

# PROJECT MANUAL

**PRE-BID SITE VISIT SCHEDULED**

**ON NOVEMBER 21, 2024**

SEE ADVERTISEMENT FOR BIDS INSIDE

**PROJECT NO. Q1858 - C**

**CONSTRUCTION WORK**

**REPLACE ROOF**

**DOT REGION 8, ORANGE COUNTY**

**112 DICKSON STREET**

**NEWBURGH, NY**

**SEPTEMBER 20, 2024**

KATHY HOCHUL  
Governor

JEANETTE M. MOY  
Commissioner



**Office of  
General Services**

**PROJECT NO. Q1858 - C**  
**CONSTRUCTION WORK**

**PREPARED BY**  
**FELLENZER ENGINEERING, LLP**

**Replace Roof**  
**DOT Region 8, Orange County**  
**112 Dickson Street**  
**Newburgh, NY 12550**



**9-20-24**

**CLIENT: OGS Design & Construction**  
**Division of Designs**

**PROJECT TEAM LEADER: Michael McCullen**

**ASBESTOS PROJECT DESIGNER:**  
**ADELAIDE ENVIRONMENTAL HEALTH**  
**ASBESTOS DESIGNER – PAUL R. CHECCO, AIA**  
**CERT # 23-61KFG-SHAB**

**PREPARED FOR**  
State of New York  
Office of General Services  
35<sup>th</sup> Floor, Corning Tower  
The Governor Nelson A. Rockefeller  
Empire State Plaza  
Albany, NY 12242  
Phone (518) 474-0203  
FAX (518) 473-7862

 08/31/2026 Registration Expiration Date	Affix Seal  Registration Expiration Date	Affix Seal JOHN D. FELLENZER, P.E.  NY PROFESSIONAL ENGINEER NO. 069373-1 September 30, 2025 Registration Expiration Date
---	--	--

NOTE:....THE OFFICE OF GENERAL SERVICES REQUIRES GOOD FAITH EFFORTS ON THE PART OF ITS CONTRACTORS TO SOLICIT AND OBTAIN THE PARTICIPATION OF MINORITIES AND WOMEN AS SUBCONTRACTORS, AND EMPLOYEES IN ITS PROGRAMS.

## **TABLE OF CONTENTS**

### **PROCUREMENT AND CONTRACTING REQUIREMENTS GROUP**

#### **DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS**

##### **INTRODUCTORY INFORMATION**

###### **Document Number and Title**

000101	Title Page (Cover)
000105	Certification Page
000110	Table Of Contents
000115	List Of Drawings

##### **BIDDING REQUIREMENTS**

###### **Document Number and Title**

001114	Advertisement For Bids
002113	Instructions To Bidders
002213	Supplementary Instructions To Bidders – MWBE-EEO
002216	Supplementary Instructions To Bidders – Asbestos Projects
002218	Supplementary Instructions To Bidders – Pre-Bid Site Visit
002219	Supplementary Instructions To Bidders – Qualifications Of Bidders
003126	Existing Hazardous Material Information
004113	Bid Form Standard Form
004313	Form Of Bid Bond – Bid Security
004314	New York State Surety Bond
006517	DCA-3 Offerer Disclosure Of Prior Non-Responsibility Determinations

##### **CONTRACTING REQUIREMENTS**

###### **Document Number and Title**

007213	General Conditions
007305	Supplementary Conditions – Liquidated Damages
007306	Supplementary Conditions – Warranty Extension
007307	Supplementary Conditions – MWBE-EEO
007310	Supplementary Conditions – Contractor’s Supervision
007311	Supplementary Conditions – Payments
007322	Supplementary Conditions – Worker’s Compensation
007323	Supplementary Conditions – Vendor Responsibility
007324	Supplementary Conditions - Encouraging Use of New York State Businesses in Contract Performance
007326	Supplementary Conditions - Orders on Contract (Change Orders)
007327	Supplementary Conditions – SDVOB

## **SPECIFICATIONS GROUP**

### **GENERAL REQUIREMENTS SUBGROUP**

#### **DIVISION 01 – GENERAL REQUIREMENTS**

##### **Section Number and Title**

011000	Summary of The Work
011100	Safety
012100	Allowances
012200	Cost Computations
013000	Administrative Requirements
013113	Project Planning and Scheduling
013119	Project Meetings
013300	Submittals
014100	Regulatory Requirements
014216	Definitions
014339	Mockup Requirements
015000	Construction Facilities & Temporary Controls
016500	Materials And Equipment
017329	Removals Cutting And Patching
017419	Contractor Construction Waste Management Report
017716	Contract Closeout

### **FACILITY CONSTRUCTION SUBGROUP**

#### **DIVISION 02 – EXISTING CONDITIONS**

##### **Section Number and Title**

028003	Disposal of Non-Hazardous Industrial-Commercial Waste
028213	Asbestos Abatement
028304	Handling of Lead Containing Materials

#### **DIVISION 03 – CONCRETE**

##### **Section Number and Title**

033001	Cast-In-Place Concrete
--------	------------------------

#### **DIVISION 04 – MASONRY**

##### **Section Number and Title**

040121	Masonry Restoration
040123	Masonry Cleaning
040513	Mortar And Masonry Grout
042113	Brick Masonry



042200 Concrete Unit Masonry

## **DIVISION 05 – METALS**

### **Section Number and Title**

053100 Fluted Steel Decks

055000 Metal Fabrications

## **DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES**

### **Section Number and Title**

061000 Rough Carpentry

061053 Wood Nailers And Blocking

## **DIVISION 07 – THERMAL AND MOISTURE PROTECTION**

### **Section Number and Title**

075323 Adhered EPDM Roofing System

076000 Flashing And Trim

078400 Firestopping

079200 Joint Sealers

## **DIVISION 09 – FINISHES**

### **Section Number and Title**

099101 Construction Painting

## **DIVISION 10 – SPECIALTIES**

### **Section Number and Title**

102613 Wall and Corner Guards

## **DIVISION 22 – PLUMBING**

### **Section Number and Title**

220529 Pipe Hangers And Supports

220800 Cleaning And Testing

221100 Plumbing Piping

221426 Roof Drains

## **DIVISION 34 – TRANSPORTATION**

### **Section Number and Title**

347115 Steel Pipe Bollards

## **APPENDIX**

BDC-328 Utilization Plan  
BDC-329 Contractor's List of Subcontractors-Suppliers  
BDC-406.1 Statement Of Special Inspections  
Contractor Construction Waste Management Reporting Form  
DOT Region 8-Orange County (OGS #Q1858) Insp Rpt 07.12.2024  
Prevailing Rate Case  
Sample Firestop Schedule  
Schedule of Submittals (SOS)  
SDVOB\_100 Utilization Plan  
SDVOB\_101 Instructions  
SDVOB\_101 Monthly Compliance Report  
SDVOB\_200 Waiver Form

**END OF TABLE OF CONTENTS**

## **LIST OF DRAWINGS**

### **1.01 DRAWINGS**

- A. The Contract Drawings, which accompany this Project Manual and form a part of the Contract Documents, are listed on the Title Sheet of the Drawings.

**END OF LIST**

## ADVERTISEMENT FOR BIDS

Sealed bids for Project No. Q1858-C, comprising of a contract for Construction Work, Replace Roof, DOT Region 8, Orange County, 112 Dickson Street, Newburgh (Orange County), NY, will be received by the Office of General Services (OGS), Design & Construction Group (D&C), Division of Contract Management, 35th Fl., Corning Tower, Empire State Plaza, Albany, NY 12242, on behalf of the Department of Transportation, until 2:00 p.m. on Wednesday, December 4, 2024, when they will be publicly opened and read. Each bid must be prepared and submitted in accordance with the Instructions to Bidders and must be accompanied by a bid security (i.e. certified check, bank check, or bid bond in the amount of \$39,600 for C).

All successful bidders will be required to furnish a Performance Bond and a Labor and Material Bond pursuant to Sections 136 and 137 of the State Finance Law, each for 100% of the amount of the Contract estimated to be between \$1,000,000 and \$2,000,000 for C.

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OGS D&C and a bidder during the procurement process. A bidder is restricted from making contacts from the earliest posting on the OGS website, in a newspaper of general circulation, or in the Contract Reporter, of written notice, advertisement or solicitation of offers, through final award and approval of the contract by OGS D&C and the Office of the State Comptroller ("Restricted Period") to other than designated staff, unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff are Kimberly Belden, Catherine Skaczkowski, Jessica Hoffman, and Pierre Alric in the Division of Contract Management, telephone (518) 474-0203, fax (518) 473-7862. OGS D&C employees are also required to obtain certain information when contacted during the restricted period and to make a determination of the responsibility of the bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the bidder is debarred from obtaining governmental Procurement Contracts. Bidders responding to this Advertisement must familiarize themselves with the State Finance Law requirements and will be expected to affirm that they understand and agree to comply on the bid form. Further information about these requirements can be found within the project manual or at: <https://ogs.ny.gov/ACPL/>

Pursuant to Public Buildings Law § 8(6), effective January 11, 2020, for any projects where the project design commenced on or after January 1, 2020 and for any contracts over \$5,000 for the work of construction, reconstruction, alteration, repair, or improvement of any State building, a responsible and reliable NYS-certified Minority or Women-Owned Business Enterprise that submits a bid within ten percent of the lowest bid will be deemed the apparent low bidder provided that the bid is \$1,628,283 or less, adjusted annually for inflation as of March 1, 2024. If more than one responsible and reliable MWBE firm meets these requirements, the MWBE firm with the lowest bid will be deemed the apparent low bidder.

Project commenced design before January 1, 2020. Not subject to provision.  
XX Project commenced design on or after January 1, 2020. Subject to provision.

The substantial completion date for this project is 255 days after the Agreement is approved by the Comptroller.

The only time prospective bidders will be allowed to visit the job site to take field measurements and examine existing conditions of the project area will be at 11:00 a.m. on November 21, 2024, at the New York State DOT Residency, 112 Dickson Street, Newburgh, NY. Prospective bidders are urged, but not mandated, to visit the site at this time. Prospective bidders or their representatives attending the pre-bid site visit will not be admitted on facility grounds without proper photo identification. Note that parking restrictions and security provisions will apply, and all vehicles will be subject to search. Refer to Document 002218 for any additional requirements for attendance at the pre-bid site visit.

Phone the office of John Dibble (973-600-8763) a minimum of 48 hours in advance of the date to provide the names of those who will attend the pre-bid site visit. Only contractors that schedule a visit at least 48 hours in advance will be allowed to participate in the pre-bid site visit.

Pursuant to New York State Executive Law Article 15-A and the rules and regulations promulgated thereunder, OGS is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of OGS contracts. All bidders are expected to cooperate in implementing this policy. OGS hereby establishes an overall goal of 30% for MWBE participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). The total contract goal can be obtained by utilizing any combination of MBE and/or WBE participation for subcontracting and supplies acquired under this Contract. Trades with 0% goals are encouraged to make "good faith efforts" to promote and assist in the participation of MWBEs on the Contract for the provision of services and materials.

Article 3 of the Veteran's Services Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"). Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles. OGS hereby establishes overall goals for SDVOBs' participation under this contract as follows: 3% for the C trade contractor, based on the current availability of qualified SDVOBs. Trades with 0% goals are encouraged to make "good faith efforts" to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials.

The Office of General Services reserves the right to reject any or all bids.

The Bidding and Contract Documents for this Project are available for viewing, downloading, and Electronic Bidding from OGS Design & Construction's Electronic Bidding service, Bid Express.

Registration along with viewing, downloading, and electronic bidding can be accessed at the following link: <http://www.bidexpress.com>

For questions about downloading of bid documents, please send an e-mail to [support@bidexpress.com](mailto:support@bidexpress.com), or call the Bid Express toll-free number at (888) 352-2439.

For all other questions, please send an email to [DCPlans@ogs.ny.gov](mailto:DCPlans@ogs.ny.gov), or call (518) 474-0203.

For additional information on this project, please use the link below and then click on the project number:

<https://online.ogs.ny.gov/dnc/contractorConsultant/esb/ESBPlansAvailableIndex.asp>.

OGS Design & Construction Group

END OF INFORMATION

## **DOCUMENT 002113**

### **INSTRUCTIONS TO BIDDERS**

#### **1. EXAMINATION OF DOCUMENTS**

- 1.1. Carefully examine and be familiar with the Bidding and Contract Documents.
- 1.2. Examine information concerning subsurface or other latent physical conditions. It is presented in good faith but is not intended as a substitute for personal investigation, interpretations, or judgment of the Contractor.

#### **2. VISIT TO THE SITE**

- 2.1. For projects that include Document 002218, visit the Site of the Work prior to submitting your bid. Refer to the Advertisement for Bids for any special instructions.
- 2.2. Become familiar with restrictions and regulations established by the facility. Existing restrictions and regulations will not be considered as grounds for any additional cost over the Contract sum.
- 2.3. Assume the risk of encountering any subsurface or other latent physical condition that can be reasonably anticipated on the basis of documentary information provided by the State and from inspection and examination of the Site.
- 2.4. Interpretations of contract documents by facility personnel are not binding.

#### **3. DESIGNATED, PERMISSIBLE, IMPERMISSIBLE CONTACTS AND QUESTIONS**

- 3.1. The designated contacts during the restricted period for this procurement will be:
  - Kimberly Belden, Contract Awards Unit, telephone – (518) 474-0203, fax – (518) 473-7862
  - Catherine Skaczkowski, Contract Awards Unit, telephone – (518) 474-0203, fax – (518) 473-7862
  - Jessica Hoffman, Assistant Director, Contract Management, telephone – (518) 474-0203
  - Pierre Alric, Director, Contract Management, telephone – (518) 474-0201
- 3.2. State Finance Law §139-j recognizes a series of permissible contacts that can go to other than the designated contacts, as follows:
  - 3.2.1. The submission of written proposals in response to a request for proposals, invitation for bids or any other method for soliciting a response from offerers intending to result in a procurement contract.
  - 3.2.2. The submission of written questions to a designated contact set forth in a request for proposals, or invitation for bids, or any other method for soliciting a response from offerers intending to result in a procurement contract, when all written questions and responses are to be disseminated to all offerers who have expressed an interest in the request for proposals, or invitation for bids, or any other method for soliciting a response from offerers intending to result in a procurement contract.
  - 3.2.3. Participation in a conference provided for in a request for proposals, invitation for bids, or any other method for soliciting a response from offerers intending to result in the procurement contract.
  - 3.2.4. Complaints by an offerer regarding the failure of the person or persons designated by the procuring governmental entity pursuant to this section to respond in a timely manner to authorized offerer contacts made in writing to the office of general counsel of the procuring governmental entity, provided that any such written complaints shall become a part of the procurement record.
  - 3.2.5. Offerers who have been tentatively awarded a contract and are engaged in communication with a governmental entity solely for the purpose of negotiating the terms of the procurement contract after being notified of tentative award.
  - 3.2.6. Contacts between designated governmental staff of the procuring governmental entity and an offerer to request the review of a procurement contract award.

- 3.2.7. Contacts by offerers in protests, appeals or other review proceedings (including the apparent successful bidder or proposer and his or her representatives) before the governmental entity conducting the procurement seeking a final administrative determination, or in a subsequent judicial proceeding.
- 3.2.8. Complaints of alleged improper conduct in a governmental procurement to the attorney general, inspector general, district attorney, or court of competent jurisdiction.
- 3.2.9. Written protests, appeals, or complaints to the New York State Office of the State Comptroller (OSC) during the process of contract approval, where OSC's approval is required by law, and where such communications and any response thereto are made in writing and shall be entered in the procurement record pursuant to §163 of the State Finance Law.
- 3.2.10. Complaints of alleged improper conduct in a governmental procurement conducted by a municipal agency or local legislative body to OSC's office.
- 3.2.11. Permissible Contacts are only with the procuring agency unless specifically excepted.
- 3.3. Impermissible contacts include those that a reasonable person would infer are intended to influence a governmental procurement and occur during the restricted period of a governmental procurement between the offerer and any member, officer or employee of any governmental entity; provided, however, that nothing in this section shall be deemed to prohibit an offerer from communicating with a member of the state legislature or legislative staff about a governmental procurement. Contacting a person or entity other than the designated contact person during the restricted period, when such contact does not fall within one of the exemptions, is also an impermissible contact.

Direct all questions regarding the intent or meaning of the drawings or specifications to the Office of General Services (OGS) website at:

<https://online.ogs.ny.gov/dnc/contractorConsultant/esb/esbplansavailableindex.asp>

From this web page, first click on the project number link, then on the **Review/Submit Bid Questions** link, and then submit the question for the appropriate trade. All responses to appropriate pre-bid inquiries will be communicated via the OGS website. Those inquiries resulting in clarification and or changes to the bid documents will be communicated by Addenda to all persons who have obtained drawings and specifications.

- 3.4. Pre-bid inquiries answered by means other than Addenda will not be binding.

#### **4. PREPARATION OF BIDS**

- 4.1. **For electronic bids:** Prepare and submit bid using OGS Design & Construction's Electronic Bidding service, Bid Express®. Registration along with viewing, downloading, and electronic bidding can be accessed at the following website: <http://www.bidexpress.com>.
  - 4.1.1. Prepare each bid on the official form furnished by the State within the Bid Express® website. Fill in all blank spaces. An incomplete entry may disqualify the bid in its entirety. No post bid meetings will be afforded to any bidder to explain or clarify an incomplete bid or entry omission(s).
  - 4.1.2. Bidders must be registered with Bid Express® in advance. Bidders not previously registered with Bid Express® must complete a one-time registration for a user account. There is no cost to register, to view/download bid documents, or to submit a bid. Vendors can select 'Pay per solicitation (non-member)' when registering.
  - 4.1.3. Bid Security is required in accordance with the BID SECURITY INFORMATION section within this document. Bidders must be registered with a Bid Express® approved bonding service in advance. Bidders not already registered must register with a Bid Express® approved bonding service, and shall refer to the instructions contained in the BID SECURITY INFORMATION section within this document.
  - 4.1.4. Bidders must establish an Infotech® Digital ID in advance. The Infotech® Digital ID application process may take up to seven business days to complete. Refer to <http://www.bidexpress.com> for guidance on the application for and installation of Digital IDs. The Digital ID is an electronic tool that allows users to digitally sign bids, contracts, and forms. Digital IDs are used as part of a secure method of maintaining confidentiality and identity verification within the Bid Express® service.

- 4.2. **For paper bids:** Prepare each bid on the official form furnished by the State.
- 4.2.1. Make no erasures, cross-outs, whiteouts, write-overs, obliterations, or changes of any kind in the Bid Form phraseology, in the entry of unit prices, or anywhere on the Bid Form.
  - 4.2.2. Fill in all blank spaces legibly. An illegible entry may disqualify the bid in its entirety. If a mistake is made, use a new Bid Form. No post bid meetings will be afforded to any bidder to explain or clarify illegible or changed entries.
  - 4.2.3. Sign the Bid Form in the space provided. An officer or a principal of a corporation or a partnership signing for the bidder shall print or type the legal name of the person, partnership, or corporation on the line provided and place his/her signature after "SIGN BID HERE". The same procedure shall apply to the bid of joint venture by two or more firms, except that the signature and title of an officer or a principal of each member firm of the joint venture shall be required. All signatures must be original. Mechanically reproduced signatures, stamps, or copies are not acceptable. Submitted Bid Forms that do not conform to these requirements will be disqualified.
- 4.3. For paper or electronic bids, if the Project Manual contains Section 012300 - Alternates, indicate the amounts to be added to or deducted from the base bid in the spaces provided on the Bid Form. If the Work is to be performed at no change in cost, indicate "0". Any bid which fails to indicate an amount for each alternate will be held to be informal and may be rejected.
- 4.4. For paper or electronic bids, note in the space designated on the Bid Form, each Addenda by numbers, which have been issued.
- 4.4.1. For paper bids: If no Addenda have been issued, insert the word "NONE" in the space designated on the Bid Form.
- 4.5. All bidders must complete a form DCA-3 – Offerer Disclosure of Prior Non-Responsibility Determinations and submit it with their Bid.
- 4.5.1. For electronic bids: Complete and submit form DCA-3 within the Bid Express® website. Fill in all blank spaces.
  - 4.5.2. For paper bids: Complete paper form DCA-3 and include it with the Bid Form. Fill in all blank spaces.
- 4.6. All bids, regardless of dollar value, must include the cost of Labor and Material and Performance Bonds.

## 5. **BID SECURITY INFORMATION**

- 5.1. Bid security is required as a guarantee that the bidder will enter into the Contract and furnish a satisfactory Performance Bond and Labor and Material Bond within the time specified on the Bid Form. Submit bid security in the amount indicated in the Advertisement for Bids in one of the following forms:
- 5.1.1. Certified check or bank check drawn upon a legally incorporated bank or trust company (payable to the Office of General Services).
  - 5.1.2. Bid Bond on OGS Form 004313 to be issued by a Surety licensed in the State of New York.
    - 5.1.2.1. **For electronic bids:** Electronic bid bond furnished by a Bid Express® approved bonding service is required for an Electronic Bid. Vendors must be registered with a Bid Express® approved bonding service. Refer to <http://www.bidexpress.com> for guidance and registration information. Vendors not already registered must complete a one-time registration with a Bid Express® approved bonding service. At the time of this publication, the Bid Express® approved bonding services are Tinubu at <https://www.tinubu.com>, or Surety2000 at <https://surety2000.com>. Allow sufficient time for account registration and bond processing prior to the bid due date noted in the Advertisement for Bids.

- 5.1.2.2. **For paper bids:** Sign the bid bond in the space provided. An officer or a principal of a corporation or a partnership signing for the bidder shall print or type the legal name of the person, partnership, or corporation on the line provided and place his/her signature above "Principal". The same procedure shall apply to the bid security of a joint venture by two or more firms, except that the signature and title of an officer or a principal of each member firm of the joint venture shall be required. The same procedure shall apply to the signature for the Attorney-in-Fact. All signatures must be original. Electronic, mechanically-reproduced or stamped signatures, or copies, are not acceptable for either signature. Submitted Bid Security that does not conform to these requirements will be disqualified.
- 5.2. Upon submission of a certified check or bank check, the bid security of the successful bidder will be returned (check issued by OSC) pending acceptance of the required bonds and the execution of Contract. The second low bidder's bid security will be returned after the successful bidder executes the Contract or with the submission of an approved Substitute Bid Bond on the Design and Construction form. The bid security of all other bidders with a bid security in the form of checks will be returned as soon as possible after the apparent low bidder has been determined.
- 5.3. Bid Bonds submitted as bid security will not be automatically returned to the bidder. Firms requesting to have bonds returned may do so in writing provided they are not the first or second low bidder prior to award. Only those requests made in writing, directed to the Contract Awards Unit, shall be considered for return.

## **6. SUBMISSION OF BID**

- 6.1. Do not submit both electronic and paper bids. If both an electronic bid from Bid Express® and a paper bid are received from the same contractor, the electronic bid from Bid Express® will prevail, and the paper bid(s) will be disqualified.
- 6.2. Submit Bid Form, Bid Security and Form DCA-3 – *Offerer Disclosure of Prior Non-Responsibility Determinations*.
- 6.2.1. **For electronic bids:** Complete and submit within Bid Express®.
- 6.2.1.1. Within Bid Express®, select the procurement from the 'Solicitations' tab and click 'Select For Bidding'. Fill in all blank spaces.
- 6.2.1.2. In accordance with the BID SECURITY INFORMATION section contained within this document, coordinate with a Surety Agent to obtain a Bond ID from one of the Bid Express® approved bonding services. Refer to the instructions in the BID SECURITY INFORMATION section of this document. Complete the Bid Bond information section within Bid Express® and click 'Verify Bid Bond'. Failure to submit a valid Bond ID from an approved electronic bonding service for a bond of the specified value may result in automatic bid disqualification.
- 6.2.1.3. Click 'Check Bid' and resolve any errors. Click 'Submit Bid'. Sign the electronic bid form using a Bid Express® approved digital ID by clicking 'Submit Bid'.
- 6.2.2. **For paper bids:** Provide bid in a sealed envelope addressed to:
- NYS Office of General Services – Design & Construction Group, Division of Contract Management, Contract Awards Unit, 35th Floor, Corning Tower, Albany, NY 12242**
- Exterior of sealed envelope shall include the words "SEALED BID ENCLOSED", Project Number and Trade Designation of Bid, Bid Due Date, Company Name, Address and Federal ID Number.
- 6.2.3. Telephone, email, fax, or electronic bids other than electronic bids submitted within Bid Express® will not be accepted.
- 6.3. All bids must be received before the time specified, and at the place designated for the receipt of bids.
- 6.4. Late Bids:
- 6.4.1. Electronic bids cannot be accepted after the due date and time.



- 6.4.2. Paper bids received after the due date and time will be returned unopened with notification of the reason for its refusal.
- 6.4.3. A late paper bid will be considered if: (1) its arrival at the place designated after the time specified can be shown by documentary or other proofs to be due to mishandling by OGS and (2) that absent such mishandling, the bid would have arrived timely. Delays in the mail or any other means of transmittal, including couriers or agents of the State, other than employees of OGS will not suffice to excuse late arrival of the bid.

## 7. MODIFICATION OF BID

### 7.1. Bid Modifications By Amendment:

- 7.1.1. **For Modification to Electronic Bids:** Electronic bids may be modified on Bid Express® up to the deadline for receipt of bids. To modify your bid, access your bid in Bid Express®, modify applicable component(s), select Submit Bid to update the bid. Refer to the Submission Status to confirm the Last Submitted date and time. Only the submitted bid will be considered.
- 7.1.2. **For Modification to Paper Bids:** Modifications by amendment will only be considered on condition that the amendment arrives before the time specified and at the place designated for receipt of bids, and
  - 7.1.2.1. The amendment is in writing and executed by a principal of the bidder firm, and
  - 7.1.2.2. The bid, as amended, conforms in all respects with the Contract Documents. Bidders may mail or fax their bid modifications. Fax bid modifications to (518) 473-7862. Bidders may use a bid modification to acknowledge addenda and/or change the bid amount. Bid modifications received by fax must be on company letterhead and signed by a principal of the bidder firm. DO NOT use the OGS Bid Form to submit bid modifications by fax. Indicate any amounts to be added to or deducted from any part of the bid amount with the words “ADD” or “DEDUCT” next to the amount. The only amounts listed on a faxed bid modification should be the amounts to be added or deducted. **DO NOT expose the new bid amount on the faxed bid modification.** If the bid amount is shown on the faxed bid modification, or otherwise exposed at any time before the bid opening, the bid will be disqualified.

## 8. WITHDRAWAL OF BID

- 8.1. A bid may be withdrawn at any time prior to the time specified for receipt of bids.
  - 8.1.1. For electronic bids, bidders can withdraw their bids on Bid Express® up to the time specified for receipt of bids.
  - 8.1.2. For paper bids, should a bidder decide to withdraw its bid before the bid opening, the request must be prepared on company letterhead, signed by a principal of the bidder firm, and faxed to (518) 473-7862, or hand-delivered or mailed to the Contract Awards Unit at the place designated for receipt of bids. OGS will e-mail an acknowledgment of the withdrawal request that includes an indication that the unopened bid will be returned. Should the withdrawal request be in error, the bidder must call the Contract Awards Unit at (518) 474-0203 immediately. The unopened bid will be returned by mail to the bidder.
- 8.2. Not more than 7 calendar days after the bid opening or a scheduled pre-award meeting, whichever comes later, a low bidder may request the withdrawal of its bid based on a mistake. The request must be submitted via certified or registered mail to the address in Paragraph 6.2.2 of these Instructions to Bidders. The Contracting Officer may conduct or have conducted on his/her behalf a fact-finding proceeding to develop information concerning the request for withdrawal. A request for withdrawal of a bid made after the specified number of days allowed shall result in forfeiture of the bid security.
- 8.3. Following a timely request for withdrawal of a bid, the bid security will be returned if the bidder establishes by credible evidence, including original documents when requested, the following:
  - 8.3.1. An error, clerical as opposed to judgmental in nature and verifiable by written evidence, occurred in the computation of the bid,

- 8.3.2. The error constitutes either an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor and/or material from the final bid computation,
- 8.3.3. The absence of gross negligence in the preparation of the bid. For the purposes of this subparagraph, gross negligence may include,
- i) the apparent failure of a bidder to account for two or more categories (divisions) of work,
  - ii) the use of multiple erroneous quotations from subcontractors or suppliers,
  - iii) submission to the Contracting Officer of a bid withdrawal request within the preceding six (6) months.
- 8.4. If the bidder fails to meet its burden of proof, the request to withdraw without penalty shall be denied and its bid security will be forfeited and become the property of the State. The decision of the Contracting Officer shall be final and conclusive.
- 8.5. Once a request to withdraw is made, the bidder is ineligible for award. The Contracting Officer shall continue to progress the award process considering only the remaining bids.

## **9. DISQUALIFICATION**

- 9.1. Any bid which fails to conform to the requirements of the Bidding and Contract Documents may be rejected.
- 9.2. The Commissioner may waive any informality or afford the bidder an opportunity to remedy any deficiency resulting from a minor informality or irregularity.
- 9.3. The State reserves the right to disqualify bidders, before or after bid opening, upon evidence of collusion with third parties or other illegal practices upon the part of the bidder.
- 9.4. Bidders may review the list of common Bid Informalities and Bid Disqualifications at:

<https://online.ogs.ny.gov/dnc/contractorConsultant/esb/informalitylist.asp>

## **10. GOVERNING LAWS AND REGULATIONS ADMINISTERED BY OTHER DEPARTMENTS**

- 10.1. Taxes: All taxes pertaining to the Work must be paid. Address inquiries regarding taxes to the Tax Collecting Agency. For information regarding sales and use taxes contact the Sales Tax Bureau, Department of Taxation and Finance.
- 10.2. While all applicable laws, rules and regulations of the State of New York are incorporated by reference in this Contract, take special note of the provisions of the Labor Law and Industrial Code Rule 23 relative to the safety of workers and of persons lawfully occupying or using the premises. Address inquiries regarding labor law provisions to the New York State Department of Labor.
- 10.3. Anti-Discrimination Clause: Discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status is prohibited.

## **11. OPENING OF BIDS**

Bids will be opened as announced in the Advertisement for Bids.

## **12. DETERMINATION OF CONTRACTOR'S RESPONSIBILITY**

- 12.1. The State Public Buildings Law requires that contracts for public work in the State of New York be awarded to the lowest responsible and reliable bidders as will best promote the public interest.
- 12.2. Each apparent low bidder, and each proposed subcontractor (for subcontract work of \$100,000 or more) will be required to submit form CCA-2 - *New York State Vendor Responsibility Questionnaire For Profit Construction* prior to contract award or subcontractor approval. OGS reserves the right to request CCA-2 forms from proposed subcontractors for work of less than \$100,000 if it is determined to be in the best interest of the State. Submission of these forms will assist the State in determining the responsibility and reliability of the vendor.

OGS recommends that vendors file the required CCA-2 form online via the New York State VendRep System. Use of this system requires that the vendor have a New York State Vendor Identification Number (Vendor ID). Please note that the Vendor ID is not the Taxpayer ID number.

If bidders do not already have a Vendor ID, they are encouraged to obtain one *in advance* of the bid opening.

**To obtain a Vendor ID, contact the OSC Help Desk at 866-370-4672 or 518-408-4672, or by e-mail at [ITServiceDesk@osc.state.ny.us](mailto:ITServiceDesk@osc.state.ny.us).**

To enroll in and use the VendRep System, see the **VendRep System** page at:

[http://www.osc.state.ny.us/vendrep/info\\_vrsystem.htm](http://www.osc.state.ny.us/vendrep/info_vrsystem.htm)

If you already have a User ID and password, go directly to the VendRep System online at:

<https://www.osc.state.ny.us/state-vendors/vendrep/file-your-vendor-responsibility-questionnaire> For direct VendRep System user assistance, contact the OSC Help Desk; the help desk phone numbers and e-mail address are shown above.

Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website at [http://www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us/vendrep/forms_vendor.htm) or may telephone the OSC Help Desk.

- 12.3. After the bids are opened, the apparent low bidder shall complete and file the CCA-2 within 5 days. Vendors using the online system may certify (or recertify) and file the CCA-2 electronically via the VendRep System <https://www.osc.state.ny.us/state-vendors/vendrep/file-your-vendor-responsibility-questionnaire>
- 12.4. It is recommended that all bidders become familiar *in advance* with all of the requirements of the CCA-2. As mentioned in 12.2, bidders who do not have a Vendor ID are encouraged to obtain one in advance of the bid opening.
- 12.5. All bidders must submit a completed form DCA-3 - *Offerer Disclosure of Prior Non-Responsibility Determinations* along with their Bid Form.
- 12.6. The determination of responsibility will include a review to ensure the Contractor has not knowingly and willfully violated the provisions of the Procurement Lobby Law or New York State Finance Law §139-j and §139-k.
- 12.7. New York State Finance Law §139-k (2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, a Contractor must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity.
- 12.8. As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether a Contractor fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no procurement contract shall be awarded to any Contractor that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary time frame.

### **13. AWARD OF CONTRACT**

- 13.1. The Contract may be awarded to the lowest responsible and reliable bidder as will best promote the public interest.
- 13.2. If alternates are included in the bidding documents, the State reserves the right to accept or reject any or all alternates. The State shall determine the lowest bid by adding to or deducting, from the Base Bid Amount of the bidders, the additive or deductive alternates, if any, that the State elects to accept after the opening of the bids. Alternates will be accepted in the order they are set forth in the contract documents.

- 13.3. The State reserves the right to reject any or all bids, and advertise for new bids, if in its opinion the best interest of the State will thereby be promoted. In the event that all bids are rejected, each bidder will be so notified.
- 13.4. A bidder may withdraw its bid if no award is made within forty-five (45) days after the receipt of bids. A written notice must be submitted via certified or registered mail to the address in Paragraph 6.2.2 of these Instructions to Bidders prior to approval of the contract by OSC. The notice must clearly state that the withdrawal is based on the fact that the contract was not awarded within 45 days after the receipt of bids.
- 13.5. Pursuant to Public Buildings Law § 8(6), effective January 11, 2020, for any projects where the project design commenced on or after January 1, 2020 and for any contracts over \$5,000 for the work of construction, reconstruction, alteration, repair, or improvement of any State building, a responsible and reliable NYS-certified Minority or Women-Owned Business Enterprise (“MWBE”) that submits a bid within ten percent of the lowest bid will be deemed the apparent low bidder provided that the MWBE bid is \$1,628,283 or less, adjusted annually for inflation as of March 1, 2024. If more than one responsible or reliable NYS-certified MWBE firm meets these requirements, the MWBE firm with the lowest bid will be deemed the apparent low bidder. Refer to the Advertisement for Bids for applicability of projects subject to this criteria.

#### **14. MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES**

- 14.1. Pursuant to New York State Executive Law Article 15-A and the rules and regulations promulgated thereunder, OGS is required to promote opportunities for the maximum feasible participation of NYS-certified Minority- and Women-owned Business Enterprises and the employment of minority group members and women in the performance of OGS contracts.
- 14.2. Information on the availability of subcontractors and suppliers for this project may be accessed by first using the following website link:

<https://online.ogs.ny.gov/dnc/contractorConsultant/esb/esbplansavailableindex.asp>

From this web page, first click on the project number link, then on Interested Subcontractors and Suppliers, and follow the prompts. A list of all interested vendors will be provided with their contact information, MWBE and SDVOB status, and construction specialties.

- 14.3. Other information on MWBEs, including a directory of MWBE's, is available from:

NYS Empire State Development  
Minority and Women's Business Development Division  
30 South Pearl Street  
Albany, NY 12245  
Telephone: (518) 292-5252  
Website: <https://esd.ny.gov/doing-business-ny/mwbe>

#### **15. SURETY BOND**

If required, the Contractor shall furnish Performance and Payment Bonds in an amount equal to one hundred percent (100%) of the total Contract price as security for the faithful performance of this Contract, and for the payment of all persons performing labor or furnishing materials in connection with this contract. These bonds are to be executed on the State Comptroller's form and the surety company must be licensed in the State of New York, have a Best Rating of A- or better and appear on the most recent published Department of the Treasury's Listing of Approved Sureties (Department Circular 570) at the time of filing the bonds.

## 16. VENDOR PROTEST POLICY

It is the policy of OGS to provide all vendors, prospective bidders, bidders, suppliers and contractors with an opportunity to resolve complaints or inquiries related to bid solicitations, contract awards, or other associated contract award actions. OGS encourages vendors to seek resolution of complaints related to bid solicitations, contract awards, or other associated actions through consultation with the agency designated contact(s). All such complaints will be given impartial and timely consideration. Vendors may also file formal written protests. A copy of the Design and Construction Vendor Protest Policy and Procedures may be obtained by contacting the designated contact or by visiting the OGS website at:

<https://ogs.ny.gov/design-construction/vendor-protest-policy-procedures>

## 17. POLICY ON TIED BIDS

A tie-bid is defined as an instance where bids are received from two or more bidders who are the apparent low responsive and reliable bidders with identical offers, or who are MWBEs with identical offers with bids of \$1,628,283 or less and whose bids are within ten percent of the lowest bid. A tie-bid does not exist when an apparent low bidder has an identical offer to an MWBE, as the MWBE is deemed the apparent low bidder pursuant to Public Buildings Law § 8(6). It is the policy of OGS to settle the outcome of tie-bids by either drawing a name from a hat or flipping a coin within 24 hours of the bid opening. All affected firms will be notified of the tie and the time and place of the resolution of the tie, and shall be invited to witness the outcome. Attendance is not mandatory. The drawing/flip will be held at OGS, Contract Awards Unit, 35<sup>th</sup> Floor, Corning Tower, Albany, New York. Two impartial witnesses will be provided and shall be present. All attendees will acknowledge the results of the tie-breaker on the bid tabulation sheet. All firms affected by the tied bids will be notified of the results. The results pursuant to this provision shall be considered final.

## 18. WORKERS' COMPENSATION INSURANCE AND DISABILITY BENEFITS REQUIREMENTS

Workers' Compensation Law (WCL) §57 & §220 requires the heads of all municipal and state entities to ensure that businesses applying for permits, licenses or contracts provide proof that they have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals, whether the governmental agency is having the work done or is simply issuing the permit, license or contract. Failure to provide proof of such coverage or a legal exemption will result in a rejection of the vendor's bid or renewal.

18.1. Proof of Compliance with Workers' Compensation Coverage Requirements: In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to workers' compensation coverage, a contractor shall: (1) obtain such coverage from an insurance carrier; or (2) be a Workers' Compensation Board-approved self-insured employer or participate in an authorized self-insurance plan; or (3) be legally exempt from obtaining Workers' Compensation insurance coverage.

An ACORD 25 form is **NOT** acceptable as proof of workers' compensation coverage.

A Contractor seeking to enter into a contract with the State of New York **MUST** provide **ONE** of the following forms to OGS upon request, prior to award:

18.1.1. CE-200, *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage*, which is available on the Workers' Compensation Board's website, [www.wcb.ny.gov](http://www.wcb.ny.gov), under the heading "Forms"; **OR**

18.1.2. C-105.2 – *Certificate of Workers' Compensation Insurance* (the contractor's insurance carrier will send this form to OGS upon request); contractors insured through the New York State Insurance Fund should use their version of the form, the U-26.3; **OR**

18.1.3. SI-12 – *Certificate of Workers Compensation Self-Insurance* (the contractor should call the Workers' Compensation Board's Self-Insurance Office at 518 402-0247), **OR** GSI-105.2 – *Certificate of Participation in Workers' Compensation Group Self-Insurance* (the contractor's Group Self-Insurance Administrator will send this form to OGS upon request).

18.2. Proof of Compliance with Disability Benefits Coverage Requirements: In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to disability benefits, a contractor shall: (1) obtain such coverage from an insurance carrier; or (2) be a Board-approved self-insured employer; or (3) be legally exempt from obtaining disability benefits coverage.

An ACORD 25 form is NOT acceptable as proof of disability benefits coverage.

A Contractor seeking to enter into a contract with the State of New York **MUST** provide ONE of the following forms to OGS upon request, prior to award:

18.2.1. CE-200 – *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage*, which is available on the Workers' Compensation Board's website, [www.wcb.ny.gov](http://www.wcb.ny.gov), under the heading "Forms"; **OR**

18.2.2. DB-120.1 – *Certificate of Disability Benefits Insurance* (the contractor's insurance agent, broker or carrier will send this form to OGS upon request); **OR**

18.2.3. DB-155 – *Certificate of Disability Benefits Self Insurance* (the contractor should call the Workers' Compensation Board's Self-Insurance Office at 518 402-0247).

18.3. All of the above-referenced forms, except the CE-200, SI-12 and DB-155, must show the following as the Entity Requesting Proof of Coverage (entity being listed as the Certificate Holder):

NYS Office of General Services – Design & Construction Group  
Division of Contract Management  
35<sup>th</sup> Floor, Corning Tower, GNARESP  
Albany, NY 12242

## **19. ELECTRONIC CONTRACTOR PAYMENTS (ECP)**

The ECP Program is initiated with an Electronic Contractor Payments (ECP) Certification Form that is forwarded to the contractor with the project agreement and bond forms. This form must be completed, executed and returned with the executed Contract agreement in order for the contractor to participate in the ECP program. The executed ECP Certification Form will remain on file. Note that the certification will apply to this contract and to future ECP-eligible contracts.

19.1. Upon final approval of the contract, an e-mail will be sent to the contractor's designated e-mail address with a hyperlink that will enable the firm to register, using a temporary password, on the OGS Design & Construction Vendor Interface. The temporary password will be sent to the contractor in letter form that is mailed on the same day.

19.2. The OGS Vendor Interface website will provide the ability to view contract information, submit the detailed estimate and payments requests electronically, and communicate with OGS Design & Construction.

## **20. IRAN DIVESTMENT ACT**

20.1 By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

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

20.3 OGS reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a

responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**21. NOT USED**

**END OF DOCUMENT**

## **DOCUMENT 002213**

### **SUPPLEMENTARY INSTRUCTIONS TO BIDDERS - MWBE-EEO**

This Supplement modifies the Instructions to Bidders. Where any part of the Instructions to Bidders is modified by this supplement, the unaltered provisions of that part shall remain in effect.

Add the following:

#### **22. GOALS**

22.1 To ensure meaningful participation in the Project of certified Minority- and Women-Owned Business Enterprises (“MWBEs”) under the Contract, the Commissioner of General Services has established goals set forth in the Supplementary Conditions.

22.2 All bidders should note that important definitions and conditions relating to the foregoing MWBE goals are contained in the Supplementary Conditions.

22.3 In order to assist the State in determining compliance with the goals set forth in the Supplementary Conditions the apparent low bidder will be required to submit an MWBE Utilization Plan via the New York State Contracting System (NYSCS) prior to Contract award or subcontractor approval.

22.4 If unable to submit an MWBE Utilization Plan through the NYSCS, the apparent low bidder must use Form BDC 328 to submit the plan. The BDC 328 form is available for download at <https://ogs.ny.gov/mwbe/forms> and may be mechanically reproduced. Additional copies may be obtained upon request from the address listed in Paragraph 23.2 below.

22.5 The apparent low bidder must submit the completed MWBE Utilization Plan within seven (7) calendar days after the bids are opened. OGS will review the submitted MWBE Utilization Plan and advise the bidder of OGS acceptance or issue a notice of deficiency within twenty (20) days of receipt.

#### **23. CERTIFICATION**

23.1 All Minority- and Women-Owned Business Enterprises (“MBEs” or “WBEs”) proposed as contractors, subcontractors or suppliers must be certified by the NYS Empire State Development, Division of Minority and Women’s Business Development to be eligible for MBE or WBE credit on this project.

23.2 UPON WRITTEN REQUEST, The New York State Office of General Services’ Office of Business Diversity (OBD) will provide a computer printout of certified MBEs and WBEs in specific trades for a given geographical area of New York State.

This printout can be requested in writing as follows:

- By e-mail to: [DCMWBEManager@ogs.ny.gov](mailto:DCMWBEManager@ogs.ny.gov)
- By fax to: (518) 486-2679



- By mail to:  
NYS Office of General Services  
Office of Business Diversity  
29<sup>th</sup> Floor, Corning Tower, GNARESP  
Albany, NY 12242

## **24. LIQUIDATED DAMAGES – MWBE PARTICIPATION**

24.1 Refer to Article 27.8, Document 007307, Supplementary Conditions - MWBE-EEO, for “Liquidated Damages – MWBE Participation”.

**END OF DOCUMENT**

**DOCUMENT 002216**

**SUPPLEMENTARY INSTRUCTIONS TO BIDDERS - ASBESTOS PROJECTS**

This supplement modifies the Instructions to Bidders.

Add the following:

**25. CONDITION OF AWARD**

25.1 As a condition of award, the following shall be transmitted to the Bureau of Contract Awards, Division of Contract Administration, Design and Construction Group, Office of General Service, 35th Floor, Corning Tower, Empire State Plaza, Albany, NY 12242 by certified mail by the apparent low bidder within 5 days after the bids are opened and by other bidders within 5 days after receiving a written request from the Bureau of Contract Awards for such a submission:

A copy of a valid asbestos-handling license issued by the Commissioner of Labor to the contractor who will perform the Work of the asbestos project.

**END OF DOCUMENT**

## **DOCUMENT 002218**

### **SUPPLEMENTARY INSTRUCTIONS TO BIDDERS - PRE-BID SITE VISIT**

This Supplement modifies the Instructions to Bidders. Where any part of the Instructions to Bidders is modified by this supplement, the unaltered provisions of that part shall remain in effect.

#### **2. VISIT TO THE SITE**

Change 2.1 to Read:

2.1 Prospective bidders will be allowed to visit the job site to take field measurements and examine existing conditions of the project area only during the pre-bid site visit. Prospective bidders are urged to visit the site at this time. Prospective bidders or their representatives attending the pre-bid site visit will not be admitted on facility grounds without proper photo identification. Parking restrictions and security provisions will apply and vehicles will be subject to search. The date, time, location of the pre-bid site visit, and the phone number are included in the Advertisement for Bids.

Bidders are strongly encouraged to visit the project site to assess the following project conditions or quality standards:

Roof Access,

Building Access Locations(Access to Bldg by Vehicular and Pedestrian Traffic must be maintained at all times.)

Bldg Occupants may not occupy building of the floor below roof areas during any craning activities.

Phone a minimum of 48 hours in advance of the pre-bid site visit with the names of those who will attend.

All participants shall comply with facility rules and regulations.

Participants will not be allowed to deviate from the group walk-thru and must stay with the group for the duration of the visit. All participants will adhere to the direction given by the Director's Representative at all times during the visit.

Participants shall not wear any green and/or hooded clothing in Correctional Facilities. Any participant doing so will be denied entry to the facility.

Individuals shall not attend the site visit if they are feeling ill.

**END OF DOCUMENT**

## **DOCUMENT 002219**

### **SUPPLEMENTARY INSTRUCTIONS TO BIDDERS - QUALIFICATIONS OF BIDDERS AND MANDATORY PRE-AWARD SUBMITTAL REQUIREMENTS**

This Supplement modifies the Instructions to Bidders. Where any part of the Instructions to Bidders is modified by this supplement, the unaltered provisions of that part shall remain in effect.

Add the following Articles:

#### **26. QUALIFICATIONS OF BIDDERS**

26.1 The Contracting Officer or their representative will schedule a pre-award meeting to consider the bid responsiveness of the bid submitted by the apparent low bidder within fourteen (14) calendar days of the bid opening. Bidders will be notified of the time and place of the meeting. On a case by case basis, the State will examine and evaluate the bid as responsive by considering the contractors understanding of: the overall project scope, estimated cost, utilization of proposed sub-contractors, expertise, workmanship and past performance in completing similar contracts.

26.2 The Contracting Officer or their respective representative will conduct an investigation to determine the responsibility of any Bidder, including the ability of any Bidder to perform the Work. Bidders shall furnish to the Officer all information and data requested, including complete financial data, within the time and in the form and manner requested. The Contracting Officer reserves the right to reject any bid if the evidence required by the Officer is not submitted as requested, or if the evidence submitted by or the investigation of any Bidder fails to satisfy the Contracting Officer that the Bidder is responsible, or is able and qualified to carry out the obligations of the Contract, or to complete the Work as indicated in the Contract Documents, or able to reasonably perform the Work for the Bid Amount.

26.3 The criteria contained in Executive Order No. 170.1 Uniform Guidelines for Determining the Responsibility of Bidders will be applied in the evaluation of Bidders. Special criteria that will be considered in establishing the responsibility of the Bidders shall include, but not be limited to established experience in performing the Work required by the Contract Documents. Experience will be viewed from comparable projects as well as experience and knowledge of construction by the firm's personnel.

#### **27. MANDATORY PRE-AWARD SUBMITTAL REQUIREMENTS**

27.1 The apparent low bidder must submit the required pre-award submittal package outlined below to the Regional Supervisor within seven (7) calendar days after the bids are opened.

Regional Supervisor Name: Daniel Kilmartin

Address: Nathan Kline Institute, 35 Third Avenue, Orangeburg, NY 10962

Phone: (845) 365-0730

Email: [Region2preawardsubmittals@ogs.ny.gov](mailto:Region2preawardsubmittals@ogs.ny.gov)

Submissions must be emailed and must include the Project Number of this contract in the Subject Line of the Pre-Award submission email (i.e. OGS PN 12345-C: Pre-Award Submission).

Pre-award Submittal Package:

1. References and Experience:

- a. List of all past contracts with OGS. Include OGS Project Number and date.
- b. Provide three (3) references (Name, Title, and Phone Number) associated with three (3) different projects (OGS, public, or private sector) of similar scope and size to the one identified in this contract. Additionally, include the names of two major suppliers used for each of these three (3) projects.

Provide a copy of recent past experience as required under the filing of the NYS Vendor Responsibility Questionnaire (CCA-2 document) with the Office of the State Comptroller. Provide only Attachment A: Completed Construction Contracts and Attachment B: Uncompleted Construction Contracts. For additional information, see:

[http://www.osc.state.ny.us/vendrep/form\\_cca2.htm](http://www.osc.state.ny.us/vendrep/form_cca2.htm)

2. Workforce and Work Plan – Provide a detailed written Work Plan which shall demonstrate the contractor's understanding of overall project scope and shall include, but not be limited, to the following:

- a. Sequential listing of specific project activities required to successfully complete the Work of the contract.
  1. Include Critical Milestones.
  2. Include phasing of the Work, if required.
  3. Include listing of long lead items.
  4. Impact of weather and restricted work period(s).
  5. Include a list of site-/project-specific safety hazards, and how such hazards will be considered in performance of the Work.
- b. Résumés for Contractor's proposed supervisory staff, including qualifications for specialized expertise or any certification(s) required to perform the Work.
- c. Schedule Preparer qualifications when required by specification 013200.
- d. Submittal Coordinator qualifications when required by specification 013300.
- e. Names of proposed major sub-contractors (more than 15% of the bid amount or where critical systems of work are identified in the contract) and a listing of the related trade of work and value.
- f. Any special coordination requirements with other trades.
- g. Any special storage and staging requirements for construction materials.

3. Detailed Cost Estimate:

- a. A copy of a Detailed Cost Estimate outlined in CSI format.

4. Provide information for any other special requirements at the request of the Director's Representative.

27.2 When requested by the Contracting Officer or his representative, Bidders shall, within the time specified by the Officer, submit to the Officer the names of the Subcontractors the Bidder proposes to use on the project. The Contracting Officer reserves the right to disapprove the use of any proposed Subcontractor. In such an event the Bidder shall submit the name of another Subcontractor in like manner within the time specified by the Officer. The Bidder shall have and will make no claim for compensation if the Contracting Officer disapproves any proposed Subcontractor. The Contracting Officer reserves the right to reject any bid if the names of proposed Subcontractors, or additional subcontract information, are not submitted as required.

**END OF DOCUMENT**

## **DOCUMENT 003126**

### **EXISTING HAZARDOUS MATERIAL INFORMATION**

#### **1.01 ASBESTOS SURVEY REPORT**

Samples listed in the report were collected at the Project Site and tested for Asbestos Containing Materials (ACM). The report was compiled for New York State Office of General Services, Design and Construction Group by an ELAP certified laboratory. In order to determine the Asbestos content, samples were analyzed by polarized light microscopy (PLM) and/or transmission electron microscopy (TEM). The report is intended for the State design and estimate purposes only, and is included to provide bidders with that same information available to the State. The Bulk Samples are representative of Homogeneous Area (HA) and is defined as a suspect material of similar age, appearance, function and texture. All field information was organized in accordance with 40 CFR Part 763, Asbestos Hazard Emergency Response Act (AHERA). See the Renovation Survey for Asbestos Containing Materials, Lead Based Paint & PCB's dated May 14, 2024 included in the Appendix for type, condition, location and approximate quantity of ACM.

#### **1.02 LEAD SURVEY REPORT**

Samples listed in the report were collected at the Project Site and tested for Lead content. The report was compiled for New York State Office of General Services, Design and Construction Group by an ELAP certified laboratory. In order to determine the lead content the Atomic Absorption method or a XRF Analyzer was used. This report is intended for State design and estimate purposes only, and is included to provide bidders with the same information available to the State. The samples are representative of like materials in the Work area. All lead containing materials may not have been sampled. See the Renovation Survey for Asbestos Containing Materials, Lead Based Paint & PCB's dated May 14, 2024 included in the Appendix for details.

#### **1.03 PCB SAMPLING REPORT**

Samples listed in the report were collected at the Project Site and tested for PCBs. The report was compiled for New York State Office of General Services, Design and Construction Group by an ELAP certified laboratory. Bulk, wipe or air sampling was used in determining the PCB content. This report is intended for State design and estimate purposes only, and is included to provide bidders with the same information available to the State. All PCB containing materials may not have been sampled. See the Renovation Survey for Asbestos Containing Materials, Lead Based Paint & PCB's dated May 14, 2024 included in the Appendix for details.

**END OF DOCUMENT**

## DETACH AND USE THIS FORM

**BID FORM FOR: Q1858-C****CONSTRUCTION WORK  
REPLACE ROOF  
DOT REGION 8, ORANGE COUNTY  
112 DICKSON STREET  
NEWBURGH, NY**State of New York  
Office of General Services  
Design and Construction Group  
Division of Contract Management  
35th Floor, Corning Tower  
The Gov. Nelson A. Rockefeller  
Empire State Plaza  
Albany, NY 12242***THIS IS A 4 PAGE BID FORM. ALL PAGES MUST BE COMPLETED.***

THE STATE RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. EACH BID FORM SHALL BE ACCOMPANIED BY BID SECURITY (AS DESCRIBED IN THE INSTRUCTIONS TO BIDDERS) IN THE AMOUNT STATED IN THE ADVERTISEMENT FOR BIDS.

The Undersigned agrees to complete the Work within the time stated in Section 011000 of the Specifications.

The Undersigned acknowledges his/her understanding of the social policy concerning minority and women business participation in the State building construction program, and pledges to cooperate with the State in the implementation of this policy, and further pledges to exert good faith efforts to achieve participation of minority and female employees.

The Undersigned certifies, as to each of the occupations listed in the Prevailing Rate Schedule applicable to this Project, the ability and willingness to exert good faith efforts to achieve the goal for minority and women workforce participation as set forth in the Supplementary Conditions.

The Undersigned certifies the ability and willingness to exert good faith efforts to achieve the goals for Minority and Women-Owned Business Enterprise and Service-Disabled Veteran-Owned Businesses participation as set forth in the Supplementary Conditions.

The Undersigned declares that the Bidding and Contract Documents have been carefully examined and that all things necessary for the completion of the Work shall be provided.

The Undersigned agrees that the bid security shall be subject to forfeiture if this bid is accepted by the State and he/she does not submit executed copies of the Agreement WITHIN TEN (10) DAYS OF RECEIPT OF A WRITTEN REQUEST TO PROVIDE SUCH AGREEMENT. A Performance Bond and a Labor and Material Bond, each in an amount equal to the contract sum, shall be supplied with the executed Agreement and shall be the statutory form of public bonds required by Sections 136 and 137 of the State Finance Law.

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 his/her 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 with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

(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.

(4) This contract shall not cause or result in a violation of Section 74(3)(e) of the Public Officers Law which states: "No officer or employee of a state agency, member of the legislature or legislative employee should engage in any transaction as representative or agent of the State with any business entity in which he/she has a direct or indirect financial interest that might reasonably tend to conflict with the proper discharge of his/her official duties."

(5) The Bidder understands and agrees to comply with the requirements of the Procurement Lobbying Law, State Finance Law § 139-j and § 139-k, and with OGS's procedures relating to permissible contacts during a procurement as required by State Finance Law § 139-j(3) and § 139-j(6)(b). Such requirements and procedures are posted at <https://ogs.ny.gov/acpl>.

(6) The bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (NYS Iran Divestment Act of 2012). The list can be viewed at the following link:

<https://ogs.ny.gov/iran-divestment-act-2012>

(7) Will New York State Businesses be used in the performance of this contract (refer to Document 007324)?

Yes ☐ No ☐

(8) The New York State Human Rights Law (Human Rights Law), Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

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

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

(9) In accordance with State Finance Law § 139-l, by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

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



(10) In accordance with Section 165(5) of the State Finance Law, the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either (answer yes or no to one or both of the following, as applicable):

1. have business operations in Northern Ireland Yes ☐ No ☐ and if yes:
2. shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such principles.  
Yes ☐ No ☐

(11) Certification Under Executive Order No. 16 - Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found here: <https://www.governor.ny.gov/executive-order/no-16-prohibiting-state-agencies-and-authorities-contracting-businesses-conducting>

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or which the commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

- ☐ 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- ☐ 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- ☐ 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
- ☐ 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

Addenda to the Contract Documents are available at:

<https://online.ogs.ny.gov/dnc/contractorConsultant/esb/ESBPlansAvailableIndex.asp>

The Undersigned acknowledges receipt and review of all Addenda to the Contract Documents on the above website, listed by number in the space below:

The Undersigned proposes to perform the Work required for this project in accordance with the Contract Documents for the following amount:

**BID AMOUNT**

1.	All Work except Allowance(s)	\$ <u>                    .00</u>
2.	Allowance(s) (As described in Section 012100)	\$ <u>      61,000.00</u>
<b>Total Bid Amount (Sum of 1. &amp; 2.)</b>		\$ <u>                    .00</u>

Is your firm a NYS-Certified Minority and Women-Owned Business Enterprise (MWBE)?

Yes ☐ No ☐

MWBE Certification file No. \_\_\_\_\_

SIGN BID HERE \_\_\_\_\_  
Authorized Signature

PRINT NAME OF SIGNER \_\_\_\_\_

TITLE OF SIGNER \_\_\_\_\_

OFFICIAL COMPANY NAME \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_  
Street

City State Zip

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_  
Area Code Area Code

E-MAIL ADDRESS \_\_\_\_\_

**FORM OF BID BOND - BID SECURITY  
STATE OF NEW YORK  
OFFICE OF GENERAL SERVICES - DESIGN & CONSTRUCTION**

**Sub. 3, Sec. 8 - Public Buildings Law**

**BE IT KNOWN**, That \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address)

(hereinafter called the "Principal") and \_\_\_\_\_  
a corporation created and existing under the Laws of the State of \_\_\_\_\_ having its principal office in the City  
of \_\_\_\_\_ duly licensed as an insurance company  
in the State of New York, (hereinafter called the "Surety"), are held and firmly bound unto The People of the State of New York (hereinafter  
called the "State"), in the full and just sum of \$39,600 good and lawful money of the United States of America, for the payment of which  
said sum of money, well and truly to be made, and done, the Principal binds themselves (himself, herself, itself), their (his, hers, its) heirs,  
executors and administrators, successors and assigns, and the Surety binds itself, its successors and assigns jointly and severally, firmly by  
these presents:

**WHEREAS**, the Principal has submitted to the Office of General Services of the State of New York a proposal for Construction  
Work, Replace Roof, DOT Region 8, Orange County, 112 Dickson Street, Newburgh, NY

**AND**

**WHEREAS**, the Principal intends to file this bond to guarantee that the Principal will execute a contract and furnish performance  
and labor and material bonds required by the terms of the Principal's proposal.

**NOW, THEREFORE**, the condition of the foregoing obligation is such, that if the Principal shall promptly submit an executed  
agreement and furnish performance and labor and material bonds required by the terms of the Principal's proposal, then this obligation  
shall be null and void, otherwise to remain in full force and virtue.

**NOW, THEREFORE**, the condition of the foregoing obligation is such that if the Principal fails to promptly submit an executed  
agreement and furnish performance and labor and material bonds required by the terms of the Principal's proposal, then the Surety itself,  
its successors and assigns, jointly and severally, shall pay the whole sum of money previously set forth in this document to the State.

**IN TESTIMONY WHEREOF**, the Principal has hereunto set their (his, hers, its) hand and seal and the Surety has caused this instrument  
to be signed by its Attorney-in-fact, \_\_\_\_\_

and its corporate seal to be hereunto affixed.

Signed, sealed and delivered in the presence of:

(Corporate seal  
of Principal if a corporation)

\_\_\_\_\_  
(L.S.)

\_\_\_\_\_  
(L.S.)

Principal

\_\_\_\_\_  
Company

(Corporate seal of Surety Co.)

\_\_\_\_\_  
Attorney-in-fact

Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

(Acknowledgment by principal, unless it be a corporation)

**STATE OF NEW YORK**

**SS.:**

**COUNTY OF** \_\_\_\_\_

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

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

\_\_\_\_\_  
County

(Acknowledgment by principal, if a corporation)

**STATE OF NEW YORK**

**SS.:**

**COUNTY OF** \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_; that he/she is the \_\_\_\_\_ of the \_\_\_\_\_; the corporation described in and which executed the foregoing instrument; that he/she knew the seal of said corporation; that the seal affixed to 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

\_\_\_\_\_  
County

(Acknowledgment by Surety Company)

**STATE OF NEW YORK**

**SS.:**

**COUNTY OF** \_\_\_\_\_

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

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

\_\_\_\_\_  
County

## **NEW YORK STATE'S SURETY BOND**

### **Assistance Program Helps Small Business Contractors Secure Surety Bonding**

#### What is the NYS Surety Bond Assistance Program?

The NYS Surety Bond Assistance Program (NYSBAP) provides technical and financial assistance to help contractors secure surety bonding. Contractors may be eligible to receive a guarantee of up to 30% to secure a surety bond line, bid bond or a performance and payment bond on state projects.

#### How does the NYS Surety Bond Assistance Program work?

To apply for financial assistance, small business contractors should review eligibility requirements and fill out a pre-application assessment available at the Empire State Development (ESD) website.

If the assessment indicates you are eligible to submit an application, proceed with the Application and submit the required forms.

Guarantees of up to 30% on a bond line or individual contract bid bonds and payment/performance bonds are available from Empire State Development. Being eligible for this program does not automatically ensure bonding. Approval is based on both underwriting by a surety company and ESD's credit assessment. Participating surety companies will make a credit determination in accordance with their internal underwriting standards.

Small businesses can also enroll to receive training and technical support on how to become bond-ready by using the Contact Information below. The classroom training is held throughout New York State.

#### Who is eligible?

- Applicant must be a NYS small business or MWBE with at least two years of business operation.
- Maximum bond line or project size is \$2 million
- Minimum average gross revenue of \$400,000 in the last two fiscal or calendar years and maximum gross revenue not to exceed \$5 million in the most recent calendar or fiscal year.
- Minimum credit score of 600.
- Previous experience completing similar work to the contract opportunity being pursued.

#### Find Out More

If interested in training or financial support, please visit ESD's website:

<http://esd.ny.gov/BusinessPrograms/BondingAssistance.html>

For additional inquiries, please contact:

Ms. Huey-Min Chuang

Senior Director of Business & Economic Development

212-803-3238

[BAP@esd.ny.gov](mailto:BAP@esd.ny.gov)

**Offerer Disclosure of Prior Non-Responsibility Determinations**

See instructions on next page before completing this form.

