon a termination of the Contractor's rights to perform the Contract. Each subcontract shall contain the same terms and conditions as to the method of payment for Work, and as to retained percentages, as are set forth in the Contract, and the Contractor shall pay each Subcontractor in accordance with the terms of the applicable subcontract for Work performed by the Subcontractor.

14.12 The Commissioner may deduct from the amounts certified under this Contract to be due to the Contractor, the sums due and owing from the Contractor to any Subcontractor according to the terms of the subcontract, and in case of dispute between the Contractor and its Subcontractor(s) as to the amount due and owing, the City may deduct and withhold from the amounts certified under this Contract to be due to the Contractor such sums as may be claimed by such Subcontractor(s), in a sworn affidavit, to be due and owing until such time as such claim(s) shall have been finally resolved.

14.13 The Contractor's execution of any subcontract shall be deemed a representation to the City that the Contractor has informed the Subcontractor fully and completely of all of the requirement of this Article, and has taken all steps necessary to ensure that each and every Subcontractor meets the minimum qualifications required by the City of any contractor submitting bids for any City work.

ARTICLE 15. ASSIGNMENTS

15.1 The Contractor shall not assign, transfer, convey or otherwise dispose of this Contract, or the right to execute it, or the right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise any of the monies due or to become due under this Contract, without the prior written consent of the City. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any other assignments.

15.2 Failure to obtain the prior written consent of the City to such an assignment, transfer or conveyance, may result in the revocation and annulment of this Contract. The City shall thereupon be relieved and discharged from any further liability and obligations to the Contractor, its assignees or transferees, and all monies previously earned and unpaid under the Contract shall be forfeited to the City, except so much as may be required to pay the Contractor's employees.

15.3 This Contract may be assigned by the City to any corporation, agency or instrumentality having authority to accept such assignment.

[ARTICLES 16, 17 AND 18 INTENTIONALLY OMITTED]

CHAPTER V: CONTRACTOR'S SECURITY AND GUARANTY

ARTICLE 19. PERFORMANCE SECURITY

19.1 Within ten (10) days after notice of award of the Contract, the Contractor shall furnish an executed performance bond for one hundred (100%) of the Contract price satisfactory to the City.

ARTICLE 20. RETAINED PERCENTAGES

20.1 As further security for the faithful performance of this Contract, the Commissioner shall deduct and retain until Substantial Completion of the Work, five percent (5%) of the value of the Work done and materials furnished for payment in each partial payment voucher.

20.2 Within thirty (30) Days after Substantial Completion of the Work and the filing of a Certificate of Substantial Completion by the Contractor with the Department of Finance signed by the Resident Engineer and Commissioner, all sums retained and remaining shall be released to the Contractor without interest, after deducting from the total value of the Work performed according to the terms of the Contract: (a) two times the value of any remaining items to be completed; (b) an amount the City deems necessary to satisfy any actual or alleged claims, liens or judgments against the Contractor; and (c) all sums the City may retain for periods of maintenance and guarantee as provided in Article 21.

ARTICLE 21. MAINTENANCE AND GUARANTY

21.1 The Contractor shall promptly repair, replace, restore or rebuild, as the Resident Engineer may determine, any finished Work in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the two (2) year period subsequent to the date of final completion of the Work.

21.2 As security for the faithful performance of this Contract, the City shall hold the sum of two percent (2%) of the Contract for a period of two (2) years for materials, parts and labor guarantee. The Contractor shall be responsible for supplying materials, parts and labor for the entire Work until the time of its Final Acceptance by the City, and shall keep every portion of it in perfect order and repair for a period of two (2) years after final completion of the Work, excepting such damages caused by the sole acts of the City, its officials, employees or agents.

21.3 If, after the guarantee period, the City determines that the Contractor has faithfully performed all of its obligations hereunder, the sum without interest shall be released to the Contractor upon demand by the Contractor.

21.4 If the Contractor fails to repair, replace, rebuild or restore such defective or damaged Work promptly after receiving notice, the City shall have the right to have the Work done by others, and to deduct the cost from the amounts deposited hereunder. The balance, if any, shall be released to the Contractor without interest. Should the amount deposited be insufficient to cover such Work, the Contractor shall be liable to pay such deficiency on demand by the City.

21.5 The Resident Engineer's certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective Work when performed by one other than the Contractor, shall be binding and conclusive upon the Contractor as to the amount thereof.

ARTICLE 22. INSURANCE

22.1 At all times during the Contract up to the date of Final Acceptance, the Contractor must secure and maintain the types and limits of insurance set forth in Schedule A to this General Agreement.

ARTICLE 23. MONEY RETAINED AGAINST CLAIMS

23.1 If an action is commenced and the liability of the Contractor has been established by a final judgment of a court of competent jurisdiction, or if such claim shall have been admitted by the Contractor to be valid, the City shall pay such judgment or admitted claim out of the monies retained under Article 20, and return the balance, if any, without interest, to the Contractor.

CHAPTER VI: CHANGES, EXTRA WORK AND DOCUMENTATION OF CLAIM

ARTICLE 24. CONTRACT CHANGES

24.1 Changes may be made to this Contract only as duly authorized by the Resident Engineer in writing. All such changes, modifications and amendments will become a part of the Contract. Any Work so ordered shall be performed by the Contractor. Contractors deviating from the requirements of the original Contract without a duly approved change order or amendment do so at their own risk.

24.2 Contract changes will be made only as necessary to complete the Work included in the original scope of the Contract and/or for non-material changes to the scope of the Contract. Contract changes may include any contract revision deemed necessary by the City.

24.3 The Contractor shall be entitled to a price adjustment for Extra Work performed pursuant to a written change order. No claim for Extra Work shall be allowed unless the same was done pursuant to a written order by the City.

24.4 The cost of any change order work is subject to verification by audit. If the audit reveals that the Contractor's costs for change order work were inaccurately stated, the City shall recoup the amount by which the costs were inaccurately stated, plus any and all costs incurred by the City to conduct the audit, by proportionately reducing the price of the change order. This remedy is not exclusive and is in addition to all other rights and remedies of the City under this Contract and the Law.

ARTICLE 25. METHODS OF PAYMENT FOR EXTRA WORK

25.1 Overrun of Unit Price Item. An "overrun" is any quantity of a unit price item which the Contractor is directed to provide which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule.

25.1.1 For any unit price item, the Contractor will be paid at the unit price bid for any quantity up to one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule. If during the progress of the Work, the actual quantity of any unit price item required to complete the Work approaches the estimated quantity for that item, and for any reason it appears that the actual quantity of any unit price item necessary to complete the Work will exceed the estimated quantity for that item by twenty five (25%) percent, the Contractor shall immediately notify the Resident Engineer of such anticipated overrun. The Contractor shall not be compensated for any quantity of a unit price item provided which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule without written authorization from the Resident Engineer.

25.1.2 If the actual quantity of any unit price item necessary to complete the Work exceeds one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule, the City and Contractor agree to negotiate a new unit price for such item. In no event shall such negotiated new unit price exceed the unit bid price. If the City and

Contractor cannot agree on a new unit price, then the City shall order the Contractor and the Contractor agrees to provide additional quantities of the item on the basis of time and material records for the actual and reasonable cost as determined under Article 25.2, but in no event at a unit price exceeding the unit price bid.

25.1.3 The Contractor acknowledges and agrees that the City's estimate of quantities on the various items of work and materials is approximate only, given solely to be used as a uniform basis for the comparison of bids, and is not a part of this Contract. The quantities actually required to complete the Contract Work may be less or more than so estimated, and if so, no action for damages or for loss of profits shall accrue to the Contractor by reasons thereof.

25.2 Extra Work. Extra Work for which there are applicable Contract unit prices will be paid for at such unit prices subject to the limitations set forth herein. Where there are no applicable Contract unit prices, the price to be paid for Extra Work ordered by the City, and performed by the Contractor's own forces, shall be made on a "Cost Plus" basis as follows:

25.2.1 For all necessary direct labor, the rates of wages actually paid shall be allowed. No part of the salary of anyone above the grade of foreman and having general supervision of the Work shall be included in the labor item unless the Contractor's job force is entirely occupied with Cost Plus work. In this case the Resident Engineer may, if he deems that the services of the superintendent and/or timekeeper are necessary, allow a part or all of their salaries to be included in the labor item; plus

25.2.2 All materials necessary for the Extra work (including transportation to the site; plus

25.2.3 All additional payroll insurance and payroll taxes required for the Extra Work; plus

25.2.4 All payments required to be made to labor organizations under standard existing labor agreements; plus

25.2.5 For maintenance, operation and rental of all power operated equipment necessary for the proper prosecution of the Extra Work on the following basis:

(a) Rental rates for any power operated machinery, trucks or equipment, which are necessary on Extra Work, shall be negotiated between the Resident Engineer and the Contractor prior to the start of the Extra Work.

(b) These rates shall be reasonable and shall be based on local rates and must be agreed upon in writing before the Extra Work is begun. In no case shall the rental rates exceed the rates set up in the current edition of the Associated Equipment Distributors' Compilation of Rental Rates for Construction Equipment, plus the cost of fuel and lubricants.

(c) These negotiated rates shall include all repairs, fuel, lubricants, taxes, insurance, depreciation, storage and all attachments complete, ready to operate but excluding operators. Operators shall be paid under subsection 25.2.1 above.

(d) In the case of equipment which had previously been brought on the job for regular Contract Work or which is to be used for regular Contract Work after the Extra Work is completed, no allowance will be made for transporting the equipment to or from the site, but if the equipment is used only for the Extra Work, then a fair allowance for transportation shall be made.

(e) For equipment which is, or will be, used for regular Contract Work, payment shall be made for only actual time used for the Extra Work, with a minimum of 1/8 day

of an 8-hour day. However, if the equipment is brought in for Extra Work only, then the minimum shall be ½ day.

- (f) If the equipment is used for four (4) days or less, then daily rates shall be used as a basis payment. If the equipment is used more than four (4) days and less than twenty-one (21) days, payment shall be on a weekly rate basis of seven (7) calendar days per week. For periods longer than twenty-one (21) days, monthly rates of thirty-one (31) Days per month shall be used. For fractional periods above the rental period (day, week, or month) payment shall be proportioned on the basis of the applicable rental period.
- (g) No percentage of any kind shall be added to the amounts of equipment rental prices agreed upon and these shall be considered as total compensation for the use of such equipment.

25.2.6 Plus, for necessary installation and dismantling of such equipment (including transportation to and from the site), if any items; plus

25.2.7 Ten percent (10%) of the total of items 25.2.1 through 25.2.6 as compensation for all other items of cost or expense including administration, overhead, general superintendence, and small tools for the Extra Work. However, if any or all of the salaries of the time keeper and/or superintendent are included in the labor payroll then only five percent (5%) of the Extra Work payroll will be allowed; plus

25.2.8 Ten (10%) of the total of items 25.2.1 through 25.2.7 as compensation for profit, except that no percentage for overhead and profit will be allowed on payroll taxes or on the premium portion of overtime pay.

25.3 Where there are no applicable unit prices for Extra Work ordered by the City and performed in whole or in part by other than the Contractor's own forces, the Contractor shall be paid, subject to audit by the City, only the actual and reasonable cost of such subcontracted work computed as outlined above, plus an additional allowance of five percent (5%) to cover the Contractor's profit, superintendence, administration, insurance, and other overhead.

25.4 Where a change is ordered involving both Extra Work and omitted or reduced Contract Work, the Contract price shall be adjusted, subject to audit by the City, in an amount based on the difference between the value of such Extra Work and of the Work omitted or reduced. The cost of such Extra Work and of such omitted or reduced Work shall be computed in accordance with items 25.2.1 through 25.2.6 of this Article. If the cost of such Work exceeds the cost of the Work omitted or reduced, the Contract price shall be increased by the difference, plus ten percent (10%), as compensation for all other items of cost or expense including administration, overhead, general superintendence, and small tools, plus an additional ten percent (10%) of the total as compensation for profit. If the cost of Work omitted or reduced exceed the cost of such Extra Work, then the Contract price shall be reduced by such difference.

25.5 If the Contractor and City agree upon another method of payment for Extra Work, or for Extra Work ordered in connection with omitted or reduced Work, such method may, at the option of the City, be substituted for the Cost Plus method. However, if the Work is performed by a Subcontractor, the Contractor shall not be entitled to receive more than an additional allowance of five (5%) over and above the actual and reasonable cost of such Subcontractor's work.

25.6 The Contractor shall make a record of the Extra Work performed during each day at the close of the day. Both the Resident Engineer and the Contractor, or their authorized representatives, shall sign this record and a copy of the signed record shall be furnished to the Resident Engineer.

25.7 The Contractor shall furnish to the Resident Engineer satisfactory receipts, invoices, certified payrolls and vouchers covering all items of cost relating to the Extra Work and when requested by the City shall give the City access to accounts and records relating thereto. No compensation shall be allowed unless such satisfactory documentation is furnished.

25.8 If the Contractor shall decline, delay or fail to perform such Extra Work or furnish such materials as may be authorized or ordered by the Resident Engineer in writing, then the City, at its discretion, may either withhold the payment of all current estimates until the Contractor's refusal, delay or failure is eliminated or arrange for the performance of the Work or the furnishing of the materials in any manner it sees fit, and the Contractor shall not interfere with the performance of such Work nor shall he make any claim against the City because of such performance.

ARTICLE 26. DISPUTES

26.1 All disputes between the City and Contractor of the kind delineated in this Article shall be finally resolved in accordance with the provisions and procedures set forth below and shall be the exclusive means of resolving any such disputes.

26.2 This Article shall apply only to disputes about the scope of Work delineated by the Contract, the interpretation of Contract documents, the amount to be paid for Extra Work or disputed work performed in connection with the Contract, damages alleged by reason of any act or omission of the City, the conformity of the Contractor's Work to the Contract, and the acceptability and quality of the Contractor's Work. Such disputes arise when the City makes a determination with which the Contractor disagrees.

26.3 During such time as any dispute is being presented, heard, and considered pursuant to this Article, the Contract terms shall remain in force and the Contractor shall continue to perform Work as directed by the City. Failure of the Contractor to continue Work as directed shall constitute a waiver by the Contractor of said claim or dispute.

26.4 Presentation of Disputes to Commissioner. The Contractor shall present its dispute in writing ("Notice of Dispute") to the Commissioner within thirty (30) Days of receiving notice of the action or determination that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the Contract. The Notice of Dispute shall detail all of the facts and include all of the evidence, documents and other basis upon which the Contractor relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the Contractor in dispute was arrived at. Within thirty (30) Days after receipt of the complete Notice of Dispute, the Resident Engineer or other designee of the Commissioner shall submit to the Commissioner all materials he/she deems pertinent to the dispute. Following initial submissions to the Commissioner, either party may demand of the other the production of any documents or materials the demanding party believes is relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise protected by a legal privilege. Any question of relevancy shall be determined by the Commissioner whose decision shall be final. Willful failure of the Contractor to produce any requested material whose relevancy the Contractor

has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the Contractor of the disputed claim.

- 26.4.1 Commissioner's Inquiry. The Commissioner shall examine the material and may, in his discretion, convene an informal conference with the Contractor and Resident Engineer, or other designee of the Commissioner, to resolve the issue prior to reaching a determination. The Commissioner may seek technical or other expertise he deems appropriate, including the use of neutral mediators, and require any such additional materials from either or both parties as he deems fit. The Commissioner's ability to render, and the effect of a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the Commissioner participated therein. The Commissioner may compel the participation of any Other Contractor with a contract related to the Work of this Contract and that contractor shall be bound by the decision of the Commissioner. Any other Contractor brought into the dispute resolution proceeding shall have the same rights and obligations under this Article as the Contractor.
- 26.4.2 Commissioner Determination. Within thirty (30) Days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Commissioner shall make his determination and shall deliver or send a copy of such determination to the Contractor and Resident Engineer, or other designee of the Commissioner, as applicable. All determinations required to be made by the Commissioner under this Article shall be made in writing clearly stated, with a reasoned explanation for the determination based on the information and evidence presented. Failure of the Commissioner to make such determination within the time required by this Article shall be deemed a non-determination without prejudice so as to allow the dispute to proceed directly to arbitration in accordance with this Article.6
- 26.4.3 Finality of Commissioner's Decision. The Commissioner's decision shall be final and binding on all parties, unless presented to binding arbitration pursuant to Article 26.5.

26.5 Presentation of the Dispute to Binding Arbitration. If the claim or any portion of the claim remains in dispute, the Contractor may within thirty (30) Days of its receipt of a decision by the Commissioner, pursue resolution or determination of said dispute by submitting the dispute to the American Arbitration Association ("AAA") under its Construction Industry Arbitration Rules ("AAA Rules"). The decision or award of the arbitrator shall be final and may be entered in any court having jurisdiction. The cost of the arbitration shall be borne equally by City and Contractor.

- 26.5.1 Arbitration Initiation. The arbitration shall be initiated by filing a demand for arbitration in accordance with AAA Rules.
- 26.5.2 Qualifications of the Arbitrator. The arbitrator shall be selected by mutual agreement of the parties. The arbitrator shall be a retired judge or an attorney with at least five (5) years of experience with public works construction contract law and in arbitrating public works construction disputes. In addition, the arbitrator shall have at least twenty (20) hours of formal training in arbitration skills. In the event the parties cannot agree upon a mutually acceptable arbitrator, then the provisions of the AAA Rules shall be followed in selecting an arbitrator possessing these qualifications.
- 26.5.3 Hearing Days and Location. The arbitrator shall set the date, time and place for each hearing, and/or conference. The parties shall respond to requests for hearing dates in a

timely manner, be cooperative in scheduling the earliest practicable date, and adhere to the established hearing schedule. Arbitration hearings shall not be delayed except upon good cause shown.

- 26.5.4 Recording Hearings. All hearings to receive evidence shall be recorded by a certified stenographic reporter, with the costs borne equally by City and Contractor and allocated by the arbitrator in the final award.
- 26.5.5 Waiver of Jury Trial. Contractor and City each voluntarily waive the right to a jury trial with respect to any contract dispute that is subject to the provisions of this Article. Contractor shall include this provision for waiver of jury trial in its contracts with its Other Contractors who provide any portion of the Work.

26.6 No claim for Extra Work shall be allowed unless the same was done pursuant to a written order of the City. The Contractor's failure to comply with any parts of this Article 27 shall be deemed to be a conclusive and binding determination on the part of the Contractor that the dispute does not involve Extra Work and is not contrary to the terms and provisions of this Contract, and shall be deemed a waiver by the Contractor of all claims for additional compensation or damages as a result of an order, work, action or omission.

26.7 Any termination, cancellation, or alleged breach of the Contract prior to or during the pendency of any proceedings pursuant to this Article shall not affect or impair the ability of the Commissioner or arbitrator to make a binding and final decision.

ARTICLE 27. RECORD KEEPING FOR EXTRA WORK OR DISPUTED WORK

27.1 While the Contractor or any of its Subcontractors is performing Contract Work, or Extra Work, or where the Contractor believes that it or any of its Subcontractors is performing disputed work or complying with a determination or order under protest, in each such case the Contractor shall furnish the Resident Engineer daily with a written statement signed by the Contractor's representative at the Site showing:

- 27.1.1 The name, trade, and telephone number of each worker employed on such Work or engaged in complying with such determination or order, the number of hours worked, and the character of the Work each is doing; and
- 27.1.2 The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such Work or compliance with such determination or order, and from whom purchased or rented.

27.2 A copy of such statement will be countersigned by the Resident Engineer, noting thereon any items not agreed to or questioned, and will be returned to the Contractor within two (2) business days after submission. The Contractor and its Subcontractors, when required by the City, shall also produce for inspection and copying at the office of the Contractor or Subcontractor any and all of its books, bid documents, financial statements, vouchers, records, daily job diaries, reports, and canceled checks, showing the nature and quantity of the labor, materials, plant and equipment used in the performance of such work or in complying with such determination or order, and the amounts expended therefore.

27.3 Failure to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation or damages on account of the performance of such Work or compliance with such determination or order.

ARTICLE 28. OMITTED WORK

28.1 If any Contract Work in a lump sum Contract, or if any part of a lump sum item in a unit price Contract is omitted by the City, the Contract price shall be reduced by an amount equal to the estimated cost of such omitted Work, computed in accordance with items 25.2.1 through 25.2.6 above, unless the Contractor and City can agree upon another method of fixing the value of such omitted Work. If any Contract Work in a unit price Contract, whether the whole of a lump sum item or units of any other item, is omitted, no payment will be made therefore. The Contractor agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted Work.

ARTICLE 29. NO ESTOPPEL

29.1 Neither the City nor any department, officer, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this Contract by the Commissioner, the Resident Engineer, or any other officer, agent or employee of the City, either before or after the final completion and acceptance of the Work and payment therefor:

29.1.1 From showing the true and correct classification, amount, quality or character of the Work actually done, or that any such determination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular, or that the Work or any part thereof, does not in fact conform to the requirements of this Contract; and

29.1.2 From recovering from the Contractor any overpayment made to him, or such damages as the City may sustain by reason of the Contractor's failure to perform each and every part of this Contract in strict accordance with its terms, or both.

ARTICLE 30. WAIVER, MODIFICATIONS AND APPROPRIATIONS

30.1 Waiver. Waiver by the City of a breach of any provision of this Contract shall not be deemed to be a waiver of any subsequent breach and shall not be construed to be a modification of terms of the Contract unless the same shall be agreed to in writing by the City.

30.2 Modification. The contract may be modified by the parties in writing in a manner not materially affecting the substance hereof. It may not be altered or modified orally.

30.3 Appropriations. This Contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Contract, and no liability on account thereof shall be incurred by the Contractor beyond the amount of such monies. It is understood that neither this Contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this Contract.

CHAPTER VII: POWERS OF THE RESIDENT ENGINEER AND COMMISSIONER

ARTICLE 31. THE RESIDENT ENGINEER

31.1 The Resident Engineer shall be the representative of the City at the Site and shall have the power, in the first instance, to inspect the performance of the Work. The Resident Engineer shall give orders and directions contemplated under the Contract relative to the execution of the Work. The Resident Engineer shall have the power to supervise and control the performance of the Work as completed under the Contract.

31.2 The Resident Engineer, in addition to those matters elsewhere herein delegated to the Resident Engineer and expressly made subject to his determination, direction or approval, shall have the power, subject to review by the Commissioner:

- 31.2.1 To determine the amount, quality, and location of the Work to be paid for hereunder.
- 31.2.2 To determine all questions in relation to the Work, to interpret the Contract Drawings, Specifications, and Addenda, and to resolve all patent inconsistencies or ambiguities therein.
- 31.2.3 To determine how the Work of this Contract shall be coordinated with Work of Other Contractors working simultaneously on or adjacent to the Site of the Work, including the power to suspend any part of the Work, but not the whole thereof.
- 31.2.4 To make changes in the Work as he deems necessary, including the issuing of change orders for Extra Work.
- 31.2.5 To amplify the Contract Drawings, add explanatory information and furnish additional Specifications and drawings, consistent with this Contract.
- 31.2.6 To omit Contract Work whenever he deems it is in the best interest of the City to do so.

31.3 The foregoing enumeration shall not imply any limitation upon the power of the Resident Engineer. It is the intent of this Contract that all of the Work shall generally be subject to the Resident Engineer's determination, direction, approval and certification, except where otherwise expressly stated herein.

ARTICLE 32. THE COMMISSIONER

32.1 The Commissioner, in addition to those matters elsewhere herein expressly made subject to his determination, direction or approval, shall have the power:

- 32.1.1 To review and make determinations on any and all questions in relation to this Contract and its performance; and
- 32.1.2 To modify or change this Contract so as to require the performance of Extra Work (subject, however, to the limitations specified in Article 24) or the omission of Contract Work; and
- 32.1.3 To suspend the whole or any part of the Work whenever in his judgment such suspension is required in the interest of the City, or to coordinate the Work of the various contractors engaged on the Site of the Work, or to expedite the completion of the entire Project even though the completion of this Contract may be delayed.

CHAPTER VIII. CONTRACT PRICE AND PAYMENTS

ARTICLE 33. CONTRACT PRICE

33.1 In full consideration for the Contractor's performance of the Work subject to the terms and conditions hereof, the City shall pay the Contractor the lump sum price or unit prices for which this Contract was awarded, plus the amount required to be paid for any Extra Work ordered by the City under Article 24, less credit for any omitted Work pursuant to Article 28.

ARTICLE 34. PARTIAL PAYMENTS

34.1 The City shall make partial payments to the Contractor on the basis of an approved estimate of the Work performed during the preceding business month. The City shall retain five (5%) of the amount of each estimate in accordance with Article 20 hereof.

34.2 As a condition precedent to payment, the Contractor shall submit a requisition for payment to the Resident Engineer on a monthly basis (except where the Commissioner approves in writing requisitions on a more frequent basis) in a form acceptable to the City, which shall contain an estimate of the quantity and fair value of the Work done during the payment period. The City shall make all monthly partial payments based on the Resident Engineer's review and approval of the requisition for payment. Any partial payment made by the City shall not be construed as acceptance of partially completed Work or as a waiver of the right of the City to require the fulfillment of all of the terms of the Contract.

34.3 Upon receipt of a satisfactory requisition for payment, the Resident Engineer will prepare a voucher for a partial payment in the amount of such approved estimate, less any deductions authorized to be made under the terms of this Contract or by Law. Payment shall be made by the City within thirty (30) Days after receipt, audit and approval of the voucher by the City's Department of Finance.

34.4 With every application for partial payment, the Contractor shall also submit a verified statement in the form prescribed by the City setting forth the information required under Labor Law Section 220-a.

34.5 In preparing estimates for partial payment, material delivered to the Site and properly stored and secured at the Site, material in short or critical supply or material specially fabricated and other material approved to be stored off-Site under such conditions as the Resident Engineer shall prescribe may be taken into consideration. As condition of payment of material stored off-Site, the material shall be properly stored in a secured location approved by the Resident Engineer and must be made available to the City for inspection to assure compliance with Project Specifications. In order to seek payment pursuant to this Article, the Contractor must submit a list of the material in short or critical supply, material specially fabricated for the Work at the Site, or material which for any other reason must be stored off-Site. Such list must be accompanied by a detailed backup substantiating the Contractor's position that it is material in short or critical supply or material specially fabricated for Work at the Site, and such material cannot be installed shortly after delivery and must be stored off-Site. All costs related to the storage of material, or material in short or critical supply or material specially fabricated for the Work at the Site are the sole responsibility of the Contractor. In addition, the Contractor must demonstrate that the materials stored at the Site or off-

Site has been paid for in full by the Contractor, and upon partial payment by the City becomes the sole property of the City.

ARTICLE 35. CONTRACTOR'S PAYMENT TO SUBCONTRACTORS

35.1 The Contractor shall make payment to the Subcontractors within fifteen (15) Days of the receipt of any payment from the City. The Contractor shall pay to each Subcontractor that portion of the proceeds of such payment representing the value of the Work performed by such Subcontractor, based upon the actual value of the subcontract, which has been approved and paid for by the City, less an amount necessary to satisfy any claims, liens, or judgments against such Subcontractor which have not been suitably discharged and less any amount retained by the Contractor as provided herein. The subcontract may provide that the Contractor may retain not more than five percent (5%) of each payment to such Subcontractor, or not more than ten percent (10%) of each such payment if prior to entering into the subcontract such Subcontractor is unable or unwilling to provide a performance bond in the amount of the subcontract. The Contractor agrees it will execute such certificate or statement as the City may require to prove compliance with this Article.

ARTICLE 36. SUBSTANTIAL COMPLETION PAYMENT

36.1 The Contractor shall submit with the Substantial Completion requisition:

36.1.1 A final verified statement of any pending Article 26 disputes and any and all alleged claims against the City in any way connected with or arising out of this Contract, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included, and the alleged value of each item. With respect to each such claim, the Commissioner and, in the event of litigation, the City Corporation Counsel shall have the same right to inspect and copy the Contractor's books, vouchers, records, etc. Nothing contained in this provision is intended to or shall relieve the Contractor from the obligation of complying strictly with any other provisions of the Contract. The Contractor acknowledges and agrees that unless such claims are completely set forth as herein required, the Contractor upon acceptance of the Substantial Completion payment will have waived any such claims. This provision also applies in all respects to the Final Payment.

36.1.2 Final Approved Punch List.

36.1.3 Where required, a request for an extension of time to achieve Substantial Completion or final extension of time.

36.2 The Resident Engineer shall issue a voucher calling for payment of any part or all of the balance due for Work performed under the Contract, including monies retained under Article 20, less any and all deductions authorized to be made under this Contract or by Law, and less twice the amount the Commissioner considers necessary to ensure the completion of the balance of the Work by the Contractor. Such a payment shall be considered a partial and not a final payment. Payment shall be made by the City within thirty (30) Days after receipt, audit and approval of the voucher by the City's Department of Finance.

36.3 No Substantial Completion payment shall be made where the Contractor failed to complete the Work within the time fixed for such completion in the Schedule A of this General Agreement, or within the

time to which completion may have been extended, until an extension(s) of time for the completion of Work has been acted upon pursuant to Article 8.

36.4 No further partial payments shall be made to the Contractor after Substantial Completion, except payment(s) pursuant to any Contractor's requisition that was properly filed with the City prior to the date of Substantial Completion. The Commissioner may grant a waiver for further partial payments after the date of Substantial Completion to permit payments for change order Work and/or release of retainage and deposits pursuant to Articles 20 and 21. Such waiver shall be in writing.

36.5 The Contractor acknowledges that nothing contained in this Article is intended to or shall in any way diminish the force and effect of any other Articles herein.

ARTICLE 37. FINAL PAYMENT

37.1 As a condition precedent to receiving final payment for all Work, the Contractor shall submit all required certificates, approvals and documents, together with a requisition for the balance claimed to be due under the Contract, less the amount authorized to be retained for maintenance after Final Acceptance.

37.2 The Contractor must submit with the final requisition a final verified statement of any pending Article 26 claims and any and all alleged claims against the City, as required under subsection 36.1.1. The Contractor shall have the same obligations, and the City shall have the same rights, as referenced in Article 36.1.1 as it pertains to submission of a final verified statement. The Contractor agrees that unless such claims are completely set forth as herein required, the Contractor upon acceptance of the final payment will have waived any such claims.

37.3 After receiving the documentation herein required, the City will determine the balance due hereunder other than on account of claims, and will prepare a voucher for final payment in that amount, less any and all deductions authorized to be made by the City under this Contract or by Law. Payment pursuant to the final voucher, less any such authorized deductions, shall constitute final acceptance and final payment, and shall be made by the City within thirty (30) Days after receipt, audit and approval by the City's Department of Finance.

37.4 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the Contractor to prosecute the Work more advantageously, shall be subject to correction in the final voucher, and the certification of the Resident Engineer and approval of the Commissioner shall be conditions precedent to the right of the Contractor to receive any monies hereunder. Such final voucher shall be binding and conclusive upon the Contractor.

ARTICLE 38. ACCEPTANCE OF FINAL PAYMENT

38.1 The acceptance by the Contractor of the final payment shall constitute and operate as a release of the City from any and all claims of, and liability to, the Contractor for anything done or furnished for the Contractor relating to or arising out of this Contract and the Work done, and for any prior act, neglect or default on the part of the City or any of its officials, agents or employees, excepting only a claim against the City for the amounts deducted or retained in accordance with the terms and provisions of this Contract

or by Law, and excepting any claims not otherwise waived or any pending dispute resolution procedures that are contained in the verified statement filed with the Contractor's final requisition.

38.2 The Contractor agrees that the execution by it of a release in connection with the acceptance of the final payment containing language purporting to reserve rights or claims other than those specifically excepted from the operation of this Article, or those for amounts deducted by City, shall not be effective to reserve such rights or claims, notwithstanding anything stated to the contrary to the Contractor either orally or in writing by any official, agent or employee of the City.

38.3 The Contractor, prior to commencing any action for breach of Contract, must serve a detailed and verified statement upon the City's Corporation Counsel not later than forty (40) Days after the acceptance of the final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

ARTICLE 39. LIENS

39.1 Upon receipt of a lien, the City shall send notice to the Contractor stating that a sum of one and one half (1½) times the amount stated to be due in the lien shall be deducted from payments due to the Contractor. This sum shall be withheld until the lien is discharged.

ARTICLE 40. WITHHOLDING OF PAYMENTS

40.1 The City may withhold from the Contractor any part of any payment as may, in the judgment of the Resident Engineer be necessary: (a) to assure payment of just claims of any person supplying labor or materials for Work; (b) to protect the City from loss due to defective Work not remedied to the satisfaction of the City; or (c) to protect the City from loss due to injury to persons or damage to work or property of others caused by the act or neglect of the Contractor or Subcontractors. The City shall have the right to apply any amount so withheld, in such manner as the City may deem proper to satisfy claims or to secure protection. Such application of the money shall be deemed payments for the account of the Contractor.

40.2 The provisions of this Article are solely for the benefit of the City and any action or non-action hereunder by the City shall not give rise to any liability on the part of the City.

CHAPTER IX: LABOR PROVISIONS

ARTICLE 41. EMPLOYEES

41.1 The Contractor and its Subcontractors shall not employ on the Contract Work:

41.1.1 Anyone who is not competent, faithful and skilled in the Work for which he or she shall be employed, and whenever the City shall inform the Contractor that any employee is, in the City's opinion, incompetent, unfaithful, or disobedient, he shall be discharged from the Work forthwith, and shall not again be employed upon it; or

41.1.2 Any labor, materials or means whose employment, or utilization during the course of this Contract, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of Work or similar troubles by workers employed by the Contractor, his

Subcontractors, or by any of the trades working in or about the Site where Work is being performed under this Contract, or by Other Contractors or their subcontractors pursuant to Other Contracts, or on any other premises or buildings owned or operated by the City, its agencies, departments, boards or authorities. Any violation by the Contractor of this requirement may be considered sufficient cause for declaring the Contractor to be in default; or

- 41.1.3 In accordance with Section 220 (3-e) of the Labor Law, the Contractor and his Subcontractors shall not employ on the Work any apprentice unless he is registered individually, under a bona fide program registered with the New York State Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his work force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above shall be paid the wage rate determined by the classification of Work he actually performed. The Contractor or Subcontractor will be required to furnish written evidence of the registration of his program and apprentices as well as all the appropriate ratios and wage rates, for the area of the construction prior to using any apprentices on the Contract Work.

ARTICLE 42. AFFIRMATIVE ACTION POLICIES; EMPLOYER AND PROFESSIONAL RESPONSIBILITIES

42.1 Affirmative Action. The Contractor shall comply with, and assist the City in implementing, all affirmative action policies set forth in the Contract as well as any such policies or regulations which may be issued or amended by the City from time to time, and all requirements under applicable Federal, State and Municipal statutes, and any applicable regulations thereunder, relating to equal employment opportunities for all individuals.

42.2 Employer Responsibilities. The Contractor shall comply with the provisions of all applicable State and Municipal requirements and with all State and Federal laws applicable to the Contractor as an employer of labor or otherwise as well as any labor provisions set forth in this Contract or required by Law.

42.3 Professional Status Requirements. The Contractor shall comply, at its own expense, with all rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, Subcontractors and others employed to undertake and complete the Work hereunder.

ARTICLE 43. LABOR LAW PROVISIONS

43.1 The Contractor agrees, as required by Labor Law Sections 220 and 220-d, as amended, that:

43.1.1 No laborer, worker or mechanic in the employ of the Contractor or any Subcontractor employed by the Contractor in the performance of this Contract shall be permitted or required to work more than eight (8) hours in any one (1) Day or more than five (5) Days in any one week except in cases of extraordinary emergency, as defined in the Labor Law.