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

\_\_\_\_\_

Address:

\_\_\_\_\_

Name and Title of Person Submitting this Form:

\_\_\_\_\_

Contract Procurement Number:

Date:

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No

Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No

Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No

Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity:

\_\_\_\_\_

Date of Finding of Non-responsibility:

\_\_\_\_\_

Basis of Finding of Non-Responsibility:

\_\_\_\_\_

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity:

\_\_\_\_\_

Date of Termination or Withholding of Contract:

\_\_\_\_\_

Basis of Termination or Withholding:

\_\_\_\_\_

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By:

\_\_\_\_\_

Signature

Date:

\_\_\_\_\_

Updated 6/1/2024

Printed 10/28/2024

006517-1

Project No. Q1858-C

## **Instructions for Completing the DCA-3**

### **Offerer Disclosure of Prior Non-Responsibility Determinations**

#### **Background:**

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms “Offerer” and “Governmental Entity” are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

#### **Instructions:**

OGS Design and Construction includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplement or Change Order. It shall be submitted to the OGS Design and Construction unit conducting the Governmental Procurement.

This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by an offerer and will be required for any contract amendments over \$15,000. This document must also accompany each Emergency Contract Bid Form.

STATE OF NEW YORK - EXECUTIVE DEPARTMENT  
OFFICE OF GENERAL SERVICES - DESIGN & CONSTRUCTION GROUP

DOCUMENT 007213  
GENERAL CONDITIONS  
AUGUST 2010 EDITION

TABLE OF ARTICLES

---

1. The Contract Documents .....	2	16. Statutory Requirements for Utilization of Minority and Women Owned Business Enterprises .....	10
2. Definitions .....	2	17. Coordination of Separate Contracts .....	11
3. Interpretation of Contract Documents .....	3	17A Delays.....	11
4. Submittals .....	3	18. Responsibility for Damage .....	13
5. Materials and Labor .....	4	19. Insurance - Builder's Risk, Liability and Workers' Compensation .....	13
6. Contractor's Supervision .....	4	20. Occupancy Prior to Completion and Acceptance .....	15
7. Use of Premises .....	5	21. Payment .....	15
8. Permits and Compliance .....	6	22. Audits and Records .....	16
9. Inspection and Acceptance .....	6	23. Labor Law Provisions .....	16
10. Orders on Contract (Change Orders) .....	7	24. Statutory Requirements for Restrictions on Contracts during the Procurement Process and Disclosure of Contracts and Responsibility of Offerers .....	17
11. Site Conditions .....	8	25. Miscellaneous Provisions .....	18
12. Suspension of Work .....	8	STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS - APPENDIX A .....	20
13. Time of Completion and Termination for Cause .....	8	STANDARD CLAUSE FOR CONTRACTOR DEFAULT AND SURETY TAKEOVER - APPENDIX B.....	28
14. Termination of Contractor's Employment for the Convenience of the State of New York.....	9		
15. Disputes .....	10		

---



## GENERAL CONDITIONS – AUGUST 2010

### ARTICLE 1 - THE CONTRACT DOCUMENTS

1.1 The Contract Documents consist of the Agreement, the Performance and Payment Bonds, the General Conditions, the Supplementary Conditions, Appendix A, the Drawings and Specifications, Addenda issued prior to the receipt of bids and all subsequent modifications and changes issued pursuant to the General Conditions.

1.1.1 The Performance and Payment Bonds are not a part of Single Trade Contract less than two hundred thousand dollars.

1.2 The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, either written or oral including the bidding documents.

1.3 The Contract may not be modified except in accordance with the General Conditions.

1.4 The project is designed in accordance with the Building Codes of New York State and its reference standards. In no instance shall the Contractor deviate from the contract documents except as provided for in the contract. The Contractor shall notify the State of any deviations or conflicts observed that may violate the Building Codes.

### ARTICLE 2 - DEFINITIONS

2.1 The following terms shall have the meanings ascribed to them in this Article, wherever they appear in the Contract Documents.

2.2 The term "Agency" means the officer, board, department, commission, authority, fund or public benefit corporation executing the Agreement.

2.3 The term "Commissioner" means the Commissioner of General Services.

2.4 The term "Comptroller" means the Comptroller of the State of New York.

2.5 The term "Contracting Officer" means the Director of Contract Administration of the Design and Construction Group of the Office of General Services or his representative designated in writing.

2.6 The term "Contractor" means the person, firm or corporation executing the Agreement or the successor or assignee of the Contractor approved in writing by the Contracting Officer. If the text requires, the term includes the person, firm or corporation executing any

Agreement in furtherance of the Project or the successors or assigns approved in writing by the Contracting Officer.

2.7 The term "days" means calendar days.

2.8 The term "Director" means the Director of Construction of the Design and Construction Group of the Office of General Services who will have general direction and supervision of the Work.

2.9 The term "Director's Representative" means the employee or agent of the Design and Construction Group designated in writing by the Director as such. Under the general supervision of the Director, the Director's Representative shall have complete charge of the Work and shall exercise full supervision and direction of the Work. Where the Contract Documents specifically designate a person to perform a function or duty, that person shall be the Director's Representative but only for the performance of that function or duty. Where the word "directed" appears in the Contract Documents, the words "by the Director's Representative" shall be deemed inserted thereafter in each case except where it is obviously inappropriate in context.

2.10 The term "Group Director" means the Deputy Commissioner for Design and Construction, Office of General Services.

2.11 The term "liquidated damages" means the amount of money to be assessed against the Contractor for delay in physical completion of the Work.

2.12 The term "physical completion" means the date upon which the Director's Representative certifies that all deficiencies noted on the Final Inspection List have been corrected and is evidenced by issuance of the Physical Completion Report.

2.13 The term "premises" means all land, buildings, structures and all other things of any kind located on or adjacent to the Site and owned, occupied or otherwise used by the State.

2.14 The term "product data" means manufacturer's catalog sheets, brochures, standard diagrams, illustrations, schedules, performance charts, test data, standard schematic drawings, specifications and installation instructions.

2.15 The term "Project" means Work at the same Site carried out pursuant to one or more sets of Contract Documents.

2.16 The term "provide" means furnish and install complete, in place and ready for operation and use.

2.17 The term “sample” means physical examples submitted by the Contractor of materials, equipment or workmanship to establish a standard which the Contractor is required to meet and to show the quality, type, range of color, finish, and texture of the material intended to be furnished for the Work.

2.18 The term “shop drawing” means an original drawing prepared by a Contractor, subcontractor, supplier or distributor which illustrates some portion of the Work showing fabrication, layout, fitting or erection details.

2.19 The term “Site” means the area within the contract limit, as indicated by the Contract Documents, including all land, buildings, structures and other things located within those limits.

2.20 The term “State” means the State of New York.

2.21 The term “substantial completion” means that the Work or major milestones there of as contemplated by the terms of this contract are sufficiently complete so that the Work can be used for the purpose for which it is intended.

2.22 The term “Work” means all that which is required of the Contractor by the Contract Documents including labor, materials, tools and equipment.

2.23 The term “Offerer” shall mean the individual or entity, or any employee, agent, consultant or person acting on behalf of such individual or entity that contacts a governmental entity about a governmental procurement during the restricted period of such governmental procurement.

### ARTICLE 3 - INTERPRETATION OF CONTRACT DOCUMENTS

3.1 The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. It is not intended to include work not properly inferable from the Contract Documents.

3.2 Upon the Contractor’s written request, the Director’s Representative may issue written interpretation or drawings necessary for the proper execution or progress of the Work which interpretation shall be consistent with and reasonably inferable from the Contract Documents.

3.3 The language of the Contract Documents is directed at the Contractor unless specifically stated otherwise.

3.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of

Drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

3.5 In the event of conflicting provisions in the Contract Documents, the drawings will take precedence over the specifications.

3.6 In the event of conflicting provisions within the drawings, the following order of precedence for resolution of the conflict shall apply: the more specific provision will take precedence over the less specific; if not resolved, the less stringent will take precedence over the more stringent; if not resolved, the less expensive item will take precedence over the more expensive. On all drawings, figures take precedence over scaled dimensions.

3.7 In the event of conflicting provisions within the specifications, the following order of precedence for resolution of the conflict shall apply: the more specific provision will take precedence over the less specific; if not resolved, the less stringent will take precedence over the more stringent; if not resolved, the less expensive item will take precedence over the more expensive.

3.8 If during the performance of the work, the Contractor identifies a conflict in the Contract Documents; the Contractor shall promptly notify the Director’s Representative in writing of the conflict and advise as to the course of action the Contractor proposes to follow. The Director’s Representative shall promptly acknowledge the notification in writing and advise the Contractor, pursuant to Paragraph 3.2 of these General Conditions, as to the interpretation to be followed in the performance of the Work.

### ARTICLE 4 - SUBMITTALS

4.1 The Contractor and the Director shall adhere to the submittal and scheduling requirements specified in Division 01 - General Requirements.

4.2 The Contractor shall approve all submittals before submitting them. By such approval, the Contractor represents that it has determined and verified field measurements, field construction criteria, materials, catalog numbers, and similar data and that it has checked and coordinated shop drawings, product data and samples with the requirements of the Contract Documents and that it has verified the completeness, correctness, and accuracy of the submittal.

4.3 The Director’s approval of shop drawings, product data and samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has previously informed the Director of any anticipated deviation utilizing the required deviation request form,

(available at the OGS D&C website), at the time of submission. Written approval of the specific deviations as outlined on the request form shall be required. The Director's approval shall not relieve the Contractor from responsibility for errors or omissions in the shop drawings, product data or samples.

4.4 Portions of the Work requiring shop drawings, product data, quality assurance information, or sample submittals shall not be commenced until the appropriate submittals have been approved by the Director.

4.5 The Contractor shall deliver to the Director, in the detail and form and at the time the Director shall require, information concerning the Contractor's operations and proposed operations upon the Project all in accordance with Division 01 - General Requirements.

4.6 During the term of this Project, the Director may require any Contractor to modify any schedules which it has submitted either before or after they are approved so that the Work of any contract in furtherance of the Project may be properly progressed and so that changes in the Work or the work of related contracts is properly reflected in the schedules.

4.7 Where indicated under the specific submittal requirements of the specifications, a re-evaluation fee of \$250.00 will be assessed against the Contractor for each re-evaluation required of any submittal package that is deemed incomplete, or lacking appropriate content or required format as required by the individual specification section.

## ARTICLE 5 - MATERIALS AND LABOR

5.1 All materials, equipment and articles used permanently in the Work which become the property of the State shall be new unless specifically stated otherwise.

5.2 Asbestos Free Materials: All materials used for construction shall be free of asbestos containing materials unless the materials containing the asbestos have been previously approved for use by the State. If asbestos is found in installed products not previously approved by the State, then it will be the responsibility of the contractor to abate the asbestos containing material and replace the work with new asbestos free materials at no cost to the State of New York in compliance with the requirements of the contract.

5.3 Except where specifically provided otherwise, whenever any product is specified by brand name, i.e., manufacturer's or supplier's name or trade name and catalog or model number or name, the intent is not to limit competition but to establish a standard of quality which the Director has determined is necessary. The words "or equal" shall be deemed inserted in each

instance. The Contractor may use any product equal to that named in the Contract Documents which is approved by the Director and which meets the requirements of the Contract Documents providing the Contractor gives timely notice of the Contractor's intent in accordance with the submittal and scheduling requirements of Division 01 - General Requirements.

5.4 The Contractor shall have the burden of proving at the Contractor's own cost and expense, to the satisfaction of the Director, that the proposed product is equal to the named product. The Director may establish criteria for product approval. The Director shall determine with absolute discretion whether a proposed product is to be approved.

5.5 If the Contractor fails to comply with the provisions of this Article, or if the Director determines that the proposed product is not equal to that named, the Contractor shall supply the product named.

5.6 The Contractor shall have and make no claim for the extension of time or for damages because the Director requires a reasonable period of time to consider a product proposed by the Contractor or because the Director disapproves such a product.

5.7 Where optional materials or methods are specified, or where "or equal" submissions are approved, the Contractor shall make all adjustments to contingent Work, whether the contingent Work be the Work of its contract or the Work of other Contractor's, necessary to accommodate the option or "or equal" product it selects without extra or additional cost.

5.8 Royalties and Patents: The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the State harmless from loss on account thereof, except that the State shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer is specified.

## ARTICLE 6 - CONTRACTOR'S SUPERVISION

6.1 The Contractor shall designate in writing competent supervision and/or management representatives as required below to represent the Contractor at all times with authority to act for the Contractor. All Direction given to the Contractor's Representatives shall be as binding as if given to the Contractor. A Superintendent or Project Manager shall be classified as management representatives included in the Contractor's overhead and shall perform management, supervisory and/or administrative tasks (non labor) only. Individuals listed under this Article shall have the ability to effectively communicate (verbal and written) with all parties associated with the administration/supervision of this contract.

6.1.1 For contracts valued up to \$500,000 the contractor shall provide a supervisor for the Contractor's staff who shall be in attendance at the site throughout the active performance of the Work.

6.1.2 For contracts valued from \$500,000 to \$2,000,000 the Contractor shall provide a Superintendent for the Contractor's staff who shall be in attendance at the site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the contractor shall provide a supervisor who shall be in attendance at the site throughout the active performance of the Work until Physical Completion. The Superintendent shall have the authority to direct and schedule the Work, shall attend all project meetings, shall coordinate the Work of subcontractors, and make purchase and cost decisions on behalf of the Contractor.

6.1.3 For contracts valued from \$2,000,001 to \$5,000,000 the contractor shall provide a Superintendent for the Contractor's staff who shall be in attendance at the site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the contractor shall provide a supervisor who shall be in attendance at the site throughout the active performance of the Work until Physical Completion. The Superintendent shall have the authority to direct the Work, attend all project meetings, and coordinate the Work of subcontractors. The Contractor shall also provide a Project Manager who shall attend project meetings, maintain submittal and approval system, and be responsible for change order/field order responses and negotiations. The Contractor shall provide required information to the Director's Representative for the Project Schedule.

6.1.4 For contracts valued from \$5,000,001 to \$10,000,000 the contractor shall provide a Project Manager and Superintendent for the Contractor's staff that shall be in attendance at the site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the contractor shall provide a supervisor who shall be in attendance at the site throughout the active performance of the Work until Physical Completion. The Superintendent shall have the authority to direct the Work, and coordinate the Work of subcontractors. The Project Manager shall attend project meetings, maintain the project schedule, maintain submittal and approval system, and be responsible for change order/field order responses and negotiations.

6.1.5 For contracts valued for more than \$10,000,000 the contractor shall provide a Project Manager and Superintendent for the Contractor's staff who shall be in attendance at the site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the

contractor shall provide a supervisor who shall be in attendance at the site throughout the active performance of the Work until Physical Completion. The Superintendent shall have the authority to direct the Work, attend all project meetings, and coordinate the Work of subcontractors. The Project Manager shall attend project meetings, maintain the project schedule, maintain submittal and approval system, and be responsible for change order/field order responses and negotiations. If at any time there are more than five subcontractors performing work on the site simultaneously an additional Superintendent is required coordinate their Work.

6.2 Should the Director deem any employees of the Contractor incompetent or negligent or for any cause unfit for their duty, the Contractor shall dismiss them and they shall not again be employed on the Work.

6.3 Before any part of the Contract shall be sublet or material purchased, the Contractor shall submit to the Director in writing the name of each proposed subcontractor and supplier and obtain the Director's written consent to such subcontractor and supplier. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor and supplier by the Director or Contracting Officer without causing delay in the work of the Project. The Contractor shall promptly furnish such information as the Director or Contracting Officer may require concerning the proposed subcontractor's and supplier's ability and qualifications, and Minority/Women Owned Business Enterprises Status. Each request for approval of a subcontractor whose subcontract will be valued at \$10,000.00 or more shall also be accompanied by a NYS Vendor Responsibility Questionnaire - For-Profit Construction properly completed and executed by the proposed subcontractor.

6.4 The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its subcontractors.

6.5 The Contractor shall be responsible for informing its subcontractors and suppliers of all the terms, conditions and requirements of the Contract Documents including, but not limited to the General Conditions, Supplementary Conditions, the Drawings and Specifications, Appendix A, and changes made by Addenda.

## ARTICLE 7 - USE OF PREMISES

7.1 If the Premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations governing access to, operation of, and conduct while in or on the Premises and shall perform

the Work in such a manner as not to unreasonably interrupt or interfere with the conduct of business.

7.2 Any request received by the Contractor from any source other than the Director or the Director's Representative to change the Work or its sequence shall be referred to the Director's Representative for determination.

7.3 The Contractor, its subcontractors and their employees shall not have access to or be admitted to any area of the Premises outside the Site except with the written permission of the Director's Representative.

#### ARTICLE 8 - PERMITS AND COMPLIANCE

8.1 The Contractor shall obtain, maintain and pay for all permits and licenses legally required and shall give all notices, pay all fees and comply with all laws, rules and regulations applicable to the Work at no additional cost.

#### ARTICLE 9 - INSPECTION AND ACCEPTANCE

9.1 The Director's Representative will inspect and test the Work at reasonable times at the Site, unless the Director determines to make an inspection or test at a place of production, manufacture or shipment. Such inspection or test shall be conclusive as to whether the material and workmanship inspected or tested conforms to the requirements of the Contract. Such inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Director to reject the completed Work.

9.2 The Contractor shall, without charge, promptly correct any Work the Director's Representative finds does not conform to the Contract Documents unless in the public interest the Director consents to accept such Work with an appropriate adjustment on the Contract sum and/or to any terms and conditions of the Contract. The Contractor shall promptly remove rejected material from the Premises.

9.3 If the Contractor does not promptly correct rejected Work including the work of other subcontractors destroyed or damaged by removal, replacement, or correction, the Director may (1) correct such Work and charge the cost thereof to the Contractor; or (2) terminate the Contract in accordance with Article 13 of the General Conditions.

9.4 The Contractor shall furnish promptly without additional charge all facilities, labor, material and equipment reasonably needed to perform in a safe and convenient manner such inspections and tests as the Director's Representative requires.

9.5 The Contractor shall keep the Director's Representative informed of the progress of the Contractor's Work and particularly when the Contractor intends to cover Work not yet inspected or tested. All inspection and tests by the Director's Representative shall be performed in such manner as not to unreasonably delay the Work.

9.5.1 The Contractor shall be responsible for all required tests and appropriate test schedules, approvals and inspections pursuant to the Contract Documents.

9.5.2 The Contractor shall be back-charged with any cost of inspection when the Work is not ready at the time specified by the Director's Representative for inspection, or for deficient work that shall require re-testing.

9.6 Should the Director's Representative determine at any time before acceptance of the entire Work to examine Work already completed by removing, uncovering or testing the same, the Contractor shall, on request, promptly furnish all necessary facilities, labor, materials and equipment to conduct such inspection, examination or test. If such Work is found to be defective or nonconforming in any material respect, the Contractor shall defray all the expenses of such examination and satisfactory reconstruction. If the Work is found to meet the requirements of the Contract Documents, the Contractor shall be compensated for the additional services involved in such examination and reconstruction by order on contract and, if completion of the Work has been delayed thereby, shall receive a suitable extension of time.

9.7 No previous inspection or certificates of payment shall relieve the Contractor from the obligation to perform the Work in accordance with the Contract Documents. The final payment shall not relieve the Contractor of the responsibility for failing to comply with the Contract Documents.

9.8 The Contractor shall remedy all defects, paying the cost of any damage to other work or property of the State resulting there from, which shall appear within a period of one year from the date of physical completion.

9.9 Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

9.9.1 Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.

9.9.2 This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

#### ARTICLE 10 - ORDERS ON CONTRACT (CHANGE ORDERS)

10.1 The State may make changes by altering, adding to or deleting from the Work, and adjusting the Contract sum accordingly. All changed Work shall be executed in conformity with the terms and conditions of the Contract Documents unless otherwise provided in the order on contract. Any change in the Contract sum or time for completion of the described work of the order on contract shall be contained in the order on contract. Any change in schedule resulting from an order on contract will be issued in accordance with the provisions of Paragraphs 4.6 and 13.5 of these General Conditions.

10.2 No written or oral instructions shall be construed as directing a change in the Work unless in the form of an order on contract signed by the Contracting Officer. The order on contract shall describe or enumerate the Work to be performed, state the amount (if any) to be added to or deducted from the Contract sum and state the time allowed (if any) for the performance of the changed work. If the extent or cost of the Work is not determinable until after the changed Work is performed, the order on contract shall specify the method for determining the cost and extent of the changed Work when completed. If the Contractor disagrees as to any element of the order on contract, the Contractor shall promptly indicate such disagreement in writing by certified mail directed to the Contracting Officer and shall promptly proceed in accordance with the order on contract. The Contractor's letter of disagreement shall identify by number the order on contract with which the Contractor is disagreeing, the elements with which the Contractor disagrees and a statement as to why there is a

disagreement on each element. The letter of disagreement shall be accompanied by documentation of every material element of the Contractor's basis for disagreement. The Contracting Officer shall promptly review the Contractor's letter and supporting documentation and advise the Contractor in writing of any modifications to the order on contract or of the confirmation of the order on contract as issued. The Contracting Officer may, in the exercise of discretion, conduct informal discussions or meetings with the Contractor and/or State Officials, employees or agents prior to rendering a decision.

10.3 If the Contractor is required to perform Work for which the Contractor believes it is entitled to an order on contract, the Contractor shall give the Director prompt written notice and await instructions before proceeding to execute such Work. The Contractor shall thereafter proceed diligently with the performance of the contract in accordance with the Director's instructions. The Contractor shall maintain complete cost records including but not limited to time and payroll records, material invoices and delivery tickets, equipment rental and purchase invoices for itself and all subcontractors, suppliers and material-men when the Contractor performs work which the Contractor believes is extra or additional work. Failure to maintain such records shall waive any right to extra and additional costs beyond those costs supported by actual cost records.

10.4 The Contracting Officer shall determine the value of any order on contract by one or more of the methods provided in Division 01 - General Requirements.

10.5 Irrespective of the method used or to be used by the State in determining the value of a change order, the Contractor shall after receipt of a request, promptly submit to the State a detailed breakdown of the Contractor's estimate of the value of the omitted or extra work. The Contractor shall submit evidence, satisfactory to the Contracting Officer, to substantiate each and every item that constitutes his proposal for the change. The State shall promptly respond to such submission.

10.5.1 The contractor shall submit a responsive cost proposal to the Director's Representative in proper form subject to the provisions of this Article. The contractor shall respond no later than 30 days from the date of a "request for proposal" from the Director's Representative. Should the contractor fail to respond or submit the required cost proposal within the 30 day requirement, the State shall determine a fair market value for the work proposed and will issue an order on contract or field order to the contract. The Contractor, by failing to respond or provide an acceptable proposal; waives any claim or rights to any extra and or additional costs as determined by the Contracting Officer.

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

10.7 No order on contract which creates a liability on the State shall be binding unless approved by the Office of the State Comptroller.

#### ARTICLE 11 - SITE CONDITIONS

11.1 If the Contractor encounters subsurface or other latent physical conditions at the Site which differ substantially from those shown, described or indicated in such information provided by the State or from any information which is a public record and which subsurface or other latent physical condition could not have been reasonably anticipated from that information or from the Contractor's own inspection and examination of the Site, the Contractor shall give immediate written notice to the Director before any such condition is disturbed. The Director shall promptly investigate and, if it is determined that the conditions substantially differ from those which should have been reasonably anticipated, shall make such changes in the Drawings and Specifications as may be required. If necessary, the Contract sum and completion date shall be adjusted, to reflect any increase or decrease in the cost of, or time required for, performance of the Contract.

#### ARTICLE 12 - SUSPENSION OF WORK

12.1 The Director may order the Contractor in writing to suspend, delay, or interrupt performance of all or any part of the Work for a reasonable period of time as the Director may determine.

12.2 Upon receipt of a suspension order, the Contractor shall, as soon as practicable, cease performance of the Work as ordered and take immediate affirmative measures to protect such Work from loss or damage.

12.3 The Contractor specifically agrees that a suspension, interruption or delay of the performance of the Work pursuant to this Article for a period or periods not exceeding thirty days in total shall not increase the cost of performance of the Work of this Contract other than costs directly related to demobilization and remobilization for the Work, temporary services costs, equipment rental which cannot be practically suspended and temporary protection measures which are unusual but necessary.

#### ARTICLE 13 - TIME OF COMPLETION AND TERMINATION FOR CAUSE

13.1 All time limits stated in the Contract are of the essence of the Contract.

13.2 Termination for Cause.

13.2.1 If in the judgment of the Group Director, the Contractor fails or refuses to prosecute the Work in accordance with the Contract, or is failing to complete the Work within the time provided by the Contract, the Group Director may terminate the Contract by written notice. In such event, the Group Director shall order the surety to complete the Work.

13.2.2 If it is determined after the award of the contract that there exists any cause of so serious or compelling a nature, including but not limited to, submission to a contracting agency of a false or misleading statement on a NYS Vendor Responsibility Questionnaire, or in some other form in connection with a bid for or award of this or any other contract or a request for approval of a subcontractor, that it raises questions about the present responsibility of a contractor or subcontractor, the Group Director may terminate the Contract by written notice. In such event, the Group Director may or may not in his sole discretion, order the surety to complete the Work.

13.2.3 The Director will notify the Contractor and Surety that the State is considering declaring the Contractor in default and will arrange a hearing with the Contractor and the Surety to discuss methods of performing and completing the contract work.

13.2.4 If the State formally declares the contractor in default the State will demand upon the Surety to complete any and all remaining work pursuant to the terms of the Contract and the Surety Takeover Guidelines incorporated as Appendix B. The Surety may undertake to perform and complete the work itself, through its agents or through independent contractors approved by the State. The State will agree to pay the balance of the Contract price to the Surety in accordance with the terms and conditions of the Contract or to the designee authorized in writing by the surety upon acceptance of the Surety's completion plan pursuant to Appendix B. incorporated herein.

13.2.5 The surety agrees to complete any investigation into the default of the Contractor and advise the Group Director as to its intended course of action within ten days of receipt of the written notice of default. That notice will detail the underlying reasons for the default and provide pertinent documentation including the surety takeover guidelines of the Contracting Officer. Any request by a surety for execution of a takeover agreement, shall be delivered to

the Contracting Officer for consideration, within the same ten day period. No changes in the terms and conditions of the Contract will be considered. All rights remedies and defenses of the parties are reserved and no rights, remedies or defenses of the parties are waived, by virtue of the surety's agreement to assume contract performance under the bond

13.2.6 The Surety may elect to forfeit the remaining penal sum of the Performance Bond within twenty days of notification of default by the State; with no additional penalties imposed, upon the execution of a release prepared by the State. The State will determine the value of the remaining Work based upon its investigation of the Work in place against payments previously authorized. As soon as practical the Surety will tender payment therefore to the State.

13.2.7 If the surety fails or refuses to complete the Work within twenty five days of the notification of the contractors default or if the Surety fails or refuses to complete the work within the time frames allotted by the State, the Group Director may take over the Work and prosecute it to completion by contract publicly let or otherwise, and may take possession of and utilize in completing the Work, such of the Contractor's materials, equipment and plant as may be on the Site of the Work. Whether or not the right to terminate is exercised, the Contractor and the Surety shall be liable for any damage to the State resulting from the failure or refusal to complete the Work in accordance with the Contract or the failure to complete the Work within the time provided by the Contract.

13.2.8 Should the Surety fail to commence the work the Group Director will notify the Surety that the State is considering declaring the Surety in default and will arrange a hearing with the Surety to discuss methods of performing and completing the contract work. It is the policy of the Office of General Services, Design and Construction Group to let a Contract for the remaining work after the 21<sup>st</sup> day of the demand upon the Surety to complete the Work pursuant to the terms and conditions of the Contract, and the Performance Bond filed with the Office of the State Comptroller.

13.3 The amount of Liquidated Damages shall be the product of \$1,000.00 times the number of days of delay in physical completion of the work. Upon the assessment of such damages the State may withhold the sum of the damages contemplated from payments to avoid an overpayment to any firm where damages would apply.

13.3.1 If the Group Director terminates the Contract, damages shall consist of liquidated damages, if any, until the Work is physically completed, plus any increased costs occasioned the State in completing the Work.

13.3.2 If the Group Director does not terminate the Contract, the damages shall consist of liquidated damages, if any, until the Work is physically completed.

13.4 The Contract shall not be so terminated nor the Contractor charged with resulting damage if:

13.4.1 The delay in the completion of the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers, and

13.4.2 The Contractor notifies the Director in writing of the causes of delay within ten days from when the Contractor knew or ought to have known of any such delay.

13.5 The Director will ascertain the facts and the extent of the delay and extend the time for completing the Work when, in the Director's judgment, the findings of fact justify such an extension, and the Director's findings of fact shall be final and conclusive on the parties.

13.6 If after notice of termination of the Contract, it is determined for any reason the Contractor was not in default or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience clause.

13.7 The rights and remedies of the State provided in this Article are in addition to any other rights and remedies provided by law or under this Contract.

13.8 The State, as defined in Article 2 of these General Conditions, reserves the right to terminate this contract in the event it is found that the certification filed by the offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Governmental Entity may exercise its termination right by providing written notification to the offerer in accordance with the written notification terms of the contract.



## ARTICLE 14 - TERMINATION OF CONTRACTOR'S EMPLOYMENT FOR THE CONVENIENCE OF THE STATE OF NEW YORK

14.1 The Group Director may terminate this Contract whenever the public interest so requires by delivering to the Contractor a notice of termination specifying the extent to which performance of Work under the Contract is terminated and the date upon which such termination becomes effective. Upon receipt of the notice of termination, the Contractor shall act promptly to minimize the expenses resulting from such termination. The State shall pay the Contractor the sum of:

14.1.1 The costs actually incurred by the Contractor, subcontractors, and sub-subcontractors or their suppliers up to the effective date of such termination, and

14.1.2 The cost of settling and paying claims, provided the concurrence of the Contracting Officer is obtained prior to agreeing to any such settlement, arising out of the termination of Work under subcontracts or orders exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the notice of termination of Work under this Contract, which amounts shall be included in the cost on account of which payment is made under 14.1.1 above, and

14.1.3 An amount determined by adding to the amount of the costs under 14.1.1 above a sum equal to 20% (comprised of 10% overhead and 10% profit) thereof, provided, however, that if it appears that the Contractor would have sustained a documentable loss on the entire Contract had it been completed, an appropriate adjustment shall be made reducing the amount to be paid under this Article to reflect the indicated rate of loss.

14.2 In no event shall the Contractor's compensation exceed the total Contract amount.

14.3 The detailed estimate or amount of progress payments made to the Contractor prior to the day termination was effective shall not be conclusive evidence of costs incurred but progress payments shall be offset against any payment which the State makes to the Contractor as a result of such termination.

## ARTICLE 15 - DISPUTES

15.1 The Contractor specifically agrees to submit, in the first instance, any dispute or disagreement relating to the performance of this Contract to the Group Director, who shall render a decision in writing and furnish a copy thereof to the Contractor. The Contractor agrees that this clause does not apply to any dispute or disagreement which involves delay, acceleration, interference or any other act or omission constituting a breach of contract;

any matter relating to extensions of time, bonuses or liquidated damages; to the value of any order on contract or field order (issued pursuant to Division 01 - General Requirements); any termination for cause or convenience; or to termination costs allowable pursuant to contract.

15.2 The Contractor must request such decision in writing by certified mail no more than fifteen days after the Contractor knew or ought to have known of the facts which are the basis of the dispute or disagreement. Such writing shall identify the nature of the dispute or disagreement; identify the person who rendered the decision or interpretation involved and the date of the decision or interpretation with which the Contractor disputes or disagrees, attaching a copy of such decision or interpretation; contain a statement of the contractual basis for the dispute or disagreement; and identify the relief sought.

15.3 The Group Director may cause an investigation to be made of the circumstances involving the dispute or disagreement and may cause a fact-finding proceeding to be conducted before rendering the decision.

15.4 The Contractor agrees that the decision of the Group Director shall be final and conclusive. Nothing in this Contract shall be construed as making final the decision of any administrative official upon a question of law.

## ARTICLE 16 - STATUTORY REQUIREMENTS FOR UTILIZATION OF MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

16.1 Pursuant to Section 313 of Article 15-A of the Executive Law of the State of New York, the Director of the Division of Minority and Women's Business Development has promulgated rules and regulations (Parts 140 through 145 of Subtitle N of Title 9 New York Code of Rules and Regulations) (the "Regulations") for the purposes of ensuring that certified Minority and Women owned Business Enterprises shall be given the opportunity for meaningful participation in the performance of State contracts and to facilitate the award of a fair share of State contracts and subcontracts to such business enterprises.

16.2 The Contractor shall make a good faith effort to solicit active participation in the Work by enterprises identified in the directory of certified businesses obtainable from the Division of Minority and Women's Business Development, New York State Department of Economic Development.

16.3 The Contractor agrees, as a material condition of this contract, to be bound by the provisions of Section 316 of Article 15-A of the Executive Law of the State of

New York which relates to the resolution of disputes which may arise under this Article.

16.4 The Contractor agrees to include the provisions of Paragraphs 16.2 and 16.3 of these General Conditions in every subcontract it enters into as to Work in connection with this Contract in such a manner that the provisions will be binding upon such subcontractor. However, the provisions of this paragraph shall not be binding upon the Contractor or its subcontractors in the performance of work or the provision of services that are unrelated, separate or distinct from this Contract as expressed by its terms.

16.5 The Regulations referred to in Paragraph 16.1 of these General Conditions require, among other things, that a bidder or proposer for a State contract submit a utilization plan which shall identify certified Minority or Women Owned Business Enterprises which the bidder/proposer intends to use in connection with the performance of the proposed State contract. Such a utilization plan shall be submitted after bids are opened but prior to contract award.

16.5.1 Pursuant to the Regulations: (1) the Commissioner may require the submission by the Contractor of compliance reports relating to the implementation of and adherence to the utilization plan in performing the Contract; (2) the Commissioner shall allow the Contractor to apply for a partial or total waiver of the Minority and Women Owned Business participation requirements; (3) the Contractor may file a complaint with the Executive Director of the Division of Minority and Women's Business Development regarding a denial of a request for waiver of Minority and Women Owned Business participation requirements; (4) the Commissioner may file a complaint with the Executive Director of the Division of Minority and Women's Business Development in the event the Contractor fails to comply with the Minority and Women Owned Business participation requirements set forth in this Contract; and (5) the Commissioner may disqualify the Contractor's bid or proposal as being non-responsive for failure to remedy notified deficiencies contained in the Contractor's utilization plan after an administrative hearing on the record, reviewing all grounds for disqualification stated by the Commissioner and taking into consideration all the criteria set forth in Section 313 of the Executive Law.

16.5.2 The Contractor is referred to the entirety of the provisions of Section 316 of Article 15-A of the Executive Law of the State of New York and of the Regulations for the Contractor's full familiarization with their applicable provisions as terms of this Contract.

## ARTICLE 17 - COORDINATION OF SEPARATE CONTRACTS

17.1 The State may award other contracts which affect the Work of this Contract. In that event, the Contractor shall coordinate its Work with the work of other contractors in such manner as the State may direct. Each contractor shall control and coordinate the work of its subcontractors, if any. The State shall approve or require the modification of the work schedules of all contractors to the end that the Project may be progressed as expeditiously as the case permits.

17.2 If any part of the Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report in writing to the Director's Representative any defects in such work. The Contractor's failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's Work.

17.3 The Director's Representative shall issue appropriate directions and take such other measures to coordinate and progress the Work as may be reserved to the State in the Contract, and which an ordinarily reasonable project owner in similar circumstances would be expected to take.

17.4 The award of more than one contract for the Project requires sequential or otherwise interrelated contractor operations, and will involve inherent delays in the progress of any individual contractor's work. Accordingly, the State does not guarantee the unimpeded operations of any contractor. The Contractor acknowledges these conditions, and understands that the Contractor shall bear the risk of all delays caused by the presence or operations of other contractors engaged by the State and delays attendant upon any State-approved construction schedule.

17.5 The State shall not be liable for delays which occur by reason of any contractor's failure to comply with directions of the State or because of the neglect, failure or inability of any contractor to perform its work efficiently.

17.6 The Contractor shall defend, indemnify and hold the State harmless from any and all claims or judgments of damages and from costs and expenses to which the State may be subjected or which it may suffer or incur by reason of or based upon an allegation of the Contractor's failure to promptly comply with the directions of the Director's Representatives.

17.7 Should the Contractor sustain any damage through any act or omission of any other contractor having a contract with the State for the performance of work upon the Site 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 contractor, the Contractor shall have no claim against the State for such damage, but shall have a right to recover such damage from the other contractor under the provision similar to the following provision which has been or will be inserted in the contract with such other contractors.

17.8 Should any other contractor having or who shall hereafter have a contract with the State for the performance of work upon the Site sustain any damage through any act or omission of the Contractor hereunder 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 indemnify and hold the State harmless from all such claims.

#### ARTICLE 17A - DELAYS

17A.1 For the purposes of this Contract, the term delay includes delay, disruption, interference, inefficiencies, impedance, hindrance and acceleration.

17A.2 The Contractor agrees to make claim only for additional costs as defined in Document 012200, section 1.01, paragraph H from causes listed below, attributable to delay in the performance of this contract, occasioned by any act or omission to act by the State or any of its representatives. The Contractor also agrees that delay from any other cause shall be compensated for solely by an extension of time to complete the performance of the work.

17A.2.1 The failure of the State to take reasonable measures to coordinate and progress the work.

17A.2.2 Extended delays attributable to the State in the review or issuance of orders on contract or field orders, in shop drawing reviews and approvals or as a result of the cumulative impact of multiple orders on contract, which constitute a qualitative change to the project work and which have a verifiable impact on project costs.

17A.2.3 The unavailability of the site for such an extended period of time which the Director determines to significantly affect the scheduled completion of the contract.

17A.2.4 The issuance by the Director of a stop work order relative to a substantial portion of work for a period exceeding thirty days.

17A.3 The Contractor shall provide "notice of claim" of an anticipated claim for delay to the Contracting Officer by personal service or certified mail no more than fifteen days after the Contractor knew or ought to have known

of the facts which form the basis of the claim. The Contracting Officer shall acknowledge receipt of the Contractor's notice, in writing, within five days. The Contractor agrees that the State shall have no liability for any damages which accrue more than fifteen days prior to the delivery or mailing of the required notice. The notice shall at a minimum provide a description of any operations that were, are being, or will be delayed, the date(s) and reasons for the delay, and, to the extent known, the information required by Paragraph 17A.6 of these General Conditions. In no case, shall oral notice to the Director's Representative or contracting officer constitute notice under this provision or be deemed to constitute a waiver of the written notice requirement. In no case, shall written notice to the Director's Representative or any other individual other than the Contracting Officer constitute notice under this provision or be deemed to constitute a waiver of the written notice requirement. The Contracting Officer is located at the following location:

Division of Contract Administration  
Contracting Officer  
35<sup>th</sup> Floor, Corning Tower  
Albany, New York 12242

17A.4 Failure by the Contractor to adequately progress the completion of the work will be considered in determining the causes of delay. For any claim asserted under this Article, the Contractor shall keep detailed written records of the costs and shall make them available to the Contracting Officer at any time for the purposes of audit and review. Failure by the Contractor to provide the required written notice or to maintain and furnish records of the costs of such claims to the Contracting Officer shall constitute a waiver of the claim.

17A.5 The provisions of this Article apply only to claims for extra or additional costs attributable to delay and do not preclude determinations by the Director allowing reimbursement for additional costs for extra work pursuant to Article 10 of these General Conditions.

#### 17A.6 REQUIRED CONTENT OF CLAIM SUBMISSION.

17A.6.1 As noted in Paragraph 17.A.3 of these General Conditions, all claims for delay shall be submitted in writing to the Contracting Officer and must be in sufficient detail to enable the Contracting Officer to ascertain the basis and the amount of each claim. The following information shall be provided by the Contractor upon request of the Contracting Officer if not previously supplied:

a. A description of the operations that were delayed, the reasons for the delay and an explanation of how they were delayed.

b. A detailed factual statement of the claim providing all necessary dates, locations and items of work affected by the claim.

c. An as-built chart, "Critical Path Method" scheme or other diagram or chart depicting in graphic form how the operations were or are claimed to be adversely affected including the report and conclusions of all engineering and scheduling experts or other consultants, if any.

d. The date on which actions resulting in the claim occurred or conditions resulting in the claim became evident.

e. A copy of the approved project schedule and a copy of the "notice of claim" required for the specific claim by Paragraph 17A.3 of these General Conditions.

f. To the extent known, the name, function, and activity of each State official, employee or agent, involved in, or knowledgeable about facts that gave rise to such claim.

g. The name, function, and activity of each Contractor or subcontractor officer, or employee, involved in, or knowledgeable about facts that gave rise to such claim.

h. The identification of any pertinent documents, and the substance of any material oral communication relating to such claim.

i. The amount of additional compensation sought and a breakdown of that amount into the categories specified in Division 01 - General Requirements.

j. If an extension of time is also requested, the specific number of days for which it is sought and the basis for such request as determined by an analysis of the construction progress schedule.

#### 17A.7 REQUIRED CERTIFICATION OF CLAIMS.

17A.7.1 When submitting any notice of claim or claim data, the Contractor must certify in writing and under oath:

a. That supporting data is accurate and complete to the Contractor's best knowledge and belief;

b. That the amount of the claim and the claim itself accurately reflects what the Contractor in good faith believes to be the State's liability.

17A.7.2 If the Contractor is an individual, the certification shall be executed by that individual. If the Contractor is not an individual, the certification shall be executed by a company official in charge of the Contractor's operations pertaining to this contract or an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

17A.7.3 Failure to timely comply with any of the requirements of Article 17A for the submission of any claim for delay may constitute grounds for denial of such claim.

#### ARTICLE 18 - RESPONSIBILITY FOR DAMAGE

18.1 The Contractor shall faithfully perform and complete all of the Work required by the Contract, and has full responsibility for the following risks:

18.1.1 Loss or damage, direct or indirect, to any property owned by the State or to the Work including the building or structure in which the Work is being performed, or any other construction in progress whether being performed by any other contractor or the State, or to any plant, equipment, tools, materials or property furnished, used, installed or received by the Director under this Contract or any other contract. The Contractor shall bear all such risk of loss or damage, until all of the Work covered by the Contract has been finally accepted. In the event of such loss or damage the Contractor shall forthwith repair, replace, and make good any such loss or damage without additional cost.

18.1.2 Injury to persons (including death resulting there from), or damage to property caused by an occurrence arising out of the performance of this Contract for which the Contractor may be legally liable under the laws of torts.

18.2 The Contractor, however, shall not be responsible for damages resulting from faulty design or from willful acts of State officials or employees or from negligence resulting solely from acts or omissions of the State, its officers or employees. Nothing herein shall vest in third parties any right of action beyond such as may legally exist irrespective of this Article.

18.3 The Contractor shall indemnify and save harmless the State, its employees and agents from suits, actions, damages, and costs of every name and description relating to the performance of this Contract during its prosecution and until the acceptance thereof, and the State may retain such moneys from the amount due the Contractor as may be necessary to satisfy any claim for damages recovered against the State. The Contractor's obligations under this paragraph shall not be deemed waived by the failure of the State to retain the whole or any part of such moneys due the Contractor, nor shall such obligation be deemed limited or discharged by the enumeration or procurement of any insurance for liability for damages imposed by law upon the Contractor, subcontractor or the State.

#### ARTICLE 19 - INSURANCE - BUILDER'S RISK, LIABILITY AND WORKERS' COMPENSATION

19.1 Before commencing the Work and until the established Physical Completion date, all insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; and the Contractor shall furnish to the Contracting Officer a Certificate of

Insurance in a form satisfactory to the Contracting Officer showing that the Contractor has complied with this Article. Insurance shall be maintained with insurance carriers licensed to do business in New York State and acceptable to the Contracting Officer; shall be primary and non-contributing to any insurance or self insurance maintained by OGS; and shall be endorsed to provide written notice be given to the Contracting Officer at least thirty days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail, any notice shall be addressed to:

Division of Contract Administration  
Director  
35<sup>th</sup> Floor, Corning Tower  
Albany, New York 12242

19.1.1 The endorsement shall name The People of the State of New York, its officers, agents, employees and the assigned construction manager as additional insureds there under. This additional insured shall be primary and non-contributory. (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number CG 20 11 85 and a copy of which shall be furnished along with the Certificate of Insurance.) The Contracting Officer may modify the provisions of this Article when deemed in the best interest of the State by order on contract or field order.

19.1.2 The Contractor, throughout the term of this Contract, or as otherwise required by this Contract, shall obtain and maintain in full force and effect on an occurrence form, the following insurance with limits not less than those described in this article, and as required by the terms of this Contract, or as required by law, whichever is greater. If such insurance contains an aggregate limit, it shall apply separately on a per job, per location basis.

19.1.3 The Contractor shall be solely responsible for the payment of all deductibles and Self Insured Retentions.

19.1.4 Not less than thirty days prior to the expiration date or renewal date of any insurance policies reflected on such certificates, the Contractor shall supply OGS updated replacement Certificates of Insurance, and amendatory endorsements.

19.2 The kinds and amount of insurance is as follows:

19.2.1 Workers' Compensation Insurance and Disability Benefits Law. A policy covering the obligations of the Contractor in accordance with the Workers' Compensation Law and the Disability Benefits Law covering all operations under the Contract, whether performed by the Contractor or by its subcontractor.

19.2.2 Commercial General Liability, and if necessary, Commercial Umbrella Liability Insurance with a limit of not less than \$2,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability resulting in Bodily Injury, Property Damage, Personal Injury or loss of use arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

If such insurance contains an aggregate limit, it shall apply separately on a per job, per location basis.

19.2.3 Comprehensive Business Automobile Liability, and if necessary, Commercial Umbrella Liability Insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

19.2.4 Builder's Risk: The Contractor shall be liable for any and all damages and losses to the Project prior to the State of New York's acceptance of the Project as fully completed except that the Contractor shall not be liable for:

19.2.4.1 Losses covered by the Builder's Risk property insurance provided by the State of New York; except that the Contractor shall be liable for the applicable deductible.

19.2.4.2 All policies shall be issued by insurance companies licensed to conduct such business under the laws of the State of New York, shall be written for the benefit of the State of New York and for the Contractor as their interests may appear, and shall run until the contract physical completion date. The State of New York must be listed as loss payee pursuant to this policy. Policies expiring on a fixed date before physical completion must be renewed and re-filed not less than thirty days before such expiration date.

19.2.5 If the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any petroleum, petroleum product, hazardous material or substance including asbestos, lead or mold, and those as defined by applicable State and federal laws and regulations, the Contractor shall procure, or otherwise obtain through an approved subcontractor, and maintain in full force and effect throughout the term of the contract, and for two years after completion hereof, pollution legal liability insurance with limits of not less than \$5,000,000, providing coverage for bodily injury and property

damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against OGS arising from Contractor's work. The State of New York shall be named as additional insured and this shall be primary.

19.2.5.1 If automobiles are to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.

19.3 The Contractor may provide the required proof of insurance on industry forms provided that no other endorsements exclude, delete or restrict those coverage's provided for by this article. It is required that companies affording coverage list the company name in full as filed with the New York State Insurance Department. The contract number and project location must be provided in order to approve the certificate.

19.4 Should the Contractor fail to provide or maintain any insurance required by law the Contract will be considered null and void. Further, no contractor is permitted to access the project site without providing proof of proper insurance to the Contracting Officer or his designated representative. No payments will be authorized by the Contracting Officer to any firm who fails to comply with the provisions of this Article.

## ARTICLE 20 - OCCUPANCY PRIOR TO COMPLETION AND ACCEPTANCE

20.1 The State shall have the right to take possession of or use any completed or partially completed portion of the Work. Written notice of such possession shall be given to the Contractor by the Director. The notice shall identify the date when such possession shall commence and the area, equipment or system involved. Written notice shall also be given the Contractor for any cessation of such possession by the State. Such possession or use shall not be deemed an acceptance of any Work. While the State is in such possession, the Contractor, notwithstanding the provisions of Article 18 of the Contract, shall be relieved of the responsibility for loss or damage to the Work except for that resulting from the Contractor's fault or negligence. If such possession or use by the State delays the progress of the Work or causes additional expense to the Contractor, an adjustment in the Contract price and/or the time of completion shall be made and the Contract modified in writing accordingly. The provisions relating to an adjustment in the Contract price or the time of

completion contained in this paragraph shall not apply to occupancy or possession after Substantial Completion.

## ARTICLE 21 - PAYMENT

21.1 The Contractor shall submit monthly, or at more frequent intervals if permitted in writing by the Contracting Officer, a requisition for a progress payment to the designated payment office for Work performed and materials furnished up to the date of the requisition, less any amount previously paid to the Contractor. Except as otherwise provided by this Contract, the Contracting Officer shall approve and cause to be paid the requisition for the progress payment less an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged and less any amount authorized by law to be retained. The requisition shall be in such form and supported by such evidence as the Contracting Officer may reasonably require. The designated payment office is listed as follows:

Division of Contract Administration  
Bureau of Contract Performance  
35<sup>th</sup> Floor, Corning Tower  
Albany, New York 12242

21.1.1 For those contracts designated as Labor and Material reimbursement or similar type contracts, the contractor shall submit to the Contract Payment Audit Group no later than 60 days from the period of when the work occurred, acceptable proof of labor and material costs specific to the approved scope of work as verified by the Directors Representative, to the Contracting Officer for audit, verification and approval prior to the submission of any payment. The Contract Payment Audit Group is located at the following location:

Division of Contract Administration  
Contract Payment Audit Group  
35<sup>th</sup> Floor, Corning Tower  
Albany, New York 12242

21.1.2 The submittal of cost for reimbursement to the Contractor shall be in such form and supported by such evidence as the Contracting Officer may reasonably require.

21.1.3 For those contracts designated as Electronic Contractor Requisition (ECR) eligible, if the contractor agrees to participate (participation is not mandatory – a contractor may still elect to submit paper requisitions), the contractor shall provide an Electronic Contractor Requisition (ECR) Program Certification form which shall become part of this agreement. The contractor further certifies that the individual certifying the requisition is duly authorized to undertake requisitioning transactions. The contractor understands that the State will rely on the information disclosed in the contractor's requisition consistent with all of the

provisions of this Article. A contractor need not submit electronic requisitions in order to receive electronic payments.

21.2 The Director or the Contracting Officer may refuse to approve the requisition or a portion of it if the Contractor is failing or refusing to prosecute the Work in accordance with the Contract.

21.3 Payment will be made for approved materials not yet incorporated in the Work which are in short and/or critical supply and for materials determined to be specifically fabricated for the project. Requisitions which require payment for materials shall be accompanied by a notarized statement certifying that the materials for which payment is requisitioned are the Contractor's property and have been suitably stored and insured. The Contractor shall provide such evidence of the value of the material stored as the Contracting Officer may reasonably require. The Contractor shall have full continuing responsibility to insure and protect such materials and maintain them in proper condition to fulfill Contract requirements when installed.

21.4 When the Work or major milestones thereof as contemplated by the terms of this Contract are substantially completed, the Contractor shall submit to the Contracting Officer a requisition for payment of the remaining amount of the Contract balance. Upon receipt of such requisition the Contracting Officer shall, except as otherwise provided by this Contract, approve and cause to be paid the remaining amount of the Contract balance less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. As the remaining items of Work are satisfactorily completed or corrected, the Contracting Officer shall cause to be paid, upon receipt of a requisition, for these remaining items less an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged.

21.5 No more than 60 days after the issuance of the Physical Completion Report, the Contractor shall submit to the Contracting Officer or his designated representative a requisition for payment of the remaining Contract balance. Upon receipt of this requisition, the Contracting Officer shall, except as otherwise provided by this Contract, approve and cause such requisition to be paid less any amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. The Contractor waives any claim or right to payment of any contract balance which has not been requisitioned for payment within 60 days of the issuance of the Physical Completion Report.

21.6 The final certificate letter will not be issued until all the labor and material required by the Contract has

been furnished and completed, all disputes and claims relating to the performance of the Contract considered and disposed of and all accounts for extra work and materials and allowances for omissions have been rendered and considered. The Contractor waives any claim or right to additional compensation which has not been submitted in writing via certified or registered mail to the Contracting Officer pursuant to Article 17A, within thirty days of the issuance of the Physical Completion Report.

21.7 The final certificate letter will constitute the acceptance of the Work by the State, except as to Work thereafter found to be defective. The date of such certificate shall be regarded as the date of acceptance of the Work.

21.8 No payment will be made to a foreign Contractor until it furnishes satisfactory proof that it has paid all taxes required of foreign Contractors under the provisions of the New York State Tax Law. A foreign Contractor as used in this paragraph shall mean a Contractor denominated "foreign" by the New York State Tax Law.

21.9 The contractor is advised that consistent with Subdivision 3-a, of Section 220 of the Labor Law, the filing of certified payroll records is a condition precedent to payment of any sums due and owing to any person performing work on this project. The failure to file pursuant to this section will result in a payment delay until such time as the filing occurs.

21.10 The Contractor acknowledges that it will not receive payment on any requests for payment unless the contractor complies with the State Comptroller's electronic payment deposit procedures. Payments requested by the contractor will only be facilitated via electronic deposit, except where the Commissioner has expressly authorized payment by paper check.

## ARTICLE 22 - AUDITS AND RECORDS

22.1 The Group Director, the Comptroller or their representatives shall have the right to examine all books, records, documents, and other data of the Contractor, subcontractors, material-men or suppliers relating to the bidding, pricing or performance of this Contract or any change or modification thereto for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data submitted. This right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted along with the computations and projections used therein.

22.2 The above materials shall be made available at the office of the Contractor, subcontractors, material-men or suppliers at all reasonable times for inspection,

audit or reproduction until the expiration of six years from the date of the final certificate for the Contract.

22.3 If this Contract is completely or partially terminated, the records relating to the Work terminated shall be made available for a period of six years from the date of any resulting final settlement.

22.4 Records which relate to the Disputes Clause of this Contract or litigation or the settlement of claims arising out of the performance of this Contract shall be made available until such appeals, litigation or claims have been disposed of.

22.5 The Contractor shall insert a clause containing all of the provisions of Paragraphs 22.1 to 22.4 of these General Conditions in all subcontracts or purchase orders issued hereunder.

22.6 The Contractor shall make available to the Contracting Officer, upon written request, all records required to be kept by this Contract or by Article 3-A of the Lien Law. The failure to provide said records upon the receipt of the written request shall bar any recovery for claimed extra or additional costs under this Contract.

#### ARTICLE 23 – LABOR LAW PROVISIONS

23.1 The contractor shall post, in a location designated by the State, a copy of the New York State Department of Labor schedules of prevailing wages and supplements for this Project, a copy of all re-determinations of such schedules for the Project, the Workers' Compensation Law Section 51 notice, all other notices required by law to be posted at the Site, the Department of Labor notice that this Project is a public work project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the State directs the contractor to post. The contractor shall provide a surface for such notices which is satisfactory to the State. The contractor shall maintain such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The contractor shall post such notices before commencing any Work on the Site and shall maintain such notices until all Work on the Site is complete.

23.2 The contractor shall distribute to each worker for this Contract a notice, in a form provided by the State, that this Project is a public work project on which each worker is entitled to receive the prevailing wage and supplements for the occupation at which he or she is working. Worker includes employees of contractor and all Subcontractors and all employees of Suppliers entering the Site. Such notice shall be distributed to each worker before he or she starts performing any Work of this Contract. At the time of distribution, the contractor

shall have each worker sign a statement, in a form provided by the State, certifying that the worker has received the notice required by this section, which signed statement shall be maintained with the payroll records required by Paragraph 23.3 of these General Conditions.

23.3 The contractor shall maintain on the Site the original certified payroll or certified transcripts thereof which the contractor and all of its Subcontractors are required to maintain pursuant to New York Labor Law Section 220. The contractor shall maintain with the payrolls or transcripts thereof, the statements signed by each worker pursuant to Paragraph 23.2 of these General Conditions.

23.4 A contractor or subcontractor who is required under New York Labor Law Section 220 to maintain transcripts of payroll records must submit to the contracting agency a transcript of the original payroll record within thirty days of issuance of its first payroll and every thirty days, thereafter. The copy of the payroll record must be subscribed and affirmed as true under penalty of perjury. The copy must include the contract number and should be directed to the Director's Representative at the job site. The Directors Representative is hereby designated as the individual responsible for the receipt, collection and review for authenticity of payroll records filed for this contract, consistent with Article 23.4, General Conditions and subparagraph (iii) and (iv) Section 220 Labor Law.

23.5 In accordance with New York Labor Law §222-H, the contractor agrees where the total cost of all work to be performed under the contract is at least two hundred fifty thousand dollars; all laborers, workers, and mechanics employed in the performance of this contract on the public work site, either by the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this contract, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the United States department of labor's occupational safety and health administration that is at least ten hours in duration.

23.6 In accordance with New York Labor Law § 220 (3) (a), the Contractor and every sub-contractor agrees to notify all laborers, workers or mechanics in their employ in writing of the prevailing rate of wage for their particular job classification. Such notification shall be given to every laborer, worker or mechanic on their first pay stub and with every pay stub thereafter. At the beginning of performance of every public works contract, and with the first paycheck after July first of each year, the Contractor and every sub-contractor shall notify all laborers, workers, and mechanics in their employ in writing, in accordance with such form as is prescribed by the department, of the telephone number and address for the department. The notice shall also



inform each laborer, worker, or mechanic of his or her right to contact the department or some other representative if, at any time while working for the public works contractor or sub-contractor, he or she does not receive the proper prevailing rate of wages or supplements for his or her particular job classification that he or she is entitled to receive under the contract.

#### ARTICLE 24 - STATUTORY REQUIREMENTS FOR RESTRICTIONS ON CONTACTS DURING THE PROCUREMENT PROCESS AND DISCLOSURE OF CONTACTS AND RESPONSIBILITY OF OFFERERS MISCELLANEOUS PROVISIONS

24.1 New York State Finance Law §139-k requires that every procurement contract award subject to the provisions of State Finance Law §139-k or §139-j shall contain a certification by the offerer that all information provided to the procuring governmental agency with respect to State Finance Law §139-k is complete, true and accurate. The Contractor shall provide that certification in his contract or agreement.

#### 24.2 New York State Finance Law

24.2.1 New York State Finance Law § 139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law § 163 (9). In accordance with State Finance Law § 139-k, an offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law § 139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity.

24.2.2 As part of its responsibility determination, State Finance Law § 139-k(3) mandates consideration of whether an offerer fails to timely disclose or complete information regarding the above non-responsibility determination. In accordance with law, no procurement contract shall be awarded to any offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. The required forms to be completed by the offerer must be submitted to the Governmental Entity conducting the government procurement. The Governmental Entity will have included the disclosure request in its solicitation of proposals or bid documents or specifications of contract documents, as applicable, for procurement contracts.

#### ARTICLE 25 – MISCELLANEOUS PROVISIONS

25.1 Appendix A, standard clauses for all N.Y. State contracts, is attached hereto and is made a part of this agreement as if set forth herein.

25.2 If, in carrying out this Work, a harmful dust hazard is created for which appliances or methods for the elimination of harmful dust have been approved by the Board of Standards and Appeals, then the Contractor shall install, maintain and effectively operate such appliances and methods during the life of this Contract; and in case of Contractor's failure to comply, as provided by Section 222-a of the Labor Law, the Contract shall be void.

25.3 RETAINED PERCENTAGES: The Contractor agrees that, if the Contract Documents for this Contract includes Performance and Payment Bonds, the State shall retain five percent of the amount of each progress payment in accordance with Section 139-f of the State Finance Law. The Contractor further agrees that, if the Contract Documents for this Contract do not include Performance and Payment Bonds, the State shall retain ten percent of the amount of each progress payment in accordance with Section 139-f of the State Finance Law.

25.4 DOMESTIC STEEL: The Contractor agrees, that if the value of this contract exceeds \$100,000 all structural steel, reinforcing steel and other major steel items to be incorporated in the Work of this Contract shall be produced and made in whole or substantial part in the United States, its territories or possessions.

25.5 COMMENCEMENT OF ACTIONS: The time, as prescribed by law, within which an action on the contract against the Contractor must be commenced shall be computed from the completion of physical work. The Contractor may notify the State in writing that the physical work of the contract has been completed by specifying a completion date, which date shall be no more than thirty days previous to the date of such notice. The completion date set forth in such notice shall be deemed the date of completion of the physical work unless the State, within thirty days of receipt of such notice, notifies the Contractor in writing of its disagreement. Any notice pursuant to this paragraph shall be sent by the Contractor by Certified Mail and addressed to:

Division of Contract Administration  
Contracting Officer  
35<sup>th</sup> Floor, Corning Tower  
Albany, New York 12242

25.5.1 In the event that the Contractor fails to send the notice provided for herein or the State disagrees in the manner provided for herein, the date of completion of the physical work shall be determined in any other manner provided by law.

25.6 WORKER'S COMPENSATION LAW: In accordance with Worker's Compensation Law (WCL) §141-b (Suspension and Debarment), any person subject to a final assessment of civil fines or penalties or a stop-work order, or that has been convicted of a misdemeanor for a violation of WCL §§ 26 (Enforcement of Payment in Default), 52 (Effect of Failure to Secure Compensation) or 131 (Payroll Records), and any substantially-owned affiliated entity of such person, shall be ineligible to submit a bid on or be awarded any such public work contract or subcontract with the State, any municipal corporation or public body for a period of one (1) year from the final determination or conviction. Any person convicted of a felony under Article 8 (Administration) of the WCL, or a misdemeanor under WCL §§125 (Job Description Prohibited Based on Prior Receipt of Benefits) and 125-a (Civil Enforcement) shall be ineligible to submit a bid or be awarded any public work contract or subcontract with the State, any municipal corporation or public body for a period of five (5) years from such conviction.

25.7 ENVIRONMENTAL CONSERVATION LAWS: The Contractor certifies and warrants that all heavy duty vehicles, as defined in New York State

Environmental Law (ECL) section 19-0323, to be used under this Contract, will comply with the specifications and provisions of ECL section 19-0323 and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification for a waiver under this law will be the responsibility of the Contractor.

25.8 REPORTING OF ILLEGAL ACTIVITY: During the term of the contract, the Contractor agrees to report any observed or suspected illegal activity of its employees, agents or other third parties, to the Contracting Officer at 518-474-0201, the Group Director, OGS Legal Services, the State Inspector General or other law enforcement agency. Failure to report criminal conduct associated with a contract awarded by the Office of General Services, will be considered a material breach of the contract and may provide grounds for disqualification of the subject Contractor or Subcontractor for award of future contracts. The Contractor will include the provisions of this section in every subcontract, in such a manner that the provisions will be binding upon each Subcontractor as to work performed in connection with the State contract.

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**

**TABLE OF CONTENTS**

	<b>Page</b>
1. Executory Clause	22
2. Non-Assignment Clause	22
3. Comptroller's Approval	22
4. Workers' Compensation Benefits	22
5. Non-Discrimination Requirements	22
6. Wage and Hours Provisions	22-23
7. Non-Collusive Bidding Certification	23
8. International Boycott Prohibition	23
9. Set-Off Rights	23
10. Records	23
11. Identifying Information and Privacy Notification	23-24
12. Equal Employment Opportunities For Minorities and Women	24
13. Conflicting Terms	24
14. Governing Law	24
15. Late Payment	25
16. No Arbitration	25
17. Service of Process	25
18. Prohibition on Purchase of Tropical Hardwoods	25
19. MacBride Fair Employment Principles	25
20. Omnibus Procurement Act of 1992	25-26
21. Reciprocity and Sanctions Provisions	26
22. Compliance with Breach Notification and Data Security Laws	26
23. Compliance with Consultant Disclosure Law	26
24. Procurement Lobbying	26
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	26
26. Iran Divestment Act	26-27
27. Admissibility of Contract	27

**STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

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

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed

\$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

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

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

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the

employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.**

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

**8. INTERNATIONAL BOYCOTT PROHIBITION.**

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

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any

amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

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

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

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

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

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

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean

recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

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

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

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

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

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor

either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

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

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

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

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



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

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

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

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

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

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this

agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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

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

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

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

1. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under the Performance Bond.

2. The Surety's obligation under this Bond shall arise after:

2.1 The State has notified the Contractor and the Surety in writing that the State is considering declaring a Contractor in default, or

2.2 The State has declared a Contractor in default and formally terminated the Contractor's right to complete the Contract, and

2.3 The State has agreed to pay the Balance of the Contract Price to the Surety or to a Contractor selected to complete the Contract in accordance with the terms of the Contract with the State.