43.1.2 The wages to be paid for a legal day's work to each laborer, worker or mechanic employed by the Contractor or any Subcontractor in the performance of this Contract shall not be less than the prevailing rate of wages as defined by Law.

- 43.1.3 Each laborer, worker or mechanic employed by the Contractor or any Subcontractor in the performance of this Contract shall be provided the prevailing supplements as defined by Law.
- 43.1.4 The minimum hourly rate of wages to be paid and the minimum supplement to be provided to the laborers, workmen or mechanics employed in the performance of this Contract, either by the Contractor or any Subcontractor, shall not be less than that which shall be designated by the Commissioner of Labor of the State of New York.
- 43.1.5 The Contractor and any Subcontractor shall pay all employees engaged in the performance of this Contract in full, less legally required deductions, in accordance with Labor Law Section 220.3. All such payments shall be made in cash, except payment may be made by check to the extent permitted by Law.

43.2 The Contractor agrees that as required by Labor Law Section 220-e, in case of underpayment of wages or supplements to any worker engaged in the performance of this Contract by the Contractor or any Subcontractor, the City may withhold from the Contractor out of payments due any amount sufficient to pay such worker the differences between the wages and supplements required to be paid by the Labor Law and wages and supplements actually paid such worker for the total number of hours worked plus interest as provided in the Labor Law, and that the City may disburse such amount so withheld by the City for and on account of the Contractor to the employees to whom such amount is due. The Contractor further agrees that the amount to be withheld pursuant to this paragraph may be in addition to any other amounts permitted to be retained by the City.

43.3 Prevailing Wage Enforcement. The Contractor agrees to pay for the cost of any investigation conducted by or on behalf of the City which discovers a failure to pay prevailing wages by the Contractor or its Subcontractor(s). The Contractor also agrees, that should it fail or refuse to pay for any such investigation, the City is hereby authorized to deduct from the Contractor's account an amount equal to the cost of such investigation.

43.4 Daily Sign-Out Log Requirements. Each day of the Contract Work, the Contractor and its Subcontractors shall complete a daily sign-out log acceptable to the City for all their hourly employees performing work on the Project. In addition, the Contractor and its Subcontractors shall insure that all employees listed on the daily log verify the information on the log applicable to them by signing next to their name. The Contractor and its Subcontractors shall deliver the daily sign-out log originals to the Resident Engineer or his representative at a frequency acceptable to the Resident Engineer. However, the Contractor's and its Subcontractors' log submissions must be current before the City will process the Contractor's requisition for payment for any particular period.

43.5 Payroll Reports. The Contractor and its Subcontractor(s) shall maintain on the Site during the performance of the Work the original payrolls or transcripts thereof which the Contractor and its Subcontractor(s) are required to maintain and shall submit such original payrolls or transcripts, subscribed and affirmed by it as true, within thirty (30) Days after issuance of its first payroll, and every thirty (30) Days thereafter, pursuant to Labor Law Section 220(3-a)(a)(iii). The Contractor and Subcontractor(s) shall submit such original payrolls or transcripts along with each and every payment requisition. If payment requisitions are not submitted at least once a month, the Contractor and its Subcontractor(s) shall submit original payrolls and transcripts both along with its payment requisitions and independently of its payment

requisitions. The Contractor shall maintain payrolls or transcripts thereof for six (6) years from the date of completion of the Work on this Contract

43.6 Dust Hazards. If during the performance of the Work a harmful dust hazard is created for the elimination of which appliances or methods have been approved by the Industrial Board of Appeals of the State of New York, such appliances and methods shall be installed, maintained and effectively operated by the Contractor in compliance with Labor Law Section 222-a. If Labor Law Section 222-a is not complied with, the City may void this Contract in which event the City shall have the same rights and remedies as it would have in the case of termination under this Contract in addition to any other rights and remedies of the City.

ARTICLE 44. NON-DISCRIMINATION REQUIREMENTS

44.1 In accordance with Chapter 31 of the City Code and Section 220-e of the Labor Law, as amended, Contractor agrees that neither it nor its Subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the Work; or (b) discriminate against or intimidate any employee hired for the performance of Work under this Contract. The Contractor will permit the City to have access to all relevant books, records and accounts for the purposes of investigation to ascertain compliance with such requirements.

44.2 The Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Contract or with any such requirements, such noncompliance shall constitute a material breach of this Contract. The Contractor further understands that, as provided in Section 220-e of the Labor Law, as amended, there may be deducted from the amount payable to it by the City under this Contract a penalty of fifty dollars (\$50.00) for each person for each Day during which said person was discriminated against or intimidated by reason of race, creed, color, disability, sex, or national origin in violation of the provisions of this contract. The City may impose any or all of the following sanctions: (a) disapproval of the Contractor; (b) suspension or termination of this Contract; (c) declaring the Contractor in default; or (d) adoption and adherence to an employment program.

44.3 The Contractor understands that, as provided in Section 220-e of the Labor Law, as amended, this Contract may be cancelled or terminated by the City, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of this Contract with regard to discrimination on the basis of race, creed, color, disability, sex or national origin. The City may declare any contractor who has repeatedly failed to comply with Section 220-e of the Labor Law non-responsible.

CHAPTER X. CONTRACTOR'S DEFAULT; TERMINATION

ARTICLE 45. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT

45.1 In addition to those instances specifically referred to in other Articles herein, the Commissioner shall have the right to declare the Contractor in default of this Contract if:

45.1.1 The Contractor becomes insolvent; or

- 45.1.2 The Contractor makes an assignment for the benefit of creditors pursuant to statutes of the State of New York; or
 - 45.1.3 A voluntary or involuntary petition in bankruptcy is filed by or against the Contractor; or
 - 45.1.4 The Contractor fails to commence Work when notified to do so by the City; or
 - 45.1.5 The Contractor abandons the Work; or
 - 45.1.6 The Contractor refuses to proceed with the Work when and as directed by the City;
 - 45.1.7 The Contractor, without just cause, reduces its work force to a number which, if maintained, would be insufficient, in the opinion of the City to complete the Work in accordance with the progress schedule, and fails or refuses to increase sufficiently the work force when ordered to do so by the City; or
 - 45.1.8 The Contractor sublets, assigns, transfers, converts or otherwise disposes of this Contract other than as herein specified; or
 - 45.1.9 The Contractor fails to secure and maintain all required insurance and bonds; or
 - 45.1.10 A receiver is appointed to take charge of the Contractor's property or affairs; or
 - 45.1.11 The City is of the opinion that the Contractor is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the Work, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or
 - 45.1.12 The City is of the opinion that the Contractor is or has been willfully or in bad faith violating any of the provisions of this Contract; or
 - 45.1.13 The City is of the opinion that the Work cannot be completed within the time herein provided or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the City's opinion, attributable to conditions within the Contractor's control; or
 - 45.1.14 The Work is not completed within the time herein provided or within the time to which the Contractor may be entitled to have such completion extended; or
 - 45.1.15 Any statement or representation of the Contractor in the Contract or in any document submitted by the Contractor with respect to the Work, the Project, or the Contract (or for purposes of securing the Contract) was untrue or incorrect when made; or
 - 45.1.16 The Contractor or any of its officers, directors, partners, shareholders, principals, or other persons substantially involved in its activities, commits any acts subjecting them to disbarment in New York State.
 - 45.1.17 Before declaring the Contractor in default, the Commissioner shall give the Contractor an opportunity to be heard, upon not less than two (2) Days' notice, at which hearing the Contractor may have a stenographer present; provided, however, that a copy of the stenographer's notes and transcript shall be furnished to the City.
- 45.2 The right to declare the Contractor in default for any of the above specified grounds shall be exercised by sending the Contractor a notice, signed by the Commissioner, setting forth the ground(s) upon which such default is declared ("Notice of Default").
- 45.3 The Commissioner's determination that the Contractor is in default shall be conclusive, final, and binding and such a finding shall preclude the Contractor from commencing a plenary action for any damages relating to the Contract. If the Contractor protests the determination of the Commissioner, the

Contractor may commence an action in a court of competent jurisdiction of the state of New York under Article 78 of the New York Civil Practice Law and Rules.

ARTICLE 46. OUTTING THE SITE

46.1 Upon receipt of such Notice of Default, the Contractor shall immediately discontinue all further operations under this Contract and shall immediately quit the Site, leaving untouched all plant, materials, equipment, tools, and supplies then on the Site.

ARTICLE 47. TERMINATION BY THE CITY

47.1 In addition to the right to terminate in the event of a default under Article 45 or any other Article herein, the City may, at any time, terminate this Contract for convenience of the City by written notice to the Contractor and in such event the Contractor shall:

- 47.1.1 Stop Work on the date specified in the notice; and
- 47.1.2 Take such action as may be necessary for the protection and preservation of the City's materials and property; and
- 47.1.3 Cancel all cancellable orders for material and equipment; and
- 47.1.4 Assign to the City and deliver to the Site or another location designated by the Commissioner, any non-cancellable orders for material and equipment that is not capable of use except in the performance of this Contract; and
Take no action which will increase the amounts payable by the City under this Contract.

47.2 On all lump sum contracts, the City will pay the Contractor:

- 47.2.1 Its direct cost as hereinafter defined or the fair and reasonable value, whichever is less, for:
(a) the portion of the Work completed up to the time of termination; and (b) non-cancelable material and equipment that is not capable of use except in the performance of this Contract and has been specifically fabricated for the sole purpose of this Contract but not incorporated in the Work; and
- 47.2.2 Five percent (5%) of the direct cost as hereinafter defined; and
- 47.2.3 In addition to the foregoing, the Contractor shall be paid five percent (5%) of the difference between the lump sum Contract price and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Subsections 47.2.1 and 47.2.2 of this Article.

47.3 On all unit price Contracts, the City will pay the Contractor:

- 47.3.1 For all completed units, the unit price stated in the Contract; and
- 47.3.2 For uncompleted units, payment will be made pursuant to Subsection 47.2.1 and 47.2.2 above.

47.4 Direct costs as used in this Article shall mean:

- 47.4.1 The actual purchase price of material and equipment plus necessary and reasonable delivery costs; and
 - 47.4.2 Actual cost of labor involved in construction and installation at the Site; and
 - 47.4.3 Actual cost of necessary bonds and insurance purchased pursuant to the requirements of this Contract less any amounts that have been or should be refunded by the Contractor's sureties or insurance carriers.
 - 47.4.4 Direct costs shall not include overhead.
- 47.5 In no event shall any payments under this Article exceed the Contract price for such items.
- 47.5.1 All payments pursuant to this Article shall be in the nature of liquidated damages and shall be accepted by the Contractor in full satisfaction of all claims against the City arising out of the termination.
 - 47.5.2 The City may deduct or set off against any sums due and payable pursuant to this Article, any claims it may have against the Contractor.
- 47.6 All payments pursuant to this Article are subject to audit.

ARTICLE 48. COMPLETION OF THE WORK

48.1 The City, after declaring the Contractor in default, may have the Work completed by such means and in such manner, by contract with or without public letting, or otherwise, as he deems advisable, utilizing for such purpose the Contractor's and its Subcontractors' plant, materials, equipment, tools, and supplies remaining on the Site.

48.2 After such completion, the City shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and the total amount of liquidated damages (at the rate provided for in Schedule to this General Agreement) from the date when the Work should have been completed by the Contractor in accordance with the terms hereof to the date of actual completion of the Work. Such certificate shall be binding and conclusive upon the Contractor, its sureties, and any person claiming under the Contract, as to the amount thereof.

48.3 The expense of such completion, including all related and incidental costs, and any liquidated damages shall be charged against and deducted out of such monies earned by the Contractor. The balance of such monies, if any, subject to other provisions of this Contract, shall be paid to the Contractor upon demand without interest upon such completion. Should the expense of such completion exceed the total sum which would have been payable under the Contract if it had been completed by the Contractor, any excess shall be paid by the Contractor to the City upon demand.

ARTICLE 49. PARTIAL DEFAULT

49.1 In case the Commissioner shall declare the Contractor in default as to a part of the Work only, the Contractor shall discontinue such part, shall continue performing the remainder of the Work in strict conformity with the terms of this Contract, and shall in no way hinder or interfere with any Other Contractor(s) or persons whom the Commissioner may engage to complete the Work as to which the Contractor was declared in default.

49.2 The provisions of this Chapter relating to declaring the Contractor in default as to the entire Work shall be equally applicable to a declaration of partial default, except that the City shall be entitled to utilize for completion of the part of the Work as to which the Contractor was declared in default only such plant, materials, equipment, tools, and supplies as had been previously used by the Contractor on such part.

ARTICLE 50. PERFORMANCE OF UNCOMPLETED WORK

50.1 In completing the whole or any part of the Work under the provisions of this Chapter X, the City may depart from or change or vary the terms and provisions of this Contract, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the City's certificate of the cost of completion referred to in Article 48, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the Contractor hereunder but for its default.

ARTICLE 51. OTHER REMEDIES

51.1 In addition to the right to declare the Contractor in default pursuant to this Chapter X, the City shall have the absolute right to complete or cause to be completed in the same manner as described in Articles 48 and 50, any or all unsatisfactory or uncompleted punch list Work that remains after the completion date specified in the Approved Punch List. A written notice of the exercise of this right shall be sent to the Contractor who shall immediately quit the Site in accordance with the provisions of Article 46.

51.2 The expense of completion permitted under this Article shall be charged against and deducted out of monies which have been earned by the Contractor. The balance of such monies, if any, subject to the other provisions of this Contract shall be paid on demand to the Contractor without interest after such completion. Should the expense of such completion exceed the total sum which would have been payable under the Contract if it had been completed by the Contractor, any excess shall be paid by the Contractor to the City upon demand.

51.3 The previous provisions of this Chapter X shall be in addition to any and all other remedies available under Law or in equity. The exercise by the City of any remedy set forth herein shall not be deemed a waiver by the City of any other legal or equitable remedy contained in this Contract or provided under Law.

CHAPTER XI. MISCELLANEOUS PROVISIONS

ARTICLE 52. CITY'S RIGHT TO AUDIT AND INSPECT RECORDS

52.1 The Contractor shall maintain and keep, and require any Subcontractor to maintain and keep, for a period of not less than six (6) years after the date of final acceptance, all books, records, documents, agreements, payments, receipts, logs, ledgers, notes, and all other data of every kind and character without limitation related to the Work (hereinafter referred to as "records"). All such records shall be open to inspection and subject to audit and reproduction by the City or its authorized representative to the extent necessary to adequately permit evaluation and verification of the Contractor's compliance with: (a) the

Contract requirements; (b) the City's business ethics policies set forth herein, and (c) with the provisions for pricing change orders, invoices or claims submitted by the Contractor or any of his payees.

52.2 Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, including overhead allocations, as they may apply to costs associated with this Contract, and any and all other records and sources of information that may in the City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Where Contractor's records have been generated from computerized data, Contractor agrees to provide the City's representatives with copies of data files in suitable computer readable format.

52.3 The City or its designee shall be entitled to audit all of the Contractor's records for a period of six (6) years after final payment or longer if required by Law.

52.4 Contractor shall require all payees to comply with the provisions of this Article by insertion of the requirements hereof in a written contract between Contractor and payee. Requirements to include flow-down audit provisions in contracts with payees applies to, without limitation, Subcontractors, sub-subcontractors and Materialmen. When working under any type of contract, Contractor will cooperate fully and cause all payees to cooperate fully in furnishing or in making available to the City from time to time whenever requested in an expeditious manner any and all such information, materials, and data required by this Article of the Contract.

52.5 The City through its authorized representative(s) shall have access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract, shall have access to all necessary records, and shall be provided adequate and appropriate work space to conduct audits in compliance with this Article.

52.6 If an audit inspection or examination in accordance with this Article discloses overpricing or overcharges of any nature by the Contractor to the City in excess of one-half of one percent (.5%) of the total Contract billings, in addition to repayment or credit for the overcharges, the reasonable actual cost of the City's audit shall be fully reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made no later than ninety (90) days from presentation of City's findings to Contractor.

ARTICLE 53. BUSINESS ETHICS

53.1 During the course of pursuing contracts with the City and while performing Work in accordance with this Contract, Contractor agrees to maintain business ethics standards aimed at avoiding any real or apparent impropriety or conflict of interest which could be construed to have an adverse impact on the dealings with the City. Contractor shall take reasonable actions to prevent any actions or conditions which could result in a conflict with the City's best interests. These obligations shall apply to the activities of the Contractor's employees, agents, representatives, Subcontractors, Materialmen, etc. in their dealings and relations with the City's current and former employees and their relatives. The Contractor and its employees, agents, representatives, Subcontractors, Materialmen, etc. shall not make or provide to be made any gifts, entertainment, payments, loans, or other considerations to the City's representatives, employees or their relatives. Contractor agrees to notify the City within forty-eight (48) hours of any instance where the Contractor becomes aware of a failure to comply with the provisions of this Article.

ARTICLE 54. INVESTIGATION CLAUSE

54.1 The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by the City or by an inspector general or other investigatory authority of a Federal, State, or governmental agency or authority that is empowered to compel the attendance of witnesses and to examine witnesses under oath.

54.2 If any person who has been advised that his/her statement, and any information from such statement, will not be used against him/her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, State, or any political subdivision or public authority of New York or other public corporation thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State; or,

54.3 If any person refuses to testify for a reason other than the assertion of his/ her privilege against self-incrimination in any investigation, audit or inquiry by any agency empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the City or by an inspector general or other investigatory authority of a State or City governmental agency that is a part of interest in, and is seeking testimony concerning the award of or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State or other political subdivision or public authority or other public corporation thereof or any local development corporation within the City, or any public benefit corporation organized under the laws of the States, then:

54.3.1 The City may convene a hearing, upon not less than five (5) days' notice to the parties involved, to determine if any penalties should attach for the failure of a person to testify.

54.3.2 If any non-governmental party to such a hearing requests an adjournment, the Contractor agrees for itself and for those acting on its behalf that the City may, upon granting the adjournment, suspend any contract, lease, permit or license pending the final determination pursuant to the provisions below without the City incurring any penalty or damages.

54.4 The Contractor agrees for itself and for those acting on its behalf that the penalties which may be imposed by the City after such a hearing and a final determination by the City may include but shall not exceed:

54.4.1 The disqualification for a period not to exceed five (5) years from the date of such a determination of any person, or any entity of which such a person was a member at the time the testimony was sought, from obtaining any contract, lease, permit or license with or from the City; and/or

54.4.2 The cancellation or termination of any and all existing contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted thereunder, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City's incurring any penalty or damages on account of such cancellation or termination; monies

lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

54.5 The City shall consider and address in reaching its determination and in assessing an appropriate penalty the factors in subsections 54.5.1 and 54.5.2 below. The City may also consider, if relevant and appropriate, the criteria established in subsection 54.5.3 and 54.5.4 below in addition to any other information which may be relevant and appropriate:

- 54.5.1 The parties' good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought;
- 54.5.2 The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity;
- 54.5.3 The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses; and
- 54.5.4 The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in any entity subject to penalties under paragraph D above, provided that the party or entity has given actual notice to the City upon the acquisition of the interest, or at the hearing called for in Article 54.5 above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

54.6 Definitions.

- 54.6.1 The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.
- 54.6.2 The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.
- 54.6.3 The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases or permit from or through the City or otherwise transacts business with the City.
- 54.6.4 The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, owner, other principal or employee.

54.7 The City in its sole discretion may terminate this Contract upon not less than three (3) days' notice in the event the Contractor fails to promptly report in writing to the City's Police Commissioner any solicitation for money, goods, future employment or other benefit or thing of value by or on behalf of any employee of the City or any other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Contract by the Contractor, or affecting the performance of this Contract.

ARTICLE 55. CONTRACTOR'S WARRANTIES

55.1 In consideration of, and to induce the award of this Contract to it, the Contractor represents and warrants:

- 55.1.1 That it is financially solvent, and sufficiently experienced and competent to perform the Work; and
- 55.1.2 That the facts stated in its bid and the information provided by it in the Information for Bidders is true and correct in all respects; and
- 55.1.3 That its principals have read and complied with all the requirements set forth in the Information for Bidders; and
- 55.1.4 That neither it nor any directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Work herein provided; and
- 55.1.5 That the Contractor is familiar with all Federal, State, and Municipal laws, ordinances, orders, rules and regulations, which may in any way affect the Work; and
- 55.1.6 That the Contractor has carefully examined the Contract and the Site of the Work and that, from the Contractor's own investigations is satisfied as to the nature and location of the Work, the character quality and quantity of surface and subsurface materials and interferences likely to be encountered, the character or equipment and other facilities needed to perform the Work, the general and local conditions, and all other materials or items which may affect the Work; and
- 55.1.7 That the Contractor is an independent contractor and not an employee of the City. Unless the Contract specifically provides otherwise, the Means and Methods of Construction, control of the Site, and protection of Contractor's employees shall be entirely the Contractor's responsibility at all times.
- 55.1.8 That it has read and complied with all requirements set forth in the Contract.

ARTICLE 56. CONTRACTOR PERFORMANCE EVALUATION AND CRITERIA

56.1 The Resident Engineer will evaluate the Contractor's performance for compliance with Contract requirements. The Contractor will be evaluated by the Resident Engineer at least once during performance of the Contract ("interim evaluation"). In addition, the Contractor will receive a final evaluation near the completion of the Project. The Contractor's overall performance will be rated by the Resident Engineer as either outstanding, very good, satisfactory, marginal or unsatisfactory.

56.2. The Contractor's performance will be evaluated by the Resident Engineer on the basis of: (a) Quality of Work; (b) Management; (c) Scheduling, and (d) Adherence to safety, industrial and hygiene requirements.

56.3 A marginal or unsatisfactory evaluation in any of the elements of the criteria set forth in 56.2 of this Article may serve as a basis for a Contractor to receive an overall rating of marginal or unsatisfactory.

56.4 If the Contractor receives an overall evaluation of either marginal or unsatisfactory, he will be given an opportunity to cure any deficiencies or irregularities in the performance.

56.5 If the Contractor receives an overall interim evaluation of marginal, the Contractor may be suspended from bidding or subcontracting on future City projects for a period of thirty (30) to sixty (60) days. If the Contractor's interim evaluation is unsatisfactory, the Contractor may be suspended from bidding or subcontracting on future City projects for a period of (30) to ninety (90) days.

56.6 If the City determines that the Contractor has failed to provide a cure for the deficiencies or irregularities that resulted in either a marginal or an unsatisfactory interim evaluation, or if the Contractor on a subsequent interim evaluation is rated less than satisfactory, the Contractor may be disqualified from bidding or subcontracting for the remaining term of the Contract.

56.7 If the Contractor receives an overall marginal final evaluation, he may be disqualified from bidding or subcontracting on future City projects for one (1) year. If the Contractor that receives an unsatisfactory rating, he may be disqualified from bidding, contracting or subcontracting on City projects for a period of up to five (5) years.

56.8 If the Contractor is disqualified pursuant to a marginal or unsatisfactory evaluation, the Contractor may appeal the evaluation to the Commissioner.

ARTICLE 57. CLAIMS AND ACTIONS

57.1 Any claims against the City for damages for breach of Contract shall not be made or asserted in any action unless the Contractor has strictly complied with all requirements relating to the giving of notice and of information with respect to such claims as have been herein provided.

57.2 Nor shall any such action or proceeding be instituted or maintained on any such claims unless such action or proceeding is commenced within one (1) year after the date of submission of the final payment voucher pursuant to Article 37; except that an action or proceeding on a claim for monies deducted, retained or withheld under the provisions of this Contract or the Law must be commenced within one (1) year after the date of final payment hereunder or after such monies become due and payable hereunder, whichever is later, and further except that an action or proceeding on a claim based upon the City's exercise of the right to declare the Contractor in default must be commenced within six (6) months after the date the City declared the Contractor in default.

57.3 In the event any claim is made or any action brought in any way relating to the Contract, the Contractor shall diligently render to the City, without additional compensation, any and all assistance which the City may require of the Contractor.

ARTICLE 58. NO CLAIM AGAINST OFFICIALS, OFFICERS, AGENTS OR EMPLOYEES

58.1 No claim whatsoever shall be made by the Contractor against any official, officer, agent, or employee of the City for, or on account of, anything done or omitted to be done in connection with this Contract.

ARTICLE 59. INFRINGEMENTS

59.1 The Contractor shall be solely responsible for and shall defend, indemnify, and hold the City harmless from any and all claims (even if the allegations of the lawsuit are without merit) and judgments for damages and from costs and expenses to which the City may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights, or any other property or personal right of any third party by the Contractor and/or its Subcontractors in the performance or completion of the Work. Insofar as the facts or Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

ARTICLE 60. NOTICES

60.1 The Contractor designates the business address, fax number, and email address specified in its bid, as the place where all notices, directions or other communications to the Contractor may be delivered, or to which they may be mailed. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when: (i) delivered personally upon the Contractor, or, if the Contractor is a corporation, upon any officer thereof; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and acknowledged by the recipient.

60.1 The Contractor's notice address, email address, or fax number may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor, and delivered to the Commissioner.

ARTICLE 61. SEVERABILITY

61.1 If any provision, or part thereof, of this Agreement is judicially declared invalid, void or unenforceable, each and every other provision, or part thereof, nevertheless shall continue in full force and effect, and the unenforceable provision shall be changed or interpreted so as best to accomplish the objectives and the intent of such provision within the limits of applicable Law.

ARTICLE 62. ANTITRUST ASSIGNMENT

62.1 The Contractor hereby assigns, sells and transfers to the City of New Rochelle all right, title and interest in and to any claims and causes of action arising under the antitrust laws of New York State or of the United States relating to the particular goods or services purchases or procured by the City under this Contract.

ARTICLE 63. CHOICE OF LAW

63.1 This Contract shall be construed and enforced in accordance with the laws of the State of New York without regard to conflict of law principles. All claims, actions, proceedings and lawsuits brought in connection with, arising out of, related to or seeking enforcement of this Agreement shall be brought in the State of New York, Westchester County.

ARTICLE 64. TAX EXEMPTION

64.1 The City is exempt from payment of state, local taxes, and sales and compensating use taxes of the State of New York and of cities and counties on all materials and supplies incorporated into completed Work. These taxes are not to be included in bids. This exception does not apply to tools, machinery, equipment or other property leased by or to the Contractor or to supplies and materials which, even though they are consumed, are not incorporated into the completed work, and the Contractor and Subcontractors shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on said leased tools, machinery equipment or other property and upon all said unincorporated supplies and materials.

64.2 The Contractor shall obtain any and all necessary certificates or other documentation from the appropriate governmental agency or agencies, and use said certificates or other documentation as required by Law.

ARTICLE 65. COMPLIANCE WITH LAWS

65.1 At all times during the Contractor's Work on the Project, the Contractor shall comply with all Federal, State and Municipal Laws applicable to this Contract and to the Work to be done hereunder, including but not limited to New Rochelle Noise Control Ordinance, and any regulations issued by the Commissioner or other governmental entity having jurisdiction. The Contractor shall also maintain in full force and effect, and shall require its Subcontractors to maintain, all required licenses, certificates, approvals and permits required for the performance of the Work. The Contractor and its officers, employees, agents and Subcontractors shall comply with all City personnel safety rules and all applicable conditions or requirements of any permit or authorization, order or directive issued by any court or governmental regulatory agency with jurisdiction over the Project. All provisions required by Law to be included herein shall be deemed incorporated herein.

65.2 Water Treatment, Storage, and Disposal Facilities and Transporters. In connection with the Work, the Contractor and any Subcontractor shall use only those waste treatment, storage, and disposal facilities and waste transporters that possess the requisite license, permit or other governmental approval necessary to treat, store, dispose, or transport the waste, materials or hazardous substances.

ARTICLE 66. MERGER CLAUSE

66.1 The written Contract herein, contains all of the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 67. CONFLICTS: HEADINGS

67.1 It is understood and agreed by the parties that in the event of an inconsistency or conflict between any part or parts of the Contract Documents, the Resident Engineer shall determine what shall prevail.

67.2 The headings and captions used in the General Agreement are for reference purposes only and shall not have any effect on the interpretation of the Agreement.

SECTION D
EXECUTION OF CONTRACT

IN WITNESS WHEREOF, the parties have caused this General Agreement to be executed by their duly authorized representatives.

City of New Rochelle

By: _____ Date: _____
Charles B. Strome, III
City Manager

Name of Contractor Date: _____

Approved as to Form

By: _____
Kathleen E. Gill, Esq.
City of New Rochelle Corporation Counsel

By: _____
(Authorized Officer of the Firm or Corporation)

(Print Name and Title)

Where the Contractor is a Corporation,
add:

Attest:

_____(Seal)

(Secretary of the Corporation)

Legal Name and Address of Contractor

ACKNOWLEDGEMENT OF THE CITY MANAGER

STATE OF NEW YORK)

COUNTY OF WESTCHESTER)

ss.:

CITY OF NEW ROCHELLE)

On this _____ day of _____, 20___, before me personally
came _____ to me known, who being by me duly sworn, did
depose and say that he/she resides in the City of New Rochelle, N.Y., that he/she is the CITY
MANAGER OF THE CITY OF NEW ROCHELLE, the corporation described in and which executed
the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said
instrument is such corporate seal; that it was affixed by order of the Council of said corporation and
he/she signed his/her name thereto by like order of the Council of said corporation and he/she
signed his/her name thereto by like order.

Notary Public

ACKNOWLEDGEMENT IF THE CONTRACTOR IS AN INDIVIDUAL

STATE OF _____)

)

ss.: COUNTY OF _____)

On this _____ day of _____, 20___, before me personally
came _____, to me known and known to me to be the
person described in and who executed the foregoing contract, and who acknowledged to me
the execution thereof for the purpose therein mentioned.

Notary Public

ACKNOWLEDGEMENT IF CONTRACTOR IS PARTNERSHIP

STATE OF _____)

)

ss.: COUNTY OF _____)

On this _____ day of _____, 20 __, before me personally
came _____, to me known and known to me to be a
member of _____, the firm described in and which
executed the foregoing contract, and he/she acknowledged to me that he/she subscribed the
name of said firm thereto in behalf of said firm for the purpose therein mentioned.

Notary Public

SECTION E
SAMPLE FORMS OF BONDS
SURETY BOND

(Name of Bonding Company)

(City)

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

(Name of Contractor)

hereinafter referred to as the Surety, are held and firmly bound unto the CITY OF NEW ROCHELLE, N.Y. in the sum (_____) lawful money of the UNITED STATES OF AMERICA, to be paid to the CITY OF NEW ROCHELLE, N.Y., or to its certain attorneys, successors or assigns; for which payment well and truly to be made, we bind ourselves and our several and respective heirs, executors and administrators, successors, and assigns jointly and severally, firmly by these presents

Sealed with our seals. Dated this _____ day of _____ in the year two thousand and _____.

WHEREAS, the above bounden Contractor, by an instrument in writing, signed by the Contractor, and bearing even date with these presents, has contracted with THE CITY OF NEW ROCHELLE, N.Y. to perform all the work and furnish all the materials and plants called for in the preceding contract for

NOW, THEREFORE, the conditions of the above obligations are such that if the said above bounden Contractor, his or its executive administrators, successors or assigns, shall well and truly, and in good, sufficient and workmanlike manner, perform the work mentioned in the aforesaid agreement, in accordance with the terms and provisions therein stipulated, and in each and every regard comply with the conditions and covenants therein contained then this obligation to be void, otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any wise affect its obligation on said bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

Attest _____
(Signature)

(Name)

(Title)

(Signature of Contractor)

Attest _____

(Signature)

(Name)

(Title)

(Signature)

Surety bond to be approved, as to form and correctness, by the Corporation Counsel of the City of New Rochelle

Of Surety

(Qualifications of Surety Company and acknowledgements to be annexed hereto)

ACKNOWLEDGEMENT BY PRINCIPAL UNLESS IT BE A CORPORATION

STATE OF _____)
) ss.:
COUNTY OF _____)

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

Notary Public

ACKNOWLEDGMENT BY PRINCIPAL, IF A CORPORATION

STATE OF _____)
) ss.:
COUNTY OF _____)

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

Notary Public

SECTION F

PREVAILING WAGE RATES

Prevailing wage rates for this Contract, as provided by the New York State Department of Labor, are included in this section.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

CITY OF NEW ROCHELLE

SANDI MURRAY, Purchasing Specialist
515 NORTH AVE
NEW ROCHELLE NY 10801

Schedule Year 2021 through 2022
Date Requested 01/12/2022
PRC# 2022000309

Location Flowers Field at City Park
Project ID# Spec 5423
Project Type Renovate existing building including general construction, plumbing, electrical, Mechanical

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2021 through June 2022. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion [online](#).

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the ["Request for a dispensation to work overtime" form \(PW30\)](#) and ["4 Day / 10 Hour Work Schedule" form \(PW 30.1\)](#).

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.ny.gov.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.ny.gov.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid

or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment. Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers' compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

CITY OF NEW ROCHELLE
SANDI MURRAY, Purchasing Specialist
515 NORTH AVE
NEW ROCHELLE NY 10801

Schedule Year 2021 through 2022
Date Requested 01/12/2022
PRC# 2022000309

Location Flowers Field at City Park
Project ID# Spec 5423
Project Type Renovate existing building including general construction, plumbing, electrical, Mechanical

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Contract Type:	
Approximate Starting Date: ____/____/____	<input type="checkbox"/> (01) General Construction	
Approximate Completion Date: ____/____/____	<input type="checkbox"/> (02) Heating/Ventilation	
	<input type="checkbox"/> (03) Electrical	
	<input type="checkbox"/> (04) Plumbing	
	<input type="checkbox"/> (05) Other : _____	

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

Social Security Numbers on Certified Payrolls:

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov. <https://labor.ny.gov/formsdocs/ui/1A999.pdf>

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov .

Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)

Effective June 23, 2020

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage and supplement rate* for their particular job classification *on each pay stub**. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her job classification. The required notification will be provided with each wage schedule, may be downloaded from our website www.labor.ny.gov or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. *In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(12.20)

**To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

**To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.



Required Notice under Article 25-B of the Labor Law

**Attention All Employees, Contractors and Subcontractors:
You are Covered by the Construction Industry Fair Play Act**

The law says that you are an employee unless:

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor, **you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

Penalties for paying workers off the books or improperly treating employees as independent contractors:

- **Civil Penalty** First offense: Up to \$2,500 per employee
 Subsequent offense(s): Up to \$5,000 per employee
- **Criminal Penalty** First offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine and debarment from performing public work for up to one year.
 Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a \$50,000 fine and debarment from performing public work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. All complaints of fraud and violations are taken seriously. You can remain anonymous.

Employer Name:

IA 999 (09/16)

Attention Employees

THIS IS A: PUBLIC WORK PROJECT

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at:
www.labor.ny.gov

If you feel that you have not received proper wages or benefits, please call our nearest office.*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5156		

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is \$250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record or other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$3 million in Bronx, Kings, New York, Queens and, Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
 Bureau of Public Work
 State Office Campus, Bldg. 12
 Albany, NY 12240

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Westchester County General Construction

Boilermaker **01/01/2022**

JOB DESCRIPTION Boilermaker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per Hour: 07/01/2021

Boilermaker \$ 63.38
Repairs & Renovations 63.38

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

Boilermaker 32% of hourly
Repair \$ Renovations Wage Paid
+ \$ 25.38

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

OVERTIME PAY

See (D, O) on OVERTIME PAGE
Repairs & Renovation see (B,E,Q)

HOLIDAY

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 12, 15, 16, 22, 23, 24, 25) on HOLIDAY PAGE

NOTE: *Employee must work in pay week to receive Holiday Pay.
**Employee gets 4 times the hourly wage rate for working Labor Day.

REGISTERED APPRENTICES

Wage per hour:
(1/2) Year Terms at the following percentage of Boilermaker's Wage

1st	2nd	3rd	4th	5th	6th	7th
65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits Per Hour:

Apprentice(s) 07/01/2021
32% of Hourly
Wage Paid Plus
Amount Below

1st Term	\$ 19.41
2nd Term	20.26
3rd Term	21.11
4th Term	21.96
5th Term	22.82
6th Term	23.68
7th Term	24.52

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

4-5

Carpenter **01/01/2022**

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2021

Piledriver \$ 56.93
Dockbuilder \$ 56.93

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 53.33

OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour

(1)year terms:

1st	2nd	3rd	4th
\$23.37	\$28.97	\$37.35	\$45.74

Supplemental benefits per hour:

All Terms: \$ 35.33

8-1556 Db

Carpenter

01/01/2022

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2021

Carpet/Resilient

Floor Coverer \$ 54.75

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 46.97

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE.

Paid for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wage per hour - (1) year terms:

1st	2nd	3rd	4th
\$ 24.55	\$ 27.55	\$ 31.80	\$ 39.68

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 16.19	\$ 17.69	\$ 21.29	\$ 23.29

8-2287

Carpenter

01/01/2022

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per Hour: 07/01/2021

Marine Construction:

Marine Diver \$ 71.80
Marine Tender 51.34

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 53.33

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 13, 16, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:
One (1) year terms.

1st year \$ 23.37
2nd year 28.97
3rd year 37.35
4th year 45.74

Supplemental Benefits
Per Hour:

All terms \$ 35.33

8-1456MC

Carpenter

01/01/2022

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2021

Building
Millwright \$ 57.00

SUPPLEMENTAL BENEFITS

Per hour:

Millwright \$ 54.60

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18,19) on HOLIDAY PAGE.

Overtime See (5,6,8,11,13,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:
One (1) year terms:

1st.	2nd.	3rd.	4th.
\$30.74	\$36.19	\$41.64	\$52.54

Supplemental benefits per hour:
One (1) year terms:

1st.	2nd.	3rd.	4th.
------	------	------	------

\$35.03 \$38.73 \$43.08 \$49.84

8-740.1

Carpenter **01/01/2022**

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour:

07/01/2021

Timberman

\$ 52.05

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2021

\$ 52.78

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

Overtime:

See (5,6,11,13,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st	2nd	3rd	4th
\$21.42	\$26.53	\$34.18	\$41.84

Supplemental benefits per hour:

All terms \$ 35.06

8-1556 Tm

Carpenter **01/01/2022**

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

PARTIAL COUNTIES

Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.

Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour:

07/01/2021

10/18/2021

Core Drilling:

Driller

\$ 41.74

\$ 42.27

Driller Helper

32.92

33.47

Note: Hazardous Waste Pay Differential:

For Level C, an additional 10% above wage rate per hour

For Level B, an additional 10% above wage rate per hour

For Level A, an additional 10% above wage rate per hour

Note: When required to work on water: an additional \$ 0.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Driller and Helper

\$ 29.40

\$ 30.60

OVERTIME PAY

OVERTIME: See (B,E,K*,P,R**) on OVERTIME PAGE.

HOLIDAY

Paid: See (5,6) on HOLIDAY PAGE.
 Overtime: * See (5,6) on HOLIDAY PAGE.
 ** See (8,10,11,13) on HOLIDAY PAGE.

8-1536-CoreDriller

Carpenter - Building / Heavy&Highway **01/01/2022**

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES
 Putnam, Rockland, Westchester

WAGES

WAGES:(per hour) 07/01/2021

BUILDING/HEAVY & HIGHWAY/TUNNEL:
 Carpenter
 Base Wage \$ 37.69
+ \$7.63*

*For all hours paid straight or premium.

SHIFT DIFFERENTIAL: When it is mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen percent (15%) of wage plus applicable benefits.

NOTE:Carpenters employed in the removal or abatement of asbestos or any toxic or hazardous material or required to work near asbestos or any toxic or hazardous material and required to wear protective equipment shall receive two (2) hours extra pay per day, plus applicable supplemental benefits.

SUPPLEMENTAL BENEFITS

Per hour:
Journeyworker \$ 31.91

OVERTIME PAY

BUILDING:
 See (B, E, Q) on OVERTIME PAGE.

HEAVY&HIGHWAY/TUNNEL:
 See (B, E, P, *R, **T, X) on OVERTIME PAGE.
 *R applies to Heavy&Highway/Tunnel Overtime Holiday Code 25 with benefits at straight time rate.
 **T applies to Heavy&Highway/Tunnel Overtime Holiday Codes 5 & 6 with benefits at straight time rate.

HOLIDAY

BUILDING:
 Paid: See (1) on HOLIDAY PAGE.
 Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE.
 Holidays that fall on Sunday will be observed Monday.

HEAVY&HIGHWAY/TUNNEL:
 Paid: See (5, 6, 25) on HOLIDAY PAGE including benefits.
 Overtime: See (5, 6, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

1 year terms at the following wage rates:

Indentured before July 1 2016				
1st	2nd	3rd	4th	
\$ 18.85	\$ 22.61	\$ 26.38	\$ 30.15	
+3.57*	+3.57*	+3.57*	+3.57*	
Indentured after July 1 2016				
1st	2nd	3rd	4th	5th
\$ 18.85	\$ 22.61	\$ 24.50	\$ 26.38	\$ 30.15
+3.57*	+3.57*	+3.57*	+3.57*	+3.57*

*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All terms \$ 16.28

11-279.1B/HH

Electrician **01/01/2022**

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond, Westchester

WAGES

Per hour: 07/01/2021

Service Technician \$ 34.40

Service and Maintenance on Alarm and Security Systems.

Maintenance, repair and /or replacement of defective (or damaged) equipment on, but not limited to, Burglar - Fire - Security - CCTV - Card Access - Life Safety Systems and associated devices. (Whether by service contract of T&M by customer request.)

SUPPLEMENTAL BENEFITS

Per hour:
 Journeyworker: \$ 19.32

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 17, 25, 26) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 15, 16, 17, 25, 26) on HOLIDAY PAGE

9-3H

Electrician **01/01/2022**

JOB DESCRIPTION Electrician

DISTRICT 8

ENTIRE COUNTIES

Westchester

WAGES

Per hour: 07/01/2021 04/21/2022

*Electrician/A-Technician \$ 53.75 \$ 53.75

Teledata 53.75 53.75

*All new installations of wiring, conduit, junction boxes and light fixtures for projects with a base bid of more than \$325,000. For projects with a base bid of \$325,000 or less, see Maintenance and Repair rates.

Note: On a job where employees are required to work on bridges over navigable waters, transmission towers, light poles, bosun chairs, swinging scaffolds , etc. 40 feet or more above the water or ground or under compressed air, or tunnel projects under construction or where assisted breathing apparatus is required, they will be paid at the rate of time and one-half for such work except on normal pole line or building construction work.

SUPPLEMENTAL BENEFITS

Per hour:
 Journeyworker \$ 52.73 \$ 54.39

OVERTIME PAY

See (A, G, *J, P) on OVERTIME PAGE

*NOTE: Emergency work on Sunday and Holidays is at the time and one-half overtime rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

	07/01/2021	01/01/2022	04/21/2022
1st term	\$ 14.00	\$ 15.00	\$ 15.00
2nd term	16.00	16.00	16.00
3rd term	18.00	18.00	18.00
4th term	20.00	20.00	20.00
MIJ 1-12 months	24.00	24.00	25.00
MIJ 13-18 months	27.50	27.50	28.50

Supplemental Benefits per hour:

	07/01/2021	04/21/2022
1st term	\$ 10.15	\$ 10.82
2nd term	13.05	13.05
3rd term	14.39	14.39
4th term	15.72	15.72
MIJ 1-12 months	13.39	13.49
MIJ 13-18 months	13.76	13.87

8-3/W

Electrician

01/01/2022

JOB DESCRIPTION Electrician

DISTRICT 8

ENTIRE COUNTIES

Westchester

WAGES

	07/01/2021	04/21/2022
Electrician -M	\$ 27.50	\$28.50
H - Telephone	\$ 27.50	\$28.50

All work with a base bid amount of \$325,000 or less. Including repairs and /or replacement of defective electrical and teledata equipment, all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls, and washing and cleaning of foregoing fixtures.

*If the project exceeds \$375,000 due to changes in the scope of work, an Electrician/A Technician must be part of the labor ratio.

SUPPLEMENTAL BENEFITS

	07/01/2021	04/21/2022
Electrician & H - Telephone	\$ 13.76	\$13.87

OVERTIME PAY

See (B, G, *J, P) on OVERTIME PAGE

*Note: Emergency work on Sunday and Holidays is at the time and one-half overtime rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

8-3m

Elevator Constructor

01/01/2022

JOB DESCRIPTION Elevator Constructor

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

PARTIAL COUNTIES

Rockland: Entire County except for the Township of Stony Point

Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per hour:	07/01/2021	03/17/2022
Elevator Constructor	\$ 72.29	\$ 75.14
Modernization & Service/Repair	56.77	59.09

Four(4), ten(10) hour days may be worked at straight time during a week, Monday thru Friday.

NOTE- In order to use the '4 Day/10 Hour Work Schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 IS NOT SUBMITTED you will be liable for overtime payments for work over the allotted hours per day listed.

SUPPLEMENTAL BENEFITS

Per Hour:

Elevator Constructor	\$ 41.92	\$ 43.914
Modernization & Service/Repairs	41.082	42.787

OVERTIME PAY

Constructor See (D, M, T) on OVERTIME PAGE.

Modern/Service See (B, F, S) on OVERTIME PAGE.

HOLIDAY

Paid: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES PER HOUR:

*Note: 1st, 2nd, 3rd Terms are based on Average wage of Constructor & Modernization.
 Terms 4 thru 9 Based on Journeymans wage of classification Working in.

6 MONTH TERMS:

1st Term* 50%	2nd & 3rd Term* 50%	4th & 5th Term 55%	6th & 7th Term 65%	8th & 9th Term 75%
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SUPPLEMENTAL BENEFITS

Elevator Constructor		
1st Term	\$ 0.00	\$ 0.00
2nd & 3rd Term	34.05	34.772
4th & 5th Term	34.91	35.606
6th & 7th Term	36.30	37.052
8th & 9th Term	37.70	38.497

Modernization & Service/Repair		
1st Term	\$ 0.00	\$ 0.00
2nd & 3rd Term	34.00	34.672
4th & 5th Term	34.50	35.195
6th & 7th Term	35.83	36.571
8th & 9th Term	37.15	37.938

4-1

Elevator Constructor **01/01/2022**

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Putnam, Sullivan, Ulster

PARTIAL COUNTIES

Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford
 Rockland: Only the Township of Stony Point.
 Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per Hour	07/01/2021	01/01/2022
Mechanic	\$ 62.51	\$ 64.63
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

Four (4), ten (10) hour days may be worked for New Construction and Modernization Work at straight time during a week, Monday thru Thursday or Tuesday thru Friday.

***Four (4), ten (10) hour days are not permitted for Contract Work/Repair Work

NOTE - In order to use the '4 Day/10 Hour Work Schedule' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule', form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour	07/01/2021	01/01/2022
Journeyman/Helper	\$ 35.825*	\$ 36.885*

(*)Plus 6% of regular hourly if less than 5 years of service. Plus 8% of regular hourly rate if more than 5 years of service.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 15, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

Wages per hour:

0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50 %	55 %	65 %	70 %	80 %

(*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits per hour worked:

Same as Journeyman/Helper

1-138

Glazier

01/01/2022

JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per hour:	7/01/2021	11/01/2021
Glazier	\$ 58.60	\$ 59.10
*Scaffolding	59.55	60.55
Glass Tinting & Window Film	29.60	29.60
**Repair & Maintenance	29.60	29.60

*Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 24' or more, but not pipe scaffolding.

**Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$148,837. All Glass tinting, window film, regardless of material or intended use, and all affixing of decals to windows or glass.

SUPPLEMENTAL BENEFITS

Per hour:	7/01/2021	11/01/2021
Journeyworker	\$ 36.04	\$ 36.79
Glass tinting & Window Film	21.19	21.19
Repair & Maintenance	21.19	21.19

OVERTIME PAY

See (B,H,V) on OVERTIME PAGE.

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' see (B, B2, I, S) on overtime page.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' Only

Paid: See(5, 6, 16, 25)

Overtime: See(5, 6, 16, 25)

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

7/01/2021	11/01/2021
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1st term	\$ 20.72	\$ 21.00
2nd term	28.66	28.87
3rd term	34.67	34.94
4th term	46.62	47.01

Supplemental Benefits:

(Per hour)		
1st term	\$ 16.58	\$ 16.80
2nd term	23.57	23.99
3rd term	26.09	26.57
4th term	30.91	31.52

8-1087 (DC9 NYC)

Insulator - Heat & Frost

01/01/2022

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

Per hour:	07/01/2021	05/31/2022
Insulator	\$ 56.25	+ \$ 2.00
Discomfort & Additional Training**	59.22	+ \$ 2.00
Fire Stop Work*	30.07	+ \$ 2.00

* Applies on all exclusive Fire Stop Work (When contract is for Fire Stop work only). No apprentices on these contracts only.

**Applies to work requiring: garb or equipment worn against the body not customarily worn by insulators; psychological evaluation; special training, including but not limited to "Yellow Badge" radiation training

Note: Additional \$0.50 per hour for work 30 feet or more above floor or ground level.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 35.10
Discomfort & Additional Training	37.06
Fire Stop Work: Journeyworker	17.90

OVERTIME PAY

See (B, E, E2, Q, *T) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Note: Last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

Overtime: See (2*, 4, 6, 16, 25) on HOLIDAY PAGE.

*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES

(1) year terms:

Insulator Apprentices:

1st	2nd	3rd	4th
\$ 30.07	\$ 35.30	\$ 40.54	\$ 45.78

Discomfort & Additional Training Apprentices:

1st	2nd	3rd	4th
\$ 31.55	\$ 37.08	\$ 42.61	\$ 48.16

Supplemental Benefits paid per hour:

Insulator Apprentices:

1st term	\$ 17.90
2nd term	21.35
3rd term	24.79
4th term	28.23

Discomfort & Additional Training Apprentices:

1st term	\$ 18.89
2nd term	22.52
3rd term	26.16
4th term	29.80

8-91

Ironworker **01/01/2022**

JOB DESCRIPTION Ironworker **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
 Per Hour: 07/01/2021

Ironworker Rigger \$ 67.99

Ironworker Stone
 Derrickman \$ 67.99

SUPPLEMENTAL BENEFITS
 Per hour: \$ 41.44

OVERTIME PAY
 See (B, D1, *E, Q, **V) on OVERTIME PAGE
 *Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.
 ** Benefits same premium as wages on Holidays only

HOLIDAY
 Paid: See (18) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE
 *Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES
 Wage per hour:

1/2 year terms at the following hourly wage rate:

	1st	2nd	3rd	4th
07/01/2021	\$33.55	\$47.94	\$53.34	\$58.74

Supplemental benefits:

Per hour:				
07/01/2021	\$21.18	\$31.45	\$31.45	\$31.45

9-197D/R

Ironworker **01/01/2022**

JOB DESCRIPTION Ironworker **DISTRICT 4**

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
 Per Hour: 07/01/2021 01/01/2022
Additional
\$ 1.25

Ornamental \$ 46.15
 Chain Link Fence 46.15
 Guide Rail 46.15

SUPPLEMENTAL BENEFITS
 Per hour:
 Journeyworker: \$ 60.05

OVERTIME PAY

See (B, B1, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Apprentices hired before 8/31/2018:
 (1/2) year terms at the following percentage of Journeyman's wage.

5th Term 80%

Supplemental Benefits per hour:

5th Term 54.03

Apprentices Hired after 9/1/18:

1 year terms

1st Term \$ 20.63

2nd Term 24.22

3rd Term 27.80

4th Term 31.38

Supplemental Benefits per hour:

1st Term \$ 17.89

2nd Term 19.14

3rd Term 20.40

4th Term 21.66

4-580-Or

Ironworker

01/01/2022

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

PER HOUR:

07/01/2021 01/01/2022

Ironworker:

Structural \$ 54.20 \$ 54.95

Bridges

Machinery

SUPPLEMENTAL BENEFITS

PER HOUR PAID:

Journeyman \$ 83.35 \$ 84.35

OVERTIME PAY

See (B, B1, Q, *V) on OVERTIME PAGE

*NOTE: Benefits are calculated for every hour paid

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES PER HOUR:

6 month terms at the following rate:

1st \$28.21 \$28.59

2nd \$28.81 \$29.19

3rd - 6th \$29.42 \$29.80

Supplemental Benefits

PER HOUR PAID:

All Terms \$56.90 \$58.42

4-40/361-Str

Ironworker

01/01/2022

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES

Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

WAGES

Per hour: 07/01/2021

Reinforcing & Metal Lathing \$ 56.25

"Base" Wage \$ 54.70
 plus \$ 1.55

"Base" Wage is used to calculate overtime hours only.

SUPPLEMENTAL BENEFITS

Per hour:
 Reinforcing & Metal Lathing \$ 38.30

OVERTIME PAY

See (B, E, Q, *X) on OVERTIME PAGE

*Only \$22.00 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half \$ 45.08
 Double Time \$ 51.33

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 13, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

1st term	2nd term	3rd term	4th Term
Wage Per Hour: \$ 22.55	\$ 28.38	\$ 34.68	\$ 37.18
"Base" Wage \$ 21.00 plus \$1.55	\$ 26.80 plus \$1.58	\$ 33.10 plus \$1.58	\$ 35.60 plus \$1.58

"Base" Wage is used to calculate overtime hours ONLY.

SUPPLEMENTAL BENIFITS

Per Hour:

1st term	2nd term	3rd term	4th Term
\$ 18.17	\$ 21.34	\$ 22.00	\$ 20.50

4-46Reinf

Laborer - Building

01/01/2022

JOB DESCRIPTION Laborer - Building

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

07/01/2021

Laborer \$ 36.40
 plus \$5.05**

Laborer - Asbestos & Hazardous Materials Removal \$ 43.10*

- * Abatement/Removal of:
 - Lead based or lead containing paint on materials to be repainted is classified as Painter.
 - Asbestos containing roofs and roofing material is classified as Roofer.

** This portion is not subject to overtime premium.

NOTE: Upgrade/Material condition work plan for work performed during non-outage under a wage formula of 90% wage/100% fringe benefits at nuclear power plants.

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2021

Journeyworker \$ 27.50

OVERTIME PAY

See (B, E, E2, Q, *V) on OVERTIME PAGE

*Note: For Sundays and Holidays worked benefits are at the same premium as wages.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

LABORER ONLY

Hourly terms at the following wage:

Level A	Level B	Level C	Level D
0-1000	1001-2000	2001-3000	3001-4000
\$ 21.04	\$ 24.86	\$ 28.69	\$ 32.51

Supplemental Benefits per hour:

Apprentices
 All terms \$ 21.15

8-235/B

Laborer - Heavy&Highway

01/01/2022

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

PUTNAM: APPLIES TO ALL HEAVY & HIGHWAY WORK EXCLUDING HIGHWAYS, STREETS, AND BRIDGES

GROUP I: Blaster, Quarry Master, Curbs/Asphalt Screedman, Pipe Jacking and Boring Operations Operator, Qualified Dead Condition Pipe Fuser (B Mechanic)

GROUP II: Burner, Drillers(jumbo, joy, wagon, air track, hydraulic), Drill Operator, Self Contained Rotary Drill, Curbs, Raker, Bar Person, Concrete Finisher.

GROUP III: Pavement Breakers, Jeeper Operator, Jack Hammer, Pneumatic Tools (all), Gas Driller, Guniting, Railroad Spike Puller, Pipelayer, Chain Saw, Deck winches on scows, Power Buggy Operator, Power Wheelbarrow Operator, Bar Person Helper, Compressed Air lance, Water Jet Lance.

GROUP IV: Concrete Laborers, Asph. Worker, Rock Scaler, Vibrator Oper., Bit Grinder, Air Tamper, Pumps, Epoxy (adhesives, fillers and troweled on), Barco Rammer, Concrete Grinder, Crack Router Operator, Guide Rail-digging holes and placing concrete and demolition when not to be replaced, distribution of materials and tightening of bolts.

GROUP V: Drillers Helpers, Common Laborer, Mason Tenders, Signal Person, Pit Person, Truck Spotter, Powder Person, Landscape/Nursery Person, Dump Person, Temp. Heat.

GROUP VIA: Asbestos/Toxic Waste Laborer-All removal (Roads, Tunnels, Landfills, etc.) Confined space laborer, Bio-remediation, Phyto-remediation, Lead or Hazardous material, Abatement Laborer.

Wages:(per hour) 07/01/2021

GROUP I	\$45.65*
GROUP II	44.30*
GROUP III	43.90*

GROUP IV	43.55*
GROUP V	43.20*
GROUP VIA	45.20*
Operator Qualified	
Gas Mechanic(A Mech)	55.65*
Flagperson	36.85*

*NOTE: To calculate overtime premiums, deduct \$0.10 from above wages

SHIFT WORK: A shift premium will be paid on Public Work contracts for off-shift or irregular shift work when mandated by the NYS D.O.T. or other Governmental Agency contracts. Employees shall receive an additional 15% per hour above current rate for all regular and irregular shift work. Premium pay shall be calculated using the 15% per hour differential as base rate.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

First 40 Hours	
Per Hour	\$26.10
Over 40 Hours	
Per Hour	19.85

OVERTIME PAY

See (B, E, P, R, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

NOTE: For Holiday Overtime: 5, 6 - Code 'S' applies
 For Holiday Overtime: 8, 15, 25, 26 - Code 'R' applies

REGISTERED APPRENTICES

	1st term	2nd term	3rd term	4th term
	1-1000hrs	1001-2000hrs	2001-3000hrs	3001-4000hrs
07/01/2021	\$ 24.56	\$ 28.98	\$ 33.40	\$ 37.72

Supplemental Benefits per hour:

1st term	\$ 4.70 - After 40 hours: \$ 4.45
2nd term	\$ 4.80 - After 40 hours: \$ 4.45
3rd term	\$ 5.30 - After 40 hours: \$ 4.85
4th term	\$ 5.85 - After 40 hours: \$ 5.35

8-60H/H

Laborer - Tunnel

01/01/2022

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 11

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Otsego, Putnam, Rockland, Sullivan, Ulster, Westchester

PARTIAL COUNTIES

Chenango: Townships of Columbus, Sherburne and New Berlin.

Delaware: Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Merideth and Davenport.

WAGES

Class 1: All support laborers/sandhogs working above the shaft or tunnel.

Class 2: All laborers/sandhogs working in the shaft or tunnel.

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

WAGES: (per hour)

	07/01/2021	07/01/2022
Class 1	\$ 51.95	\$ 53.45
Class 2	54.10	55.60
Class 4	60.50	62.00
Class 5	43.50	44.80

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 3.00 an hour.

SHIFT DIFFERENTIAL...On all Government mandated irregular shift work:

- Employee shall be paid at time and one half the regular rate Monday through Friday.
- Saturday shall be paid at 1.65 times the regular rate.
- Sunday shall be paid at 2.15 times the regular rate.

SUPPLEMENTAL BENEFITS

Per hour:

Benefit 1	\$ 33.25	\$ 34.45
Benefit 2	49.81	51.60
Benefit 3	66.35	68.75

Benefit 1 applies to straight time hours, paid holidays not worked.

Benefit 2 applies to over 8 hours in a day (M-F), irregular shift work hours worked, and Saturday hours worked.

Benefit 3 applies to Sunday and Holiday hours worked.

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

When a recognized Holidays falls on Saturday or Sunday, holidays falling on Saturday shall be recognized or observed on Friday and holidays falling on Sunday shall be recognized or observed on Monday. Employees ordered to work on the Saturday or Sunday of the holiday or on the recognized or the observed Friday or Monday for those holidays falling on Saturday or Sunday shall receive double time the established rate and benefits for the holiday.

REGISTERED APPRENTICES

FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and location where the work is to be performed.

11-17/60/235/754Tun

Lineman Electrician

01/01/2022

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

Westchester

WAGES

Below rates apply to electrical overhead and underground distribution and maintenance work and overhead and underground transmission line work, electrical substations, switching structures, continuous pipe-type underground fluid or gas filled transmission conduit and cable installations, maintenance jobs or projects, railroad catenary installations and maintenance, third rail installations, the bonding of rails and the installation of fiber optic cable. (Ref #14.04.01)

Includes Teledata Work performed within ten (10) feet of high voltage (600 volts or over) transmission lines.

Per hour:	07/01/2021	05/02/2022	05/01/2023	05/06/2024
Lineman, Tech, Welder	\$ 57.71	\$ 59.01	\$ 60.41	\$ 61.91
Crane, Crawler Backhoe	57.71	59.01	60.41	61.91
Cable Splicer-Pipe Type	63.48	64.91	66.45	68.10
Digging Mach Operator	51.94	53.11	54.37	55.72
Cert. Welder-Pipe Type	60.60	61.96	63.43	65.01
Tractor Trailer Driver	49.05	50.16	51.35	52.62
Groundman, Truck Driver	46.17	47.21	48.33	49.53
Equipment Mechanic	46.17	47.21	48.33	49.53
Flagman	34.63	35.41	36.25	37.15

Additional \$1.00 per hour for entire crew when a helicopter is used.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM REGULAR RATE PLUS 31.4%

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	\$25.40 *plus 7% of hourly Wage	\$ 25.90 *plus 7% of hourly wage	\$ 26.40 *plus 7% of hourly wage	\$ 26.90 *plus 7% of hourly wage
Journeyman Lineman or Equipment Operators with Crane License	\$ 26.40 *plus 7% of hourly wage	\$ 27.90 *plus 7% of hourly wage	\$ 29.40 *plus 7% of hourly wage	\$ 30.90 *plus 7% of hourly wage

*The 7% is based on the hourly wage paid, straight time or premium time.

OVERTIME PAY

See (B, E, Q,) on OVERTIME PAGE. *Note* Double time for emergency work designated by the Dept of Jurisdiction.
 NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.
 Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
 Overtime See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

07/01/2021	05/02/2022	05/01/2023	05/06/2024
\$25.40 *plus 7% of hourly Wage	\$ 25.90 *plus 7% of hourly wage	\$ 26.40 *plus 7% of hourly wage	\$ 26.90 *plus 7% of hourly wage

*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249aWest

Lineman Electrician - Teledata

01/01/2022

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour:

For outside work, stopping at first point of attachment (demarcation).

07/01/2021

Cable Splicer	\$ 34.78
Installer, Repairman	\$ 33.01
Teledata Lineman	\$ 33.01
Tech., Equip. Operator	\$ 33.01
Groundman	\$ 17.50

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS

Per hour:
 Journeyman \$ 5.14
 *plus 3% of
 wage paid

*The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting 01/01/2022

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting **DISTRICT 6**

ENTIRE COUNTIES
 Westchester

WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

A Groundman/Groundman Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.
 (Ref #14.01.03)

Per hour:	07/01/2021	05/02/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 52.56	\$ 53.60	\$ 54.73	\$ 55.95
Crane, Crawler Backhoe	52.56	53.60	54.73	55.95
Certified Welder	55.19	56.28	57.47	58.75
Digging Machine	47.30	48.24	49.26	50.36
Tractor Trailer Driver	44.68	45.56	46.52	47.56
Groundman, Truck Driver	42.05	42.88	43.78	44.76
Equipment Mechanic	42.05	42.88	43.78	44.76
Flagman	31.54	32.16	32.84	33.57

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM	REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM	REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM	REGULAR RATE PLUS 31.4%

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.
 NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	\$25.40 *plus 7% of hourly Wage	\$ 25.90 *plus 7% of hourly wage	\$ 26.40 *plus 7% of hourly wage	\$ 26.90 *plus 7% of hourly wage
Journeyman Lineman or Equipment Operators with Crane License	\$ 26.40 *plus 7% of hourly wage	\$ 27.90 *plus 7% of hourly wage	\$ 29.40 *plus 7% of hourly wage	\$ 30.90 *plus 7% of hourly wage

*The 7% is based on the hourly wage paid, straight time or premium time.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE. *Note* Double time for emergency work designated by the Dept. of Jurisdiction.
 NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.
 Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE and Governor of NYS Election Day.
 Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE and Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

	07/01/2021	05/02/2022	05/01/2023	05/06/2024
	\$25.40 *plus 7% of hourly Wage	\$ 25.90 *plus 7% of hourly wage	\$ 26.40 *plus 7% of hourly wage	\$ 26.90 *plus 7% of hourly wage

*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249aWestLT

Mason - Building **01/01/2022**

JOB DESCRIPTION Mason - Building **DISTRICT 9**

ENTIRE COUNTIES
 Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2021	12/06/2021	06/06/2022
Tile Setters	\$ 61.07	\$ 61.44	Additional \$ 0.72

SUPPLEMENTAL BENEFITS

Per Hour:

	\$ 24.91*	\$ 25.01*
	+ \$10.01	+ \$10.02

* This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE
 Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

Tile Setters:

(750 hour) term at the following wage rate:

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
	1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6501-7000
07/01/2021	\$20.84	\$25.66	\$32.68	\$37.50	\$40.99	\$44.30	\$47.82	\$52.63	\$55.35	\$59.34

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$12.55*	\$12.55*	\$15.16*	\$15.16*	\$16.16*	\$17.66*	\$18.66*	\$18.66*	\$16.66*	\$21.91*
+\$0.66	+\$0.71	+\$0.81	+\$0.85	+\$1.23	+\$1.28	+\$1.63	+\$1.68	+\$5.83	+\$6.32

* This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/52A

Mason - Building

01/01/2022

JOB DESCRIPTION Mason - Building

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:

	07/01/2021	06/01/2022 Additional	06/01/2023 Additional
Bricklayer	\$ 43.35	\$ 2.39	\$ 2.05
Cement Mason	43.35	2.39	2.05
Plasterer/Stone Mason	43.35	2.39	2.05
Pointer/Caulker	43.35	2.39	2.05

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 36.05.

OVERTIME PAY

OVERTIME:

Cement Mason See (B, E, Q, W) on OVERTIME PAGE.

All Others See (B, E, Q) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5wp-b

Mason - Building **01/01/2022**

JOB DESCRIPTION Mason - Building **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Building	07/01/2021	01/01/2022
Wages per hour:		
Mosaic & Terrazzo Mechanic	\$ 58.46	\$ 59.21
Mosaic & Terrazzo Finisher	\$ 56.86	\$ 57.60

SUPPLEMENTAL BENEFITS

Per hour:		
Mosaic & Terrazzo Mechanic	\$ 26.11* + \$11.73	\$ 26.21* + \$11.73
Mosaic & Terrazzo Finisher	\$ 26.11* + \$11.71	\$ 26.21* + \$11.72

*This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE
 07/01/2021-Deduct \$6.80 from hourly wages before calculating overtime.
 01/01/2022- Deduct \$7.00 from hourly wages before calculating overtime.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
 Easter Sunday is an observed holiday. Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

REGISTERED APPRENTICES

Wages per hour:
 (750 Hour) terms at the following wage rate.

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2021	\$ 25.82	\$ 28.40	\$ 31.00	\$ 33.58	\$ 36.16	\$ 38.74	\$ 43.91	\$ 49.08
01/01/2022	\$ 26.09	\$ 28.71	\$ 31.32	\$ 33.94	\$ 36.55	\$ 39.15	\$ 44.38	\$ 49.60

Supplemental benefits per hour:

07/01/2021	\$13.06* +\$9.27	\$14.37* +\$10.19	\$15.67* +\$11.12	\$16.98* +\$12.04	\$18.28* +\$12.97	\$19.59* +\$13.90	\$22.20* +\$15.75	\$24.81* +\$17.60
01/01/2022	\$13.11* +\$9.37	\$14.42* +\$10.30	\$15.73* +\$11.24	\$17.04* +\$12.17	\$18.35* +\$13.11	\$19.66* +\$14.05	\$22.28* +\$15.92	\$24.90* +\$17.79

Apprentices hired after 07/01/2017:
 Wages Per hour:

	1st 0- 1500	2nd 1501- 3000	3rd 3001- 3750	4th 3751- 4500	5th 4501- 5250	6th 5251- 6000
07/01/2021	\$ 22.63	\$ 29.10	\$ 31.00	\$ 36.16	\$ 41.32	\$ 46.48
01/01/2022	\$ 22.82	\$ 29.34	\$ 31.32	\$ 36.55	\$ 41.77	\$ 46.99

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th	6th
07/01/2021	\$4.59* +\$6.49	\$5.90* +\$8.34	\$15.67* +\$11.12	\$18.28* +\$12.97	\$20.89* +\$14.83	\$23.50* +\$16.67
01/01/2022	\$4.62* +\$6.56	\$5.94* +\$8.43	\$15.73* +\$11.24	\$18.35* +\$13.11	\$20.97* +\$14.99	\$23.59* +\$16.85

*This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/3

Mason - Building **01/01/2022**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour: 07/01/2021 01/01/2022

Building-Marble Restoration:
 Marble, Stone & Terrazzo Polisher, etc
\$ 46.16 \$ 46.60

SUPPLEMENTAL BENEFITS

Per Hour:
 Journeyworker:

Building-Marble Restoration:
 Marble, Stone & Polisher
\$ 29.11 \$ 29.77

OVERTIME PAY

See (B, *E, Q, V) on OVERTIME PAGE

*ON SATURDAYS, 8TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
 1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

REGISTERED APPRENTICES

WAGES per hour:

900 hour term at the following wage:

	1st 1- 900	2nd 901- 1800	3rd 1801- 2700	4th 2701
07/01/2021	\$32.28	\$36.91	\$41.51	\$46.16
01/01/2022	\$32.61	\$37.28	\$41.94	\$46.60

Supplemental Benefits Per Hour:

07/01/2021	\$26.47	\$27.34	\$28.29	\$29.11
01/01/2022	\$27.07	\$27.97	\$28.87	\$29.77

9-7/24-MP

Mason - Building **01/01/2022**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Wages:	07/01/2021	01/03/2022
Marble Cutters & Setters	\$ 61.73	\$ 62.17

SUPPLEMENTAL BENEFITS

Per Hour:		
Journeyworker	\$ 37.76	\$ 38.27

OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500	
07/01/2021	\$ 24.70	\$ 27.77	\$ 30.87	\$ 33.94	\$ 37.03	\$ 40.11	\$ 43.20	\$ 46.29	\$ 52.46	\$ 58.64
01/03/2022	\$ 24.88	\$ 27.97	\$ 31.08	\$ 34.17	\$ 37.29	\$ 40.39	\$ 43.51	\$ 46.61	\$ 52.82	\$ 59.05

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	
07/01/2021	\$ 20.01	\$ 21.43	\$ 22.83	\$ 24.25	\$ 25.65	\$ 27.07	\$ 28.47	\$ 29.88	\$ 32.70	\$ 35.51
01/03/2022	\$ 20.55	\$ 22.04	\$ 23.52	\$ 25.01	\$ 26.47	\$ 27.96	\$ 29.42	\$ 30.91	\$ 33.86	\$ 36.81

9-7/4

Mason - Building **01/01/2022**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2021	12/06/2021	06/06/2022
Tile Finisher	\$ 46.89	\$ 47.18	Additional \$ 0.58

SUPPLEMENTAL BENEFITS

Per Hour:	\$ 21.91* + \$9.84	\$ 22.01* + \$9.84
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*This portion of benefits subject to same premium rate as shown for overtime wages

OVERTIME PAY

See (B, E, Q, *V) on OVERTIME PAGE

Work beyond 10 hours on a Saturday shall be paid at double the hourly wage rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88A-tf

Mason - Building

01/01/2022

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour: 07/01/2021 01/01/2022

Marble, Stone, etc.
 Maintenance Finishers: \$ 26.73 \$ 27.01

Note 1: An additional \$2.00 per hour
 for time spent grinding floor using
 "60 grit" and below.