3. The Surety shall promptly and at its own expense, take the following actions:

3.1 Undertake to perform and complete the Contract, through its agent or retained contractor; according to the following schedule:

Day 1-10 Immediately begins its investigation  
Advises OGS of its Representatives.

Day 10-25 Visits Site with OGS representatives to review the contract documents and completed work; and determines extent of acceptable Work.

Day 25-30 Submits proposed completion contractor, completion plan, and CPM as required, for approval by the Office of General Services.

Day 30-44 As completing contractor, the surety or its representative, presents its list of subcontractors to OGS for approval. Additionally an Insurance Certificate naming the Surety and completion Contractor as named insured must be submitted to the Contracting Officer prior to the beginning any completion of the Work. The completion plan and schedule is returned to Surety.

Day 45 Surety begins the Completion of the Work.

4. If the Surety does not proceed with reasonable promptness, the Surety shall be deemed to be in default on the Bond, and the State shall be entitled to enforce any remedy available pursuant to the terms of the contract.

5. After the State has terminated the Contractor's right to complete the Contract, and if the Surety elects to act then the responsibilities of the Surety to the State shall not be greater than those of the Contractor under the Contract, and the responsibilities of the State to the Surety shall not be greater than those provided under the Contract. To the limit of the amount of this Bond, the Surety is obligated to correct defective work and complete the work of the Contract in a timely manner.

6. The penal sum of the Performance Bond furnished by the contractor to the State, approved and filed with the Office of the State Comptroller, in no way shall be impaired or affected by any other bond that may relate to the contract in question.

**END OF DOCUMENT**

## **DOCUMENT 007305**

### **SUPPLEMENTARY CONDITIONS - LIQUIDATED DAMAGES**

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provisions of that part shall remain in effect.

#### **ARTICLE 2 - DEFINITIONS**

2.11 Delete this Paragraph in its entirety and replace with the following:

2.11 The term “liquidated damages” means the amount of money to be assessed against the Contractor for delay in completion of the Work.

#### **ARTICLE 13 - TIME OF COMPLETION AND TERMINATION FOR CAUSE**

13.3 Delete this Paragraph in its entirety and replace with the following:

13.3 Liquidated Damages: Should Contractor fail to substantially complete the Work within the time frame set forth in the contract, or as described in a subsequent Order(s) on Contract, the Group Director may assess Liquidated Damages for such failure in the amount of \$1,000.00 per day until such time as the Group Director determines that the Work is substantially complete as defined in Section 2.21 herein. Should Contractor fail to achieve physical completion of the work within the time frame set forth in the contract, the Group Director may assess Liquidated Damages for such failure in the amount of \$500.00 per day until such time as the Group Director determines that the Work is physically complete as defined in Section 2.12 herein. Notwithstanding the provisions of Article 21 herein, Contractor agrees that the Group Director may withhold the sum of the Liquidated Damages from payments to be made to Contractor as compensation to the State for administrative fees and public inconvenience.

**END OF DOCUMENT**

## **DOCUMENT 007306**

### **SUPPLEMENTARY CONDITIONS - WARRANTY EXTENSION**

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provision of that part shall remain in effect.

#### **ARTICLE 9 - INSPECTION AND ACCEPTANCE**

9.8 Add the following sub-paragraph:

9.8.1 The one year period required by Paragraph 9.8 of the General Conditions is extended and supplemented for part of the work as described in Section 075323 of the Specifications.

**END OF DOCUMENT**

**DOCUMENT 007307**

**SUPPLEMENTARY CONDITIONS – MWBE-EEO**

**CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE  
CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL  
EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN**

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provisions of that part shall remain in effect.

**ARTICLE 16 - REQUIREMENTS FOR UTILIZATION OF MINORITY- AND WOMEN-OWNED  
BUSINESS ENTERPRISES (MWBEs)**

Add the following:

16.6 Participation by Minority Group Members and Women with Respect to State Contracts: Requirements and Procedures: General Provisions:

16.6.1 OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction (the “Work”).

16.6.2 The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for MWBEs. Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, State or local laws.

16.6.3 Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, a breach of contract, leading to the withholding of funds, liquidated damages pursuant to Section 27.9 herein, and/or enforcement proceedings as allowed by the Contract and applicable law.

16.7 Contract Goals:

16.7.1 OGS hereby establishes an overall goal of 30% for MWBE participation, 15% for Minority-Owned Business Enterprises (“MBE”) participation and 15% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of MBEs and WBEs). The total contract goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under this Contract.

16.7.2 For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section 16.7.1 hereof, Contractor should reference the directory of NYS Certified MBWEs found at the following internet address:

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>.

The MWBE Regulations are located at 5 NYCRR §§ 140 – 145. Additionally, Contractor is encouraged to contact the Division of Minority and Women’s Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

16.7.3 Pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract.

16.7.4 In accordance with Executive Law Section 316-a and 5 NYCRR §142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to OGS for liquidated or other appropriate damages, as set forth herein.

16.7.5 In accordance with 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- a. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.
- b. A list of certified MWBEs appearing in the Empire State Development (“ESD”) MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
- c. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
- d. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
- e. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
- f. Other information deemed relevant to the request.

16.7.6 The goal for participation in the conduct of the Work is expressed as a percentage equal to the dollar value of the Work performed divided by the Contract Sum. Where the cost to the Contractor of a single item of equipment exceeds twenty-five percent (25%) of the total contract price and where the Contractor has shown good faith efforts to obtain such equipment from MWBE manufacturers and suppliers, and was unsuccessful in obtaining the equipment from an MWBE, the cost of such equipment shall be deducted from the contract sum prior to computing the MWBE participation.

16.7.7 The MWBE utilization credit for Work performed by MWBEs will be determined as follows:

- a. Where an MWBE is not the Contractor - MWBE utilization credit will vary depending on how the MWBE performs Work under the Contract, as follows:
  - i. Where the MWBE performs Work under the Contract as a subcontractor, MBE or WBE utilization credit will be 100% of the dollar value of the Work performed by the MBE or WBE.

- ii. Where the MWBE performs Work under the Contract as a manufacturer, MBE or WBE utilization credit will be 100% of the dollar value of the Work performed by the MBE or WBE.
  - iii. Where the MWBE assists in the performance of the Work under the Contract as a supplier, MBE or WBE utilization credit will be 60% of the dollar value of the Work performed by the MBE or WBE.
  - iv. Where the MWBE assists in the performance of the Work under the Contract as a broker, MBE or WBE utilization credit will be equal to the percentage of the commission, or the mark-up percentage, of the items brokered, applied to the dollar value of the Work performed by the MBE or WBE.
- b. Where the Contractor is a joint venture including one or more MWBEs as joint venturers, MBE or WBE utilization credit will be the Contract Sum multiplied by the percentage of the joint venture's profits (or losses) that are to accrue to the MWBE joint venturer(s) under the joint venture agreement.
  - c. Where any MWBE is the Contractor or where the Contractor is a joint venture consisting entirely of MWBEs, and the Contractor can document good faith efforts to subcontract to MWBE subcontractors and/or suppliers - the Contract Sum.

Add the following articles:

## **ARTICLE 26 – EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

26.1 The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over \$25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed, or rendered or furnished to, the contracting State agency (“the Work”) except where the Work is for the beneficial use of the Contractor.

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

26.1.2 By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor’s equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.

The Contractor will include the provisions of Clause 26.1.2 and Clause 26.3 of this Article, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

## **26.2 New York State Contract System Workforce Utilization Reporting Module (Construction)**

The Contractor shall submit, and shall require each of its subcontractors to submit, a Workforce Audit throughout the term of this Contract, by the 10<sup>th</sup> day of each month to report the actual workforce utilized during the previous month in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal



occupational categories. Contractor shall coordinate with its subcontractors to ensure that all workers associated with this Contract are properly counted and reported. To prepare the report, Contractor and its subcontractors shall use the New York State Contract System Workforce Audit Module found at the following website:

<https://ny.newnycontracts.com/>

The Workforce Audit must be submitted electronically in the New York State Contract System (NYSCS). Separate audits shall be completed by Contractor and all subcontractors. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Workforce Audit and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Workforce Audit and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

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

## **ARTICLE 27- MWBE COMPLIANCE**

27.1 By entering into a Contract with OGS, Contractor certifies that it has submitted a completed MWBE Utilization Plan via the New York State Contract System (NYSCS) prior to contract award and will follow such Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section 16.7.1 of this Supplement. The NYSCS may be accessed at <https://ny.newnycontracts.com>. The Utilization Plan shall list the MWBEs the Bidder intends to use to perform the Contract, a description of the Contract scope of work the Bidder intends the MWBE to perform to meet the goals on the Contract, and the estimated, or if known, actual dollar amounts to be paid to an MWBE. If Contractor is unable to submit such Plan through the NYSCS, Contractor certifies that it used Form BDC 328 (Contractor's Utilization Plan) to submit the Plan. The BDC 328 form is available for download at <https://ogs.ny.gov/mwbe/forms>.

27.2 By entering into the Contract, Bidder/Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. When an MWBE is serving as a broker on the Contract, only 25 percent of all sums paid to a broker shall be deemed to represent the commercially useful function performed by the MWBE.

27.3 OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS' acceptance or issue a notice of deficiency within 30 calendar days of receipt. Contractor understands that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments.

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

27.5 Access to the Contractor's Books: The Contractor shall permit access to its books, records and accounts by the State for purposes of investigation to ascertain compliance with the provisions of this Article. The contractor shall include this provision in every subcontract so that such provision will be binding upon each subcontractor.

27.6 If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit an Application for MWBE Waiver form (BDC 333) documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) business days of receipt.

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

## **27.8 Monthly MWBE Contractor Compliance Report**

27.8.1 In accordance with 5 NYCRR § 142.10, Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the NYSCS to report subcontractor and supplier payments made by Contractor to MWBEs performing work under the Contract. The NYSCS may be accessed at <https://ny.newnycontracts.com>. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.

27.8.2 When a Contractor receives a payment from OGS under an OGS contract, it is the Contractor's responsibility to pay its subcontractors and suppliers in a timely manner. On or after the first day of each month, the Contractor will receive an e-mail or fax notification ("audit notice") indicating that a representative of its company needs to log-in to the NYSCS to report the company's MWBE subcontractor and supplier payments for the preceding month. The Contractor must also report when no payments have been made to a subcontractor or supplier in a particular month with entry of a zero dollar value in the NYSCS. Once subcontractor and supplier payments have been entered into the NYSCS, the subcontractor(s) and supplier(s) will receive an email or fax notification advising them to log into the NYSCS to confirm that they actually received the reported payments from the Contractor. It is the Contractor's responsibility to educate its MWBE subcontractors and suppliers about the NYSCS and the need to confirm payments made to them in the NYSCS.

27.8.3 To assist in the use of the NYSCS, OGS recommends that all Contractors and MWBE subcontractors and suppliers sign up for the following two webinar trainings offered through the NYSCS: "Introduction to the System – Vendor Training" and "Contract Compliance Reporting - Vendor Training" to become familiar with the NYSCS. To view the training schedule and to register visit:

<https://ny.newnycontracts.com/events.asp>.

27.8.4 As soon as possible after the Contract is approved, Contractor should visit <https://ny.newnycontracts.com> and click on "Account Lookup" to identify the Contractor's account by company name. Contact information should be reviewed and updated if necessary by choosing "Change Info." It is important that the staff member who is responsible for reporting payment information for the Contractor be listed as a user in the NYSCS. Users who are not already listed may be added through "Request New User." When identifying the person responsible, please add "- MWBE Contact" after their last name (i.e., John Doe – MWBE Contact) to ensure that the correct person receives audit notices from the NYSCS. NYSCS Technical Support should be contacted for any technical support questions by clicking on the links

for “Contact Us & Support” then “Technical Support” on the NYSCS website.

27.8.5 If Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit Contractor’s Monthly Payment Report on Form BDC 58 to OGS, by the 10th day of each month during the term of the Contract, for the preceding month’s activity to: OGS OBD, 29th Floor Corning Tower, Empire State Plaza, Albany, NY 12242. Phone: 518-486-9284; Fax: 518-486-9285.

27.8.6 It is the Contractor’s responsibility to report subcontractor and supplier payments. Failure to respond to payment audits in a timely fashion through the NYSCS, or by paper to OGS, may jeopardize future payments pursuant to the MWBE liquidated damages clause in Section 27.9 below.

## 27.9 Liquidated Damages – MWBE Participation

27.9.1 Where OGS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay liquidated damages to OGS.

27.9.2 Such liquidated damages shall be calculated as an amount equaling the difference between:

- a. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
- b. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

27.9.3 After the Contractor has been afforded the process it is due, if OGS determines that Contractor is liable for liquidated damages and such identified sums have not been withheld by OGS, Contractor shall pay such liquidated damages to OGS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women’s Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

27.10 Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD’s Division of Minority and Women’s Business Development at (855) 373-4692.

## **DOCUMENT 007310**

### **SUPPLEMENTARY CONDITIONS - CONTRACTOR'S SUPERVISION**

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provisions of that part shall remain in effect.

#### **ARTICLE 6 - CONTRACTOR'S SUPERVISION**

ARTICLE 6 Delete this Article in its entirety and replace with the following:

6.1 The Contractor shall designate in writing, competent supervision and/or management representatives as required below to represent the Contractor at all times with authority to act for the Contractor. All direction given to the Contractor's representatives shall be as binding as if given to the Contractor. A superintendent or project manager shall be classified as management representatives included in the Contractor's overhead and shall perform management, supervisory and/or administrative tasks (non labor) only. Individuals listed under this Article shall have the ability to effectively communicate (verbal and written) with all parties associated with the administration/supervision of this contract.

6.1.1 For contracts awarded up to \$1,000,000 the Contractor shall provide a supervisor, for the Contractor's staff, who shall be in attendance at the Site throughout the active performance of the Work, including active performance of the Work by subcontractors.

6.1.2 For contracts awarded from \$1,000,001 to \$5,000,000, the Contractor shall provide a superintendent, for the Contractor's staff, who shall be in attendance at the Site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the Contractor shall provide a supervisor who shall be in attendance at the Site throughout the active performance of the Work until Physical Completion. The superintendent's responsibilities include, but are not limited to, directing and scheduling the Work, attending all Project meetings, coordinating and controlling the Work of subcontractors, and ensuring full compliance with the Contract documents. The Contractor shall also provide a project manager for the Contractor's staff from award through Substantial Completion. The Project Manager's responsibilities shall include, but are not limited to, developing and maintaining the submittal system and project schedules, attending Project meetings, making purchasing and cost decisions on behalf of the Contractor, Orders on Contract responses and negotiations, and closeout and warranty documentation. The Contractor shall provide required information to the Director's Representative for the Project schedule.

6.1.3 For contracts awarded from \$5,000,001 to \$10,000,000, in addition to the requirements of Article 6.1.2, the contractor shall provide a Project Manager for the Contractor's staff that shall be in attendance at the site throughout the active performance of the Work until Substantial Completion.

6.1.4 For contracts awarded for more than \$10,000,000, in addition to the requirements set forth in Article 6.1.3, if at any time the Contractor has more than five subcontractors performing Work on the Site simultaneously, the Contractor shall provide an additional Superintendent to coordinate the Work of the subcontractors.

6.2 Should the Director deem any employees of the Contractor not satisfactory or unfit for their duty, the Contractor shall dismiss them and they shall not again be employed on the Work.

6.2.1 Infractions that are dismissible for project managers, superintendents, or supervisors include, but are not limited to, the failure to develop and maintain Project schedules, failure to comply and enforce safety regulations,

failure to schedule inspections or provide adequate notice as required by Contract Documents, failure to attend and adequately prepare for meetings as required by Contract Documents, and failure to follow directions regarding the Work provided by the Director's Representative.

6.3 The experience levels noted below in this Article will be used in evaluating the qualifications and experience of the supervisors, superintendents, and Project Managers, as applicable.

6.3.1 Supervisors, required by paragraph 6.1.1, shall have a minimum of five years of experience in the role of supervisor with a minimum of three projects of similar size and scope, and shall be subject to review and written approval by the Director's Representative before commencing the Work, and subsequently during the course of the Project if the supervisor is replaced after Work has commenced. The Contractor will provide references to validate qualifications of the proposed supervisor upon request.

6.3.2 Superintendents, required for any contracts awarded above \$1,000,000 as set forth in Article 6.1.2, shall have a minimum of five years of experience in the role of Superintendent with a minimum of three projects of similar size and scope, and shall be subject to review and written approval by the Director's Representative before commencing the Work, and subsequently during the course of the Project if the Superintendent is replaced after Work has commenced. The Contractor will provide references to validate qualifications of the proposed Superintendent upon request.

6.3.3 The Project Manager, required for any contracts awarded above \$1,000,000 as set forth in Article 6.1.2, shall have a minimum of five years of experience in the role of Project Manager with a minimum of three projects of similar size and scope, and shall be subject to review and written approval by the Director's Representative before commencing the Work, and subsequently during the course of the Project if the Project Manager is replaced after Work has commenced. The Contractor will provide references to validate qualifications of the proposed Project Manager upon request.

6.4 No subcontractor shall be allowed at the Work Site before approval by the Director and the Contracting Officer. Before any part of the Contract shall be sublet or material purchased, the Contractor shall submit to the Director in writing the name of each proposed subcontractor and supplier and obtain the Director's written consent to such subcontractor and supplier. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor and supplier by the Director or Contracting Officer without causing delay in the Work of the Project. The Contractor shall promptly furnish such information as the Director or Contracting Officer may require concerning the proposed subcontractor's and supplier's ability and qualifications, and certification status as a Minority- and Women-Owned Business Enterprises and/or Service-Disabled Veteran-Owned Business. Each request for approval of a subcontractor whose subcontract will be valued at \$10,000 or more shall also be accompanied by a NYS Vendor Responsibility Questionnaire - For-Profit Construction properly completed and executed by the proposed subcontractor.

6.5 The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its subcontractors.

6.6 The Contractor shall be responsible for informing its subcontractors and suppliers of all the terms, conditions and requirements of the Contract Documents including, but not limited to, the General Conditions, Supplementary Conditions, the Drawings and Specifications, Appendix A, and changes made by Addenda and Orders on Contract.

**END OF DOCUMENT**

## **DOCUMENT 007311**

### **SUPPLEMENTARY CONDITIONS – PAYMENT**

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provisions of that part shall remain in effect.

#### **ARTICLE 21 - PAYMENT**

Add the following sub-paragraph:

21.2.1 The Director or the Contracting Officer may withhold payment requisitions or refuse to approve a portion of a payment requisition if the Contractor fails to provide an agreed to Baseline Project Work Plan, Project Schedule Updates, Recovery Project Schedule, or other scheduling requirements in accordance with Division 01 - General Requirements.

**END OF DOCUMENT**

**DOCUMENT 007322**

**SUPPLEMENTARY CONDITIONS - WORKERS' COMPENSATION**

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provision of that part shall remain in effect.

**ARTICLE 19 - INSURANCE - BUILDER'S RISK, LIABILITY AND WORKERS' COMPENSATION**

Add the following paragraphs to 19.2.1:

The contractor agrees that pursuant to WCL Section 141-b, this contract may be terminated if it is determined that at the time of either the bid submission or contract award, the contractor was, in fact, debarred by WCL Section 141-b, or was a substantially owned affiliate of a debarred contractor.

Additionally, the contractor agrees that it must replace, at no additional charge to the State, any subcontractor who the State or the contractor learns was debarred by WCL Section 141-b prior to or during the contract.

**END OF DOCUMENT**

## **DOCUMENT 007323**

### **SUPPLEMENTARY CONDITIONS – VENDOR RESPONSIBILITY**

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provision of that part shall remain in effect.

#### **ARTICLE 25 - MISCELLANEOUS PROVISIONS**

Add the following paragraphs:

- 25.10 **VENDOR RESPONSIBILITY:** Contractor shall at all times during the Contract term remain responsible. Contractor agrees, if requested by the Commissioner of OGS or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers any information that calls into question the responsibility of Contractor. In the event of such suspension, Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or his or her designee issues a written notice authorizing a resumption of performance under the contract.

Upon written notice to Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or his or her designee at Contractor's expense where Contractor is determined by the Commissioner of OGS or his or her designee to be non-responsible. In such event, the Commissioner of OGS or his or her designee may complete the contractual requirements in any way he or she may seem advisable and pursue available legal or equitable remedies for breach.

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

**END OF DOCUMENT**



## SUPPLEMENTARY CONDITIONS - ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

## ARTICLE 25 – MISCELLANEOUS PROVISIONS

## 25.11 Encouraging New York State Businesses

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Bidders can demonstrate their commitment to the use of New York State businesses by responding to the question shown below *on the Bid Form for this project*:

The successful bidder who answers “Yes” to this question on the bid form will be required to list the New York State business(es) that will be used on the **Contractor's List of Subcontractors/Suppliers** (Form BDC 329), which must be submitted within *fifteen (15) days after award* of the contract.

Project No. Q1858-C

**DOCUMENT 007326**

**SUPPLEMENTARY CONDITIONS - ORDERS ON CONTRACT (CHANGE ORDERS)**

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provision of that part shall remain in effect.

**ARTICLE 10 - ORDERS ON CONTRACT (CHANGE ORDERS)**

Replace paragraph 10.1 with the following:

10.1 The State may make changes by altering, adding to or deleting from the Work, and adjusting the Contract sum accordingly. All changed Work shall be executed in conformity with the terms and conditions of the Contract Documents unless otherwise provided in the order on contract. Any change in the Contract sum or time for completion of the described work of the order on contract shall be contained in the order on contract. The Contractor shall complete a time impact analysis (TIA) pursuant to specification section 013113 concurrently with the pricing of the order on contract. Potential time adjustments shall be determined based on the TIA with presented costs. If the Work of the order on contract impacts the substantial completion date, the Contractor must notify the Director's Representative prior to the negotiation of the order on contract and a time adjustment may be issued. If the Contractor does not develop a time impact analysis during the negotiation of an order on contract, the Contractor shall forfeit their right to a time adjustment.

Replace paragraph 10.5.1 with the following:

10.5.1 The contractor shall submit a responsive cost proposal to the Director's Representative in proper form subject to the provisions of this Article. The contractor shall respond no later than 15 calendar days from the date of a "request for proposal" from the Director's Representative with their cost proposal and time impact analysis (TIA). If the contractor believes additional time is required to prepare and submit a responsive proposal, a justification and proposed response duration must be submitted to the Director's Representative or his/her designated representative within 10 days from the date of a "request for proposal". If approved, the 10-day requirement will be extended as the State may deem appropriate. Should the contractor fail to respond or fail to submit the required cost proposal within the 15-day requirement, the State shall determine a fair market value for the work proposed and will issue an order on contract or field order to the contract. The Contractor, by failing to respond to a request for proposal or provide an acceptable and responsive cost proposal; waives any claim or rights to any extra and or additional costs and/or time as may be determined by the Contracting Officer, and the overrides resulting from this action will be limited to the values as set forth in section 012200.

**END OF DOCUMENT**

## SUPPLEMENTARY CONDITIONS – SDVOB

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provisions of that part shall remain in effect.

Add the following article:

### **ARTICLE 28 – PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES**

Article 3 of the Veterans’ Services Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOB”), thereby further integrating such businesses into New York State’s economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

#### **28.1 Contract Goals**

28.1.1 OGS hereby establishes overall goals under this contract of 3% for SDVOB participation for the C trade contractor, based on the current availability of qualified SDVOBs. Trades with 0% goals are encouraged to make “good faith efforts” to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should refer to the **List of Certified NYS Service-Disabled Veteran-Owned Businesses**, which can be accessed from the OGS website page at the following link:

<https://online.ogs.ny.gov/SDVOB/search>.

Questions regarding compliance with SDVOB participation goals should be directed to the Designated Contacts specified in Document 002113 Instructions to Bidders. Additionally, following Contract execution, Contractor is encouraged to contact DCSDVOB@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.

28.1.2 Contractor must document “good faith efforts” to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause 28.4 below).

#### **28.2 SDVOB Utilization Plan**

28.2.1 The Contractor’s SDVOB Utilization Plan, using the form BDC 328S, available for download at <https://ogs.ny.gov/veterans/forms>, shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, and the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs af

ter the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to OGS.

28.2.2 The apparent low bidder must submit the completed SDVOB Utilization Plan within seven (7) calendar days after the bids are opened. OGS will review the submitted SDVOB Utilization Plan and advise the bidder of OGS acceptance or issue a notice of deficiency within twenty (20) calendar days of receipt.

28.2.3 If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within nine (9) calendar days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within seven (7) calendar days of notification by OGS, a request for a partial or total waiver of SDVOB participation goals on form BDC 333S. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

28.2.4 OGS may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:

- a. If a Bidder fails to submit an SDVOB Utilization Plan;
- b. If a Bidder fails to submit a written remedy to a notice of deficiency;
- c. If a Bidder fails to submit a request for waiver; or
- d. If OGS determines that the Bidder has failed to document good faith efforts.

28.2.5 If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth in this section.

28.2.6 Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

### **28.3 Request for Waiver**

28.3.1 In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in 28.4 below, may submit a request for a partial or total waiver on form BDC 333S (<https://ogs.ny.gov/veterans/forms>), accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by OGS at that time, the provisions of clauses 28.2.2, 28.2.3 and 28.2.4 will apply. If the documentation included with the waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

28.3.2 Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS, but must be made prior to the submission of a request for final payment on the Contract. Such waiver requests shall be made on form BDC 333S, accompanied by supporting documentation, and emailed to [ogs.sm.sdvobcomp@ogs.ny.gov](mailto:ogs.sm.sdvobcomp@ogs.ny.gov).

28.3.3 If OGS, upon review of the SDVOB Utilization Plan (BDC 328S) and Contractor's Monthly SDVOB Payment Report (BDC 58S), determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within nine (9) calendar days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

#### **28.4 Required Good Faith Efforts**

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- a. A list of the general circulation, trade, and other publications and dates of publications in which the Contractor solicited the participation of certified SDVOBs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.
- b. A list of certified SDVOBs that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified SDVOBs. Describe specific reasons that responding certified SDVOBs were not selected.
- c. Descriptions of the Contract documents, plans and specifications made available to certified SDVOBs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- d. A description of the negotiations between the Contractor and certified SDVOBs for the purposes of complying with the SDVOB goals of this Contract.
- e. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified SDVOBs whom OGS determined were capable of fulfilling the SDVOB goals set in the Contract.
- f. Other information deemed relevant to the request.

#### **28.5 Monthly SDVOB Contractor Compliance Report**

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance each month to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be reported by the Contractor using form BDC 58S (form and instructions located at <https://ogs.ny.gov/veterans/forms>) and emailed by the 10th day of each month for the preceding month's activity to [ogs.sm.sdvobcomp@ogs.ny.gov](mailto:ogs.sm.sdvobcomp@ogs.ny.gov).

#### **28.6 Breach of Contract and Damages**

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

**END OF DOCUMENT**

## **SECTION 011000**

### **SUMMARY OF THE WORK**

#### **PART 1 GENERAL**

##### **1.01 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The title and location of the Work is printed on the cover of this Project Manual.
- B. Type of Contract: Fixed price.

##### **1.02 SUBSTANTIAL AND PHYSICAL COMPLETION DATES**

- A. Substantially complete the Work within 255 days after the Agreement is approved by the Comptroller.
  - 1. The time allocated for the performance of work under this contract includes 10 days for notification of the Contractor of the Comptroller's approval of the Agreement.
  - 2. The approval of the Agreement by the Comptroller constitutes the filing of the Contract Documents as a public record and notice to the Contractor that a fully executed contract exists between the Contractor and the State.
- B. Physically complete the Work within 90 days after the established Substantial Completion date.

##### **1.03 CONTRACT AWARD SUBMITTALS**

- A. Submittal No. 1: Submit the CONTRACTOR'S LIST OF SUBCONTRACTORS-SUPPLIERS information required in SCHEDULES AND RECORDS Article in Specification Section 013000 not later than 15 days after approval of the Contract by the Comptroller.
- B. Submittal No. 2: Submit Preliminary Project Schedule related information noted in 013113 Project Planning and Scheduling or 013200 Construction Progress Documentation, whichever section is applicable, within 15 days after approval of the Contract by the Comptroller for review by the Director's Representative and OGS Scheduling.

##### **1.04 RESTRICTED WORK PERIOD**

- A. Do not perform the roofing and related Work on or after December 1st and up to, but not including April 1st unless approved otherwise, in writing, by the Director. During this period, clear the roof of materials, equipment, and debris. Maintain the roof in a watertight condition.
- B. The Work includes disturbance of roofing materials containing asbestos fibers. If a variance to Industrial Code Rule No. 56 is sought, do not perform the roofing

and related Work until the variance is received from the New York State Department of Labor.

1. If a variance is sought, the time required to obtain the variance will not extend the number of days specified for completion of the Work.
  2. If a variance is sought, forward the required forms to the Department of Labor within 14 days after the Agreement is approved by the Comptroller.
  3. If a variance is sought, begin the roofing and related Work within 14 days of receipt of the variance.
- C. Construction Work Contract: Do not perform the waterproofing and related Work on or after December 1<sup>st</sup> and up to, but not including April 1<sup>st</sup> unless approved otherwise, in writing, by the Director. During this period, clear the work area of materials, equipment, and debris.
- D. The Work includes abatement of asbestos-containing materials. Do not perform other Work in the area of such activity during the abatement of asbestos-containing materials.

#### **1.05 ITEMS NOT INCLUDED**

- A. The following items shown on the Drawings are not included in this Contract:
1. Items indicated "NIC" (Not in Contract).
  2. Existing construction, except where such construction is to be removed, replaced, or altered.

#### **1.06 CONFINED SPACE**

- A. Comply with confined space and permit-required confined space as defined in Title 29, Part 1910, Section 146 of the Code of Federal Regulations (29CFR 1910.146).
- B. Comply with Safety Requirements for Confined Spaces (ANSI/ASSE Z117.1-2009).
- C. All spaces shall be treated as permit-required confined spaces until the Contractor and/or subcontractors are able to re-classify the space to a non-permit confined space as per 29CFR 1910.146 and ANSI/ASSE Z117.1-2009.
- D. Indicated confined spaces are not intended to limit or define Contractor's or subcontractors' regulatory compliance requirements. In addition to confined spaces indicated on the drawings, other confined spaces may be present or created by the work of this contract. Notify the Director's Representative, in writing, of confined spaces created or eliminated during execution of the Work.
- E. For the purpose of inspecting ongoing work, furnish at no additional cost to the State, personnel, as directed, to allow the Director's Representative to enter confined space and permit-required confined space in compliance with Title 29, Part 1910, Section 146 of the Code of Federal Regulations (29CFR 1910.146).

## **1.07 OCCUPANCY**

- A. This is an occupied Facility. The building, except for the work areas below scheduled craning activities, will be occupied during execution of the Work. Ingress to and egress from the building shall be maintained at all times.

## **1.08 CONTRACTOR USE OF PREMISES**

- A. Work hours shall be as established by the Facility authorities through the Director's Representative.
- B. Inform the Director's Representative of work area access requirements. The Director's Representative will coordinate and schedule the requirements with Facility staff to obtain and ensure timely availability of work areas.
- C. Check in with the Facility Representative, as directed, at the beginning of each workday. Furnish information regarding where employees will be working during the day.
- D. Comply with the Facility's Visitor Identification Policy. A copy of the current policy will be distributed at the initial job meeting.
- E. The following items are not allowed on the Site or on Facility premises.
  - 1. Firearms, ammunition, weapons, and dangerous instruments (other than tools required for the Work).
  - 2. Alcoholic beverages and persons under the influence of same.
  - 3. Cannabis and persons under the influence of same. Cannabis, as used herein shall refer to any form of cannabis that has psychoactive properties.
  - 4. Illegal controlled substances and persons under the influence of same.
  - 5. Cameras (except with written permission from the Director's Representative).
- F. Comply with Facility policies relating to smoking at the Site.
- G. Routes of ingress and egress within the building to the location of the Work shall be as directed by the Director's Representative.
- H. Store materials and perform the Work so that pedestrian and vehicular traffic is not obstructed.
- I. Do not diminish the level of life safety during performance of the Work.
- J. Furniture and portable equipment, which interferes with execution of the Work, will be removed, and reset by Facility personnel.
- K. Utility Outages and Shutdowns: Do not interrupt utility services or branch services within the building. Provide temporary services required to maintain such services at all times.



1. During the asbestos abatement portion of the Project, comply with the requirements specified in Section 028213.
- L. Do not use existing elevators for the Work.
- M. Be responsible and accountable for employees, suppliers, subcontractors, and their employees, with regard to their use of the premises. Direct them to comply with the Facility Regulations and with the security and traffic regulations.
- N. Furnish Facility authorities with a telephone number or method to contact the supervisor for the Work in case of an emergency after work hours, including weekends and holidays.
- O. Comply with applicable federal and State of New York Right-to-Know Law provisions. Provide Safety Data Sheets (SDS) documents for products that have SDS data prior to use on the project site.
  1. Upload and maintain electronic SDS documents on the Submittals Website (SDS tab).
  2. SDS tab is organized by prime contracts. To be readily identified, name products with SDS by specification section number and product name.
  3. Supply and maintain one hard copy of the appropriate SDS on the project site and one hard copy with the Facility's Right-to-Know Information Officer.
- P. Direct employees to be watchful for people in or near the work area where safety hazards may be present. Notify the Facility Safety/Security Department, if necessary, to remove them from the work area or Site.
- Q. Report fire and other emergency situations to the Facility Safety/Security Department immediately.

## **1.09 REFERENCE SPECIFICATIONS AND STANDARDS**

- A. Comply with the requirements of the various specifications and standards referred to in these Specifications, except where they conflict with the requirements of these Specifications. Such reference specifications and standards shall be the date of latest revision in effect at the time of receiving bids unless the date is given.
- B. DOT Specifications: If the abbreviation DOT appears in these Specifications, it shall mean the most current edition of the New York State Department of Transportation, Office of Engineering specifications entitled "STANDARD SPECIFICATIONS - CONSTRUCTION AND MATERIALS", including all applicable Addenda in effect at the time of receipt of bids. The DOT specifications may be purchased from the Department of Transportation, Plan and Publication Sales, 50 Wolf Road, Albany, NY 12232, (518) 457-2124.

## **1.10 LAYING OUT**

- A. Examine the Contract Documents thoroughly and promptly report any errors or discrepancies to the Director's Representative before commencing the Work.

- B. Lay out the Work in accordance with the Contract Documents.

#### **1.11 SPECIAL INSPECTIONS**

- A. Special Inspections and tests are required by Chapter 17 of the Building Code of New York State (BCNYS). Inspections & Testing Services will be provided by the state unless otherwise noted.
- B. Contractors are responsible for notifying the Directors Representative regarding individual inspections listed in the **STATEMENT OF SPECIAL INSPECTIONS**. Contractors shall cooperate with the inspectors and testing agencies and sufficient notice and lead time (minimum 48 hours) must be allowed for inspection and testing to be performed.
- C. Where deficiencies are identified, the contractor must take corrective actions to comply with the contract documents or remedy the deficiencies in accordance with Article 9 of the General Conditions.

#### **PART 2 PRODUCTS (Not Used)**

#### **PART 3 EXECUTION (Not Used)**

**END OF SECTION**

## **SECTION 011100**

### **SAFETY**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. This section requires compliance with applicable Safety codes, standards, and regulations, including but not limited to OSHA, Building Code of New York State, Fire Code of New York State, and Facility Regulations.

##### **1.02 RELATED WORK SPECIFIED ELSEWHERE**

- A. Summary of the Work: Section 011000.
- B. Regulatory Requirements: Section 014100.

##### **1.03 DEFINITIONS, ABBREVIATIONS**

- A. OSHA: Occupational Safety and Health Administration.
- B. BCNYS: Building Code of New York State.
- C. EBCNYS: Existing Building Code of New York State.
- D. FCNYS: Fire Code of New York State.
- E. NFPA: National Fire Protection Association.
- F. NEC: NFPA 70E.

##### **1.04 SUBMITTALS**

- A. Provide a SITE SPECIFIC SAFETY PLAN no later than 15 days after approval of the Contract by the Comptroller. The plan must include at a minimum:
  - 1. Cover page including Project Name/Location/Project Number/Contractor Name/Potential Start/Finish Dates.
  - 2. Complete Scope of work.
  - 3. Roles and Responsibilities page identifying Supervision, list of the names of all competent and/or qualified persons, including their qualifications, for each activity requiring a competent person i.e. excavations, scaffolding, rigging, fall protection, etc.
  - 4. A program for implementing appropriate PPE as specified in the High 5. Hazard Assessment detailed in Subparagraph 1.04 A.11 below.
  - 5. A program for assuring employees have proper work attire, i.e. substantial sole safety-toed footwear, long pants, shirts with minimum 4-inch sleeves, etc.

6. A 100% 6-foot conventional fall protection program which provides full body harnesses, lanyards (connectors), and anchorage points, or guardrails for all trades when working 6 feet above a lower level.
  - a. Exception:
    - 1) When the employer can demonstrate that it is infeasible or creates a greater hazard to utilize these systems, the employer shall develop and implement a Fall Protection Plan, which meets the requirements of paragraph (k) 1926.502. This plan must be approved before implementation by the applicable OGS Regional Safety Manager.
    - 2) When working from portable ladders.
7. A program for raising employee awareness through the use of weekly Safety Talks (i.e. "Toolbox Talks" or "Tailgate Meetings") on topics related to upcoming/relevant work on the project. Contractor shall be required to verify that all employees on site participated in meeting, with documentation submitted to the Director's Representative.
8. Confined Space entry program and procedures for entry, when applicable.
9. A written Respirable Silica Protection Plan, including tasks for which employees could reasonably be expected to be exposed to harmful silica dust, and control methods that will be used to limit or eliminate exposure, as well as any PPE necessary to ensure protection.
10. Identify specific hazards related to this Project, and how employees will be protected from those hazards.
11. High Hazard Assessment's detailing procedures for all high hazard work activities including, but not limited to:
  - a. All lifts involving cranes or material handling equipment.
  - b. Scaffolding where scaffold working deck is expected to be 10' or higher from a lower level.
  - c. Demolition.
  - d. Excavations where anticipated depth is 5' or more.
  - e. Hot work activities, which shall follow all applicable requirements stated in NFPA 51B.
  - f. Steel erection with specific fall protection requirements detailed.
  - g. Work at elevations, including roofing work.
  - h. Electrical work involving Lock Out - Tag Out (LOTO) procedures.
    - 1) High Hazard Assessments shall include a step-by-step breakdown of a given task, the hazards associated with each step, the controls that will be utilized to eliminate or minimize the hazards, and the PPE that will be used to protect from remaining hazards.
    - 2) All required certifications shall be provided for all applicable types of work with required training/certifications (i.e. Powder Actuated Tools, Aerial Lifts, Forklifts, Crane Operators License, etc.).
12. A project safety inspection program, with a minimum of one documented safety inspection per week, during the course of construction. Submit copies of all resultant inspection reports to the Director's Representative on a weekly basis.

13. A program for providing proper care for injured employees, including the name of the employee with First Aid/CPR certification who will be on site at all times during the course of construction, to include local hospital/medical facility locations and contact information.
  14. Provide an Emergency Action and Evacuation Plan, including Fire Protection and Emergency Response, when applicable.
    - a. Plan to include:
      - 1) Procedures for reporting a fire or other emergency.
      - 2) Procedures for emergency evacuation, including type of evacuation and exit route assignments.
      - 3) Emergency Contact information.
      - 4) Procedures on how to alert workers of an emergency.
      - 5) Procedures to account for all employees after evacuation and muster/evacuation points.
      - 6) A list of all major fire hazards, to include type of fire protection equipment necessary to control hazard.
- B. Provide safety orientation training for each employee prior to their starting work on site. This orientation shall include, but not be limited to: Fitness for Duty (drug, alcohol, and cannabis policies), training on general safety hazards, site-specific safety policies and procedures, personal protective equipment, injury reporting and protocols, emergency evacuation and preferred medical providers, and HAZCOM (GHS Harmonization). Provide documentation of all safety orientation training for each new employee on the site, including all subcontractors, to the Director's Representative.
- C. Accident Reporting: The Director's Representative shall be immediately notified of any and all accidents. A copy of a written accident report shall be furnished to the Director's Representative within 24 hours of an incident.
1. After any incident on site resulting in an employee being injured or damage to property, a Post- Accident Review Investigation shall be held as soon as possible after any incident. As a minimum, this investigation will involve the injured person, his/her supervisor, the responsible project superintendent and/ or supervisor and the onsite safety supervisor. The contractor shall be responsible to provide a written Post-Accident Corrective Action Plan, which will detail immediate steps taken to correct any unsafe condition that led to injury/property damage, long-term actions to prevent repeat incidents from happening on the site, and roles and responsibilities of individuals who will be implementing the corrective measures, which will be reviewed for effectiveness and continually monitored for implementation.

## **1.05 STOP WORK ACTIVITY AUTHORITY**

- A. All NYS OGS Representatives have the authority to stop a work activity that exposes any Contractor employees to potentially serious injury and/or illness. The responsible Contractor shall immediately cease work, perform an assessment of the activity that is exposing employees to any Immediately Dangerous to Life or Health (IDLH) conditions, and take action necessary to satisfactorily address the unsafe condition(s), at no cost to the State. The activity may only resume when a NYSOGS Representative and respective Contractor's Safety

Representative verify corrective measures have been satisfactorily completed. Any related impact to time of completion shall be considered within the Contractor's control.

- B. No site work, other than mobilization, shall commence until the Site-Specific Safety Plan is approved.**

#### **1.06 ADDITIONAL SAFETY POLICIES THAT WILL BE ADHERED TO THROUGHOUT THE CONSTRUCTION PHASE**

- A. All contractors are required to utilize head (hardhat) and eye protection (safety glasses) at all times well within the project limits.
- B. Any employee exposed to equipment/vehicles shall be required to utilize an ANSI Level 2 Safety Work Vest.
- C. Contractors are strictly prohibited from utilizing any state-owned equipment or materials during construction.
- D. All tools/equipment on multi-trade projects shall bear identifiable markings as to which contractor the tool/equipment belongs to. If any tool/equipment on the project does not have contractor's markings, the tool shall be immediately removed from the site until owner claims the tool/equipment.
- E. Seatbelts shall be utilized when operating all heavy equipment designed to be operated in a seated position. When traveling in a vehicle, all employees shall be seated in a secured seat with a seatbelt in place.
- F. Inspections of scaffolding prior to use, and excavations prior to entry shall be documented by an on-site competent person. Documented inspection will be available on-site for inspection by the Director's Representative.
- G. All electrical cords/water hoses, if feasible, shall be run overhead to avoid additional slip/trip hazards. If not feasible due to physical restrictions, cords/hoses shall be placed to avoid all walkways and work areas.
- H. All heavy equipment being utilized on site shall have a fire extinguisher of suitable size/rating within reach of operator.
- I. Any fuel-powered equipment shall have a fire extinguisher of suitable size/rating no closer than 10 feet and no further than 25 feet from the equipment.
- J. All electrical work shall be done when panels/lines/boxes have been de-energized and locked out, unless otherwise approved in writing by the Director's Representative.
- K. An applicable sized Spill Kit shall be available on all jobsites where heavy equipment is being utilized.

#### **PART 2 PRODUCTS (Not Used)**

**PART 3 EXECUTION (Not Used)**

**END OF SECTION**

## **SECTION 012100**

### **ALLOWANCES**

#### **PART 1 GENERAL**

##### **1.01 DESCRIPTION**

- A. Include in the contract sum the allowances stated in this Section.
- B. Should the net cost be more than the specified amount of the allowance, the contract sum will be adjusted by Order on Contract in accordance with the General Conditions. No Work in excess of the allowance will be permitted except by Order on Contract. Should the net cost be less than the specified amount of the allowance, the balance will be deducted from the final payment.

##### **1.02 ALLOWANCE FOR CONTINGENCIES**

- A. Include in the contract sum the amount of \$61,000 to cover the cost of additional labor and materials for contingent activities within the scope of the Contract as directed in writing by Field Order. The Field Order will include a description of the Work and a method for determining the cost of such Work.
- B. The value of the directed Work under this allowance will be determined by one or more of the methods authorized in Section 012200 which will be specified in the Field Order.

#### **PART 2 PRODUCTS (Not Used)**

#### **PART 3 EXECUTION (Not Used)**

**END OF SECTION**



## SECTION 012200

### COST COMPUTATIONS

#### PART 1 GENERAL

##### 1.01 DESCRIPTION

- A. The Contracting Officer shall determine the value of any order on contract or field order by one or more of the following methods:
1. Agreed to Amount:
    - a. By estimating the fair and reasonable cost of:
      - 1) Labor, including all wages, required wage supplements and insurance/taxes required by law (workers' compensation, social security, disability, unemployment, etc.) paid to or on behalf of working foremen, workers and other employees below the rank of the Contractor's designated representative directly employed at the Site of the Project, and, on contracts with an award price less than \$500,000, the Contractor's designated representative, regardless of job title or work status.
      - 2) Materials (to be installed or turned over to the State).
      - 3) Consumables are items that are used during the progression of the extra work that do not become a permanent part of the Work and as such are considered overhead.
      - 4) Equipment, excluding hand tools, which, in the judgment of the State, would have been or will be employed exclusively and directly on the omitted work or extra work.
      - 5) Where the omitted or extra work is performed directly by the Contractor; by adding to the total of such estimated costs a sum equal to 15 percent thereof, but, where the omitted or extra work is performed by a subcontractor, by adding a sum equal to 15 percent of said costs for the benefit of such subcontractor, and by adding, for the benefit of the Contractor (no further allowance will be made where extra work is performed by any sub-subcontractor), an additional sum equal to:
        - a) 10 percent of the first \$10,000 of the above-estimated costs, including the subcontractor's percentage override.
        - b) Plus 5 percent of the next \$90,000 of the total of said items.
        - c) Plus 3 percent of any sum in excess of \$100,000 of the total of said items.
        - d) For the purposes of the aforesaid percentage overrides, the words "extra work" shall be defined as a complete item of added, modified or changed work as described in writing to the Contractor and the reductions enumerated shall be applied individually to each Order on contract issued on a Contract. Such "extra work" may include the work of one or more trades and/or subcontractors or sub-subcontractors and shall include all labor, material, plant, equipment, tools and all incidentals directly and/or indirectly necessary, related, involved in or convenient to the successful completion of the extra work item.

- b. By accepting an amount agreed upon by both parties, which amount is to be calculated in a manner similar to that provided in subparagraph 1.01 A. 1. a.
  - c. Should the Contractor fail to submit the required proposal as required by Article 10.5.1, the Contractor shall be compensated as follows:
    - 1) The costs will be determined by the State as described in 1.01 A. 1. a. above, but the percentages for profit and overhead will be as follows:
      - a) Where the omitted or extra work is performed directly by the Contractor; by adding to the total of such estimated costs a sum equal to 10 percent thereof, but, where the omitted or extra work is performed by a subcontractor, by adding a sum equal to 10 percent of said costs for the benefit of such subcontractor, and by adding, for the benefit of the Contractor (no further allowance will be made where extra work is performed by any sub-subcontractor), an additional sum equal to:
        - (1) 5 percent of the first \$10,000 of the above-estimated costs, including the subcontractor's percentage override.
        - (2) Plus 3 percent of any sum in excess of \$10,000 of the total of said items.
    - 2. ACTUAL COSTS - By determining the actual cost of the extra work in the same manner as in the above Subparagraph 1.01 A. 1.a. except that actual costs of the Contractor be utilized in lieu of estimated costs. The State shall have the option to utilize this method provided it notifies the Contractor of its intent to do so prior to the time the Contractor is properly authorized to commence performance of such work.
    - 3. By applying the applicable price or prices set forth in the Contract Documents or by applying a unit price agreed to by both parties.
    - 4. All profit, overhead and expense of whatsoever kind and nature, other than those set forth above in Subparagraphs A.1.a. 1), 2) and 4), and below in Paragraph 1.01 F., of the Contractor, its subcontractors and sub-subcontractors, are covered by the aforesaid percentage overrides and no additional payment therefore will be made by the State.
- B. Irrespective of the method used or to be used by the State in determining the value of extra or omitted work, the Contractor shall, after receipt of a request, shall within 15 days submit to the State a detailed breakdown of the Contractor's estimate of the value of the omitted or extra work. The Contractor shall submit evidence, satisfactory to the Contracting Officer, to substantiate each and every item that constitutes his proposal for the change. The State shall promptly respond to such submission.
- C. Whenever this Contract requires the determination of labor hours, it shall be determined as follows:
- 1. Labor Hours shall be based on the labor factors as published in "RSMeans" by Reed Construction Data. The latest versions of the following books shall be used:
    - a. Building Construction Cost Data
    - b. Electrical Cost Data
    - c. Mechanical Cost Data
    - d. Plumbing Cost Data
    - e. Site Work and Landscape Cost Data
  - 2. In the event that a labor factor for an item of work is not available from these publications the Director shall establish a labor factor as to the amount of time it takes to perform an item of Work.
    - a. Conditions that affect the performance of the extra work whether addressed in the Contract Documents or not shall be taken into consideration and negotiated.

- b. Unforeseen conditions or conditions that are not identifiable shall not be included in the Contractor's proposal. If while in the process of performing the omitted or extra work a condition or event that affects the work becomes evident, it will be addressed at that time via a field order or change order.

D. Materials:

1. Materials used in performance of the extra work shall conform to Contract Documents and shall be listed by description, quantity and standard unit of measure.
2. Where the extended value of an item of material is FIVE THOUSAND DOLLARS OR MORE a quote or invoice from a supplier shall be included as part of the Contractor's proposal. The Director's Representative reserves the right to request substantiating pricing documentation to verify actual and reasonableness of any and all submitted costs. This requirement does not impede Subparagraph 1.01 B. above.
3. Travel costs including mileage, tolls, and overnight lodging and meal per diems incurred as a result of the extra work will be reimbursed at costs without any markup for the Contractor or subcontractor as the case may be. Daily travel to the project site must exceed 35 miles, one way, from the Contractor's office address to claim mileage and toll expenses; only mileage beyond 35 miles will be reimbursed. Distance must exceed 50 miles, one way, from Contractor's office address to the project site to claim overnight lodging and meal per diems. Actual cost for overnight lodging and meal per diems will be reimbursed up to the maximum rates listed per locality, as established by U.S. General Services Administration (GSA).
4. Personal Protection equipment required for hazardous materials abatement and materials used to create critical barriers and protection barriers, provided that they are expended during the performance of the extra work or turned over to the State at the request of the Director's Representative, are reimbursable as part of an order on contract.

E. Whenever this Contract requires the determination of the cost of equipment, it shall be determined as follows:

1. Equipment used or to be used in the performance of Work shall be specifically described by the manufacturer, model number and date of manufacture and be of suitable size and capacity required for the work to be performed.
2. Equipment, excluding hand tools which are defined as tools and equipment having a new purchase price of less than ONE THOUSAND DOLLARS, and which will be used exclusively and directly on the Work. For the purposes of computing the Contractor's cost for self-owned equipment, the rate used for periods of under five days shall be the monthly rate set forth for the item of equipment in the Equipment Watch® "Rental Rate Blue Book" published by Penton Media (800 669-3282) divided by 22 days to establish a **daily rate** and divided again by eight hours to establish an **hourly rate**. **The rate used for periods of 5 days or more shall be 45% of the published monthly rate.** In the event the "Rental Rate Blue Book" does not list the item of equipment used, the applicable rate shall be determined in the same manner as set forth above except that the monthly rate used shall be that set forth in "The AED Green Book" published by Penton Media (800 669-3282). In the event that a rate is not established in the "Rental Rate Blue Book" or "The AED Green Book" for a particular piece of equipment, the Contracting Officer shall establish a rate for ownership costs and operating costs for that piece of equipment that is consistent with its cost and expected life. Self-owned equipment is defined to include equipment rented from controlled or affiliated companies.
3. Rented equipment will be paid for at the actual rental cost. Equipment rented for the Work used in the performance of extra work will be reimbursed for operating costs only.

4. For the purposes of the performance of extra or additional work, when, in the opinion of the Contractor, and as approved in writing by the Director's Representative, suitable equipment is not available on the Site, the moving of said equipment to and from the Site will be paid for at actual cost.
  5. Notwithstanding any other provision, if the State should determine that the nature or size of the equipment used by the Contractor in connection with the performance of Work is larger or more elaborate, as the case may be, than the size or nature of the minimum equipment determined by the State to be suitable for the performance of Work, the cost of equipment used in calculating the costs of extra work or delay damages will not be based upon the equipment used by the Contractor but instead will be based on the smallest or least elaborate equipment determined by the State to have been suitable for the performance of the Work. In no event shall the amount paid to the Contractor as the allowance for the use of self-owned construction equipment exceed the lower of the actual cost of such equipment or the depreciated value of such equipment as carried on the Contractor or subcontractors books.
  6. The Contractor shall be reimbursed for its operating costs for self-owned equipment based on actual cost data. Operating costs shall include fuel, lubricants, other operating expendables and preventive and field maintenance. Operating costs do not include the operator's wages. In the event, after documented and demonstrated due diligence, actual operating costs are not ascertainable, then the Contractor will be compensated utilizing 100 percent of the operating costs set forth in the "Rental Rate Blue Book" and the Contractor shall be reimbursed the product of the number of hours of actual use multiplied by the operating cost per hour.
  7. The maximum amount of reimbursement for the ownership costs of self-owned equipment is limited to the original purchase price of the equipment as listed in the "Green Guide for Construction Equipment" published by Penton Media (800) 669-3282. In the specific event when the ownership reimbursement is limited by the original purchase price, the Contractor shall, nevertheless, be reimbursed for the operating cost per hour for each hour of actual use.
- F. Insurance and Bonds:
1. The additional cost of all required Bonds and Liability and Builder's Risk Insurance Premium required by this Contract, arising from the additional cost of performing extra work shall be paid by a change order or field order to be issued upon physical completion of the Work and upon the submission of proof of payment of such additional premiums assessed by the respective insurance companies for such additional cost of the extra work.
  2. Should the additional work require an additional insurance policy not initially required or anticipated in the execution of the contract, whether required of the Contractor or a subcontract between the Contractor and a subcontractor actually performing extra work, will be reimbursed based on actual cost.
- G. Unless otherwise specifically provided for in an order on contract or field order, the compensation specified therein for extra work includes full payment for both the extra work covered thereby and for any damage or expense caused the Contractor by any delays to other work to be done under the Contract resulting from or on account of said extra work, and the Contractor waives all rights to any other compensation for said extra work, damage or expense.
- H. In computing the value of an order on contract or field order which involves additions and deletions of work and the cost of the added work exceeds the cost of the deleted work, overhead and profit shall be computed on the amount by which the actual cost of additional labor and material exceeds the actual cost of the deleted labor and material, except no additional overhead

and profit shall be allowed on the value of any order on contract or field order determined by the method provided in Subparagraphs 1.01 A. 1.b. or 1.01 A. 3.

- I. In computing the value of an order on contract or field order which involves additions and deletions of work and the cost of the deleted work exceeds the cost of the added work, the Contractor will be allowed to retain the overhead and profit on the amount by which the cost of the deleted work exceeds the cost of the added work, except that no overhead and profit shall be retained on the cost of work determined by the method provided in Subparagraphs 1.01 A. 1.b. or 1.01 A. 3.
- J. Subject to the provisions of Article 17A of the General Conditions, the following elements of damage, and only the following elements, as determined by the Contracting Officer, will be recoverable by the Contractor as “delay damages” provided that they are actual, reasonable and necessary:
  - 1. Documented additional or escalated job site labor expenses.
  - 2. Documented additional or escalated costs for materials.
  - 3. Documented additional or escalated equipment costs less appropriate credits, as such are determined in accordance with this Section.
  - 4. Documented costs of extended job-site overhead (including job superintendent, office engineer and clerical staff, but not including working foremen).
  - 5. An additional 15 percent of the total of the above items in Subparagraphs 1.01 J. 1., 2., 3. and 4. for home office overhead and profit thereon.
  - 6. Documented additional or escalated insurance and bond costs.
  - 7. When the work is performed by a subcontractor, the Contractor shall be paid the actual, reasonable and necessary cost of such subcontracted work as outlined Subparagraphs 1.01 J. 1. through 4., including the subcontractor’s main office overhead and profit of 15 percent. The Contractor shall also be allowed an additional 5 percent administrative fee for processing.
  - 8. The phrases “additional expenses”, “escalated expenses”, “additional costs” and “escalated costs” shall include expenses and costs above or below those normally incurred in the performance of the work, less any appropriate credit, and/or attributable, with appropriate credits, to the performance of work or portions of work in a different time period than that which was indicated on the approved progress schedule.
- K. The parties agree that, with regard to delay damages, the State will have no liability for the following items and the Contractor further agrees it shall make no claim for the following items:
  - 1. Profit, in excess of that provided for above.
  - 2. Loss of anticipated or unanticipated profit.
  - 3. Labor inefficiencies and loss of productivity.
  - 4. Home office overhead in excess of that provided for above.
  - 5. Consequential damages, including but not limited to interest on monies in dispute, including interest which is paid on such monies, loss of bonding capacity, bidding opportunities, or interest on retainage or investment, or any resultant insolvency.
  - 6. Indirect costs or expenses of any nature.
  - 7. Direct or indirect costs attributable to performance of work where the Contractor, because of situations or conditions within its control, has not progressed in a manner satisfactory to the Executive Director.
  - 8. Attorneys’ fees, or claims preparation expenses.
- L. Remedies Exclusive: With respect to extra costs and delay damages, the parties agree that the State shall have no liability to the Contractor for expenses, costs, or items of damage other than

those which are specifically identified as payable above. In the event any legal action is instituted against the State by the Contractor on account of any extra work or for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the State's liability will be limited to those items which are specifically identified as compensable above. The Contractor further agrees to make no claim for expenses other than those which are specifically identified as compensable above.

**PART 2    PRODUCTS (Not Used)**

**PART 3    EXECUTION (Not Used)**

**END OF SECTION**

## **SECTION 013000**

### **ADMINISTRATIVE REQUIREMENTS**

#### **PART 1 GENERAL**

##### **1.01 RELATED REQUIREMENTS SPECIFIED ELSEWHERE**

- A. Other requirements pertaining to payments are included in the General Conditions and in the various sections of the Specifications.
- B. Cost Computations: Section 012200.
- C. Submittals: Section 013300.

##### **1.02 WAIVER OF CERTAIN SUBMITTAL REQUIREMENTS**

- A. The Electronic Contractor Payments (ECP) program facilitates electronic submission of payment applications and related documents and information via a secure web-based portal. This portal is hereinafter referred to as the “Vendor Interface”. Hardcopy (paper) submission of the following forms is waived, and the information required by these forms shall be submitted via the Vendor Interface:
  - 1. BDC 169 (Contractor’s Application for Payment form).
  - 2. BDC 187 (Detailed Estimate form).
  - 3. BDC 329 (Contractor’s List of Subcontractors–Suppliers).

##### **1.03 SCHEDULES AND RECORDS**

- A. Submit the following information not later than 15 days after approval of the Contract unless the Contractor or the Director determines an earlier submission is required to properly schedule or progress the Work.
  - 1. **CONTRACTOR’S LIST OF SUBCONTRACTORS – SUPPLIERS:** An affirmative review of the subcontractor’s responsibility will be conducted. Any subcontractor disapprovals resulting from negative information derived from the State’s review will result in written notice (by letter or e-mail) to the Contractor. A responsibility meeting may result from these actions. The Contractor will defer to the provisions of Article 6, General Conditions, regarding its responsibility to prosecute the work.
    - a. Submit the **CONTRACTOR’S LIST OF SUBCONTRACTORS – SUPPLIERS** information using the required electronic entry process via the Vendor Interface.
    - b. Indicate the items of Work proposed to be accomplished by subcontractors, the name and address of each proposed subcontractor, the dollar value of the subcontract, and Minority and Women-Owned Business Enterprise (MWBE) information.
      - 1) Attach a properly completed and executed **NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE – FOR PROFIT CONSTRUCTION**

- (CCA-2) and forward to the Vendor Responsibility Unit for each subcontractor whose subcontract is valued at \$100,000.00 or more unless requested otherwise by the Contracting Officer and/or the Director's Representative.
- 2) As an alternative to submitting a paper version of the form, subcontractors may opt to submit the CCA-2 on-line via the New York State VendRep System. Information on this system and the New York State vendor responsibility requirements is available at: <http://www.osc.state.ny.us/vendrep/index.htm>.
  - c. Indicate the names and addresses of proposed suppliers, the dollar value of the supplies, and MWBE information.
  - d. Failure in providing this information may result in payments being withheld and referral to the Contracting Officer for a responsibility determination.
- B. If after initial approval, circumstances require a change in a subcontractor or supplier or require additional subcontractors or suppliers to be used, use the Vendor Interface to submit a revised BDC 329 form that reflects the changes or additions.

#### **1.04 DETAILED ESTIMATE**

- A. Before making the first requisition for a progress payment, prepare a detailed estimate of quantities and prices for materials, labor and other items required for the Work, which shall aggregate the contract sum.
1. Submit the DETAILED ESTIMATE information using the required electronic entry process via the Vendor Interface.
- B. The detailed estimate shall be supported by such evidence, including certified copies of subcontracts, as the Director may require.
- C. The detailed estimate must be approved by the Director who may revise it as, in his reasonable judgment, is necessary to make the various items conform to their true values.
1. The value of each requisition for payment shall be based on the approved detailed estimate.
- D. The Contractor shall bill any item of work listed as "Lump Sum" to 100%, no partial percentages will be allowed.

#### **PART 2 PRODUCTS (Not Used)**

#### **PART 3 EXECUTION (Not Used)**

#### **END OF SECTION**



## SECTION 013113

### PROJECT PLANNING AND SCHEDULING

#### PART 1 GENERAL

##### 1.01 RELATED REQUIREMENTS AND INFORMATION SPECIFIED ELSEWHERE

- A. Summary of the Work: Section 011000.
- B. Administrative Requirements: Section 013000.
- C. Project Meetings: Section 013119.

##### 1.02 SUMMARY

- A. Section includes administrative and procedural requirements to plan, schedule, and document the progress of the Project, work in place, and predict and prevent delays to established activities and milestones during performance of the Work.

##### 1.03 DEFINITIONS

- A. Activity: A task or grouping of tasks containing an anticipated start-date and corresponding duration in work days, anticipated labor resources, person responsible for the work, restricted work period, contract reference document, sequence of work, and budgeted cost (if required) comprising a generalized portion of the Work, that can be identified and measured for planning, coordinating, monitoring, and controlling the project.
- B. Activity Duration: Time needed for the represented work in work days. No duration in any baseline or recovery schedule shall be longer than one (1) reporting period as defined in Section 013119, except for submittal items. All procurement and work activities must be provided in sufficient detail to meet this duration requirement.
- C. Baseline Agreement: The agreement document for Section 013113 which will contain the baseline schedule report.
- D. Baseline Project Schedule: The schedule derived from the Contractors' Project Work Plan activities and their prescribed durations, predecessor activities, etc., recognizing the completion of the Work of the Project Work Plan in accordance with the Contract duration. The Baseline Project Schedule will remain unaltered as a tool to measure progress outlined and anticipated during the Initial Schedule Meetings and from the agreed-upon Baseline Project Schedule. The Project Team will agree to the resulting schedule by completing the Baseline Agreement within the Project Work Plan software. OGS Scheduling will maintain the agreed-upon Baseline Project Schedule as the assigned project baseline schedule.