Note 2: Flaming equipment operator
 shall be paid an additional \$25.00 per day.

SUPPLEMENTAL BENEFITS

Per Hour:

Marble, Stone, etc
 Maintenance Finishers: \$ 14.00 \$ 14.40

OVERTIME PAY

See (B, *E, Q, V) on OVERTIME PAGE

*Double hourly rate after 8 hours on Saturday

HOLIDAY

Paid: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES

WAGES per hour: 07/01/2021 01/01/2022

0-750	\$21.37	\$21.67
751-1500	\$22.09	\$22.38
1501-2250	\$22.81	\$23.10
2251-3000	\$23.52	\$23.80
3001-3750	\$24.61	\$24.87
3751-4500	\$26.04	\$26.29
4501+	\$26.73	\$27.01

Supplemental Benefits:

Per hour:

0-750	\$ 11.24	\$11.52
751-1500	\$ 11.60	\$11.90
1501-2250	\$ 11.97	\$12.29
2251-3000	\$ 12.35	\$12.67
3001-3750	\$ 12.84	\$13.25
3751-4500	\$ 13.63	\$14.01
4501+	\$ 14.00	\$14.40

9-7/24M-MF

Mason - Building / Heavy&Highway

01/01/2022

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2021	01/03/2022
Marble-Finisher	\$ 48.87	\$ 48.97

SUPPLEMENTAL BENEFITS

Journeyworker:
 per hour

Marble- Finisher	\$ 35.25	\$ 35.76
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OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

* Work beyond 8 hours on a Saturday shall be paid at double the rate.

** When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Heavy&Highway

01/01/2022

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:

	07/01/2021	06/01/2022 Additional	06/01/2023 Additional
Bricklayer	\$ 43.85	\$ 2.39	\$ 2.05
Cement Mason	43.85	2.39	2.05
Marble/Stone Mason	43.85	2.39	2.05
Plasterer	43.85	2.39	2.05
Pointer/Caulker	43.85	2.39	2.05

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 36.05
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OVERTIME PAY

Cement Mason See (B, E, Q, W, X)

All Others See (B, E, Q, X)

HOLIDAY

Paid: See (5, 6, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5WP-H/H

Operating Engineer - Building

01/01/2022

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Putnam, Queens, Richmond, Westchester

PARTIAL COUNTIES

Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

WAGES

NOTE:Construction surveying

Party Chief--One who directs a survey party

Instrument Man--One who runs the instrument and assists Party Chief.

Rodman--One who holds the rod and assists the Survey Crew

Wages:(Per Hour) 07/01/2021

Building Construction:

Party Chief	\$ 76.09
Instrument Man	\$ 60.41
Rodman	\$ 41.11

Steel Erection:

Party Chief	\$ 79.02
Instrument Man	\$ 62.89
Rodman	\$ 44.03

Heavy Construction-NYC counties only:
 (Foundation, Excavation.)

Party Chief	\$ 84.60
Instrument man	\$ 63.79
Rodman	\$ 54.52

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

Building Construction	\$ 24.40* +\$ 7.15
Steel Erection	\$ 25.00* +\$ 7.15
Heavy Construction	\$ 25.25* +\$ 7.15

* This portion subject to same premium as wages

Non-Worked Holiday Supplemental Benefit:

\$ 16.45

OVERTIME PAY

See (A, B, E, Q) on OVERTIME PAGE

Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.

Code "B" applies to Heavy Construction and Steel Erection and had double the rate after 8 hours on Saturdays.

HOLIDAY

Paid: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

9-15Db

Operating Engineer - Building

01/01/2022

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I:

Cranes (All Types up to 49 tons), Boom Trucks, Cherry Pickers (All Types), Clamshell Crane, Derrick (Stone and Steel), Dragline, Franki Pile Rig or similar, High Lift (Lull or similar) with crane attachment and winch used for hoisting or lifting, Hydraulic Cranes, Pile Drivers, Potain and similar.

Cranes (All types 50-99 tons), Drill Rig Casa Grande (CAT or similar), Franki Pile Rig or similar, Hydraulic Cranes (All types including Crawler Cranes- No specific boom length).

Cranes (All types 100 tons and over), All Tower Cranes, All Climbing Cranes irrespective of manufacturer and regardless of how the same is rigged, Franki Pile Rig or similar, Conventional Cranes (All types including Crawler Cranes-No specific boom length), Hydraulic Cranes.

GROUP I-A: Barber Green Loader-Euclid Loader, Bulldozer, Carrier-Trailer Horse, Concrete Cleaning Decontamination Machine Operator, Concrete-Portable Hoist, Conway or Similar Mucking Machines, Elevator & Cage, Excavators all types, Front End Loaders, Gradall, Shovel, Backhoe, etc.(Crawler or Truck), Heavy Equipment Robotics Operator/Mechanic, Hoist Engineer-Material, Hoist Portable Mobile Unit, Hoist(Single, Double or Triple Drum), Horizontal Directional Drill Locator, Horizontal Directional Drill Operator and Jersey Spreader, Letourneau or Tournapull(Scrapers over 20 yards Struck), Lift Slab Console, etc., Lull HiLift or Similar, Master Environmental Maintenance Mechanics, Mucking Machines Operator/Mechanic or Similar Type, Overhead Crane, Pavement Breaker(Air Ram), Paver(Concrete), Post Hole Digger, Power House Plant, Road Boring Machine, Road Mix Machine, Ross Carrier and Similar Machines, Rubber tire double end backhoes and similar machines, Scoopmobile Tractor-Shovel Over 1.5 yards, Shovel (Tunnels), Spreader (Asphalt) Telephie(Cableway), Tractor Type Demolition Equipment, Trenching Machines-Vermeer Concrete Saw Trencher and Similar, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine operator/mechanic, Winch Truck A Frame.

GROUP I-B: Compressor (Steel Erection), Mechanic (Outside All Types), Negative Air Machine (Asbestos Removal), Push Button (Buzz Box) Elevator.

GROUP II: Compactor Self-Propelled, Concrete Pump, Crane Operator in Training (Over 100 Tons), Grader, Machines Pulling Sheep's Foot Roller, Roller (4 ton and over), Scrapers (20 yards Struck and Under), Vibratory Rollers, Welder.

GROUP III-A: Asphalt Plant, Concrete Mixing Plants, Forklift (All power sources), Joy Drill or similar, Tractor Drilling Machine, Loader (1 1/2 yards and under), Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Skid Steer (Bobcat or similar), Stone Crusher, Well Drilling Machine, Well Point System.

GROUP III-B: Compressor Over 125 cu.Feet, Conveyor Belt Machine regardless of size, Compressor Plant, Ladder Hoist, Stud Machine.

GROUP IV-A: Batch Plant, Concrete Breaker, Concrete Spreader, Curb Cutter Machine, Finishing Machine-Concrete, Fine Grading Machine, Hepa Vac Clean Air Machine, Material Hopper(sand, stone, cement), Mulching Grass Spreader, Pump Gypsum etc, Pump-Plaster-GROUT-Fireproofing. Roller(Under 4 Ton), Spreading and Fine Grading Machine, Steel Cutting Machine, Siphon Pump, Tar Joint Machine, Television Cameras for Water, Sewer, Gas etc. Turbo Jet Burner or Similar Equipment, Vibrator (1 to 5).

GROUP IV-B: Compressor (all types), Heater (All Types), Fire Watchman, Lighting Unit (Portable & Generator) Pump, Pump Station(Water, Sewer, Portable, Temporary), Welding Machine (Steel Erection & Excavation).

GROUP V: Mechanics Helper, Motorized Roller (walk behind), Stock Attendant, Welder's Helper, Maintenance Engineer Crane(75 ton and over).

Group VI-A: Welder Certified

GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour)

	07/01/2021	3/7/2022	3/6/2023
GROUP I			
Cranes- up to 49 tons	\$ 63.86	\$ 65.03	\$ 66.23
Cranes- 50 tons to 99 tons	66.07	67.28	68.53
Cranes- 100 tons and over	75.37	76.77	78.21
GROUP I-A	55.96	56.97	58.01
GROUP I-B	51.60	52.52	53.48

GROUP II	54.00	54.98	55.70
GROUP III-A	52.04	52.97	53.94
GROUP III-B	49.56	50.44	51.35
GROUP IV-A	51.52	52.44	53.40
GROUP IV-B	43.62	44.38	45.17
GROUP V	47.00	47.83	48.69
Group VI-A	54.94	55.93	56.96
GROUP VI-B			
Utility Man	44.61	45.39	46.21
Warehouse Man	46.74	47.57	48.42

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects.
 Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour.
 Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour.
 Loader operators over 5 cubic yard capacity additional .50 per hour.
 Shovel operators over 4 cubic yard capacity additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2021	03/07/2022	03/06/2023
Journeyworker	\$ 29.17	\$ 29.87	\$ 30.57

OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

8-137B

Operating Engineer - Heavy&Highway

01/01/2022

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane, (Crawler, Truck),
 Dragline, Drill Rig (Casa Grande, Cat, or Similar), Floating Crane (Crane on Barges) under 100 tons, Gin Pole, Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger (Truck or Truck Mounted), Boat Captain, Bulldozer-All Sizes, Central Mix Plant Operator, Chipper (all types), Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader (Motor Grader), Elevator & Cage (Materials or Passenger), Excavator (and all attachments), Front End Loaders (1 1/2 yards and over), High Lift Lull and similar, Hoist (Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer (Material), Jack and Bore Machine, Log Skidders, Mill Machines, Mucking Machines, Overhead Crane, Paver (concrete), Post Pounder (of any type), Push Cats, Road Reclaimer, Robot Hammer (Brokk or similar), Robotic Equipment (Scope of Engineer Schedule), Ross Carrier and similar, Scrapers (20 yard struck and over), Side Boom, Slip Form Machine, Spreader (Asphalt), Trenching Machines (Telephies-Vermeer Concrete Saw), Tractor Type Demolition Equipment, Vacuum Truck. Vibratory Roller(Riding) or Roller used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver (Asphalt).

GROUP II-A: Ballast Regulators, Compactor Self Propelled, Fusion Machine, Rail Anchor Machines, Roller (4 ton and over), Scrapers (20 yard struck and under).

GROUP II-B: Mechanic (Outside) All Types, Shop Mechanic.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker (Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift (all types), Gas Tapping (Live), Hydroseeder, Loader (1 1/2 yards and under), Locomotive (all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher (Apprentice), Powerhouse Plant, Roller (under 4 ton), Sheer Excavator, Skid Steer/Bobcat, Stone Crusher, Sweeper (with seat), Well Drilling Machine.

GROUP IV: Service Person (Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine (Truck Mounted), Heater (all types), Lighting Unit (Portable), Maintenance Engineer (For Crane Only), Mechanics Helper, Pump (Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck (Sewer Jet or Similar), Welders Helper, Welding Machine (Steel Erection), Well Point System.

GROUP V: All Tower Cranes-All Climbing Cranes and all cranes of 100-ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged, Hoist Engineer (Steel), Engineer-Pile Driver, Jersey Spreader, Pavement Breaker/Post Hole Digger.

WAGES: Per hour:	07/01/2021	03/07/2022	03/06/2023
Group I	\$ 64.63	\$ 65.97	\$ 67.27
Group I-A	57.02	58.16	59.26
Group I-B	60.06	61.28	62.46
Group II-A	54.61	55.70	56.74
Group II-B	56.31	57.44	58.52
Group III	53.66	54.72	55.74
Group IV	48.80	49.74	50.63
Group IV-B	41.94	42.71	43.43
Group V			
Engineer All Tower, Climbing and Cranes of 100 Tons	73.18	74.73	76.24
Hoist Engineer(Steel)	66.29	67.67	69.01
Engineer(Pile Driver)	70.67	72.16	73.61
Jersey Spreader,Pavement Breaker (Air Ram)Post Hole Digger	55.87	56.99	58.06

SHIFT DIFFERENTIAL:

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts on all government mandated off-shift work

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour over the rate listed in the Wage Schedule. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour over the rate listed in the Wage Schedule. Loader and Excavator Operators: over 5 cubic yards capacity \$0.50 per hour over the rate listed in the Wage Schedule. Shovel Operators: over 4 cubic yards capacity \$1.00 per hour over the rate listed in the Wage Schedule.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday; Friday may be used as a make-up day.

NOTE - In order to use the 4 Day/10 Hour Work schedule Registration for Use of 4 Day/10 Hour Work Schedule, form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:	07/01/2021	03/07/2022	03/06/2023
	\$ 31.60 up to 40 Hours	\$ 32.60 up to 40 hours	\$ 33.75 up to 40 hours
	After 40 hours \$ 22.40* PLUS \$ 1.20 on all hours worked	After 40 hours \$ 23.40* PLUS \$ 1.20 on all hours worked	After 40 hours \$ 24.50* PLUS \$ 1.25 on all hours worked

*This amount is subject to premium

OVERTIME PAY

See (B, E, E2, P, *R, **U) on OVERTIME PAGE

HOLIDAY

Paid:..... See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

Overtime..... See (5, 6, 8, 15, 25, 26) on OVERTIME PAGE

* For Holiday codes 8,15,25,26 code R applies

** For Holiday Codes 5 & 6 code U applies

Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

REGISTERED APPRENTICES

(1)year terms at the following rate.

07/01/2021	03/07/2022	03/06/2023
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1st term	\$ 28.51	\$ 29.08	\$ 29.63
2nd term	34.21	34.90	35.56
3rd term	39.91	40.71	41.48
4th term	45.61	46.53	47.41
Supplemental Benefits per hour:			
	23.60	24.55	25.70

8-137HH

Operating Engineer - Heavy&Highway **01/01/2022**

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT 9**

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: South of the North city line of Poughkeepsie

WAGES

Party Chief - One who directs a survey party
 Instrument Man - One who runs the instrument and assists Party Chief
 Rodman - One who holds the rod and in general, assists the Survey Crew
 Categories cover GPS & Underground Surveying

Per Hour: 07/01/2021

Party Chief \$ 81.72

Instrument Man 61.43

Rodman 52.40

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

All Categories
 Straight Time: \$ 25.25* plus \$7.15

Premium:
 Time & 1/2 \$ 37.88* plus \$7.15

Double Time \$ 50.50* plus \$7.15

Non-Worked Holiday Supplemental Benefits:
 \$ 16.45

OVERTIME PAY

See (B, *E, Q) on OVERTIME PAGE

* Doubletime paid on all hours in excess of 8 hours on Saturday

HOLIDAY

Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

9-15Dh

Operating Engineer - Heavy&Highway - Tunnel **01/01/2022**

JOB DESCRIPTION Operating Engineer - Heavy&Highway - Tunnel **DISTRICT 8**

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane(Crawler,Truck), Dragline, Drill Rig Casa Grande(Cat or Similar), Floating Crane(Crane on Barge-Under 100 Tons), Hoist Engineer(Concrete/Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger(Truck or Truck Mounted), Boat Captain, Bull Dozer-all sizes, Central Mix Plant Operator, Chipper-all types, Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader(Motor Grader), Elevator & Cage(Materials or Passengers), Excavator(and all attachments), Front End Loaders(1 1/2 yards and over), High Lift Lull, Hoist(Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer(Material), Jack and Bore Machine, Log Skidder, Milling Machine, Moveable Concrete Barrier Transfer & Transport Vehicle, Mucking Machines. Overhead Crane, Paver(Concrete), Post Pounder of any type, Push Cats, Road Reclaimer, Robot Hammer(Brokk or similar), Robotic Equipment(Scope of Engineer Schedule), Ross Carrier and similar machines, Scrapers(20 yards struck and over), Side Boom, Slip Form Machine, Spreader(Asphalt), Trenching Machines, Telephies-Vermeer Concrete Saw, Tractor type demolition equipment, Vacuum Truck, Vibratory Roller (Riding) used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver(Asphalt).

GROUP II-A: Ballast Regulators, Compactor(Self-propelled), Fusion Machine, Rail Anchor Machines, Roller(4 ton and over), Scrapers(20 yard struck and under).

GROUP II-B: Mechanic(outside)all types, Shop Mechanic.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler(High Pressure), Concrete Breaker(Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift(all types of power), Gas Tapping(Live), Hydroseeder, Loader(1 1/2 yards and under), Locomotive(all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher(Apprentice), Powerhouse Plant, Roller(under 4 ton), Sheer Excavator, Skidsteer/Bobcat, Stone Crusher, Sweeper(with seat), Well Drilling Machine.

GROUP IV-A: Service Person(Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine(Truck Mounted), Heater(all types), Lighting Unit(Portable), Maintenance Engineer(for Crane only), Mechanics Helper, Pump(Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck(Sewer Jet or similar), Welding Machine(Steel Erection), Welders Helper.

GROUP V-A: Engineer(all Tower Cranes, all Climbing Cranes & all Cranes of 100 ton capacity or greater),Hoist Engineer(Steel-Sub Structure), Engineer-Pile Driver, Jersey-Spreader, Pavement breaker, Post Hole Digger

WAGES: (per hour)

	07/01/2021	03/07/2022	03/06/2023
GROUP I	\$ 64.63	\$ 65.97	\$ 67.27
GROUP I-A	57.02	58.16	59.21
GROUP I-B	60.06	61.28	62.46
GROUP II-A	54.61	55.70	56.74
GROUP II-B	56.31	57.44	58.52
GROUP III	53.66	54.72	55.74
GROUP IV-A	48.80	49.74	50.63
GROUP IV-B	41.94	42.71	43.43
GROUP V-A			
Engineer-Cranes	73.18	74.73	76.24
Engineer-Pile Driver	70.67	72.16	73.61
Hoist Engineer	66.29	67.67	69.01
Jersey Spreader/Post Hole Digger	55.87	56.99	58.06

SHIFT DIFFERENTIAL:

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts on all government mandated off-shift work

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects. Operators required to use two buckets pouring concrete on other than road pavement shall receive \$0.50 per hour over scale. Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour. Operators of shovels with a capacity over (4) cubic yards shall be paid an additional \$1.00 per hour. Operators of loaders with a capacity over (5) cubic yards shall be paid an additional \$0.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

	07/01/2021	03/07/2022	03/06/2023
	\$ 23.60	\$ 24.55	\$ 25.70
	+ \$8.00	+ \$8.00	+ \$8.00

(Limited to
 first 40 hours)

(Limited to
 first 40 hours)

(Limited to
 first 40 hours)

OVERTIME PAY

See (D, O, *U, V) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

* Note: For Holiday codes 5 & 6, code U applies. For Holiday codes 8, 15, 25, 26, code R applies.

Note: If employees are required to work on Easter Sunday, they shall be paid at the rate of triple time.

REGISTERED APPRENTICES

(1)year terms at the following rates:

	07/01/2021	03/07/2022	03/06/2023
1st term	\$ 28.51	\$ 29.08	\$ 29.63
2nd term	34.21	34.90	35.56
3rd term	39.91	40.71	41.48
4th term	45.61	46.53	47.41

Supplemental Benefits per hour:

All terms	\$ 23.60	\$ 24.55	\$ 25.70
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8-137Tun

Operating Engineer - Marine Dredging

01/01/2022

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2021	10/01/2021
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 41.42	\$ 41.42
CLASS A2 Crane Operator (360 swing)	36.91	36.91
CLASS B Dozer,Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	35.82	35.82
CLASS B2 Certified Welder	33.72	33.72
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	32.80	32.80
CLASS C2 Boat Operator	30.89	31.74

CLASS D	25.66	26.37
Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor		

SUPPLEMENTAL BENEFITS

Per Hour:
 THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	07/01/2021 \$11.98 plus 8% of straight time wage, Overtime hours add \$ 0.63	10/01/2021 \$11.98 plus 8% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48	11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48
All Class D	\$11.38 plus 8% of straight time wage, Overtime hours add \$ 0.33	11.38 plus 8% of straight time wage, Overtime hours add \$ 0.33

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer **01/01/2022**

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT 9**

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES
 Dutchess: That part in Dutchess County lying South of the North City line of Poughkeepsie.

WAGES
 Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: 07/01/2021
 Survey Classifications

Party Chief	\$ 45.83
Instrument Man	38.17
Rodman	33.34

SUPPLEMENTAL BENEFITS

Per Hour:
 All Crew Members: \$ 20.60

OVERTIME PAY

OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.
 *Doubletime paid on the 9th hour on Saturday.

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
 Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

Painter **01/01/2022**

JOB DESCRIPTION Painter **DISTRICT 8**

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2021
Brush	\$ 50.30*
Abatement/Removal of lead based or lead containing paint on materials to be repainted.	50.30*
Spray & Scaffold	\$ 53.30*
Fire Escape	53.30*
Decorator	53.30*
Paperhanger/Wall Coverer	52.93*

*Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2021
Paperhanger	\$ 31.83
All others	29.81
Premium	33.40**

**Applies only to "All others" category,not paperhanger journeyworker.

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

One (1) year terms at the following wage rate.

Per hour:	07/01/2021
Appr 1st term...	\$ 19.56*
Appr 2nd term...	25.12*
Appr 3rd term...	30.42*
Appr 4th term...	40.65*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:	
Per Hour:	07/01/2021
Appr 1st term...	\$ 14.72
Appr 2nd term...	18.23
Appr 3rd term...	21.06
Appr 4th term...	26.67

8-NYDC9-B/S

Painter

01/01/2022

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Putnam, Suffolk, Westchester

PARTIAL COUNTIES

Nassau: All of Nassau except the areas described below: Atlantic Beach, Ceaderhurst, East Rockaway, Gibson, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd. turn right going west all the above territory. Starting at Union Turnpike and Lakeville Rd. going north to Northern Blvd. the west side of Lakeville road to Northern blvd. At Northern blvd. going east the district north of Northern blvd. to Port Washington Blvd. West of Port Washington blvd.to St.Francis Hospital then north of first traffic light to Port Washington and Sands Point, Manor HAven, Harbour Acres.

WAGES

Per hour:	07/01/2021
Drywall Taper	\$ 50.30*

*Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2021
Journeyman \$ 29.81

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages - Per Hour: 07/01/2021

1500 hour terms at the following wage rate:

1st term \$ 19.56*
2nd term 25.12*
3rd term 30.42*
4th term 40.65*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:

One year term (1500 hours) at the following dollar amount.

1st year \$ 14.72
2nd year 18.23
3rd year 21.06
4th year 26.67

8-NYDCT9-DWT

Painter - Bridge & Structural Steel

01/01/2022

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per Hour:

STEEL:

Bridge Painting: 07/01/2021 10/01/2021
\$ 51.50 \$ 53.00
+ 8.63* + 9.63*

ADDITIONAL \$6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SHIFT WORK:

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker: 07/01/2021 10/01/2021

\$ 10.90	\$ 10.90
+ 30.00*	+ 30.60*

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms

	07/01/2021	10/01/2021
1st year	\$ 20.60 + 3.45*	\$ 21.20 + 3.86*
2nd year	\$ 30.90 + 5.18*	\$ 31.80 + 5.78*
3rd year	\$ 41.20 + 6.90*	\$ 42.40 + 7.70*
Supplemental Benefits - Per hour:		
1st year	\$.25 + 12.00*	\$.25 + 12.24*
2nd year	\$ 10.90 + 18.00*	\$ 10.90 + 18.36*
3rd year	\$ 10.20 + 24.00*	\$ 10.90 + 24.48*

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

Painter - Line Striping

01/01/2022

JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per hour:

	07/01/2021	07/01/2022
Painter (Striping-Highway):		
Striping-Machine Operator*	\$ 30.32	\$ 31.53
Linerman Thermoplastic	36.93	38.34

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2021	07/01/2022
Journeyworker:		
Striping Machine Operator:	\$ 10.03	\$ 10.03
Linerman Thermoplastic:	10.03	10.03

OVERTIME PAY

See (B, B2, E2, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE
 Overtime: See (5, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES

One (1) year terms at the following wage rates:

	07/01/2021	12/31/2021	07/01/2022
1st Term*:	\$ 15.00	\$ 15.00	\$ 15.00
1st Term**:	14.00	15.00	15.00
1st Term***:	12.50	13.20	13.20
2nd Term:	18.19	18.19	18.92
3rd Term:	24.26	24.26	25.22

*Bronx, Kings, New York, Queens, Richmond, and Suffolk counties
 **Nassau and Westchester counties
 ***All other counties

Supplemental Benefits per hour:

1st term:	\$ 9.16	\$ 9.16	\$ 9.16
2nd Term:	9.16	9.16	10.03
3rd Term:	9.16	9.16	10.03

8-1456-LS

Painter - Metal Polisher

01/01/2022

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2021
Metal Polisher	\$ 37.13
Metal Polisher*	38.23
Metal Polisher**	41.13

*Note: Applies on New Construction & complete renovation
 ** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2021
Journeyworker:	
All classification	\$ 10.64

OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
 Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

	07/01/2021
1st year	\$ 16.00
2nd year	17.00

3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

*Note: Applies on New Construction & complete renovation
 ** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:
 Per hour:

1st year	\$ 7.39
2nd year	7.39
3rd year	7.39

8-8A/28A-MP

Plumber

01/01/2022

JOB DESCRIPTION Plumber

DISTRICT 8

ENTIRE COUNTIES
 Putnam, Westchester

WAGES

Per hour:
 07/01/2021

Plumber and Steamfitter	\$ 59.01
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SHIFT WORK:

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 39.26
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OVERTIME PAY

See (B, E, E2, Q, V) on OVERTIME PAGE
 OVERTIME:... See on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1)year terms at the following wages:

1st Term	\$ 21.89
2nd Term	25.13
3rd Term	29.01
4th Term	41.43
5th Term	44.45

Supplemental Benefits per hour:

1st term	\$ 16.25
2nd term	18.13
3rd term	21.57
4th term	28.41
5th term	30.11

8-21.1-ST

JOB DESCRIPTION Plumber - HVAC / Service

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

Delaware: Only the townships of Middletown and Roxbury
Ulster: Entire County (including Walkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

Per hour: 07/01/2021

HVAC Service \$ 40.68
+ \$ 4.32*

*Note: This portion of wage is not subject to overtime premium.

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2021

Journeyworker HVAC Service \$ 26.54

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

HVAC SERVICE

(1)year terms at the following wages:

1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
\$ 18.50	\$ 21.88	\$ 27.31	\$ 33.56	\$ 36.36
+\$2.37*	+\$2.67*	+\$3.22*	+\$3.84*	+\$4.07*

*Note: This portion of wage is not subject to overtime premium.

Supplemental Benefits per hour:

Apprentices	07/01/2021
1st term	\$ 19.66
2nd term	20.86
3rd term	22.21
4th term	24.02
5th term	25.33

8-21.1&2-SF/Re/AC

Plumber - Jobbing & Alterations

01/01/2022

JOB DESCRIPTION Plumber - Jobbing & Alterations

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

Ulster: Entire county (including Walkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

Per hour: 07/01/2021
Journeyworker: \$ 45.83

Repairs, replacements and alteration work is any repair or replacement of a present plumbing system that does not change existing roughing or water supply lines.

SHIFT WORK:

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker

\$ 32.96

OVERTIME PAY

See (B, *E, E2, Q, V) on OVERTIME PAGE

*When used as a make-up day, hours after 8 on Saturday shall be paid at time and one half.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wages:

1st year	\$ 19.88
2nd year	22.06
3rd year	23.90
4th year	33.57
5th year	35.46

Supplemental Benefits per hour:

1st year	\$ 10.74
2nd year	12.65
3rd year	16.58
4th year	22.39
5th year	24.32

8-21.3-J&A

Roofer

01/01/2022

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

WAGES

Per Hour: 07/01/2021

Roofer/Waterproofer \$ 45.25
 + \$7.00*

* This portion is not subjected to overtime premiums.

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

SUPPLEMENTAL BENEFITS

Per Hour: \$ 28.62

OVERTIME PAY

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year term

1st	2nd	3rd	4th
\$ 15.84	\$ 22.63	\$ 27.15	\$ 33.94
	+ 3.50*	+ 4.20*	+ 5.26*

Supplements:

1st	2nd	3rd	4th
\$ 3.72	\$ 14.47	\$ 17.30	\$ 21.55

9-8R

Sheetmetal Worker **01/01/2022**

JOB DESCRIPTION Sheetmetal Worker **DISTRICT 8**

ENTIRE COUNTIES
 Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

	07/01/2021
SheetMetal Worker	\$ 44.15
	+ 3.37*

*This portion is not subject to overtime premiums.

SHIFT WORK
 For all NYS D.O.T. and other Governmental mandated off-shift work:
 10% increase for additional shifts for a minimum of five (5) days

SUPPLEMENTAL BENEFITS
 Journeyworker \$ 44.20

OVERTIME PAY
 OVERTIME:.. See (B, E, Q,) on OVERTIME PAGE.

HOLIDAY
 Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 16.36	\$ 18.41	\$ 20.46	\$ 22.51	\$ 24.54	\$ 26.60	\$ 29.12	\$ 31.65
+ 1.35*	+ 1.52*	+ 1.69*	+ 1.85*	+ 2.02*	+ 2.19*	+ 2.36*	+ 2.53*

*This portion is not subject to overtime premiums.

Supplemental Benefits per hour:

Apprentices

1st term	\$ 18.96
2nd term	21.34
3rd term	23.71
4th term	26.11
5th term	28.46
6th term	30.82
7th term	32.72
8th term	34.64

8-38

Sheetmetal Worker **01/01/2022**

JOB DESCRIPTION Sheetmetal Worker **DISTRICT 4**

ENTIRE COUNTIES
 Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per Hour:	07/01/2021	8/01/2021
Sign Erector	\$ 52.29	\$ 53.97

NOTE: Structurally Supported Overhead Highway Signs(See STRUCTURAL IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2021	8/01/2021
Sign Erector	\$ 51.26	\$ 53.15

OVERTIME PAY
 See (A, F, S) on OVERTIME PAGE

HOLIDAY
 Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
 Per Hour:

6 month Terms at the following percentage of Sign Erectors wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	40%	45%	50%	55%	60%	65%	70%	75%	80%

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2021

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 14.34	\$ 16.26	\$ 18.17	\$ 20.10	\$ 28.02	\$ 30.47	\$ 33.72	\$ 36.27	\$ 38.77	\$ 41.29

8/01/2021

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD

4-137-SE

Sprinkler Fitter **01/01/2022**

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

Per hour 07/01/2021

Sprinkler Fitter \$ 47.19

SUPPLEMENTAL BENEFITS

Per hour

Journey person \$ 28.09

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 22.67	\$ 25.19	\$ 27.46	\$ 29.98	\$ 32.50	\$ 35.02	\$ 37.54	\$ 40.05	\$ 42.57	\$ 45.09

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.27	\$ 8.27	\$ 19.22	\$ 19.22	\$ 19.47	\$ 19.47	\$ 19.47	\$ 19.47	\$ 19.47	\$ 19.47

1-669.2

Teamster - Building / Heavy&Highway **01/01/2022**

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

GROUP A: Straight Trucks (6-wheeler and 10-wheeler), A-frame, Winch, Dynamite Seeding, Mulching, Agitator, Water, Attenuator, Light Towers, Cement (all types), Suburban, Station Wagons, Cars, Pick Ups, any vehicle carrying materials of any kind.

GROUP AA: Tack Coat

GROUP B: Tractor & Trailers (all types).

GROUP BB: Tri-Axle, 14 Wheeler

GROUP C: Low Boy (carrying equipment).

- GROUP D: Fuel Trucks, Tire Trucks.
- GROUP E: Off-road Equipment (over 40 tons): Athey Wagons, Belly Dumps, Articulated Dumps, Trailer Wagons.
- GROUP F: Off-road Equipment (over 40 tons) Euclid, DJB.
- GROUP G: Off-road Equipment (under 40 tons) Athey Wagons, Belly Articulated Dumps, Trailer Wagons.
- GROUP H: Off-road Equipment(under 40 tons), Euclid.
- GROUP HH: Off-road Equipment(under 40 tons) D.J.B.
- GROUP I: Off-road Equipment(under 40 tons) Darts.
- GROUP II: Off-road Equipment(under 40 tons) RXS.

WAGES:(per hour)

07/01/2021

GROUP A	\$ 42.47*
GROUP AA	45.27*
GROUP B	43.09*
GROUP BB	42.59*
GROUP C	45.22*
GROUP D	42.92*
GROUP E	43.47*
GROUP F	44.47*
GROUP G	43.22*
GROUP H	43.84*
GROUP HH	44.22*
GROUP I	43.97*
GROUP II	44.34*

* To calculate premium wage, subtract \$.20 from the hourly wage.

Note: Fuel truck operators on construction sites addit. \$5.00 per day.
For work on hazardous/toxic waste site addit. 20% of hourly rate.