- E. Calendar: The calendar utilized for each activity, set according to the direction of OGS Scheduling to accurately reflect anticipated State and Federal holidays. Calendars reflecting additional shifts or non-traditional work hours must be reviewed with the Director's Representative and approved by OGS Scheduling and prior to use in the schedule.
- F. Constraints: Constraints are a function which can manipulate or hold specific dates. Constraints are used by OGS Scheduling in specific instances during the baseline process to hold dates dictated by the terms of the Contract or assigned to submittal & procurement items in the Project Work Plan. Constraints are not allowed to be used/entered by Contractors on any activities except for mobilization items.
- G. Data Date: The progress point or "status date" for activities/tasks in the project. Project status is up-to-date as of the Data Date. OGS Scheduling will specify the Data Date for each Project Update Reporting Period.
- H. Float: The measure of latitude in starting and/or completing an activity without impeding the successful realization of Project Milestones. It is an expiring Project resource that is jointly owned, not for the exclusive use or benefit of either the State or the Contractors. Float is available as needed to meet scheduled milestones and Project completion. Recognizing float within an activity, or chain of activities, does not permit the Contractors to disrupt progress or to delay completion of an activity.
- I. Milestone Activity: A significant start or finish to Work on a given set of activities on the Project, defined by both the Director's Representative and the Contractors. The Project Team will identify milestones, activities, or summary activities for incorporation into the Baseline or Project Schedule to assist in planning, scheduling, and coordinating the Project. This may include major milestones or phases required by the Contract Documents to be utilized by the Contractors and Project Team in developing the Baseline Project Schedule.
- J. OGS Project Work Plan System (OGS PWPS): The collaborative online system provided by OGS for Contractors to establish their Project Work Plan activities, duration, prerequisites, resources and budgeted cost (if required) for Work of the Project. All work is entered into the OGS PWPS by the Contractor(s).
1. Importing of any information is not allowed.
  2. Time lags are not allowed to be scheduled between activities.
- K. OGS Scheduling: The department responsible for assisting and training the Project Team, reviewing, reporting, and interpreting the Contractor Project Work Plan and related information.
- L. Preliminary Project Schedule: This schedule is a summary outline of the Contractor's anticipated Project Work Plan for the sequence of work of this Contract through Substantial Completion as noted in the Summary of Work (Section 011000). The activities are developed using anticipated dates and are coordinated among the Contractor(s). The resulting Schedule outlines and aligns the sequence of work for the individual Contract and coordinates the Contracts

that are part of a multiple trade Project. The Project Work Plan needs to address sequencing of the work, long lead items, and impact of weather and restricted work periods as noted in Section 002219. The Project Team will agree to the resulting schedule by completing the Baseline Agreement within the Project Work Plan software.

- M. Project: Work to be performed as part of one or more Contracts.
- N. Project Team: The Designated Representatives acting on behalf of the State and/or Contractors to successfully plan, schedule, and coordinate the Work of the Project.
- O. Project Update Reporting Period (Project Schedule Updates): A regular reporting period as stipulated for this Project in Section 013119, that is concluded by a Project Update Meeting for review, evaluation, and adjustments to the Project Work Plan and Activity progress.
- P. Project Work Plan: A comprehensive list of Contractor tasks, including prerequisite activities, durations, labor resources, budgeted costs (if required), etc. used to develop the Project Schedule as entered by the Contractor's Supervision staff in the OGS PWPS.
- Q. Recovery Project Schedule: Revised Project Work Plan developed from recovery options presented by the Contractor to the Director's Representative when Project Update Reporting indicates the Work is 15 or more work days behind the current Substantial Completion dates of the agreed-to Baseline Project Schedule. The Contractor will update their Project Work Plan accordingly for the revision. The Project Team will agree to the resulting recovery project schedule by completing the Baseline Agreement within the Project Work Plan software. OGS Scheduling will maintain the Baseline Agreement Recovery Project Schedule as the assigned Baseline Project Schedule.
  - 1. The Recovery Project Schedule will only be reviewed by OGS when it is entered in the OGS PWPS.
- R. Resource: Any labor (workers), material, or equipment, shared or exclusive, required for the completion of the Work or an Activity, for which an associated cost is recognized.
- S. Schedule: A comprehensive plan of necessary procedural tasks, including task sequencing, projected start and finish dates, and resource allocation required to successfully complete the Work by the Project completion date. The dates in the Schedule are the result of the sequence, duration, and requirements from the Project Work Plan.

## **PART 2 PRODUCTS**

### **2.01 SCHEDULE SOFTWARE**

- A. The Project Work Plan software (Oracle Primavera) is provided by OGS through the OGS PWPS for use on this OGS contract only.
- B. Contractors are required to have Internet access to utilize the OGS PWPS for all parts of this section.
- C. Meetings will be held in accordance with Section 013119 and will be conducted via WebEx™ or an equivalent online method provided by OGS.
- D. OGS will provide training for access and use of the OGS PWPS. Additional support is available by OGS Scheduling as requested.

### **PART 3 EXECUTION**

#### **3.01 PROJECT AWARD**

- A. OGS Scheduling will establish one account for each Contractor.
- B. The Initial Schedule and Training Meeting is coordinated by the Director's Representative and Project Team. Prior to the meeting all Contractor accounts need to be set up by OGS Scheduling.

#### **3.02 INITIAL SCHEDULE MEETING – (PERIOD DEFINED BY SECTION 013119)**

- A. The meeting is mandatory for the members of the Project Team and will be conducted by OGS Scheduling for the purpose of defining the intent of the specification and reporting structure of the Project. The mutual agreements reached at this and subsequent meetings form the basis for the Baseline and other Project Schedule(s), and will be used for coordinating, scheduling, and monitoring the Work of all related contracts.
- B. This meeting also includes training for the Project Team using the OGS PWPS. Each session will be one hour (total of two hours) via WebEx™ or an equivalent online method provided by OGS.
  - 1. SESSION 1 - Preliminary Project Schedule & Initial Training
  - 2. SESSION 2 - Baseline Project Schedule Training

#### **3.03 PRELIMINARY PROJECT SCHEDULE – (PERIOD DEFINED BY SECTION 011000, IF SPECIFIED)**

- A. In the OGS PWPS, the Contractor will develop their Project Work Plan activities and provide information relating to activity naming, anticipated work dates, resources, and budgeted cost (if required) on the OGS PWPS. The Project Team will establish a focused work breakdown structure (WBS). The activities are developed using anticipated dates and are coordinated among the Contractor(s).
- B. Activities are to be appropriately placed within the OGS PWPS. Activity durations are only limited by the requirements of coordinating the work of the

Preliminary Project Schedule by the Project Team. For the purposes of coordinating this schedule, relationships (predecessors and successors) are not required between the activities.

- C. The Preliminary Project Schedule must be agreed to by the Project Team. Each Contractor and the Director's Representative shall agree to it by completing the Baseline Agreement within the Project Work Plan Software (sample agreement included at the end of Section 013113) .

### **3.04 BASELINE PROJECT SCHEDULE – (45 DAYS AFTER AWARD)**

- A. The Contractor(s) shall develop and enter their Project Work Plan activities which adequately represent their scope of Work of the Contract and the required coordination efforts for the Project. This includes, but is not limited to, sequence requirements, identification of logical connections to other work critical to Substantial Completion, accounting for critical submittals or submissions, the fabrication and delivery of long-lead materials, products, specialized equipment or services, and the recognition of critical testing, inspection, or commissioning durations for coordination and tracking.
- B. Each activity will identify the Contractor's anticipated duration for the activity defined in workdays, resources, and budgeted cost (if required) of the activity. The Contractor is responsible to provide the mandatory requirements outlined by OGS and the online OGS PWPS layout within the project structure provided by OGS. Revisions to the project structure must be agreed upon by the Project Team.
- C. Activity durations cannot exceed the time frame in work days of the Project Reporting Period as defined in Section 013119.
- D. The Contractors will identify each activity with a unique Activity Name that clearly communicates the scope of the work item to the rest of the Project Team. No Activity Name or Activity ID will be altered without approval of the Director's Representative and OGS Scheduling after the Baseline Project Schedule has been agreed to by the Director's Representative.
- E. The Baseline Project Schedule must be agreed to by the Project Team. Each Contractor and the Director's Representative shall agree to it by completing the Baseline Agreement within the Project Work Plan software (sample agreement included at the end of Section 013113).

### **3.05 PROJECT SCHEDULE UPDATES (PERIOD DEFINED BY SECTION 013119)**

- A. Project Schedule meetings will be led by the Director's Representative and held to review Contractor updates to the actual starts, actual finishes, and remaining duration of in-progress activities, and consider logic changes, predecessor alterations, duration amendments, time impact events, and scope changes, for the purpose of determining the status of construction progress for the updated Project Schedule. At each meeting the Project Team will:
  - 1. Agree to the completed Activity dates.

2. Coordinate and agree to the next 6-week Project Work Plan.
  3. Evaluate and acknowledge any impact to the Contractor's ability to execute the Project Schedule according to the Baseline Project Schedule.
- B. During the progress of Work on the Project, the Contractors are required to document actual start, actual finish, and remaining duration on a daily basis. Information will be posted by the Contractor to the OGS PWPS as defined during the Initial Schedule Meeting.
- C. Contractors are required to update the status of all their activities two (2) days prior to the Project Schedule Meeting. The Contractors will notify the Director's Representative and OGS Scheduling when their update information for all activities is complete.
1. Any variation of 5 days (+/-) in the start or finish date for each activity must be explained and posted to each activity.
  2. All necessary initiated documents such as Request for Information (RFI), Information Bulletins (IB), Field Orders (FO), Change Orders (CO), and Notice of Claim (NOC) must be incorporated by the Contractor into the Contractor's Work Plan.
  3. Any Contractor failing to progress their Work as outlined in the updated Project Work Plan will be informed of their deficiencies and, if required, be requested to provide a recovery option.
- D. Performing Work out of sequence with the Project Schedule is not permitted unless written approval is obtained from the Director's Representative prior to commencement.

### **3.06 RECOVERY PROJECT SCHEDULE**

- A. When the Project Schedule completion date is projected to be greater than the agreed-to Baseline Project Schedule's Substantial Completion date by 15 or more work days, the Contractor(s) will revise the existing Project Work Plan as necessary towards meeting the specified completion date within 10 calendar days after the Project Schedule update meeting.
- B. Contractor recovery options may include, but are not limited to, allocating additional resources to reduce activity duration or modify activity sequencing.
- C. Alterations to the Project Work Plan activities for a Recovery Work Plan will require the approval of the Contractor(s) and the Director's Representative. Agreed-to alterations to the Project Work Plan activities for a Recovery Work Plan will constitute the updated Project Schedule.
- D. The updated Project Schedule must be agreed to by the Project Team. Each Contractor and the Director's Representative shall agree to it by completing the Baseline Agreement within the Project Work Plan Software (sample agreement included at the end of Section 013113).
- E. The previous Baseline Project Schedule will be retained. The new agreed-upon Baseline Project Schedule will be used to measure progress moving forward.

### **3.07 SCHEDULE CLOSEOUT (AS-BUILT SCHEDULE)**

- A. A schedule meeting must occur to update the project schedule with the actual progress dates and to confirm that all activities are complete for Substantial Completion.
- B. The Director's Representative will determine if any of the original Substantial Completion activities need to be tracked for Physical Completion in the project schedule.


### **3.08 TIME IMPACT AND TIME IMPACT ANALYSIS (TIA)**

- A. The Contractor(s) will represent the impact relative to the assigned Baseline Project Schedule in the OGS PWPS. The Contractor will incorporate the impact of any change in their Work Plan per the current OGS PWPS requirements for impacts. The requirements include but are not limited to:
  - 1. A day-for-day tracking of the impact to illustrate the sequence of the impact from the initiating event.
  - 2. All information required to create an Activity and the associated codes for the impact in the OGS PWPS as defined previously.
  - 3. Modification of existing activities so that the name of each associated task enhances the reader's understanding of the impact. Modification of the associated (TIA) codes for the change in the OGS PWPS.
  - 4. For the addition of any new activities, an explanation of how the modified scope impacts the agreed-to Baseline Project Schedule.
- B. Contractors and the Project Team will use the most current Project Work Plan update to prepare the Time Impact representation.
- C. If Project Work Plans have not been updated in accordance with this specification, an update by the Contractor must be generated which includes an accurate realization of the Work performed and progressed up to the Time Impact event. Failure to maintain Project Work Plan updates in accordance with this or related specifications will not absolve the Contractors of the responsibility to identify Time Impact as defined by, but not limited to, Specification Section 013113 or the General Conditions.
- D. OGS Scheduling will assist the Contractor with this process as requested.
- E. A Request for Time Extension will require Time Impact recognition within the OGS PWPS and Schedule.
- F. Time Impact events will be reviewed for accuracy and are to be updated in accordance with relevant new information regarding time for resolution and impact to the remaining work on the Project.
- G. All impacts (sequence, duration, and scope) must be agreed to by the Project Team.

### 3.09 SUBSTANTIAL COMPLETION DATE CHANGES

- A. If the Substantial Completion date of the project is modified by an Order on Contract in accordance with the General Conditions, the Project Team will agree to a new Baseline Project Schedule within 10 calendar days after the approval of the Order on Contract.
1. The previous Baseline Project Schedule will be retained. The new agreed-upon Baseline Project Schedule will be used to measure progress moving forward.
  2. The new Baseline Agreement must be agreed to by the Project Team. Each Contractor and the Director's Representative shall agree to it by completing the Baseline Agreement within the Project Work Plan Software (sample agreement included at the end of Section 013113).

#### SAMPLE BASELINE AGREEMENT

<b>Baseline Agreement</b>		 <b>Office of General Services Design &amp; Construction</b>	
<b>Project:</b>			
It is agreed that the referenced Project Schedule defined by the following reports has been reviewed and is accepted for use in coordinating, scheduling, and monitoring the work of all related contracts			
By acknowledging within the Project Work Plan software, OGS does not waive the terms and conditions set forth in the Contract Documents. In accordance with the General Conditions (Document 007213) any change in the Contract sum or time of completion requires an Order on Contract.			
Refer to the following report for the specific dates.			
<b>Contract</b>	<b>Representative</b>	<b>Activity Name</b>	<b>Date</b>

END OF SECTION



## **SECTION 013119**

### **PROJECT MEETINGS**

#### **PART 1 GENERAL**

##### **1.01 INITIAL JOB MEETING**

- A. The Director's Representative will notify all parties concerned of the time and place of the initial job meeting. The meeting will be conducted by the Director's Representative. The agenda will be based on the Format for Initial Job Meeting. All items on the format, as they apply, will be discussed.
  - 1. A copy of the Facility's current Visitor Identification Policy will be distributed.

##### **1.02 PROJECT SCHEDULE MEETINGS**

- A. The Initial Schedule Meeting will be held within 15 days of Project award. The Director's Representative will notify all members of the Project Team of the time and place of the meeting. The meeting will be conducted by the Director's Representative and OGS Scheduling via WebEx™ or an equivalent online method for the following purposes:
  - 1. Define the intent of the specification.
  - 2. Review the reporting structure of the Project.
  - 3. Provide training to the Project Team.
- B. The Director's Representative will notify all members of the Project Team of any Schedule development/coordination meetings conducted by the Director's Representative and OGS Scheduling via WebEx™ or an equivalent online method.
- C. The Project will have monthly project update reporting periods. The update meetings will be conducted by the Director's Representative and OGS Scheduling via WebEx™ or an equivalent online method for the following purposes:
  - 1. Agree to the completed Activity dates.
  - 2. Coordinate and approve the next 6-week Project Work Plan.
  - 3. Evaluate and acknowledge any impact to the Contractor's ability to execute the Project Schedule according to the approved Baseline Project Schedule.

##### **1.03 BI WEEKLY JOB MEETINGS**

- A. Unless otherwise directed, job meetings will be held bi weekly, at a time and place agreed upon by the Director's Representative, the Contractor, and the Facility Representative. Other interested parties may attend when needed, e.g., subcontractors and representatives from suppliers, public utilities, and local government. The meetings will be conducted by the Director's Representative for the following purposes:

1. Review job progress, quality of Work, and approval and delivery of materials.
2. Identify and resolve problems which impede planned progress.
3. Coordinate the efforts of all concerned so that the project progresses on schedule to on-time completion.
4. Maintain sound working relationships between the Contractors and the Director's Representative, and a mutual understanding of the project requirements.
5. Maintain sound working procedures.

#### **1.04 PRE-INSTALLATION MEETINGS**

- A. Pre-installation meetings will be held to review the specifications, Project Schedule, drawings, and approved submittals in preparation for start of a particular activity.
- B. The meetings shall be attended by the Director's Representative, a Design Representative, and the Contractor's Representative, including installer and representatives of manufacturers & fabricators involved in or affected by the installation and its coordination with other materials/trades.
- C. The Director's Representative shall schedule the meetings prior to the start of the work. The goal of these meetings is to ensure the quality of construction and to maintain the schedule.

#### **1.05 ATTENDANCE**

- A. A Contractor's Representative shall be required to attend all meetings scheduled by the Director's Representative, as set forth above.
- B. If the Contractor's Representative fails to attend two scheduled meetings without prior approval, the Contractor will be directed to replace the current Contractor's Representative. Further incidents of non-attendance by the Contractor's Representative will form the basis for review of the Contractor's responsible vendor status.

#### **PART 2 PRODUCTS (Not Used)**

#### **PART 3 EXECUTION (Not Used)**

**END OF SECTION**

## **SECTION 013300**

### **SUBMITTALS**

#### **PART 1 GENERAL**

##### **1.01 RELATED REQUIREMENTS SPECIFIED ELSEWHERE**

- A. Other requirements pertaining to submittals are included in the General Conditions and in the various sections of the Specifications.
- B. Summary of the Work: Section 011000.
- C. Administrative Requirements: Section 013000.
- D. Contract Closeout Submittals: Section 017716.

##### **1.02 DEFINITIONS**

- A. Deviation: Changes in products, materials, equipment and methods of construction from those required by the Contract Documents and proposed by the Contractor.
- B. Acceptable Manufacturer, Company or Product: A manufacturer, company or product capable of achieving the requirements established in the Contract Documents and demonstrating compliance.
- C. Portable Document Format (PDF): An open standard file format used for representing documents in a device-independent and display resolution-independent fixed layout document format.
- D. Environmental Product Declaration (EPD): a third-party verified (also known as “type III”) product declarations that quantify environmental information the full life cycle of a product, from raw material supply, transport, manufacturing, installation, and operational use, through to waste processing and disposal at end-of-life, per ISO 14025.

##### **1.03 DEVIATIONS FROM REQUIREMENTS OF THE CONTRACT DOCUMENTS**

- A. Deviations from the requirements of the Contract Documents will not be allowed unless a request for deviation is made in writing prior to or at the time of submission and the specific deviation is approved by the Director’s Representative subject to the requirements of Article 4 of the General Conditions. The request for deviation shall be made utilizing the CONTRACT DOCUMENT DEVIATION REQUEST FORM (Form BDC 49) accessible from the OGS Web Site.

1. The submission of a deviation shall be done in a timely manner according to the schedule of submittals to allow the Director sufficient time for review.

#### **1.04 “OR EQUAL” TO BRAND NAME PRODUCTS**

- A. Whenever a product is specified by brand name, a comparable brand, equal to that named, may be submitted for approval subject to the requirements of Article 5 of the General Conditions.
  1. The Contractor shall bear the burden of proving that the proposed product is equal to the specified product. The submission of an “or equal” shall be done in a timely manner to allow the Director sufficient time to review the proposed product.
  2. Whenever a color or pattern is indicated by a specific manufacturer’s name or number, the intent is to communicate the required color or pattern of the material. Other manufacturers’ comparable colors or patterns may be submitted for approval as equal.

#### **1.05 WAIVER OF CERTAIN SUBMITTAL REQUIREMENTS**

- A. Unless otherwise specified, the requirement to submit product data and samples for approval will be waived for products specified by brand name if the specifically named products are furnished for the Work. In such cases, submit required Product Data to the Director’s Representative via Submittal Exchange® for information only.

#### **1.06 ADMINISTRATIVE REQUIREMENTS**

- A. Participate in the OGS’s hosted web-based collaboration service (Submittal Exchange® at [www.submittalexchange.com](http://www.submittalexchange.com)) to transmit and track Contractor provided project related documents.
- B. Identify submittals by project title and number. Include Contractor’s name, date, and revision date. On shop drawings, product data and samples, also include the name of the supplier and subcontractor (if any), and applicable specification section number. Stamp each submittal and initial or sign the stamp to certify review and approval of submittal.
- C. Assemble submittals in accordance with the requirements in the individual sections of the Specifications and as required by this section. It is the Contractor's responsibility to review and verify that all information required for each submittal is included in the submittal package. Errors or omissions found by the Contractor are to be corrected prior to the submission of the submittal package for approval. Incomplete submittal packages that have been submitted for review and approval will be returned.
  1. It is the Contractor's responsibility to verify that portions of the submittal package to be provided by a subcontractor (or supplier) are complete, as well as portions of the submittal package being provided directly by the Contractor.

2. Do not combine the submittals of more than one specification section with submittals required by other specification sections unless specifically stated in the contract Specifications.
- D. If a submittal is based on, or the result of, a change order or field order to the Contract Documents, include copies of the applicable change order or field order with the submittal.
- E. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit all submittal items required for each specification section concurrently unless instructions for partial submittals are required in a specific specification section requiring sequential submissions.
  3. Submit action submittals and informational submittals required by the same specification section as separate packages under separate transmittals.
  4. Coordinate transmittals of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. The Director's Representative reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- F. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on uploading the submittal to Submittal Exchange®. No extension of the project schedule will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow time for the initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. The Designer of Record will advise the Director's Representative when a submittal being processed must be delayed for coordination.
  2. Resubmittal Review: Allow time for review of each resubmittal.
  3. Sequential Review: Where sequential review of submittals by the project team is necessary for coordination, allow time for review.

## **1.07 SUBMITTALS**

- A. Schedule of Submittals acknowledgement: Provide written acknowledgement that the Schedule of Submittals has been received and reviewed with Critical Submittals identified and Contractor's Projected Dates (three dates inserted into each column) are entered for each specification item.

## **1.08 RE-EVALUATION FEE**

- A. In accordance with Article 4.7 of the General Conditions, a re-evaluation processing fee will be levied against the Contractor for each re-evaluation of a Submittal or Submittal Package submission that was returned for failure to

comply with the submittal requirements relative to completeness, content or format.

## **1.09 ELECTRONIC SUBMITTALS**

- A. Submittal Exchange® is used to provide an on-line database and repository which shall be used to transmit and track project related documents. The intent for using this service is to expedite the construction process by reducing paperwork, improving information flow, and decreasing submittal review turnaround time.
  - 1. Project submittals (shop drawing, product data and quality assurance submittals) shall be transmitted by the Contractor in PDF to Submittal Exchange®, where it will be tracked and stored for retrieval for review. After the submittal is reviewed it is uploaded back to Submittal Exchange® for action or use by the Contractor and Director's Representatives.
  - 2. The service also tracks and stores documents related to the project such as RFI's (Request for Information), IB's (Information Bulletins), CAD Coordination, Minutes, Testing, Closeout, and SWPPP documents.
- B. For each submittal, the Contractor shall review and apply electronic stamp certifying that the submittal complies with the requirements of the Contract Documents, including verification of manufacturer/product, dimensions and coordination of information with other parts of the work.
- C. It is the Contractor's responsibility to provide submittals in PDF. The Contractor may use the following options:
  - 1. Subcontractors and suppliers provide electronic submittals in PDF to the Contractor through Submittal Exchange®.
  - 2. Subcontractors and suppliers provide paper submittals to the Contractor, who electronically scans and converts them to PDF.
  - 3. Contract a Scanning Service, which will allow the Contractor and the Contractor's subcontractors and suppliers to provide paper submittals to the Scanning Service, which electronically scans and converts them to PDF. It will be the Contractor's responsibility to transmit the scanned submittals to Submittal Exchange®.
- D. Image Quality:
  - 1. Image resolution: The PDF files shall be created at a minimum resolution of 200 dots per inch utilizing the original document size. The Contractor will be responsible to increase the resolution of the scanned file or images being submitted as required to adequately present the information.
  - 2. Image Color Rendition: When information represented requires color to convey the intent and compliance, provide full color PDF reproduction.
- E. Internet Service and Equipment Requirements:
  - 1. The Contractor will be required to have an Email address and Internet access at Contractor's main office.
  - 2. Unless the Contractor will exclusively be using a Scanning Service to create PDF documents, the Contractor will be required to own a PDF

reviewing, creating and editing software, such as Adobe Acrobat ([www.adobe.com](http://www.adobe.com)), Bluebeam PDF Revu® ([www.bluebeam.com](http://www.bluebeam.com)), or other similar PDF reviewing, creating and editing software for applying electronic stamps and comments.

- F. Training and Support:
  - 1. Submittal web-based collaboration training and support shall be available, free of charge from Submittal Exchange®, for project participants using the submittals website.
  - 2. Training schedule will be coordinated through the Director’s Representative.
- G. Paper prints (hardcopies) of reviewed submittals:
  - 1. Record Copy: Each Contractor shall provide one paper copy of each submittal they are responsible for to the Director’s Representative within 14 days of receipt of a released submittal (i.e. marked “Approved”, “Approved As Noted”, or other implied acceptance of a submittal), or meeting the requirements of Waiver Of Certain Submittal Requirements Article of this specification section.
    - a. Exception: Paper copies are not required for a submittal that is disapproved or requiring resubmission.
    - b. Paper copies shall be printed in a size format equal to the original document.
    - c. Scaled Shop Drawings shall be printed to the scale noted on the drawings.
    - d. The resolution of the printed copy shall be equal to that of the PDF file that it is being printed from.
    - e. The Record Copy shall be used by the Director’s Representative during the construction of the project and shall be retained as a turn-over item to the facility at the end of the project as required under Section 017716 Contract Closeout.
  - 2. Use for Construction: Retain complete copies of submittals on project site. The Contractor shall not commence work for related activities until the appropriate submittals are approved and the corresponding record copies are delivered to the Director’s Representative.
  - 3. Distribution: The Contractor will furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Maintain transmittal forms indicating distribution of submittals.

## **1.10 SHOP DRAWINGS**

- A. Provide shop drawings in the format required by the Specifications. Show the information, dimensions, connections and other details necessary to insure that the shop drawings accurately interpret the Contract Documents. Show adjoining construction in such detail as required indicating proper connections. Where adjoining connected construction requires shop drawings or product data, submit such information for approval at the same time so that connections can be accurately checked.

- B. Electronic copies of CAD Drawings of the Contract Drawings will not be provided by the Director's Representative for Contractor's use in preparing submittals.
- C. Have shop drawings prepared by a qualified detailer. Shop drawings shall be neatly drawn and clearly legible. Machine duplicated copies of Contract Drawings will not be accepted as shop drawings.
  - 1. Where shop drawings are indicated to be drawn to scale:
    - a. Use scale normally found on an "Architect" or "Engineer" scale.
    - b. Written Scale: Clearly label scales being used on each drawing and/or on each detail on the drawing.
      - 1) Examples:  $1/8" = 1'-0"$   $1" = 40'-0"$ .
    - c. Graphic Scale: Adjacent to each Written Scale, provide a graphic scale delineating the scale being used. Graphic scale shall be divided into measuring units relating to the accuracy required for the drawing or details.
    - d. Clearly dimension key elements of the drawing or detail.
  - 2. When the drawing sheet is printed full size, the minimum text size shall be 1/8" (3.2 mm) for hand drafting and 3/32" (2.5 mm) for CADD drawings.
- D. Submit the shop drawings through Submittal Exchange®. The shop drawings will be reviewed and the review results will be posted on Submittal Exchange®. Contractor will receive email notice of completed review. If the review results in disposition of "DISAPPROVED" or "RETURNED FOR CORRECTION", promptly correct the deficiencies and resubmit the shop drawings meeting Contract requirements.

## 1.11 PRODUCT DATA

- A. Provide product data in the format required by the Specifications. Modify product data by deleting information that is not applicable to the project or by marking the product data to identify pertinent products. Supplement standard information, if necessary, to provide additional information applicable to project.
- B. Submit the product data through Submittal Exchange®. The product data will be reviewed and the review results will be posted on Submittal Exchange®. Contractor will receive email notice of completed review. If the review results in disposition of "DISAPPROVED" or "RETURNED FOR CORRECTION", promptly correct the deficiencies and resubmit the product data meeting Contract requirements.
- C. Comply with applicable federal and State of New York Right-to-Know Law provisions. Provide Safety Data Sheets (SDS) documents for products that have SDS data prior to use on the project site.
  - 1. Upload and maintain electronic SDS documents on the Submittal Exchange® SDS tab.
  - 2. SDS tab is organized by prime contracts. To be readily identified, name products with SDS by specification section number and product name.



3. Supply and maintain one hard copy of the appropriate SDS on the project site and one hard copy with the Facility's Right-to-Know Information Officer.

#### **1.12 ENVIRONMENTAL PRODUCT DECLARATION (EPD)**

- A. Provide EPDs for the specific material required by the Specifications, if available.
- B. Manufacturer-provided EPDs must be Product Specific Type III (Third-Party Reviewed), in adherence with ISO 14025 Environmental labels and declarations, ISO 14044 Environmental management – Life cycle assessment, and ISO 21930 Core rules for environmental product declarations of construction products and services.
- C. Include completed Environmental Product Declaration (EPD) Cover Form found on the OGS Web Site with the submission of each EPD.
- D. A statement of the contractors' good faith effort to obtain the EPD shall be provided via Environmental Product Declaration (EPD) Waiver Form found on the OGS Web Site if EPD is not available.
- E. Submit the product data through Submittal Exchange®. The EPD will be reviewed, and the review results will be posted on Submittal Exchange®. Contractor will receive email notice of completed review. If the review results in disposition of "DISAPPROVED" or "RETURNED FOR CORRECTION", promptly correct the deficiencies and resubmit the product data meeting Contract requirements.

#### **1.13 QUALITY ASSURANCE**

- A. Provide quality assurance information in the format required by the Specifications, including supporting documentation as required.
- B. Submit the quality assurance information through Submittal Exchange®. The quality assurance information will be reviewed and the review results will be posted on Submittal Exchange®. Contractor will receive email notice of completed review. If the review results in disposition of "DISAPPROVED" or "RETURNED FOR CORRECTION", promptly correct the deficiencies and resubmit the quality assurance information meeting Contract requirements.

#### **1.14 SAMPLES**

- A. Submit 2 (unless a different number is specified) of each sample required by the Specifications.
- B. Samples will become the property of the State when submitted and will not be incorporated in the Work unless specifically stated otherwise.
- C. The electronic submittal process is not intended for color samples, color charts, or physical material samples.

- D. Record transmittal of each sample required by the Specifications through Submittal Exchange®.
- E. Consult with the Director's Representative for direction on where Samples will be sent for review.
- F. The sample will be reviewed and the review results will be posted on Submittal Exchange®. Contractor will receive email notice of completed review.

#### **1.15 REVIEW OF SUBMITTALS**

- A. Items submitted for review will be reviewed for compliance with the Contract Documents, based upon the information submitted. The items will be acted upon with the following dispositions:
  - 1. **Approved:**  
Where the submittal is marked "Approved", the work covered by the submittal may proceed provided it complies with the Contract Documents. Final acceptance will depend on that compliance.
  - 2. **Approved as Noted:**  
Where the submittal is marked "Approved as Noted", the work covered by the submittal may proceed provided it complies with the review comments noted on the submittal and the Contract Documents. Final acceptance will depend on that compliance.
  - 3. **Disapproved:**  
Where the submittal is marked "Disapproved", do not proceed with the work covered by the submittal, including purchasing, fabrication, delivery or other activity for the item submitted. Prepare a new submittal according to the review comments noted on the submittal and meeting the Contract Documents.
  - 4. **Returned for Correction:**  
Where the submittal is marked "Returned for Correction", do not proceed with the work covered by the submittal, including purchasing, fabrication, delivery or other activity for the item submitted. Revise or prepare a new submittal according to the review comments noted on the submittal and meeting the Contract Documents.
  - 5. **Acknowledged:**  
Where the submittal is marked "Acknowledged", receipt of the submittal is acknowledged and has been recorded.
  - 6. **No Action:**  
Where the submittal is marked "No Action" or "No Action Taken", no review was made of this item, see comments noted on submittal and take appropriate action.
  - 7. **Multi-Action:**  
Where the submittal is marked "Multi-Action", separate dispositions were made for the items submitted, see the review comments for the disposition of each item submitted.

## **1.16 SCHEDULES AND RECORDS**

- A. Submit the following Schedules and Records information not later than 15 days after approval of the Contract unless the Contractor or the Director determines an earlier submission is required to properly schedule or progress the Work.
  - 1. SCHEDULE OF SUBMITTALS (S.O.S.):
    - a. Follow the Instructions to the Contractor in the S.O.S (cover page of the Microsoft Excel form supplied by the State).
    - b. Confirm submittal items listed and indicate in the spaces following each item, the date the item will be submitted (Projected Transmittal Date).
    - c. Confirm critical submittals and long lead items identified by the Architect / Engineer. Identify and mark with “X” additional submittals deemed as critical or having long lead times. In addition to the date each item will be submitted, include the date approval is required (allow at least 3 weeks), and the date delivery of the material or equipment is necessary for timely completion of the Work in accordance with the Project Schedule.
    - d. Notify the Director’s Representative of modifications and/or additional submittals necessary for the project prior to requesting revisions with Submittal Exchange®.
  - 2. SUBMITTALS WEBSITE LOG:
    - a. The submittal website log will be populated by Submittal Exchange® by means of the S.O.S.
    - b. Review the log and verify that all long lead items and critical submittals are properly indicated according to the latest version of the S.O.S. For each item to be submitted indicate the following:
      - i. In the “Date Expected” column insert the date the item will be submitted for review and approval (this is the same date as the S.O.S “Projected Transmittal Date”).
      - ii. In the “Date Requested on Site” column insert the date the item will be delivered to the project site (this is the same date as the S.O.S “Projected Delivery Date”).
    - c. The submission date that is entered shall provide sufficient time for the item to be reviewed, ordered, delivered and installed for timely completion of the Work in accordance with the Project Schedule. The date entered for submittal of each item is the last day a deviation will be considered.

## **1.17 TRANSMITTALS**

- A. Submittal Transmittal (Form BDC 42) accessible from the OGS Web Site:
  - 1. Furnish separate Form BDC 42 for each submitted item sent to Submittal Exchange® for review.
    - a. Contractor may utilize their own Transmittal Form (or Transmittal Letter) in lieu of utilizing the Form BDC 42, contingent on the Contractor’s Transmittal Form includes all information and certifications required by Form BDC 42.
  - 2. Clearly identify applicable specification section number of submitted item (product data, shop drawing, etc.) on the Form BDC 42.

B. All Contracts:

1. Transmit items designated in the Schedule of Submittals (and project Specifications) to the Submittal Exchange®.

**PART 2 PRODUCTS (Not Used)**

**PART 3 EXECUTION (Not Used)**

**END OF SECTION**

## **SECTION 014100**

### **REGULATORY REQUIREMENTS**

#### **PART 1 GENERAL**

##### **1.01 COMPLIANCE**

- A. Comply with applicable regulatory requirements and various codes referenced in these specifications. Where conflicts exist between local, State, and/or Federal regulatory requirements, codes, or these specifications, advise the Director's Representative. The Director's Representative will assist in resolving the conflicts to the satisfaction of the regulatory agencies prior to commencing the Work.

##### **1.02 UNIFORM CODE, ENERGY CODE, AND CONTRACTOR QUALIFICATIONS**

- A. All Work shall comply with OSHA (including site-specific safety plans required on all projects), and the New York State Uniform Fire Prevention and Building Code (the "Uniform Code"), which includes the publications incorporated by reference in Title 19 NYCRR Part 1219 through 1228:
  - 1. 2020 Building Code of New York State (the "Building Code")
  - 2. 2020 Plumbing Code of New York State (the "Plumbing Code")
  - 3. 2020 Mechanical Code of New York State (the "Mechanical Code")
  - 4. 2020 Fuel Gas Code of New York State (the "Fuel Gas Code")
  - 5. 2020 Fire Code of New York State (the "Fire Code")
  - 6. 2020 Property Maintenance Code of New York State (the "Property Maintenance Code")
  - 7. 2020 Existing Building Code of New York State (the "Existing Building Code")
  - 8. All other standards referenced in 19 NYCRR Parts 1219 through 1228.
- B. The contractor shall be aware of, and comply with, contractor requirements identified in the above-referenced codes and standards; for example, but not limited to:
  - 1. OSHA (Occupational Safety and Health Administration).
  - 2. 2020 Building Code Chapter 33 Safeguards During Construction.
  - 3. 2020 Existing Building Code Chapter 15 Construction Safeguards.
  - 4. 2020 Fire Code Chapter 33 Fire Safety During Construction and Demolition
  - 5. 2020 Fire Code Chapter 35 Welding and Other Hot Work (which governs safety during construction).
- C. All Work shall comply with the 2020 Energy Conservation Construction Code of New York State ("Energy Code") promulgated pursuant to Article 11 of the New York State Energy Law. The Energy Code is contained in 19 NYCRR, Part 1240, and in the publications incorporated by reference in 19 NYCRR Part 1240. The publications incorporated by reference in 19 NYCRR Part 1240 include:
  - 1. The publication entitled "2020 Energy Conservation Construction Code" published by International Code Council, Inc.

2. The publication entitled “ANSI / ASHRAE / IES Standard 90.1-2016, Energy Standard for Buildings Except Low-Rise Residential Buildings” published by American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc.
3. The other referenced standards mentioned and/or referred to in 19 NYCRR Part 1240.

### **1.03 STATE-REQUIRED PERMITS AND INSPECTIONS**

- A. No Work shall commence without a Construction Permit issued by the OGS Division of Codes and Construction Permitting. Contractors shall not file for and not pay for Construction Permits for Work located on New York State property.
- B. A New York Board of Fire Underwriters inspection or certificate is not required.
- C. Obtain a New York Board of Fire Underwriters inspection and certificate.

### **1.04 LISTINGS**

- A. Equipment and materials for which Underwriters’ Laboratories, Inc. (UL) provides product listing service, shall be listed and bear the listing mark.
  1. Alternately, any product listed and bearing the mark from one of the other Nationally Recognized Testing Laboratories (NRTL – as recognized by OSHA) shall be an acceptable alternative to being UL listed and marked, if the listed product has been tested to the applicable standard.

### **1.05 FIRE-RESISTANT CONSTRUCTION MATERIALS AND ASSEMBLIES**

- A. Conform to the fire rating classifications based upon the test methods and acceptance criteria in the “Standard for Fire Tests of Building Construction and Materials” for which Underwriters’ Laboratories, Inc. (UL) provides listings.
  1. Materials and assemblies shall comply with the acceptance criteria, detailed description of the assembly, its performance in the fire test, and other pertinent details such as specification of materials, Classification coverage, and alternate assembly details.
  2. Alternatively, fire resistance rating classifications by other issuing organizations listed in the New York State Uniform Fire Prevention and Building Code are acceptable.

### **1.06 MATERIALS WITH TRACE AMOUNTS OF ASBESTOS**

- A. Perform Work required to remove, disturb, or repair any material that contains less than 1 percent by weight of asbestos (trace) in accordance with all applicable OSHA regulations (29 CFR Part 1926.1101).

## **PART 2 PRODUCTS (Not Used)**

## **PART 3 EXECUTION (Not Used)**

## **END OF SECTION**

## **SECTION 014216**

### **DEFINITIONS**

#### **PART 1 GENERAL**

##### **1.01 DEFINITIONS SPECIFIED ELSEWHERE**

- A. Other definitions are included in Article 2 of the General Conditions and in various sections of the Specifications.

##### **1.02 DEFINITIONS**

- A. The following terms shall have the meanings ascribed to them in this Section, wherever they appear in the Contract Documents.
  - 1. Cold Water Inlet: That part of distribution piping beginning with a connection to the service piping, and which contains the main shut-off valve, strainer, pressure regulators, gages and appurtenances required for control of the distribution water system for the building. The cold water inlet is part of the distribution system.
  - 2. Company Field Advisor: An employee of the Company which lists and markets the primary components of the system under their name who is certified in writing by the Company to be technically qualified in design, installation, and servicing of the required products or an employee of an organization certified by the foregoing Company to be technically qualified in design, installation and servicing of the required products. Personnel involved solely in sales do not qualify.
  - 3. Drains: Piping connections and valves used for purpose of (a) determining operating conditions of water columns, gage glasses, piping to feedwater heater and other regulators, and (b) piping connections and valves used for removal of contents or sludge and other forms of deposits from tanks, heaters, regulator bodies, and low points in piping systems.
  - 4. Drainage System: Piping and appurtenances required to convey sewage, storm water, and liquid waste from plumbing fixtures, equipment and drains to a point of discharge outside the building.
  - 5. Ductwork, Concealed: Ductwork built into construction and not accessible without removal of construction Work such as masonry, plaster or other finishing material, and ductwork installed in floors, furred spaces, suspended ceilings and behind removable panels.
  - 6. Ductwork Exposed: Ductwork directly accessible by normal accesses without the removal of any construction Work or material.
  - 7. Headroom: Minimum clearance between the floor and the underside of the point of lowest installed mechanical construction above. In case of stairways and walkways, the minimum clearance between the step or surface of the walkway and lowest installed mechanical construction above the stairway or the walkway.
  - 8. Location, Dry: Location not normally subject to dampness or wetness.

9. Location, Damp: Location subject to moderate degree of moisture, including:
  - a. Partially protected locations under canopies, marquees, roofed open porches, and like locations.
  - b. Installations in exterior walls.
  - c. Interior locations such as unheated basements, unheated barns, and cold-storage areas.
10. Location, Wet: Location subject to saturation with water or other liquids, including:
  - a. Installations underground.
  - b. Locations exposed to the weather and unprotected.
  - c. Installations in concrete slabs on grade (with or without vapor barrier between slab and grade).
  - d. Installations under concrete slabs on grade.
  - e. Installations in concrete or masonry walls in contact with the earth (with or without membrane waterproofing between wall and earth).
  - f. Vehicle washing areas and like locations.
11. Mechanical: General term applicable to HVAC, Plumbing, Sprinkler, Laboratory Equipment, Food Service Equipment, Laundry Equipment, and Refrigeration.
12. Piping: This term includes pipe, tube and appurtenant fittings, flanges, valves, traps, hangers and supports.
13. Piping, Concealed: Piping built into construction and not accessible without removal of construction Work such as masonry, plaster or other finishing material and piping installed in floors, furred spaces, suspended ceilings, non-walk-in tunnels, conduits, behind removable panels and cabinet doors.
14. Piping, Exposed: Piping directly accessible by normal accesses without the removal of construction Work or material.
15. Piping, Distribution: Domestic water supply piping, starting with a connection to service piping, and continuing throughout the building to point of connection to equipment and fixture supply piping.
16. Piping, Service: Underground domestic water supply piping starting with a connection to a water main or supply as noted, and continuing to and into a building and terminating with the first exposed fitting inside the building.
17. Space, Finished: A space which has a finishing material applied to walls or ceilings such as paint, plaster, ceramic tile, enamel glazing, face brick, vinyl wall covering, etc. to provide a finished appearance or which will have such finishes applied under a related Contract.
18. Space, Unfinished: A space which does not meet the definition of a finished space.

## **PART 2 PRODUCTS (Not Used)**

## **PART 3 EXECUTION (Not Used)**

### **END OF SECTION**



## **SECTION 014339**

### **MOCKUP REQUIREMENTS**

#### **PART 1 GENERAL**

##### **1.01 RELATED WORK SPECIFIED ELSEWHERE**

- A. 042113 Brick Masonry

##### **1.02 SUBMITTALS**

- A. Quality Control Submittals
  - 1. Mockup Plan: Copy of proposed plan.

##### **1.03 DEFINITIONS**

- A. Mockups (General): Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances.
  - 1. Mockups are not Samples.
  - 2. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
- B. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.

##### **1.04 QUALITY ASSURANCE**

- A. Mockup Plan: Detailed, dimensioned plans and elevations showing mockup size, and items and materials that will be included in proposed mockup.
- B. Pre-Construction Conference: Prior to the construction of the mockup, a conference will be called by the Director's Representative at the Site for the purpose of reviewing the requirements, and intent of mockup. The conference shall be attended by the Director's Representative, Contractor, and person supervising this phase of the Work

#### **PART 2 PRODUCTS (Not Used)**

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish as directed.
  - 1. Build mockups in location and of size and profile indicated or, or as directed by the Director's Representative.
  - 2. Notify the Director's Representative a minimum of \_\_ days in advance of dates and times when mockups will be constructed and able to be inspected.
  - 3. Employ supervisory personnel to oversee mockup construction. Employ same workers that will be employed during the construction of Project.
  - 4. Demonstrate the proposed range of aesthetic effects and workmanship.
  - 5. Commence the Work after mockup has been inspected and approved in writing by Director's Representative.
  - 6. The mockup will establish the standard of quality of workmanship by which the Work will be judged.
  - 7. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work. Failure to maintain the mockup, until directed, will be cause for rejection of the Work.
  - 8. Demolish and remove mockups when directed unless otherwise indicated.
- B. Mockup Types: Construct mockup in accordance with approved shop drawings, project manual, and Contract Drawings, using exact materials and methods approved for the Project, including required accessories.
  - 1. Integrated Exterior Mockups: Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections and supporting materials.

**END OF SECTION**

## **SECTION 015000**

### **CONSTRUCTION FACILITIES & TEMPORARY CONTROLS**

#### **PART 1 GENERAL**

##### **1.01 RELATED WORK SPECIFIED ELSEWHERE**

- A. Construction Waste Management: Section 017419.
- B. Disposal of Asbestos-Containing Materials: Section 028213.

##### **1.02 PROJECT CONDITIONS**

- A. Provide construction facilities and temporary controls necessary for the Work.

##### **1.03 TEMPORARY LIGHT AND POWER**

- A. Electric energy will be made available without charge, at source or sources directed, for lighting and for power tools. Power supply for motors rated in excess of 1/2 hp will be made available within the limits of the existing circuitry and usage.
- B. Provide temporary lighting as required to maintain a minimum of 10 foot candles in the work areas.
- C. Provide ground-fault protection for personnel (such as portable plug-in type ground-fault circuit-interrupters) on single phase 15 and 20 ampere receptacle outlets which are in use.
- D. Receptacle outlets and portable cord connectors shall have standard NEMA configuration.
- E. Provide temporary wiring and equipment in conformance with the National Electrical Code.

##### **1.04 TEMPORARY WATER**

- A. Water will be made available for the Work without charge at source or sources directed within the limits of the existing supply and usage.
- B. Prevent waste of water.

##### **1.05 TEMPORARY TOILETS**

- A. Existing toilet rooms to be used by the Contractor's and subcontractors employees will be designated by the Director's Representative. Maintain assigned toilet rooms in a sanitary condition.

## **1.06 BARRIERS AND ENCLOSURES**

- A. Provide barriers during performance of the Work to:
  - 1. Prevent unauthorized entry to work areas.
  - 2. Allow for State's occupancy of Site.
  - 3. Protect existing facilities and adjacent properties from damage.
  - 4. Protect vehicular and pedestrian traffic.
- B. Scaffolding, Hoist, and Equipment Barriers: Provide temporary fence enclosures as required to prevent unauthorized persons from coming in contact with ground supported scaffolding, hoists, and equipment.

## **1.07 TEMPORARY FENCE ENCLOSURE**

- A. Provide temporary fence not less than 8 feet in height above grade.
- B. Fabric: #9 gage galvanized steel, or equal gage aluminum, woven together into 2 inch diamond mesh, with both top and bottom edges having a twisted and barbed finish.
- C. Posts, Rails, and Connections: Standard galvanized steel products of an approved manufacturer, of the size and types as required and approved. Provide top and bottom rails between all posts secured with bolted connections.
- D. Gates: Provide access gates for passage of employees and materials, complete with padlock. Fabricate gates with galvanized steel pipe perimeter covered with same fabric specified for fence. Furnish the Director's Representative with 2 keys per gate.
- E. Erection: Set posts 4 feet into the ground and not more than 10 feet apart. Install bottom rail not more than 2 inches above existing grade. Pull fabric taut and wire tightly to posts and rails at not more than 2 feet on center.

## **1.08 PROTECTION OF WORK AND EXISTING PROPERTY**

- A. Protect installed Work and existing construction and finishes during performance of the Work.
- B. Maintain the building in a watertight condition during performance of the Work.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at wall projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, and movement of heavy objects by covering them with durable sheet materials.

- F. Protect smoke detectors from airborne dust and debris.
  - 1. At the beginning of each work day, provide protective coverings over smoke detectors in areas where airborne dust and debris will be generated by the Work.
  - 2. At the end of the work day, clean the areas in which the smoke detectors are located by whatever means necessary to assure that airborne dust and debris will not contaminate the smoke detectors, then remove protective coverings.
  - 3. Provide signs, instructions and alternate methods for reporting a fire during the periods that the smoke detectors are covered.
  - 4. Notify the Director's Representative and have procedures approved.
- G. Prohibit traffic or storage upon waterproofed and roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- H. Protect existing trees and plants during performance of the Work unless otherwise indicated. Box trees and plants within the grading limit lines. Do not deposit excavated materials or store building materials around trees or plants. Do not attach guy wires to trees.
- I. Prohibit traffic from landscaped areas.
- J. Cleaning tools of cementitious and other insoluble materials:
  - 1. Do not wash tools in sinks or other sanitary drainage systems. Protect all drainage systems from debris that can clog or damage piping and fixtures.
  - 2. Take all precautions necessary to prevent cementitious and other insoluble materials from flowing into floor drains.
  - 3. Dispose of excess cementitious and other insoluble debris with the other rubbish.

## **1.09 SECURITY**

- A. Key Deposits: A \$25 deposit will be required for each key issued by the Facility. Deposits will be refunded upon return of the keys.
- B. Facility Key Regulations:
  - 1. Sign Facility keys out and in on a daily basis unless otherwise directed.
  - 2. Keep keys on person at all times while on the premises. Do not loan or give keys to other persons.
  - 3. Do not remove keys from the premises without written permission from the Director's Representative.
  - 4. Report lost, missing, or stolen keys immediately to the Facility Safety/Security Department. Assume responsibility for cost of necessary key and lock replacement as a result of lost, missing, or stolen keys.
- C. Identification Cards:
- D. Promptly relock doors and security screens located in access routes, storage areas, and work areas after use.

- E. Restore, by the end of each work day, existing in place safety/security items such as doors, screens, alarm systems components, that required removal, replacement, or adjustment to perform the Work, unless otherwise authorized in writing by the Director's Representative.
- F. Remove all tools and materials from patient occupied work areas when the work areas are not attended by employees and at the end of each work day. Store tools in a locked tool box, cabinet, or shed. Store materials where directed in a location secure from access by patients and clients.

#### **1.10 WATER CONTROLS**

- A. Provide and maintain pumping equipment necessary to keep the work areas free from water. Discharge water into existing storm drainage systems or otherwise disperse as directed.

#### **1.11 FIRE PREVENTION**

- A. Take precautions necessary to prevent fires.
- B. Fuel for cutting and heating torches shall be gas only, and shall be contained in Underwriters Laboratory approved containers.
- C. Furnish and maintain a currently inspected 20 pound capacity multi-class A B C fire extinguisher in the immediate vicinity where welding tools or torches are in use.
- D. Furnish and maintain a currently inspected fire extinguisher of the appropriate class and size whenever the temporary storage of materials changes that areas classification of fire load or life safety.
- E. Do not use flammable liquids, other than those specified, within a building without written approval from the Director's Representative.
- F. Tarpaulins shall be flameproof and shall be securely anchored when attached to scaffolding or when used to enclose any portion of a building.

#### **1.12 TEMPORARY FIRE PROTECTION**

- A. If the existing building is to be partially occupied during the course of the project, all existing exits, fire walls, fire barriers and fire protection systems shall be continuously maintained in the occupied phases in compliance with the Fire Code of New York State. Comply with NFPA 241 for items not specifically addressed in the Fire Code of New York State.
- B. Those portions occupied by the facility must be available for their use 24 hours a day, seven days a week during the contract period unless otherwise scheduled in these documents.

- C. Prior to removal of existing fire walls, fire barriers and fire protection systems, if such removal is part of the work, install equivalent temporary fire walls, fire barriers and fire protection systems as defined in these documents and as approved by the Director's Representative and/or the facilities representative.
- D. The cost of all labor, fire watches, variances, materials, installations, maintenance and removal of such temporary fire protection systems or modifications to the existing systems are the responsibility of the Contractor. Install permanent fire walls, fire barriers and fire protection systems, if provided as part of the work, as soon as practical.

### **1.13 ACCESS ROADS**

- A. Routes of ingress and egress on the premises to the location of the Work shall be as directed.
- B. Keep designated access roads clear of dirt and debris resulting from the Work.
- C. Provide means of removing mud from vehicle wheels before entering paved roads.

### **1.14 PARKING**

- A. Parking areas shall be where designated by the Director's Representative.
  - 1. Keep designated parking areas clear of dirt and debris resulting from the Work.
  - 2. If requested, register vehicles which are to be parked at the Facility with the Facility Safety/Security Department.
  - 3. Remove ignition key from unattended vehicles and lock doors.

### **1.15 RUBBISH REMOVAL**

- A. Clean up and containerize the rubbish (refuse, debris, waste materials, and removed materials and equipment) resulting from the Work at the end of each work day and leave work areas broom clean, except where more stringent cleaning is specified. Locate containerized rubbish where directed.
- B. Remove rubbish from State property at least once a week and more often if the rubbish presents a hazard. Properly dispose of rubbish.
- C. Burning of rubbish will not be permitted.
- D. Also comply with the requirements of Section 017419.

### **1.16 RELOCATION AND REMOVALS**

- A. Should a change in location of any construction facilities and temporary controls be necessary in order to progress the Work properly, remove and relocate such items as directed.

- B. Remove the construction facilities and temporary controls when they are no longer required. Restore permanent facilities used for or connected to temporary facilities to their original condition or better.

**PART 2 PRODUCTS (Not Used)**

**PART 3 EXECUTION (Not Used)**

**END OF SECTION**



## **SECTION 016500**

### **MATERIALS AND EQUIPMENT**

#### **PART 1 GENERAL**

##### **1.01 RELATED REQUIREMENTS SPECIFIED ELSEWHERE**

- A. Specific requirements pertaining to materials and equipment specified elsewhere are additional to the provisions of this Section.

##### **1.02 PRODUCT LABELS**

- A. When materials or equipment are specified to conform to ASTM, Federal or other reference specifications, the materials delivered to the site shall bear the manufacturer's printed labels stating that the materials meet the requirements of such referenced specifications.

##### **1.03 TRANSPORTATION AND HANDLING**

- A. Deliver factory packaged materials and equipment in the manufacturer's original containers.
- B. Transport and handle materials and equipment in such a manner as to prevent their damage.
- C. Arrange for delivery of materials and equipment during the hours of the day established by the Director's Representative.
- D. Have workers available to receive and unload materials and equipment delivered to the site. Do not deliver, or have delivered, any materials and equipment to the site unless such forces are available.
- E. Facility personnel are not authorized to sign for receipt of Contractor's material or equipment.

##### **1.04 STORAGE AND PROTECTION**

- A. Neatly pile, store, protect, and secure materials and equipment in locations where directed.
- B. Protect materials and equipment subject to damage by temperature or other weather conditions.
- C. Do not store volatile liquids in a State building.

#### **PART 2 PRODUCTS (Not Used)**

#### **PART 3 EXECUTION (Not Used)**

**END OF SECTION**

## **SECTION 017329**

### **REMOVALS, CUTTING, AND PATCHING**

#### **PART 1 GENERAL**

##### **1.01 RELATED WORK SPECIFIED ELSEWHERE**

- A. Construction Waste Management: Section 017419.
- B. Asbestos Abatement: Section 028213.

##### **1.02 DEFINITIONS**

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to remain the Property of the State.

##### **1.03 PROJECT CONDITIONS**

- A. Existing Conditions: Do not disturb existing structures, construction, materials or equipment unless required by the Contract.
  - 1. Do not cut, drill or remove structural members such as joists, beams or columns supporting construction that is to remain unless expressly required by the Contract Documents.
- B. Existing Paint: Assume existing painted surfaces to contain lead based paints. Take precautions as required to prevent spread of lead containing particles and dust.
- C. Existing Paint: A lead survey was performed on existing surfaces for the presence of lead based paints. A list of the surfaces tested and the results of the survey are in Document 003126. Take precautions as required to prevent the spread of lead containing particles and dust.
  - 1. Assume existing painted surfaces that have not been tested to contain lead based paint. Take precautions as required to prevent spread of lead containing particles and dust.
- D. Items to Remain the Property of the State: The following items shall remain the property of the State and shall be stored at the site where directed:
  - 1. Construction Work Contract:
- E. Items to Remain the Property of the State: The following items shall remain the property of the State and shall be stored at the site where directed:
  - 1. Construction Work Contract:

## **PART 2 PRODUCTS**

### **2.01 MATERIALS**

- A. Match the appearance and performance of existing corresponding materials as closely as practicable, unless otherwise indicated.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Prior to cutting, drilling or removal, investigate both sides of the surface involved. Determine the exact location of structural members.
- B. If unforeseen obstructions are encountered, take precautions necessary to prevent damage and obtain instructions from the Director's Representative before proceeding with the Work.

### **3.02 PREPARATION**

- A. Provide temporary shoring and other supports necessary to prevent settlement or other damage to existing construction which is to remain.
- B. Prepare existing surfaces properly to receive and, where required, bond with the Work.

### **3.03 REMOVALS, CUTTING, AND ALTERING**

- A. In addition to the items indicated to be removed on the Drawings, remove existing construction superseded by the Work except items such as pipes, conduits, recessed boxes, and ducts which are built into existing construction that is to remain. Cut off and conceal such items at face of remaining construction. Provide cover plates on recessed boxes.
- B. Remove and alter existing construction as required to install and connect the Work to adjacent construction in an approved manner.
- C. Cut and alter existing materials as required to perform the Work. Limit cutting to the smallest amount necessary. Core drill round holes and saw cut other openings where possible.
- D. Perform cutting, drilling, and removals in a manner which will prevent damage to construction which is to remain.

### **3.04 PATCHING**

- A. Patch existing construction and finishes defaced, damaged, or left incomplete due to alterations and removals. Patching, except as otherwise indicated, shall be limited to the areas which have been cut or altered. Finish patched surfaces to match existing adjacent surfaces as closely as practicable.

- B. Perform patching around items penetrating existing construction in a manner that will maintain the water and fire resistive capability of the existing construction.
- C. Paint patched areas and cover plates to match existing adjacent surfaces as closely as practicable using same type of paint. Painting, except as otherwise indicated, shall be limited to the areas which have been patched.
- D. Where surfaces exposed by removals are to remain as exposed surfaces, paint such areas to match existing adjacent surfaces as closely as practicable using same type of paint.

### **3.05 REINSTALLATION**

- A. Where reinstallation of removed items is indicated, reinstall them to a condition equal to or better than their condition before removal.

**END OF SECTION**

## **SECTION 017419**

### **CONSTRUCTION WASTE MANAGEMENT**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. This Section includes requirements for Construction Waste Management (CWM), with criteria for recycling and/or salvaging demolition and construction waste generated during the project. A Construction Waste Management (CWM) Plan shall be developed for approval by the Director's Representative. The Plan shall be implemented throughout the duration of the project and shall be documented in accordance with the SUBMITTALS Article below.
- B. Each contract shall supply the means for proper disposal, recycling, and/or salvaging job site waste. Locations for removal bins or dumpsters shall be coordinated with Directors Representative.

##### **1.02 PERFORMANCE REQUIREMENTS**

- A. Each Contract shall prepare and submit a Construction Waste Management (CWM) Plan to the Director's Representative for approval. The CWM Plan shall outline the provisions to be implemented to properly dispose of, recycle, and/or salvage demolition and construction waste generated during the project.
  - 1. The CWM Plan should be developed with a goal of diverting 25% of waste away from landfill.
- B. Upon approval of the CWM Plan by the Director's Representative, it shall be implemented throughout the duration of the project and documented in accordance with the SUBMITTALS Article below.
- C. Unless otherwise indicated, demolition and construction waste become the property of the Contractor.
- D. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their content, commemorative plaques and tablets, and other items of interest or value that may be uncovered during demolition remain the property of the State. Coordinate with Director's Representative.
  - 1. Carefully salvage in a manner to prevent damage and promptly return to the Director's Representative.
- E. The CWM Plan shall include, but not be limited to, the following components:
  - 1. Identify a single point of contact to act as the Construction Waste Manager. Provide the individuals name, email, and phone number.

2. Listing of Materials: Develop a list of the waste materials and expected quantity from the Project. Categorize what will be targeted for reuse, salvage, composting, recycling, or disposal at landfill. At minimum, the following materials shall be accounted for:
  - a) Aggregates
  - b) Asphalt roofing shingles
  - c) Asphalt
  - d) Concrete
  - e) Conduit, wiring, and support hangers
  - f) Gypsum board
  - g) Insulation
  - h) Land clearing debris
  - i) Metals from banding, stud trim, ductwork, piping, rebar, roofing, windows, other trim, steel, iron, galvanized sheet steel, stainless steel, structural steel, aluminum, copper, zinc, lead, brass, and bronze
  - j) Paint
  - k) Rigid Foam
  - l) Stone
  - m) Temporary construction materials
  - n) Universal Waste
3. Sorting Method: Provide a description of the proposed means of sorting and transporting the recyclable materials (whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and removed from the site for off-site sorting).
  - a) If off-site sorting is utilized, the facility shall provide a sorting method description to be included in the CWM Plan.
4. Compost Facility: Provide the name and address of the composting facility where compostable material will be accepted and current NYSDEC permit.
5. Composting: Provide a description of the proposed means of ensuring compostable material remains uncontaminated during construction and transportation.
6. Packaging Waste: Provide an estimate of packaging materials generated and note whether suppliers will eliminate or take back packaging. Packaging material may include, but is not limited to:
  - a) Paper
  - b) Cardboard
  - c) Boxes
  - d) Plastic sheet and film
  - e) Polystyrene packaging
  - f) Wood crates
  - g) Wood pallets
  - h) Plastic pails
7. Landfill Information: Provide the name and address of the landfill(s) where trash will be disposed of and current operating permit.
8. Recycling facilities: Provide the name and address of the recycling facilities(s) where materials will be sent for recycling, current operating permit, and description of how it will be recycled.

9. Universal Waste Facility: Provide the name and address of the facility where universal waste will be disposed of and current NYSDEC permit.
10. Waste Transporter: Provide name and address of proposed waste transporters and applicable NYSDEC registration and/or permits.
11. Re-Used materials/Equipment: Materials or equipment to be removed from the site or turned over to the State which are classified as recycled materials and shall be documented. Documentation shall include the materials turned over, weight or quantity of materials/equipment and a letter on company letterhead indicating the intended use of items.
12. Additional Information: Include any additional information deemed relevant to describe the scope and intent of the CWM Plan to the Director's Representative.
13. Subcontractor Requirements: CWM and recycling requirements shall be incorporated into all Subcontractor's contracts.

### **1.03 SUBMITTALS**

- A. Submittal Requirements:
  1. A copy of the Construction Waste Management (CWM) Plan, as defined in the PERFORMANCE REQUIREMENTS Article above.
  2. Contractors shall submit monthly CWM Reports. This submission shall include explanation of actual waste management compared to the CWM Plan, waste receipts and a completed CWM Reporting Form (sample included at the end of this Section identified as Exhibit "A").
  3. Calculations and supporting documentation to demonstrate disposal, recycling, and/or salvage rates meeting the requirements of the CWM Plan. The process for recording and assembling documentation shall be as follows:
    - a. Record and document the quantity of all demolition and construction waste materials sent to the landfill. The final reporting form shall specify:
      - 1) The type of waste disposed of.
      - 2) The total quantity of the waste disposed of.
      - 3) Provide the name and permit of the landfill that accepted the materials. Receipts or other proof of facility reception of materials is required.
    - b. Record and document the total quantity of all demolition and construction waste materials reused on-site, reused off-site, recycled, or otherwise salvaged. The final reporting form shall specify:
      - 1) The type of reused, recycled, or salvaged material.
      - 2) The quantity of the reused, recycled, or salvaged material.
      - 3) Provide the name and permit of the receiving facilities/companies that purchased or accepted the reused, recycled, or salvaged materials. Receipts or other proof of facility reception of materials is required.
      - 4) For materials separated for recycling off-site, establish a method for tracking the quantity of the recycled material.

- The method shall be included in the CWM Plan for the Director's Representative review and approval.
- c. Record and document the total quantity of materials composted. The final reporting form shall specify:
    - 1) The type of material composted.
    - 2) The quantity of the material composted.
    - 3) Provide the name and permit of the receiving facilities/companies that purchased or accepted the material to be composted. Receipts or other proof of facility reception of materials is required.
  - d. For materials turned over to others (not the State) for reuse (sale or donation), provide documentation on company letterhead indicating the material(s), the quantity (either by weight or units), the date, contact information, indicate whether the organization is tax exempt, and the intended reuse of the product.
  - e. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered.
- B. Contract Closeout Submittals:
- 1. Contractors shall submit a Final Waste Management Report. This submission shall compile all monthly data for the duration of the project. The final report shall include an explanation of actual waste managed, lessons learned, and a final CWM Reporting Form. Resubmission of waste receipt is not necessary.