Shift Differential: When mandated by the contracting agency, DOT, or any governmental agency contracts shall receive a shift differential of fifteen (15%) above the wage rate.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:
Journeyworker

First 40 hours	\$ 33.64
41st-45th hours	15.18
Over 45 hours	0.26

OVERTIME PAY

See (B, E, P, R) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

8-456

Welder

01/01/2022

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour 07/01/2021

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY
HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday

(29) Juneteenth



**New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240**

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One)

Contracting Agency Architect or Engineering Firm Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address (Check if new or change)

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

- | | |
|---|--|
| <input type="checkbox"/> 01 DOT | <input type="checkbox"/> 07 City |
| <input type="checkbox"/> 02 OGS | <input type="checkbox"/> 08 Local School District |
| <input type="checkbox"/> 03 Dormitory Authority | <input type="checkbox"/> 09 Special Local District, i.e.,
Fire, Sewer, Water District |
| <input type="checkbox"/> 04 State University
Construction Fund | <input type="checkbox"/> 10 Village |
| <input type="checkbox"/> 05 Mental Hygiene
Facilities Corp. | <input type="checkbox"/> 11 Town |
| <input type="checkbox"/> 06 OTHER N.Y. STATE UNIT | <input type="checkbox"/> 12 County |
| | <input type="checkbox"/> 13 Other Non-N.Y. State
(Describe) |

3. SEND REPLY TO check if new or change)
Name and complete address:

Telephone:()

Fax: ()

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- 1. New Building
- 2. Addition to Existing Structure
- 3. Heavy and Highway Construction (New and Repair)
- 4. New Sewer or Waterline
- 5. Other New Construction (Explain)
- 6. Other Reconstruction, Maintenance, Repair or Alteration
- 7. Demolition
- 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- | | |
|---|--|
| <input type="checkbox"/> Construction (Building, Heavy Highway/Sewer/Water) | <input type="checkbox"/> Guards, Watchmen |
| <input type="checkbox"/> Tunnel | <input type="checkbox"/> Janitors, Porters, Cleaners, Elevator Operators |
| <input type="checkbox"/> Residential | <input type="checkbox"/> Moving furniture and equipment |
| <input type="checkbox"/> Landscape Maintenance | <input type="checkbox"/> Trash and refuse removal |
| <input type="checkbox"/> Elevator maintenance | <input type="checkbox"/> Window cleaners |
| <input type="checkbox"/> Exterminators, Fumigators | <input type="checkbox"/> Other (Describe) |
| <input type="checkbox"/> Fire Safety Director, NYC Only | |

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES NO

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

NYSDOL Bureau of Public Work Debarment List 12/22/2021

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	NYC	****9839	A.J.S. PROJECT MANAGEMENT, INC.		149 FIFTH AVENUE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL	****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	NYC		ANTHONY J SCLAFANI		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DOL		ARVINDER ATWAL		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC	****5532	ATWAL MECHANICALS, INC		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	****2591	AVI 212 INC.		260 CROPSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DA		BOLTER CONSTRUCTION		2549 LINDEN STREET BELLMORE NY 11710	12/22/2016	12/22/2021
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025

NYSDOL Bureau of Public Work Debarment List 12/22/2021

Article 8

DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	****0225	C&D LAFACE CONSTRUCTION, INC.		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINNESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL	****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL		CARMENA RACHETTA		8531 OSWEGO ROAD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	****1143	CARMODY BUILDING CORP	CARMODY CONTRACTIN G AND CARMODY CONTRACTIN G CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANO A/K/A CHRIS PAPASTEFANO		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		DALJIT KAUR BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025

NYS DOL Bureau of Public Work Debarment List 12/22/2021

Article 8

DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL		DOMENICO LAFACE		8531 OSWEGO RD BALDWINSVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DUARTE LOPES		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL	****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	NYC		FRANK MAINI		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		GIOVANNI LAFACE		8531 OSWEGO RD BALDWINSVILLE NY 13027	02/03/2020	01/09/2023
DOL	NYC	****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		GREAT ESTATE CONSTRUCTION, INC.		327 STAGG ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATT A BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	****3228	HEIGHTS ELEVATOR CORP.		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023

NYSDOL Bureau of Public Work Debarment List 12/22/2021

Article 8

DOL	DOL	****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN LUCIANO			05/14/2018	05/14/2023
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	AG	****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JOSEPH FOLEY		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	NYC		K.S. CONTRACTING CORP.		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL	****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026

NYS DOL Bureau of Public Work Debarment List 12/22/2021

Article 8

DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DA	****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6E JACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL	****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 11444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	NYC		MARTINE ALTER		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023

NYSDOL Bureau of Public Work Debarment List 12/22/2021

Article 8

DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MCLEAN "MIKKI BEANE"		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN "MIKKI" DRAKE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN M DRAKE-BEANE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	****9445	MCLEAN M WALSH	ELITE PROFESSIONAL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	****9445	MCLEAN M WALSH	ELITE PROFESSIONAL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL	****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	NYC	****3826	MOVING MAVEN OF NY, INC.		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	NYC	****3550	MOVING MAVEN, INC		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DA	****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	DOL	****3684	NATIONAL LAWN SPRINKLERS, INC.		645 N BROADWAY WHITE PLAINS NY 10603	05/14/2018	05/14/2023
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	DOL	****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL	****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	NYC		PARESH SHAH		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	NYC	****9422	PELIUM CONSTRUCTION, INC.		22-33 35TH ST. ASTORIA NY 11105	12/30/2016	12/30/2021
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025

NYSDOL Bureau of Public Work Debarment List 12/22/2021

Article 8

DOL	NYC	****4532	PROFESSIONAL PAVERS CORP.		66-05 WOODHAVEN BLVD. REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	AG	****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DA	****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	****9148	RICHARD TIMIAN	RICH T CONSTRUCTION	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	NYC		ROBERT HOHMAN		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		SANDEEP BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	NYC	****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025

NYSDOL Bureau of Public Work Debarment List 12/22/2021

Article 8

DOL	DOL	****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL	****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	NYC	****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	NYC	****5863	SUKHMANY CONSTRUCTION, INC.		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022

NYSDOL Bureau of Public Work Debarment List 12/22/2021

Article 8

DOL	DOL	****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DA	****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	****7361	VIABLE HOLDINGS, INC.	MOVING MAVEN	1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	NYC	****2426	VICKRAM MANGRU	VICK CONSTRUCTION	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		VIKTAR PATONICH		2630 CROPSY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC	****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM C WATKINS		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTING, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL	****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTI BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC	****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022

TABLE OF CONTENTS

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

- 000107 SEALS PAGE – **REVISED JANUARY 12, 2022**
- 003126 EXISTING HAZARDOUS MATERIAL INFORMATION

DIVISION 01 – GENERAL REQUIREMENTS

- 011000 SUMMARY – **REVISED JANUARY 12, 2022**
- 012600 CONTRACT MODIFICATION PROCEDURES
- 012900 PAYMENT PROCEDURES
- 012300 ALTERNATES – **REVISED JANUARY 12, 2022**
- 013300 SUBMITTAL PROCEDURES
- 014000 QUALITY REQUIREMENTS
- 015000 TEMPORARY FACILITIES AND CONTROLS

DIVISION 02 – DEMOLITION

- 024119 SELECTIVE DEMOLITION

DIVISION 04 – MASONRY

- 044313.13 ANCHORED STONE MASONRY VENEER

DIVISION 06 – WOOD AND PLASTICS

- 061000 ROUGH CARPENTRY
- 064116 PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

DIVISION 07– THERMAL AND MOISTURE PROTECTION

- 072100 THERMAL INSULATION
- 072600 VAPOR RETARDERS
- 077100 ROOF SPECIALTIES
- 079200 JOINT SEALANTS

DIVISION 08 – DOORS AND WINDOWS

- 081113 HOLLOW METAL DOORS AND FRAMES
- 083113 ACCESS DOOR AND FRAMES
- 085313 VINYL WINDOWS
- 088000 GLAZING
- 088300 MIRRORS

DIVISION 09 – FINISHES

- 092216 NON-STRUCTURAL METAL FRAMING
- 092300 GYPSUM PLASTERING
- 092900 GYPSUM BOARD
- 093013 CERAMIC TILING
- 096723 RESINOUS FLOORING

DIVISION 10 – SPECIALTIES

- 102113.19 PLASTIC TOILET COMPARTMENTS
- 102123 CUBICLE CURTAINS AND TRACK
- 102800 TOILET, BATH, AND LAUNDRY ACCESSORIES
- 105113 METAL LOCKERS

DIVISION 12 – FURNISHINGS

- 123623.13 PLASTIC-LAMINATE-CLAD COUNTERTOPS

DIVISION 14 – CONVEYING SYSTEMS

- 144200 WHEELCHAIR LIFTS

END OF TABLE OF CONTENTS

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DOCUMENT 000107 - SEALS PAGE

1.1 DESIGN PROFESSIONALS OF RECORD

A. Architect:

1. Andrew J. Petrosky.
2. NYS 025224.
3. Responsible for Divisions 01-49 Sections except where indicated as prepared by other design professionals of record.



B. Structural Engineer:

1. Michael J. Simmons.
2. NYS 074808.
3. Responsible for Divisions 03, 04 and 05 except Section 044313.13.



C. Plumbing Engineer:

1. Joseph A. Merlino.
2. NYS 103317.
3. Responsible for Division 22 Sections.



D. HVAC Engineer:

1. Jeremy M. Reiss.
2. NYS 090231.
3. Responsible for Division 23 Sections.



E. Electrical Engineer:

1. Tyler J. Rich.
2. NYS 104386.
3. Responsible for Divisions 26 and 27 Sections.



END OF DOCUMENT 000107

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DOCUMENT 003126 - EXISTING HAZARDOUS MATERIAL INFORMATION

1.1 EXISTING HAZARDOUS MATERIAL INFORMATION

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.
- B. An existing asbestos report for Project, prepared by Applied Technology Services, Inc., dated September 1, 2010 is available for viewing as appended to this Document.
- C. Related Requirements:
 - 1. "Instructions to Bidders" for the Bidder's responsibilities for examination of Project site and existing conditions.

END OF DOCUMENT 003126

APPLIED TECHNOLOGY SERVICES, INC.

481 Main Street

New Rochelle, NY 10801

(914) 654-0080 / (914) 654-1332 Fax

**PRE-DEMOLITION
SURVEY REPORT**

FOR

**CITY PARK MAINTENANCE BUILDING
NEW ROCHELLE, NEW YORK 10804**

Prepared for:

GARY SORGE

STANTEC

2321 WHITNEY AVENUE

HAMDEN, CT, 06518

ATS JOB # A10103

September 1, 2010

**PRE-DEMOLITION
SURVEY REPORT**

On August 18, 2010, Applied Technology Services, Inc. (ATS) conducted a pre-demolition inspection at the Maintenance Building in City Park, New Rochelle, New York. The inspection, to identify possible asbestos, lead, mold and PCB presence, was requested by Gary Sorge, of Stantec Construction, in conjunction with the planned demolition of the structure.

The inspection was performed by Steve VanderWoude, certified NYS DOL Asbestos Inspector (# 91-04755), EPA Lead Based Paint Professional (NY-R-9821-2), and Institute of Inspection Cleaning and Restoration Certification (IICRC) Water Damage Restoration Applied Microbial Remediation (153887), and George Lee .NYS DOL Asbestos Inspector (# 07-14381)

ASBESTOS

The structure has a main building (center) and two annexes, a Men's Room and a Ladies Room. It is a stone building with a shingle roof. Most of the original windows have been replaced with vinyl double hung windows, with the exception of some grade level windows which have been boarded over for security reasons. Interior walls are either plaster or gypsum wallboard. Floors are cement. Heating pipes are uninsulated.

Samples were taken of all suspect materials that would be affected by the demolition and were analyzed via Polarized Light Microscopy (PLM) and Transmission Electron Microscopy (TEM) when necessary.

The only interior building component that contained asbestos was the exhaust piping for the space heaters. This was visible on the second floor rear room where the piping was sampled and may also possibly exist between the ceiling and the roof of the annexes where the other two space heaters were located.

All roof samples were negative except for the flashing cement (e.g. vent and chimney) and minimal patching along the gable wall.

Please refer to Table 1 on the next page for a complete list of materials sampled and results. Asbestos containing materials (ACM) are materials with an asbestos content greater than 1% and are printed in **bold type**.

The asbestos containing materials in this structure must be removed prior to any demolition, or disturbance which might result in the release of fibers.

APPLIED TECHNOLOGY SERVICES, INC.

LEAD

Samples of paint were taken in various areas of the structure which indicated the presence of lead based paint. The presence of the lead based paint means that during the demolition of the structure certain work practices, such as open burning, dry sanding, or use of a heat gun above 1100 degrees Fahrenheit will not be allowed.

There are two different Standards for treatment of lead based paint. The first is Housing Urban Development (HUD) which defines lead based paint as having more than 0.5% lead content. The other authority is OSHA which defines lead based paint as paint having any lead content.

Federal EPA and NYS Department of Environmental Conservation (DEC) regulate the disposal of lead and waste stream sampling would determine the disposal site and treatment required. This could be accomplished by taking samples of the material in the dumpsters prior to their removal from the site.

Results of sampling are listed in Table 2.

PCB

A PCB samples was taken from the glazing compound from the rear window of the left side annex and results are indicated in Table 3

According to the Federal EPA , this concentration is not regulated and therefore its treatment/disposal is not governed by regulations.

MOLD

Visible mold was seen in the damaged area in the rear of the second floor where the roof and the ceiling meet. However, the damage is local and would not be of the scope requiring a full scale mold remediation. If workers were going to be in the immediate area performing the demolition (as in saving trimwork, mouldings, or objects of architectural interest, they should be properly trained and equipped with High Efficiency Particulate Air (HEPA) respirators and Protective Personal Equipment (PPE) to reduce their risk of inhaling contaminated air. If the demolition is being performed by a machine operator who is not in the immediate area dust control would be more important to individual safety.

Copies of licenses and laboratory analyses are included with this report.

If you have any questions please contact our office.

Steve VanderWoude
Vice President
Applied Technology Services, Inc..

ATS JOB # A10103 City Park, Maintenance Building

APPLIED TECHNOLOGY SERVICES, INC.

TABLE 1 - BULK SAMPLING RESULTS

<u>Material</u>	<u>Location</u>	<u>Asbestos %</u>	<u>Sample #</u>
Flashing Cement	Roof, Vent	12.1 %	16-081810-18
Exhaust Duct	2 nd fl, Center Heater	4.2 / 16.7 %	16-081810-19
Exhaust Duct	2 nd fl, Center Heater	NA/PS	16-081810-20
GWB, Plaster, White	2 nd fl, Center L. Heater	NAD	16-081810-21
GWB, Plaster, Grey	2 nd fl, Center L. Heater	NAD	16-081810-21
WJC	2 nd fl, Center R. Heater	NAD	16-081810-22
WJC	2 nd fl, Center R. Heater	NAD	16-081810-23
Adhesive	2 nd fl, Wood Panel	NAD	16-081810-24
Adhesive	2 nd fl, Wood Panel	NAD	16-081810-25
GWB, Plaster, White	2 nd fl, Ceiling @ door	NAD	16-081810-26
GWB, Plaster, Grey	2 nd fl, Ceiling @ door	NAD	16-081810-26
GWB, Plaster, White	Center Hall	Trace	16-081810-27
Glazing	L. Annex Rear	Trace	16-081810-28
Glazing	L. Annex Rear	NAD	16-081810-29
Green Shingle	R. Annex Rear	NAD	16-081810-01
Building Paper	R. Annex Rear	NAD	16-081810-03
Green Shingle	L. Annex Rear	NAD	16-081810-05
Building Paper	L. Annex Rear	NAD	16-081810-07
Shingle, Lower	Center	NAD	16-081810-11
Shingle, Lower	Center	NAD	16-081810-12
Building Paper L	Center	NAD	16-081810-15
Building Paper L	Center	NAD	16-081810-16
Flashing Cement	Chimney	NA/PS	16-081810-17

NAD: No Asbestos Detected
 TR: Trace-Less than 1%

NA/PS: Not analyzed/Positive Stop

ACM are materials with an asbestos content greater than 1%.

APPLIED TECHNOLOGY SERVICES, INC.

TABLE 2 – LEAD PAINT

<u>Location</u>	<u>Lead %</u>	<u>I.D.</u>
Center 1 L. Front	0.36 % wt	01
Center 2 Pipe	0.39 % wt	02
Center 2 Porch	0.023 % wt	03
Center 1 R. Side	0.52 % wt	04
R Annex, 1 Ext Dr Fr	8.9 % wt	05
L Annex, 1 Ext Dr Fr	7.6 % wt	06
Center 1 Center Hall	11 % wt	07

APPLIED TECHNOLOGY SERVICES, INC.

TABLE 3 – PCB's

<u>Test Name</u>	<u>PCB %</u>	<u>Method</u>
PCB-1016	<52 ppb	SW 8082
PCB-1221	<52 ppb	SW 8082
PCB-1232	<52 ppb	SW 8082
PCB-1242	<52 ppb	SW 8082
PCB-1248	<52 ppb	SW 8082
PCB-1254	<52 ppb	SW 8082
PCB-1260	<52 ppb	SW 8082
PCB-1262	<52 ppb	SW 8082
PCB-1268	<52 ppb	SW 8082

APPLIED TECHNOLOGY SERVICES, INC.

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE



STEVE VANDERWOUDE
CLASS(EXPIRES)
C ATEC(02/11) D INSP(02/11)
E MGFL(02/11) G SUPR(02/11)
H PM (02/11) I PD (02/11)

CERT# 91-04755
DMV# 152481001

MUST BE CARRIED ON ASBESTOS PROJECTS

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE



GEORGE C LEE III
CLASS(EXPIRES)
C ATEC(03/11) D INSP(03/11)
H PM (03/11)

CERT# 07-14381
DMV# 700831598

MUST BE CARRIED ON ASBESTOS PROJECTS

NEW YORK STATE - DEPARTMENT OF LABOR
DIVISION OF SAFETY AND HEALTH
LICENSE AND CERTIFICATE UNIT
STATE CAMPUS BUILDING 12
ALBANY, NY 12240

ASBESTOS HANDLING LICENSE

Applied Technology Services, Inc.
Suite 503
481 Main Street

New Rochelle, NY 10801

FILE NUMBER: 99-0408
LICENSE NUMBER: 28894
LICENSE CLASS: RESTRICTED
DATE OF ISSUE: 04/15/2010
EXPIRATION DATE: 05/31/2011

Duly Authorized Representative – Sophie E Vanderwoude:

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Maureen A. Cox, Director
FOR THE COMMISSIONER OF LABOR

SH 432 (4-07)

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Contractor's use of site and premises.
4. Work restrictions.
5. Specification and Drawing conventions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: 1923 Building Renovation Flower Park.

1. Project Location: 491 5th Avenue, New Rochelle, NY, 10801.

B. Owner: City of New Rochelle, City Hall, 515 North Avenue, New Rochelle, NY 10801.

1. Owner's Representative: Vincent Parise, Deputy Commissioner Parks & Recreation Department. vparise@newrochelleny.com

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the renovation of a 3,000 square foot stone masonry park facility. The project will consist of Four (4) Phases of which **only Phase 1 shall be considered for this bid.**

Phase 2 renovation is limited to the first floor for ADA compliance for the City of New Rochelle parks and recreation staff and coaches and sports officials. It will consist of removal of existing partitions, upgrade existing toilet, shower, removal of second floor slab for future installation of ADA lift, installation of knee wall, power and gate for ADA lift, concrete pad for mechanical unit and security fence, new HVAC system for the first floor, new exhaust system for the first floor toilet room, new lighting and power for the first floor (interior only), and new plumbing piping for the first floor fixtures.

Phase 3 renovation will consist of installation of ADA lift.

Phase 4 renovation will consists of installation of new sidewalk, stair, partial wall and handrails to first floor.

B. Phase 1 as defined by the contract documents will provide accessible locker rooms for intermural and college teams on the ground floor.

1. Specific Aspects of the work in Phase 1 include; but are not limited to:
 - a. Installation of masonry walls, concrete work and door associated with ADA wheelchair lift. (Section of second floor removal and knee wall for ADA lift to be installed under Phase 2. ADA lift to be installed under Phase 3)
 - b. Reconfiguration of restrooms to accommodate accessible restroom and shower facilities.
 - c. Removal of load bearing walls to create team room/locker room, removal of existing partitions, plumbing fixtures, toilet partitions and finishes. Addition of new lockers, benches, finishes, receptacles, and light fixtures. Modified routing for new supply ductwork. (Alternate 1)
 - d. Replacement of windows and existing window glazing.
 - e. Exterior wall infill to match existing adjacent finish.
 - f. Extensive building systems renovations and replacements.
 - g. New heating and ventilating system for the ground floor.
 - h. New exhaust system for each ground floor toilet room.
 - i. New lighting and power for the ground floor.
 - j. New lighting for the first floor (exterior only).
 - k. Relocated domestic hot water heater.
 - l. New plumbing piping for the ground floor fixtures.

C. Type of Contract:

1. Project will be constructed under a single prime contract.
2. All wages paid for work performed under this contract shall be per the Prevailing Wage Schedule established by the New York State Department of Labor, for General Construction Projects undertaken in Westchester County

1.4 CONTRACT SCHEDULE AND REQUIRED MILESTONES

A. Deviations from the schedule indicated in the Invitation to Bidders must be submitted, reviewed and approved by Owner and justified by documentation of specific hardships, including but not limited to:

1. Extreme weather conditions
2. Material availability
 - a. Issues related to material availability to be brought to the attention of Owner and Architect during shop drawing development and submittal phase and alternative sources, materials, and methodology proposed and reviewed to mitigate schedule impact.

1.5 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Unrestricted Use of Site: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

1.6 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- A. Noise, Vibration, Dust: Coordinate operations that may result in high levels of noise, vibration, and dust occupancy with Owner by identifying in project schedule and notifying in advance.
 - 1. Dust: Operations generating dust that could carry beyond project boundary shall employ dust control measures to mitigate
- B. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Owner's property is not permitted.

1.7 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specification Notes. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations.

New Rochelle
1923 Building Renovation - Flowers Park

PN: 191506465
Issued for Bid – January 12, 2022

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012300 - ALTERNATES

GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.2 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

1.3 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other work of the Contract.
- C. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Add Alternate No. 1: Renovation of locker rooms at first floor.

1. Base Bid: The base bid scope of work is as outlined in the construction documents excluding add alternates 1.
2. Alternate: Alternate 1 includes the renovation of locker room 102 & 109 as indicated on Drawings AD101 & A101. Including the removal of existing partitions, plumbing fixtures, toilet partitions and finishes. Addition of new lockers, benches, finishes, receptacles, and light fixtures. Modified routing for new supply ductwork.

END OF SECTION 012300

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request or 10 calendar days, when not otherwise specified, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Owner's name.
 - c. Owner's Project number.
 - d. Name of Architect.
 - e. Architect's Project number.
 - f. Contractor's name and address.
 - g. Date of submittal.
 - 2. Arrange schedule of values consistent with format of AIA Document G703.

3. Arrange the schedule of values in tabular form, with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or division.
 - b. Description of the Work.
 - c. Change Orders (numbers) that affect value.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of 10 percent of the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- B. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- C. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Administrative and procedural requirements for submittals.
- B. Related Requirements:
 - 1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that require Architect's responsive action

1.4 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
 - 1. Project name.
 - 2. Date.
 - 3. Name of Architect.
 - 4. Name of Contractor.
 - 5. Name of firm or entity that prepared submittal.
 - 6. Names of subcontractor, manufacturer, and supplier.
 - 7. Unique submittal number, including revision identifier.
 - 8. Other necessary identification.
 - 9. Signature of transmitter.
- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Email: Prepare submittals as PDF package and transmit to Architect by sending via email, copying Owner. Include PDF transmittal form. Include project identifying information in email subject line.
 - a. Architect will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Review: Allow 3 business days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

1.6 SUBMITTAL REQUIREMENTS

- A. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.

- e. Notation of dimensions established by field measurement.
- f. Relationship and attachment to adjoining construction clearly indicated.
- g. Seal and signature of professional engineer if specified.

1.7 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.
 - 2. Engineer performing delegated design shall be licensed in New York State.

1.8 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return.
 - 1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action.
- B. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- C. Architect will discard submittals received from sources other than Contractor.
- D. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

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SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.2 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
 - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.
- E. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

- F. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall have the same meaning as testing agency.
- H. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- I. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

1.3 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Statement: Submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.4 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:
 - 1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
 - 2. Main wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.
- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- C. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, telephone number, and email address of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspection.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and re-inspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
 - 1. Statement on condition of substrates and their acceptability for installation of product.
 - 2. Statement that products at Project site comply with requirements.
 - 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.

4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 5. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Statement that equipment complies with requirements.
 2. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 3. Other required items indicated in individual Specification Sections.

1.7 QUALITY ASSURANCE

- A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to ASTM E329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - d. When testing is complete, remove test specimens and test assemblies, and mockups; do not reuse products on Project.
 - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.8 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
 - 2. Costs for retesting and re-inspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
 - 1. Engage a qualified testing agency to perform quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 - 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
 - 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

4. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected Work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform duties of Contractor.
- E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- G. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 6. Security and protection for samples and for testing and inspection equipment at Project site.

- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.9 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in the Statement of Special Inspections attached to this Section, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and re-inspecting corrected Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's and authorities' having jurisdiction reference during normal working hours.

1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

Statement of Special Inspections

Project: *1923 Building Renovation Flower Park*

Location: *New Rochelle, NY*

Owner: *New Rochelle*

Design Professional in Responsible Charge: *Michael J. Simmons, P.E.*

This *Statement of Special Inspections* is submitted as a condition for permit issuance in accordance with the Special Inspection and Structural Testing requirements of the Building Code. It includes a schedule of Special Inspection services applicable to this project as well as the name of the Special Inspection Coordinator and the identity of other approved agencies to be retained for conducting these inspections and tests. This *Statement of Special Inspections* encompass the following disciplines:

- Structural
- Mechanical/Electrical/Plumbing
- Architectural
- Other: _____

The Special Inspection Coordinator shall keep records of all inspections and shall furnish inspection reports to the Building Official and the Registered Design Professional in Responsible Charge. Discovered discrepancies shall be brought to the immediate attention of the Contractor for correction. If such discrepancies are not corrected, the discrepancies shall be brought to the attention of the Building Official and the Registered Design Professional in Responsible Charge. The Special Inspection program does not relieve the Contractor of his or her responsibilities.

Interim reports shall be submitted to the Building Official and the Registered Design Professional in Responsible Charge.

A *Final Report of Special Inspections* documenting completion of all required Special Inspections, testing and correction of any discrepancies noted in the inspections shall be submitted prior to issuance of a Certificate of Use and Occupancy.

Job site safety and means and methods of construction are solely the responsibility of the Contractor.

Interim Report Frequency: *Periodic* or per attached schedule.

Prepared by:

Michael J. Simmons, P.E.
(type or print name)


Signature

1/21/20
Date



Owner's Authorization:

Building Official's Acceptance:

Signature _____ Date _____

Signature _____ Date _____

Soils and Foundations

Item	Agency # (Qualif.)	Scope
1. Shallow Foundations	PE/GE	Visually inspect soils below footings for adequate bearing capacity.

Cast-in-Place Concrete

Item	Agency # (Qualif.)	Scope
1. Mix Design	ACI-CCI ICC-RCSI	Review concrete batch tickets and verify compliance with approved mix design. Verify that water added at the site does not exceed that allowed by the mix design.
2. Reinforcement Installation	ACI-CCI ICC-RCSI	Inspect size, spacing, cover, positioning and grade of reinforcing steel. Verify that reinforcing bars are free of form oil or other deleterious materials. Inspect bar laps and mechanical splices. Verify that bars are adequately tied and supported on chairs or bolsters.
3. Concrete Placement	ACI-CCI ICC-RCSI	Inspect placement of concrete. Verify that concrete conveyance and depositing avoids segregation or contamination. Verify that concrete is properly consolidated.
8. Sampling and Testing of Concrete	ACI-CFTT ACI-STT	Test concrete compressive strength (ASTM C31 & C39), slump (ASTM C143), air-content (ASTM C231 or C173) and temperature (ASTM C1064) with frequency as indicated on the drawings.

Masonry

Item	Agency # (Qualif.)	Scope
1. Mixing of Mortar and Grout	ICC-SMSI	Inspect proportioning, mixing and retempering of mortar and grout.
2. Installation of Masonry	ICC-SMSI	Inspect size, layout, bonding and placement of masonry units.
3. Mortar Joints	ICC-SMSI	Inspect construction of mortar joints including tooling and filling of head joints.
4. Sampling and Testing of Masonry	ICC-SMSI	Test compressive strength of masonry construction, mortar and grout cube strength as defined on the drawings..
5. Anchors and Ties	ICC-SMSI	Inspect size, location, spacing and embedment of dowels, anchors and ties.

Structural Steel

Item	Agency # (Qualif.)	Scope
1. Structural Details	PE/SE	Inspect steel frame for compliance with structural drawings, including bracing, member configuration and connection details.

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for work restrictions and limitations.

1.3 UTILITIES

- A. No utility services are active on site.
- B. Sanitary Services: Provide Portable Sanitary equipment (Port-A-John) for the use of on-site employees during active on-site operations. Remove when not in use. Lock when not on site.
- C. Water Service: Provide potable water for use of on-site employees during active on-site operations. Water for other uses as necessary, such as dust control, shall be provided by tanker truck.
- D. Electric Power Service: Provide portable generation as required to support construction operations.

PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. Fire Extinguishers: Provide three (3) portable, UL rated; ABC class fire exposure, dry chemical media Fire Extinguishers, 10 lb nominal capacity. Locate to be readily available to construction activities.

PART 3 - EXECUTION

3.1 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Tree and Protection: Install temporary fencing located as indicated on Drawing AS-100, primarily outside the drip line of the adjacent Copper Beech tree to protect from damage from construction operations.
- B. Site Enclosure Fence: The project site is currently enclosed by walls and fencing maintained by the Owner. Project Operations shall be contained by this boundary.
- C. Security Enclosure and Lockup: Existing site boundary fencing has a gate providing access on the north side. This gate is locked to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.

3.2 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, or no later than Substantial Completion.

END OF SECTION 015000

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Demolition and removal of selected site elements.

1.2 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.3 PREINSTALLATION MEETINGS

A. Pre-demolition Conference: Conduct conference at Project site.

1.4 INFORMATIONAL SUBMITTALS

A. Engineering Survey: Submit engineering survey of condition of building.

B. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property. Indicate proposed locations and construction of barriers.

C. Pre-demolition photographs or video.

D. Inventory of items that have been removed and salvaged.

1.5 FIELD CONDITIONS

A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

- C. Hazardous Materials: It is expected that hazardous materials will be encountered in the Work.
 - 1. Hazardous materials will be removed by the contractor before start of the Work.
 - 2. If additional suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner.
- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
- F. Arrange selective demolition schedule so as not to interfere with Owner's operations.

1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 2. Arrange to shut off utilities with utility companies.
 3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
 - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
 - e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
 - f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
 - g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.

2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 5. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 CLEANING

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 044313.13 - ANCHORED STONE MASONRY VENEER

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Stone masonry anchored to unit masonry backup.

1.2 ACTION SUBMITTALS

- A. Product Data: For each variety of stone, stone accessory, and manufactured product.
- B. Samples:
 - 1. For each stone type indicated.
 - 2. For each color of mortar required.

1.3 FIELD CONDITIONS

- A. Protection of Stone Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work.
- B. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Comply with cold-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.
 - 1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F and above and will remain so until masonry has dried.
- C. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.

PART 2 - PRODUCTS

2.1 OTHER STONE – Match Existing

- A. Varieties and Sources: Subject to compliance with requirements, available stone varieties that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Match Existing color, texture and pattern of existing stone.

2.2 MORTAR MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type I or Type II, except Type III may be used for cold-weather construction; natural color or white cement may be used as required to produce mortar color indicated.
 - 1. Low-Alkali Cement: Not more than 0.60 percent total alkali when tested according to ASTM C114.
- B. Hydrated Lime: ASTM C207, Type S.
- C. Aggregate: ASTM C144 and as follows:
 - 1. For pointing mortar, use aggregate graded with 100 percent passing No. 16 sieve.
 - 2. Colored Aggregates: Natural-colored sand or ground marble, granite, or other sound stone; of color necessary to produce required mortar color.
- D. Water: Potable.

2.3 VENEER ANCHORS

- A. Materials:
 - 1. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A1064/A1064M; with ASTM A153/A153M, Class B-2.
 - 2. Hot-Dip Galvanized-Steel Sheet: ASTM A1008/A1008M, cold-rolled, carbon-steel sheet, hot-dip galvanized after fabrication to comply with ASTM A153/A153M, Class B-2.
- B. Size: Sufficient to extend at least halfway, but not less than 1-1/2 inches, through stone masonry and with at least a 5/8-inch cover on exterior face.
- C. Adjustable Masonry-Veneer Anchors:
 - 1. General: Provide anchors that allow vertical adjustment but resist a 100-lbf load in both tension and compression perpendicular to plane of wall without deforming or developing play in excess of 1/16 inch.
 - 2. Fabricate sheet metal anchor sections and other sheet metal parts from 0.105-inch-thick steel sheet, galvanized after fabrication.
 - 3. Fabricate wire ties from 0.25-inch- diameter, hot-dip galvanized-steel wire unless otherwise indicated.
 - 4. Fabricate wire connector sections from 0.187-inch- diameter, hot-dip galvanized-steel wire.

2.4 EMBEDDED FLASHING MATERIALS

- A. Metal Flashing: Provide metal flashing, where flashing is exposed or partly exposed and where indicated, complying with SMACNA's "Architectural Sheet Metal Manual" and as follows:
 - 1. Stainless Steel: ASTM A240/A240M, Type 304, 0.016 inch thick.

2. Fabricate continuous flashings in sections 96 inches long minimum, but not exceeding 12 feet. Provide splice plates at joints of formed, smooth metal flashing.
 3. Fabricate metal drip edges from stainless steel. Extend at least 3 inches into wall and 1/2 inch out from wall, with outer edge bent down 30 degrees and hemmed.
- B. Flexible Flashing: For flashing unexposed to the exterior, use[**one of**] the following unless otherwise indicated:
1. Copper-Laminated Flashing: 5-oz./sq. ft. copper sheet bonded with asphalt between two layers of glass-fiber cloth. Use only where flashing is fully concealed in masonry.
 - a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1) Hohmann & Barnard, Inc.
 - 2) Wire-Bond.
 - 3) York Manufacturing, Inc.

2.5 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Premolded filler strips complying with ASTM D1056, Grade 2A1; compressible up to 35 percent; of width and thickness indicated; formulated from neoprene.
- B. Cementitious Dampproofing: Cementitious formulation recommended by ILI and nonstaining to stone, compatible with joint sealants, and noncorrosive to veneer anchors and attachments.
- C. Weep/Vent Products: Use one of the following unless otherwise indicated:
1. Wicking Material: Absorbent rope, made from cotton or UV-resistant synthetic fiber, 1/4 to 3/8 inch in diameter, in length required to produce 2-inch exposure on exterior and 18 inches in cavity behind stone masonry. Use only for weeps.
 2. Mesh Weep Holes/Vents: Free-draining mesh; made from polyethylene strands, full width of head joint and 2 inches high by thickness of stone masonry; in color selected from manufacturer's standard.
 - a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1) CavClear/Archovations, Inc.
 - 2) Mortar Net Solutions.
- D. Cavity Drainage Material: Free-draining mesh, made from polymer strands that will not degrade within the wall cavity.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. CavClear/Archovations, Inc.
 - b. Mortar Net Solutions.

2. Provide one of the following configurations:
 - a. Strips, not less than 1-1/2 inches thick and 10 inches wide, with dimpled surface designed to catch mortar droppings and prevent weep holes from being clogged with mortar.
 - b. Sheets or strips full depth of cavity and installed to full height of cavity.
 - c. Sheets or strips not less than 1 1/2 inch thick and installed to full height of cavity with additional strips 4 inches high at weep holes and thick enough to fill entire depth of cavity and prevent weep holes from being clogged with mortar.

2.6 MASONRY CLEANERS

- A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar and grout stains, efflorescence, and other new construction stains from stone masonry surfaces without discoloring or damaging masonry surfaces; expressly approved for intended use by cleaner manufacturer and stone producer.

2.7 FABRICATION

- A. Select stone to produce pieces of thickness, size, and shape indicated, including details on Drawings and to match existing.
- B. Thickness of Stone: Provide thickness indicated, but not less than the following:
 1. Thickness: 4 inches plus or minus 1/4 inch.
- C. Finish exposed stone faces and edges to comply with requirements indicated for finish and to match approved samples.
 1. Finish: Match Existing
 2. Finish for Sills: Match Existing
 3. Finish for Lintels: Match Existing

2.8 MORTAR MIXES

- A. General: Do not use admixtures unless otherwise indicated.
 1. Do not use calcium chloride.
 2. Use portland cement-lime or masonry cement mortar unless otherwise indicated.
- B. Mortar for Stone Masonry: Comply with ASTM C270, Proportion Specification.
 1. Mortar for Setting Stone: Type S.
 2. Mortar for Pointing Stone: Type N.

PART 3 - EXECUTION

3.1 PREPARATION

3.2 INSTALLATION OF ANCHORED STONE MASONRY

- A. Anchor stone masonry to unit masonry with wire anchors unless otherwise indicated. Connect anchors to masonry joint reinforcement with vertical rods inserted through anchors and through eyes of masonry joint reinforcement projecting from unit masonry.
- B. Embed veneer anchors in mortar joints of stone masonry at least halfway, but not less than 1-1/2 inches, through stone masonry and with at least a 5/8-inch cover on exterior face.
- C. Space anchors not more than 18 inches o.c. vertically and 32 inches o.c. horizontally, with not less than one anchor per 2.67 sq. ft. of wall area. Install additional anchors within 12 inches of openings, sealant joints, and perimeter at intervals not exceeding 12 inches.
- D. Set stone in full bed of mortar with full head joints unless otherwise indicated. Build anchors into mortar joints as stone is set.
- E. Provide 1-inch cavity between stone masonry and backup construction unless otherwise indicated. Keep cavity free of mortar droppings and debris.
 - 1. Slope beds toward cavity to minimize mortar protrusions into cavity.
 - 2. Do not attempt to trowel or remove mortar fins protruding into cavity.
- F. Rake out joints for pointing with mortar to depth of not less than 3/4 inch before setting mortar has hardened. Rake joints to uniform depths with square bottoms and clean sides.

3.3 POINTING

- A. Prepare stone-joint surfaces for pointing with mortar by removing dust and mortar particles. Where setting mortar was removed to depths greater than surrounding areas, apply pointing mortar in layers not more than 3/8 inch deep until a uniform depth is formed.
- B. Point stone joints by placing and compacting pointing mortar in layers of not more than 3/8 inch deep. Compact each layer thoroughly and allow to it become thumbprint hard before applying next layer.
- C. Tool joints, when pointing mortar is thumbprint hard, with a smooth jointing tool to produce the following joint profile:
 - 1. Joint Profile: Concave.