## **PART 2 PRODUCTS (Not Used)**

## **PART 3 EXECUTION**

### **3.01 IMPLEMENTATION**

- A. The Contractor shall be responsible for the provision of containers and the removal of all waste, non-retained surplus materials, and rubbish from the site in accordance with the CWM Plan. The Contractor shall oversee and document the results of the Plan. Each trade shall be responsible for collecting, sorting, and depositing in designated areas, their waste, non-retained surplus materials, and rubbish, as per the CWM Plan.
  - a. The Prime Contractor shall be responsible for ensuring their subcontractors abide by the CWM Plan.
- B. Instruction: The Contractor shall provide on-site instruction of appropriate separation, handling and recycling, salvage, reuse and return methods to be used by all parties in appropriate stages of the Project.
- C. Separation Facilities: The Contractor shall provide signage for specific area(s) to facilitate separation of materials for potential recycling, salvage, composting, reuse, and return. Signage shall be multi-lingual as appropriate. Each potential



material shall be collected and stored to avoid being mixed with other materials. Recycling and waste bin areas are to be kept neat and clean, and clearly marked.

### **3.02 MEETINGS**

- A. Conduct CWM meetings. Meetings shall include Subcontractors affected by the CWM Plan. At a minimum, waste management goals and issues shall be discussed at the following meetings:
  - 1. Pre-bid meeting.
  - 2. Pre-construction meeting.
  - 3. Regular job-site meetings.
  - 4. Close out meeting.
- B. Any non-compliant practices in the field will be addressed at regular job-site meetings.

### **3.03 MONTHLY CONSTRUCTION WASTE MANAGEMENT REPORTING**

- A. Monthly CWM Reporting Forms, as required in the SUBMITTALS Article above, shall be submitted to the Director's Representative for review throughout the duration of the project.

**END OF SECTION**

## **SECTION 017716**

### **CONTRACT CLOSEOUT**

#### **PART 1 GENERAL**

##### **1.01 RELATED REQUIREMENTS SPECIFIED ELSEWHERE**

- A. Other provisions pertaining to this Section are included in Article 9 of the General Conditions.

##### **1.02 CONTRACT CLOSEOUT INSPECTIONS**

- A. The following 3 inspections will be made in addition to the normal inspections to ensure that all Contract requirements are met and that the Work is complete and acceptable. The purpose of each of these inspections is to furnish the Contractor a written list of Contract exceptions, omissions, and incompletions so that the Work can be progressed to timely completion in accordance with the Contract Documents.
  - 1. Detailed Inspection: The “Detailed Inspection” will be made when the Work is substantially complete. A copy of the detailed inspection list will be furnished to the Contractor. When this inspection progresses over any length of time, copies of the list will be furnished as the inspection progresses so that the Contractor may proceed with the required Work without delay.
  - 2. Final Inspection: The Contractor will be advised by letter of the date and time of final inspection. A copy of the final inspection list containing all incomplete or unsatisfactory items and the time allowed to complete the Work will be furnished to the Contractor.
  - 3. Joint Inspection for Physical Completion: The joint inspection for physical completion may be made to verify completion of the exception items listed on the final inspection list so that the physical completion date (defined in the General Conditions) may be established.

##### **1.03 FINAL CLEANING**

- A. Perform final cleaning prior to joint inspection for physical completion. Leave the premises in a neat, unobstructed condition, the work areas broom clean (except where more thorough cleaning is specified), and everything in perfect repair and adjustment.
- B. Clean site; sweep paved areas, rake clean landscaped surfaces.
- C. Remove tools, equipment, waste and surplus materials, rubbish, and construction facilities from the premises as soon as possible upon completion of the Work.

#### **1.04 PROJECT RECORD DOCUMENTS**

- A. Maintain on site, 2 sets of the following record documents; record actual revisions to the Work:
  - 1. Contract Drawings.
  - 2. Project Manual.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed shop drawings, product data, and samples.
- B. Store record documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
  - 1. Measured depths of foundations in relation to finish (first) (main) floor datum.
  - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  - 4. Field changes of dimension and detail.
  - 5. Details not on original Contract Drawings.
- E. Upon completion of the work, create electronic versions of the project record documents. Black and white documents are to be scanned into TIFF format using CCIT Group 4 compression. Documents with color, which include black line documents with color notations, are to be scanned into TIFF format using a minimum of 8 colors and “packbit” compression.
  - 1. The scanned images are to be put on a compact disc (CD) using ISO 9660 format. Name the electronic files with the same name as the drawing. Create a folder on the CD for each trade and one for Shop Drawings.
  - 2. Label the CD with the project number, name, and title as it appears on the project manual cover. If there is more than one CD include notation to that effect on the label; i.e., 1 of 3, 2 of 3, 3 of 3. The project record documents and CD(s) are to be turned over to the Director’s Representative.
- F. Applications for progress payments will not be approved if the record documents are not kept current. Application for final payment will not be approved until the project record documents are delivered to the Director’s Representative.

#### **1.05 OPERATION AND MAINTENANCE DATA**

- A. Prepare 2 sets comprised of 8-1/2 x 11 inch text pages bound in capacity expansion binders with durable plastic covers identified with printed title “OPERATION AND MAINTENANCE INSTRUCTIONS”, title of project, and

subject matter of binder when multiple binders are required. Prepare a printed Table of Contents for each volume, with each product or system description identified. Internally subdivide the binder contents with permanent page dividers, logically organized as described below, with tab titles clearly printed under reinforced laminated plastic tabs:

Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, subcontractors, and major equipment suppliers.

Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of subcontractors and suppliers. Identify the following:

1. Significant design criteria.
2. List of equipment.
3. Parts list for each component.
4. Operating instructions.
5. Maintenance instructions for equipment and systems.
6. Maintenance instructions for finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.

Part 3: Project documents and certificates, including the following:

1. Shop drawings and product data.
2. Air and water balance reports.
3. Certificates.
4. Photocopies of warranties.

- B. Submit one copy of completed volumes in final form 15 days prior to final inspection. This copy will be returned after final inspection, with the Director's comments. Revise content of documents as required prior to final submittal.
- C. Submit 2 volumes prior to final Application for Payment.

## **1.06 WARRANTIES**

- A. Furnish warranty certification and copies of warranties that extend beyond the one year period required by the General Conditions. Warranties submitted without warranty certification will not be accepted.
  1. Warranty Certification: Written certification from the warrantor that invoices for installation, service, supplies, and warranty fees have been paid in full to persons or firms due payment, and that the warranty is in effect and non-retractable due to any of the specified conditions.
- B. Prepare printed Table of Contents and assemble warranty certifications and warranty copies in a binder with a durable plastic cover.
- C. Deliver the binder to the Director's Representative prior to final Application for Payment.

- D. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, indicating date of acceptance as start of warranty period.
- E. Applications for final payment will not be approved until the warranty certification and warranty documents are delivered to the Director's Representative.

#### **1.07 SPARE PARTS AND MAINTENANCE MATERIALS**

- A. Label and deliver spare parts, maintenance items, and extra materials to the Site. Place in locations as directed.
  - 1. Include "NOT FOR WARRANTY REPAIRS" on the labels.
  - 2. Obtain receipt prior to final payment.
- B. Do not use the spare parts and maintenance materials required by the Contract Documents to remedy defects during the one-year period described in Paragraph 9.8 of the General Conditions except when approved otherwise by authorized Facility Representative. In such cases, replace items used.
- C. Furnish the names, business addresses, and telephone numbers of fully equipped authorized service organizations to the Director's Representative.
- D. Applications for final payment will not be approved until these items are delivered to the Director's Representative.

#### **PART 2 PRODUCTS (Not Used)**

#### **PART 3 EXECUTION (Not Used)**

**END OF SECTION**

## **SECTION 028003**

### **DISPOSAL OF NON-HAZARDOUS INDUSTRIAL-COMMERCIAL WASTE**

#### **PART 1 GENERAL**

##### **1.01 REFERENCES**

- A. 6 NYCRR - New York State Codes, Rules, and Regulations.

##### **1.02 DESCRIPTION**

- A. Remove the existing roof assemblies, including membranes, insulations and metal fabrications.. The Work of this Contract includes the removal, transporting and disposal of this material as an industrial/commercial waste.

##### **1.03 SUBMITTALS**

- A. Quality Control Submittals:
  - 1. Detailed list of the codes, rules and regulations which are understood to govern the Work. This list must cite specific title, chapter, and section of the citation.
  - 2. Listing of licenses or permits issued by government agencies authorizing the handling of the waste by the qualified Company, transporter, and operator of the disposal facility.
  - 3. Detailed step by step procedure indicating how the Work is to be accomplished. Procedure shall also include information for off-site Work, such as:
    - a. Method of disposal.
    - b. Owner and operator of the disposal facility.
    - c. Location of the disposal facility.
    - d. Method of transporting to the disposal facility.
  - 4. Qualified Company Data:
    - a. Name, address, and telephone number.
    - b. Brochure explaining services offered.
    - c. Experience directly applicable to the required services.
    - d. Type and listing of equipment proposed to be used for the Work.

##### **1.04 QUALITY ASSURANCE**

- A. Qualified Company: The Work shall be performed by a qualified Company having at least 3 years experience directly applicable to the services required.
- B. Pre-Work Conference: Before the Work of this Section is scheduled to commence, a conference will be held by the Director's Representative at the Site for the purpose of reviewing the Contract Documents, discussing requirements for the Work, and reviewing the Work procedures.

## **1.05 PROJECT CONDITIONS**

- A. Environmental Requirements:
  - 1. Comply with all applicable governmental agency codes, rules, and regulations for handling non-hazardous industrial, commercial and non-industrial waste.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS FOR USE DURING DISPOSAL PROCEDURE**

- A. Furnish materials which meet all applicable governmental agency codes, rules and regulations.

## **PART 3 EXECUTION**

### **3.01 PERFORMANCE**

- A. Remove, and dispose of the materials in accordance with all applicable governmental agency codes, rules, and regulations.

**END OF SECTION**

## **SECTION 028213**

### **ASBESTOS ABATEMENT**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. This Section specifies the procedures for disturbance and removal of existing asbestos-containing materials (ACM) and disposal of removed materials. The results of the testing for ACM are listed in the Building Asbestos Survey Report bound in the Appendix. Also see Document 003126.
  - 1. The Building Asbestos Survey report was compiled by an ELAP certified laboratory.
  - 2. In order to determine asbestos content, samples were analyzed by polarized light microscopy (PLM) and/or transmission electron microscopy (TEM).
  - 3. The report is intended for State Design and estimate purposes only, and is included to provide bidders with the same information available to the State.
  - 4. The Bulk Samples are representative of like materials in the Work area. All ACM may not have been sampled.
- B. Type of Asbestos Abatement Project
  - 1. Large Asbestos Abatement Project: An asbestos project involving the removal, disturbance, repair or handling of more than 160 square feet or 260 linear feet of ACM.
- C. Scope of Work
  - 1. Remove and dispose of perimeter flashing, vent flashings & mechanical units flashings and associated tars to top of structural roof deck. Typ. for 1,000 sq. ft.
  - 2. Remove and dispose of black repair tar and underlying roof materials to top of structural roof deck. Typ. for 150 sq. ft.
  - 3. Remove and dispose of roof drains and related tars and underlying roof materials to top of structural roof deck 6 drains. Typ. for 24 sq. ft.
  - 4. Remove and dispose of roof drain pipe insulation fittings. Typ. for 30 lin. ft & 12 fittings
  - 5. Remove and dispose of pitch pockets and related tars and underlying roof materials to top of structural roof deck. Typ. for 2 sq. ft.

##### **1.02 RELATED WORK SPECIFIED ELSEWHERE**

- A. Existing Hazardous Material Information: Document 003126.
- B. Summary of the Work: Section 011000.



- C. Construction Facilities and Temporary Controls: Section 015000.
- D. Removals, Cutting, and Patching: Section 017329.

### **1.03 REFERENCES**

- A. New York State Department of Environmental Conservation (DEC) 6NYCRR:
  - 1. Part 360 Solid Waste Management Facilities.
  - 2. Part 364 Waste Transporter Permits.
  - 3. Part 370 Hazardous Waste Management System-General.
  - 4. Part 371 Identification and Listing of Hazardous Wastes.
  - 5. Part 372 Hazardous Waste Manifest System and Related Standards for Generators, Transporters and Facilities.
  - 6. Part 373 Hazardous Waste Management Facilities.
- B. Occupational Safety and Health Administration (OSHA): Asbestos Regulations (29 CFR Part 1926.1101).
- C. U.S. Environmental Protection Agency (USEPA):
  - 1. National Emission Standards for Hazardous Air Pollutants; Asbestos NESHAP Revision; Final Rule.
  - 2. Asbestos Emergency Response Act (AHERA) (40 CFR Part 763, Subpart E).
- D. New York State Department of Labor (DOL): Industrial Code Rule 56.

### **1.04 DEFINITIONS**

- A. Authorized Personnel: Facility or the Director's Representative, and all other personnel who are authorized officials of any regulating agency, be it State, Local, Federal or Private entity who possess legal authority for enforcement or inspection of the work.
- B. Clearance Criteria: Shall be determined and established by a Certified Asbestos Project Monitor with an independent testing lab employed by the Director's Representative, conforming to all standards set forth by all authorities having jurisdiction, mentioned in the references, and issue the certification of cleaning.
- C. Site Specific Variance: Relief in accordance with section 30 of the Labor Law from specific sections of Industrial Code Rule 56 for a specific project.
- D. Phase I & II: Asbestos Project phases as defined and subcategorized in ICR 56-2.

### **1.05 ABBREVIATIONS**

- A. ASTM: American Society for Testing and Materials  
1916 Race Street  
Philadelphia, PA 19103

- B. CFR: Code of Federal Regulations  
Government Printing Office  
Washington, DC 20402
- C. DOL: New York State Department of Labor  
Harriman State Office Building Campus  
Albany, NY 12240
- D. NIOSH: National Institute for Occupational Safety and Health  
Building J.N.E. Room 3007  
Atlanta, GA 30333
- E. OSHA: Occupational Safety and Health Administration  
200 Constitution Avenue  
Washington, DC 20210
- F. USEPA: United States Environmental Protection Agency  
401 M Street SW  
Washington, DC 20460

#### **1.06 ASBESTOS SITE SPECIFIC VARIANCE**

- A. If a site specific variance is sought, the application must be submitted by the contractor's NYS DOL Certified Asbestos Project Designer with 14 days after the Contract Agreement is approved by the Comptroller. Forward the required forms to the Department of Labor for their action.

#### **1.07 SUBMITTALS**

- A. Product Data: Catalog sheets, specifications and installation instructions for each item specified.
- B. Asbestos Site Specific Variance Submittals; where site specific variances are sought submit the following:
  - 1. One copy of the completed DOSH-751 and DOSH-465 forms.
  - 2. One copy of the New York State Department of Labor site specific variance decision.
- C. Quality Control Submittals:
  - 1. Notification Compliance Data: Within 2 days after notification is sent to the regulatory agencies submit one copy of each notice sent to each regulatory agency (USEPA and DOL).
  - 2. Asbestos Removal Company Data: Name and address of proposed asbestos removal company and abatement contractor license issued by DOL.
  - 3. Asbestos Worker Certification Data: Name and address of proposed asbestos abatement workers and licenses issued by DOL.
  - 4. Work Plan: For information only, submit one copy of the work plan required under Quality Assurance Article.
  - 5. Waste Transporter Permit: One copy of transporter's current waste transporter permit from NYS DEC (NYS Part 364 Permit).

6. Landfill: Landfill to be used for ACM disposal shall be licensed to receive asbestos waste by NYS DEC (NYS Part 360 Permit) and by USEPA. Out of state landfills shall provide licenses from local agencies having jurisdiction.
  7. Negative Air Pressure Equipment: Copy of manufacturer's and performance data of all units and HEPA filters used.
- D. Asbestos Work Closeout Submittals:
1. Waste Shipment Records and Disposal Site Receipts: Copy of waste shipment record and disposal site receipt showing that the ACM has been properly disposed.
    - a. Waste shipment record and disposal site receipt must be received within 35 days of the ACM waste leaving the Site. If receipts are not received within the specified time period, the Director's Representative will notify USEPA in writing within 45 days of the ACM waste leaving the Site.
- E. Contract Closeout Submittals:
1. Daily Log: Submit copy of Project Monitor's daily air sample log and a copy of Asbestos Abatement Contractor's Daily project log.
  2. Air Monitoring Data: Submit copy of air test results and chain of custody.

## **1.08 QUALITY ASSURANCE**

- A. Regulatory Requirements: Comply with the referenced standards.
- B. Pre-Work Conference: Before the Work of this Section is scheduled to commence, a conference will be held by the Director's Representative at the Site for the purpose of reviewing the Contract Documents, discussing requirements for the Work, and reviewing the Work procedures.
1. The conference shall be attended by the Contractor, the asbestos removal subcontractor, and the testing laboratory employed by the Director.
- C. Work Plan: At the conclusion of the pre-work conference, before the physical abatement Work begins, prepare a detailed work plan.
1. The work plan shall include, but not be limited to, work procedures, types of equipment, details of equipment used, decontamination unit locations, crew size, and emergency procedures for fire and medical emergencies and for failure of containment barriers.
  2. If a site specific variance is sought, do not finalize the work plan until the Department of Labor decision is received.

## **1.09 PROJECT CONDITIONS**

- A. In addition to the postings required by law, post at the entrance to the abatement area the following documents:
1. Copy of the printed Work plan.
  2. Copy of Industrial Code Rule 56.

- B. Shut-down of Air Handling System: Complete the Work of this Section within the time limitation allowed for shut-down of the air handling system serving the work area.
  - 1. The air handling system will not be restarted until approval of the air monitoring tests following the last cleaning.
  - 2. If total shut down of the system is not acceptable, follow all regulations for local isolation and provision for temporary HVAC as per DOL regulations.
- C. Maintain electric services to those portions of the building and remaining facility not a part of the asbestos abatement work area at all times. Follow all regulations for electric power shut down exemptions as per DOL regulations.
- D. Do not obstruct any aisle or passageway so as to reduce its required width as an exit.

#### **1.10 HEALTH AND SAFETY**

- A. Where in the performance of the work, workers, supervisory personnel or sub-contractors may encounter, disturb, or otherwise function in the immediate vicinity of contaminated items and materials, all personnel shall take appropriate continuous measures as necessary to protect all ancillary building occupants from the potential ACM exposure.
  - 1. Such measures shall include the procedures and methods described herein and shall be in compliance with all applicable regulations of Federal, State and Local agencies.

#### **1.11 FIRE PROTECTION, EMERGENCY EGRESS AND SECURITY**

- A. Establish emergency and fire exits from the work area containment. Provide first aid kits and two full sets of protective clothing and respirators for use by qualified emergency personnel outside of the work area.
- B. Provide a logbook throughout the entire term of the project. All persons who enter the regulated abatement work area or enclosure shall sign the logbook. Document any intrusion or incident in the log book.

#### **1.12 PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT**

- A. Workers must wear personal protective equipment for all projects as per OSHA and DOL regulations. Provide respiratory protection in accordance with OSHA regulation 1910.134 and ANSI Z88.2.
- B. Workers must be trained as per OSHA and DOL requirements, have medical clearance and must have recently received pulmonary function test (PFT) and respirator fit tested by a trained professional.
  - 1. A personal air sampling program shall be in place as required by OSHA.
  - 2. The use of respirators must also follow a complete respiratory protection program as specified by OSHA.

## **PART 2 PRODUCTS**

### **2.01 DISPOSAL BAGS**

- A. Type: Minimum 6 mil thick, black, and preprinted with a Caution Label.

### **2.02 EQUIPMENT**

- A. Temporary lighting, heating, hot water heating units, ground fault interrupters, and all other equipment on site shall be UL listed.
- B. All electrical equipment shall be in compliance with the National Electric Code, Article 305 - Temporary Wiring.

### **2.03 FIREPROOFING – NOT USED**

### **2.04 GLOVE BAGS**

- A. Type: Minimum 6 mil thick, clear, fire retardant polyethylene. Select glove bag sizes appropriate for the size and location of the project.

### **2.05 NEGATIVE AIR PRESSURE UNITS**

- A. Type: Local exhaust system, capable of maintaining negative air pressure within the containment, and provides for HEPA filtration of efficiency not less than 99.97 percent with 0.3 micron particles. Equip the unit with filter alarms lights and operation time meter.

### **2.06 PLASTIC SHEETS**

- A. Type: Minimum 6 mil thick, clear, fire retardant polyethylene.

### **2.07 RESPIRATORS**

- A. Type: As approved by the Mine Safety and Health Administration (MSHA), Department of Labor, or the National Institute for Occupational Safety and Health (NIOSH), Department of Health and Human Services.

### **2.08 VACUUM CLEANERS**

- A. Type: Vacuums equipped with HEPA filters.

## **PART 3 EXECUTION**

### **3.01 ASBESTOS-CONTAINING MATERIAL HANDLING AND REMOVAL PROCEDURES**

- A. Comply with the standards referenced in Part 1 of this Section.

### **3.02 CLEAN UP PROCEDURES**

- A. Comply with the standards referenced in Part 1 of this Section.

### **3.03 PROJECT AIR SAMPLING, MONITORING AND ANALYSIS**

- A. Air Sampling and Analysis: The Director will employ the services of an independent testing laboratory to perform air sample monitoring. The laboratory shall use the methods described in standards referenced in Part 1 of this Section.
  - 1. The equipment, duration, flow rate, calibration of equipment, number and location of samples are as per ICR 56-4.
  - 2. Air sampling technician shall be on site to observe and maintain air sampling equipment for the duration of the air sampling collection.
  - 3. Period of time permitted between completion of air sample collection and receipt of results on the project site shall be equal or less than 48 hours.
- B. If air samples collected outside the regulated work area indicate airborne fiber concentrations at or above 0.01 fibers per cubic centimeter, or the established background level, which ever is greater, work shall stop immediately for inspection of barriers and negative air ventilation systems. Clean up surfaces outside the regulated work area using HEPA filter equipped vacuums and wet cleaning methods. Work methods shall be altered to reduce fiber concentrations to acceptable levels.
- C. Elevated air sample results, if any, along with background and all other air sample results collected during Phase IIA through Phase IIC shall be submitted to the Commissioner of appropriate Asbestos Control Bureau within the same business day of receipt of results.

### **3.04 FINAL CLEANING AND CLEARANCE PROCEDURES**

- A. Negative Pressure Ventilation: Negative air pressure machines if used, shall remain in continuous operation during the entire length of the project.
- B. Cleaning and Visual Inspection: After first, second, third cleaning and required waiting/settling and drying periods, perform a final visual inspection.
  - 1. Final clearance air sampling shall commence after the waiting/settling and drying time as per ICR 56 has elapsed.
- C. Project Monitor Visual Inspection: The Director will employ the services of a DOL certified asbestos project monitor employed by an independent testing laboratory to perform visual inspection as required by ICR 56.
- D. Final Clearance Air Sampling: The Director will employ the services of an independent testing laboratory to perform final air sampling.
  - 1. The laboratory shall use the methods described in standards referenced in Part 1 of this Section.
  - 2. The equipment, duration, flow rate, calibration of equipment, number and location of samples are as per ICR 56-4.

3. If initial Post-Abatement (Clearance Air) Monitoring results do not comply with the standards referenced in Part 1 of this Section the Contractor shall either re-clean or order a full set of TEM analysis.
    - a. Results of the TEM analysis will be conclusive, and if the results do not comply with the standards referenced in Part 1 of this Section, the Contractor shall re-clean and additional full set of air samples will be collected and analyzed until the standards are met.
    - b. All satisfactory PCM clearance air sample results along with background air sample results, if they are greater than or equal to 0.01 fibers per cubic centimeter, shall be submitted to the Commissioner of appropriate Asbestos Control Bureau within two business days of receipt of satisfactory clearance air results.
    - c. All satisfactory TEM results of previously unsatisfactory PCM clearance air sample results, along with the unsatisfactory PCM results shall be submitted to the Commissioner of appropriate Asbestos Control Bureau within two business days of receipt of satisfactory clearance air results.
  4. Prior to removal of isolation barriers the Director's Representative at the site will receive an affidavit from the air monitoring laboratory certifying the final air samples comply with the standards referenced in Part 1 of this Section.
- E. Dismantling of Regulated Abatement Work Area:
1. Remove all tools and equipment after proper decontamination as per Part 1 of this section.
  2. Dismantle and remove each tent enclosure and air lock and any barriers only after final clearance air monitoring has been performed and satisfactory results obtained.
  3. All remaining polyethylene, duct tape, expandable foam and other barrier materials shall be bagged, wrapped, containerized and labeled as asbestos waste.
  4. Remove all temporary hard walled barriers from site.
  5. Dismantle any remote decontamination units and plastic sheeting shall be disposed as asbestos waste.
  6. Remove all waste generated to the holding area, lockable trailer or dumpster.
  7. Contractor's Supervisor shall certify in writing to the Director that abatement work is complete and no debris/residue remains.

### **3.05 DISPOSAL OF ASBESTOS-CONTAINING MATERIAL AND RELATED DEBRIS**

- A. Remove all waste generated as part of the asbestos project from the project site within ten calendar days from the site after completion of Phase IIC of the project or within one day of the waste disposal container/trailer becomes full, whichever occurs first.
- B. Transport and dispose of all the asbestos-containing waste, related debris, and waste water to the approved disposal site.

- C. All generated waste removed from the site must be documented, accounted for and disposed of in compliance with the requirements of USEPA NESHAP.
- D. Comply also with the standards referenced in Part 1 of this Section.

### **3.06 RESTORATION**

- A. Remove temporary decontamination facilities and restore area designated for these facilities to its original condition or better.
- B. Where existing work is damaged or contaminated, restore work to its original condition or better.

**END OF SECTION**



## **SECTION 028304**

### **HANDLING OF LEAD CONTAINING MATERIALS**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. This Section specifies the requirements for the detection and prevention of lead dust, paint chips, or debris contamination of lead dust control work areas and areas adjacent to them, protection of workers, post-work cleaning, predisposal testing and appropriate disposal of removed material.

##### **1.02 RELATED WORK SPECIFIED ELSEWHERE**

- A. Existing Hazardous Material Information: Document 003126.
- B. Summary of the Work: Section 011000.
- C. Construction Facilities and Temporary Controls: Section 015000.
- D. Removals Cutting and Patching: Section 017329.

##### **1.03 REFERENCES**

- A. New York State Department of Environmental Conservation (DEC) 6NYCRR:
  - 1. Part 360 Solid Waste Management Facilities.
  - 2. Part 364 Waste Transporter Permits.
  - 3. Part 370 Hazardous Waste Management System-General.
  - 4. Part 371 Identification and Listing of Hazardous Wastes.
  - 5. Part 372 Hazardous Waste Manifest System and Related Standards for Generators, Transporters and Facilities.
  - 6. Part 373 Hazardous Waste Management Facilities.
- B. New York State Department of Transportation (DOT): Follow all regulations of 49CFR Part 100 through 199.
- C. Occupational Safety and Health Administration (OSHA): Lead Exposure in Construction: Interim Final Rule 29 CFR 1926.62.
- D. U.S. Department of Housing and Urban Development (HUD): Guidelines for evaluation and control of Lead based paint hazards: Title Ten of Housing and Community Act of 1992.
- E. U.S. Environmental Protection Agency (EPA): Resource Conservation and Recovery Act (RCRA) Section 3004 Hazardous and Solid Waste Amendments.
- F. U.S. Environmental Protection Agency (EPA): Toxicity Characteristics Leaching Procedure EPA Method 1311.

#### **1.04 DEFINITIONS**

- A. Authorized Personnel: Facility or the Director's Representative, and all other personnel who are authorized officials of any regulating agency, be it State, Local, Federal or Private entity who possess legal authority for enforcement or inspection of the work.
- B. Containment: The enclosure within the building which establishes a contaminated area and surrounds the location where lead remediation is taking place and establishes a Lead Control Work Area.
- C. Floor Surface Clearance Criteria: Shall be determined and established by an independent testing lab hired by the Director's Representative, conforming to all standards set forth by all authorities having jurisdiction, mentioned in the references, and issue the certification of cleaning. At a minimum no single post work lead wipe sample test values shall have reading levels greater than the levels established by pre-work wipe sampling test values, or greater than 40 mg/ft<sup>2</sup>. Record levels in mg/ft<sup>2</sup>.
- D. Fixed Object: Mechanical equipment, electrical equipment, fire detection systems, alarms, and all other fixed equipment, furniture, fixtures or other items which cannot be removed from the work area.
- E. HEPA: High Efficiency Particulate Absolute filtration efficiency of 99.97 percent down to 0.3 microns. Filtration provided on specialized vacuums and air filtration devices to trap particles.
- F. Lead Based Paint (LBP): Paints or other surface coatings that contain lead equal to or greater than 1.0 milligrams per square centimeter or 0.5 percent of lead by weight.
- G. Lead Dust Control Work Area: A cordoned off area with drop clothes or an enclosed area or structure with containment to prevent the spread of lead dust, paint chips, or debris from lead-containing paint disturbance operations.
- H. PPE: Personal Protective Equipment.

#### **1.05 ABBREVIATIONS**

- A. ASTM: American Society for Testing and Materials  
1916 Race Street  
Philadelphia, PA 19103
- B. CFR: Code of Federal Regulations  
Government Printing Office  
Washington, DC 20402
- C. DOT: Department of Transportation  
Main Office, 50 Wolf Road  
Albany, NY 12232

- D. NIOSH: National Institute for Occupational Safety and Health  
Building J, N.E. Room 3007  
Atlanta, Georgia 30333
- E. OSHA: Occupational Safety and Health Administration  
200 Constitution Avenue  
Washington, DC 20210
- F. USEPA: United States Environmental Protection Agency  
401 M Street SW  
Washington, DC 20460

#### **1.06 SUBMITTALS**

- A. Quality Control Submittals: Submit the entire Lead Abatement submittal package at the same time.
  - 1. Worker' Qualifications: The persons removing lead containing/coated material and their Supervisors shall be personally experienced in this type of work and shall have been employed by a company with a minimum of one year experience in this type of work. Submit a copy of documentation of completion of the EPA lead renovators training program.
    - a. Name of lead supervisor on site during the work.
  - 2. Detailed Work Plan: Submit one copy of the work plan required under Quality Assurance Article.
  - 3. Waste Transporter Permit: One copy of transporter's current NYS DEC waste transporter permit.
- B. Operation and Maintenance Data: Submit air filtration unit operation and maintenance data and manufacturer's catalog sheets for the HEPA filter.
  - 1. Provide an affidavit stating that the HEPA filters to be used for this project are new and unused.
- C. Contract Closeout Submittals:
  - 1. Assessment Report compiled by a testing lab certifying that the work area has lead concentrations below the levels specified under the cleaning criteria.
  - 2. Disposal Site Receipts: Copy of waste shipment record and disposal site receipt showing that the lead-containing materials have been properly disposed.

#### **1.07 QUALITY ASSURANCE**

- A. Regulatory Requirements: Comply with the referenced standards.
- B. Pre-Work Conference: Before the Work of this Section is scheduled to commence, a conference will be held by the Director's Representative at the Site with the contractor and the lead handling subcontractor (if any) for the purpose of reviewing the Contract Documents, discussing requirements for the Work, and reviewing the Work procedures.

- C. Detailed Lead-Containing Material Removal Work Plan: Before the physical Work begins, prepare a detailed lead-containing material removal work plan.
  - 1. The work plan shall include, but not be limited to, the location, size, and details of lead dust control work areas, containment, sequencing of lead containing material handling, work procedures, types of equipment, crew size, and emergency procedures for fire and medical emergencies.

## **1.08 PROJECT CONDITIONS**

- A. Shut-down of Air Handling System: Complete the Work of this Section within the time limitation allowed for shutdown of the air handling system serving the work area.
  - 1. The air handling system will not be restarted until approval of the post-work dust-wipe testing following the last cleaning.
- B. Cover and seal all fin-tube radiator covers, diffusers, duplex outlets, speakers, smoke and heat detectors, etc. Use temporary plasticized partitions as required.
  - 1. Prevent lead containing dust from entering hard to clean areas within the dust containment area.
  - 2. Items judged to be too difficult to protect may be disconnected, removed and replaced at contractor's option.
- C. Remove or encase all movable equipment in the work area with two layers of six mil fire retardant polyethylene sheeting.
- D. Cut and alter existing materials as required to perform the work. Limit cutting to the smallest amount necessary. Core drill round holes and saw cut other openings where possible for removal work. Flame cutting, high speed grinding or welding is prohibited on lead painted surfaces.

## **1.09 HEALTH AND SAFETY**

- A. Where in the performance of the work, workers, supervisory personnel or sub-contractors may encounter, disturb, or otherwise function in the immediate vicinity of contaminated items and materials, all personnel shall take appropriate continuous measures as necessary to protect all ancillary building occupants from the potential lead exposure.
  - 1. Such measures shall include the procedures and methods described herein and shall be in compliance with all applicable regulations of Federal, State and Local agencies.

## **1.10 FIRE PROTECTION, EMERGENCY EGRESS AND SECURITY**

- A. Establish emergency and fire exits from the lead dust control work area containment. Provide first aid kits and two full sets of protective clothing and respirators for use by qualified emergency personnel outside of the work area.
- B. Provide a logbook throughout the entire term of the project. All persons who enter the regulated lead dust control work area or containment shall sign the logbook. Document any intrusion or incident in the log book.

## **1.11 PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT**

- A. Workers must wear protective suits, protective gloves, eye protection and a minimum of half-face respirator with new HEPA filter cartridge for all projects. Respiratory protection shall be in accordance with OSHA regulation 1910.134 and ANSI Z88.2.
- B. Workers must be trained per EPA, have medical clearance and must have recently received pulmonary function test (PFT) and respirator fit tested by a trained professional.
  - 1. A personal air sampling program shall be in place as required by OSHA.
  - 2. The use of respirators must also follow a complete respiratory protection program as specified by OSHA.

## **PART 2 PRODUCTS**

### **2.01 RESPIRATORS**

- A. Type: Approved by the Mine Safety and Health Administration (MSHA), Department of Labor, or the National Institute for Occupational Safety and Health (NIOSH), Department of Health and Human Services.

### **2.02 VACUUM CLEANERS**

- A. Type: Vacuums equipped with new HEPA filters.

### **2.03 PLASTIC SHEETS**

- A. Type: Minimum 6 mil., clear, fire retardant polyethylene sheets.
- B. Floor Protective Layer: Minimum 10 mil., reinforced polyethylene sheets.

### **2.04 DISPOSAL BAGS**

- A. Type: Minimum 6 mil thick, clear polyethylene bags with preprinted Caution Label. Properly containerize/drum prior to disposal.

### **2.05 EQUIPMENT**

- A. Temporary lighting, heating, hot water heating units, ground fault interrupters, and all other equipment on site shall be UL listed and shall be safe, proper, and sufficient for the purpose intended.
- B. All electrical equipment shall be in compliance with the National Electric Code, Article 305 - Temporary Wiring.

## **PART 3 EXECUTION**

### **3.01 PRE-WORK WIPE TESTING**

- A. Testing: The Director's Representative will employ the services of an independent testing laboratory to perform the pre-work testing within the lead dust control work area and the areas adjacent to the lead dust control work area.
  - 1. The testing lab will be New York State Department of Health, Environmental Laboratory Accreditation Program (NYS ELAP).

### **3.02 EMPLOYEE PROTECTION**

- A. Comply with all applicable Occupational Safety and Health Administration (OSHA) Requirements.

### **3.03 LEAD-CONTAINING/COATED MATERIAL HANDLING AND DISPOSAL**

- A. Handle and dispose of lead-containing materials in accordance with OSHA 1926.62 and the approved lead-containing material work plan. Use procedures and equipment required to limit occupational and environmental exposure to lead when material containing or coated with lead containing paint is handled and disposed of in accordance with referenced standards.

### **3.04 POST-WORK WIPE TESTING**

- A. Testing: The Director will employ the services of an independent testing laboratory to perform the post-work testing within the lead dust control work area and the areas adjacent to the lead dust control work area.
  - 1. The testing lab will be New York State Department of Health, Environmental Laboratory Accreditation Program (NYS ELAP).

### **3.05 CLEANING CRITERIA**

- A. Cleaning criteria is separated into two categories; areas within the lead dust control work area, and areas adjacent to the lead dust control work area:
  - 1. Surfaces within the Lead Dust Control Work Area: In each area where the lead containing/coated materials have been disturbed, compare the post work wipe sample values with the pre work wipe sample values. If any of the sample values exceed the pre work values, clean again and schedule retesting until the lead levels are equal to or less than the pre work values or less than the HUD guidelines listed below. Any other surfaces inside the lead dust control work area that are not listed below shall be cleaned to the pre work values:
    - a. Floors: 40 micrograms of lead per square foot.
    - b. Window Sills: 250 micrograms of lead per square foot.
    - c. Window Troughs: 400 micrograms of lead per square foot.
    - d. Soil: 400 ppm in play areas and 1,200 ppm in bare soil in the remainder of the yard.
  - 2. Areas Adjacent to the Lead Dust Control Work Area: In each area where the work has been performed, compare the post work wipe sample values with the pre work wipe sample values. If any of the sample values

exceed the pre work values, the area has been contaminated by the work and cleaning is mandatory.

- a. Clean all affected surfaces and schedule retesting. If results still exceed pre work wipe sample values, clean again and schedule retesting until the following criteria is met or until the lead dust values are equal to or lower than the pre-work wipe sample values. Any affected surfaces that are not listed below shall be cleaned to pre-work levels.
  - 1) Floors: 40 micrograms of lead per square foot.
  - 2) Window Sills: 250 micrograms of lead per square foot.
  - 3) Window Troughs: 400 micrograms of lead per square foot.
  - 4) Soil: 400 ppm in play areas and 1,200 ppm in bare soil in the remainder of the yard.

### **3.06 CERTIFICATION OF CLEANING**

- A. Schedule dust wipe testing with the Director's Representative at the site, when work area is ready for clearance testing.
- B. Director's Representative will employ the services of an independent testing lab to perform clearance testing.
  1. Prior to removal of any isolation barrier, the Director's Representative will obtain a written affidavit and a final assessment report from the lab stating that the tests conform to all standards set forth by all authorities having jurisdiction, mentioned in the references.
  2. Schedule a walk-through inspection with the Director's Representative and obtain his written approval.
- C. The Director's Representative shall have final determination of an acceptable clearance level.

### **3.07 PRE-DISPOSAL TESTING**

- A. Prior to disposal, the Director's Representative will employ the services of an independent testing lab to perform clearance testing of the removed materials for toxicity in accordance with EPA Method 1311, Toxicity Characteristic Leaching Procedure (TCLP).
  1. Test results indicating a value greater than 5 ppm lead or 5mg/L classifies the removed material as Hazardous Waste.

### **3.08 DISPOSAL OF LEAD-CONTAINING/COATED MATERIAL AND RELATED DEBRIS**

- A. Transport and dispose of lead-containing material classified as Hazardous Waste in accordance with the standards referenced in Part 1 of this Section.
- B. Transport and dispose of lead-containing material classified as Non- Hazardous Waste in accordance with the standards referenced in Part 1 of this Section.

### **3.09 RESTORATION**

- A. Remove temporary decontamination facilities and restore area designated for these facilities to its original condition or better.
- B. Where existing construction is damaged or contaminated during the course of performing this project, restore area to its condition or better.

**END OF SECTION**



## SECTION 033001

### CAST-IN-PLACE CONCRETE

#### PART 1 GENERAL

##### 1.01 RELATED WORK SPECIFIED ELSEWHERE

##### 1.02 REFERENCES

- A. Except as shown or specified otherwise, the Work of this Section shall conform to the requirements of Specifications for Structural Concrete for Buildings ACI 301-16 of the American Concrete Institute.

##### 1.03 DEFINITIONS (Amendments to ACI 301, Section 1.2):

- A. Exposed Construction: Exposed to view.

##### 1.04 SUBMITTALS

- A. Submittals Package: Submit product data for design mix(es) and materials for concrete specified below at the same time as a package.
- B. Submit an Environmental Product Declaration (EPD) from the manufacturer for concrete within this specification section, if available. A statement of the contractor's good faith effort to obtain the EPD shall be provided if not available.
  - 1. Manufacturer-provided EPDs must be Product Specific Type III (Third-Party Reviewed), in adherence with ISO 14025 *Environmental labels and declarations*, ISO 14044 *Environmental management – Life cycle assessment*, and ISO 21930 *Core rules for environmental product declarations of construction products and services*.
- C. Shop Drawings: Placing drawings for bar reinforcement.
- D. Product Data:
  - 1. Concrete design mix(es) with name and location of batching plant.
  - 2. Portland Cement: Brand and manufacturer's name.
  - 3. Fly Ash: Name and location of source, and DOT test numbers.
  - 4. Air-entraining Admixture: Brand and manufacturer's name.
  - 5. Water-reducing Admixture: Brand and manufacturer's name.
  - 6. Aggregates: Name and location of source, and DOT test numbers.
  - 7. Lightweight Coarse Aggregate: Brand and manufacturer's name
  - 8. Chemical Hardener (Dustproofing): Brand and manufacturer's name, and application instructions.
  - 9. Bonding Agent (Adhesive): Brand and manufacturer's name, and preparation and application instructions.
  - 10. Expansion Joint Filler: Brand and manufacturer's name.
  - 11. Emery Aggregate: Brand and manufacturer's name, and application instructions.

- E. Samples:
  - 1. Fabric Reinforcement: 8 inches square.
  - 2. Bar Supports: Full size.
- F. Quality Control Submittals:
  - 1. Certificates: Affidavit required under Quality Assurance Article.

## **1.05 QUALITY ASSURANCE**

- A. Concrete batching plant shall be currently approved as a concrete supplier by the New York State Department of Transportation.
- B. Fly ash supplier shall be currently approved as a fly ash supplier by the New York State Department of Transportation.
- C. Certifications: Affidavit by the bar reinforcement manufacturer certifying that bar material meets the contract requirements.
  - 1. Submit evidence consisting of certification of source of material, copies of purchase orders and manufacturer's certifications. For stock material, submit copies of latest mill or purchase orders for material replacement.
    - a. Documentation to confirm compliance with General Conditions Article 25.4 Domestic Steel.
  - 2. Fabricator's and Erector's Qualifications Data: Name and experience of fabricator and erector.
- D. The Contractor agrees, that if the value of this contract exceeds \$100,000 all structural steel, reinforcing steel and other major steel items to be incorporated in the Work of this Contract shall be produced and made in whole or substantial part in the United States, its territories or possessions.
- E. Source Quality Control: The Director reserves the right to inspect and approve the following items, at his own discretion, either with his own forces or with a designated inspection agency:
  - 1. Batching and mixing facilities and equipment.
  - 2. Sources of materials.

## **1.06 STORAGE**

- A. Store materials so as to insure the preservation of their quality and fitness for the Work. Materials, even though accepted prior to storage, are subject to inspection and shall meet the requirements of the Contract before their use in the Work.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS (Amendments to ACI 301, Section 4, for Normal Weight Concrete and Section 7, for Lightweight Concrete):**

- A. Water-reducing Admixture: ASTM C 494, Type A, and on the New York State Department of Transportation's current "Approved List".

- B. Fly Ash (Pozzolans): ASTM C 618, including Table 1A (except for footnote A), Class F except that loss on ignition shall not exceed 4.0 percent.
- C. Chemical Curing and Anti-Spalling Compound: ASTM C-309, Type 1D, Class B, with a minimum 18 percent total solids content. No thinning of material allowed.
  - 1. SureCure Emulsion, Kaufman Products, Inc. 3811 Curtis Avenue, Baltimore, MD 21226, (800) 637-6372.
  - 2. Cure & Seal 25 percent (J-22UV) by Dayton Superior Corp., 1125 Byers Rd., Miamisburg, OH 45342, (800) 745-3700.
  - 3. MasterKure CC 200 WB by Master Builders/ BASF Building Systems, 23700 Chagrin Blvd., Cleveland, OH 44122, (800) 628-9990.
- D. Chemical Hardener (Dustproofing): Colorless aqueous solution of magnesium-zinc fluosilicate. Approved products include:
  - 1. MasterKure HD 300WB by Master Builders/ BASF Building Systems, 23700 Chagrin Blvd., Cleveland, OH 44122, (800) 628-9990.
  - 2. Surfhard by The Euclid Chemical Co., 19218 Redwood Rd., Cleveland, OH 44110, (216) 531-9222.
  - 3. Liqui-Hard by W.R. Meadows, Inc., PO Box 543, Elgin, IL 60121, (847) 683-4500.
  - 4. FluoHard by L & M Construction Chemicals, Inc., 14851 Calhoun Rd., Omaha, NE 68152, (402) 453-6600.
  - 5. Armortop by Anti Hydro International, Inc., 265 Badger Ave., Newark, NJ 07108, (800) 777-1773.
  - 6. Diamond by Kaufman Products, Inc., 3811 Curtis Avenue, Baltimore, MD 21226, (800) 637-6372.
- E. Type 1 Expansion Joint Filler: Preformed, resilient, non-extruding cork units; ASTM D 1752, Type II.
- F. Chamfer Strips: Wood, metal, PVC or rubber; one inch chamfer.
- G. Epoxy Bonding Agent (Adhesive): 100 percent solids epoxy-resin-base bonding compound, complying with ASTM C 881, Types I, II, IV and V, Grade 2 (horizontal areas) or Grade 3 (overhead/vertical areas), and Class B (40-60 degrees Fahrenheit) or Class C (60 degree Fahrenheit and above).
  - 1. SurePoxxy HM Series by Kaufman Products, Inc., 3811 Curtis Avenue, Baltimore, MD 21226, (800) 637-6372.
  - 2. Sikadur Hi-Mod 32 by Sika Corporation, 201 Polito Avenue, Lyndhurst, NJ 07071, (800) 933-7452.
  - 3. MasterEmaco ADH 327 RS by Master Builders/ BASF Building Systems, 23700 Chagrin Blvd., Cleveland, OH 44122, (800) 628-9990.

## **2.02 PROPORTIONING (Amendments to ACI 301, Sections 4 & 7):**

- A. Compressive Strength: As required by ACI 318-14 Table 19.3.2.1. "Requirements for concrete by exposure class".
- B. Weight: Normal, except as indicated below:

1. Lightweight Concrete (for floor fills): Air-dry unit weight between 95 and 115 lb/cu ft.
- C. Durability: Concrete shall be air-entrained. Design air content shall be according to ACI 318-14 Table 19.3.2.1 “Requirements for concrete by exposure class”, and ACI 318-14 Table 19.3.3.1 “Total air content for concrete exposed to cycles of freezing and thawing”, with an allowable tolerance of plus or minus 1.5 percent for total air content. Entrained air shall be provided by use of an approved air-entraining admixture. Air-entrained cement shall not be used.
- D. Slump: Maximum 4 inches; minimum 1 inch before the addition of any water-reducing admixtures or high-range water-reducing admixtures (superplasticizers) at the Site.
- E. Admixtures: Do not use admixtures in concrete unless specified or approved in writing by the Director.
- F. Selection of Proportions: Concrete proportions shall be established on the basis of previous field experience or laboratory trial batches, unless otherwise approved in writing by the Director.
  1. Optional Material: Fly ash may be substituted for (Portland) cement in normal weight concrete up to a maximum of 15 percent by weight of the required minimum (Portland) cement. If fly ash is incorporated in a concrete design mix, make necessary adjustments to the design mix to compensate for the use of fly ash as a partial replacement for (Portland) cement.
    - a. Adjustments shall include the required increase in air-entraining admixture to provide the specified air content.
    - b. Lower early strength of the concrete shall be considered in deciding when to remove formwork.

## **2.03 REINFORCEMENT (Amendments to ACI 301, Section 3):**

- A. Bar Reinforcement: ASTM A 615, Grade 60, deformed steel bars.
- B. Fabric Reinforcement: ASTM A 185, welded wire fabric, fabricated into flat sheets unless otherwise indicated.
- C. Bar Supports: Galvanized steel or AISI Type 430 stainless steel, and without plastic tips.
- D. Tie Wire: Black annealed wire, 16-1/2 gage or heavier.

## **2.04 JOINTS AND EMBEDDED ITEMS (Amendments to ACI 301, Section 5.3.2.6):**

- A. Obtain bond at construction joints by the use of bonding agent (adhesive) in accordance w/section 5.2.1.7 or the use of cement grout.

## **2.05 PRODUCTION (Amendments to ACI 301, Section 5):**

- A. Provide ready-mixed concrete, either central-mixed or truck-mixed.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION AND PREPARATION**

- A. Do not use items of aluminum for mixing, chuting, conveying, forming or finishing concrete, except magnesium alloy tools may be used for finishing.
- B. Keep excavations free of water. Do not deposit concrete in water.
- C. Hardened concrete, reinforcement, forms, and earth which will be in contact with fresh concrete shall be free from frost at the time of concrete placement.
- D. Prior to placement of concrete, remove all hardened concrete spillage and foreign materials from the space to be occupied by the concrete.

### **3.02 FORMWORK (Amendments to ACI 301, Section 2):**

- A. The formwork shall be designed for loads, lateral pressure, and allowable stresses outlined in Chapter 4 - Design of "Guide to Formwork for Concrete" (ACI 347-14).
- B. All formwork shall be removed after the concrete has sufficiently hardened, except in inaccessible spaces where approved.
- C. After the ends or end fasteners of form ties have been removed, the embedded portion of the ties shall terminate not less than 3/4 inch from the formed surfaces of concrete.

### **3.03 PLACING REINFORCEMENT (Amendments to ACI 301, Section 3):**

- A. At the time concrete is placed, reinforcement shall be free of mud, oil, loose rust, loose mill scale, and other materials or coatings that may adversely affect or reduce the bond.

### **3.04 PLACING CONCRETE (Amendments to ACI 301, Section 5):**

- A. Operation of truck mixers and agitators and discharge limitations shall conform to the requirements of ASTM C 94.
- B. Do not allow concrete to free fall more than 4 feet.

### **3.05 FINISHING FORMED SURFACES (Amendments to ACI 301, Section 5.3.3):**

- A. Finish Schedule: Except where indicated otherwise on the Drawings, provide the finishes below:
  - 1. Rough Form Finish for concrete surfaces not exposed to view.
  - 2. Smooth Form Finish for concrete surfaces exposed to view.

**3.06 FINISHING SLABS (Amendments to ACI 301, Section 5.3.4):**

- A. Finish Schedule: Except where indicated otherwise on the Drawings, provide the finishes below:
  - 1. Floated Finish for:
    - a.
    - b. Slabs and fill over which waterproofing, roofing, vapor barrier, insulation, terrazzo, or resin bound flooring is required.
- B. Finishing, General: Provide monolithic finishes on concrete floors and slabs without the addition of mortar or other filler material. Finish surfaces in true planes, true to line, with particular care taken during screeding to maintain an excess of concrete in front of the screed so as to prevent low spots. Screed and darby concrete to true planes while plastic and before free water rises to the surface. Do not perform finishing operations during the time free water (bleeding) is on the surface.

**3.07 CURING AND PROTECTION (Amendments to ACI 301, Section 5.3.6):**

- A. Maintain concrete surfaces in a moist condition for at least 7 days after placing, except where otherwise indicated. Do not use curing compound.

**3.08 CHEMICAL HARDENER (DUSTPROOFING)**

- A. Apply chemical hardener to all troweled finished interior floors which are to be left exposed.
- B. Do not apply chemical hardener until concrete has cured the number of days recommended in manufacturer's instructions.
- C. Prepare surfaces and apply chemical hardener in accordance with manufacturer's printed instructions and recommendations.

**3.09 FIELD QUALITY CONTROL (Amendments to ACI 301, Section 1):**

- A. Make available to the Director's Representatives whatever test samples are required to make tests. Furnish shipping boxes for compression test cylinders.

**END OF SECTION**

## **SECTION 040121**

### **MASONRY RESTORATION**

#### **PART 1 GENERAL**

##### **1.01 RELATED WORK SPECIFIED ELSEWHERE**

- A. Masonry Cleaning: Section 040123.
- B. Joint Sealers: Section 079200.

##### **1.02 SUBMITTALS**

- A. Product Data:
  - 1. Portland Cement: Brand and manufacturer's name.
  - 2. Lime: Brand and manufacturer's name.
  - 3. Mortar Pigments: Brand and manufacturer's name.
  - 4. Packaged Products: Manufacturer's specifications and application instructions for products specified.
  - 5. Sand: Location of pit, name of owner, and previous test data.
- B. Samples: Deliver to the Site for comparison with existing masonry.
  - 1. Mortar for Exposed Joints and Cracks: Each required type, minimum 12 inches long by full thickness, showing finish and color.
  - 2. Masonry Units: Each required type, full size, showing finish and full color range.

##### **1.03 QUALITY ASSURANCE**

- A. Field Examples: Prior to performing the Work of this Section, prepare a sample panel of not less than 12 sq ft for each type of masonry restoration Work required. Do not proceed further with the Work until the sample panel has been approved by the Director's Representative. Approved samples will be used as quality standards for the Work. Maintain approved samples at the Site until the Work is completed.
  - 1. Sample panels may be a portion of existing masonry which is to be restored, at a location directed by the Director's Representative.
- B. Material Container Labels: Material containers shall bear the manufacturer's label indicating manufacturer's name, trade name of product, lot number, shelf life of product, and mix ratio (if applicable).

##### **1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Packaged Products:
  - 1. Deliver materials to the site in manufacturer's original, sealed containers. Do not deliver materials which have exceeded shelf life limitation set forth by the manufacturer.
  - 2. Comply with manufacturer's printed instructions for storing and protecting materials.

- B. Bulk Aggregate: Store in a manner which will keep aggregate clean and protected from the weather elements.

## **1.05 PROJECT CONDITIONS**

- A. Environmental Requirements:
  - 1. For factory packaged products, comply with the manufacturer's printed limitations and instructions.
  - 2. At temperatures below 40 degrees F, maintain mortar temperature between 40 degrees F and 120 degrees F unless otherwise recommended by the material manufacturer. If necessary, heat mixing water and sand to produce the required results.
  - 3. At temperatures between 32 degrees F and 20 degrees F, provide wind breaks and cover the restored masonry to prevent wetting and freezing. Maintain restored masonry above freezing for not less than 16 hours using auxiliary heat or insulating blankets.
  - 4. At temperatures below 20 degrees F, provide heated enclosures for performing the Work. At the end of the workday, maintain the enclosures and keep the Work from freezing for not less than 24 hours.
  - 5. Do not lower freezing point of mortar by use of antifreeze, calcium chloride, or other additives.
  - 6. Do not use frozen materials or materials coated with ice or frost.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS**

- A. Mortar Types:
  - 1. Type N Mortar: ASTM C 270, Type N.
  - 2. Modified Type N Pointing Mortar: ASTM C 270, Type N, modified with an acrylic additive in accordance with the additive manufacturer's printed instructions for the intended usage.
- B. Mortar Color: For exposed Type N mortar and Modified Type N pointing mortar, select materials (complying with the requirements) and proportion pigments with other ingredients as necessary to match the color of existing corresponding materials.
- C. Mortar Pigments: High purity, finely ground, chemically inert, unfading, lime proof mineral oxides specially prepared for use in mortar.
- D. Acrylic Additive: "Acryl 60" by Thoro System Products; "Sonocrete" by Sonneborn Building Products; "Anchor - IT" by Anti-Hydro Waterproofing Co.
- E. Masonry Units: Match existing units in type, grade, size, appearance, and texture unless otherwise indicated.
- F. Accessories:



## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Protection: Protect adjacent surfaces not being restored. Protect sills, ledges, and projections from material droppings.
- B. Surface Preparation:
  - 1. Prepare surfaces to be restored in compliance with product manufacturer's printed instructions and as specified.
  - 2. Remove dirt, dust, and foreign material from surfaces to be restored.
  - 3. Clean areas to be restored with compressed air or water flushing, except as otherwise recommended by the mortar manufacturer.
- C. Materials Preparation:
  - 1. Dry concrete masonry units and stone that have become wet. Do not wet these masonry units.
  - 2. Wet bricks that have a high absorption rate. Wet bricks until water runs off. Install bricks when surface is slightly damp.
  - 3. Prepare exposed Type N mortar and Modified Type N pointing mortar to match the color and appearance of existing adjoining mortar.

### **3.02 REPOINTING JOINTS**

- A. Rake or cut out joints to a minimum depth of 5/8 inch and until sound surface is reached. Where cutting is required to remove existing mortar and joint filler, use a rotary power masonry saw wherever possible without damaging masonry. Cut the mortar and joint filler cleanly from the sides of the joints, leaving square corners. Flush joints clean with water or compressed air.
- B. Dampen joints slightly before application of mortar, making sure there is no free water. Backpack joints tightly out to a depth of 5/8 inch from the face of masonry with Modified Type N pointing mortar. After backpacking mortar has attained initial set, redampen remaining 5/8 inch depth of joints, fill with Modified Type N pointing mortar, and finish joints to match existing adjoining joints.
  - 1. Where joint sealant is required, backpack the joints tightly out to a uniform depth of 1/4 inch.
  - 2. Where joint sealant is required, cut out the joints or backpack the joints (as required by existing conditions) to the depth shown on the Drawings.

### **3.03 REPLACING MASONRY UNITS**

- A. Provide temporary shoring or other supports as required to prevent displacement of existing masonry which is to remain. Perform the removal Work with such care as may be required to prevent damage to adjoining masonry which is to remain.
- B. Remove the deteriorated and damaged masonry units to their full depth, including the surrounding joint mortar. Wherever possible without damaging

masonry, use a rotary power masonry saw for cutting Work. Leave square corners at adjoining masonry which is to remain. Clean joints and cavities by flushing with water or compressed air.

- C. Dampen contact surfaces slightly before application of mortar, making sure there is no free water. Install matching masonry units with Type N mortar. Install units to match and align with existing masonry. Maintain bonding and coursing pattern of existing masonry. Use presoaked wood wedges where necessary to properly set the units and maintain uniform matching joints. Backpack and fill joints full of mortar. Finish joints to match existing adjoining joints.
- D. Accessories:

### **3.04 FILLING CRACKS**

- A. Non-Moving Cracks: Clean cracks with water flushing or compressed air. Dampen contact surfaces. Fill cracks with Modified Type N pointing mortar flush with adjoining masonry.
  - 1. Enlarge cracks 1/8 inch or less in width to 1/4 inch wide by minimum 3/8 inch deep prior to cleaning and filling. Use masonry saw or power chisel.
- B. Moving Cracks: Cut out cracks more than 1/8 inch in width (for sealant) as required to provide joint configuration shown on the Drawings. Use masonry saw or power chisel. Clean and dry the contact surfaces.

### **3.05 CLEANING**

- A. As the Work proceeds and after completion of Work, remove excess mortar, droppings, smears, stains, and other soiling substances resulting from the Work of this Section. Remove misplaced materials from surfaces immediately.

**END OF SECTION**

## **SECTION 040123**

### **MASONRY CLEANING**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. The Work of this Section includes cleaning brick by a chemical cleaning method using pressure spray equipment.

##### **1.02 RELATED WORK SPECIFIED ELSEWHERE**

- A. Water Source: Section 015000.
- B. Masonry Restoration: Section 040121.
- C. Joint Sealers: Section 079200.

##### **1.03 REFERENCES**

- A. The Brick Industry Association Technical Note 20, June 2006, Cleaning Brickwork, gobrick.com, 703-620-0010.

##### **1.04 SUBMITTALS**

- A. Product Data: Cleaning materials manufacturers' catalog sheets, specifications, and application instructions.
- B. Quality Control Submittals:
  - 1. Cleaning Contractor's Qualifications Data:
    - a. Firm name, address, and telephone number.
    - b. Period of time firm has performed masonry cleaning work, and names and addresses of the required number of similar projects completed by the firm.
  - 2. Cleaner's Qualifications Data:
    - a. Name of each person who will be performing the Work of this Section.
    - b. Employer's name, address, and telephone number.
    - c. Names and addresses of the required number of similar projects that each person has worked on which meet the experience criteria.
  - 3. Cleaning Procedure: Proposed cleaning procedure for cleaning masonry including each step in the cleaning process, type of scaffolding, and type, size and location of equipment.

##### **1.05 QUALITY ASSURANCE**

- A. Cleaning Contractor's Qualifications: The firm performing the Work of this Section shall have been regularly engaged in masonry cleaning work for a

minimum of five years, and shall have completed 5 similar projects using the cleaning method specified.

- B. Cleaners' Qualifications: The persons cleaning the masonry and their supervisors shall be personally experienced in the required method of masonry cleaning, and shall have worked on 5 similar projects within the last 3 years.
- C. Pressure Spray Cleaning Equipment:
  - 1. Presoak pressure: 30 psi to 50 psi, with 25 deg to 50 deg fan shaped nozzle.
  - 2. Cleaning solution application pressure: 30 psi to 50 psi, with 50 deg fan shaped nozzle.
  - 3. Cleaning pressure: 200 psi to 300 psi, with a 25 deg to 50 deg fan shaped nozzle.
- D. Field Examples:
  - 1. Before the building cleaning operations are started, clean a sample panel of approximately 100 square feet of each type of masonry required to be cleaned at a location on the building directed by the Director's Representative. If the sample panel is not satisfactory, as determined by the Director's Representative, modify the cleaning procedure and clean another sample panel. Continue cleaning sample panels until satisfactory results are obtained and approved by the Director's Representative.
    - a. For cleaning procedures other than specified, but which generally follow the method(s) specified, submit proposed procedure for approval and clean additional sample panels adjacent to the above sample panels for comparison of results.
  - 2. Approved panels and procedures will become the cleaning standard for the Work of this Section.
  - 3. Cover the approved sample panels with six mil polyethylene plastic mounted on wood frames of adequate size and strength to protect the panels until the completion of the Work. The covers shall be easily removable for comparison with completed Work.

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

- A. Deliver cleaning materials in manufacturer's packaging, with instructions for use.
- B. Store, protect, and handle cleaning materials in accordance with manufacturer's instructions.

#### **1.07 PROJECT CONDITIONS**

- A. Environmental Requirements:
  - 1. Make necessary provisions for the diversion and disposal of cleaning water and solutions, including the furnishing of pumps if required. Take precautions as required to prevent damage and contamination resulting from run off of cleaning solution.
  - 2. Do not wet or wash down masonry surfaces when the temperature is below 40 degrees F or may drop below 40 degrees F within 24 hours.

- B. Existing Conditions:
  - 1. Take necessary precautions and protective measures to prevent injury to people and damage to property in areas adjacent to the Site, including damage due to wind drift of cleaning materials.
  - 2. Pumping equipment will not be allowed in or on the building.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS**

- A. Cleaning Materials: Solutions of chemical cleaning agents and additives that will remove the dirt, grime, carbon, surface residues, stains, graffiti, and other foreign material from the masonry surfaces, but will not damage the masonry.
  - 1. Cleaning agents shall be formulated and manufactured specifically for cleaning the particular kind of masonry required to be cleaned.
- B. Water: Clean and potable.

### **2.02 EQUIPMENT**

- A. Pressure Washer:
  - 1. Maximum allowable pressure: 300psi.
- B. Miscellaneous Equipment:
  - 1. Stiff natural bristle brush.
  - 2. Hand operated pump sprayers.
  - 3. Clean rags.
  - 4. Latex gloves.
  - 5. Rubber gloves.
  - 5. Eye protection.
  - 6. Garden hose connected to potable water source.
  - 7. Soft bristle scrub brush.
  - 8. Putty knives or paint scrapers, metal and plastic.
  - 9. Wire bush for cleaning rust bloom only.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Protection:
  - 1. Protect windows, doors, fixtures, air conditioners, roofing, flashings, and other adjacent surfaces not required to be cleaned from damage.
  - 2. Provide a method for containment and disposal of contaminated runoff from the cleaning operation.
  - 3. Protect landscaping, paving, and other improvements near the building from damage.
  - 4. Construct temporary sidewalk sheds at building entrances to divert cleaning materials and debris away from entrance ways and to provide sheltered access to the building.

- B. Surface Preparation:
  - 1. Remove vines, bird nests, stalactite deposits, and heavy accumulations of dirt, bird droppings and other foreign material from surfaces required to be cleaned.
  - 2. Perform this preliminary cleaning by brushing, sweeping, wiping, scraping, vacuuming, and other approved methods as required by existing conditions. Use tools that will not damage the masonry.

### **3.02 CLEANING MASONRY**

- A. Bucket and Brush Cleaning:
  - 1. Saturate the area to be cleaned and brickwork below with water prior to applying the cleaning solution and keep wet until final rinse.
  - 2. Mix and apply cleaning solution according to manufacturer's instructions.
  - 3. Do not allow cleaning solution to dry on brickwork.
  - 4. After cleaning, thoroughly rinse the area being cleaned and the area below with water.
  - 5. Clean masonry equal in appearance to the approved sample panels.
- B. Pressure Water Cleaning:
  - 1. Determine appropriate water pressure, nozzle type and distance between wall and nozzle by trial cleaning; maintain consistently throughout clean.
  - 2. Saturate the area to be cleaned and the brickwork below with water prior to applying cleaning solution, and keep wet until final rinse.
  - 3. Apply cleaning solution according to manufacturer's instructions with low pressure sprayer, 30 to 50 psi using a 50 deg fan shaped nozzle, or by brush.
  - 4. Do not allow cleaning solution to dry on brickwork.
  - 5. Thoroughly rinse using maximum water pressure of 200 to 300 psi with a 25 deg to 50 deg fan shaped nozzle.
  - 6. Clean masonry equal in appearance to the approved sample panels.
- C. Clean masonry free of dirt, grime, soot, carbon, efflorescence, moss, stains, graffiti, tendrils, paint, masonry coatings, tar and other foreign material. Leave masonry uniformly clean and undamaged.
- D. Clean all features and appurtenances of the masonry such as sills, arches, lintels, returns, reveals, projecting courses, coping, entablature work, back of parapets and balustrades, balconies, friezes, fascias, cornices, chimneys and other features.
- E. Thoroughly rinse off the masonry surfaces with water.

### **3.03 CLEAN-UP**

- A. Clean and restore sidewalks, paving, and lawns soiled or damaged as a result of the cleaning operations. Remove all protective materials.

**END OF SECTION**

## **SECTION 040513**

### **MORTAR AND MASONRY GROUT**

#### **PART 1 GENERAL**

##### **1.01 REFERENCES**

- A. Standards:
  - 1. Mortar: ASTM C 270, except as otherwise specified.
  - 2. Grout: ASTM C 476.

##### **1.02 SUBMITTALS**

- A. Product Data:
  - 1. Portland Cement: Brand and manufacturer's name.
  - 2. Masonry Cement: Brand and manufacturer's name.
  - 3. Lime: Brand and manufacturer's name.
  - 4. Sand(s): Location of pit, name of owner, and previous test data.
  - 5. Color Pigments: Brand and manufacturer's name.

##### **1.03 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, store, and handle materials in a manner which will insure the preservation of their quality and fitness for the Work.
- B. Store cement and lime on raised platforms under waterproof, well ventilated cover.

#### **PART 2 PRODUCTS**

##### **2.01 MATERIALS**

- A. Cement: One of the following complying with the indicated requirements:
  - 1. Portland Cement: ASTM C 150, Type 1, of natural color or white as required to produce the desired color.
    - a. Fly Ash: Comply with ASTM C593.
      - 1) Recycled Content: Minimum 15 percent pre-consumer recycled content at contractor's option.
      - a) Type 1: 81 g, 15 percent.
  - 2. Masonry Cement: ASTM C 91, of natural color or custom color as required to produce the desired color.
    - a. Fly Ash: Comply with ASTM C593.
      - 1.) Recycled Content: Minimum 5 percent post-consumer recycled content, or minimum 20 percent pre-consumer recycled content at contractor's option.
      - a) Type M: 27 g, 5 percent; 108 g 20 percent.
      - b) Type S: 26 g, 5 percent; 102 g, 20 percent.
      - c) Type N: 24 g, 5 percent; 96 g 20 percent.

- B. Hydrated Lime: ASTM C 207, Type S.
- C. Mortar Sand: ASTM C 144, except that for joints less than 1/4 inch thick use sand graded with 100 percent passing the No. 16 sieve.
  - 1. Sand for White Mortar: Natural white sand or ground white stone.
  - 2. Sand for Colored Mortar: Ground marble, granite, or other sound stone, as required to match approved sample.
- D. Grout Sand: ASTM C 404.
- E. Color Pigments: High purity, finely ground, chemically inert, unfading, lime proof mineral oxides specially prepared for use in mortar.
- F. Water: Clean and free of deleterious amounts of acids, alkalis, and organic materials.

## **2.02 MIXES**

- A. Mortar for Unit Masonry: Comply with ASTM C 270, proportion specifications, except limit materials to those specified.
  - 1. Colored Mortar: Proportion color pigments with other ingredients as necessary to match required color, except limit pigments other than carbon black to a maximum of 10 percent of cement content by weight and limit carbon black to a maximum of 3 percent of cement content by weight.
- B. Grout: Comply with ASTM C 476. If grout types are not indicated on Drawings, furnish type (fine or coarse) most suitable for the particular job conditions to completely fill cavities and embed reinforcement and other built-in items.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Refer to sections of Specifications which require mortar and masonry grout.

### **3.02 MORTAR SCHEDULE**

- A. Where mortar types are not indicated on Drawings or specified, use types as follows:
  - 1. Type S for concrete masonry units.
  - 2. Type N for brick masonry units.
    - a. Proportion Portland cement, lime, and sand in a 1:1:6 ratio.

**END OF SECTION**



## **SECTION 042113**

### **BRICK MASONRY**

#### **PART 1 GENERAL**

##### **1.01 RELATED WORK SPECIFIED ELSEWHERE**

- A. Masonry Restoration: Section 040121.
- B. Mortar: Section 040513.
- C. Concrete Unit Masonry: Section 042200.
- D. Built-In Flashings: Section 076000.

##### **1.02 SUBMITTALS**

- A. Samples:
  - 1. Building Brick (Exposed Exterior): 12, showing full range of shading.
  - 2. Accessories: Each item specified, full size or 24 inch long sections as applicable.
- B. Quality Control Submittals:
  - 1. Test Reports: At the written request of the Director, submit certified test reports for each type of brick specified as follows:
    - a. Compressive strength.
    - b. Twenty-four hour cold water absorption.
    - c. Five hour boiling water absorption.
    - d. Saturation coefficient.
    - e. Initial rate of absorption (suction).

##### **1.03 QUALITY ASSURANCE**

- A. Field Examples:
  - 1. Prior to installation of brick masonry, construct a sample brick masonry wall panel at the Site.
  - 2. Build panel 2 feet long by 1.5 feet high by full wall thickness, with materials, bond, joints, accessories, and back-up masonry required for the Work.
  - 3. Do not start brick masonry until a sample panel has been approved by the Director's Representative.
  - 4. Approved panel will be the standard of workmanship required for all masonry built of the same materials. Failure to maintain this standard will be cause for rejection of the masonry.
  - 5. Maintain approved panel intact until all brick masonry has been installed and approved; then remove panel from the Site.

#### **1.04 DELIVERY, STORAGE AND HANDLING**

- A. Deliver brick for use in exposed Work on pallets. Handle by mechanical means, by hand or tongs. Dumping will not be permitted.
- B. Store brick off the ground to prevent contamination by mud, dust or other materials likely to cause staining or other defects.
- C. Cover brick, when necessary, to protect from the elements.
- D. Protect accessories from the elements.

#### **1.05 PROJECT CONDITIONS**

- A. Environmental Requirements; Cold Weather Conditions:
  - 1. At temperatures below 40 degrees F, maintain mortar temperature between 40 degrees F and 120 degrees F. If necessary, heat mixing water and sand to produce the required results.
  - 2. At temperatures between 40 degrees F and 32 degrees F, protect masonry from rain and snow for 24 hours after laying.
  - 3. At temperatures between 32 degrees F and 20 degrees F, provide wind breaks and cover the masonry to prevent wetting and freezing. Maintain masonry above freezing for not less than 24 hours using auxiliary heat or insulating blankets.
  - 4. At temperatures below 20 degrees F, provide heated enclosures for laying the masonry. At the end of the workday, maintain the enclosures and keep the Work from freezing for not less than 24 hours.
  - 5. Do not lower freezing point of mortar by use of antifreeze, calcium chloride or other additives.
  - 6. Do not use frozen materials or materials coated with ice or frost.

### **PART 2 PRODUCTS**

#### **2.01 BUILDING (COMMON) BRICK**

- A. Building Brick (Exterior): ASTM C 62, Grade SW.
  - 1. Size, Color, and Appearance: Match existing adjacent brickwork.

#### **2.02 ACCESSORIES**

- A. Masonry Wall Reinforcement: Joint reinforcement factory fabricated from cold-drawn steel wire, ASTM A 82, truss or ladder design, with 9 gage deformed steel wire longitudinal rods welded to 9 gage steel wire cross ties spaced 16 inches oc; width 1-1/2 to 2 inches less than total wall thickness. Furnish factory fabricated corner and tee sections for corners and wall intersections.
  - 1. Finish for Exterior Walls: 1.5 oz per sq ft hot dipped galvanized after fabrication, ASTM A 153, Class B-2.

2. For walls with concrete masonry unit back-up wythe, reinforcement shall have a third longitudinal rod located for proper embedment at internal face shell of concrete masonry units.
  3. Provide units with adjustable 2 piece rectangular ties where horizontal joints of facing wythe do not align with those of back-up.
- B. Adjustable Wall Ties: 3/16 inch diameter cold-drawn steel wire, ASTM A 82; 2 piece construction consisting of pintle section with 2 legs and corresponding eye section. Maximum clearance between connecting parts shall be 1/16 inch. Wall tie shall be of size for at least 1-1/2 inch embedment into the mortar bed of solid masonry units.
1. Finish for Exterior Walls: 1.5 oz per sq ft hot dipped galvanized after fabrication, ASTM A 153, Class B-2.
  2. Finish for Interior Walls: 0.8 oz per sq ft mill galvanized, ASTM A 641, Class 3, except interior walls exposed to moist environment shall have finish specified for exterior walls.
  3. For solid masonry wythes, provide z-shaped ties.
  4. For composite wythes (face brick with hollow concrete masonry backing), provide rectangular shaped ties.
- C. Flexible Anchors: 1.5 oz per sq ft hot dipped galvanized steel anchors which will permit horizontal and vertical movement of masonry but will maintain lateral restraint, and as follows:
1. For Anchorage To Concrete Framework: 2 piece anchors with 14 gage sheet steel dovetail section and rectangular or vee-shaped 3/16 inch diameter wire tie section sized to extend to within one inch of face of masonry.
  2. For Anchorage To Steel Framework: 2 piece anchors with crimped 1/4 inch diameter bar for welding to steel and rectangular or vee-shaped 3/16 inch diameter wire tie section sized to extend to within one inch of face of masonry.
- D. Dovetail Anchor Slot Concrete Inserts: 24 gage galvanized steel, with filler strip; slot sized to fit dovetail anchor.
- E. Buck Anchors (For Anchoring New Masonry To Existing Construction): 1-1/4 x 1/8 x 8 inch long z-type steel buck anchor with 2 inch long right angle bent ends, bolt hole in one bent end, 1.5 oz per sq ft hot dipped galvanized after fabrication. Furnish 3/8 inch diameter galvanized machine bolt and non-ferrous metal expansion shield.

## 2.03 CLEANING AGENTS

- A. Powder:
1. Trisodium phosphate.
  2. Detergent, biodegradable type.
- B. Liquid: Green Clean-100 by L&W Stone Corp., 1036 South St., Orland, CA 95963, (800)-346-9739, [www.lwstonecorp.com](http://www.lwstonecorp.com) or; "Clean As You Go" by Diedtech Technologies, Inc., 7373 S. 6<sup>th</sup> St., Oak Creek, WI 53154, (800) 323-3565, [www.diedrichtechnologies.com](http://www.diedrichtechnologies.com).

## **2.04 SOURCE QUALITY CONTROL**

- A. Brick Tests: Test brick in accordance with ASTM C 67. Have tests performed by a qualified independent testing laboratory.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Wetting Brick:
  - 1. Wet brick that absorb 20 drops of water (placed in a one inch circle) in less than 90 seconds.
  - 2. One day before use of brick (or several hours in extremely warm weather), play a waterhose on the brick pile until excess water runs off. Allow brick surfaces to dry before use.
- B. Clean loose and foreign materials off supporting surfaces just prior to laying brick.
- C. Protection:
  - 1. Protect face materials against staining.
  - 2. Remove misplaced mortar immediately.
  - 3. Protect sills, ledges, off-sets, and similar items from mortar drippings and other damage during construction.
  - 4. Protect newly laid masonry from exposure to precipitation, excessive drying, freezing, soiling, and other harmful elements.
  - 5. Cover top of walls with non-staining waterproof covering when Work is not in progress. Place with minimum 2 foot overhang of protective covering on each side of wall and securely anchor.

### **3.02 INSTALLATION**

- A. General:
  - 1. Pattern Bond:
    - a. Lay exposed brick in running bond, unless otherwise indicated.
    - b. Bond unexposed brick by lapping units at least 2 inches.
  - 2. Joining of Work:
    - a. When a run of brickwork cannot be completed by the end of the day, stop off horizontal run of brickwork by racking back 1/2 length of unit in each course.
    - b. Tothing is not permitted unless approved in writing by the Director's Representative.
    - c. Where fresh brickwork joins set brickwork, remove loose brick and mortar. Clean and lightly wet exposed bond surfaces of set brickwork.
  - 3. Cutting Brick: Cut exposed brick with a motor-driven saw or by other methods which provide straight and true cuts.
  - 4. Mortar Joint Thickness:

- a. Lay brick with 3/8 inch joints.
    - b. Match existing joint thickness.
  5. Joint Tooling:
    - a. Tool exposed joints when "thumb-print" hard with a rounded jointer which is slightly larger than thickness of joint.
    - b. Trowel-point or concave-tool exterior joints below grade.
    - c. Flush-cut all other joints not required to be tooled.
  6. Movement Joints:
    - a. Install expansion joints and control joints as required by the Drawings.
    - b. Keep joints free of mortar and debris.
    - c. Do not bridge expansion joints and control joints in wall system with reinforcement, anchors or ties.
  7. Sealant Recesses:
    - a. Unless otherwise shown on the Drawings, leave 3/4 inch deep by 1/4 inch wide open joints around outside perimeters of exterior door frames, window frames, and other framed wall openings.
  9. Flashings:
    - a. Clean contact surfaces and remove projections which might puncture the flashing.
    - b. Place flashing on bed of mortar and cover with mortar.
  10. Built-In Work:
    - a. Fit brick closely around built-in Work.
    - b. Except where cavities are required, fill all spaces between built-in Work (including metal frames and structural steel) and brickwork solidly with mortar.
- B. Laying Brick:
1. Unless otherwise required by the design, lay brick plumb, true to line and with level courses accurately spaced within allowable tolerances.
  2. Completely fill mortar joints. Do not furrow bed joints. Butter ends of brick with sufficient mortar to fill head joints. Point closure joints full.
  3. Collar Joints: Except in cavity walls, fill vertical-longitudinal joint between wythes by slushing and rodding the joint full of mortar.
  4. Do not pound corners and jambs to fit stretcher units after they are set in position. Where an adjustment must be made after mortar has started to harden, remove units and clean units and joints of mortar and re-lay with fresh mortar.
- C. Structural Bonding:
1. Use masonry bond method for corners and intersections of loadbearing brick walls wherever possible.
  2. Anchoring Intersecting Bearing or Shear Walls Required to be Erected Separately:
    - a. Regularly block vertical joint with 8 inch maximum offsets.
    - b. Place tiebars in horizontal joints at not more than 3 foot centers vertically.
  3. Bond multi-wythe brick walls with continuous masonry wall reinforcement, spaced not more than 16 inches vertically. Lap individual lengths of reinforcement 6 inches.

- D. Anchoring Brick to Concrete Unit Masonry:
  - 1. Tie adjacent wythes of masonry walls together with continuous masonry wall reinforcement spaced vertically not more than 16 inches oc. Lap individual lengths of reinforcement 6 inches.
    - a. Where horizontal mortar joints of back-up wythe and face wythe do not align or where one wythe is required to be constructed before the other, tie adjacent wythes of masonry walls together with adjustable wall ties spaced 16 inches vertically and 24 inches horizontally, in conjunction with continuous masonry wall reinforcement.
- E. Anchoring Non-Bearing Partitions:
  - 1. Anchor partitions abutting or intersecting other walls or partitions with adjustable wall ties, placed at vertical intervals of not more than 24 inches.
- F. Anchoring Partitions and Infill Abutting Existing Construction: Install buck anchors in bed joints 16 inches oc vertically. Build one bent end into the masonry. Expansion bolt other bent end to existing construction.

### **3.03 TOLERANCES**

- A. Maximum Allowable Variation From Plumb:
  - 1. In lines and surfaces of columns, walls and arises:
    - a. 1/4 inch in 10 ft.
    - b. 3/8 inch in any story or 20 ft maximum.
    - c. 1/2 inch in 40 ft.
  - 2. For external corners, expansion joints and other conspicuous lines.
    - a. 1/4 inch in any story or 20 ft maximum.
    - b. 1/2 inch in 40 ft.
- B. Maximum allowable variation from level or grades for exposed lintels, sills, parapets, horizontal grooves, and other conspicuous lines:
  - 1. 1/4 inch in any bay or 20 ft.
  - 2. 1/2 inch in 40 ft.
- C. Maximum allowable variation of linear building line from an established position in plan and related portions of columns, walls and partitions:
  - 1. 1/2 inch in any bay or 20 ft maximum.
  - 2. 3/4 inch in 40 ft.
- D. Maximum allowable variation in cross-sectional dimensions of columns and thickness of walls: Not less than 1/4 inch smaller nor more than 1/2 inch larger than walls.

### **3.04 CLEANING**

- A. Dry brush brickwork after mortar has set, at end of each day's Work.

- B. Clean brickwork, using the following steps:
1. Clean initially with stiff brushes and water.
  2. If staining or soiling persists, reclean with stiff brushes and a solution of trisodium phosphate, detergent, and water (1/2 cup of each in one gallon of water). Rinse with clean water.
  3. If the above methods are unsuccessful, use specified liquid cleaning agent in conformance with the manufacturer's instructions. Test the cleaning agent on a sample area, selected by the Director's Representative. Proceed with the cleaning of the Work after the sample has been approved by the Director's Representative. Protect adjacent non-masonry Work from contact with the cleaning solution.

**END OF SECTION**

**SECTION 042200**  
**CONCRETE UNIT MASONRY**

**PART 1 GENERAL**

**1.01 RELATED WORK SPECIFIED ELSEWHERE**

- A. Mortar and Grout: Section 040513.
- B. Brick Masonry: Section 042113.
- C. Masonry Restoration: Section 040121.
- D. Built-In Flashings: Section 076000.

**1.02 SUBMITTALS**

- A. Shop Drawings:
  - 1. Submit placing drawings for bar reinforcement.
- B. Product Data: Catalog sheets, specifications, and installation instructions for the following:
  - 1. Masonry wall reinforcement.
  - 2. Bar reinforcement.
  - 3. Adjustable wall ties.
  - 4. Flexible anchors.
  - 5. Dovetail anchor slot concrete inserts.
  - 6. Tiebars.
  - 7. Buck anchors.
  - 8. Thru-wall masonry flashing.
  - 9. Cap flashing with thru-wall cap flashing receiver.
  - 10. Control joint filler.
  - 11. Asphalt felt.
- C. Samples:
  - 1. Hollow Load-bearing Units (Normal Weight): 6 of each size.
  - 2. Concrete Building Brick: 2 of each size.
  - 3. Accessories: Each item specified, full size or 24 inch long sections as applicable, except bar reinforcement (if any).
- D. Quality Control Submittals:
  - 1. Test Reports: Certified test reports for concrete masonry units showing that materials for delivery to the Project meet the requirements of these Specifications.
  - 2. Certificates: Affidavit required under Quality Assurance Article.



### **1.03 QUALITY ASSURANCE**

- A. Certifications: Affidavit by the bar reinforcement manufacturer certifying that bar material meets the contract requirements.
  - 1. Submit evidence of steel material compliance with this Specification. Evidence shall consist of certification of source of material, copies of purchase orders and manufacturer's certifications. For stock material, submit copies of latest mill or purchase orders for material replacement.
    - a. Documentation to confirm compliance with General Conditions Article 25.4 Domestic Steel.
  - 2. Certificates: Bar reinforcement manufacturer's certification that bar material conforms with ASTM A 615 and specified grade.
- B. The Contractor agrees, that if the value of this contract exceeds \$100,000 all structural steel, reinforcing steel and other major steel items to be incorporated in the Work of this Contract shall be produced and made in whole or substantial part in the United States, its territories or possessions.

### **1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Store masonry units off the ground on platforms that allow air circulation under stacked units.
- B. Cover and protect masonry units against wetting prior to use.
- C. Handle masonry units on pallets or flat bed barrows.

### **1.05 PROJECT CONDITIONS**

- A. Environmental Requirements; Cold Weather Conditions:
  - 1. At temperatures below 40 degrees F, maintain mortar temperature between 40 degrees F and 120 degrees F. If necessary, heat mixing water and sand to produce the required results.
  - 2. At temperatures between 40 degrees F and 32 degrees F, protect masonry from rain and snow for 24 hours after laying.
  - 3. At temperatures between 32 degrees F and 20 degrees F, provide wind breaks and cover the masonry to prevent wetting and freezing. Maintain masonry above freezing for not less than 24 hours using auxiliary heat or insulating blankets.
  - 4. At temperatures below 20 degrees F, provide heated enclosures for laying the masonry. At the end of the workday, maintain the enclosures and keep the Work from freezing for not less than 24 hours.
  - 5. Do not lower freezing point of mortar by use of antifreeze, calcium chloride or other additives.
  - 6. Do not use frozen materials or materials coated with ice or frost.

## **PART 2 PRODUCTS**

### **2.01 CONCRETE MASONRY UNITS**

- A. Hollow Load-Bearing Units: ASTM C 90, Type I.
- B. Concrete Building Brick: ASTM C 55, Type I, Grade N.
- C. Aggregate:
  - 1. Lightweight Units: ASTM C 331; dry net weight not more than 105 lb per cu ft.
  - 2. Normal Weight Units: ASTM C 33; dry net weight not less than 125 lb per cu ft.
- D. Special Shapes: Units of shape and size required for lintels, corners, jambs, sash, control joints, headers, bonding, and other special conditions indicated.
  - 1. Outside Corners: Square edge units, unless otherwise shown.
  - 3. Units for Walls and Partitions to be Vertically Reinforced, Grouted, or Filled with Loose Insulation: Two cell (core) units.
- E. Manufacturer: Obtain masonry units from one manufacturer, of uniform texture and color for each kind required. All concrete masonry units must be certified to contain a minimum of 30 percent pre-consumer (post-industrial) recycled content.

### **2.02 ACCESSORIES**

- A. Masonry Wall Reinforcement: Joint reinforcement factory fabricated from cold-drawn steel wire, ASTM A 82, truss or ladder design, with 9 gage deformed steel wire longitudinal rods welded to 9 gage steel wire cross ties spaced 16 inches oc; width 1-1/2 to 2 inches less than total wall thickness. Furnish factory-fabricated corner and tee sections for corners and wall intersections.
  - 1. Finish for Exterior Walls: 1.5 oz per sq ft hot dipped galvanized after fabrication, ASTM A 153, Class B-2.
  - 2. Finish for Interior Walls: 0.8 oz per sq ft mill galvanized, ASTM A 641, Class 3, except interior walls exposed to moist environment shall have finish specified for exterior walls.
  - 3. Cavity Wall Construction: Ladder design fabricated with drip notch in cross ties centered over the cavity.
  - 4. For walls with concrete masonry unit back-up wythe, reinforcement shall have a third longitudinal rod located for proper embedment at internal face shell of concrete masonry units.
  - 5. Provide units with adjustable 2 piece rectangular ties where horizontal joints of facing wythe do not align with those of back-up.
- B. Bar Reinforcement: ASTM A 615, Grade 60, deformed steel bars.
  - 1. Rebar Positioner: Fabricate from galvanized steel wire, 9 gage or 6.5 gage as required. Design to fit concrete masonry units, and number, size and location of rebars indicated. Products; Steel-Wich Telescoping Rebar Positioner or No. 376 Rebar Positioner or No. 377 Rebar

Positioner by Heckmann Building Products, Inc., 1501 N. 31st Ave.,  
Melrose Park, IL 60160, (800) 621-4140,  
www.heckmannbuildingprods.com.

- C. Adjustable Wall Ties: 3/16 inch dia cold-drawn steel wire, ASTM A 82; 2 piece construction consisting of pintle section with 2 legs and corresponding eye section. Maximum clearance between connecting parts shall be 1/16 inch. Wall tie shall be of size for at least 1-1/2 inch embedment into the mortar bed of solid masonry units.
1. Finish for Exterior Walls: 1.5 oz per sq ft hot dipped galvanized after fabrication, ASTM A 153, Class B-2.
  2. Finish for Interior Walls: 0.8 oz per sq ft mill galvanized, ASTM A 641, Class 3, except interior walls exposed to moist environment shall have finish specified for exterior walls.
  3. For solid masonry wythes, provide z-shaped ties.
  4. For composite wythes (face brick with concrete unit masonry backing), provide rectangular shaped ties.
- D. Flexible Anchors: 1.5 oz per sq ft hot dipped galvanized steel anchors which will permit horizontal and vertical movement of masonry but will maintain lateral restraint, and as follows:
1. For Anchorage To Concrete Framework: 2 piece anchors with 12 gage sheet steel dovetail section and rectangular or vee-shaped 3/16 inch dia wire tie section sized to extend to within one inch of face of masonry.
  2. For Anchorage To Steel Framework: 2 piece anchors with crimped 1/4 inch dia bar for welding to steel and rectangular or vee-shaped 3/16 inch dia wire tie section sized to extend to within one inch of face of masonry.
- E. Dovetail Anchor Slot Concrete Inserts: 24 gage galvanized steel, with filler strip; slot sized to fit dovetail anchor.
- F. Tiebars: 1-1/4 x 1/4 x 28 inch long steel bars with 3-inch long right angle bent ends, 1.5 oz per sq ft hot dipped galvanized after fabrication. Adjust length of bars as required when obstructions are encountered.
- G. Buck Anchors (For Anchoring New Masonry To Existing Construction): 1-1/4 x 1/8 x 8 inch long Z type steel buck anchor with 2 inch long right angle bent ends, bolt hole in one bent end, 1.5 oz per sq ft hot dipped galvanized after fabrication. Furnish 3/8-inch diameter galvanized machine bolt and non-ferrous metal expansion shield.
- H. Thru-Wall Masonry Flashing: Copper fabric consisting of a single sheet of 7 oz. copper sheet with asphalt impregnated glass fabric bonded to both sides of copper.
1. Joint Sealant: Trowel grade asphalt roofing cement.
- I. Cap flashing With Thru-Wall Cap Flashing Receiver: Three-way mortar bond type receiver with snap fit cap flashing. Acceptable product; “Two-Piece Cap Flashing” by Keystone Flashing Co., 5119 N. Second St., Philadelphia, PA 19120, (800) 526-8348, www.keystoneflashing.com.
1. Lead Coated Copper: 16 oz.

2. Fabricate as indicated on Drawings.
- J. Control Joint Filler: For vertical control joints, close cell neoprene, 1/2 inch thick by 3 inch wide, conforming to ASTM D 1056, RE41 or ASTM D 2056, RE41; NS - Closed Cell Neoprene Sponge by Hohman & Barnard Inc., 30 Rasons Ct., Hauppauge, NY 11788, (800) 645-0616, [www.h-b.com](http://www.h-b.com); or DA2015 closed cell neoprene by Dur-O-Wal Inc., 7777 Washington Village Dr., Ste. 130, Dayton, OH 45459, (888) 977.9600, [www.dur-o-wal.com](http://www.dur-o-wal.com).

## **2.03 SOURCE QUALITY CONTROL**

- A. Tests: Sample and test concrete masonry units in accordance with ASTM C 140 and ASTM C 426. Have tests performed by a qualified independent testing laboratory.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Allow other trades sufficient opportunity to install built-in Work before proceeding with the walls and partitions. Do not cover pipes, conduit, or ductwork in masonry until directed by the Director's Representative.
- B. Clean off supporting surface under first course of masonry just prior to laying the masonry units.
- C. Protection:
  1. Protect face materials against staining.
  2. Remove misplaced mortar immediately.
  3. Protect sills, ledges, off-sets, and similar items from mortar drippings and other damage during construction.
  4. Protect newly laid masonry from exposure to precipitation, excessive drying, freezing, soiling, backfill, and other harmful elements.
  5. Cover top of walls with non-staining waterproof covering when Work is not in progress. Place with minimum 2-foot overhang of protective covering on each side of wall and securely anchor.

### **3.02 INSTALLATION**

- A. Install concrete masonry units plumb and true to line in level courses accurately spaced.
- B. Lay masonry units in running bond, with vertical joints located at center of units in course below, unless otherwise indicated on the Drawings.
- C. Lay masonry units in existing concrete unit masonry bond pattern, and match existing coursing and joints.
- D. Lay only dry masonry units.

- E. Adjust units to final position while mortar is soft and plastic. Remove units disturbed after mortar has stiffened; clean joints and units of mortar and re-lay in fresh mortar.
- F. Lay out Work to avoid use of less than half-size units. Where cutting of masonry units is necessary, cut with a power saw.
- G. Where fresh masonry joins partially or totally set masonry, clean bond surfaces of set masonry, removing loose mortar and foreign material prior to laying fresh masonry.
- H. If it is necessary to stop off a horizontal run of masonry, rack back one-half unit length in each course. Toothing will not be permitted unless approved in writing by the Director's Representative.
- I. Cavity Wall Construction: Keep cavities clean of mortar droppings.

### **3.03 INSTALLATION TOLERANCES**

- A. Variation from the Plumb:
  - 1. In the lines and surfaces of columns, walls, and arises:
    - a. In 10 feet: 1/4 inch.
    - b. In any story or 20 feet maximum: 3/8 inch.
    - c. In 40 feet or more: 1/2 inch.
  - 2. For external corners, control joints, and other conspicuous lines:
    - a. In any story or 20 feet maximum: 1/4 inch.
    - b. In 40 feet or more: 1/2 inch.
- B. Variation from the Level or Grades indicated on the Drawings:
  - 1. For exposed lintels, sills, parapets, horizontal grooves, and other conspicuous lines:
    - a. In any bay or 20 feet maximum: 1/4 inch.
    - b. In 40 feet or more: 1/2 inch.
- C. Variation of the Linear Building Lines from Established Position in Plan and Related Portion of Columns, Walls, and Partitions:
  - 1. In any bay or 20 feet maximum: 1/2 inch.
  - 2. In 40 feet or more: 3/4 inch.
- D. Variation in Cross-sectional Dimensions of Columns and in the Thickness of Walls: Minus 1/4 inch; plus 1/2 inch.
- E. Surface Plane Tolerance for Concrete Unit Masonry to Receive High-build Glazed Coating or Thin-set Tile: 1/8 inch in 10 feet in all directions.

### **3.04 MORTAR BEDS**

- A. Hollow Units:
  - 1. Lay with full mortar coverage on horizontal and vertical face shells.
  - 2. Bed webs in mortar also at the following locations:
    - a. All courses of piers, columns and pilasters.

- b. Starting course on footings and solid foundation walls.
  - c. Adjacent to cells or cavities to be reinforced or filled.
  - d. Within 1'-6" of each side of openings.
- B. Solid Units: Lay with full mortar coverage on horizontal and vertical joint surfaces.

### **3.05 JOINTS**

- A. Horizontal and Vertical Face Joints:
  - 1. Nominal Thickness: 3/8 inch, unless otherwise indicated.
  - 2. Construct uniform joints.
  - 3. Strike joints flush in surfaces to be plastered, stuccoed, or covered with other masonry or other surface applied finish other than paint and high-build glazed coating.
  - 4. Cut joints flush and tool slightly concave on both sides of other walls and partitions, including inner wythe of exterior cavity walls.
  - 5. Point joints tight in unparged masonry below ground.
- B. Fill horizontal joint between top of masonry partitions and underside of concrete slabs and beams with mortar, unless otherwise shown on the Drawings.
- C. Collar Joints: Except in cavity walls, fill vertical-longitudinal joint between wythes by slushing and rodding the joint full of mortar.
- D. Remove mortar protruding into cells or cavities to be reinforced or filled.

### **3.06 HORIZONTAL JOINT REINFORCEMENT**

- A. Reinforce horizontal joints of concrete unit masonry with continuous masonry wall reinforcement at the following locations:
  - 1. Exterior walls.
  - 2. Interior load-bearing walls.
  - 3. Straight runs of interior non-load-bearing partitions and walls that exceed 20 feet in length or exceed 12 feet in height, including partitions and walls having door and window openings.
  - 4. Joint immediately above and below openings in walls and partitions for a length 4 feet longer than opening.
- B. Install masonry wall reinforcement in horizontal joints as follows:
  - 1. Space reinforcement every 16 inches vertically, except space 8 inches in parapet walls.
  - 2. Straighten kinks or bends in the wires caused by handling, without injury to the material, before placing in masonry.
  - 3. Place longitudinal wires over face shell mortar beds.
  - 4. Embed entire length of longitudinal wires fully in mortar.
  - 5. Provide minimum mortar cover of 5/8 inch on exterior side of exterior walls and 1/2 inch at other locations.
  - 6. Lap ends of adjoining strips of reinforcement 6 inches or more.
  - 7. Install factory fabricated corner and tee sections at corners and wall intersections respectively.

8. Cut reinforcement one inch short of each side of control and expansion joints.
9. Install additional lengths of reinforcement in first unreinforced joint above and below openings, centered on opening.

### **3.07 TYING ADJACENT WYTHES**

- A. Tie adjacent wythes of masonry walls together with continuous masonry wall reinforcement spaced vertically not more than 16 inches oc. Install reinforcement as specified under HORIZONTAL JOINT REINFORCEMENT.
  1. Where horizontal mortar joints of back-up wythe and face wythe do not align or where one wythe is required to be constructed before the other, tie adjacent wythes of masonry walls together with adjustable wall ties spaced 16 inches vertically and 24 inches horizontally, in conjunction with continuous masonry wall reinforcement.

### **3.08 BONDING WITH MASONRY**

- A. Bonding of Abutting or Intersecting Walls and Partitions:
  1. External Corners: Where partitions and walls form external corners, bond together by alternate lapping of each course of corner unit.
  2. Door Openings Near Intersections: Where door openings in abutting partitions or walls are within one foot of the intersection, lay every second course at intersection in masonry bond. Reinforce every second course of intersection with masonry wall reinforcement. Fill all cells between the intersection and the door frame with mortar to the full height of the door.
- B. Bonding Pilasters, Piers, and Columns: Lay every second course in masonry bond. Reinforce every second course with masonry wall reinforcement.

### **3.09 TYING INTERSECTING WALLS AND PARTITIONS**

- A. Except where masonry bond is specified, terminate abutting walls and partitions flush against the face of the abutted walls. Tie intersections at every second course as follows:
  1. Load-Bearing Walls: Install tiebars. Embed bent ends in cells filled with mortar. Install pieces of metal lath under the cells to support the mortar fillings.
  2. Non-Load-Bearing Walls: Install ties of masonry wall reinforcement tee sections or strips of hardware cloth embedded in mortar.
    - a. Center standard length masonry wall reinforcement tee sections on the walls.
    - b. Width of hardware cloth strips shall be the width of the abutting wall less 1-1/2 inches; length shall be 24 inches or twice the width of the abutted wall, whichever is greater. Center the strips on the abutting wall and extend across intersection to 3/4 inch from the farthest face of the abutted wall.

- B. Fill vertical joint at abutted walls and partitions solid with mortar at intersection. If a control joint is located at the intersection, rake out both sides of joint to a depth of 3/8 inch.

### **3.10 ANCHORING**

- A. Anchor walls adjoining or intersecting structural framing and dependent upon structural framing for lateral support to structural members with flexible anchors. Build wire tie section into wall and secure other piece of anchor to structural member.
  - 1. Space anchors 16 inches oc, unless otherwise shown on the Drawings.
- B. Anchoring Partitions and Infill Abutting Existing Construction: Install buck anchors in bed joints 16 inches oc vertically. Embed one bent end in cell filled with mortar. Install piece of metal lath under the cell to support the mortar filling. Expansion bolt other bent end to existing construction.

### **3.11 BUILT-IN WORK**

- A. Avoid cutting and patching.
- B. Build-in bolts, anchors, nailing blocks, inserts, frames, vents, flashings, conduit and other items as masonry Work progresses.
- C. Fit masonry units closely around built-in Work. Fill voids around built-in items with mortar for anchorage. Solidly fill space between masonry and metal frames with mortar.
- D. Unless otherwise shown on the Drawings, construct 1/4 inch to 3/8 inch wide open joint around outside perimeter of exterior door and window frames and other framed exterior wall openings to receive sealant. Rake joints and tool smooth to a uniform depth of 1/4 inch.
- E. Installing In-Wall Flashings:
  - 1. Clean contact surfaces and remove projections that might puncture the flashing. Place flashing on bed of mortar and cover with mortar.
  - 2. Where bar reinforcement punctures the wall flashing, cut the flashing as close as possible to form a tight fit around the reinforcement.
  - 3. Apply trowel grade asphalt roof cement completely around the penetrations.
  - 4. Place flashings on bed of mortar and cover with mortar.
  - 5. At base of wall only, extend flashing 1/2 inch beyond the face of the wall and turn down at 45 degrees to form a drip at building foundation wall.
  - 6. At all other locations, after the Director's Representative has inspected and approved flashing, cut flashing 1/4 inch beyond the face of the wall and turn down at 45 degrees to form a drip. Retool joint as required.
  - 7. Extend thru wall flashing a minimum of 16 inches vertically up from relieving angle and concrete shelf.
  - 8. Installing Compression Bar: Install a continuous metal compression bar over the flashing where indicated on the Drawings and secure one foot



on center. Apply a bead of Type 1 Sealant along the top edge of the flange.

9. Form inside and outside corners using splice pieces. Splice pieces to be a minimum of 12 inches on each side of corner, install in accordance with the manufacturer's printed details, lap ends and edges a minimum of 6 inches, apply trowel grade asphalt roof cement between all flashing layers.

F. Installing Thru-Wall Cap Flashing Receivers:

1. Set the receiver so there is mortar above and below the built-in portion.
2. Do not mallet, bend or deform the exposed portion.
3. Lap all end joints so they interlock at the first raised rib. Apply Type 3 sealant between the mating surfaces of the built-in portion of the receiver before interlocking end joints.

G. Installing Cap Flashing in Receivers:

1. Insert the cap flashing into the receiver-locking slot. Apply upward pressure along the entire length of the cap flashing so that it is securely locked into position

### **3.12 CONTROL JOINTS**

- A. Install control joints at locations shown on the Drawings. If locations of control joints are not shown, provide vertical control joints spaced not to exceed 35 feet; locate joints at points of natural weakness in the masonry Work.
- B. Mortar Control Joints: Fill abutting cells of masonry units with mortar after installing asphalt felt at one side of joint to break the bond. Rake out joints to a depth of 3/8 inch.
- C. Premoulded Control Joint Strips: Install joint strip as the Work progresses. Compress strips as masonry units are laid.

### **3.13 EXPANSION JOINTS**

- A. Install expansion joints at locations shown on the Drawings. Keep joints free of mortar and debris.
- B. Build flanges of metal expansion strips into masonry. Lap joints between metal strips 4 inches in direction of flow. Solder joints between metal strips below grade and at junctures with horizontal expansion joints.

### **3.14 REINFORCING WALLS AND PARTITIONS WITH BAR REINFORCEMENT AND GROUT**

- A. Place bar reinforcement in cells and cavities in the masonry where shown on the Drawings. Secure bars in designed locations with rebar positioners.
- B. Grouting: Completely fill cells and cavities in the masonry with grout where shown on the Drawings. Puddle or slightly vibrate grout during placement.

### **3.15 POINTING AND CLEANING**

- A. Cut off mortar projections remaining from tooling joints.
- B. Dry brush masonry Work after mortar has set, at end of each day's Work and after final pointing.
- C. At completion of masonry Work, fill holes in joints (except weep holes) and tool.
- D. Remove and replace CMU that are loose, chipped, broken, stained, or otherwise damaged, or if units do not match adjacent units. Install new units to match adjoining units in fresh mortar, point joints to eliminate any evidence of block replacement.
- E. Cut out and repoint defective joints.
- F. Leave Work and surrounding surfaces clean and free of mortar spots and droppings.

### **3.16 CONCRETE MASONRY UNIT SCHEDULE**

- A. Unless shown otherwise on the Drawings, use the various kinds of concrete masonry units specified at the locations indicated below:
  - 1. Hollow Load-Bearing Units (Normal Weight):
    - a. Use for exposed exterior Work.
    - b. Use for Work in which the same masonry units are exposed on both the interior and exterior

**END OF SECTION**

## SECTION 053100

### FLUTED STEEL DECKS

#### PART 1 GENERAL

##### 1.01 REFERENCES

- A. Comply with the following reference standards unless otherwise shown or specified:
  - 1. Design: "Specification for the Design of Cold-Formed Steel Structural Members" by the American Iron and Steel Institute (AISI Specification).
  - 2. Welding: "Structural Welding Code - Sheet Steel, AWS D 1.3", by the American Welding Society (AWS Code).

##### 1.02 SUBMITTALS

- A. Product Data: Manufacturer's printed specifications and installation instructions.
- B. Submit an Environmental Product Declaration (EPD) from the manufacturer for steel within this specification section, if available. A statement of the contractor's good faith effort to obtain the EPD shall be provided if not available.
  - 1. Manufacturer-provided EPDs must be Product Specific Type III (Third-Party Reviewed), in adherence with ISO 14025 *Environmental labels and declarations*, ISO 14044 *Environmental management – Life cycle assessment*, and ISO 21930 *Core rules for environmental product declarations of construction products and services*.
- C. Quality Control Submittals:
  - 1. Certificates: Copy of certificates required under Quality Assurance Article.

##### 1.03 QUALITY ASSURANCE

- A. Certificates: Affidavit by the structural steel manufacturer certifying that structural steel items meet the contract requirements.
  - 1. Submit evidence of steel material compliance with this Specification. Evidence shall consist of certification of source of material, copies of purchase orders and manufacturer's certifications. For stock material, submit copies of latest mill or purchase orders for material replacement.
    - a. Documentation to confirm compliance with General Conditions Article 25.4 Domestic Steel.
  - 2. The Contractor agrees, that if the value of this contract exceeds \$100,000 all structural steel, reinforcing steel and other major steel items to be incorporated in the Work of this Contract shall be produced and made in whole or substantial part in the United States, its territories or possessions.

#### **1.04 HANDLING AND STORAGE**

- A. Handle and stack materials carefully in order to prevent deformation or damage. During unloading and hoisting, take extra care to prevent damage to ends and sides of individual metal deck panels. Do not place panels in direct contact with the ground. Protect panels from the elements and keep panels dry.
  - 1. If mud, dirt, or other foreign matter is accumulated on panels, remove such accumulation completely prior to installation.

### **PART 2 PRODUCTS**

#### **2.01 MATERIALS**

- A. Fluted Deck and Metal Accessories: Sheet steel conforming to ASTM A 611 Grade C or ASTM A 653 SQ Grade 33. Before fabrication, sheet steel shall receive ASTM A653, Class G 90, hot dip zinc coating; or, except where specified or shown to be galvanized, shall receive chemical cleaning, phosphate treatment, and baked on primer. Finish shall be evenly coated with no cracking after fabrication. Accessories shall be fabricated of not lighter than 18 US Standard Gage sheet steel.
- B. Self-Drilling Fasteners: No. 12-14 x 3/4 inch, hex washer head, self-drilling fastener with pilot point.
- C. Flexible Closure Strips: Manufacturer's standard vulcanized, closed-cell, synthetic rubber closure strips.

#### **2.02 FABRICATION**

- A. Steel deck shall be formed with maximum distance of 2-5/8 inches between flutes at upper faces and a minimum distance of 2 inches at lower flute faces. Furnish units in lengths to be continuous over 3 spans wherever possible.
- B. Steel deck shall conform to the following properties:
  - 1. Unit depth:
  - 2. Minimum section modulus at supports for negative bending in continuous spans:
  - 3. Minimum section modulus for positive bending:
  - 4. Minimum moment of inertia:
  - 5. Minimum US Standard Gage:
  - 6. Flute spacing:
- C. Unless otherwise indicated or approved, fabricate deck for predetermined openings, and reinforce where required to maintain deck strength, alignment, and profile.
  - 1. Small openings, as recommended by the deck manufacturer, may be field cut.

- D. Accessories: Shop fabricated accessories, compatible with steel deck, as required to complete the Work, including, but not limited to, the following:
  - 1. Sheet metal cants beneath flashings when required for roofing over steel deck.
  - 2. Closures to close deck at ridges, valleys, and hips on roof deck slopes exceeding 1/2 inch per foot.
  - 3. Pour stops and girder fillers for concrete fill.
  - 4. Column closures, end closures, Z closures, and cover plates.
- E. Progress shop fabrication from “APPROVED” or “APPROVED AS NOTED” detail drawings only.
  - 1. When detail drawings are “APPROVED AS NOTED”, progress fabrication in strict accordance with notes thereon.
  - 2. Fabrication progressed from “DISAPPROVED” or “RETURNED FOR CORRECTION” detail drawings will be rejected. The contractor shall have no claim against the State for any costs or delays due to rejection of items fabricated from “DISAPPROVED” or “RETURNED FOR CORRECTION” detail drawings.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Examine supporting framing and field conditions for compliance with requirements for installation tolerances and other conditions affecting performance of steel deck.
- B. Do not start installation of metal deck until corresponding steel framework has been plumbed, aligned and completed and until temporary shoring, where required, has been installed. Coordinate installation sequence of metal deck with concrete encasement of steel beams.
- C. Steel surfaces to which materials, provided under this Section, are to be welded, shall be free of paint, ice, water, oil, dirt, rust and other materials detrimental to welding.
- D. Locate decking bundles to prevent overloading of supporting members

### **3.02 INSTALLATION**

- A. Install the Work of this Section in accordance with the manufacturer’s printed instructions except where shown or specified otherwise.
  - 1. Welding shall comply with the AWS Code.
  - 2. Perform welding free of sharp points.
- B. Place deck units on supporting steel framework and adjust to final position with ends bearing on supporting members and flutes in straight and true alignment through entire length of run before being permanently fastened. Do not stretch or contract side lap interlocks. Install temporary shoring before placing single span deck panels when required to meet manufacturer’s recommendations.

- C. End Bearing: Install deck units over supporting framing with a minimum end bearing of 1-1/2 inches, with end joints as follows:
  - 1. Non-Composite Deck End Joints: Lapped 2 inches minimum.
  - 2. Composite Deck End Joints: Butted.
- D. Deck Fastening: Fasten deck units at ends and intermediate supports with arc spot welds (puddle welds) not less than 3/4 inch diameter, at 12 inches on centers, along the supporting members, unless more stringent requirements are indicated on the drawings or required by the fire resistance ratings indicated on the drawings. Weld the first and last deck flutes. Use welding washers for all deck lighter than 20 gage. Deck units may be fastened to steel supports 0.18 inches or less in thickness (cold-formed metal framing) with No.12-14 x 3/4 inch self-drilling fasteners at 12 inches on center at ends and intermediate supports.
- E. Side lap fastening: Fasten side laps at intervals not exceeding 36 inches, using one of the following methods, unless more stringent requirements are indicated on the drawings or required by the fire resistance ratings indicated on the drawings:
  - 1. Mechanically fasten with self-drilling No.12 diameter or larger carbon steel screws.
  - 2. Mechanically button punch.
- F. Perimeter Edge Fastening: Weld starting and finishing side edges in bearing to supporting members at 36 inches on centers maximum, unless more stringent requirements are indicated on the drawings or required by the fire resistance ratings indicated on the drawings.
- G. Neatly field cut required openings, other than shop fabricated openings, after installation in accordance with the manufacturer's recommendations.

#### **END OF SECTION**

## SECTION 055000

### METAL FABRICATIONS

#### PART 1 GENERAL

##### 1.01 REFERENCES

- A. Except as shown or specified otherwise, the Work of this Section shall meet the requirements of the following:
  - 1. Design, Fabrication, and Erection: “Specification for Structural Steel Buildings, Allowable Stress Design and Plastic Design” adopted by the American Institute of Steel Construction, June 1, 1989 (AISC Specification).
    - a. Design and Fabrication of Cold-Formed Shapes: “Specification for the Design of Cold-Formed Steel Structural Members”, by the American Iron and Steel Institute (AISI Specification).
  - 2. Welding: “Structural Welding Code - Steel, AWS D1.1”, or “Structural Welding Code - Sheet Steel, AWS D1.3”, by the American Welding Society (AWS Codes).
- B. Organizations:
  - 1. AISC: American Institute of Steel Construction, One East Wacker Dr., Suite 700, Chicago, IL 60601-1802, 866-275-2472, [www.aisc.org](http://www.aisc.org).
  - 2. AISI: American Iron and Steel Institute, 1140 Connecticut Ave., NW, Suite 705, Washington, D.C. 20036, (202) 452-7100, [www.steel.org](http://www.steel.org).
  - 3. AWS: American Welding Society, 550 N.W. LeJeune Rd., Miami, FL 33126, (800) 443-9353, [www.aws.org](http://www.aws.org).
  - 4. ANSI: American National Standards Institute, 1819 L Street, NW, 6th Floor, Washington, DC 20036, (202) 293-8020, [www.ansi.org](http://www.ansi.org).
  - 5. ASME: ASME International, 3 Park Ave., New York, NY 10016-5990, (800) 843-2763, [www.asme.org](http://www.asme.org).
  - 6. ASTM: ASTM International, 100 Barr Harbor Dr., PO Box C700, West Conshohocken, PA, 19428-2959, (610) 832-9500, [www.astm.org](http://www.astm.org).
  - 7. MPI: The Master Painters Institute Inc., 2808 Ingleton Ave., Burnaby, BC, V5C 6G7, (888) 674-8937, [www.specifypaint.com](http://www.specifypaint.com).
  - 8. SSPC: The Society for Protective Coatings, 40 24th Street, 6th Floor, Pittsburgh PA 15222-4656, (877) 281-7772, [www.sspc.org](http://www.sspc.org).

##### 1.02 SUBMITTALS

- A. Shop Drawings: Show application to project. Furnish setting drawings and templates for installation of bolts and anchors in other Work. Indicate shop and field welds by standard AWS welding symbols in accordance with AWS A2.4.
- B. Submit an Environmental Product Declaration (EPD) from the manufacturer for steel within this specification section, if available. A statement of the contractor’s good faith effort to obtain the EPD shall be provided if not available.
  - 1. Manufacturer-provided EPDs must be Product Specific Type III (Third-Party Reviewed), in adherence with ISO 14025 *Environmental labels*

*and declarations, ISO 14044 Environmental management – Life cycle assessment, and ISO 21930 Core rules for environmental product declarations of construction products and services.*

- C. Product Data: Catalog sheets, specifications, and installation instructions for each fabricated item specified, except submit data for fasteners only when directed.
- D. Quality Control Submittals:
  - 1. Certificates: Copy of certificates required under Quality Assurance Article.

### **1.03 QUALITY ASSURANCE**

- A. Certificates:
  - 1. Affidavit by the structural steel manufacturer certifying that structural steel items meet the contract requirements.
    - a. Submit evidence of steel material compliance with this Specification. Evidence shall consist of certification of source of material, copies of purchase orders and manufacturer's certifications. For stock material, submit copies of latest mill or purchase orders for material replacement.
      - 1) Documentation to confirm compliance with General Conditions Article 25.4 Domestic Steel.
  - 2. The Contractor agrees, that if the value of this contract exceeds \$100,000 all structural steel, reinforcing steel and other major steel items to be incorporated in the Work of this Contract shall be produced and made in whole or substantial part in the United States, its territories or possessions.
- B. Galvanizing: Stamp galvanized items with galvanizer's name, weight of coating, and applicable ASTM number.

### **1.05 DELIVERY AND STORAGE**

- A. Coordinate delivery of items to be built into other construction to avoid delay.
- B. Promptly cover and protect steel items delivered to the Site.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS**

- A. Wide Flange Structural Steel: ASTM A-36992, except as specified or shown otherwise.
- B. M and S-Shapes, Channels and Angles: ASTM A 36 or ASTM A 572, Grade 50.
- C. Steel Plates to be Bent or Cold-Formed: ASTM A 283, Grade C.



- D. Steel Bars and Bar-Size Shapes: ASTM A 675, Grade 70; or ASTM A 36.
- E. Merchant Quality Steel Bars: ASTM A 575, grade as selected by fabricator.
- F. Cold-Finished Steel Bars: ASTM A 108, grade as selected by fabricator.
- G. Hot-Rolled Carbon Steel Sheet and Strip: ASTM A 569, pickled and oiled.
- H. Cold-Rolled Carbon Steel Sheet: ASTM A 366, oiled.
- I. Galvanized Steel Sheet: ASTM A 526, with G90 hot-dip process zinc coating complying with ASTM A653.
- J. Cold-Drawn Steel Tubing: ASTM A 512, butt welded, cold-finished carbon steel tubing, sink drawn and stress relieved.
- K. Cast Iron Castings: ASTM A 48, gray iron castings, Class 30.
- L. Malleable Iron Castings: ASTM A 47, grade as selected by fabricator.
- M. Steel Castings: ASTM A 27, grade and class as required by use of item.
- N. Steel Pipe: ASTM A 53, type as selected, Grade A; black finish unless galvanizing is required; standard weight (Schedule 40), unless otherwise shown or specified.
- O. Stainless Steel: Type 302/304; ASTM A 666 for plate, sheet and strip; ASTM A 276 for bars and shapes; ASTM A 269 for tubing.
- P. Anchors: Except where shown or specified, select anchors of type, size, style, grade, and class required for secure installation of metal fabrications. For exterior use and where built into exterior walls, anchors shall be galvanized or of corrosive-resistant materials.
  - 1. Threaded-Type Concrete Inserts: Galvanized ferrous casting, internally threaded to receive 3/4 inch diameter machine bolt; either malleable iron or cast steel.
  - 2. Wedge-Type Concrete Inserts: Galvanized box-type ferrous casting, designed to accept 3/4 inch diameter bolt having special wedge-shaped head; either malleable iron or cast steel.
    - a. Bolts: Carbon steel bolts having special wedge-shaped heads, nuts, washers and shims.
  - 3. Slotted-Type Concrete Inserts: Galvanized 1/8 inch thick pressed steel plate complying with ASTM A 283; box-type welded construction with slot designed to receive 3/4 inch diameter square head bolt and with knockout cover.
  - 4. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry and equal to four times the load imposed when installed in concrete, as determined by testing per ASTM E 488, conducted by a qualified independent test agency.
    - a. Carbon Steel: Zinc-Plated; ASTM B 633, Class Fe/Zn 5.

- b. Stainless Steel: Bolts, Alloy Group 1 or 2; ASTM F593, Nuts; ASTM F 594.
- Q. Fasteners: Except where shown or specified, select fasteners of type, size, style, grade, and class required for secure installation of metal fabrications. For exterior use and where built into exterior walls, fasteners shall be galvanized.
  - 1. Standard Bolts and Nuts: ASTM A 307, Grade A, regular hexagon head.
  - 2. Stainless Steel Fasteners: ASTM A 666; Type 302/304 for interior Work; Type 316 for exterior Work; Phillips flathead (countersunk) screws and bolts for exposed Work unless otherwise specified.
  - 3. Eyebolts: ASTM A 489.
  - 4. Machine Bolts: ASME B18.5 or ASME B18.9, Type, Class, and Form as required.
  - 5. Machine Screws: ASME B18.6.3.
  - 6. Lag Screws: ASME B18.2.1.
  - 7. Wood Screws: Flat head, ASME B18.6.1
  - 8. Plain Washers: Round, ASME B18.22.1.
  - 9. Lock Washers: Helical, spring type, ASME B18.21.1.
  - 10. Toggle Bolts: Spring Wing Type; Wing AISI 1010, Trunion Nut AISI1010 or Zamac Alloy, Bolt Carbon Steel ANSI B18.6.3.
- R. Shop Paint (General): Universal shop primer; fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.
  - 1. Use primer containing pigments that make it easily distinguishable from zinc-rich primer.
- S. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.
- T. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.
- U. Bedding Mortar:
  - 1. Cement Grout: Portland cement complying with ASTM C 150, Type I or III, and clean uniformly graded natural sand complying with ASTM C 404, size No. 2; mixed at a ratio (by volume) of 1.0 part cement to 3.0 parts sand, with only the minimum amount of water required for placement and hydration.
  - 2. Shrink-Resistant Grout (Ferrous): Factory-packaged, non-catalyzed, ferrous aggregate mortar grouting compound selected from the following:
    - a. Embeco 636 by Master Builders, 23700 Chagrin Blvd., Cleveland, OH 44122 (800) 227-3350.
    - b. Ferrolith G-NC by Sonneborn, Chemrex, Inc., 57-46 Flushing Ave., Maspeth, NY 11378, (800) 433-9517.
    - c. Ferro-Grout by L&M Construction Chemicals, 14851 Calhoun Rd., Omaha, NB 68152, (800) 362-3331.
    - d. Vibra-Foil by A.C. Horn, Inc., Tamm Industries, 7405 Production Dr., Mentor, OH 44060, (800) 862-2667.

3. Shrink-Resistant Grout (Non-Staining): Factory-packaged, non-ferrous mortar grouting compound selected from the following:
  - a. Masterflow 713 by Master Builders, 23700 Chagrin Blvd., Cleveland, OH 44122 (800) 227-3350.
  - b. SonogROUT by Sonneborn, Chemrex, Inc., 57-46 Flushing Ave., Maspeth, NY 11378, (800) 433-9517.
  - c. Five Star Grout by Five Star Products, Inc., 425 Stillson Rd., Fairfield, CT 06430, (800) 243-2206.
  - d. Crystex by L&M Construction Chemicals, 14851 Calhoun Rd., Omaha, NE 68152, (800) 362-3331.
  - e. Non-Corrosive, Non-Shrink Grout by A.C. Horn, Inc., Tamm Industries, 7405 Production Dr., Mentor, OH 44060, (800) 862-2667.

## **2.02 MISCELLANEOUS FRAMING AND SUPPORTS**

- A. Fabricate metal framing and supports to support related items required by the Work. Fabricate of welded construction unless otherwise indicated. Preassemble to largest extent possible.
- B. When required to be built into other Work, equip units with integral anchors spaced not more than 24 inches on center.
- C. Galvanize exterior steel framing and supports.

## **2.03 MISCELLANEOUS STEEL TRIM**

- A. Fabricate trim of shapes, sizes, and profiles shown, with continuously welded joints and smooth exposed edges, unless otherwise indicated or approved. Use concealed field splices wherever possible. Furnish necessary cutouts, fittings, and anchorages.
- B. Galvanize exterior steel trim.

## **2.04 FABRICATION**

- A. Use materials of size and thickness indicated. If not indicated, use material of required size and thickness to produce adequate strength and durability for the intended use of the finished product. Furnish suitable, compatible anchors and fasteners to support assembly.
- B. Fabricate items to be exposed to view of material entirely free of surface blemish, including pitting, seam marks, roller marks, rolled trade names, and roughness. Remove surface blemishes by grinding or by welding and grinding prior to cleaning, treating, and finishing. Ease exposed edges to a radius of approximately 1/32 inch unless otherwise shown.
- C. Joints: Fabricate accurately for close fit. Weld exposed joints continuously unless otherwise indicated or approved. Dress exposed welds flush and smooth.

- D. Connections: Form exposed connections with flush, smooth, hairline joints. Use concealed fasteners wherever possible. Use Phillips flathead (countersunk) bolts or screws for exposed fasteners, unless otherwise shown or specified.
1. Furnish flat washer under connections requiring raised bolt heads.
  2. Furnish lock washer under nuts when through-bolting occurs.
- E. Punch, reinforce, drill, and tap metal Work as required to receive hardware and other appurtenant items.
- F. Galvanizing:
1. In addition to specific items specified or noted to be galvanized, galvanize items attached to, embedded in, or supporting exterior masonry (including interior wythe of exterior masonry walls) and concrete Work.
  2. Unless otherwise specified or noted, items indicated to be galvanized shall receive a zinc coating by the hot-dip process, after fabrication, complying with the following:
    - a. ASTM A 123 for plain and fabricated material, and assembled products.
    - b. ASTM A 153 for iron and steel hardware.
- G. Shop Painting:
1. Cleaning Steel: Thoroughly clean all steel surfaces. Remove oil, grease, and similar contaminants in accordance with SSPC SP-1 "Solvent Cleaning". Remove loose mill scale, loose rust, weld slag and spatter, and other detrimental material in accordance with SSPC SP-2 "Hand Tool Cleaning", SSPC SP-3 "Power Tool Cleaning", or SSPC SP-7 "Brush-Off Blast Cleaning".
  2. Galvanized Items:
    - a. Galvanized items which are to be finish painted under Section 099101 shall be rinsed in hot alkali or in an acid solution and then in clear water.
    - b. Welded and abraded areas of galvanized surfaces shall be wire brushed and repaired with a coating of cold galvanizing compound.
  3. Apply one coat of shop paint to all steel surfaces except as follows:
    - a. Do not shop paint steel surfaces to be field welded and steel to be encased in cast-in-place concrete.
    - b. Apply 2 coats of shop paint, before assembly, to steel surfaces inaccessible after assembly or erection, except surfaces in contact.
    - c. Do not paint galvanized items which are not to be finished painted under Section 099101.
  4. Apply paint and compound on dry surfaces in accordance with the manufacturer's printed instructions, and to the following minimum thickness per coat:
    - a. Shop Paint (General): 4.0 mils wet film.
    - b. Shop Paint for Galvanized Steel: 3.0 mils wet film.
    - c. Cold Galvanizing Compound: 2.0 mils dry film.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Temporarily brace and secure items which are to be built into concrete, masonry, or similar construction.
- B. Isolate non-ferrous metal surfaces to be permanently fastened in contact with ferrous metal surfaces, concrete, or masonry by coating non-ferrous metal surface with bituminous mastic, prior to installation.

### **3.02 INSTALLATION**

- A. Fit and set fabricated metal Work accurately in location, alignment, and elevation. Securely fasten in place. Cut off exposed threaded portion of bolts flush with nut.
- B. Set loose items on cleaned bearing surfaces, using wedges or other adjustments as required. Solidly pack open spaces with bedding mortar or grout.
- C. Attached Work: Fasten to concrete and solid masonry with expansion anchors and to hollow masonry with toggle bolts in cells, unless otherwise indicated. Drill holes for fasteners to exact required size using power tools.

**END OF SECTION**

## **SECTION 061000**

### **ROUGH CARPENTRY**

#### **PART 1 GENERAL**

##### **1.01 REFERENCES**

- A. Standards: Comply with the following unless otherwise specified or indicated on the Drawings:
1. Lumber: American Softwood Lumber Standard PS 20 by the U.S. Department of Commerce. Comply with applicable provisions for each indicated use.
  2. Plywood: Product Standard PS 1 for Softwood Plywood, Construction and Industrial by the U.S. Department of Commerce.
  3. Plywood Installation: APA Design/Construction Guide, Residential & Commercial by the American Plywood Association (APA).
  4. Grading Rules:
    - a. Douglas Fir, Hem-Fir, Idaho White Pine, and other Western Woods: Western Wood Products Association (WWPA) or West Coast Lumber Inspection Bureau (WCLIB).
    - b. Southern Pine: Southern Pine Inspection Bureau (SPIB).
    - c. Redwood: Redwood Inspection Service (RIS).
    - d. Spruce-Pine-Fir: National Lumber Grades Authority (NLGA).
  5. Preservative Treatment: American Wood Preservers' Association (AWPA) and American Wood Preservers Bureau (AWPB) Standards, quality control methods, and inspection requirements.
  6. Fire-Retardant Treatment: American Wood Preservers' Association (AWPA) Standards.
  7. Framing Installation: American Forest and Paper Association (AFPA).