3.4 ADJUSTING AND CLEANING

- A. In-Progress Cleaning: Clean stone masonry as work progresses. Remove mortar fins and smears before tooling joints.

- B. Final Cleaning: After mortar is thoroughly set and cured, clean stone masonry as follows:
1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
 2. Test cleaning methods on mockup; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before cleaning stone masonry.
 3. Protect adjacent stone and nonmasonry surfaces from contact with cleaner by covering them with liquid strippable masking agent, polyethylene film, or waterproof masking tape.
 4. Wet wall surfaces with water before applying cleaner; remove cleaner promptly by rinsing thoroughly with clear water.
 5. Clean stone masonry by bucket and brush hand-cleaning method described in BIA Technical Note No. 20, Revised II, using job-mixed detergent solution.
 6. Clean stone masonry with proprietary acidic cleaner applied according to manufacturer's written instructions.

3.5 EXCESS MATERIALS AND WASTE

- A. Excess Stone: Stack excess stone where directed by Owner for Owner's use.

END OF SECTION 044313.13

SECTION 061000 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Wood blocking and nailers.
 2. Wood furring.
 3. Plywood backing panels.

1.2 ACTION SUBMITTALS

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

1.3 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.
- B. Evaluation Reports: For the following, from ICC-ES:
1. Wood-preservative-treated wood.
 2. Fire-retardant-treated wood.
 3. Power-driven fasteners.
 4. Post-installed anchors.
 5. Metal framing anchors.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
1. Factory mark each piece of lumber with grade stamp of grading agency.
 2. For exposed lumber indicated to receive a stained or natural finish, omit grade stamp and provide certificates of grade compliance issued by grading agency.
 3. Dress lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content of Lumber: 19 percent unless otherwise indicated.

- C. Engineered Wood Products: Acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that show compliance with building code in effect for Project.
 - 1. Allowable design stresses, as published by manufacturer, shall meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWWPA U1; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat items indicated on Drawings, and the following:
 - 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 - 2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
 - 3. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
 - 4. Wood framing members that are less than 18 inches above the ground in crawlspaces or unexcavated areas.
 - 5. Wood floor plates that are installed over concrete slabs-on-grade.

2.3 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking.
 - 2. Nailers.
 - 3. Furring.
- B. Dimension Lumber Items: Construction or No. 2 grade lumber of any species.
- C. Concealed Boards: 19 percent maximum moisture content and any of the following species and grades:

1. Mixed southern pine or southern pine; No. 2 grade; SPIB.
2. Eastern softwoods; No. 2 Common grade; NeLMA.
3. Northern species; No. 2 Common grade; NLGA.
4. Western woods; Construction or No. 2 Common grade; WCLIB or WWPA.

2.4 PLYWOOD BACKING PANELS

- A. Equipment Backing Panels: Plywood, DOC PS 1, Exposure 1, C-D Plugged, in thickness indicated or, if not indicated, not less than 1/2-inch nominal thickness.

2.5 FASTENERS

- A. General: Fasteners shall be of size and type indicated and shall comply with requirements specified in this article for material and manufacture.
 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A153/A153M.
- B. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

2.6 METAL FRAMING ANCHORS

- A. Allowable design loads, as published by manufacturer, shall meet or exceed those of basis-of-design products. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency. Framing anchors shall be punched for fasteners adequate to withstand same loads as framing anchors.
- B. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A653/A653M, G60 coating designation.
 1. Use for interior locations unless otherwise indicated.
- C. Hot-Dip, Heavy-Galvanized Steel Sheet: ASTM A653/A653M; structural steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G185 coating designation; and not less than 0.036 inch thick.

2.7 MISCELLANEOUS MATERIALS

- A. Sill-Sealer Gaskets: Glass-fiber-resilient insulation, fabricated in strip form, for use as a sill sealer; 1-inch nominal thickness, compressible to 1/32 inch; selected from manufacturer's standard widths to suit width of sill members indicated.
- B. Sill-Sealer Gaskets: Closed-cell neoprene foam, 1/4 inch thick, selected from manufacturer's standard widths to suit width of sill members indicated.

- C. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch.
- D. Adhesives for Gluing Furring to Concrete or Masonry: Formulation complying with ASTM D3498 that is approved for use indicated by adhesive manufacturer.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate furring, nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- C. Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.
- D. Comply with AWWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
- E. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code (IBC).
 - 2. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.
 - 3. ICC-ES evaluation report for fastener.

END OF SECTION 061000

SECTION 064116 - PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Plastic-laminate-clad architectural cabinets.
2. Wood furring, blocking, shims, and hanging strips for installing plastic-laminate-clad architectural cabinets that are not concealed within other construction.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

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

B. Shop Drawings:

1. Include plans, elevations, sections, and attachment details.
2. Apply AWI Quality Certification Program label to Shop Drawings.

C. Samples: For each exposed product and for each color and texture specified.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For manufacturer and Installer.

B. Research reports.

C. Field quality control reports.

1.4 CLOSEOUT SUBMITTALS

A. Quality Standard Compliance Certificates: AWI Quality Certification Program certificates.

1.5 QUALITY ASSURANCE

A. Manufacturer's Qualifications: Employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.

1. Manufacturer's Certification: Licensed participant in AWI's Quality Certification Program.
- B. Installer Qualifications: Licensed participant in AWI's Quality Certification Program.

PART 2 - PRODUCTS

2.1 ARCHITECTURAL CABINET MANUFACTURERS

2.2 PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

- A. Quality Standard: Unless otherwise indicated, comply with the Architectural Woodwork Standards for grades of cabinets indicated for construction, finishes, installation, and other requirements.
 1. Provide labels and certificates from AWI certification program indicating that woodwork complies with requirements of grades specified.
- B. Architectural Woodwork Standards Grade: Economy.
- C. Type of Construction: Frameless.
- D. Door and Drawer-Front Style: Flush overlay.
- E. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated or if not indicated, as required by quality standard.
 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Formica Corporation.
 - b. Lamin-Art, Inc.
 - c. Wilsonart LLC.
- F. Laminate Cladding for Exposed Surfaces:
 1. Horizontal Surfaces: Grade HGL.
 2. Postformed Surfaces: Grade HGP.
 3. Vertical Surfaces: Grade VGS.
 4. Edges: Grade VGS.
 5. Pattern Direction: Vertically for doors and fixed panels, horizontally for drawer fronts.
- G. Concealed Backs of Panels with Exposed Plastic-Laminate Surfaces: High-pressure decorative laminate, NEMA LD 3, Grade BKL.
- H. Drawer Construction: Fabricate with exposed fronts fastened to subfront with mounting screws from interior of body.

1. Join subfronts, backs, and sides with glued dovetail joints.
- I. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
 1. As selected by Architect from laminate manufacturer's full range in the following categories:
 - a. Solid colors, gloss finish.
 - b. Wood grains, gloss finish.
 - c. Patterns, gloss finish.

2.3 WOOD MATERIALS

- A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.
 1. Wood Moisture Content: 5 to 10 percent.
- B. Composite Wood and Agrifiber Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.
 1. Medium-Density Fiberboard (MDF): ANSI A208.2, Grade 130.
 2. Particleboard: ANSI A208.1, Grade M-2.
 3. Thermoset Decorative Panels: Particleboard or MDF finished with thermally fused, melamine-impregnated decorative paper and complying with requirements of NEMA LD 3, Grade VGL, for Test Methods 3.3, 3.4, 3.6, 3.8, and 3.10.

2.4 CABINET HARDWARE AND ACCESSORIES

- A. Frameless Concealed Hinges (European Type): ANSI/BHMA A156.9, B01602, 135 degrees of opening, self-closing.
- B. Wire Pulls: Back mounted, solid metal, 5 inches long, 2-1/2 inches deep, and 5/16 inch in diameter.
- C. Catches: Roller catches, ANSI/BHMA A156.9, B03071.
- D. Adjustable Shelf Standards and Supports: ANSI/BHMA A156.9, B04071; with shelf rests, B04081.
- E. Shelf Rests: ANSI/BHMA A156.9, B04013; metal.
- F. Drawer Slides: ANSI/BHMA A156.9.
 1. Grade 1 and Grade 2: Side mounted and extending under bottom edge of drawer.
 - a. Type: Full extension.
 - b. Material: Zinc-plated steel with polymer rollers.

2. For drawers not more than 3 inches high and not more than 24 inches wide, provide Grade 1.
3. For drawers more than 3 inches high, but not more than 6 inches high and not more than 24 inches wide, provide Grade 1HD-100.
4. For drawers more than 6 inches high or more than 24 inches wide, provide Grade 1HD-100.

G. Door and Drawer Silencers: ANSI/BHMA A156.16, L03011.

H. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with ANSI/BHMA A156.18 for ANSI/BHMA finish number indicated.

1. Satin Stainless Steel: ANSI/BHMA 630.

I. For concealed hardware, provide manufacturer's standard finish that complies with product class requirements in ANSI/BHMA A156.9.

2.5 MISCELLANEOUS MATERIALS

A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln-dried to less than 15 percent moisture content.

B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.

C. Adhesive for Bonding Plastic Laminate: Unpigmented contact cement.

1. Adhesive for Bonding Edges: Hot-melt adhesive or adhesive specified above for faces.

2.6 FABRICATION

A. Complete fabrication, including assembly and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.

B. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Before installation, condition cabinets to humidity conditions in installation areas for not less than 72 hours.

- B. Architectural Woodwork Standards Grade: Install cabinets to comply with quality standard grade of item to be installed.
- C. Anchor cabinets to anchors or blocking built in or directly attached to substrates. Secure with wafer-head cabinet installation screws.
- D. Install cabinets level, plumb, and true in line to a tolerance of 1/8 inch in 96 inches using concealed shims.
 - 1. Scribe and cut cabinets to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
 - 2. Install cabinets without distortion so doors and drawers fit openings and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.
 - 3. Fasten wall cabinets through back, near top and bottom, and at ends not more than 16 inches o.c. with No. 10 wafer-head screws sized for not less than 1-1/2-inch penetration into wood framing, blocking, or hanging strips.

END OF SECTION 064116

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SECTION 072100 - THERMAL INSULATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Extruded polystyrene foam-plastic board insulation.

1.2 ACTION SUBMITTALS

A. Product Data: For the following:

1. Extruded polystyrene foam-plastic board insulation.

PART 2 - PRODUCTS

2.1 EXTRUDED POLYSTYRENE FOAM-PLASTIC BOARD INSULATION

A. Extruded Polystyrene Board Insulation, Type X: ASTM C578, Type X, 15-psi minimum compressive strength; unfaced.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Dow Chemical Company (The).
 - b. Owens Corning.
2. Flame-Spread Index: Not more than 25 when tested in accordance with ASTM E84.
3. Smoke-Developed Index: Not more than 450 when tested in accordance with ASTM E84.
4. Fire Propagation Characteristics: Passes NFPA 285 testing as part of an approved assembly.
5. Labeling: Provide identification of mark indicating R-value of each piece of insulation 12 inches and wider in width.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Comply with insulation manufacturer's written instructions applicable to products and applications.

- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.
- C. Install insulation with manufacturer's R-value label exposed after insulation is installed.
- D. Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- E. Provide sizes to fit applications and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units unless multiple layers are otherwise shown or required to make up total thickness or to achieve R-value.

END OF SECTION 072100

SECTION 072600 - VAPOR RETARDERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Polyethylene vapor retarders.

1.2 ACTION SUBMITTALS

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

1.3 INFORMATIONAL SUBMITTALS

- A. Product test reports.

PART 2 - PRODUCTS

2.1 POLYETHYLENE VAPOR RETARDERS

- A. Polyethylene Vapor Retarders: ASTM D4397, 10-mil- thick sheet, with maximum permeance rating of 0.1 perm.

PART 3 - EXECUTION

3.1 INSTALLATION OF VAPOR RETARDERS ON FRAMING

- A. Extend vapor retarders to extremities of areas to protect from vapor transmission. Secure vapor retarders in place with adhesives, vapor retarder fasteners, or other anchorage system as recommended by manufacturer. Extend vapor retarders to cover miscellaneous voids in insulated substrates, including those filled with loose-fiber insulation.
- B. Seal vertical joints in vapor retarders over framing by lapping no fewer than two studs and sealing with vapor-retarder tape according to vapor-retarder manufacturer's written instructions. Locate all joints over framing members or other solid substrates.
- C. Seal joints caused by pipes, conduits, electrical boxes, and similar items penetrating vapor retarders with vapor-retarder tape to create an airtight seal between penetrating objects and vapor retarders.

- D. Repair tears or punctures in vapor retarders immediately before concealment by other work. Cover with vapor-retarder tape or another layer of vapor retarders.

3.2 INSTALLATION OF VAPOR RETARDERS IN CRAWL SPACES

- A. Install vapor retarders over prepared grade. Lap joints a minimum of 12 inches and seal with manufacturer's recommended tape. Install second layer over pathways to equipment.
- B. Extend vapor retarder over footings and seal to foundation wall or grade beam with manufacturer's recommended tape.
 - 1. Extend vapor retarder vertically minimum 16 inches above top of footing.
- C. Seal around penetrations such as utilities and columns in order to create a monolithic, airtight membrane at grade surface, perimeter, and all vertical penetrations.

END OF SECTION 072600

SECTION 077100 - ROOF SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Roof-edge drainage systems.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For roof specialties.
 - 1. Include plans, elevations, expansion-joint locations, keyed details, and attachments to other work. Distinguish between plant- and field-assembled work.
- C. Samples: For each type of roof specialty and for each color and texture specified.

1.3 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For tests performed by a qualified testing agency.
- B. Sample warranty.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing specialties to include in maintenance manuals.

1.5 WARRANTY

- A. Special Warranty on Painted Finishes: Manufacturer agrees to repair finish or replace roof specialties that show evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Fluoropolymer Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Delta E units when tested according to ASTM D2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 ROOF-EDGE DRAINAGE SYSTEMS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Architectural Products Company.
 - 2. Castle Metal Products.
 - 3. Metal-Era, Inc.
- B. Gutters: Manufactured in uniform section lengths not exceeding 12 feet, with matching corner units, ends, outlet tubes, and other accessories. Elevate back edge at least 1 inch above front edge. Furnish flat-stock gutter straps, gutter brackets, expansion joints, and expansion-joint covers fabricated from same metal as gutters.
 - 1. Aluminum Sheet: 0.040 inch thick.
 - 2. Gutter Profile: Match Existing according to SMACNA's "Architectural Sheet Metal Manual."
 - 3. Corners: Factory mitered and mechanically clinched and sealed watertight.
 - 4. Gutter Supports: Gutter brackets with finish matching the gutters.
 - 5. Gutter Accessories: Flat ends.
- C. Downspouts: Corrugated rectangular complete with machine-crimped elbows, manufactured from the following exposed metal. Furnish with metal hangers, from same material as downspouts, and anchors.
 - 1. Formed Aluminum: 0.040 inch thick.
- D. Aluminum Finish: Two-coat fluoropolymer.
 - 1. Color: Match Existing.

2.2 MATERIALS

- A. Zinc-Coated (Galvanized) Steel Sheet: ASTM A653/A653M, G90 coating designation.
- B. Aluminum Sheet: ASTM B209, alloy as standard with manufacturer for finish required, with temper to suit forming operations and performance required.
- C. Stainless Steel Sheet: ASTM A240/A240M or ASTM A666, Type 304.
- D. Copper Sheet: ASTM B370, cold-rolled copper sheet, H00 or H01 temper.

2.3 MISCELLANEOUS MATERIALS

- A. Fasteners: Manufacturer's recommended fasteners, suitable for application and designed to meet performance requirements. Furnish the following unless otherwise indicated:

1. Exposed Penetrating Fasteners: Gasketed screws with hex washer heads matching color of sheet metal.
 2. Fasteners for Copper Sheet: Copper, hardware bronze, or passivated Series 300 stainless steel.
 3. Fasteners for Aluminum: Aluminum or Series 300 stainless steel.
 4. Fasteners for Stainless Steel Sheet: Series 300 stainless steel.
 5. Fasteners for Zinc-Coated (Galvanized) Steel Sheet: Series 300 stainless steel or hot-dip zinc-coated steel according to ASTM A153/A153M or ASTM F2329.
- B. Elastomeric Sealant: ASTM C920, elastomeric silicone polymer sealant of type, grade, class, and use classifications required by roofing-specialty manufacturer for each application.
- C. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type joints with limited movement.
- D. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D1187/D1187M.
- E. Asphalt Roofing Cement: ASTM D4586, asbestos free, of consistency required for application.

2.4 FINISHES

A. Coil-Coated Galvanized-Steel Sheet Finishes:

1. High-Performance Organic Finish: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with ASTM A755/A755M and coating and resin manufacturers' written instructions.
 - a. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in color coat.
 - b. Three-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in both color coat and clear topcoat.
 - c. Two-Coat Mica Fluoropolymer: AAMA 621. Fluoropolymer finish with suspended mica flakes containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in color coat.
 - d. Three-Coat Metallic Fluoropolymer: AAMA 621. Fluoropolymer finish with suspended metallic flakes containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in both color coat and clear topcoat.

B. Coil-Coated Aluminum Sheet Finishes:

1. High-Performance Organic Finish: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - a. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in color coat.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Install roof specialties according to manufacturer's written instructions. Anchor roof specialties securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, underlayments, sealants, and other miscellaneous items as required to complete roof-specialty systems.
1. Install roof specialties level, plumb, true to line and elevation; with limited oil-canning and without warping, jogs in alignment, buckling, or tool marks.
 2. Provide uniform, neat seams with minimum exposure of solder and sealant.
 3. Install roof specialties to fit substrates and to result in weathertight performance. Verify shapes and dimensions of surfaces to be covered before manufacture.
 4. Torch cutting of roof specialties is not permitted.
 5. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.
1. Coat concealed side of uncoated aluminum roof specialties with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
 2. Bed flanges in thick coat of asphalt roofing cement where required by manufacturers of roof specialties for waterproof performance.
- C. Expansion Provisions: Allow for thermal expansion of exposed roof specialties.
1. Space movement joints at a maximum of 12 feet with no joints within 18 inches of corners or intersections unless otherwise indicated on Drawings.
 2. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures.
- D. Fastener Sizes: Use fasteners of sizes that penetrate wood blocking or sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.
- E. Seal concealed joints with butyl sealant as required by roofing-specialty manufacturer.
- F. Seal joints as required for weathertight construction. Place sealant to be completely concealed in joint. Do not install sealants at temperatures below 40 deg F.
- G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches; however, reduce pre-tinning where pre-tinned surface would show in completed Work. Tin edges of uncoated copper sheets using solder for copper. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.

3.2 INSTALLATION OF ROOF-EDGE DRAINAGE-SYSTEM

- A. Install components to produce a complete roof-edge drainage system according to manufacturer's written instructions. Coordinate installation of roof perimeter flashing with installation of roof-edge drainage system.
- B. Gutters: Join and seal gutter lengths. Allow for thermal expansion. Attach gutters to firmly anchored gutter supports spaced not more than 12 inches apart. Attach ends with rivets and seal with sealant to make watertight. Slope to downspouts.
 - 1. Install gutter with expansion joints at locations indicated but not exceeding 50 feet apart. Install expansion-joint caps.
- C. Downspouts: Join sections with manufacturer's standard telescoping joints. Provide hangers with fasteners designed to hold downspouts securely to walls and 1 inch away from walls; locate fasteners at top and bottom and at approximately 60 inches o.c.
 - 1. Provide elbows at base of downspouts at grade to direct water away from building.
 - 2. Connect downspouts to underground drainage system indicated.

3.3 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder and sealants.
- C. Remove temporary protective coverings and strippable films as roof specialties are installed.

END OF SECTION 077100

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SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Urethane joint sealants.

1.2 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Qualification Data: For qualified Installer.
- C. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.
- D. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.
- E. Warranties: Sample of special warranties.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.
- C. Product Testing: Test joint sealants using a qualified testing agency.
1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.
 2. Test according to SWRI's Sealant Validation Program for compliance with requirements specified by reference to ASTM C 920 for adhesion and cohesion under cyclic movement, adhesion-in-peel, and indentation hardness.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

- A. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 URETHANE JOINT SEALANTS

- A. Urethane, S, NS, 100/50, T, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade NS, Class 100/50, Uses T and NT.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Sika Corporation; Joint Sealants.

2.3 JOINT-SEALANT BACKING

- A. Cylindrical Sealant Backings: ASTM C1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove laitance and form-release agents from concrete.
 - 2. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces.

3.2 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with ASTM C1193 and joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
- C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 1. Provide concave joint profile per Figure 8A in ASTM C1193 unless otherwise indicated.

3.3 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces.
 - 1. Joint Locations:
 - a. Control and expansion joints on exposed interior surfaces of exterior walls.
 - b. Tile control and expansion joints.
 - c. Vertical joints on exposed surfaces of unit masonry & concrete walls and partitions.
 - d. Perimeter joints between materials listed above and frames of doors windows and louvers.
 - e. Other joints as indicated on Drawings.
 - 2. Joint Sealant: Urethane, S, NS, 100/50, T, NT: Single-component, nonsag
 - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

END OF SECTION 079200

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SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes:
 - 1. Interior standard steel doors and frames.
 - 2. Exterior standard steel doors and frames.
 - 3. Exterior custom hollow-metal doors and frames.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include the following:
 - 1. Elevations of each door type.
 - 2. Details of doors, including vertical- and horizontal-edge details and metal thicknesses.
 - 3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
- C. Product Schedule: For hollow-metal doors and frames, prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final door hardware schedule.

1.4 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Field quality control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Record Documents: For fire-rated doors, list of door numbers and applicable room name and number to which door accesses.

1.6 QUALITY ASSURANCE

- A. Fire-Rated Door Inspector Qualifications: Inspector for field quality control inspections of fire-rated door assemblies shall meet the qualifications set forth in NFPA 80, Section 5.2.3.1 and the following:
 - 1. Door and Hardware Institute Fire and Egress Door Assembly Inspector (FDAI) certification.
- B. Egress Door Inspector Qualifications: Inspector for field quality control inspections of egress door assemblies shall meet the qualifications set forth in NFPA 101, Section 7.2.1.15.4 and the following:
 - 1. Door and Hardware Institute Fire and Egress Door Assembly Inspector (FDAI) certification.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Ceco Door; ASSA ABLOY.
 - 2. DKS Steel Door & Frame Systems, Inc.
 - 3. North American Door Corp.

2.2 PERFORMANCE REQUIREMENTS

- A. Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction for fire-protection ratings indicated on Drawings, based on testing at positive pressure according to NFPA 252 or UL 10C.
 - 1. Smoke- and Draft-Control Door Assemblies: Listed and labeled for smoke and draft control by a qualified testing agency acceptable to authorities having jurisdiction, based on testing according to UL 1784 and installed in compliance with NFPA 105.
- B. Fire-Rated, Borrowed-Lite Assemblies: Assemblies complying with NFPA 80 and listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction, for fire-protection ratings indicated, based on testing according to NFPA 257 or UL 9.
- C. Thermally Rated Door Assemblies: Provide door assemblies with U-factor of not more than 0.40 deg Btu/F x h x sq. ft. when tested according to ASTM C518.

2.3 INTERIOR STANDARD STEEL DOORS AND FRAMES

- A. Construct hollow-metal doors and frames to comply with standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.
- B. Heavy-Duty Doors and Frames: ANSI/SDI A250.8, Level 2; ANSI/SDI A250.4, Level B..
 - 1. Doors:
 - a. Type: As indicated in the Door and Frame Schedule.
 - b. Thickness: 1-3/4 inches.
 - c. Face: Uncoated steel sheet, minimum thickness of 0.042 inch.
 - d. Edge Construction: Model 2, Seamless.
 - e. Core: Manufacturer's standard.
 - 2. Frames:
 - a. Materials: Uncoated steel sheet, minimum thickness of 0.053 inch.
 - b. Construction: Knocked down.

2.4 EXTERIOR STANDARD STEEL DOORS AND FRAMES

- A. Construct hollow-metal doors and frames to comply with standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.
- B. Maximum-Duty Doors and Frames: ANSI/SDI A250.8, Level 4; ANSI/SDI A250.4, Level A. Door 100.1.
 - 1. Doors:
 - a. Type: As indicated in the Door and Frame Schedule.
 - b. Thickness: 1-3/4 inches.
 - c. Face: Metallic-coated steel sheet, minimum thickness of 0.067 inch, with minimum A40 coating.
 - d. Edge Construction: Model 2, Seamless.
 - e. Top Edge Closures: Close top edges of doors with flush closures of same material as face sheets. Seal joints against water penetration.
 - f. Bottom Edges: Close bottom edges of doors with end closures or channels of same material as face sheets. Provide weep-hole openings in bottoms of exterior doors to permit moisture to escape.
 - g. Core: Vertical steel stiffener.
 - 2. Frames:
 - a. Materials: Metallic-coated steel sheet, minimum thickness of 0.067 inch, with minimum A40 coating.
 - b. Construction: Full profile welded.

2.5 EXTERIOR CUSTOM HOLLOW-METAL DOORS AND FRAMES

A. Commercial Doors and Frames: NAAMM-HMMA 861; ANSI/SDI A250.4, Physical Performance Level A. Door 200.1.

1. Doors:

- a. Type: As indicated in the Door and Frame Schedule.
- b. Thickness: 1-3/4 inches.
- c. Face: Metallic-coated steel sheet, minimum thickness of 0.053 inch, with minimum G60 or A60 coating.
- d. Edge Construction: Continuously welded with no visible seam.
- e. Top Edge Closures: Close top edges of doors with flush closures of same material as face sheets. Seal joints against water penetration.
- f. Bottom Edges: Close bottom edges of doors with end closures or channels of same material as face sheets. Provide weep-hole openings in bottoms of exterior doors to permit moisture to escape.
- g. Core: Steel stiffened.

2. Frames:

- a. Materials: Metallic-coated steel sheet, minimum thickness of 0.053 inch, except 0.067 inch for openings exceeding 4 feet wide; with minimum G60 or A60 coating.
- b. Construction: Full profile welded.

2.6 FRAME ANCHORS

A. Jamb Anchors:

1. Type: Anchors of minimum size and type required by applicable door and frame standard, and suitable for performance level indicated.
2. Quantity: Minimum of three anchors per jamb, with one additional anchor for frames with no floor anchor. Provide one additional anchor for each 24 inches of frame height above 7 feet.
3. Postinstalled Expansion Anchor: Minimum 3/8-inch-diameter bolts with expansion shields or inserts, with manufacturer's standard pipe spacer.

B. Floor Anchors: Provide floor anchors for each jamb that extends to floor.

C. Floor Anchors for Concrete Slabs with Underlayment: Adjustable-type anchors with extension clips, allowing not less than 2-inch height adjustment. Terminate bottom of frames at top of underlayment.

D. Material: ASTM A879/A879M, Commercial Steel (CS), 04Z coating designation; mill phosphatized.

1. For anchors built into exterior walls, steel sheet complying with ASTM A1008/A1008M or ASTM A1011/A1011M; hot-dip galvanized according to ASTM A153/A153M, Class B.

2.7 MATERIALS

- A. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.
- B. Cold-Rolled Steel Sheet: ASTM A1008/A1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- C. Hot-Rolled Steel Sheet: ASTM A1011/A1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.
- D. Metallic-Coated Steel Sheet: ASTM A653/A653M, Commercial Steel (CS), Type B.
- E. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A153/A153M.
- F. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hollow-metal frames of type indicated.
- G. Mineral-Fiber Insulation: ASTM C665, Type I (blankets without membrane facing); consisting of fibers manufactured from slag or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively; passing ASTM E136 for combustion characteristics.
- H. Glazing: Comply with requirements in Section 088000 "Glazing."

2.8 FABRICATION

- A. Door Astragals: Provide overlapping astragal on one leaf of pairs of doors where required by NFPA 80 for fire-performance rating or where indicated. Extend minimum 3/4 inch beyond edge of door on which astragal is mounted or as required to comply with published listing of qualified testing agency.
- B. Hollow-Metal Frames: Fabricate in one piece except where handling and shipping limitations require multiple sections. Where frames are fabricated in sections, provide alignment plates or angles at each joint, fabricated of metal of same or greater thickness as frames.
 - 1. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
 - 2. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers as follows. Keep holes clear during construction.
 - a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
 - b. Double-Door Frames: Drill stop in head jamb to receive two door silencers.
- C. Hardware Preparation: Factory prepare hollow-metal doors and frames to receive templated mortised hardware, and electrical wiring; include cutouts, reinforcement, mortising, drilling, and tapping according to ANSI/SDI A250.6, the Door Hardware Schedule, and templates.
 - 1. Reinforce doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.

2. Comply with BHMA A156.115 for preparing hollow-metal doors and frames for hardware.
- D. Glazed Lites: Provide stops and moldings around glazed lites where indicated. Form corners of stops and moldings with mitered hairline joints.
1. Provide stops and moldings flush with face of door, and with beveled stops unless otherwise indicated.
 2. Multiple Glazed Lites: Provide fixed and removable stops and moldings so that each glazed lite is capable of being removed independently.
 3. Provide fixed frame moldings on outside of exterior and on secure side of interior doors and frames. Provide loose stops and moldings on inside of hollow-metal doors and frames.
 4. Coordinate rabbet width between fixed and removable stops with glazing and installation types indicated.
 5. Provide stops for installation with countersunk flat- or oval-head machine screws spaced uniformly not more than 9 inches o.c. and not more than 2 inches o.c. from each corner.

2.9 STEEL FINISHES

- A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.
1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with ANSI/SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces. Touch up factory-applied finishes where spreaders are removed.
- B. Drill and tap doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.

3.2 INSTALLATION

- A. Hollow-Metal Frames: Comply with ANSI/SDI A250.11.
1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces without damage to completed Work.

- a. Where frames are fabricated in sections, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces. Touch-up finishes.
 - b. Install frames with removable stops located on secure side of opening.
2. Fire-Rated Openings: Install frames according to NFPA 80.
 3. Floor Anchors: Secure with postinstalled expansion anchors.
 - a. Floor anchors may be set with power-actuated fasteners instead of postinstalled expansion anchors if so indicated and approved on Shop Drawings.
 4. Solidly pack mineral-fiber insulation inside frames.
 5. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with grout or mortar.
 6. In-Place Concrete or Masonry Construction: Secure frames in place with postinstalled expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
 7. Installation Tolerances: Adjust hollow-metal frames to the following tolerances:
 - a. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
 - b. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
 - c. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
 - d. Plumbness: Plus or minus 1/16 inch, measured at jambs at floor.
- B. Hollow-Metal Doors: Fit and adjust hollow-metal doors accurately in frames, within clearances specified below.
1. Non-Fire-Rated Steel Doors: Comply with ANSI/SDI A250.8.
 2. Fire-Rated Doors: Install doors with clearances according to NFPA 80.
 3. Smoke-Control Doors: Install doors according to NFPA 105.
- C. Glazing: Comply with installation requirements in Section 088000 "Glazing" and with hollow-metal manufacturer's written instructions.

3.3 FIELD QUALITY CONTROL

- A. Inspection Agency: Engage a qualified inspector to perform inspections and to furnish reports to Architect.
- B. Inspections:
1. Fire-Rated Door Inspections: Inspect each fire-rated door according to NFPA 80, Section 5.2.
 2. Egress Door Inspections: Inspect each door equipped with panic hardware, each door equipped with fire exit hardware, each door located in an exit enclosure, each electrically controlled egress door, and each door equipped with special locking arrangements according to NFPA 101, Section 7.2.1.15.

- C. Repair or remove and replace installations where inspections indicate that they do not comply with specified requirements.
- D. Reinspect repaired or replaced installations to determine if replaced or repaired door assembly installations comply with specified requirements.
- E. Prepare and submit separate inspection report for each fire-rated door assembly indicating compliance with each item listed in NFPA 80.

3.4 REPAIR

- A. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.
- B. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.
- C. Touchup Painting: Cleaning and touchup painting of abraded areas of paint are specified in painting Sections.

END OF SECTION 081113

SECTION 083113 - ACCESS DOORS AND FRAMES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes access doors and frames for walls and ceilings.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each type of access door and frame and for each finish specified.

1.3 CLOSEOUT SUBMITTALS

- A. Record Documents: For fire-rated doors, list of applicable room name and number in which access door is located.

PART 2 - PRODUCTS

2.1 ACCESS DOORS AND FRAMES

- A. Flush Access Doors with Exposed Flanges:
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. JL Industries, Inc.; a division of the Activar Construction Products Group.
 - b. Larsens Manufacturing Company.
 - c. Maxam Metal Products Limited.
 - 2. Description: Face of door flush with frame, with exposed flange and concealed hinge.
 - 3. Locations: Ceiling.
 - 4. Uncoated Steel Sheet for Door: Nominal 0.060 inch, 16 gage, factory primed.
 - 5. Frame Material: Same material, thickness, and finish as door.
 - 6. Latch and Lock: Cam latch, pinned-hex-head wrench operated.

2.2 MATERIALS

- A. Steel Plates, Shapes, and Bars: ASTM A36/A36M.
- B. Steel Sheet: Uncoated or electrolytic zinc coated, ASTM A879/A879M, with cold-rolled steel sheet substrate complying with ASTM A1008/A1008M, Commercial Steel (CS), exposed.

- C. Frame Anchors: Same material as door face.
- D. Inserts, Bolts, and Anchor Fasteners: Hot-dip galvanized steel according to ASTM A153/A153M or ASTM F2329.

2.3 FABRICATION

- A. Metal Surfaces: For metal surfaces exposed to view in the completed Work, provide materials with smooth, flat surfaces without blemishes. Do not use materials with exposed pitting, seam marks, roller marks, rolled trade names, or roughness.
- B. Doors and Frames: Grind exposed welds smooth and flush with adjacent surfaces. Furnish mounting holes, attachment devices and fasteners of type required to secure access doors to types of supports indicated.
- C. Latch and Lock Hardware:
 - 1. Quantity: Furnish number of latches and locks required to hold doors tightly closed.
 - 2. Keys: Furnish two keys per lock and key all locks alike.

2.4 FINISHES

- A. Painted Finishes: Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.
 - 1. Factory Primed: Apply manufacturer's standard, lead- and chromate-free, universal primer immediately after surface preparation and pretreatment.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with manufacturer's written instructions for installing access doors and frames.
- B. Adjust doors and hardware, after installation, for proper operation.

3.2 FIELD QUALITY CONTROL

- A. Repair or remove and replace installations where inspections indicate that they do not comply with specified requirements.
- B. Reinspect repaired or replaced installations to determine if replaced or repaired door assembly installations comply with specified requirements.

END OF SECTION 083113

SECTION 085313 - VINYL WINDOWS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes vinyl-framed windows.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include plans, elevations, sections, hardware, accessories, insect screens, operational clearances, and details of installation, including anchor, flashing, and sealant installation.
- C. Samples: For each exposed product and for each color specified.

1.3 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Sample warranties.

1.4 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace vinyl windows that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period:
 - a. Window: 10 years from date of Substantial Completion.
 - b. Glazing Units: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 WINDOW PERFORMANCE REQUIREMENTS

- A. Product Standard: Comply with AAMA/WDMA/CSA 101/I.S.2/A440 for definitions and minimum standards of performance, materials, components, accessories, and fabrication unless more stringent requirements are indicated.
 - 1. Window Certification: WDMA certified with label attached to each window.

- B. Performance Class and Grade: AAMA/WDMA/CSA 101/I.S.2/A440 as follows:
 - 1. Minimum Performance Class: LC.
 - 2. Minimum Performance Grade: 35.
- C. Thermal Transmittance: NFRC 100 maximum whole-window U-factor of 0.45 Btu/sq. ft. x h x deg F.
- D. Solar Heat-Gain Coefficient (SHGC): NFRC 200 maximum whole-window SHGC of 0.40.

2.2 VINYL WINDOWS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Andersen Windows; Andersen Corporation.
 - 2. Jeld-Wen, Inc.
 - 3. Pella Corporation.
- B. Operating Types: As indicated on Drawings
- C. Frames and Sashes: Impact-resistant, UV-stabilized PVC complying with AAMA/WDMA/CSA 101/I.S.2/A440.
 - 1. Finish: Integral color, white.
 - 2. Gypsum Board Returns: Provide at interior face of frame.
- D. Insulating-Glass Units: ASTM E2190.
 - 1. Glass: ASTM C1036, Type 1, Class 1, q3.
 - a. Tint: Clear.
 - b. Kind: Fully tempered.
 - 2. Lites: Two.
 - 3. Filling: Fill space between glass lites with argon.
 - 4. Low-E Coating: Pyrolytic on second surface.
- E. Glazing System: Manufacturer's standard factory-glazing system that produces weathertight seal.
- F. Hardware, General: Provide manufacturer's standard corrosion-resistant hardware sized to accommodate sash weight and dimensions.
 - 1. Exposed Hardware Color and Finish: As selected by Architect from manufacturer's full range.
- G. Hung Window Hardware:
 - 1. Counterbalancing Mechanism: AAMA 902.
 - 2. Locks and Latches: Operated from the inside only.

3. Tilt Hardware: Releasing tilt latch allows sash to pivot about horizontal axis.
- H. Weather Stripping: Provide full-perimeter weather stripping for each operable sash unless otherwise indicated.
- I. Fasteners: Noncorrosive and compatible with window members, trim, hardware, anchors, and other components.
 1. Exposed Fasteners: Do not use exposed fasteners to greatest extent possible. For application of hardware, use fasteners that match finish hardware being fastened.

2.3 ACCESSORIES

2.4 FABRICATION

- A. Fabricate vinyl windows in sizes indicated. Include a complete system for installing and anchoring windows.
- B. Glaze vinyl windows in the factory.
- C. Weather strip each operable sash to provide weathertight installation.
- D. Hardware: Mount hardware through double walls of vinyl extrusions or provide corrosion-resistant reinforcement.
- E. Complete fabrication, assembly, finishing, hardware application, and other work in the factory to greatest extent possible. Disassemble components only as necessary for shipment and installation. Allow for scribing, trimming, and fitting at Project site.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with manufacturer's written instructions for installing windows, hardware, accessories, and other components. For installation procedures and requirements not addressed in manufacturer's written instructions, comply with installation requirements in ASTM E2112.
- B. Install windows level, plumb, square, true to line, without distortion, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction to produce weathertight construction.
- C. Adjust operating sashes and hardware for a tight fit at contact points and weather stripping for smooth operation and weathertight closure.
- D. Clean exposed surfaces immediately after installing windows. Remove excess sealants, glazing materials, dirt, and other substances.

- E. Remove and replace sashes if glass has been broken, chipped, cracked, abraded, or damaged during construction period.

END OF SECTION 085313

SECTION 088000 - GLAZING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Glass products.
 - 2. Insulating glass.
 - 3. Glazing tapes.
 - 4. Miscellaneous glazing materials.

1.2 COORDINATION

- A. Coordinate glazing channel dimensions to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Glass Samples: For each type of glass product other than clear monolithic vision glass; 12 inches square.
- C. Delegated-Design Submittal: For glass indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by qualified professional engineer responsible for their preparation.

1.4 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For glass.
- B. Product test reports.
- C. Preconstruction adhesion and compatibility test report.

1.5 QUALITY ASSURANCE

- A. Sealant Testing Agency Qualifications: An independent testing agency qualified according to ASTM C1021 to conduct the testing indicated.

1.6 WARRANTY

- A. Manufacturer's Special Warranty for Coated-Glass Products: Manufacturer agrees to replace coated-glass units that deteriorate within specified warranty period. Deterioration of coated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning coated glass contrary to manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in coating.
1. Warranty Period: 10 years from date of Substantial Completion.
- B. Manufacturer's Special Warranty for Insulating Glass: Manufacturer agrees to replace insulating-glass units that deteriorate within specified warranty period. Deterioration of insulating glass is defined as failure of hermetic seal under normal use that is not attributed to glass breakage or to maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is obstruction of vision by dust, moisture, or film on interior surfaces of glass.
1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Safety Glazing: Where safety glazing is indicated, provide glazing that complies with 16 CFR 1201, Category II.
- B. Thermal and Optical Performance Properties: Provide glass with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below:
1. U-Factors: Center-of-glazing values, in accordance with NFRC 100 and based on LBL's WINDOW 7 computer program, expressed as Btu/sq. ft. x h x deg F.
 2. SHGC and Visible Transmittance: Center-of-glazing values, in accordance with NFRC 200 and based on LBL's WINDOW 7 computer program.
 3. Visible Reflectance: Center-of-glazing values, in accordance with NFRC 300.

2.2 GLASS PRODUCTS, GENERAL

- A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below unless more stringent requirements are indicated. See these publications for glazing terms not otherwise defined in this Section or in referenced standards.
1. NGA Publications: "Glazing Manual."
 2. IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."

- B. Safety Glazing Labeling: Where safety glazing is indicated, permanently mark glazing with certification label of the SGCC. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.
- C. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of the IGCC.
- D. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass that complies with performance requirements and is not less than thickness indicated.

2.3 GLASS PRODUCTS

- A. Fully Tempered Float Glass: ASTM C1048, Kind FT (fully tempered), Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear) or Class 2 (tinted) as indicated, Quality-Q3.
- B. Reflective- and Low-E-Coated Vision Glass: ASTM C1376.

2.4 INSULATING GLASS

- A. Insulating-Glass Units: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified in accordance with ASTM E2190.
 - 1. Sealing System: Dual seal, with manufacturer's standard primary and secondary sealants.
 - 2. Perimeter Spacer: Manufacturer's standard spacer material and construction.
 - 3. Desiccant: Molecular sieve or silica gel, or a blend of both.

2.5 GLAZING TAPES

- A. Expanded Cellular Glazing Tapes: Closed-cell, PVC foam tapes; factory coated with adhesive on both surfaces; and complying with AAMA 800 for the following types:
 - 1. AAMA 810.1, Type 1, for glazing applications in which tape acts as primary sealant.
 - 2. AAMA 810.1, Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.

2.6 MISCELLANEOUS GLAZING MATERIALS

- A. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- B. Setting Blocks:
 - 1. Neoprene with Shore A durometer hardness of 85, plus or minus 5.
 - 2. Type recommended in writing by sealant or glass manufacturer.
- C. Spacers:

1. Neoprene blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
 2. Type recommended in writing by sealant or glass manufacturer.
- D. Edge Blocks:
1. Neoprene with Shore A durometer hardness per manufacturer's written instructions.
 2. Type recommended in writing by sealant or glass manufacturer.
- E. Cylindrical Glazing Sealant Backing: ASTM C1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.

PART 3 - EXECUTION

3.1 GLAZING, GENERAL

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass includes glass with edge damage or other imperfections that, when installed, could weaken glass, impair performance, or impair appearance.
- C. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
- D. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- E. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- F. Provide spacers for glass lites where length plus width is larger than 50 inches.
- G. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and in accordance with requirements in referenced glazing publications.
- H. Confirm installation method below with existing window glazing to be replaced.

3.2 TAPE GLAZING

- A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.

- B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
- C. Cover vertical framing joints by applying tapes to heads and sills first, then to jambs. Cover horizontal framing joints by applying tapes to jambs, then to heads and sills.
- D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
- E. Apply heel bead of elastomeric sealant.
- F. Center glass lites in openings on setting blocks, and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.
- G. Apply cap bead of elastomeric sealant over exposed edge of tape.

3.3 GASKET GLAZING (DRY)

- A. Cut compression gaskets to lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.
- B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.
- C. Installation with Drive-in Wedge Gaskets: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended in writing by gasket manufacturer.
- D. Installation with Pressure-Glazing Stops: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket. Install dense compression gaskets and pressure-glazing stops, applying pressure uniformly to compression gaskets. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended in writing by gasket manufacturer.
- E. Install gaskets so they protrude past face of glazing stops.

3.4 CLEANING AND PROTECTION

- A. Immediately after installation, remove nonpermanent labels and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains.

1. If, despite such protection, contaminating substances do contact with glass, remove substances immediately as recommended in writing by glass manufacturer. Remove and replace glass that cannot be cleaned without damage to coatings.
- C. Remove and replace glass that is damaged during construction period.

3.5 MONOLITHIC GLASS SCHEDULE

- A. Clear Glass Type: Fully tempered float glass.

1. Minimum Thickness: 6 mm.
2. Safety glazing required.

3.6 INSULATING GLASS SCHEDULE

- A. Low-E-Coated, Clear Insulating Glass Type:

1. Field verify existing
2. Overall Unit Thickness: 1 inch (Field verify existing glazing to be replaced)
3. Minimum Thickness of Each Glass Lite: 4 mm.
4. Outdoor Lite: Annealed
5. Interspace Content: Argon.
6. Indoor Lite: Fully tempered float glass.
7. Low-E Coating: Pyrolytic or sputtered on second or third surface.
8. Safety glazing required.
9. Field verify existing window glazing to be replaced.

END OF SECTION 088000

SECTION 088300 - MIRRORS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes the following types of silvered flat glass mirrors:
 - 1. Tempered glass mirrors qualifying as safety glazing.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include mirror elevations, edge details, mirror hardware, and attachment details.

1.3 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For mirrors to include in maintenance manuals.

1.4 PRECONSTRUCTION TESTING

- A. Preconstruction Mirror Mastic Compatibility Test: Submit mirror mastic products to mirror manufacturer for testing to determine compatibility of mastic with mirror backing.

1.5 WARRANTY

- A. Special Warranty: Manufacturer agrees to replace mirrors that deteriorate within specified warranty period. Deterioration of mirrors is defined as defects developed from normal use that are not attributed to mirror breakage or to maintaining and cleaning mirrors contrary to manufacturer's written instructions. Defects include discoloration, black spots, and clouding of the silver film.
 - 1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

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

2. Donisi Mirror Company.
3. National Glass Industries.

2.2 SILVERED FLAT GLASS MIRRORS

- A. Mirrors, General: ASTM C1503.
- B. Tempered Glass Mirrors: Mirror Glazing Quality for blemish requirements and complying with ASTM C1048 for Kind FT, Condition A, tempered float glass before silver coating is applied.
 1. Nominal Thickness: 4.0 mm.
- C. Safety Glazing Products: For tempered mirrors, provide products that comply with 16 CFR 1201, Category II.

2.3 MISCELLANEOUS MATERIALS

- A. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.
- B. Edge Sealer: Coating approved by mirror manufacturer.

2.4 MIRROR HARDWARE

- A. Aluminum J-Channels: Aluminum extrusions with a return deep enough to produce a glazing channel to accommodate mirrors of thickness indicated and in lengths required to cover edges of mirrors in a single piece.
 1. Bottom and Side Trim: J-channels formed with front leg and back leg not less than 3/8 and 7/8 inch in height, respectively, and a thickness of not less than 0.04 inch.
 2. Top Trim: J-channels formed with front leg and back leg not less than 5/8 and 1 inch in height, respectively, and a thickness of not less than 0.04 inch.
 3. Finish: Clear bright anodized.
- B. Fasteners: Fabricated of same basic metal and alloy as fastened metal.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, over which mirrors are to be mounted, with Installer present, for compliance with installation tolerances, substrate preparation, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected and surfaces are dry.

3.2 INSTALLATION

- A. General: Install mirrors to comply with mirror manufacturer's written instructions and with referenced GANA publications. Mount mirrors accurately in place in a manner that avoids distorting reflected images.
- B. Install mirrors with mirror hardware. Attach mirror hardware securely to mounting surfaces with mechanical fasteners installed with anchors or inserts as applicable. Install fasteners so heads do not impose point loads on backs of mirrors.
- C. Clean exposed surface of mirrors not more than four days before date scheduled for inspections that establish date of Substantial Completion. Clean mirrors as recommended in writing by mirror manufacturer.

END OF SECTION 088300

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SECTION 092216 - NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Non-load-bearing steel framing systems for interior partitions.
2. Suspension systems for interior ceilings and soffits.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of code-compliance certification for studs and tracks.
- B. Evaluation reports for embossed, high-strength steel studs and tracks and power-actuated fasteners.

1.4 QUALITY ASSURANCE

- A. Code-Compliance Certification of Studs and Tracks: Provide documentation that framing members are certified according to the product-certification program of the Steel Framing Industry Association or the Steel Stud Manufacturers Association.

PART 2 - PRODUCTS

2.1 FRAMING SYSTEMS

A. Framing Members, General: Comply with ASTM C754 for conditions indicated.

1. Steel Sheet Components: Comply with ASTM C645 requirements for steel unless otherwise indicated.
2. Protective Coating: ASTM A653/A653M, G40, hot-dip galvanized unless otherwise indicated.

- B. Studs and Tracks: ASTM C645. Use either conventional steel studs and tracks or embossed, high-strength steel studs and tracks.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. ClarkDietrich.
 - b. MRI Steel Framing, LLC.
 - c. Steel Construction Systems.
 2. Minimum Base-Steel Thickness: 0.0296 inch.
 3. Depth: As indicated on Drawings.
- C. Slip-Type Head Joints: Where indicated, provide one of the following:
1. Clip System: Clips designed for use in head-of-wall deflection conditions that provide a positive attachment of studs to tracks while allowing 1-1/2-inch minimum vertical movement.
 - a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1) CEMCO; California Expanded Metal Products Co.
 - 2) ClarkDietrich.
 2. Deflection Track: Steel sheet top track manufactured to prevent cracking of finishes applied to interior partition framing resulting from deflection of structure above; in thickness not less than indicated for studs and in width to accommodate depth of studs.
- D. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
1. ClarkDietrich.
 2. MBA Building Supplies.
 3. Steel Construction Systems.
- E. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. ClarkDietrich.
 - b. MBA Building Supplies.
 - c. Steel Construction Systems.
 2. Minimum Base-Steel Thickness: 0.0269 inch.
- F. Hat-Shaped, Rigid Furring Channels: ASTM C645.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- a. ClarkDietrich.
 - b. MBA Building Supplies.
 - c. Steel Construction Systems.
2. Minimum Base-Steel Thickness: 0.0296 inch.
 3. Depth: 7/8 inch.
- G. Z-Shaped Furring: With slotted or nonslotted web, face flange of 1-1/4 inches, wall attachment flange of 7/8 inch, minimum uncoated-steel thickness of 0.0179 inch, and depth required to fit insulation thickness indicated.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. ClarkDietrich.
 - b. MBA Building Supplies.
 - c. MRI Steel Framing, LLC.

2.2 SUSPENSION SYSTEMS

- A. Tie Wire: ASTM A641/A641M, Class 1 zinc coating, soft temper, 0.062-inch-diameter wire, or double strand of 0.048-inch-diameter wire.
- B. Wire Hangers: ASTM A641/A641M, Class 1 zinc coating, soft temper, 0.16 inch in diameter.
- C. Carrying Channels (Main Runners): Cold-rolled, commercial-steel sheet with a base-steel thickness of 0.0538 inch and minimum 1/2-inch-wide flanges.
 1. Depth: As indicated on Drawings.
- D. Furring Channels (Furring Members):
 1. Hat-Shaped, Rigid Furring Channels: ASTM C645, 7/8 inch deep.
 - a. Minimum Base-Steel Thickness: 0.0296 inch.

2.3 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards.
 1. Fasteners for Steel Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Installation Standard: ASTM C754.

1. Gypsum Board Assemblies: Also comply with requirements in ASTM C840 that apply to framing installation.
- B. Install framing and accessories plumb, square, and true to line, with connections securely fastened.
- C. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- D. Install bracing at terminations in assemblies.

3.2 INSTALLING FRAMED ASSEMBLIES

- A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
- B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.
- C. Install studs so flanges within framing system point in same direction.
- D. Install tracks at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts that penetrate partitions above ceiling.
 1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
 2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install track section (for cripple studs) at head and secure to jamb studs.
 - a. Install two studs at each jamb unless otherwise indicated.
 - b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch clearance from jamb stud to allow for installation of control joint in finished assembly.
 - c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.
 3. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
- E. Direct Furring:
 1. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.
- F. Z-Shaped Furring Members:
 1. Erect insulation, specified in Section 072100 "Thermal Insulation," vertically and hold in place with Z-shaped furring members spaced 24 inches o.c.

2. Except at exterior corners, securely attach narrow flanges of furring members to wall with concrete stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.
 3. At exterior corners, attach wide flange of furring members to wall with short flange extending beyond corner; on adjacent wall surface, screw-attach short flange of furring channel to web of attached channel. At interior corners, space second member no more than 12 inches from corner and cut insulation to fit.
- G. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch from the plane formed by faces of adjacent framing.

3.3 INSTALLING CEILING SUSPENSION SYSTEMS

- A. Install suspension system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
- B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.
- C. Suspend hangers from building structure as follows:
1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.
 - a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
 2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.
 - a. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced installation standards.
 3. Wire Hangers: Secure by looping and wire tying, either directly to structures or to inserts, eye screws, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause hangers to deteriorate or otherwise fail.
 4. Do not connect or suspend steel framing from ducts, pipes, or conduit.
- D. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

END OF SECTION 092216

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SECTION 092300 - GYPSUM PLASTERING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Gypsum plastering on expanded-metal lath.

1.2 ACTION SUBMITTALS

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

PART 2 - PRODUCTS

2.1 EXPANDED-METAL LATH

- A. Expanded-Metal Lath: ASTM C847, cold-rolled carbon-steel sheet with ASTM A653/A653M, G60, hot-dip galvanized-zinc coating.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. CEMCO; California Expanded Metal Products Co.
 - b. ClarkDietrich.
 - 2. Paper Backing: Kraft paper factory bonded to back of lath.
 - 3. 3/8-Inch Rib Lath: 3.4 lb/sq. yd..

2.2 ACCESSORIES

- A. General: Comply with ASTM C841, and coordinate depth of trim and accessories with thicknesses and number of plaster coats required.

2.3 MISCELLANEOUS MATERIALS

- A. Water for Mixing and Finishing Plaster: Potable and free of substances capable of affecting plaster set or of damaging plaster, lath, or accessories.
- B. Bonding Compound: ASTM C631.
- C. Fasteners for Attaching Metal Lath to Substrates: ASTM C841.

- D. Wire: ASTM A641/A641M, Class 1 zinc coating, soft temper, not less than 0.0475-inch diameter unless otherwise indicated.
- E. Mix Additives: Use gypsum plaster accelerators and retarders from plaster manufacturer if required by Project conditions. Use only additives that manufacturer recommends in writing for use with plaster to which it is added.

2.4 BASE-COAT PLASTER MATERIALS

- A. Lightweight-Gypsum Ready-Mixed Plaster: ASTM C28/C28M, with mill-mixed perlite aggregate.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. National Gypsum Company.
 - b. USG Corporation.
- B. Aggregates for Base-Coat Plasters: ASTM C35, perlite.

2.5 FINISH-COAT PLASTER MATERIALS

- A. Gypsum Ready-Mixed Finish Plaster: Manufacturer's standard, mill-mixed, gaged, interior finish.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. National Gypsum Company.
 - b. USG Corporation.
- B. Aggregates for Float Finishes: ASTM C35, perlite; graded according to ASTM C842.

2.6 PLASTER MIXES

- A. Mixing: Comply with ASTM C842 and manufacturer's written instructions for applications indicated.
- B. Mix Additives: Use accelerators and retarders, if required by Project conditions, according to manufacturer's written instructions.

PART 3 - EXECUTION

3.1 INSTALLING EXPANDED-METAL LATH

- A. Expanded-Metal Lath: Install according to ASTM C841.

3.2 INSTALLING ACCESSORIES

- A. General: Install according to ASTM C841.
- B. Cornerbeads: Install at external corners.
- C. Casing Beads: Install at terminations of plasterwork, except where plaster passes behind and is concealed by other work and where metal screeds, bases, or frames act as casing beads.
- D. Control Joints: Locate as indicated on Drawings.

3.3 PLASTER APPLICATION

- A. General: Comply with ASTM C842.
- B. Base-Coat Plaster:
 - 1. Over Expanded-Metal Lath:
 - a. Scratch Coat: Gypsum neat plaster with job-mixed sand.
 - b. Brown Coat: Lightweight-gypsum ready-mixed plaster.
- C. Finish Coats:
 - 1. Smooth-Troweled Finishes: Gypsum ready-mixed finish plaster.
- D. Concealed Plaster:
 - 1. Where plaster application is concealed behind built-in cabinets, similar furnishings, and equipment, apply finish coat.
 - 2. Where plaster application is concealed above suspended ceilings and in similar locations, omit finish coat.
 - 3. Where plaster application is used as a base for adhesive application of tile and similar finishes, omit finish coat.

3.4 PLASTER REPAIRS

- A. Repair or replace work to eliminate cracks, dents, blisters, buckles, crazing and check cracking, dry outs, efflorescence, sweat outs, and similar defects and where bond to substrate has failed.

END OF SECTION 092300

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SECTION 092900 - GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Interior gypsum board.
2. Tile backing panels.

1.2 ACTION SUBMITTALS

A. Product Data: For the following:

1. Gypsum wallboard.
2. Gypsum ceiling board.
3. Interior trim.
4. Joint treatment materials.
5. Laminating adhesive.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E119 by an independent testing agency.

2.2 GYPSUM BOARD, GENERAL

- A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.3 INTERIOR GYPSUM BOARD

- A. Gypsum Board, Type X: ASTM C1396/C1396M.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. CertainTeed Gypsum.
 - b. Georgia-Pacific Gypsum LLC.

- c. National Gypsum Company.
 2. Thickness: 5/8 inch.
 3. Long Edges: Tapered.
- B. Gypsum Ceiling Board: ASTM C1396/C1396M.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. CertainTeed Gypsum.
 - b. National Gypsum Company.
 - c. USG Corporation.
 2. Thickness: 1/2 inch.
 3. Long Edges: Tapered.

2.4 TILE BACKING PANELS

- A. Cementitious Backer Units: ANSI A118.9 and ASTM C1288 or ASTM C1325, with manufacturer's standard edges.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. CertainTeed Corporation.
 - b. James Hardie Building Products, Inc.
 - c. USG Corporation.
 2. Thickness: 5/8 inch.
 3. Mold Resistance: ASTM D3273, score of 10 as rated according to ASTM D3274.

2.5 TRIM ACCESSORIES

- A. Interior Trim: ASTM C1047.
1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet.
 2. Shapes:
 - a. Cornerbead.
 - b. Bullnose bead.
 - c. LC-Bead: J-shaped; exposed long flange receives joint compound.
 - d. L-Bead: L-shaped; exposed long flange receives joint compound.
 - e. U-Bead: J-shaped; exposed short flange does not receive joint compound.
 - f. Expansion (control) joint.
 - g. Curved-Edge Cornerbead: With notched or flexible flanges.

- B. Exterior Trim: ASTM C1047.
 - 1. Material: Hot-dip galvanized-steel sheet, plastic, or rolled zinc.
 - 2. Shapes:
 - a. Cornerbead.
 - b. LC-Bead: J-shaped; exposed long flange receives joint compound.
 - c. Expansion (Control) Joint: One-piece, rolled zinc with V-shaped slot and removable strip covering slot opening.

2.6 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C475/C475M.
- B. Joint Tape:
 - 1. Interior Gypsum Board: Paper.
 - 2. Exterior Gypsum Soffit Board: Paper.
 - 3. Glass-Mat Gypsum Sheathing Board: 10-by-10 glass mesh.
 - 4. Tile Backing Panels: As recommended by panel manufacturer.
- C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.
 - 1. Prefilling: At open joints and damaged surface areas, use setting-type taping compound.
 - 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.
 - a. Use setting-type compound for installing paper-faced metal trim accessories.
 - 3. Fill Coat: For second coat, use drying-type, all-purpose compound.
 - 4. Finish Coat: For third coat, use drying-type, all-purpose compound.
- D. Joint Compound for Tile Backing Panels:
 - 1. Cementitious Backer Units: As recommended by backer unit manufacturer.

2.7 AUXILIARY MATERIALS

- A. Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.
- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
- C. Steel Drill Screws: ASTM C1002 unless otherwise indicated.
 - 1. Use screws complying with ASTM C954 for fastening panels to steel members from 0.033 to 0.112 inch thick.

2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.
- D. Thermal Insulation: As specified in Section 072100 "Thermal Insulation."
- E. Vapor Retarder: As specified in Section 072600 "Vapor Retarders."

PART 3 - EXECUTION

3.1 INSTALLATION AND FINISHING OF PANELS

- A. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- B. Comply with ASTM C840.
- C. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch-wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- D. For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- E. Prefill open joints and damaged surface areas.
- F. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- G. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C840:
 1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
 2. Level 2: Panels that are substrate for tile.
 3. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.
 - a. Primer and its application to surfaces are specified in Section 099123 "Interior Painting."
- H. Cementitious Backer Units: Finish according to manufacturer's written instructions.

3.2 PROTECTION

- A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- B. Remove and replace panels that are wet, moisture damaged, and mold damaged.

END OF SECTION 092900

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SECTION 093013 - CERAMIC TILING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Glazed wall tile.
 - 2. Tile backing panels.
 - 3. Waterproof membrane for thinset applications.
 - 4. Metal edge strips.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples:
 - 1. Assembled samples mounted on a rigid panel, with grouted joints, for each type and composition of tile and for each color and finish required.

1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match and are from same production runs as products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Tile and Trim Units: Furnish quantity of full-size units equal to 3 percent of amount installed for each type, composition, color, pattern, and size indicated.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications:
 - 1. Installer is a Five-Star member of the National Tile Contractors Association or a Trowel of Excellence member of the Tile Contractors' Association of America.

PART 2 - PRODUCTS

2.1 PRODUCTS, GENERAL

- A. ANSI Ceramic Tile Standard: Provide Standard-grade tile that complies with ANSI A137.1 for types, compositions, and other characteristics indicated.
- B. ANSI Standards for Tile Installation Materials: Provide materials complying with ANSI A108.02, ANSI standards referenced in other Part 2 articles, ANSI standards referenced by TCNA installation methods specified in tile installation schedules, and other requirements specified.

2.2 TILE PRODUCTS

- A. Ceramic Tile Type CT-1: Unglazed porcelain tile.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. American Marazzi Tile, Inc.
 - b. American Olean; a division of Dal-Tile Corporation.
 - c. Crossville, Inc.
 - d. Daltile.
 - e. Interceramic.
 - 2. Certification: Tile certified by the Porcelain Tile Certification Agency.
 - 3. Face Size: 12 by 24 inches.
 - 4. Face Size Variation: Rectified.
 - 5. Thickness: 3/8 inch.
 - 6. Face: Plain with square or cushion edges.
 - 7. Tile Color, Glaze, and Pattern: As selected by Architect from manufacturer's full range.
 - 8. Grout Color: As selected by Architect from manufacturer's full range.
 - 9. Trim Units: Coordinated with sizes and coursing of adjoining flat tile where applicable and matching characteristics of adjoining flat tile. Provide shapes as follows, selected from manufacturer's standard shapes:
 - a. External Corners: Surface bullnose, module size same as adjoining flat tile.

2.3 TILE BACKING PANELS

- A. Cementitious Backer Units: ANSI A118.9 or ASTM C1325, Type A.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Custom Building Products.
 - b. Georgia-Pacific Gypsum LLC.

- c. USG Corporation.
 2. Thickness: 5/8 inch.
- 2.4 WATERPROOF MEMBRANE
 - A. General: Manufacturer's standard product, selected from the following, that complies with ANSI A118.10 and is recommended by the manufacturer for the application indicated. Include reinforcement and accessories recommended by manufacturer.
 - B. Fluid-Applied Membrane: Liquid-latex rubber or elastomeric polymer.
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Boiardi Products Corporation; a QEP company.
 - b. Bonsal American, an Oldcastle company.
 - c. Custom Building Products.
- 2.5 SETTING MATERIALS
 - A. Standard Dry-Set Mortar (Thinset): ANSI A118.1.
 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Boiardi Products Corporation; a QEP company.
 - b. Bonsal American, an Oldcastle company.
 - c. Custom Building Products.
 2. For wall applications, provide nonsagging mortar.
- 2.6 GROUT MATERIALS
 - A. Standard Cement Grout: ANSI A118.6.
 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Boiardi Products Corporation; a QEP company.
 - b. Bonsal American, an Oldcastle company.
 - c. Custom Building Products.
- 2.7 MISCELLANEOUS MATERIALS
 - A. Trowelable Underlayments and Patching Compounds: Latex-modified, portland cement-based formulation provided or approved by manufacturer of tile-setting materials for installations indicated.

- B. Metal Edge Strips: Angle or L-shape, height to match tile and setting-bed thickness, metallic or combination of metal and PVC or neoprene base, designed specifically for flooring applications; nickel silver exposed-edge material.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Schluter Systems L.P.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Fill cracks, holes, and depressions in concrete substrates for tile floors installed with thinset mortar with trowelable leveling and patching compound specifically recommended by tile-setting material manufacturer.
- B. Where indicated, prepare substrates to receive waterproof membrane by applying a reinforced mortar bed that complies with ANSI A108.1A and is sloped 1/4 inch per foot toward drains.
- C. Blending: For tile exhibiting color variations, verify that tile has been factory blended and packaged so tile units taken from one package show same range of colors as those taken from other packages and match approved Samples. If not factory blended, either return to manufacturer or blend tiles at Project site before installing.

3.2 INSTALLATION

- A. Comply with TCNA's "Handbook for Ceramic, Glass, and Stone Tile Installation" for TCNA installation methods specified in tile installation schedules. Comply with parts of the ANSI A108 series "Specifications for Installation of Ceramic Tile" that are referenced in TCNA installation methods, specified in tile installation schedules, and apply to types of setting and grouting materials used.
- B. Extend tile work into recesses and under or behind equipment and fixtures to form complete covering without interruptions unless otherwise indicated. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.
- C. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.
- D. Provide manufacturer's standard trim shapes where necessary to eliminate exposed tile edges.
- E. Jointing Pattern: Lay tile in grid pattern unless otherwise indicated. Lay out tile work and center tile fields in both directions in each space or on each wall area. Lay out tile work to minimize the use of pieces that are less than half of a tile. Provide uniform joint widths unless otherwise indicated.

- F. Joint Widths: Unless otherwise indicated, install tile with the following joint widths:
 - 1. Porcelain Tile: 1/4 inch.
- G. Expansion Joints: Provide expansion joints and other sealant-filled joints, including control, contraction, and isolation joints, where indicated. Form joints during installation of setting materials, mortar beds, and tile. Do not saw-cut joints after installing tiles.
 - 1. Where joints occur in concrete substrates, locate joints in tile surfaces directly above them.
- H. Metal Edge Strips: Install where edge of tile will be exposed and as indicated.
- I. Install tile backing panels and treat joints according to ANSI A108.11 and manufacturer's written instructions for type of application indicated.
- J. Install waterproof membrane to comply with ANSI A108.13 and manufacturer's written instructions to produce waterproof membrane of uniform thickness that is bonded securely to substrate.

3.3 INTERIOR CERAMIC TILE INSTALLATION SCHEDULE

- A. Interior Wall Installations, Wood or Metal Studs or Furring:
 - 1. Ceramic Tile Installation CT-1 : TCNA W244C or TCNA W244F; thinset mortar on cementitious backer board.
 - a. Ceramic Tile Type: CT-1.
 - b. Thinset Mortar: Standard dry-set mortar.
 - c. Grout: Standard unsanded cement grout.
- B. Shower Receptor and Wall Installations:
 - 1. Ceramic Tile Installation CT-1 : TCNA B412; thinset mortar on waterproof membrane over cementitious backer board.
 - a. Ceramic Tile Type: CT-1.
 - b. Thinset Mortar: Standard dry-set mortar.
 - c. Grout: Standard unsanded cement grout.

END OF SECTION 093013

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SECTION 096723 - RESINOUS FLOORING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Resinous flooring systems.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each type of exposed finish required.

1.3 INFORMATIONAL SUBMITTALS

- A. Material certificates.
- B. Material test reports.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

1.6 FIELD CONDITIONS

- A. Environmental Limitations: Comply with resinous flooring manufacturer's written instructions for substrate temperature, ambient temperature, moisture, ventilation, and other conditions affecting resinous flooring application.
- B. Lighting: Provide permanent lighting or, if permanent lighting is not in place, simulate permanent lighting conditions during resinous flooring application.
- C. Close spaces to traffic during resinous flooring application and for 24 hours after application unless manufacturer recommends a longer period.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Flammability: Self-extinguishing according to ASTM D635.

2.2 RESINOUS FLOORING

- A. Resinous Flooring System: Abrasion-, impact-, and chemical-resistant, aggregate-filled, and resin-based monolithic floor surfacing designed to produce a seamless floor and integral cove base.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Sherwin-Williams Company, General Polymers.
 - b. Sika Corporation; Flooring.
 - c. Tnemec Inc.
- B. System Characteristics:
 - 1. Color and Pattern: As selected by Architect from manufacturer's full range.
 - 2. Wearing Surface: Orange-peel texture.
 - 3. Overall System Thickness: 1/4 inch.
- C. Primer: Type recommended by resinous flooring manufacturer for substrate and resinous flooring system indicated.
- D. Reinforcing Membrane: Flexible resin formulation that is recommended by resinous flooring manufacturer.
 - a. Provide fiberglass scrim embedded in reinforcing membrane.
- E. Patching and Fill Material: Resinous product of or approved by resinous flooring manufacturer and recommended by manufacturer for application indicated.
- F. Body Coats:
 - 1. Resin: Epoxy.
 - 2. Formulation Description: High solids.
 - 3. Type: Pigmented.
 - 4. Application Method: Self-leveling slurry with broadcast aggregates.
 - 5. Number of Coats: One.
 - 6. Thickness of Coats: 1/8 inch.
 - 7. Aggregates: Manufacturer's standard.
- G. Topcoats: Sealing or finish coats.
 - 1. Resin: Epoxy.

2. Formulation Description: High solids.
3. Type: Pigmented.
4. Number of Coats: Two.
5. Thickness of Coats: 1/16 inch.
6. Finish: Matte.

H. System Physical Properties: Provide resinous flooring system with the following minimum physical property requirements when tested according to test methods indicated:

1. Compressive Strength: minimum according to ASTM C579.
2. Tensile Strength: minimum according to ASTM C307.
3. Flexural Modulus of Elasticity: minimum according to ASTM C580.
4. Water Absorption: percent maximum according to ASTM C413.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Prepare and clean substrates according to resinous flooring manufacturer's written instructions for substrate indicated. Provide clean, dry substrate for resinous flooring application.
- B. Concrete Substrates: Provide sound concrete surfaces free of laitance, glaze, efflorescence, curing compounds, form-release agents, dust, dirt, grease, oil, and other contaminants incompatible with resinous flooring.
 1. Roughen concrete substrates as follows:
 - a. Shot-blast surfaces with an apparatus that abrades the concrete surface, contains the dispensed shot within the apparatus, and recirculates the shot by vacuum pickup.
 - b. Comply with NACE No. 6/SSPC-SP13, with a Concrete Surface Profile (CSP) of 3 or greater in accordance with International Concrete Repair Institute (ICRI) Technical Guideline No. 310.2R, unless manufacturer's written instructions are more stringent.
 2. Repair damaged and deteriorated concrete according to resinous flooring manufacturer's written instructions.
 3. Verify that concrete substrates are dry and moisture-vapor emissions are within acceptable levels according to manufacturer's written instructions.
 - a. Anhydrous Calcium Chloride Test: ASTM F1869. Proceed with application of resinous flooring only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. of slab area in 24 hours.
 - b. Relative Humidity Test: Use in situ probes, ASTM F2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.