##### **1.02 QUALITY ASSURANCE**

- A. Mill and Producers Mark: Each piece of lumber and plywood shall be gradestamped indicating type, grade, mill, and grading agency certified by the Board of Review of the American Lumber Standards Committee. Mark shall appear on unfinished surface, or ends of pieces with finished surfaces.
1. Pressure Preservative Treated Material: Accredited agency quality mark, on each piece of wood, indicating treatment.
  2. Fire-Retardant Treated Material: Accredited testing agency mark, on each piece of wood, indicating compliance with the fire hazard classification.

##### **1.03 DELIVERY, STORAGE, AND HANDLING**

- A. Keep materials dry. Make provision for air circulation around and between stacks of wood products.

## **PART 2 PRODUCTS**

### **2.01 LUMBER**

- A. General: Furnish seasoned dimension lumber dressed to nominal sizes indicated with 19 percent maximum moisture content at time of dressing, marked "S-DRY". Comply with dry size requirements of PS 20.
- B. Board Lumber; less than 2 inches thick:
  - 1. Exposed Board Lumber, for Paint Finish: Southern Pine No. 1 (SPIB), Douglas Fir 2 Common (WWPA), Select Merchantable (WCLIB), or Spruce-Pine-Fir Appearance (NGLA).
  - 2. Concealed Board Lumber: Southern Pine No. 3 (SPIB), any species No. 4 (WWPA), any species Standard (WCLIB), or Spruce-Pine-Fir No. 1 / No. 2 (NGLA).
- C. Miscellaneous Lumber: Standard grade, No. 3 grade, or better grade of the following species unless otherwise indicated:
  - 1. Nailers and Blocking: Douglas Fir, Hem-Fir, Idaho White Pine, Southern Pine, or Spruce-Pine-Fir.
  - 2. Furring: Spruce, Hem-Fir, or Spruce-Pine-Fir except Douglas Fir or Southern Pine for furring required to receive preservative treatment.

### **2.02 MISCELLANEOUS MATERIALS**

- A. Underlayment Patching Compound: Hardsetting, quicksetting type with latex or polyvinyl acetate binder.
- B. Asphalt Felt: Asphalt-saturated felt, No. 15, without perforations, complying with ASTM D 226.
- C. Rosin Paper: Commercial, rosin-sized building paper, 0.010 inch thick.

### **2.03 PRESERVATIVE TREATMENT**

- A. Treat lumber and plywood where indicated and as specified. Comply with applicable AWPB Standards and quality control and inspection requirements.
- B. Complete fabrication of items to be treated to the greatest extent possible prior to treatment. Where items must be cut after treatment, coat cut surfaces with heavy brush coat of the same chemical used for treatment or other solution recommended by AWPB Standards for the treatment.
- C. Pressure Treatment (Above Ground Use): Treat the following wood items with waterborne preservatives for above ground use, complying with AWPB LP-2. Redry wood to a maximum moisture content of 19 percent after treatment.
  - 1. Nailers, blocking, cants, shim stock, and similar members used in conjunction with roofing (including related flashings, trim and vapor barrier) and coping.

2. Nailers, blocking, furring, stripping, and similar concealed members in contact with exterior masonry and concrete (including interior wythe of exterior walls).
3. Wood items indicated or scheduled on the Drawings to be preservative treated.

## **2.04 FIRE-RETARDANT TREATMENT**

- A. Furnish "FR-S" lumber, complying with AWWPA Standards for pressure impregnation with fire-retardant chemicals to achieve a flamespread rating of 25 or less, when tested in accordance with UL Test 723, ASTM E 84 or NFPA Test 255.
  1. Where treated items are indicated to receive a transparent or paint finish, use a fire-retardant treatment which will not bleed through or adversely affect bond of finish.
  2. Provide UL label or identifying mark on each piece of fire-retardant lumber.
  3. Redry treated items to a maximum moisture content of 19 percent after treatment.

## **2.05 FASTENERS AND ANCHORING DEVICES**

- A. Select and furnish items of type, size, style, grade, and class as required for secure installation of the Work. Items shall be galvanized for exterior locations, high humidity locations, and for use with treated wood. Unless shown or specified otherwise, comply with the following:
  1. Nails and Staples: FS FF-N-105.
  2. Wood Screws: FS FF-S-111.
  3. Bolts and Studs: FS FF-B-575.
  4. Nuts: FS FF-N-836.
  5. Washers: FS FF-W-92.
  6. Lag Bolts or Lag Screws: FS FF-B-561.
  7. Masonry Anchoring Devices: Expansion shields, masonry nails and drive screws: FS FF-S-325.
  8. Toggle Bolts: FS FF-B-588.
  9. Bar or Strap Anchors: ASTM A575 carbon steel bars.
  10. Wall Plugs: Corrugated type, galvanized steel, 24 USS gage min, not less than 2 inches wide x 2-1/2 inches deep.
  11. Metal Hangers and Framing Anchors: Size and type for intended use, galvanized finish, manufacturer's recommended fasteners.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Nailers and Blocking: Attach to substrate as required to support applied loading.
- B. Treated Wood: Brush-coat field cut surfaces with same treatment material.

**END OF SECTION**



## **SECTION 061053**

### **WOOD NAILERS AND BLOCKING**

#### **PART 1 GENERAL**

##### **1.01 RELATED WORK SPECIFIED ELSEWHERE**

- A. EPDM Sheet Roofing System: Section 075323.

##### **1.02 QUALITY ASSURANCE**

- A. Mill and Producer's Stamp: Each piece of lumber shall bear a stamp indicating type, grade, mill, and grading agency.
  - 1. Pressure treated wood shall bear a stamp or tag indicating the name of the treating company, year treated, preservative used, the level of treatment, intended use (appropriate AWP Standard), and logo of inspecting company.

##### **1.03 STORAGE**

- A. Store lumber a minimum of 6 inches off the ground, in a dry, well-ventilated place, protected from the weather.

#### **PART 2 PRODUCTS**

##### **2.01 MATERIALS**

- A. Lumber: "Standard" Grade Douglas Fir, Hem-Fir, White Pine, Southern Pine, or Spruce-Pine-Fir pressure preservative treated in accordance with the American Wood Preservers Association (AWPA) Standard U1, Commodity Specification A for the requirements listed under Use Category UC2 and kiln dried to 19 percent moisture content after treatment.
  - 1. Use Category UCFA and UCFB: Wood nailers and blocking intended for fire protection and is used in either interior weather protected (UCFA) or exterior construction, exposed to weather (UCFB).
- B. Nails, Screws, and Bolts: ASTM A653 Class G185 hot dipped galvanized, zinc or cadmium plated, or silicon bronze.
  - 1. Screws and Bolts for fastening to Aluminum: Stainless steel, Type 304 or 316.
- C. Expansion Anchors: G185 Hot dipped galvanized steel wedge anchors, FS FF-S-325, Group II, Type 4, Class 1.
- D. Toggle Bolts: Cadmium or zinc plated tumble - wing type; FS FF-B-588.

- E. Self Threading Masonry Screws: Zinc Plated; “Tapcon” by Elco Industries, Inc., 1111 Samuelson Rd., PO Box 7009, Rockford, IL 61125-7009, (815) 397-5151.
- F. Separation Membrane For Aluminum Metals: Self adhering, self sealing, rubberized asphalt sheet membrane.
  - 1. Physical Properties:
    - a. Thickness: 40 mils minimum ASTM D 3767 Method A.
    - b. Tensile strength: 250 psi ASTM D 412.
    - c. Elongation (ultimate failure of the rubberized asphalt) 250% ASTM D 412 Die C Modified).
    - d. Permeance: 0.05 perms max.) ASTM E 96.
  - 2. “Ice And Water Shield” by W.R. Grace Co., 62 Whittemore Ave., Cambridge, MA 02140, (800) 354-5414; “Deck Guard” by Polyguard Products Inc., P.O. Box 755, Ennis, TX 75120, (800) 541-4994; “MetalSeal” by NEI Advanced Composite Technology, 50 Pine Road, Brentwood, NH, (800) 998-4634.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install nailers and blocking true to line and plane within a tolerance of 1/8 inch in 10 feet.
- B. Fit joints neatly with no more than 1/16 inch space between abutting members.
- C. Do not install nailers or blocking across bonding expansion joints.
- D. Attach nailers and blocking securely as required to properly support the items that will be attached to them.
- E. Space fasteners equally at not more than 16 inches on center and 4 inches from each end of each member, unless noted otherwise. Secure the nailers and blocking with the following types of fasteners:
  - 1. To Cast-In-Place Concrete, Solid Concrete Masonry Units, and Brick: Use expansion anchors or self-threading masonry screws.
  - 2. To Faces of Hollow Concrete Masonry Units: Use toggle bolts.
  - 3. To Tops of Hollow Concrete Masonry Units: Use anchor bolts extending to course below, embedded in 3000 psi concrete filled cores.
  - 4. To Wood: Use nails or screws.
  - 5. To Metal: Use bolts or self-tapping screws.
- F. Countersink fasteners if they interfere with the proper installation of items to be attached to the nailers and blocking.

### **3.02 APPLICATION OF SEPARATION MEMBRANE**

- A. Installing Separation Membrane:
  - 1. Install 1 ply of underlayment over the entire horizontal and vertical surface of pressure treated wood nailers and blocking lapping each ply 2

inches over the preceding ply so that no aluminum material comes in contact with pressure treated wood.

**END OF SECTION**

## **SECTION 075323**

### **ADHERED EPDM ROOFING SYSTEM**

#### **PART 1 GENERAL**

##### **1.01 RELATED WORK SPECIFIED ELSEWHERE**

- A. Restricted Work Period: Section 011000.
- B. Wood Nailers and Blocking: Section 061053.
- C. Flashing and Trim: Section 076000.

##### **1.02 DEFINITIONS**

- A. Company Field Advisor; An individual meeting the requirements of either subparagraph below:
  - 1. An employee of the company producing or manufacturing the system (or the company which lists and markets the primary components of the system under their name) who is certified in writing by the company to be technically qualified in design, installation, and servicing of the required products, and has experience in the installation of the required products. Personnel involved solely in sales do not qualify. Employees of the Contractor or the Subcontractor do not qualify.
  - 2. An individual employed by an organization (other than the company producing or manufacturing the system), certified in writing by the company producing or manufacturing the system, that the individual is technically qualified in design, installation and servicing of the required products and is capable to act as company field advisor in their behalf, and has experience in the installation of the required products. Personnel involved solely in sales do not qualify. Employees of the Contractor or the Subcontractor do not qualify.

##### **1.03 SYSTEM DESCRIPTION**

- A. Type B Adhered EPDM System: EPDM fully adhered to bonding adhesive, and the insulation and/or underlayment board bonded together and to the substrate with adhesive.

##### **1.04 SUBMITTALS**

- A. Waiver Of Submittals:
  - 1. "Named Brand" Roofing Systems: The "Waiver Of Certain Submittal Requirements" in Section 013300 applies to this Section only if a "Named Brand" roofing system is furnished.
  - 2. "Or Equal" Roofing Systems: The "Waiver Of Certain Submittal Requirements" in Section 013300 does not apply to this Section if an "or equal" is submitted.

- B. “Named Brand” Submittals: Submit for approval, one of the “named brand” roofing systems and any proposed deviations from the Contract Documents. Submit Product Data, Samples, Applicator’s Certification, and Material’s Certification, to the Director’s Representative at the site for information purposes only.
- C. “Or Equal” Submittals: Submit for approval, product data, samples, quality control submittals, and any proposed deviations from the Contract Documents.
- D. Approvals: Approval of a “named brand” or “or equal” roofing system is with the understanding that the requirements of the Contract Documents will be met. Approval of a roofing system does not constitute blanket approval of the manufacturer’s installation specifications or details.
  - 1. If the requirements of the Contract Documents differ from or are more stringent than the requirements of the approved roof system manufacturer, the Contract Documents have precedence over the requirements of the approved manufacturer.
- E. Proposed Deviations from the Contract Documents: Submit for approval proposed deviations when the roofing system is submitted. Proposed deviations submitted after the roofing system has been approved will not be considered for approval and may be cause for rejection of the previously approved roofing system.
  - 1. Manufacturer’s Details: Do not use or submit manufacturer’s standard details unless there is an omission or a proposed deviation from the Contract Documents. In such instances, submit the revised detail for approval. Label each revised detail with the words “PROPOSED DEVIATION”.
  - 2. Manufacturer’s Specifications and Installation Instructions: When there is a proposed deviation from the Contract Documents, submit the proposed deviation for approval. Label each specification and instruction revision with the words “PROPOSED DEVIATION”.
- F. Product Data: Catalog sheets, specifications, installation instructions for each material specified.
- G. Samples:
  - 1. Sheet Membrane: One 6 inch square piece.
  - 2. Sheet Flashing: One 6 inch square piece.
  - 3. EPDM Cover Tape: One 12 inch square piece.
  - 4. Inseam Tape: One piece 3 inches wide by 12 inches long.
  - 5. Fasteners: Two each type.
  - 6. Insulation: One 3 inch square piece.
  - 7. Coverboard: One 3 inch square piece.
  - 8. Self-Adhesive Vapor Retarder: One 6 inch square piece.
- H. Quality Control Submittals:
  - 1. Fire Hazard Certification: Written certification that the roof system, including the specific insulation, has been tested in conjunction with the type of structural roof deck and roof slope applicable to the project and

has achieved an Underwriters Laboratories Class A external fire resistance rating.

- a. Acceptable Certification: Letter from Underwriters Laboratories, or a copy of the Underwriters Laboratories classification listing for the roofing system.
  2. Wind Uplift Certification: Submit written certification that the roof system, including the specific insulation and fasteners, has been tested in conjunction with the type of structural roof deck applicable to this project, and has achieved a Factory Mutual Class 1-120 Wind Uplift rating.
    - a. Acceptable Certification: Letter from Factory Mutual, or a copy of the Factory Mutual Approval Report for the roofing system.
  3. Material Certification: Written certification from the roofing membrane manufacturer certifying that the insulation, insulation fasteners (if any), flashings and accessory products provided by the membrane manufacturer are approved for use with the roofing system and is included in the full system warranty.
  4. Membrane Manufacturer's Certification:
    - a. Written certification that the manufacturer has been actively marketing the submitted system for the past 5 years.
    - b. Names and addresses of 5 previous EPDM roofing projects installed within the past 5 years. Include the type and size of each project, and name and telephone number of a contact person at the project locations.
  5. Installer's Certification:
    - a. Written certification from the membrane manufacturer certifying that the installer is licensed or approved to install the roof system.
    - b. Names, addresses, and telephone numbers of 3 buildings where the installer has installed EPDM sheet membrane roof systems that have had the manufacturer's warranty issued. Include the types of EPDM systems installed, the manufacturer's names, and the warranty numbers.
    - c. Written certification that the job supervisor or crew chief and at least one other member of the roofing crew have installed at least 3 EPDM sheet membrane roof systems and are thoroughly familiar with all aspects of the installation.
  6. Warranty: Sample copy of the full system warranty specified.
- I. Contract Closeout Submittals:
1. Warranty: Warranties as specified.
- J. Material Safety Data Sheets (MSDS): Do not include the MSDS in the Submittals Package. Submit the MSDS to the Director's Representative at the Pre-Installation Conference.
- K. Submit all items, except contract closeout submittals and MSDS, at one time as a complete package. Partial submittals will not be considered.

## **1.05 QUALITY ASSURANCE**

- A. Fire Hazard Classification: The sheet membrane roof system shall have an Underwriters Laboratories Class A External Fire Resistance rating, as determined by tests conducted in conformity with UL-790 “Tests for Fire Resistance of Roof Covering Materials”.
  - 1. The roof system, which includes a specific generic type of insulation, and in some instances a specific name brand insulation, shall have been tested in conjunction with the type of structural roof deck and roof slope applicable to the project.
- B. Material Classification Identification: Materials delivered to the site that are a component of the roofing system shall bear the UL Classification mark.
- C. Membrane Manufacturer’s Qualifications:
  - 1. The manufacturer shall have been actively marketing an EPDM roof system in the United States for a minimum of 5 years.
  - 2. The manufacturer shall have the technical expertise and qualified technical representatives to resolve questions or problems that may arise both during and after the Work is completed.
  - 3. The manufacturer shall furnish the names, addresses, and telephone numbers of at least 5 previous projects of comparable size, scope, and complexity as the Work of this Section.
  - 4. The manufacturer shall require that the roof system be installed by a licensed or approved applicator.
- D. Installer’s Qualifications: The installation of the roofing system shall be performed by an installer licensed or approved by the membrane manufacturer. The installer shall have previously installed at least 5 EPDM sheet membrane systems for which the manufacturer’s warranty was issued. The roofing company shall, upon request, provide evidence of having a minimum of ten years of successful experience installing single-ply roofing systems and having installed at least ten roofing applications of equal size and scope.
  - 1. Workers: The supervisor or crew chief and at least one other member of the roofing crew shall have installed at least 5 EPDM sheet membrane roof systems and shall be thoroughly familiar with all aspects of the installation.
- E. Pre-Installation Conference: Before the roofing work is scheduled to commence, a conference will be called by the Director’s Representative at the site for the purpose of reviewing the Drawings and the Specifications and discussing requirements for the Work. The conference shall be attended by the Contractor, the authorized roofing applicator, and the Company Field Advisor.

## **1.06 ROOFING MANUFACTURER’S COMPANY FIELD ADVISOR**

- A. The manufacturer of the roofing system, issuing the final system guarantee on this roofing project, must supply a Company Field Advisor, as a technical representative, with the following minimum qualifications:
  - 1. Documentation of 5 years of field experience on the same type of roofing system.

2. Documentation of 5 projects where role was a Company Field Advisor; include contact names and phone numbers for each project.
  3. Documentation of attendance at a roof specific instructional seminar within the last two years.
- B. Company Field Advisor Duties and Responsibilities:
1. Become familiar with the Contract Documents and approved submittals prior to the pre-roofing conference.
  2. Attend the pre-roofing conference and the beginning of the actual membrane installation for the purpose of:
    - a. Rendering technical assistance to the Contractor regarding installation procedures of the system.
    - b. Familiarizing the Director's Representative with all aspects of the system including inspection techniques.
    - c. Answering questions that might arise.
  3. Attend each bi-weekly meeting.
  4. Be objective, unbiased and impartial in each inspection, recommendation, conversation, action and written report.
    - a. Inspect the existing substrate, flashing, blocking, and related materials as being acceptable for the installation of the roofing system.
    - b. Ensure proper fastening patterns and fastener sizes of wood blocking, insulation, edge flashing, and related components.
  5. Immediately report non-compliant conditions, if any, to the Director's Representative.
  6. Provide to the Director's Representative a written report, submitted prior to leaving the Project Site each day the Company Field Advisor is present. Each daily written report shall contain at a minimum:
    - a. Date of report and inspection.
    - b. Weather conditions at the start, middle, and end of the work day.
    - c. Work performed including Contractor activity, contractor crew size, supervisor's name, area of activity, and progress and quality of the work as observed.
    - d. Discussions with Contractor regarding work anomalies and resolution.
    - e. Conditions that are not in compliance with the Contract documents.
      - 1) Continue documenting non-compliance issues in subsequent reports until the issue has been resolved.
      - Document resolution of non-compliance issues when resolved.
  7. Report to the Director's Representative in writing failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.
  8. Confirm, after completion of the roofing work and based on the Company Field Advisor's inspections and tests, that the Company Field Advisor has observed no applications procedures in conflict with the specifications other than those that may have been previously reported and corrected.



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

- A. Delivery: Deliver materials to the site in the manufacturer's labeled, unbroken containers.
- B. Storage and Handling: Store materials in a dry, well-ventilated place protected from the weather.
  - 1. Do not store materials so as to overload the deck or structural assembly.
  - 2. Store all materials on raised platforms covered with properly secured breathable water resistant covers. Slit shrink wrapping to not permit condensation and cover with breathable tarp.
  - 3. Remove all materials that become wet from the site.
  - 4. Store volatile liquids in a separate storage building or trailer, or removed from the site at the end of each workday.
    - a. Store volatile liquids at temperatures recommended by the manufacturer.
  - 5. Do not remove materials from factory packaging until ready for use.
  - 6. Store adhesives, and sealants at temperatures between 60 degrees F and 80 degrees F.

## **1.08 PROJECT CONDITIONS**

- A. Unless otherwise directed, do not execute the work of this Section if the Director's Representative is not present.
- B. Do not execute the work of this Section unless the substrate is dry and free of dirt and debris.
- C. Moisture Protection:
  - 1. Cover, seal or otherwise protect the roof and flashings so that water cannot accumulate or flow under completed portions. When and where necessary to accomplish this, provide temporary water cut-offs in accordance with the membrane manufacturer's written specifications.
  - 2. Limit the removal of existing materials to areas that can be completely re-roofed or temporarily protected within the same day. At the discretion of the Director's Representative, a watertight built-up vapor retarder may be acceptable temporary protection for a maximum of 48 hours.
- D. Do not smoke or use open flames near volatile materials.

## **1.09 WARRANTY**

- A. Warranty Extension: The one year period required by Paragraph 9.8 of the General Conditions is extended to 2 years for the Work of this Section. Refer to Supplementary Conditions.
- B. Manufacturer's Warranty: In addition to the 2 year period specified above, furnish the membrane manufacturer's printed 30 Year Full System Warranty, covering workmanship, materials, and wind related damage, for the Work of this Section.

1. The warranty shall include, but not be limited to, repair of leakage and the repair and/or replacement of the roofing system as necessary to correct defects or damage caused by; materials, workmanship, or wind speeds less than 90 MPH.
  - a. Materials shall include the membrane, insulation, fasteners, adhesives and tapes, flashing originally provided by the manufacturer, and all accessory products.
  - b. Repair and/or replacement of the roofing system shall include the replacement of wet insulation. For the purpose of this specification, insulation will be considered wet if either of the following exists:
    - 1) Free water is visible when the insulation is compressed.
    - 2) No free water is visible when the insulation is compressed, but the insulation is damp to the touch over a large enough area, as determined by the Director's Representative, to jeopardize the integrity of the roof system and any of its components, or to significantly lower the specified R value of the insulation.

## **PART 2 PRODUCTS**

### **2.01 EPDM SHEET MEMBRANE, SHEET FLASHING, AND RELATED PRODUCTS**

- A. The EPDM sheet membrane shall be visually free of streaks, particles of foreign matter, undispersed raw material, pinholes, cracks, tears, and shall be uniform in thickness. When unrolled in a relaxed position, the membrane shall be free of wrinkles, distortions, and blisters.
- B. EPDM (Ethylene, Propylene, Diene, Monomer) Sheet Membrane:
  1. One of the following types as required to achieve a UL Class A external fire rating for the slope of the roof system:
    - a. 90 mil, unreinforced, EPDM membrane.
  2. The following systems are listed in the UL Materials Directory as having a UL Class A Exterior Fire Rating when installed with the type of deck, insulation, and roof slope applicable to this Project.
    - a. "Sure Seal Adhered Roofing System" by Carlisle Syntec Systems, P.O. Box 7000, Carlisle, PA 17013, (800) 479-6832, [www.carlisle-syntec.com](http://www.carlisle-syntec.com)
    - b. "Adhered Rubbergard Platinum" by Firestone Building Products Company, 525 Congressional Blvd., Carmel, IN 46032, (800) 428-4442, [www.firestonebpco.com](http://www.firestonebpco.com)
    - c. "UltraGuard Adhered Roofing System" by Manville Roofing Systems, P.O. Box 5108, Denver, CO 80217-5108, (800) 654-3103, [www.jm.com](http://www.jm.com)
    - d. "VersiGard Fully Adhered Roofing System" by Versico Incorporated, P.O. Box 6424, Akron, OH 44312, (800) 992-7663, [www.versico.com](http://www.versico.com)

- C. Sheet Flashing: Membrane manufacturer's cured and uncured EPDM as specified.
- D. Inseam Tape: Membrane manufacturer's minimum 6 inch wide self adhering tape consisting of cured butyl double sided adhesive tape, for inseam splicing of rubber to rubber.
- E. Cured EPDM Cover Tape: Membrane manufacturer's minimum 6 inch wide self adhering tape consisting of cured butyl adhesive laminated to cured EPDM, for installation over EPDM seams, cuts in field membrane, and for stripping in metal work.
- F. Uncured EPDM Cover Tape: Membrane manufacturer's minimum 6 inch wide self adhesive tape, consisting of, cured butyl adhesive laminated to uncured EPDM, for installation over base flashing corners, inside and outside corners, pipe flashings and other detail work.
- G. Related Products: Membrane manufacturer's bonding adhesive, splicing cement, lap sealant, water cut-off mastic, nite seal, pourable sealer, splice joint cleaning agent and primer, insulation adhesive, and all other products related to the sheet membrane system. All adhesives, primers, and cleaners must comply with the current New York State VOC OTC regulations.

## 2.02 INSULATION

- A. The total insulation thermal resistance averaged over the entire roof area shall produce an R-30.
- B. The indicated insulation thickness is nominal, allowing for differences in insulating properties of various name brands. Minor variation in thickness is acceptable, provided the specified thermal value and other requirements of this Contract are met.
- C. Approval of the insulation is contingent upon certification by the membrane manufacturer that the insulation is approved for use with the specified roof system and that the insulation is included in the full system warranty specified.
- D. Uniform Thickness isocyanurate insulation and Tapered isocyanurate insulation: Membrane manufacturers approved closed cell isocyanurate foam core insulation skinned on both sides with factory applied fiberglass facers suitable for installation with hot asphalt and cold adhesive. ASTM C1289-02, Type II, Class 1, Grade 2. UL Classified and Factory Mutual Approved for direct application over steel deck. Minimum LTTR : 5.7 per inch thickness.
  - 1. Board Size:
    - a. Adhesively Secured Insulation: Maximum board size 4 feet x 4 feet.
- E. Tapered Insulation System: Membrane manufacturer's approved 1/4 inch per foot factory tapered polyisocyanurate insulation.

- F. Tapered Cricket System: Membrane manufacturer's approved 1/2 inch per foot factory tapered isocyanurate insulation conforming to ASTM C 1289.
- G. Tapered Edge Strips: Membrane manufacturer's approved 1/2 inch per foot factory tapered isocyanurate insulation conforming to ASTM C 1289.

## **2.03 COVERBOARD**

- A. Coverboard: 1/2 inch thick gypsum roof board composed of a silicone treated gypsum core with fiberglass facers.
  - 1. Acceptable Product: "Dens-Deck" by Georgia-Pacific Corporation, Gypsum Division, 133 Peachtree Street, N.E., Atlanta, GA 30303, (800) 225-6119, [www.gp.com](http://www.gp.com)
  - 2. Securock Roof Board, 3/8 inch thick by USG, 550 West Adams Street, Chicago, IL 60661-3676, (312)-0436-4000, [www.usg.com](http://www.usg.com).
  - 3. Adhesively Attached Coverboard: Maximum board size 4 feet x 4 feet.

## **2.04 FASTENERS**

- A. Membrane Fasteners: Approval of fasteners is contingent upon certification by the membrane manufacturer that the fasteners are approved for use with the specified roof system and that the fasteners are included in the full system warranty specified.
- B. Base Flashing Fasteners (use along top edge of base, beneath in-wall cap flashings):
  - 1. Concrete and/or Masonry Surfaces: Hardened masonry nails or zinc alloy hammer driven expansion anchors with stainless steel drive pins through 1 inch minimum sheet metal discs.
  - 2. Sheet Metal Surfaces: Hardened, self tapping, #10 sheet metal screws through 1 inch minimum sheet metal discs.
  - 3. Wood Surfaces: Hot dipped galvanized roofing nails with minimum 3/8 inch diameter head.
- C. Termination Bar and Fasteners:
  - 1. Termination Bar: Factory fabricated one inch wide x .098 inches thick mill finish extruded aluminum pre-punched 6" on center with a caulking and stiffening flange, as provided by the membrane manufacturer.
  - 2. Fasteners:
    - a. Concrete Or Masonry Surfaces: Slotted hex washer head masonry screws or zinc alloy hammer driven expansion anchors. Length as required to securely hold the compression bar tight against the wall surface.
    - b. Wood and Sheet Metal Surfaces: Hardened, self-tapping, slotted hex washer head screws.
- D. EPDM Anchor Strips: 6 inch wide reinforced EPDM.

## **2.05 INSULATION ADHESIVE**

- A. Coverboard, Insulation And Underlayment Board Adhesive:
  - 1. Two-part, low rise polyurethane foam adhesive, supplied by the membrane manufacturer to satisfy warranty requirements.
  - 2. One-part, solvent-free, moisture curing, cold fluid-applied, bituminous-urethane adhesive, supplied by the membrane manufacturer to satisfy warranty requirements.

## **2.06 MISCELLANEOUS MATERIALS**

- A. Pipe Flashing: Membrane manufacturer's cured pre-molded EPDM pipe boot.
- B. Compression Clamp (for factory fabricated flashings only): Stainless steel or cadmium plated steel worm drive clamp.
- C. Expansion Joint Tube: Compressible neoprene or polyethylene tube, twice the diameter of the width of the expansion joint.
- D. Walkway, Protection Pads: Manufacturer's nonporous, pressure sensitive, solid molded rubber walkway pads, 30 inch by 30 inch with factory rounded corners.
- E. Retro-Fit Roof Drains: Metal roof drains designed specifically for installation into an existing roof drain and conductor pipe. The drain shall be formed with an expandable drop tube or with an expandable rubber boot to form a watertight seal between the drop tube and the existing conductor pipe. The drain shall also have a large flashing flange, clamping ring and an aluminum strainer.
  - 1. Acceptable Products:
    - a. "Coppertight Roof Drain" by Marathon Roofing Products Inc. 367 Nagel Drive, Buffalo, NY, 14225-4732, (800) 828-8424, [www.marathondrains.com](http://www.marathondrains.com)
    - b. "RAC Insert Drain System" by OMG Inc., 153 Bowles Road, Agawam, MA, 01001 (800) 633-3800, [www.olyfast.com](http://www.olyfast.com)
    - c. "Portals Plus Reroof Drain" by Portals Plus, Inc., 639 N. Thomas Drive, Bensenville, IL 60106 (800) PPI-5240, [www.portalsplus.com](http://www.portalsplus.com)
    - d. Membrane manufacturer's standard insert drain.
- F. Roof Drain Membrane Clamping Collar: Universal cast iron membrane clamping collar and mounting hardware.
  - 1. Acceptable Products:
    - a. Universal Membrane Clamping Collar Model No. 1002 by Jay R. Smith Mfg. Co., P.O. Box 3237, Montgomery, AL 36109, 334-277-8520, [www.jrsmith.com](http://www.jrsmith.com)
    - b. Universal clamping ring, By Marathon Roofing Products Inc. 367 Nagel Drive, Buffalo, NY, 14225-4732, (800) 828-8424, [www.marathondrains.com](http://www.marathondrains.com)
- G. Pitch Pocket Filler Material:
  - 1. Mortar: ASTM C 270, Type S.

2. Elastomeric Cement: Non-sag, cold applied, trowel grade, single component rubber elastomer with minimum elongation of 400 percent, supplied by the membrane manufacturer to satisfy warranty requirements.
- H. Sealant: One-part, low modulus, silicone sealant: Dow Corning's 790, General Electric's Silpruf, Pecora's 864, or Tremco's TremPro 646.

## **2.07 WHITE ACRYLIC ELASTOMERIC COATING**

- A. Field applied acrylic elastomeric coating as recommended and approved by the membrane manufacturer.
1. Color: White.

## **2.08 MATERIALS FOR VAPOR RETARDER**

- A. Vapor retarder to have a minimum perm rating of 0.05 as per ASTM E96. Vapor retarder must be acceptable as a temporary roof and have a minimum 90 day exposure rating.
- B. Materials For Repair Of Existing Vapor Retarder:
1. Primer: Quick drying asphalt primer; ASTM D 41.
  2. Asphalt Fiberglass Base Sheet: Non porous asphalt coated glass fiber base sheet: ASTM 4601-98, Type IV.
  3. Plastic Roof Cement: Non-asbestos bearing, fibrated, flashing grade; ASTM D 4586.
  4. Bitumen: Steep asphalt; ASTM D 312, Type III.
  5. Interply Adhesive: Membrane manufacturer's cold process solvent based modified adhesive.
    - a. Asphalt content: 42 percent ASTM D 4479-93
    - b. Density: 8 lbs/gal ASTM D 1475-90
    - c. Asbestos content: None.
- C. Materials For Vapor Retarder Over Concrete Decks:
1. Primer: Quick drying asphalt primer; ASTM D 41.
  2. Bitumen: Steep asphalt; ASTM D 312, Type III.
  3. Interply Adhesive: Membrane manufacturer's cold process modified adhesive. Asphalt content: 42 percent ASTM D 4479-93.
  4. Asphalt Fiberglass Base Sheet: Non porous asphalt coated glass fiber base sheet: ASTM 4601-98, Type IV.
- F. Self-Adhering Vapor Retarder:
1. Composite membrane 40-mil thick, consisting of a minimum 32-mils of self-adhering rubberized asphalt laminated to an 8-mil polyester fabric, or 5 mil skid resistant polyethylene film conforming to ASTM D 412, ASTM D 146 and ASTME-154.
    - a. Primer: Manufacturer's recommended primer.

## **PART 3 EXECUTION**

### **3.01 SURFACE PREPARATION**

- A. Ensure roof drain strainers are in place and secured during removal of insulation and other debris. Provide cast iron strainers where existing strainers are missing. Do not allow removal debris to enter drains.
- B. Cleaning: Before the roofing installation commences, sweep and/or vacuum all surfaces as required to remove all dirt, dust, loose aggregate, foreign matter, and debris left from removals of existing roofing.

### **3.02 PREPARATION**

- A. Testing Existing Roof Drains and Conductor Pipes: Before commencing with the Work of this Section, water test existing roof drains and conductor pipes and submit a written report to the Director's Representative indicating which drains or conductors, if any, are not functioning properly. Repair of existing drains and conductors is not included in the Work. Repair work (if any) may, at the Director's option, be accomplished by an Order on Contract.
- B. Patching Existing Vapor Retarder: Remove loose and/or deteriorated portions of the existing vapor retarder. Patch defective areas with fiberglass felt embedded in and coated with asphalt plastic roof cement. Extend the patch a minimum of 12 inches beyond the defect on all sides.

### **3.03 INSTALLING VAPOR RETARDER**

- A. Installing Self-Adhering Vapor Retarder on a Concrete or Gypsum Deck:
  - 1. Surfaces to receive the vapor retarder must be clean and dry. Broom clean and blow off the existing deck to remove debris and dust. Prime all surfaces to receive the vapor retarder with the membrane manufacturer's recommended primer. Apply primer with a long nap roller at the applicable coverage rate. At 75° F allow primer to dry 1 hour minimum. Primer has a satisfactory cure when it will not transfer when touched. Prime only the areas to be waterproofed the same day. Reprime if area becomes dirty. Apply the vapor retarder from low to high point, in a shingle fashion, so that laps will shed water. Overlap all edges at least 2-1/2 inches. End laps shall be staggered. Place membrane carefully so as to avoid wrinkles and fishmouths. Immediately after installation, roll with a 100-150 pound weighted steel roller. Lap seal all joints if used as a temporary roof.
- B. Extend the vapor retarder at curbs, walls, and wood blocking up to a height equal to the thickness of the insulation plus 4".
  - 1. Unless approved otherwise by the Director's Representative, follow immediately with the installation of the insulation and roofing membrane.

### **3.04 INSTALLING INSULATION**

- A. Keep insulation absolutely dry at all times. Discard insulation that contains moisture. Install the insulation in a minimum of two layers, top layer joints staggered and offset from the joints of the insulation below. Cut base layer of insulation to a 2 foot width as a starter. Butt edges and ends snugly so that there are no gaps between the insulation boards.
  - 1. Install only as much insulation as can be covered with roofing membrane the same day.
  - 2. Discard all units with broken corners or similar defects.
  - 3. At roof drains, terminate the insulation with tapered edge strips so that all flashing and coverstrip joint laps can be made within the tapered portion.
- B. Installing Insulation with Adhesive: Set each board in ribbons of insulation adhesive 6 inches on center and 4 inches on center at the perimeter and corners or as an alternative fully spray insulation adhesive over the entire roof area. Press insulation into the adhesive immediately and as necessary thereafter to assure proper bonding.
- C. Installing Tapered Insulation System: Set boards per manufacturer's layout in ribbons of insulation adhesive 6 inches on center and 4 inches on center at the perimeter and corners or as an alternative fully spray insulation adhesive over the entire roof area. Install each layer of insulation with joints staggered. Butt edges and ends snugly so that there are no gaps between the insulation boards. Press insulation into the adhesive immediately and as necessary thereafter to assure proper bonding.

### **3.05 INSTALLING COVERBOARD**

- A. Install coverboard over the insulation to provide protection from insulation facer delamination and to provide protection from foot traffic, etc. Stagger and offset joints of coverboard from the insulation below, staggering end joints. Butt edges and ends snugly.
- B. Installing Coverboard with Adhesive:
  - 1. Set each board in serpentine ribbons of adhesive applied at the rate of 6 inches on center. Press the board into the adhesive immediately and as necessary thereafter to assure proper bonding. Maintain pressure on the adhesive until the adhesive has completely set (20 to 45 minutes), or as per the Manufacturer's recommendations.

### **3.06 INSTALLING EPDM ROOF MEMBRANE**

- A. Install the membrane with the minimum number of field formed joints. Use the largest size factory formed sheets as is practicable.
  - 1. If possible start at high points of the roof and work towards the low points. Lap sheets so the flow of water is not against the edges of the sheet.
  - 2. Position the membrane so it is free of buckles or wrinkles. Do not stretch the membrane. Lay the sheets with a minimum 6-inch lap.



- a. When the edges of the EPDM sheet are not straight so that the inseam tape and cover tape can be applied without distortion, snap a chalk line on the edge of the top sheet and cut the sheet so that the edge is straight.
  3. Allow the membrane to relax for a minimum of 1/2 hour before securing or splicing. When installing membrane in cold weather, allow the membrane to relax for a longer period of time as recommended by the manufacturer.
- B. Adhering Roofing Membrane To The Substrate:
1. Adhere the roofing membrane to the substrate with the manufacturer's bonding adhesive. Mating surfaces must be clean and dry before adhering the membrane.
  2. Apply a uniform coating of bonding adhesive to both mating surfaces at the rate recommended by the manufacturer. Do not leave "skips" or "holidays". Do not allow the bonding adhesive to puddle.
  3. Do not allow bonding adhesive to come in contact with areas to be spliced.
  4. Allow the adhesive to dry until it does not stick to the dry finger touch. Do not attempt to adhere the membrane if the bonding adhesive is wet to the touch.
  5. Adhere the membrane to the substrate so it is free of wrinkles, fishmouths, or voids.
  6. Broom the membrane to achieve maximum adhesion. Do not try to reposition the sheet once it has been adhered to the substrate.
- C. Splicing EPDM Roof Membrane Lap Joints:
1. Splice side and end lap joints of the sheet membrane with the manufacturer's inseam splicing tape and seam cover tape. Do not use splicing cement.
  2. Mark the bottom sheet along the edge of the top sheet with a marking crayon.
  3. Cleaning and Preparing The Lap Joint:
    - a. Remove dirt and dust. Detergent-wash the splice area where dirt has adhered to the membrane. Rinse with clean water and allow to dry thoroughly.
    - b. Solvent wash surfaces that will be in contact with inseam tape and cover tape with natural fiber rags soaked in the manufacturer's recommended cleaning agent. Clean the splice area until the sheet is clean and black, with no streaks, and there is no trace of talc or foreign matter left in the splice area. Change rags frequently to avoid spreading the talc or dirt.
    - c. The solvent wash is mandatory and cannot be eliminated regardless of the manufacturer's requirements.
  4. Installing Inseam Splicing Tape:
    - a. Apply the manufacturer's primer to surfaces that will be in contact with the inseam tape. Allow the primer to dry completely before completing the splice.
    - b. Position the tape on the bottom sheet with the edge aligned with the previously made markings. Roll the surface of the tape to insure good adhesion.

- c. Fold the top sheet over the tape. Trim the sheet as necessary so that 1/4-inch of the tape is exposed.
  - d. Remove the release paper from the top surface of the tape and allow the membrane to come in contact with the tape as the paper is being removed.
  - e. Roll the surface of the splice to insure good adhesion.
- 5. Installing Cover Tape:
  - a. Apply the manufacturer's primer to surfaces that will be in contact with the cover tape. Allow the primer to dry completely before completing the splice.
  - b. Apply the cover tape centered over the seam. Roll the tape into position while the release paper is being removed.
  - c. Adhere the tape to the underlying sheet so it is free of wrinkles, fishmouths and voids.
  - d. Roll the surface of the splice to insure good adhesion.
- D. Securing EPDM Roof Membrane At Base Of Walls and Sloped Intersections:
  - 1. At base of walls, and at sloped intersections with inclines greater than 2 inches to the foot, turn the EPDM roofing membrane up onto the vertical surface so that it is self flashing.
  - 2. Before turning the membrane up onto the vertical or inclined surface, install a minimum 6 inch wide reinforced EPDM membrane strip over the roof insulation. Fully adhere the strip to the insulation with bonding adhesive. Mechanically fasten the strip thru the insulation to the structural deck or to the base of the wall as shown on the Contract Drawings with screws and stress plates one foot on center.
    - a. Adhere the roof membrane to the EPDM strip with splicing cement.
  - 3. Work the membrane into the intersection of the deck and the vertical or inclined surface so that there is no bridging. Adhere the membrane to the vertical or inclined surface with bonding adhesive.
  - 4. If wrinkles or loose membrane develop on the vertical surface, cut the membrane so that it will lay flat and tight to the surface. Adhere a one-foot wide patch of EPDM over the cut membrane.
    - a. Apply lap sealant around the perimeter of the patch.
- E. Sealing "T" Joints In The EPDM Roof Membrane:
  - 1. Where two spliced seams ("T" joints) running perpendicular or on a bias to each other intersect, apply lap sealant at the edges of the cover tape. Extend the lap sealant a minimum of 6 inches beyond each intersecting corner.

### **3.07 INSTALLING EPDM FLASHINGS**

- A. Splicing EPDM Flashing:
  - 1. Remove dirt and dust. Detergent wash mating surfaces where dirt has adhered to the membrane. Rinse with clean water and allow to dry thoroughly.
  - 2. Solvent wash mating surfaces with natural fiber rags soaked in the manufacturer's cleaning agent. Clean the splice area until the sheet is clean and black, with no streaks, and there is no trace of talc or foreign

matter left in the splice area. Change rags frequently to avoid spreading the talc or dirt.

- a. Brush-apply a uniform coating of splicing cement to both mating surfaces at the rate recommended by the manufacturer. Do not leave any “skips” or “holidays”. Do not allow the splicing cement to puddle.
- b. Allow the splicing cement to dry until it does not stick to the dry finger touch. Do not complete the splice if the splicing cement is wet.
- c. Adhere the top sheet to the underlying sheet so it is free of wrinkles, fishmouths, and voids.
- d. Roll the splice with a steel roller to insure good adhesion.
- e. Apply a bead of lap sealant along exposed edges and tool to a slightly convex surface. Lap sealant must be applied the same day the splice is completed.

B. Adhering EPDM Flashings To The Substrate:

1. Adhere the flashings to the substrate with the manufacturer’s bonding adhesive. Mating surfaces must be clean and dry and smooth before adhering the membrane. Do not adhere membrane directly to masonry surfaces.
2. Apply a uniform coating of bonding adhesive to both mating surfaces at the rate recommended by the manufacturer. Do not leave any “skips” or “holidays”. Do not allow the bonding adhesive to puddle.
3. Do not allow bonding adhesive to come in contact with areas to be spliced.
4. Allow the adhesive to dry until it does not stick to the dry finger touch. Do not attempt to adhere the flashing if the bonding adhesive is wet to the touch.
5. Adhere the flashing to the substrate so it is free of wrinkles, fishmouths, or voids.
6. Roll the surface of the flashings to achieve maximum adhesion. Do not try to reposition the flashing once it has been adhered to the substrate.

C. Installing EPDM Base Flashing At Equipment Curbs, Skylight Curbs, and At Walls Where The Roof Membrane Cannot Be Turned Up In One Piece:

1. Complete the splice between the sheet flashing and the roof membrane before bonding the flashing to vertical surfaces. Extend the splice a minimum of 3 inches beyond fastener plates that secure the membrane.
2. Apply bonding adhesive to the substrate. Roll the flashing into the bonding adhesive so there are no wrinkles and no bridging at the base of the flashing. Work the surface of the flashing to insure good adhesion.
3. At inside and outside corners cut and fold the membrane around the corner as recommended by the manufacturer. Apply uncured EPDM corner patches.
4. Apply lap sealant at edges and ends of the flashing.
5. If the base flashing terminates beneath a cap flashing, secure the top edge of the flashing with fasteners 12 inches on center.

- D. Installing EPDM Expansion Joint At Building Wall Base:
1. At the base of the wall, secure the roofing membrane to a reinforced EPDM membrane strip.
  2. Install a minimum 6 inch wide reinforced EPDM membrane strip over the insulation. Fully adhere the strip to the insulation with bonding adhesive. Mechanically fasten the strip to the structural deck with screws and stress plates one foot on center.
  3. Adhere the roof membrane to the EPDM strip with splicing cement.
  4. Install premolded joint filler or batt fiberglass insulation in the expansion joint. Install 2 inch round premolded expansion joint filler tube. Set the tube so that it extends above the roof surface at least 1-1/2 inches.
  5. Apply bonding adhesive to the wall surface. Extend the membrane over the tube and up the wall surface. Work the membrane into the bonding adhesive to insure good adhesion.
  6. If wrinkles or loose membrane develop on the vertical surface, cut the membrane so that it will lay flat and tight to the surface. Adhere a one-foot wide patch of EPDM over the cut membrane.
    - a. Apply lap sealant around the perimeter of the patch.
  7. Secure the top edge of the membrane with fasteners one foot on center.
- E. Installing EPDM Expansion Joint In Field Of Roof:
1. Install a minimum 6 inch wide reinforced EPDM membrane strip over the insulation on each side of the expansion joint. Fully adhere the strip to the insulation with bonding adhesive. Mechanically fasten the strip to the structural deck with screws and stress plates one foot on center.
  2. Install premolded joint filler or batt fiberglass insulation in the expansion joint. Install 2 inch round premolded expansion joint filler tube. Set the tube so that it extends above the roof surface at least 1-1/2 inches.
  3. Apply splicing cement to the membrane and the reinforced EPDM strips. Fold the membrane over the joint and splice the membrane to the strip. Roll the surface to insure good adhesion.
- F. Installing Termination Bar:
1. Where base flashing does not terminate beneath a cap flashing, seal the top edge as follows:
    - a. Set the top one-inch of the flashing in water cut off mastic.
    - b. Install a continuous metal termination bar over the flashing and secure one foot on center.
    - c. Apply a bead of lap sealant along the top edge.
- G. Installing Gravel Stop Flashing:
1. Install the gravel stop over the roofing membrane.
  2. Strip in the horizontal portion of the gravel stop with cover tape.
    - a. Apply the manufacturer's primer over the metal flange of the gravel stop and the roofing membrane before applying the cover tape.
    - b. Apply uncured EPDM cover tape or 6 inch x 6 inch uncured EPDM over "T" joints, at end laps, and at metal joints.
    - c. Apply lap sealant at metal joints and along cover tape edges and uncured EPDM patches.

- H. Installing Flashing At Snap On Cant Type Gravel Stops:
1. Install the canted water dam portion of the gravel stop over the roofing membrane.
  2. Strip in the water dam with one strip of sheet flashing set in splicing cement. Extend the flashing over the front edge of the water dam a minimum of 3 inches and out past the base of the cant a minimum of 3 inches. Apply lap sealant along the splice edge and at splice joints.
    - a. Install the fascia portion of the gravel stop.
- I. Installing Scupper Flashing:
1. Strip in flanges of the metal scupper with uncured EPDM covertape. Completely cover the metal flanges. Extend the flashing a minimum of 3 inches beyond the flanges onto the roofing membrane. Apply lap sealant at exposed edges.
- J. Installing Pipe Flashing:
1. Wherever possible flash pipes through the roof with the manufacturer's premolded pipe flashing.
    - a. Cut the flashing to the proper diameter. Apply splicing cement to the bottom of the flashing and to the contact surface of the membrane. Apply water cut-off mastic between the contact surface of the pipe and the flashing. Install the premolded flashing.
    - b. Install clamping ring around top of flashing. Apply lap sealant around the splice edge of the flashing flange.
  2. Where premolded pipe flashings cannot be used, use field fabricated uncured EPDM covertape flashing.
    - a. Apply the manufacturer's primer to surfaces that will be in contact with the cover tape. Allow the primer to dry completely before completing the flashing.
    - b. Install a square shaped piece of flashing over the membrane. Turn the flashing up onto the pipe 1/2 inch.
    - c. Wrap a second piece of flashing around the pipe. Extend the flashing 1/2 inch onto the horizontal portion of previously installed flashing.
    - d. Roll the surface of the splice to insure good adhesion.
    - e. Adhere the tape to the underlying sheet so it is free of wrinkles, fishmouths and voids.
    - f. Apply lap sealant at splice edges and at the top of the flashing.
- K. Installing Pitch Pockets:
1. Install the metal pitch pocket over the roofing membrane. Completely cover the pitch pocket with sheet flashing set in splicing cement. Turn down the flashing 1/2 inch into the pitch pocket and a minimum of 3 inches beyond the horizontal flanges of the pitch pocket. Seal edges and splice joints with lap sealant.
  2. Cover the bottom half of the pitch pocket with mortar. Remove misplaced mortar from the portion of the pitch pocket to be filled with elastomeric cement. Fill the remaining half of the pitch pocket with elastomeric cement.

- L. Flashing Retro Fit Roof Drains:
1. Before installing the retro fit drain, apply water cut off mastic on the bottom side of the drain flange.
  2. Prime the top surface of the drain flange and the roof membrane with the roof membrane manufacturer's primer.
  3. Strip in the drain flange with EPDM sheet membrane cover strips. Extend the cover strips from the edge of the conductor pipe cut out to a minimum of one foot beyond the drain flange onto the roof surface.
  4. Apply lap sealant at edges and lap joints of the coverstrips.
- M. Flashing New Cast Drains:
1. Apply the manufacturer's water cut-off mastic around the perimeter of the drain body in the location of the clamping ring. Embed the membrane into the mastic. Install the clamping ring and strainer.
- N. Flashing Existing Cast Drains:
1. Remove the existing clamping ring, coverstrips, and lead flashing. Clean the contact area of the drain body down to bare metal removing all traces of asphalt. Liberally apply the manufacturer's water cut-off mastic around the perimeter of the drain body in the location of the clamping ring. Embed the membrane into the mastic. Install the clamping ring and strainer.
    - a. Secure the clamping ring with new bolts to match the existing.
- O. Installing Roof Drain Clamping Collar: Remove the existing drain clamping ring and bolts. Check the cast parts of the drain body for high or rough edges; file or sand to remove. Clean contaminates from drain body. Drill new bolt holes if necessary, remove filings. Apply water-block sealant around the drain bowl flange in a continuous bead. Lightly rub the membrane into the sealant and set the clamping ring evenly over the flange. Secure the clamping ring by tightening the bolts finger tight then snug the bolts in alternating sequence to evenly compress the sealant.
- P. Installing Walkway/Protection Pads:
1. Apply bonding adhesive to the pad and to the roofing membrane. Install the pads over the membrane. Follow the manufacturer's recommended installation directions for self-adhering pads. Apply sufficient pressure to insure a good bond. Apply lap sealant to the full perimeter of the pad.

### **3.08 PHASING OF MEMBRANE INSTALLATION**

- A. At the end of each working day temporarily seal the loose edge of the membrane so that water does not flow beneath the covered portion. Spud off existing aggregate (if any) in the area to be sealed, remove dirt, dust, and foreign matter. Unless instructed otherwise, provide temporary seals in the presence of the Director's Representative. Install the temporary seal using one of the following methods:
1. Method 1: Apply a 12 inch wide application of hot bitumen over the area to be sealed. While hot, embed the EPDM membrane into the bitumen. Before the Work resumes cut off and discard portions of the membrane that have been embedded in the hot bitumen.

2. Method 2: Apply the membrane manufacturer's nite seal over the area to be sealed. Embed the EPDM membrane into the nite seal. Apply a continuous weight over the membrane and nite seal. Before the Work resumes cut off and discard portions of the membrane that have been embedded in the nite seal.
3. Install flashings as the membrane is being installed (same working day). If the flashing cannot be completely installed in one day, progress the installation until the flashing is in a watertight condition.

### **3.09 FIELD QUALITY CONTROL**

- A. As the joints are completed or at the end of each workday, in the presence of the Director's Representative closely examine joints in the membrane and flashing. Cut out and repair areas of the joints that are not fully bonded or that contain "fishmouths" or "wrinkles". Repair the membrane so it is restored to its full waterproof integrity. Lap patches a minimum of 6 inches beyond cuts.

**END OF SECTION**

## **SECTION 076000**

### **FLASHING AND TRIM**

#### **PART 1 GENERAL**

##### **1.01 PRODUCTS INSTALLED BUT NOT FURNISHED UNDER THIS SECTION – NOT USED**

##### **1.02 RELATED WORK SPECIFIED ELSEWHERE**

- A. Wood Nailers and Blocking: Section 061053.
- B. EPDM Sheet Roofing System: Sections 075323, 075324, or 075553.

##### **1.03 REFERENCES**

- A. SMACNA: Sheet Metal and Air Conditioning Contractors' National Association, 4201 Lafayette Center Dr., Chantilly, VA 20151-1209, (703) 803-2980, [www.smacna.org](http://www.smacna.org).
- B. CDA: Copper Development Association Inc., 260 Madison Ave., New York, NY 10016, (212) 251-7200, [www.copper.org](http://www.copper.org)
- C. ASTM: ASTM International, 100 Barr Harbor Dr., PO Box C700, West Conshohocken, PA, 19428-2959, (610) 832-9500, [www.astm.org](http://www.astm.org).

##### **1.04 SYSTEM DESCRIPTION**

- A. Metal flashings, trim, and related accessories that form terminations and waterproof connections.

##### **1.05 SUBMITTALS**

- A. Product Data: Catalog sheets, specifications, installation instructions for each item specified except for shop or job formed items, solder, flux, and bituminous paint.
- B. Samples:
  - 1. Materials for Flashings: One 6 inch sq piece, for each type material specified.
  - 2. Anchors: Six, each type required.
  - 3. Cap Flashings: Full section, 6 inches long.
  - 4. Coping: Full section, 12 inches long.

##### **1.06 QUALITY ASSURANCE**

- A. Except as otherwise shown or specified, comply with applicable recommendations, details, and standards of CDA, and SMACNA.



- B. Manufacturer's Recommendations: For factory fabricated items, follow the manufacturer's recommendations and installation instructions unless specifically shown or specified otherwise.

## **1.07 PROJECT CONDITIONS**

- A. Do not execute the Work of this Section unless the Director's Representative is present, or unless they direct that the Work be performed during their absence.
- B. Make the roof and all uncompleted flashings watertight at the end of each work day.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS FOR FLASHING FABRICATION**

- A. Plain Copper Sheet: Cold rolled copper, ASTM B 370.
- B. Zinc-Tin Coated Copper Sheet: Cold rolled copper, ASTM B 370. Fifty percent Zinc, 50 percent Tin coating; ASTM B 350, Type 1 0.5 mils thick per sq ft applied to both sides.
- C. Stainless Steel Sheet: Dead soft fully annealed stainless steel sheet, ASTM A 666, Type 302/304, 2D dull finish.
- D. Galvanized Steel Sheet: Commercial quality hot dip galvanized steel sheet, ASTM A653 and ASTM A 526.
  - 1. Mill phosphatized by the sheet manufacturer to prepare the surface for painting.
- E. Prefinished Galvanized Steel Sheet: Commercial quality, extra smooth, hot dip galvanized, mill phosphatized galvanized steel sheet, ASTM A653/526.
  - 1. Finish: Fluorocarbon coating (Polyvinylidene Fluoride, PVDF). Reverse side primed. Shipped with strippable protective tape.
  - 2. Color: As selected by the Director's Representative from manufacturer's standard colors.
- F. Aluminum Sheet: Standard mill finish aluminum sheet. ASTM B 209, 3003-H14 alloy.
- G. Prefinished Aluminum Sheet: ASTM B 209, 3003-H14 alloy.
  - 1. Finish: Fluorocarbon coating (polyvinylidene Fluoride PVDF). Reverse side primed. Shipped with strippable protective tape.
  - 2. Color: As selected by the Director's Representative from manufacturer's standard colors.
- H. Sheet Lead: ASTM B 29. Minimum Wgt. 4 lbs per sq ft.

## **2.02 FASTENERS**

- A. Nails: “Stronghold” type large flat head roofing nail.
  - 1. For Copper: Hardened copper.
  - 2. For Stainless Steel: Stainless steel.
  - 3. For Aluminum: Hard aluminum alloy or stainless steel.
  - 4. For Galvanized: Galvanized.
- B. Screws, Bolts, and Other Fastening Accessories:
  - 1. For Copper: Copper or brass.
  - 2. For Stainless Steel: Stainless steel.
  - 3. For Aluminum: Hard aluminum alloy or stainless steel.
  - 4. For Galvanized: Stainless steel.
- C. Anchors: Provide one of the following types:
  - 1. Hammer driven anchors, consisting of a stainless steel drive pin and a plastic or corrosion resistant metal expansion shield inserted thru a stainless steel disc with an EPDM sealing washer.
  - 2. Self-tapping, corrosion resistant, concrete and masonry screw inserted thru a stainless steel disc with an EPDM sealing washer.

## **2.03 MISCELLANEOUS MATERIALS**

- A. Solder: Composition of block tin/pig lead of proportion recommended by the metal manufacturer.
- B. Flux: Paste or acid type as recommended by the metal manufacturer.
- C. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.
- D. Type 2 Sealant: One-part acrylic polymer sealant; Pecora AVW-920, PTI 738, or Tremco Mono.
- E. Type 3 Sealant: One-part butyl rubber sealant; Pecora BC-158, PTI 707, or Bostik Chem-Calk 300 (not SWRI).
- F. Type 4 Sealant: One-part silicone sealant for high temperatures; Bostik 9732 High Temp Red, Dow Corning Silastic 736 RTV, Dow Corning High Temp, General Electric RTV 106.
- G. Thru Wall Flashing Joint Sealant: Trowel grade asphalt roof cement.

## **2.04 FABRICATION**

- A. Where practicable, form and fabricate sheet metal Work in the factory or shop. Produce bends and profiles accurately to the indicated shapes. Where not indicated or specified, follow the applicable requirements of the reference standards listed in PART 1.
- B. Cap Flashing:
  - 1. Copper: 16 oz.

2. Zinc-Tin Coated Copper: 16 oz.
  3. Stainless Steel: 26 ga (.018 inch).
  4. Galvanized Steel: 24 ga (.023 inch).
  5. Pre Finished Galvanized Steel: 24 ga (.023 inch).
- C. Cap Flashing With In-Wall or Thru-Wall Cap Receiver: Three way mortar bond type receiver with snap fit cap flashing; "Keystone Two-Piece Cap Flashing" by Keystone Flashing Co., 5119 N. Second Street, Philadelphia, PA 19120, (800) 526-8348, [www.keystoneflashing.com](http://www.keystoneflashing.com).
1. Copper: 16 oz.
  2. Zinc-Tin Coated Copper: 16 oz.
  3. Stainless Steel: 26 ga (.018 inch).
- D. Base Flashing:
1. Copper: 20 oz.
  2. Zinc-Tin Coated Copper: 20 oz.
  3. Stainless Steel: 24 ga (.025 inch).
  4. Aluminum: .032 inch.
  5. Prefinished Aluminum: .032 inch.
  6. Prefinished Galvanized Steel: 24 ga (.023 inch).
  7. Hypalon Coated Metal: Specified under Section 075002.
  8. PVC Coated Metal: Specified under Section 075418.
- E. Extruded Aluminum Gravel Stop and Fascia Sump: Complete system including fascia, water dam, splice plates, corners, and intersections, and all other accessory components by Viridian Systems, 30700 Solon Industrial Parkway, Solon, OH 44139; Metal ERA, 1600 Airport Rd., Waukesha, WI 53188, (800) 558-2162, [www.metalera.com](http://www.metalera.com); or IMETCO (Innovative Metals Company, Inc.) 2070 Steel Dr., Tucker, GA 30084, (800) 646-3826, [www.imetco.com](http://www.imetco.com).
1. Face Height: Closest manufacturer's standard dimension to face height shown on Drawings.
  2. Style: Specifically Designed For:
    - c. One Ply Roofing Membrane.
    - d. Protected One Ply Roofing Membrane.
  3. Finish: Fluorocarbon Coating (Polyvinylidene Fluoride, PVDF)/Clear Anodized/ Color Anodized.
  4. Color: As selected by the Director's Representative from manufacturer's standard colors.
- F. Extruded Aluminum Gravel Stop: Complete system including gravel stop, extruded aluminum joint cover plates, concealed .025 inch aluminum joint flashing, fasteners, corners, and intersections and all other accessory components. Type F gravel stop by Architectural Products Company, 1290 Aviation Blvd., Suite 200, P.O. Box 630, Hebron, KY, (800) 837-1001, [www.archprod.com](http://www.archprod.com).
1. Face Height: Closest manufacturer's standard dimension to face height shown on drawings.
  2. Finish: Fluorocarbon Coating (Polyvinylidene Fluoride, PVDF)/ Clear Anodized/ Color Anodized.
  3. Color: As selected by the Director's Representative from manufacturer's standard colors.

- G. Thru Wall Scupper:
1. Copper: 20 oz.
  2. Zinc-Tin Coated Copper: 20 oz.
  3. Stainless Steel: 24 ga (.025 inch).
  4. Galvanized Steel: 24 ga (.023 inch).
  5. Prefinished Galvanized Steel: 24 ga (.023 inch).
- H. Factory Fabricated Formed Coving: Complete system including .063 inch aluminum coving, anchor plates, joint drainage system, concealed joint covers, corners, and intersections, and all other accessory components by Viridian Systems, 30700 Solon Industrial Parkway, Solon, OH 44139; Metal ERA, 1600 Airport Rd., Waukesha, WI 53188, (800) 558-2162, [www.metalera.com](http://www.metalera.com); or IMETCO (Innovative Metals Company, Inc.) 2070 Steel Dr., Tucker, GA 30084, (800) 646-3826, [www.imetco.com](http://www.imetco.com).
1. Finish: Fluorocarbon Coating (Polyvinylidene Fluoride PVDF)/ Clear Anodized/ Color Anodized.
  2. Color: As selected by the Director's Representative from manufacturer's standard colors.
- I. Metal Expansion Joint Cover:
1. Copper: 20 oz.
  2. Zinc-Tin Coated Copper: 20 oz.
  3. Stainless Steel 24 ga (.025 inch).
  4. Aluminum: .040 inch.
  5. Galvanized Steel: 24 ga (.023 inch).
- J. Bellows Type Expansion Joint Cover: Factory fabricated unit with neoprene bellows backed with closed cell foam, anchored to metal flange. Include prefabricated corners, and intersections (if any), joint splice plater, and all other accessory components.
1. Metal Flange: Copper/Galvanized Steel/Aluminum.
- K. Roof Drain Flashing: Sheet lead, 4 lbs per square.
- L. Flashing Pipe thru-Roof:
1. Copper: 16 oz.
  2. Zinc-Tin Coated Copper 16 oz.
  3. Stainless Steel: 26 ga (.018 inch).
- M. Pitch Pockets:
1. Copper: 16 oz.
  2. Zinc-Tin Coated Copper: 16 oz.
  3. Stainless Steel: 26 ga (.018 inch).
  4. Hypalon Coated Metal: Specified under Section 075002.
  5. PVC Coated Metal: Specified under Section 075418.
- N. Crickets:
1. Copper: 20 oz.
  2. Zinc-Tin Coated Copper: 20 oz.
  3. Aluminum: .032 inch.
  4. Prefinished Aluminum: .032 inch.