4. Alkalinity and Adhesion Testing: Verify that concrete substrates have pH within acceptable range. Perform tests recommended by manufacturer. Proceed with application only after substrates pass testing.
- C. Patching and Filling: Use patching and fill material to fill holes and depressions in substrates according to manufacturer's written instructions.
- D. Resinous Materials: Mix components and prepare materials according to resinous flooring manufacturer's written instructions.

3.2 INSTALLATION

- A. Apply components of resinous flooring system according to manufacturer's written instructions to produce a uniform, monolithic wearing surface of thickness indicated.
 1. Expansion and Isolation Joint Treatment: At substrate expansion and isolation joints, comply with resinous flooring manufacturer's written instructions.
- B. Primer: Apply primer over prepared substrate at manufacturer's recommended spreading rate.
- C. Reinforcing Membrane: Apply reinforcing membrane to entire substrate surface.
- D. Integral Cove Base: Apply cove base mix to wall surfaces before applying flooring. Apply according to manufacturer's written instructions. Round internal and external corners.
 1. Integral Cove Base: 4 inches high.
- E. Self-Leveling Body Coats: Apply self-leveling slurry body coats in thickness indicated for flooring system.
 1. Aggregates: Broadcast aggregates at rate recommended by manufacturer and, after resin is cured, remove excess aggregates to provide surface texture indicated.
- F. Grout Coat: Apply grout coat, of type recommended by resinous flooring manufacturer, to fill voids in surface of final body coat.
- G. Topcoats: Apply topcoats in number indicated for flooring system and at spreading rates recommended in writing by manufacturer and to produce wearing surface indicated.
- H. Protect resinous flooring from damage and wear during the remainder of construction period.

END OF SECTION 096723

SECTION 102113.19 - PLASTIC TOILET COMPARTMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Solid-plastic toilet compartments configured as toilet enclosures.

B. Related Requirements:

1. Section 055000 "Metal Fabrications" for supports that attach floor-and-ceiling-anchored compartments to overhead structural system.
2. Section 092216 "Non-Structural Metal Framing" for blocking.
3. Section 102800 "Toilet, Bath, and Laundry Accessories" for accessories mounted on toilet compartments.

1.2 ACTION SUBMITTALS

A. Product Data:

1. Solid-plastic toilet compartments:

B. Shop Drawings: For solid-plastic toilet compartments.

1. Include plans, elevations, sections, details, and attachment details.

C. Samples: For each type of toilet compartment material indicated.

1. Include Samples of hardware and accessories involving material and color selection.

1.3 INFORMATIONAL SUBMITTALS

A. Certificates:

1. Product Certificates: For each type of toilet compartment by manufacturer.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance data.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire Performance: Tested in accordance with, and pass the acceptance criteria of, NFPA 286.
- B. Regulatory Requirements: Comply with applicable provisions in the U.S. Department of Justice "2010 ADA Standards for Accessible Design" and ICC A117.1 for toilet compartments designated as accessible.

2.2 SOLID-PLASTIC TOILET COMPARTMENTS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. AJW Architectural Products.
 - 2. Global Partitions Corp., an ASI Group Company.
 - 3. Scranton Products.
- B. Toilet-Enclosure Style: Floor and ceiling anchored.
- C. Door, Panel, and Pilaster Construction: Solid, high-density polyethylene (HDPE) panel material, not less than 1 inch thick, seamless, with eased edges, and with homogenous color and pattern throughout thickness of material.
 - 1. Heat-Sink Strip: Manufacturer's standard continuous, stainless steel strip fastened to exposed bottom edges of solid-plastic components to hinder malicious combustion.
 - 2. Color and Pattern: One color and pattern in each room as selected by Architect from manufacturer's full range.
- D. Pilaster Shoes and Sleeves (Caps): Manufacturer's standard design; stainless steel.
- E. Brackets (Fittings):
 - 1. Full-Height (Continuous) Type: Manufacturer's standard design; stainless steel.

2.3 HARDWARE AND ACCESSORIES

- A. Hardware and Accessories, Heavy Duty: Manufacturer's heavy-duty operating hardware and accessories.
 - 1. Hinges: Manufacturer's minimum 0.062-inch-thick stainless steel continuous, cam type that swings to a closed or partially open position, allowing emergency access by lifting door. Mount with through bolts.
 - 2. Latch and Keeper: Manufacturer's heavy-duty, surface-mounted, cast-stainless steel latch unit, designed to resist damage due to slamming, with combination rubber-faced door strike and keeper, and with provision for emergency access. Provide units that comply with regulatory requirements for accessibility at compartments designated as accessible. Mount with through bolts.

3. Coat Hook: Manufacturer's heavy-duty combination cast-stainless steel hook and rubber-tipped bumper, sized to prevent inswinging door from hitting compartment-mounted accessories. Mount with through bolts.
4. Door Bumper: Manufacturer's heavy-duty, rubber-tipped, cast-stainless steel bumper at outswinging doors. Mount with through bolts.
5. Door Pull: Manufacturer's heavy-duty, cast-stainless steel pull at outswinging doors that complies with regulatory requirements for accessibility. Provide units on both sides of doors at compartments designated as accessible. Mount with through bolts.

2.4 MATERIALS

- A. Aluminum Castings: ASTM B26/B26M.
- B. Aluminum Extrusions: ASTM B221.
- C. Brass Castings: ASTM B584.
- D. Brass Extrusions: ASTM B455.
- E. Stainless Steel Sheet: ASTM A240/A240M or ASTM A666, Type 304, stretcher-leveled standard of flatness.
- F. Stainless Steel Castings: ASTM A743/A743M.
- G. Zamac: ASTM B86, commercial zinc-alloy die castings.

2.5 FABRICATION

- A. Fabrication, General: Fabricate toilet compartment components to sizes indicated. Coordinate requirements and provide cutouts for through-partition toilet accessories where required for attachment of toilet accessories.
- B. Floor-and-Ceiling-Anchored Units: Provide manufacturer's standard corrosion-resistant anchoring assemblies with leveling adjustment nuts at tops and bottoms of pilasters. Provide shoes and sleeves (caps) at pilasters to conceal anchorage.
- C. Door Size and Swings: Unless otherwise indicated, provide 24-inch-wide, inswinging doors for standard toilet compartments and 36-inch-wide, outswinging doors with a minimum 32-inch-wide, clear opening for compartments designated as accessible.

PART 3 - EXECUTION

3.1 INSTALLATION OF PLASTIC TOILET COMPARTMENTS

- A. General: Comply with manufacturer's written installation instructions. Install units rigid, straight, level, and plumb. Secure units in position with manufacturer's recommended anchoring devices.

1. Maximum Clearances:
 - a. Pilasters and Panels: 1/2 inch.
 - b. Panels and Walls: 1 inch.
2. Full-Height (Continuous) Brackets: Secure panels to walls and to pilasters with full-height brackets.
 - a. Locate bracket fasteners, so holes for wall anchors occur in masonry or tile joints.
 - b. Align brackets at pilasters with brackets at walls.
- B. Floor-and-Ceiling-Anchored Units: Secure pilasters to supporting construction and level, plumb, and tighten. Hang doors and adjust, so doors are level and aligned with panels, when doors are in closed position.

3.2 ADJUSTING

- A. Hardware Adjustment: Adjust and lubricate hardware according to hardware manufacturer's written instructions for proper operation. Set hinges on inswinging doors to hold doors open approximately 30 degrees from closed position when unlatched. Set hinges on outswinging doors to return doors to fully closed position.

END OF SECTION 102113.19

SECTION 102123 - CUBICLE CURTAINS AND TRACK

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Cubicle-curtain tracks and carriers.
 2. Cubicle curtains.

1.2 ACTION SUBMITTALS

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

1.3 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Cubicle Curtains: Provide curtain fabrics with the following characteristics:
1. Laundering: Launderable to a water temperature of not less than 160 deg F.
 2. Flame Resistance: Provide fabrics identical to those that have passed NFPA 701 when tested by a qualified testing agency acceptable to authorities having jurisdiction.
 - a. Identify fabrics with appropriate markings of a qualified testing agency.

2.2 CUBICLE-CURTAIN SUPPORT SYSTEMS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
1. Construction Specialties, Inc.
 2. Cubicle Curtain Factory, Inc.
- B. Extruded-Aluminum Curtain Track: Not less than 1-1/4 inches wide by 3/4 inch high.
1. Curved Track: Factory-fabricated, 12-inch- radius bends.
 2. Finish: Clear anodized.

- C. Curtain Track Accessories: Fabricate splices, end caps, connectors, end stops, coupling and joining sleeves, wall flanges, brackets, ceiling clips, and other accessories from same material and with same finish as track.
 - 1. End Stop: Removable with carrier hook.
- D. Curtain Glide Carriers: One-piece nylon glide with nylon hook.
- E. Concealed Fasteners: Stainless steel.

2.3 CURTAINS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Cubicle Curtain Factory, Inc.
 - 2. Standard Textile Co., Inc.
- B. Fabric: Curtain manufacturer's standard, 100 percent polyester; inherently and permanently flame resistant, stain resistant, and antimicrobial.
 - 1. Pattern: Solid color.
 - 2. Width: Equal to track length from which curtain is hung plus 10 percent of added fullness, but not less than 12 inches of added fullness.
 - 3. Color: As selected by Architect from manufacturer's full range.
- C. Curtain Grommets: Two-piece, rolled-edge, rustproof, nickel-plated brass; spaced not more than 6 inches o.c.; machined into top hem.
- D. PVC-Strip Curtain Drop: 18 inches long with chrome-plated steel hook.
- E. Snap Attachments: Provide manufacturer's standard nickel-plated brass snap attachments for modular panels.
- F. Curtain Tieback: Nickel-plated brass chain; one at each curtain termination.

2.4 CURTAIN FABRICATION

- A. Continuous Curtain Panels:
 - 1. Width: Equal to track length from which curtain is hung plus 10 percent of added fullness, but not less than 12 inches of added fullness.
 - 2. Length: Equal to floor-to-ceiling height, minus depth of track and carrier at top, and minus clearance above the finished floor of 12 inches.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install tracks level and plumb, according to manufacturer's written instructions.
- B. For tracks of up to 20 feet in length, provide track fabricated from single, continuous length.
 - 1. Curtain-Track Mounting: Surface.
- C. Track Accessories: Install splices, end caps, connectors, end stops, coupling and joining sleeves, and other accessories as required for a secure and operational installation.
 - 1. Provide one hinged loading unit for each bed.
- D. Curtain Carriers: Provide curtain carriers adequate for 6-inch spacing along full length of curtain plus an additional carrier.
- E. Cubicle Curtains: Hang curtains on each curtain track. Secure with curtain tieback.

END OF SECTION 102123

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SECTION 102800 - TOILET, BATH, AND LAUNDRY ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Public-use washroom accessories.
2. Public-use shower room accessories.
3. Underlavatory guards.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each exposed product and for each finish specified, full size.

1. Approved full-size Samples will be returned and may be used in the Work.

1.3 INFORMATIONAL SUBMITTALS

A. Sample warranties.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.5 WARRANTY

A. Manufacturer's Special Warranty for Mirrors: Manufacturer agrees to repair or replace mirrors that fail in materials or workmanship within specified warranty period.

1. Warranty Period: 10 years from date of Substantial Completion.

B. Manufacturer's Special Warranty for Hand Dryers: Manufacturer agrees to repair or replace hand dryers that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Structural Performance: Design accessories and fasteners to comply with the following requirements:
 - 1. Grab Bars: Installed units are able to resist 250 lbf concentrated load applied in any direction and at any point.
 - 2. Shower Seats: Installed units are able to resist [250 lbf] [360 lbf] <Insert load> applied in any direction and at any point.

2.2 PUBLIC-USE WASHROOM ACCESSORIES

- A. Manufacturers and Products: Refer to accessory and equipment schedule on drawings for manufacturers and model numbers.

2.3 PUBLIC-USE SHOWER ROOM ACCESSORIES

- A. Manufacturers and Products: Refer to accessory and equipment schedule on drawings for manufacturers and model numbers.
- B. Shower Curtain :
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. American Specialties, Inc.
 - b. Bobrick Washroom Equipment, Inc.
 - c. Bradley Corporation.
 - 2. Size: Minimum 6 inches wider than opening by 72 inches high.
 - 3. Material: Vinyl, minimum 0.006 inch thick, opaque, matte.
 - 4. Color: As selected from manufacturer's full range.
 - 5. Grommets: Corrosion resistant at minimum 6 inches o.c. through top hem.
 - 6. Shower Curtain Hooks: Chrome-plated or stainless steel, spring wire curtain hooks with snap fasteners, sized to accommodate specified curtain rod. Provide one hook per curtain grommet.
- C. Folding Shower Seat:
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- a. American Specialties, Inc.
 - b. Bobrick Washroom Equipment, Inc.
 - c. Bradley Corporation.
2. Configuration: Stainless steel seat designed to fold into recessed-mounted, stainless steel wall box for wheelchair access.
 3. Seat: Stainless steel, ASTM A480/A480M No. 4 finish (satin); 0.05-inch-minimum nominal thickness; with single-piece, pan-type construction and edge seams welded and ground smooth.
 4. Mounting Mechanism: Stainless steel, ASTM A480/A480M No. 4 finish (satin).

D. Soap Dish:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. American Specialties, Inc.
 - b. Bobrick Washroom Equipment, Inc.
 - c. Bradley Corporation.
2. Description: Surface mounted
3. Material and Finish: Stainless steel, ASTM A480/A480M No. 4 finish (satin).

E. Robe Hook:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. American Specialties, Inc.
 - b. Bobrick Washroom Equipment, Inc.
 - c. Bradley Corporation.
2. Description: Double-prong unit.
3. Material and Finish: Stainless steel, ASTM A480/A480M No. 4 finish (satin).

F.

2.4 UNDERLAVATORY GUARDS

A. Underlavatory Guard:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Plumberex Specialty Products, Inc.
 - b. Truebro by IPS Corporation.

2. Description: Insulating pipe covering for supply and drain piping assemblies that prevents direct contact with and burns from piping; allow service access without removing coverings.
3. Material and Finish: Antimicrobial, molded plastic, white.

2.5 FABRICATION

- A. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. Provide minimum of six keys to Owner's representative.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install accessories according to manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.
 1. Remove temporary labels and protective coatings.
- B. Grab Bars: Install to comply with specified structural-performance requirements.
- C. Shower Seats: Install to comply with specified structural-performance requirements.

END OF SECTION 102800

SECTION 105113 - METAL LOCKERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Welded open-front athletic lockers.
 - 2. Locker benches.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For metal lockers.
 - 1. Include plans, elevations, sections, and attachment details.
 - 2. Include locker identification system and numbering sequence.
- C. Samples: For each color specified.

1.3 INFORMATIONAL SUBMITTALS

- A. Sample warranty.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.5 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of metal lockers that fail in materials or workmanship, excluding finish, within specified warranty period.
 - 1. Warranty Period for Welded Metal Lockers: Lifetime from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Accessibility Standard: For lockers indicated to be accessible, comply with applicable provisions in the USDOJ's "2010 ADA Standards for Accessible Design" and ICC A117.1.

2.1 WELDED, OPEN-FRONT ATHLETIC LOCKERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
1. AJW Architectural Products.
 2. DeBourgh Mfg. Co
 3. List Industries Inc.
- B. Locker Sizes and Configurations.
1. Tiers: Single.
 2. Height: 72 inches.
 3. Width: 18 inches.
 4. Depth: 18 inches.
- C. Body: Assembled by welding body components together at seams with exposed welds sanded smooth. Fabricate from unperforated steel sheet with thicknesses as follows:
1. Tops and Bottoms: 0.060-inch nominal thickness, with single bend at edges.
 2. Side Panels: Fabricated from 0.060-inch nominal-thickness sheet metal welded to 1-by-1-by-1/8-inch nominal-thickness steel angle frame.
 3. Backs: 0.048-inch nominal thickness, welded to side frames and intermediate partitions.
 4. Tier Dividers: 0.060-inch nominal thickness.
 5. Shelves: 0.060-inch, 16 gage, nominal thickness, with double bend at front and single bend at sides and back.
 6. Exposed End Panels: Fabricated from 0.060-inch nominal-thickness sheet metal welded to 1-by-1-by-1/8-inch nominal-thickness steel angle frame.
- D. Perforated Sides: Fabricated from 0.060-inch nominal-thickness steel sheet with manufacturer's standard diamond perforations. Perforations shall not occur at security compartment.
- E. Frames: Channel formed; fabricated from 0.105-inch, 12 gage, nominal-thickness cold-rolled steel angles; lapped and factory welded at corners; with top and bottom main frames factory welded into vertical main frames.
- F. Reinforced Bottoms: Structural channels, formed from 0.060-inch, 16 gage, nominal-thickness steel sheet; welded to front and rear of side-panel frames. Bottoms to include installation holes with spacer channel pipe to prevent warping upon anchoring.
- G. Hinges: Welded to door and attached to door frame with no fewer than two factory-installed rivets per hinge that are completely concealed and tamper resistant when door is closed; fabricated to swing 180 degrees.
1. Knuckle Hinges: Steel, full loop, five or seven knuckles, tight pin; minimum 3 inches high. Provide no fewer than three hinges for each door 42 inches or more high. Hinges welded to the door and the frame, connected by a pin secured with a tamper resistant crimp cap.
- H. Security Boxes: Nonperforated, consisting of partition extending from upper shelf to top of metal locker, fabricated from 0.060-inch nominal-thickness steel sheet welded to sides at minimum 6-inch intervals.

1. Basis-of-Design Product: DeBourgh Mfg. Co.; Collegiate; 12 inches.
 2. Security Compartment Door:
 - a. Door fabricated from 0.075-inch, 14 gage, nominal-thickness cold-rolled steel sheet with 3/4-inch flanges on three sides with an overlap channel on the latch side.
 - a. Louvered Vents: No fewer than six louver openings at top and bottom of formed door lockers; 7 percent opening; pre-punched for padlock lock.
 - b. Rubber Bumpers: Provide two rubber bumpers for silent closing.
 - I. Box Locker Spring Latch: 0.060-inch, Identification Plates: Manufacturer's standard, black anodized laser-etched, aluminum plates, with numbers and letters at least 3/8-inch high.
 1. Locate number plate near center of each door.
 2. Owner to furnish numbering sequence.
 - J. Hooks: Manufacturer's standard ball-pointed, steel; zinc plated, two single ceiling hooks and one double ceiling hook in each locker opening.
 - K. Coat Rods: 3/4-inch- diameter steel, chrome finished.
 - L. Recess Trim: Fabricated from 0.048-inch, 18 gage, nominal-thickness steel sheet.
 - M. Filler Panels: Fabricated from 0.048-inch, 18 gage, nominal-thickness steel sheet.
 - N. Boxed End Panels: Fabricated from 0.060-inch nominal-thickness steel sheet.
 - O. Finished End Panels: Fabricated from 0.024-inch, 24 gage, nominal-thickness steel sheet to cover unused penetrations and fasteners, except for perimeter fasteners, at exposed ends of nonrecessed metal lockers; finished to match lockers.
 - P. Materials:
 1. Cold-Rolled Steel Sheet: ASTM A1008/A1008M, Commercial Steel (CS), Type B, suitable for exposed applications.
 2. Metallic-Coated Steel Sheet: ASTM A653/A653M, Commercial Steel (CS), Type B; with A60 zinc-iron, alloy (galvannealed) coating designation.
 3. Expanded Metal: ASTM F1267, Type II (flattened), Class I (uncoated), 3/4-inch steel mesh, with at least 70 percent open area.
 - Q. Finish: Baked polyester/TGIC (triglycidyl isocyanurate) powder coat on clean phosphatized and sealed unit substrates.
 1. Thickness: Minimum 2 mil.
 2. Color: As selected by Architect from manufacturer's full range.
- 2.2 LOCKS
- A. Combination Padlock: Provided by Owner.

2.3 LOCKER BENCHES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. AJW Architectural Products.
 - 2. DeBourgh Mfg. Co
 - 3. Penco Products, Inc.
- B. Provide bench units with overall assembly height of 17-1/2 inches.
- C. Bench Tops: Manufacturer's standard one-piece units, with rounded corners and edges.
 - 1. Size: Minimum 9-1/2 inches wide by 1-1/4 inches thick except provide 20- to 24-inch-wide tops where accessible benches are indicated.
 - 2. Laminated clear hardwood with one coat of clear sealer on all surfaces and one coat of clear lacquer on top and sides.
- D. Fixed-Bench Pedestals: Manufacturer's standard supports, with predrilled fastener holes for attaching bench top and anchoring to floor, complete with fasteners and anchors.
 - 1. Color: As selected by Architect from manufacturer's full range.
- E. Materials:
 - 1. Stainless Steel Plate, Sheet, and Strip: ASTM A240/A240M or ASTM A666, Type 304.
 - 2. Steel Tube: ASTM A500/A500M, cold rolled.

2.4 FABRICATION

- A. Fabricate metal lockers square, rigid, without warp, and with metal faces flat and free of dents or distortion. Make exposed metal edges safe to touch and free of sharp edges and burrs.
- B. Fabricate each metal locker with an individual door and frame; individual top, bottom, and back; and common intermediate uprights separating compartments.
- C. Equipment: Provide each locker with an identification plate and the following equipment:
 - 1. Open-Front Athletic Lockers: Two single-prong wall hooks bolted to locker back and coat rod.
- D. Welded Construction: Factory preassemble metal lockers by welding all joints, seams, and connections; with no bolts, nuts, screws, or rivets used in assembly of main locker groups. Factory weld main locker groups into one-piece structures. Grind exposed welds smooth and flush.
- E. Accessible Lockers: Fabricate as follows:
 - 1. Locate bottom shelf no lower than 15 inches above the floor.
 - 2. Where hooks, coat rods, or additional shelves are provided, locate no higher than 48 inches above the floor.

- F. Continuous Zee Base: Fabricated in lengths as long as practical to enclose base and base ends; finished to match lockers.
- G. Recess Trim: Fabricated with minimum 2-1/2-inch face width and in lengths as long as practical; finished to match lockers.
- H. Filler Panels: Fabricated in an unequal leg angle shape; finished to match lockers. Provide slip-joint filler angle formed to receive filler panel.
- I. Boxed End Panels: Fabricated with 1-inch-wide edge dimension, and designed for concealing fasteners and holes at exposed ends of nonrecessed metal lockers; finished to match lockers.
- J. Finished End Panels: Fabricated to conceal unused penetrations and fasteners, except for perimeter fasteners, at exposed ends of nonrecessed metal lockers; finished to match lockers.
- K. Center Dividers: Full-depth, vertical partitions between bottom and shelf; finished to match lockers.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install lockers level, plumb, and true; shim as required, using concealed shims.
 - 1. Anchor locker runs at ends and at intervals recommended by manufacturer, but not more than 36 inches o.c. Using concealed fasteners, install anchors through backup reinforcing plates, channels, or blocking as required to prevent metal distortion.
 - 2. Anchor single rows of metal lockers to walls near top and bottom of lockers.
 - 3. Anchor back-to-back metal lockers to floor.
- B. Welded Lockers: Connect groups together with manufacturer's standard fasteners, with no exposed fasteners on face frames.
- C. Trim: Fit exposed connections of trim, fillers, and closures accurately together to form tight, hairline joints, with concealed fasteners and splice plates.
 - 1. Attach recess trim to recessed metal lockers with concealed clips.
 - 2. Attach filler panels with concealed fasteners.
 - 3. Attach boxed end panels using concealed fasteners to conceal exposed ends of nonrecessed metal lockers.
 - 4. Attach finished end panels using fasteners only at perimeter to conceal exposed ends of nonrecessed metal lockers.
- D. Fixed Benches: Provide no fewer than two pedestals for each bench, uniformly spaced not more than 72 inches apart.

END OF SECTION 105113

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SECTION 123623.13 - PLASTIC-LAMINATE-CLAD COUNTERTOPS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Plastic-laminate-clad countertops.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For plastic-laminate-clad countertops.
 - 1. Apply AWI Quality Certification Program label to Shop Drawings.
- C. Samples: Plastic laminates in each type, color, pattern, and surface finish required.

1.3 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For the following:
 - 1. Composite wood products.
 - 2. High-pressure decorative laminate.
 - 3. Adhesives.
- B. Quality Standard Compliance Certificates: AWI Quality Certification Program.

1.4 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
 - 1. Shop Certification: AWI's Quality Certification Program accredited participant.
- B. Installer Qualifications: AWI's Quality Certification Program accredited participant.

PART 2 - PRODUCTS

2.1 PLASTIC-LAMINATE-CLAD COUNTERTOPS

- A. Quality Standard: Unless otherwise indicated, comply with the "Architectural Woodwork Standards" for grades of plastic-laminate-clad countertops indicated for construction, finishes, installation, and other requirements.
 - 1. Provide inspections of fabrication and installation together with labels and certificates from AWI certification program indicating that countertops comply with requirements of grades specified.
- B. Grade: Economy.
- C. High-Pressure Decorative Laminate: NEMA LD 3, Grade HGL.
- D. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Formica Corporation.
 - 2. Lamin-Art, Inc.
 - 3. Wilsonart LLC.
- E. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
 - 1. As indicated by manufacturer's designations.
 - 2. Match Architect's sample.
 - 3. As selected by Architect from manufacturer's full range in the following categories:
 - a. Solid colors, gloss finish.
 - b. Wood grains, gloss finish with grain running parallel to length of countertop.
 - c. Patterns, gloss finish.
- F. Edge Treatment: Same as laminate cladding on horizontal surfaces.
- G. Core Material: As selected by fabricator to comply with quality standard.
- H. Core Material at Sinks: exterior-grade plywood.
- I. Core Thickness: 1-1/8 inch.
 - 1. Build up countertop thickness to 1-1/2 inches at front, back, and ends with additional layers of core material laminated to top.
- J. Backer Sheet: Provide plastic-laminate backer sheet, NEMA LD 3, Grade BKL, on underside of countertop substrate.
- K. Paper Backing: Provide paper backing on underside of countertop substrate.

2.2 WOOD MATERIALS

- A. Wood Products: Provide materials that comply with requirements of referenced quality standard unless otherwise indicated.
 - 1. Wood Moisture Content: 5 to 10 percent.
- B. Composite Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of countertop and quality grade specified unless otherwise indicated.
 - 1. MDF: Medium-density fiberboard, ANSI A208.2, Grade 130.
 - 2. Particleboard: ANSI A208.1, Grade M-2.
 - 3. Softwood Plywood: DOC PS 1.

2.3 MISCELLANEOUS MATERIALS

- A. Adhesive for Bonding Plastic Laminate: Unpigmented contact cement.
 - 1. Adhesive for Bonding Edges: Hot-melt adhesive or adhesive specified above for faces.

2.4 FABRICATION

- A. Fabricate countertops to dimensions, profiles, and details indicated. Provide front and end overhang of 1 inch over base cabinets. Ease edges to radius indicated for the following:
 - 1. Solid-Wood (Lumber) Members: 1/16 inch unless otherwise indicated.
- B. Complete fabrication, including assembly, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Grade: Install countertops to comply with same grade as item to be installed.
- B. Assemble countertops and complete fabrication at Project site to the extent that it was not completed in the shop.
 - 1. Provide cutouts for appliances, plumbing fixtures, electrical work, and similar items. Locate openings accurately, and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.
- C. Field Jointing: Where possible, make in the same manner as shop jointing, using dowels, splines, adhesives, and fasteners recommended by manufacturer. Prepare edges to be joined in

shop so Project-site processing of top and edge surfaces is not required. Locate field joints where shown on Shop Drawings.

1. Secure field joints in countertops with concealed clamping devices located within 6 inches of front and back edges and at intervals not exceeding 24 inches. Tighten according to manufacturer's written instructions to exert a constant, heavy-clamping pressure at joints.
- D. Scribe and cut countertops to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
- E. Countertop Installation: Anchor securely by screwing through corner blocks of base cabinets or other supports into underside of countertop.
1. Install countertops level and true in line. Use concealed shims as required to maintain not more than a 1/8-inch-in-96-inches variation from a straight, level plane.
 2. Secure backsplashes to tops with concealed metal brackets at 16 inches o.c. and to walls with adhesive.
 3. Seal joints between countertop and backsplash, if any, and joints where countertop and backsplash abut walls with mildew-resistant silicone sealant or another permanently elastic sealing compound recommended by countertop material manufacturer.
- F. Protection: Provide Kraft paper or other suitable covering over countertop surfaces, taped to underside of countertop at a minimum of 48 inches o.c. Remove protection at Substantial Completion.

END OF SECTION 123623.13

SECTION 144200 - WHEELCHAIR LIFTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Vertical platform lifts.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For each lift.

1. Include plans, elevations, sections, attachment details, and required clearances.
2. Indicate dimensions, weights, loads, and points of load to building structure.
3. Include diagrams for power, signal, and control wiring.

C. Samples: For each exposed product and for each color and texture specified.

1.3 INFORMATIONAL SUBMITTALS

A. Product certificates.

B. Research reports.

C. Sample warranty.

1.4 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

B. Inspection and acceptance certificates and operating permits.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

1.6 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of lifts that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Three years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Accessibility Standard: Comply with applicable provisions in the USDOJ's "2010 ADA Standards for Accessible Design" and ICC A117.1.
- B. Regulatory Requirements: Comply with ASME A18.1, "Safety Standard for Platform Lifts and Stairway Chairlifts."

2.2 VERTICAL PLATFORM LIFT <Insert drawing designation>

- A. Vertical Platform Lift, General: Preengineered lift system.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Liftavator, Inc.
 - b. Ameriglide Hercules II (Basis of Design)
 - c. Lift-U.
- B. Platform Size: 42 by 54 inches.
- C. Door Operation and Clear Opening Width: Low-energy, power-operated doors that remain open for 20 seconds minimum; end door with minimum 32-inch clear opening width.
- D. Rated Speed: 10 fpm.
- E. Power Supply: Electric.
 - 1. Electrical Characteristics:
 - a. Horsepower: 1/3.
 - b. Voltage: 120-V ac, single phase, 60 Hz.
- F. Emergency Operation: Provide manual operation and battery power system to raise or lower unit to a landing in case of malfunction or power loss.
- G. Self-Supporting Unit: Support vertical loads of unit only at base, with lateral support only at landing levels.

- H. Partial Runway Enclosure: Manufacturer's standard enclosure assembly.
 - 1. Runway Enclosure: Rectangular steel-tube frame with flush steel-sheet panels.
 - 2. Runway-Enclosure Doors: Rectangular steel-tube frame with flush steel-sheet panels.
- I. Platform: Aluminum floor plate with nonskid surface texture.
- J. Platform Enclosure and Door: Extruded-aluminum frame with flush galvanized-steel-sheet panels.
- K. Accessories: Provide units with the following accessories:
 - 1. Fold-down seat with seatbelt.
 - 2. Lighting system within lift enclosures as selected by Architect from manufacturer's available products.

2.3 MATERIALS

- A. Steel Plates, Shapes, and Bars: ASTM A36/A36M.
- B. Steel Tubing: ASTM A500/A500M.
- C. Steel Pipe: ASTM A53/A53M; standard weight (Schedule 40) unless otherwise indicated or required by loads.
- D. Steel Sheet: ASTM A1008/A1008M, cold-rolled commercial steel (CS) or ASTM A1011/A1011M hot-rolled, commercial steel (CS); as required for each use.
- E. Galvanized-Steel Sheet: ASTM A653/A653M, G90 zinc coating.
- F. Galvanizing: Hot-dip galvanize items complying with the following:
 - 1. ASTM A123/A123M, for galvanizing steel and iron products.
 - 2. ASTM A153/A153M, for galvanizing steel and iron hardware.
- G. Aluminum: Alloy and temper recommended by aluminum producer and finisher for type of use, corrosion resistance, and finish indicated; manufacturer's standard strengths and thicknesses for type of use.
 - 1. Extruded Aluminum: ASTM B221.
 - 2. Aluminum Sheet and Plate: ASTM B209.
- H. Stainless-Steel Bars and Shapes: ASTM A276/A276M, Type 304.
- I. Stainless-Steel Tubing: ASTM A554, Grade MT-304.
- J. Stainless-Steel Sheet, Strip, and Plate: ASTM A240/A240M or ASTM A666, Type 304.
- K. Stainless-Steel Floor Plate: ASTM A793.
- L. Glass: Comply with requirements in Section 088000 "Glazing."

- M. Glass: [As indicated by manufacturer's designations] [Match Architect's sample] [As selected by Architect from manufacturer's full range] <Insert requirement> and complying with ASME A18.1.
- N. Acrylic Glazing: ASTM D4802, Category A-1 (cell-cast) or Category A-2 (continuous cast), Finish 1 (smooth or polished), clear or tinted as indicated.
- O. Inserts: Furnish required concrete and masonry inserts and similar anchorage devices for installing structural members, guide rails, machines, and other lift components where installation of devices is specified in another Section.
- P. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107/C1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.

2.4 FASTENERS

- A. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC193 as appropriate for the substrate.
 - 1. Material for Interior Locations: Carbon-steel components zinc-plated to comply with ASTM B633 or ASTM F1941 (ASTM F1941M), Class Fe/Zn 5, unless otherwise indicated.

2.5 FINISHES

- A. Steel Factory Finish: Manufacturer's standard baked-enamel or powder-coat finish.
 - 1. Color and Gloss: As selected by Architect from manufacturer's full range.
- B. Aluminum Finishes:
 - 1. Clear Anodic Finish: AAMA 611, AA-M12C22A31, Class II, 0.010 mm or thicker.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Minimum Headroom Clearance: Verify that installed lift will have a minimum headroom of 80 inches above any point on platform floor at any point of travel.
- B. Minimum Headroom Clearance: Verify that installed lift will have a minimum headroom of 79 inches at any point during travel.

3.2 INSTALLATION

- A. General: Comply with ASME A18.1 and manufacturer's written instructions for installation of lifts unless otherwise indicated.
- B. Wiring Method: Conceal conductors and cables within housings of units or building construction. Do not install conduit exposed to view in finished spaces.
- C. Coordinate runway doors with platform travel and positioning, for accurate alignment and minimum clearance between platforms, runway doors, sills, and door frames.
- D. Position sills accurately and fill space under sills solidly with nonshrink, nonmetallic grout.
- E. Coordinate platform doors with platform travel and positioning.
- F. Adjust stops for accurate stopping at each landing.
- G. Adjust retractable ramps to meet maximum allowable slope and change-in-elevation requirements, and to lie fully against landing surfaces.
- H. Lubricate operating parts of lift, including drive mechanism, guide rails, hinges, safety devices, and hardware.

3.3 FIELD QUALITY CONTROL

- A. Acceptance Testing: On completion of lift installation and before permitting use of lifts, perform acceptance tests as required and recommended by ASME A18.1 and authorities having jurisdiction.
- B. Operating Test: In addition to acceptance testing, load lifts to rated capacity and operate continuously for 30 minutes between lowest and highest landings served. Readjust stops, signal equipment, and other devices for accurate stopping and operation of system.

3.4 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain lifts. Include a review of emergency systems and emergency procedures to be followed at time of operational failure and other building emergencies.
- B. Check operation of lifts with Owner's personnel present and before date of Substantial Completion. Determine that operating systems and devices are functioning properly.
- C. Check operation of lifts with Owner's personnel present not more than one month before end of warranty period. Determine that operating systems and devices are functioning properly.

END OF SECTION 144200