- 5. Prefinished Galvanized Steel: 24 ga (.023 inch).
- O. Thru Wall Flashing:
  - 1. Copper Fabric: 7 oz copper sheet with asphalt impregnated glass fabric bonded to both sides.
    - a. Joint Sealant: Trowel grade asphalt roofing cement.
- P. Cleats:
  - 1. Copper: 16 oz.
  - 2. Galvanized Steel: 24 ga (.023 inch).
  - 3. Aluminum: .040 inch.
- Q. Continuous Edge Strip:
  - 1. Copper: 20 oz.
  - 2. Galvanized Steel: 24 ga (.023 inch).
  - 3. Aluminum: .040 inch.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Coordinate the Work of this Section with other Work for the correct sequencing of items that make up the entire system of weatherproofing or waterproofing.

### **3.02 PREPARATION**

- A. Do not install the Work of this Section unless all necessary nailers, blocking and other supporting components have been provided.
- B. Do not install the Work of this Section unless all substrates are clean and dry.

### **3.03 INSTALLATION**

- A. Isolation: Separate dissimilar metals from each other with bituminous paint.
- B. Tinning and Soldering:
  - 1. Remove all factory applied finishes to bare metal at all areas to be soldered.
  - 2. Clean, flux and tin all surfaces to be soldered.
  - 3. Sweat solder thoroughly into seams, completely filling the seam for the full width.
  - 4. Upon completion of soldering, remove all traces of flux residue, and if required, apply a neutralizing wash followed by a clean water wash.
- C. Touch-Up Painting: After all prefinished galvanized steel flashings have been installed, apply the metal coating manufacturer's touch-up paint to all soldered areas and all other areas where the finish has been damaged.
- D. Installing In-Wall and Thru-Wall Cap Flashing Receivers:
  - 1. Set the receiver so there is mortar above and below the built-in portion.

2. Do not mallet, bend or deform the exposed portion.
  3. Lap all end joints so they interlock at the first raised rib. Apply Type 3 sealant between the mating surfaces of the built-in portion of the receiver before interlocking end joints.
- E. Installing Cap Flashing:
1. Form and install the cap to provide a spring tight fit against the base flashing. Lap all end joints and base flashing a minimum of 3 inches. Extend the cap continuously around corners or provide lock seams.
  2. Cap Flashing for Installation In Reglets:
    - a. Extend the built in portion of the cap a min of 3/4 inch into the reglet. Form the edge of the built in portion with a 1/4 inch hook dam.
    - b. Secure the cap with lead wedges 8 inches oc. Fill joint completely with Type 2 sealant and tool to a slightly concave surface.
  3. Surface Mounted Cap Flashing:
    - a. Form the top portion of the cap flashing which comes in contact with the wall surface with a one-inch wide bearing surface. Form a 45 degree x 1/4 inch wide stiffener and caulking flange along the top edge.
    - b. Apply Type 2 sealant on the back side of the bearing surface.
    - c. Secure the cap flashing to the wall with fasteners spaced one foot oc thru the bearing surface.
    - d. Apply Type 2 sealant along the caulking flange.
  4. In-Wall Cap Flashing:
    - a. Extend the built-in portion of the cap a minimum of 4 inches into the wall. Form the edge of the built in portion with a 1/4 inch hook dam.
    - b. Set the cap so there is mortar above and below the built-in portion.
  5. Cap Flashing For Installation in Receivers:
    - a. Insert the cap flashing into the receiver locking slot. Apply upward pressure along the entire length of the cap flashing so that it is securely locked into position.
- F. Dressing Down Existing Cap Flashing:
1. Turn up all cap flashings as required to perform the Work. Upon completion of the Work dress down all disturbed cap flashings so they lay flat against the base flashing.
  2. Secure the cap flashing to the wall surface with fasteners spaced 18 inches oc.
  3. Install matching metal patches at corners of cap flashings that have been cut to perform the Work. Lap the patches a minimum of one inch on each side of the cap flashing.
    - a. Secure the patch by pop riveting or by soldering.
- G. Installing Formed Metal Gravel Stops:
1. Form the gravel stop into lengths not exceeding 8'-0". Allow 1/4 inch between sections for expansion.
  2. Install a continuous edge strip secured 8 inches oc.

3. Install a 12 inch wide concealed splice plate at all joints. Form the splice plate to the exact shape of the gravel stop. Center the splice plate beneath the joints of the gravel stop and secure to the roof deck.
4. Apply the membrane manufacturer's recommended sealant between the contact surface of the horizontal portion of the splice plate and the gravel stop.
5. Extend the horizontal portion of the gravel stop onto the roof surface a minimum of 4 inches and terminate in a 1/2 inch folded edge. Secure with nails spaced 3 inches oc staggered. Hook the drip edge of the gravel stop over a continuous metal edge strip.
6. Where gravel stop face height exceeds 8 inches provide a longitudinal break at the center line unless shown otherwise on the Drawings.

H. Installing Thru Wall Scupper:

1. Form the scupper with 4 inch wide flashing flanges.
2. Lock and solder, or rivet and solder all construction joints of the scupper.
3. Secure the scupper to the roof deck and the inside face of the wall with fasteners installed thru the flashing flanges.
  - a. On the outside face of the wall lock the scupper on four sides to a surface mounted receiver formed from the same metal as the scupper.
  - b. Form the receiver with a 1/4 inch wide caulking flange.
  - c. Apply Type 2 sealant on the lock side of the flange.
  - d. Secure the flange to the wall with fastener 6 inches oc.
  - e. Apply Type 2 sealant along the caulking flange.

I. Installing Extruded Aluminum Gravel Stops/and Fascia Sump:

1. Install the gravel stop in strict accordance with the manufacturer's written instructions unless shown or specified otherwise.

J. Installing Extruded Aluminum Gravel Stop:

1. Install 12 inches wide .025 inch concealed aluminum flashing beneath the gravelstop at all joints.
2. Apply the membrane manufacturer's recommended sealant between the contact surfaces of the horizontal portion of the splice plate and the gravel stop.
3. Secure the gravel stop at the mid point, and at ends of each 10 ft. section. Allow a 1/2 inch space between each section for expansion.
4. Install a 4 inch wide exposed aluminum cover plate at all joints.

K. Installing Formed Metal Coping:

1. Form the coping into lengths not exceeding 8'-0".
2. Join coping sections with 1-1/2 inch loose locked seams filled with Type 3 sealant.
3. Hook the front and back edges of the coping over continuous metal edge strips. Nail the edge strip 6 inches oc.

L. Installing Factory Fabricated Formed Metal Coping:

1. Install in accordance with the manufacturer's written instructions unless shown or specified otherwise.

- M. Installing Expansion Joint Cover:
1. Install combination edge strip and cap flashing over the base flashing. Secure the edge strip along the top of the curb and lap the base flashing a minimum of 3 inches. Lap each individual length a minimum of 3 inches.
  2. Form the expansion joint cover with standing seam joints not to exceed 10'-0" oc.
  3. Turn the edges of the cover over the edge strip. Allow clearance of one half the width of the expansion joint between all edges of cover and edge strip.
- N. Installing Bellows Type Expansion Joint Cover:
1. Install the expansion joint in continuous lengths. No more than one splice joint will be allowed on straight runs less than 50 feet. long. Install the expansion joint in strict accordance with the manufacturer's written instructions unless shown or specified otherwise.
  2. Where expansion joints intersect gravel stops, provide the manufacturer's prefabricated expansion joint section. Install the expansion joint before installing the gravel stop.
- O. Installing Pitch Pockets:
1. Form the pitch pocket with 4 inch wide flashing flanges. Extend the pitch pocket a minimum of 3 inches above the roof membrane and a minimum of one inch beyond the roof penetration.
  2. Solder all construction joints.
  4. Secure the pitch pocket thru the flashing flanges with nails 3 inches oc.
- P. Installing Crickets:
1. Form the cricket with flanges that extend onto the roof surface 6 inches and up beneath the cap flashing a min of 3 inches. Extend the roof deck flange a min of 5 inches beneath the shingles and terminate with a 1/2 inch folded edge. Secure the cricket to the roof deck with 2 inch wide cleats one ft oc.
- Q. Installing Thru Wall Flashing:
1. Install the flashing in continuous lengths with the minimum number of joints.
  2. At corners, beams, columns, etc. cut out fit flashing to the proper contour.
  3. Form all joints with 1-1/2 inch folded lock seams completely filled with trowel grade asphalt roof cement. Roll or press the joints firmly to insure complete adhesion of the cement.
  4. Build the flashing into masonry walls so there is mortar above and below the flashing.
  5. Terminate the flashing 1/2 inch back from the exposed face of masonry wall.
  6. Extend the flashing 6 inches beyond the sides of all openings and turn up 1/4 inch to form a pan.

**END OF SECTION**



## **SECTION 078400**

### **FIRESTOPPING**

#### **PART 1 GENERAL**

##### **1.01 REFERENCES**

- A. UL 263 Fire Tests of Building Construction and Materials.
- B. UL 1479 Fire Tests of Through-Penetration Firestops.
- C. UL 2079 Standard for Safety Tests for Fire Resistance of Building Joint Systems.
- D. ASTM E 119 Methods of Fire Tests of Building Construction and Materials.
- E. ASTM E 814 Method of Fire Tests of Through-Penetration Fire Stops.

##### **1.02 DEFINITIONS**

- A. UL Fire Resistance Directory: Product directory published yearly, with supplements, by Underwriters Laboratories Inc., containing listings and classifications in effect as of the published date for product categories covered by UL.
- B. Inchcape Directory of Listed Products: Product directory published yearly by Inchcape Testing Services containing listings which reflect certifications granted for materials, products, systems and equipment which have been tested by Inchcape Testing Services to recognized governing standards.
- C. Omega Point Laboratories Listings Directory: Product Directory published yearly by Omega Point Laboratories, Inc. containing listed building products, materials, and assemblies which have been tested by Omega Point Laboratories to recognized governing standards.
- D. Factory Mutual Approval Guide: Product directory published yearly, with supplements, by Factory Mutual Research Corp., containing listed building products, materials, and assemblies which have been tested by Factory Mutual Research Corp., to recognized governing standards.
- E. F Rating: Prohibits flame passage through the system and requires acceptable hose stream test performance.
- F. T Rating: Prohibits flame passage through the system and requires the maximum temperature rise on the unexposed surface of the wall or floor assembly, on the penetrating item and on the fill material not to exceed 325 degrees F above ambient, and requires acceptable hose stream test performance.
- G. Company Field Advisor: An employee of the Company which lists and markets the primary components of the system under their name who is certified in

writing by the Company to be technically qualified in design, installation, and servicing of the required products or an employee of an organization certified by the foregoing Company to be technically qualified in design, installation and servicing of the required products. Personnel involved solely in sales do not qualify.

### **1.03 DESIGN REQUIREMENTS**

- A. Devices and materials shall meet the hourly fire resistance ratings required by the Project as determined by UL 263, UL 1479, UL 2079, ASTM E 119 or ASTM E 814 and be listed and detailed in the UL Fire Resistance Directory, Inchcape Directory of Listed Products, Factory Mutual Approval Guide, or the Omega Point Laboratories Listings Directory.
  - 1. Exception: Where no listed designs exist that meet the requirements of a specific project condition, submit details and manufacturer's written recommendations for a design meeting the requirements. Include evidence of engineering judgment and extrapolation from listed designs.

### **1.04 SUBMITTALS**

- A. Submittals Package: Submit the following items specified below the same time as a package:
  - 1. Product Data.
  - 2. Samples.
  - 3. Quality Control Submittals.
  - 4. Firestop Schedule.
- B. Product Data: Catalog sheets, specifications and installation instructions for each firestop device and material.
  - 1. Indicate design number for each firestop proposed to be used which is detailed in the UL Fire Resistance Directory, Inchcape Directory of Listed Products, Factory Mutual Approval Guide, or the Omega Point Laboratories Listings Directory.
  - 2. State the specific locations where each firestop system is proposed to be installed.
- C. Samples: One of each product if requested.
- D. Quality Control Submittals:
  - 1. Design Data: Show details and include engineering information and manufacturer's written recommendations required under Design Requirements Article for each proposed firestop if other than a design detailed in the UL Fire Resistance Directory, Inchcape Directory of Listed Products, Factory Mutual Approval Guide, or the Omega Point Laboratories Listings Directory.
    - a. State the specific locations where each firestop is proposed to be installed.
  - 2. Installer's Qualifications Data:
    - a. Name of each person who will be performing the Work and their employer's name, business address and telephone number.

- b. Names and addresses of 3 similar projects that each person has worked on during the past 5 years.
- 3. Company Field Advisor Data:
  - a. Name, business address and telephone number of Company Field Advisor secured for the required services.
  - b. Certified statement from the Company listing the qualifications of the Company Field Advisor, and listing of services and each product specifically listed for this Project for which Company Field Advisor is given authorization by the Company to render advice.
- E. Firestop Schedule: Submit schedule itemizing the following:
  - 1. Manufacturer's product reference numbers and/or drawing numbers.
  - 2. UL, Inchcape Testing Services, Factory Mutual Research Corp., or Omega Point Lab design number.
  - 3. Location of firestop material.
  - 4. Penetrating Item Description/Limits: Material, size, insulated or uninsulated, and combustibility.
  - 5. Maximum allowable annular space or maximum size opening.
  - 6. Wall type construction.
  - 7. Floor type construction.
  - 8. Hourly Fire resistance rating of wall or floor.
  - 9. F rating.

**NOTE:** Firestop Schedule is for information only, and will not be acted on for approval.  
Refer to Sample Firestop Schedule bound in Appendix.

## **1.05 QUALITY ASSURANCE**

- A. Installer Qualifications: The persons installing the firestopping and their supervisor shall be personally experienced in firestop work and shall have been regularly employed by a company installing firestopping for a minimum of 3 years.
- B. Pre-Installation Conference: Before the firestop work is scheduled to commence, a conference will be called by the Director's Representative at the Site for the purpose of reviewing the Contract Documents and discussing requirements for the Work. The conference shall be attended by related trade Contractors (if any), their qualified firestopping installers, and associated firestopping manufacturer's Company Field Advisors.
- C. Container/Package Labels: Include manufacturer's name and identifying product number, date of manufacturer, lot number, shelf life (if applicable), qualified testing and inspecting agency classification marking, curing time, and mixing instructions for multi-component materials.
- D. Company Field Advisor: Secure the services of a Company Field Advisor for the following:
  - 1. Render advice regarding suitability of firestopping materials and methods.
  - 2. Assist in completing firestop schedule.

3. Attend pre-installation conference.
- E. Field-Constructed Sample Installations: Prior to installing firestopping, erect sample installations for each type through-penetration firestop system indicated in the Firestop Schedule to verify selections made and to establish standard of quality and performance by which the firestopping work will be judged.
  1. Build sample installations to comply with the following requirements, using materials indicated for final installations.
    - a. Locate sample installations on site at locations where directed.
    - b. Obtain Director's Representative's acceptance of sample installations before start of firestopping installation.
    - c. Retain and maintain sample installations during construction in an undisturbed condition.
    - d. Accepted sample installations in an undisturbed condition at time of substantial completion of Project may become part of completed firestopping work.

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

- A. Deliver firestopping materials to the Site in original, new unopened containers or packages bearing manufacturer's printed labels.
- B. Store and handle firestopping materials to prevent deterioration or damage due to moisture, temperature changes, contaminants, etc.

#### **1.07 PROJECT CONDITIONS**

- A. Environmental Requirements:
  1. Temperature: Do not install firestopping materials when ambient or substrate temperatures are outside limits permitted by manufacturer of firestopping materials.
  2. Humidity and Moisture: Do not install the Work of this Section under conditions that are detrimental to the application, curing, and performance of the materials.
  3. Ventilation: Provide sufficient ventilation wherever firestopping materials are installed in enclosed spaces. Follow manufacturer's recommendations.

#### **1.08 SEQUENCING AND SCHEDULING**

- A. Leave exposed those firestopping installations that are to be concealed behind other construction until the Director's Representative has examined each installation.

### **PART 2 PRODUCTS**

#### **2.01 FIRESTOPPING-GENERAL**

- A. Through-Penetration Firestop Devices, Forming Materials, And Fill, Void or Cavity Materials: As listed in the UL Fire Resistance Directory, Inchcape

Directory of Listed Products, Factory Mutual Approval Guide, or the Omega Point Laboratories Listings Directory.

1. For firestopping exposed to moisture, furnish products that do not deteriorate when exposed to this condition.
  2. For firestopping systems exposed to view, furnish products with flame-spread values of less than 25 and smoke developed values less than 50, as determined per ASTM E 84.
  3. For penetrations for piping services below ambient temperature, furnish moisture-resistant through-penetration firestop systems.
  4. For penetrations involving insulated piping, furnish through-penetration firestop systems not requiring removal of insulation.
- B. Accessories: Components required to install fill materials as recommended by the firestopping manufacturer for particular approved fire rated system.
- C. Identification Labels:
1. Furnished by fire stopping manufacturer of suitable material for permanent field identification of through-penetration firestops.
  2. Identify the following:
    - a. "WARNING - FIRESTOP MATERIAL".
    - b. Company Name.
    - c. Product Catalog number.
    - d. F rating.
    - e. T rating, if available.
  3. Field fabricated labels are not acceptable.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Examine existing through-penetrations of floors, walls, partitions, ceilings and roofs in the Work areas.
- B. Examine existing junctures, control joints, and expansion joints in the Work areas.
- C. Where firestopping is missing or not intact, submit a written report to the Director's Representative describing the existing conditions.

### **3.02 PREPARATION**

- A. Clean out openings immediately before installation of through-penetration firestopping. Comply with recommendations of firestopping manufacturer and the following requirements:
  1. Remove foreign materials from surfaces of openings, and from penetrating items that could interfere with adhesion of firestopping.
  2. Clean opening and penetrating items to produce clean, sound surfaces capable of developing optimum bond with firestopping. Remove loose particles remaining from cleaning operation.
  3. Remove laitance and form release agents from concrete.

- B. Clean out openings, and juncture, control, and expansion joints immediately before installation of firestopping. Comply with recommendations of firestopping manufacturer and the following requirements:
  - 1. Remove foreign materials from surfaces of openings and joint substrates, and from penetrating items that could interfere with adhesion of firestopping.
  - 2. Clean opening joint substrates to produce clean, sound surfaces capable of developing optimum bond with firestopping. Remove loose particles remaining from cleaning operation.
  - 3. Remove laitance and form release agents from concrete.
- C. Protection:
  - 1. Protect surfaces adjacent to through-penetration firestops with non-staining removable masking tape or other suitable covering to prevent firestopping from contacting adjoining surfaces that will remain exposed upon completion of Work and that would otherwise be permanently stained or damaged by such contact or that would be caused by cleaning methods used to remove smears from firestopping materials.
- D. Substrate Priming:
  - 1. Prime substrates in accordance with the firestopping manufacturer's printed installation instructions using recommended products and methods.
  - 2. Do not allow primer to spill or migrate onto adjoining exposed surfaces.

### **3.03 INSTALLATION OF THROUGH PENETRATION FIRESTOPS**

- A. Use through-penetration firestop devices, forming materials, and fill, void or cavity materials to form through-penetration firestops to prevent the passage of flame, and limit temperature rise of the unexposed surface as detailed in the UL Fire Resistance Directory, Inchcape Directory of Listed Products, Factory Mutual Approval Guide, or the Omega Point Laboratories Listings Directory.
  - 1. Where applicable design is not detailed in the Directories, use forming materials and fill, void or cavity material to form through-penetration firestop in accordance with approved printed details and installation instructions from the company producing the forming materials and fill, void or cavity material.
  - 2. If the construction type(s) of the building cannot be determined, provide firestopping with fire resistance ratings as specified in the Building Code of New York State, Tables 720.1(1), 720.1(2), 720.1(3), and 302.3.2.
- B. Provide through-penetration firestop systems with F ratings that shall equal or exceed the fire resistance rating of the penetrated building construction.
- C. Provide through-penetration firestop systems with T ratings, in addition to F ratings, at floors where the following conditions exist:
  - 1. Where firestop systems protect penetrations located outside the wall cavities.
  - 2. Where firestop systems protect penetrations located outside fire resistive shaft enclosures.

3. Through-penetration firestop systems protecting floor penetrations require a T-rating of at least 1 hour, but not less than the required floor fire-resistance rating.
- D. Firestop through-penetrations of floors, walls, partitions, ceilings, and roofs.
- E. Firestop through-penetrations associated with the new Work.
- F. Firestop through-penetration of partitions identified on the Construction Work Drawings as smoke partitions and fire rated assemblies.
- G. Firestop through-penetrations of floors, walls, partitions, ceilings, and roofs in accordance with the fire resistance rating assigned to the walls, partitions, floors, ceilings, and roofs on the Construction Work Drawings.
- H. Permanently affix label at each firestop. Use adhesive compatible with surface construction at firestop location.

#### **3.04 INSTALLATION OF JUNCTION, CONTROL, AND EXPANSION JOINT FIRESTOPS**

- A. Use joint treatment materials to form firestop to prevent the passage of flame and limit temperature rise of the unexposed surface, as detailed in the UL Fire Resistance Directory, Inchcape Directory of Listed Products, Factory Mutual Approval Guide or the Omega Point Laboratories Listings Directory.
  1. Where applicable design is not detailed in the Directories, use forming materials and fill, void or cavity material to form firestop in accordance with approved printed details and installation instructions from the company producing the forming materials and fill, void or cavity material.
  2. If the construction type(s) of the building cannot be determined, provide firestopping with fire resistance ratings as specified in the Building Code of New York State, Tables 720.1(1), 720.1(2), 720.1(3), and 302.3.2.

#### **3.05 CLEANING**

- A. Clean off excess fill materials and sealants adjacent to penetrations by methods and cleaning materials recommended by manufacturers of firestopping products and of products in which penetrations occur.
- B. Remove masking tape as soon as practical so as not to disturb the firestopping's bond with substrate.
- C. Protect firestopping during and after curing period from contact with contaminating substances, or damage resulting from adjacent Work.
- D. Cut out and remove damaged or deteriorated firestopping immediately, and install new materials as specified in firestop schedule.

#### **END OF SECTION**

## **SECTION 079200**

### **JOINT SEALERS**

#### **PART 1 GENERAL**

##### **1.01 SUBMITTALS**

- A. Product Data: Catalog sheets, specifications, and installation instructions for each product specified except miscellaneous materials.
- B. Samples:
  - 1. Sealants: One pint or standard tube.
  - 2. Joint Fillers: 24 inch long full section.
  - 3. Gaskets: 24 inch long full section.
  - 4. Joint Primer/Sealer/Conditioners: One pint.
  - 5. Backer Rods: 24 inch long full section.
  - 6. Bond Breaker Tape: 24 inch long full section.
- C. Quality Control Submittals:
  - 1. Installer's Qualifications Data: Affidavit required under Quality Assurance Article.

##### **1.02 QUALITY ASSURANCE**

- A. Installer's Qualifications: The persons installing the sealants and their supervisor shall be personally experienced in the installation of sealants and shall have been regularly employed by a company engaged in the installation of sealants for a minimum of two years.
  - 1. Furnish to the Director the names and addresses of five similar projects which the foregoing people have worked on during the past two years.
  - 2. Furnish a letter from the sealant manufacturer, stating that the foregoing people are authorized to install the manufacturer's sealant materials and that the manufacturer's specifications are applicable to the requirements of this Project.
- B. Container Labels: Include manufacturer's name, trade name of product, kind of material, federal specification number (if applicable), expiration date (if applicable), and packaging date or batch number.
- C. Test and validate sealants used for exterior weathersealing per the Sealant Waterproofing Restoration Institute (SWRI).
- D. Warranties:
  - 1. Silicone sealants: 20 years Weatherseal Warranty.
  - 2. Polyurethane or Silicone: 5 year Weatherseal Warranty.
  - 3. Sealants for Granite, Marble and Limestone: 20 year Non-Stain Warranty.



## **1.03 PROJECT CONDITIONS**

- A. Environmental Requirements:
  - 1. Temperature: Unless otherwise approved or recommended in writing by the sealant manufacturer, do not install sealants at temperatures below 40 degrees F or above 85 degrees F for non silicone sealants and below minus 20 degrees F or above 125 degrees F for silicone sealants.
  - 2. Humidity and Moisture: Do not install the Work of this section under conditions that are detrimental to the application, curing, and performance of the materials.
  - 3. Ventilation: Provide sufficient ventilation wherever sealants, primers, and other similar materials are installed in enclosed spaces. Follow manufacturer's recommendations.
- B. Protection:
  - 1. Protect all surfaces adjacent to sealants with non-staining removable tape or other approved covering to prevent soiling or staining.
  - 2. Protect all other surfaces in the Work area with tarps, plastic sheets, or other approved coverings to prevent defacement from droppings.

## **PART 2 PRODUCTS**

### **2.01 SEALANTS**

- A. Type 1 Sealant, any of the following generic types:
  - 1. One-part, low-modulus silicone sealant: Dow Corning 790, Dow Corning 791, Dow Corning 795, General Electric Silpruf, Pecora 864, Pecora 890, Pecora 890FTS.
  - 2. One-part, non-sag silicone or polyurethane sealant: Bostik Chem-Calk 900, Bostik Chem-Calk 915, Bostik Chem-Calk 916 Textured, Bostik Chem-Calk 2020, Pecora Dynatrol I, Sika Sikaflex 1a, Sonneborn Sonolastic NP I, or Tremco DyMonic (not SWRI), Dow Corning Contractors Weatherproofing Sealant (CWS), Dow Corning Concrete Sealant (CCS), Pecora 895.
  - 3. Two-part, non-sag silicone or polyurethane sealant: Bostik Chem-Calk 500 (not SRWI), Pecora Dynatrol II, Dow Corning CWS or CCS.
- B. Type 1C Sealant:
  - 1. One-part, non-sag polysulfide base sealant: Pecora's Synthacalk GC-9, Products Research and Chemical's PRC Rubber Calk 7000, or Sonneborn's Sonolastic One Part Polysulfide Sealant.
- C. Type 2 Sealant: One-part acrylic polymer sealant; Pecora AVW-920, PTI 738, or Tremco Mono.
- D. Type 2A Sealant: One-part acrylic or elastomeric sealant for sealing small joints; PTI 200 or Tremco Small Joint Sealant, Pecora AC-20.
- E. Type 3 Sealant: One-part butyl rubber sealant; Pecora BC-158, PTI 707, or Bostik Chem-Calk 300 (not SWRI).

- F. Type 4 Sealant: One-part silicone sealant for high temperatures; Bostik 9732 High Temp Red, Dow Corning Silastic 736 RTV, Dow Corning High Temp, General Electric RTV 106.
- G. Type 6 Sealant (flexible security sealant):
  - 1. Two part, non-sag, 25% total joint movement, elastomeric polyurethane; Pecora Dynaflex.
  - 2. One-component 25% total joint movement, elastomeric, aliphatic, polyurethane; Pecora Dynaflex SC, Sonneborn Sonolastic Ultra.
- H. Pre-formed Sealant: Preformed paintable sealant strips of open cell, compressible urethane foam, saturated with non-drying, non-staining, and non-migrating butylene compound.
- I. Sealant Colors: For exposed materials provide color as indicated or, if not indicated, as selected by the Director from manufacturer's standard colors. For concealed materials, provide the natural color which has the best overall performance characteristics.

## **2.02 JOINT FILLERS**

- A. Cork Joint Filler: Resilient, non-extruding type pre-molded cork units; ASTM D 1752, Type II.
- B. Expanded Polyethylene Joint Filler: Flexible, compressible, closed-cell polyethylene of not less than 10 psi compression deflection (25 percent).

## **2.03 GASKETS**

- A. Adhesive Closed-Cell PVC Gasket: Closed-cell, flexible, self adhesive, non-extruding, polyvinylchloride foam gaskets; ASTM D 1667.

## **2.04 MISCELLANEOUS MATERIALS**

- A. Joint Primer/Sealer/Conditioner: As recommended by the sealant manufacturer for the particular joint surface materials and conditions.
  - 1. For Type 6 Sealant (two part):
    - a. Pecora No. P-100 for non-porous substrates.
    - b. Pecora No. P-75 or P-200 for porous substrates.
  - 2. For Type 6 Sealant (one component):
    - a. Pecora No. P-100 for non-porous substrates.
    - b. Pecora No. P-75 for porous substrates.
    - c. Sonneborn No. 733 or 766 for porous or non-porous substrates.
- B. Backer Rod: Compressible rod stock of expanded, extruded polyethylene.
- C. Bond Breaker Tape: Polyethylene or other plastic tape as recommended by the sealant manufacturer; non-bonding to sealant; self adhesive where applicable.
- D. Cleaning Solvents: Oil free solvents as recommended by the sealant manufacturer. Do not use re-claimed solvents.

- E. Masking Tape: Removable paper or fiber tape, self-adhesive, non-staining.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

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

### **3.02 PREPARATION**

- A. Clean joint surfaces immediately before installation of sealant and other materials specified in this Section.
  - 1. Remove all loose materials, dirt, dust, rust, oils and other foreign matter that will impair the performance of materials installed under this Section.
  - 2. Remove lacquers, protective coatings and similar materials from joint faces with manufacturer's recommended solvents.
  - 3. Do not limit cleaning of joint surfaces to solvent wiping. Use methods such as grinding, acid etching or other approved and manufacturer's recommended means, if required, to clean the joint surfaces, assuring that the sealant materials will obtain positive and permanent adhesion.
- B. Set joint fillers at proper depth and position as required for installation of bond breakers, backer rods, and sealants. Do not leave voids or gaps between the ends of joint filler units.
- C. Priming Joint Surfaces:
  - 1. Prime joints which are to receive Type 1A and 1B Sealants.
  - 2. Prime joints which are to receive Type 6 Sealants.
  - 3. Prime joints which are to receive Type 7 Sealants.
  - 4. Prime joints of friable (crumbly, chalky) masonry surfaces which are to receive Type 1 Sealant.
  - 5. Prime joints other than those above if so recommended by the manufacturer's printed instructions.
  - 6. Do not allow the primer/sealer to spill or migrate onto adjoining surfaces.

### **3.03 JOINT BACKING INSTALLATION**

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

### **3.04 SEALANT INSTALLATION**

- A. Except as shown or specified otherwise, install sealants in accordance with the manufacturer's printed instructions.
- B. Install sealants with ratchet hand gun or other approved mechanical gun. Where gun application is impractical, install sealant by knife or by pouring as applicable.
- C. Types 2 and 2A Sealants: If low temperature makes application difficult, preheat sealants using manufacturer's recommended heating equipment.
- D. Finishing: Tool all vertical, non-sag sealants so as to compress the sealant, eliminating all air voids and providing a neat smoothly finished joint. Provide slightly concave joint surface, unless otherwise indicated or recommended by the manufacturer.
  - 1. Use tool wetting agents as recommended by the sealant manufacturer.

### **3.05 FIELD QUALITY CONTROL**

- A. Test Samples:
  - 1. Where directed, for each 100 linear feet of joint installed, cut out and carefully remove a 6 inch long sample of the undisturbed sealant and joint backer material from the newly installed Work. Remove the samples in the presence of the Director's Representative who will retain them for evaluating and testing.
  - 2. Reseal cut out areas with the same materials.

### **3.06 CLEANING**

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

**END OF SECTION**

## **SECTION 099101**

### **CONSTRUCTION PAINTING**

#### **PART 1 GENERAL**

##### **1.01 DEFINITIONS**

- A. The word “paint” in this Section refers to substrate cleaners, fillers, sealers, primers, undercoats, enamels and other first, intermediate, last or finish coatings.
- B. The word “primer” in this Section refers to substrate cleaners, fillers, sealers, undercoats, and other first or intermediate coats beneath the last or finish coating.
- C. The words “finish paint” in this Section refers to the last or final coat and previous coats of the same material or product directly beneath the last or final coat.
- D. Finish Paint Systems: Finish paint and primers applied over the same substrate shall be considered a paint system of products manufactured or recommended by the finish coat manufacturer.
  - 1. Finish paint products shall meet or exceed specified minimum physical properties.

##### **1.02 SUBMITTALS**

- A. Painting Schedule: Cross-referenced Painting Schedule listing all exterior and interior substrates to be painted and specified finish paint type designation; product name and manufacturer, recommended primers and product numbers, and finish paint color designation for each substrate to be painted.
  - 1. Designate exterior substrates by building name and number, substrate to be painted and surface location.
  - 2. Designate interior substrates by building name and number, floor, room name and number, and surface to be painted.
- B. Product Data Sheets: Manufacturer’s published product data sheets describing the following for each finish paint product to be applied:
  - 1. Percent solids by weight and volume, solvent, vehicle, weight per gallon, ASTM D 523 gloss/reflectance angle, recommended wet and dry film thickness, volatile organic compound (VOC) content in lbs/gallon, product use limitations and environmental restrictions, substrate surface preparation methods, directions and precautions for mixing and thinning, recommended application methods, square foot area coverage per gallon, storage instructions, and shelf-life expiration date.
  - 2. Manufacturer’s recommended primer for each finish paint product and substrate to be painted.
  - 3. Manufacturer’s complete range of available colors for each finish paint product to be applied.

- C. Finish Paint Type Samples: Two finish paint samples applied over recommended primers for each substrate to be painted.
  - 1. Samples shall be in the designated color and specified ASTM D 523 reflectance.
  - 2. Label each sample with the following information:
    - a. Project number and Painting Schedule designation describing substrates and locations represented by the sample.
    - b. Finish paint and primer manufacturer, product names and numbers, finish paint color and reflectance.
  - 3. Leave a 1 inch wide exposed strip of unpainted substrate and each coat of primer and finish paint.
  - 4. Sample Sizes:
    - a. Wall, Ceiling, and Floor Substrates: 12 inch square panels.
    - b. Concrete and Concrete Masonry Unit Substrates: 4 inch square blocks.
    - c. Sheet Metals: 4 inch by 8 inch flat sheets.
    - d. Bar and Tubular Metals: 8 inch long bars or tubular stock.
- D. Quality Control Submittals:
  - 1. Test Reports: Furnish certified test results from an independent testing laboratory, showing that products submitted comply with the specifications, when requested by the Director's Representative
  - 2. Certificates: Furnish certificates of compliance required under QUALITY ASSURANCE Article.
- E. Existing Exterior Paint Film Stripping and Removal Submittals:
  - 1. Submit proposed materials and methods for removing existing paint films down to a clean and original undamaged substrate.
    - a. Depending upon the substrate to be stripped and thickness of paint films to be removed, acceptable methods of removal include hand or mechanical tools, pressure washing with water, heat or steam devices, chemical strippers and other appropriate methods.
    - b. More aggressive paint stripping and removal methods will not be accepted when less aggressive methods are equally effective with less damages.
    - c. Chemical Strippers: As recommended by a letter of approval by finish paint manufacturer.

### **1.03 QUALITY ASSURANCE**

- A. Volatile Organic Compounds (VOCs) Regulatory Requirements: Chapter III of Title 6 of the official compilation of Codes, Rules and Regulations of the State of New York (Title 6 NYCRR), Part 205 Architectural Surface Coatings.
  - 1. Certificate of Compliance: List of each paint product to be delivered and installed. List shall include written certification stating that each paint product listed complies with the VOC regulatory requirements in effect at the time of job site delivery and installation.
- B. Container Labels: Label each product container with paint manufacturer's name, product name and number, color name and number, thinning and application

instructions, date of manufacture, shelf-life expiration date, required surface preparations, recommended coverage per gallon, wet and dry film thickness, drying time, and clean up procedures.

C. Field Examples:

1. Prior to on-site painting, at locations designated by the Director's Representative, apply field examples of each paint type to be applied.
2. Field examples to be applied on actual substrates to be painted and shall duplicate earlier approved paint samples.
  - a. Interior field examples to be applied in rooms and spaces to be painted with the same products.
  - b. Field Example Minimum Wet and Dry Film Thickness: As indicated on approved product data sheet.
  - c. Application: Apply each coat in a smooth uniform wet mil thickness without brush marks, laps, holidays, runs, stains, cloudiness, discolorations, nail holes and other surface imperfections.
    - 1) Leave a specified exposed width of each previous coat beneath each subsequent coat of finish paint and primer.
  - d. Use of Field Examples: Field examples shall serve as a quality control standard for acceptance or rejection of painting Work to be done under this Section.
3. Field Example Sizes:
  - a. Door and Frame Examples: One door and frame with 12 inch wide horizontal strips.
  - b. Linear Substrate Examples: 20 lineal feet with 12 inch long strips.
4. Do not begin applying paints represented by field examples until examples have been reviewed and approved by the Director's Representative.
  - a. Protect and maintain approved field examples until all painting work represented by the example has been completed and approved.
5. Existing Exterior Paint Stripping and Removal Field Examples: Apply necessary number of examples required to determine least aggressive method for stripping and removing existing paint films without damaging the original substrate.
  - a. Example Sizes: 5 feet by 5 feet at locations designated by the Director's Representative.

D. Compatibility of Paint Materials: Primers and intermediate paints shall be products manufactured or recommended by the finish paint manufacturer.

#### **1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Delivery: Deliver materials to the Site in original, unopened containers and cartons bearing manufacturer's printed labels. Do not deliver products which have exceeded their shelf life, are in open or damaged containers or cartons, or are not properly labeled as specified.

- B. Storage and Handling: Store products in a dry, well ventilated area in accordance with manufacturer's published product data sheets. Storage location shall have an ambient air temperature between 45 degrees F and 90 degrees F.

## **1.05 PROJECT CONDITIONS**

- A. Environmental Requirements:
  - 1. Ambient Air Temperature, Relative Humidity, Ventilation, and Surface Temperature: Comply with paint manufacturer's published product data sheet or other printed product instructions.
  - 2. If paint manufacturer does not provide environmental requirements, use the following:
    - a. Ambient Air Temperature: Between 45 degrees F and 75 degrees F.
    - b. Relative Humidity: Below 75 percent.
    - c. Ventilation: Maintain the painting environment free from fumes and odors throughout the Work of this Section.
    - d. Surface Temperature: At least 5 degrees F above the surface dewpoint temperature.
  - 3. Maintain environmental requirements throughout the drying period.
- B. The following items are not to be painted unless otherwise specified, noted or directed:
  - 1. Exposed stainless steel, chrome, copper, bronze, brass, and aluminum.
  - 2. Steel to be encased in cast-in-place concrete.
  - 3. Top flanges of structural beams and girders in composite concrete-steel construction.
  - 4. Factory prefinished items.
  - 5. Galvanized items not exposed in finished spaces.

## **1.06 EXTRA MATERIALS**

- A. Provide extra finish paint materials, from the same production run as paints to be applied, in the following quantities for each color installed:
  - 1. Paint Type EAL-1 and IAL-1: Four gallons each type.
  - 2. Paint Types EAL-2 and IAL-2: Two gallons, each type.
  - 3. Other Paint Types: One gallon, each type.

## **PART 2 PRODUCTS**

### **2.01 PAINT MANUFACTURERS**

- A. Where noted, the following finish paint manufacturers produce the paint types specified.
  - 1. Benjamin Moore and Co., 51 Chestnut Ridge Rd., Montvale, NJ 07645, (201) 573-9600.
  - 2. Inorganic Coatings, Inc., 500 Lapp Rd., Malvern, PA 19355 (800) 345-0531.
  - 3. PPG Architectural Finishes, One PPG Plaza, Pittsburgh, PA 15272, (800) 441-9695.



4. Sherwin-Williams Co., Cleveland, OH 44101, (800) 321-8194.
5. Wm. Zinsser & Co., 39 Belmont Dr., Somerset, NJ 08875-1285, (908) 469-8100.

## **2.02 MISCELLANEOUS PRODUCTS**

- A. Cleaning Solvents: Low toxicity with flash point in excess of 100 degrees F.
- B. Color Pigments: Pure, nonfading, finely ground pigments with at least 99 percent passing a 325 mesh sieve.
  1. Use lime-proof color pigments on masonry, concrete and plaster.
  2. Use exterior pigments in exterior paints.
- C. Galvanizing Compound, Cold: Single component compound with 93 percent pure zinc in the dried film and meeting the requirements of DOD-P-21035A (NAVY).
- D. Masking Tape: Removable paper or fiber tape, self-adhesive and nonstaining.
- E. Metal Filler: Polyester resin base autobody filler.
- F. Mineral Spirits: Low odor type recommended by finish paint manufacturer.
- G. Paint Stripper: As recommended by finish paint manufacturer.
- H. Stain Blocker, Primer-Sealer: As recommended by finish paint manufacturer.
- I. Turpentine: ASTM D 13.

## **2.03 FINISH PAINT TYPES**

- A. Physical Properties:
  1. Specified percent solids by weight and volume, pigment by weight, wet and dry film thickness per coat, and weight per gallon are minimum physical properties of acceptable materials.
    - a. Opaque Pigmented Paints: Physical properties specified are for white titanium dioxide base before color pigments are added.
    - b. Specified minimum wet and dry film thickness per coat are for determining acceptable finish paint products. Minimum wet and dry film thickness per coat to be applied shall comply with approved finish paint manufacturer's product data sheets.
  2. Gloss or Reflectance: The following ASTM D 523 specified light levels and angles of reflectance:
    - a. Flat: Below 15 at 85 degrees.
    - b. Eggshell: Between 5 and 20 at 60 degrees.
    - c. Satin: Between 15 and 35 at 60 degrees.
    - d. Semigloss: Between 30 and 65 at 60 degrees.
    - e. Gloss: Over 65 at 60 degrees.
- B. Exterior Finish Paint Types:
  1. Paint Type EAL-2: Exterior Acrylic Latex, Semigloss Enamel.

- a. Solids by Weight: 47.0 percent.
    - b. Solids by Volume: 33.2 percent.
    - c. Solvent: Water.
    - d. Vehicle: 100 percent acrylic resin.
    - e. Weight Per Gallon: 10.0 lbs.
    - f. Wet Film Thickness: 4.0 mils.
    - g. Dry Film Thickness: 1.3 mils.
    - h. Manufacturers: ICI Dulux, PPG, Sherwin-Williams.
  - 2. Paint Type EAL-3: Exterior Acrylic Latex, Gloss Enamel.
    - a. Solids by Weight: 40.0 percent.
    - b. Solids by Volume: 32.0 percent.
    - c. Solvent: Water.
    - d. Vehicle: 100 percent acrylic resin.
    - e. Weight Per Gallon: 10.0 lbs.
    - f. Wet Film Thickness: 3.4 mils.
    - g. Dry Film Thickness: 1.2 mils.
    - h. Manufacturers: Benjamin Moore, PPG, Sherwin- Williams.
  - 3. Paint Type ESP: Exterior Steel Zinc-Rich Primer, Flat.
    - a. Solids by Weight: 79.0 percent.
    - b. Solids by Volume: 68.0 percent.
    - c. Pigment by Weight: 90.0 percent zinc.
    - d. Solvent: Water.
    - e. Weight per Gallon: 24.6 lbs.
    - f. Dry Film Thickness: 3.0 mils if finish coated, 4.0 mils if not finish coated.
    - g. Manufacturers: Ameron Protective Coatings, Inorganic Coatings, Valspar.
- C. Colors: Provide paint colors either shown on contract drawings or to be selected by the Director from finish paint manufacturers available color selections.
- 1. Approved finish paint manufacturers to match designated colors of other manufacturers where colors are shown on contract documents.
  - 2. Safety Colors: Industry Standard ANSI Safety Colors.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Examine surfaces to be prepared, primed, or painted for compliance with contract documents, required environmental conditions, manufacturer's product data sheets, product label instructions and other written requirements.
  - 1. Do not begin any phase of the work without first checking and verifying that surfaces and environmental conditions are acceptable for such work and that any earlier phase deficiencies and discrepancies have been properly corrected.
    - a. The commencement of new work shall be interpreted to mean acceptance of surfaces to be affected.

### 3.02 PREPARATION

- A. Protection: Cover and protect surfaces to be painted, adjacent surfaces not to be painted, and removed furnishings and equipment from existing paint removals, airborne sanding particles, cleaning fluids and paint spills using suitable drop cloths, barriers and other protective devices.
  - 1. Adjacent exterior surface protections include roofs, walls, landscaping, driveways and walkways. Interior protections include floors, walls, furniture, furnishings and electronic equipment.
  - 2. Remove and replace removable hardware, lighting fixtures, telephone equipment, other devices and cover plates over concealed openings in substrates to be painted.
    - a. Cover and neatly mask permanently installed hardware, lighting fixtures, cover plates and other devices which cannot be removed and are not scheduled for painting.
  - 3. Schedule and coordinate surface preparations so as not to interfere with work of other trades or allow airborne sanding dust particle to fall on freshly painted surfaces.
  - 4. Provide adequate natural or mechanical ventilation to allow surfaces to be prepared and painted in accordance with product manufacturer's instructions and applicable regulations.
  - 5. Provide and maintain "Wet Paint" signs, temporary barriers and other protective devices necessary to protect prepared and freshly painted surfaces from damages until Work has been accepted.
- B. Clean and prepare surfaces to be painted in accordance with specifications, paint manufacturer's approved product data sheets and printed label instructions. In the event of conflicting instructions or directions, the more stringent requirements shall apply.
  - 1. Cleaners: Use only approved products manufactured or recommended by finish paint manufacturer. Unless otherwise recommended by cleaner manufacturer, thoroughly rinse with clean water to remove surface contaminants and cleaner residue.
- C. Surfaces:
  - 1. Existing Exterior Painted Surfaces: Thoroughly clean to remove dirt, soot, grease, mildew, chalkiness and stains using finish paint manufacturer's recommended spray-on liquid cleaner.
    - a. Apply cleaner using hand-held wand applicator in accordance with product manufacturer's instructions. Thoroughly rinse and remove all residue with clean water.
    - b. Remove loose, peeling, cracked and blistered paint by chipping, scraping, and sanding smooth with medium and fine sandpaper.
    - c. Fill surface holes and depressions with finish paint manufacturer's recommended filler and sand smooth to adjacent undisturbed edges.
    - d. Touch-up bare spots on previously painted surfaces with finish paint manufacturer's recommended primer.
    - e. Sand existing semigloss and gloss paint surfaces to a uniform smooth dull finish before painting.

- f. Fill and sand smooth existing paint surface damages, depressions, ridges and other imperfections that will remain visible after new paints have been applied.
2. Concrete:
  - a. Allow three months for poured concrete to dry before painting.
  - b. Remove form release agents, laitance, efflorescence, dirt, grease, oils, slurry, chalk deposits, and other surface contaminants using a high-pressure power wash. Use mildewcide solution if mildew is present.
  - c. Remove any remaining efflorescence by dampening surface with water and scrubbing with a 5 percent solution of muriatic acid. Rinse with clean water, neutralize with ammonia, rinse and allow to dry.
  - d. Vacuum surface clean before painting.
  - e. Sandblast to remove any existing deteriorated paint films, curing compounds, concrete sealers, and other substances that may prevent primer adhesion.
  - f. Chip and grind surface projections smooth to adjacent surfaces.
  - g. Open concealed voids and cracks, remove cement slurry by wire-brushing to expose clean aggregate substrate, and chip out surface honeycomb pockets to allow a neat cementitious patch with square corners and a uniform thickness.
  - h. Inspect surfaces to be painted for exposed or rusted steel reinforcement and contact Director's Representative for a survey of damages to be repaired before substrate can be painted. Do not paint over exposed steel reinforcement without first repairing both deteriorated reinforcement and protective coating.
  - i. Use an electronic meter to determine moisture content compliance with finish paint manufacturer's recommendations.
3. Galvanized Metal:
  - a. Allow new galvanized surfaces to weather as long as possible before cleaning. Remove surface contaminants using clean rags and petroleum spirits.
  - b. Remove "white rust" using appropriate solvent and, if necessary, wire brushing or sanding.
  - c. Use appropriate Structural Steel Painting Council Standard SSPC-SP1 to SSPC-SP6 to clean steel substrates where galvanized protection has been removed.
4. Steel Doors and Frames: Fill indentations and cracks with metal filler; sand smooth to match adjacent undamaged surfaces.
5. Aluminum:
  - a. Non-corroded Surfaces: Rub with fine steel wool and wipe clean with mineral spirits.
  - b. Corroded Surfaces: Sand smooth, rub with fine steel wool and wipe clean with mineral spirits.
6. Glazing Repairs: Cut out and replace dry, loose, and cracked glazing compound or putty.
7. Other Substrates: See finish paint manufacturer's recommendations.

- D. Painting Material Preparations:
1. Prepare painting materials in accordance with manufacturer's approved product data sheets and printed label instructions.
    - a. Stir materials before and during application for a consistent mixture of density. Remove container surface paint films before stirring and mixing.
    - b. Slightly tint first opaque finish coat where primer and finish coats are the same color.
    - c. Do not thin paints unless allowed and directed to do so in writing within limits stated on approved product data sheets.

### 3.03 APPLICATION

- A. Environmental Conditions:
1. Water-based Paints: Apply when surface temperatures will be 50 degrees Fahrenheit to 90 degrees Fahrenheit throughout the drying period.
  2. Other Paints: Apply when surface temperatures will be 45 degrees Fahrenheit to 95 degrees Fahrenheit throughout the drying period.
  3. Apply exterior paints during daylight hours free from rain, snow, fog and mist when ambient air conditions are more than 5 degrees above the surface dewpoint temperature and relative humidity less than 85 percent.
    - a. When exterior painting is allowed or required during nondaylight hours, provide portable outdoor weather recording station with constant printout showing hourly to diurnal air temperature, humidity, and dewpoint temperature.
  4. Exterior Cold Weather Protection: Provide heated enclosures necessary to maintain specified temperature and relative humidity conditions during paint application and drying periods.
- B. Install approved paints where specified, or shown on the drawings, and to match approved field examples.
1. Paint Applicators: Brushes, rollers or spray equipment recommended by the paint manufacturer and appropriate for the location and surface area to be painted.
    - a. Approved minimum wet and dry film thicknesses shall be the same for different application methods and substrates.
- C. Paint Type Coats To Be Applied: Unless specified otherwise by finish paint manufacturer's product data sheet, the number of coats to be applied for each paint type are as follows:
1. Paint Types EAL:
    - a. New Unpainted Surfaces: Apply 1 coat of primer and 2 coats of finish paint.
    - b. Existing Painted Surfaces:
      - 1) Apply 2 coats of finish paint when existing paint has a lower gloss.
      - 2) Apply one coat of primer and 2 finish coats when existing paint has a higher gloss.
    - c. Pitted Concrete & Concrete Masonry Surfaces: Use block filler as primer /sealer where allowed by finish paint manufacturer.

- d. Existing Structural Steel:
    - 1) Primed Steel: Apply 2 coats of finish paint.
    - 2) Unprimed Steel: Apply 1 coat of Paint Type ESP or ISP, depending upon exterior or interior location.
      - a) If topcoated, apply additional coat of finish paint manufacturer's galvanized primer and 2 coats of finish paint.
  - 2. Paint Types ESP: Apply 1 coat.
    - a. Do not prime or finish paint steel to be encased in concrete, masonry, or to receive sprayed on fireproofing.
    - b. Allow primer to dry one week and test adhesion. Remove and replace defective primer where adhesion failures occur.
- D. Surfaces: Unless otherwise specified or shown on the drawings, paint surfaces as follows:
- 1. Exterior Surfaces:
    - a. Factory Finished Metal Substrates: Field painting not required.
    - b. Factory Primed and Unprimed Ferrous Metal Substrates:
      - 1) Metal Siding: Paint Type EAL-2.
      - 2) Doors, Windows, Frames and Trim: Paint Type EAL-3.
      - 3) Handrails: Paint Type EAL-3.
      - 4) Existing Unprimed Structural Steel: Paint Type EAL-3 over primer Paint Type ESP.
      - 5) New Primed Structural Steel: Paint Type EAL-3.
      - 6) Steel Stairs, Decks and Handrails: Paint Type EAL-3.
  - 2. Unless otherwise noted, paint both exterior and interior exposed wall and ceiling air supply and return grilles; plumbing pipes; electrical panel and fuse boxes, raceways and conduits; heating convactor cabinets, radiators, radiator cabinets, unit heaters, and similar existing and installed devices and equipment by other trades.
    - a. Paint substrates to match adjacent wall or ceiling surfaces.
    - b. Paint exposed surfaces when any part of the surface is on or within 8 inches of ceiling or wall surface to be painted.
    - c. Paint visible interior surfaces behind grilles, guards and screens.
  - 3. Doors and Frames: Unless otherwise noted, paint doors and frames the same color in the next highest gloss to match existing.
    - a. Where walls are not the same color on both sides of a door frame, change frame color at the inside corner of the frame stop.
    - b. Prime and finish paint door faces and edges before installation.
      - 1) Paint door edges the same paint type color as the exterior side of the door.
    - c. Do not paint door components which are clearly not intended to be painted such as non-ferrous hardware, frame mutes, and weather stripping.
    - d. Do not allow doors and frames to touch until paint is thoroughly dry on both surfaces.

### **3.04 FIELD QUALITY CONTROL**

- A. Paint Samples: Assist the Director's Representative in obtaining random one quart paint samples for testing at any time during the Work.
  - 1. Notify the Director's Representative upon delivery of paints to the Site.
  - 2. Furnish new one quart metal paint containers with tight fitting lids and suitable labels for marking.
    - a. Furnish labor to thoroughly mix paint before sampling and provide assistance with sampling when required.

### **3.05 ADJUSTING AND CLEANING**

- A. Reinstall removed items after painting has been completed.
  - 1. Restore damaged items to a condition equal to or better than when removed. Replace damaged items that cannot be restored.
- B. Touch up and restore damaged finish paints. Touch up and restoration paint coats are in addition to the number of specified finish paint coats.
- C. Remove spilled, splashed, or spattered paint without marring, staining or damaging the surface. Restore damaged surfaces to the satisfaction of the Director's representative.
- D. Remove temporary barriers, masking tape, and other protective coverings upon completion of painting, cleaning and restoration work.

**END OF SECTION**

## **SECTION 102613**

### **WALL AND CORNER GUARDS**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. This section includes the following types of wall protection systems:
  - 1. Corner Guards

##### **1.02 SUBMITTALS**

- A. Samples:
  - 1. Tamper Resistant Fasteners: Each type required.
- B. Product Data: Manufacturer's catalog sheets, specifications, and installation instructions.

#### **PART 2 PRODUCTS**

##### **2.01 MATERIALS**

- A. Stainless Steel Corner Guards:
  - 1. Model: CG-SS4-18723-90 – (72in x 3in x 3in - 90 Deg, 18ga, Type 304, Stainless Steel Corner Guard) by The Corner Guard Store, 2220 Fernbrook Lane North, Plymouth, MN 55447
- B. Fasteners:
  - 1. Stainless steel tamper resistant screws.
  - 2. Screw anchors, tubular, lead coated, braided fiber.

#### **PART 3 EXECUTION**

##### **3.01 INSTALLATION**

- A. Install the Work of this Section in accordance with the manufacturer's printed instructions and as otherwise specified.
- B. Fasten corner guards to walls with screws and anchors in each wing. Space screws not more than 2 inches from ends and not more than 8 inches oc, unless otherwise indicated.

**END OF SECTION**



## SECTION 220529

### PIPE HANGERS AND SUPPORTS

#### PART 1 GENERAL

##### 1.01 PRODUCTS FURNISHED BUT NOT INSTALLED UNDER THIS SECTION

- A. Companion high density filler pieces for installation over the top 180 degree surface of pipe or tubing, at points of support where a combination clevis hanger, insulation shield and high density insulating saddle are installed.

##### 1.02 SUBMITTALS

- A. Shop Drawings:
  - 1. Details of trapeze hangers and upper hanger attachments for piping 4 inches in diameter and over. Include the number and size of pipe lines to be supported on each type of trapeze hanger.
  - 2. Details of pipe anchors.
- B. Product Data: Catalog sheets, specifications and installation instructions for each item specified except fasteners.
- C. Submit an Environmental Product Declaration (EPD) from the manufacturer for steel within this specification section, if available. A statement of the contractor's good faith effort to obtain the EPD shall be provided if not available.
  - 1. Manufacturer-provided EPDs must be Product Specific Type III (Third-Party Reviewed), in adherence with ISO 14025 *Environmental labels and declarations*, ISO 14044 *Environmental management – Life cycle assessment*, and ISO 21930 *Core rules for environmental product declarations of construction products and services*.

##### 1.04 QUALITY ASSURANCE

- A. Regulatory Requirements:
  - 1. Comply with the applicable requirements of the ASME B31 Piping Codes.
  - 2. Unless otherwise shown or specified, comply with the requirements of the Manufacturer's Standardization Society of the Valve and Fittings Industry (MSS) Standards SP-58, and SP-69.

#### PART 2 PRODUCTS

##### 2.01 PIPE HANGERS AND SUPPORTS

- A. Combination clevis hanger, pipe insulation shield and vapor barrier jacketed high density insulating saddle with companion high density filler piece.
  - 1. Insulating saddles and filler pieces shall be of the same thickness and materials as the adjoining pipe insulation. Saddles shall cover the lower 180 degrees of the pipe or tubing, and companion filler pieces shall cover

the upper 180 degrees of the pipe or tubing. Physical sizes, gages, etc. of the components of insulated hangers shall be in accordance with the following schedule:

PIPE OR TUBING SIZE (Inches)	SHIELD LENGTH (Inches)	SHIELD GAGE	SADDLE LENGTH (Inches)	VAPOR BARRIER JACKET LENGTH (Inches)
Up to 2-1/2	4	16	6	10
3 to 6	4	14	6	10
8 to 14	10	12	12	16
16 and up	10	10	12	16

- B. Pipe Hangers: Height adjustable standard duty clevis type, with cross bolt and nut.
- C. Adjustable Floor Rests and Base Flanges: Steel.
- D. Hanger Rods: Mild, low carbon steel, fully threaded or threaded at each end, with two nuts at each end for positioning rod and hanger, and locking each in place.
- E. Riser Clamps: Malleable iron or steel.
- F. Rollers: Cast Iron.

## 2.02 ANCHORS AND ATTACHMENTS

- A. Sleeve Anchors (Group II, Type 3, Class 3): Molly's Div./USM Corp. Parasleeve Series, Ramset's Dynabolt Series, or Red Head/Phillips AN, HN, or FS Series.
- B. Wedge Anchors (Zinc Plated, Group II, Type 4, Class 1): Hilti's Kwik Bolt Series, Molly's Div./USM Corp. Parabolt PB Series, Ramset's Trubolt T Series, or Red Head/Phillips WS Series.
- C. Self-Drilling Anchors (Group III, Type 1): Ramset's RD Series, or Red Head/Phillips S Series.
- D. Non-Drilling Anchors (Group VIII, Type 1): Ramset's Dynaset DS Series, Hilti's HDI Series, or Red Head/Phillips J Series.
- E. Stud Anchors (Group VIII, Type 2): Red Head/Phillips JS Series.
- F. Beam Clamps: Forged steel beam clamp, with weldless eye nut (right hand thread), steel tie rod, nuts, and washers, Grinnell's Fig No. 292 (size for load, beam flange width, and rod size required).

## **2.03 FASTENERS**

- A. Bolts, Nuts, Washers, Lags, and Screws: Medium carbon steel; size and type to suit application; galvanized for high humidity locations, and treated wood; plain finish for other interior locations. Except where shown otherwise on the Drawings, furnish type, size, and grade required for proper installation of the Work.

## **2.04 SHOP PAINTING AND PLATING**

- A. Hangers, supports, rods, inserts and accessories used for pipe supports, unless chromium plated, cadmium plated or galvanized shall be shop coated with metal primer paint. Electroplated copper hanger rods, hangers and accessories may be used with copper pipe or copper tubing.
- B. Hanger supports for chromium plated pipe shall be chromium plated brass.

## **PART 3 EXECUTION**

### **3.01 PREPARATORY WORK – NOT USED**

### **3.02 INSTALLATION**

- A. Do not hang or support one pipe from another or from ductwork.
1. Do not bend threaded rod.
- B. Support all insulated horizontal piping conveying fluids below ambient temperature, by means of hangers or supports with insulation shields installed outside of the insulation.
- C. Space hangers or supports for horizontal piping on maximum center distances as listed in the following hanger schedules, except as otherwise specified, or noted on the Drawings.
1. For Steel, and Threaded Brass Pipe:

<b>PIPE SIZE (Inches)</b>	<b>MAXIMUM SPACING (Feet)</b>
1 and under	8
1-1/4 and 1-1/2	9
2	10
2-1/2 and up	12

2. For Grooved End Steel Pipe:

<b>PIPE SIZE (Inches)</b>	<b>MAXIMUM SPACING (Feet)</b>
1-1/2 and under	7
2 through 4	10
5 and over	12

No pipe length shall be left unsupported between any two coupling joints.

3. For Directional Changes: Install a hanger or support close to the point of change of direction of all pipe runs in either a horizontal or vertical plane.
4. For Concentrated Loads: Install additional hangers or supports, spaced as required and directed, at locations where concentrated loads such as in-line pumps, valves, fittings or accessories occur, to support the concentrated loads.
5. For Branch Piping Runs and Runouts Over 5 feet In Length: Install a minimum of one hanger, and additional hangers if required by the hanger spacing schedules.
6. Parallel Piping Runs: Where several pipe lines run parallel in the same plane and in close proximity to each other, trapeze hangers may be submitted for approval. Base hanger spacing for trapeze type hangers on the smallest size of pipe being supported. Design the entire hanger assembly based on a safety factor of five, for the ultimate strength of the material being used.

D. Size hanger rods in accordance with the following:

PIPE OR TUBING SIZE (Inches)	SINGLE ROD HANGER SIZE (Inches)		DOUBLE ROD HANGER SIZE (Inches)	
	PIPE	TUBING	PIPE	TUBING
1/2 to 2	3/8	1/4	3/8	1/4
2-1/2 and 3	1/2	3/8	3/8	1/4
4 and 5	5/8	1/2	1/2	3/8
6	3/4	1/2	5/8	1/2
8, 10 and 12	7/8	5/8	3/4	5/8

1. Secure hanger rods as follows: Install one nut under clevis, angle or steel member; one nut on top of clevis, angle or steel member; one nut inside insert or on top of upper hanger attachment and one nut and washer against insert or on lower side of upper hanger attachment. A total of four nuts are required for each rod, two at upper hanger attachment and two at hanger.

E. Vertical Piping:

1. Support vertical risers of piping systems, by means of heavy duty hangers installed close to base of pipe risers, and by riser clamps with extension arms at intermediate floors, with the distance between clamps not to exceed 25 feet, unless otherwise specified. Support pipe risers in

vertical shafts equivalent to the aforementioned. Install riser clamps above floor slabs, with the extension arms resting on floor slabs. Provide adequate clearances for risers that are subject to appreciable expansion and contraction, caused by operating temperature ranges.

2. Install intermediate supports between riser clamps on maximum 6 foot centers, for copper tubing risers 1-1/4" in size and smaller, installed in finished rooms or spaces other than mechanical equipment machine or steam service rooms, or penthouse mechanical equipment rooms.
3. Support cast iron risers, by means of heavy duty hangers installed close to the base of the pipe risers, and 1/4 inch thick malleable iron or steel riser clamps with extension arms at each floor level, with the distance between clamps not to exceed 25 feet. Support cast iron risers in vertical shafts equivalent to the aforementioned.
4. Support hubless cast iron risers, by means of heavy duty hangers installed close to the base of the pipe risers, and by malleable iron or steel riser clamps with the extension arms at each floor level, with the distance between clamps or intermediate supports not to exceed 12 feet. Support risers in vertical shafts equivalent to the aforementioned.

### **3.03 UPPER HANGER ATTACHMENTS**

- A. General:
  1. Secure upper hanger attachments to overhead structural steel, steel bar joists, or other suitable structural members.
  2. Do not attach hangers to steel decks that are not to receive concrete fill.
  3. Do not attach hangers to precast concrete plank decks less than 2-3/4 inches thick.
  4. Do not use flat bars or bent rods as upper hanger attachments.
- B. Attachment to Steel Frame Construction: Provide intermediate structural steel members where required by pipe support spacing. Select steel members for use as intermediate supports based on a minimum safety factor of five.
  1. Do not use drive-on beam clamps.
  2. Do not support piping over 4 inches in size from steel bar joists. Secure upper hanger attachments to steel bar joists at panel points of joists.
  3. Do not drill holes in main structural steel members.
  4. Beam clamps, with tie rods as specified, may be used as upper hanger attachments for the support of piping, subject to clamp manufacturer's recommended limits.
- C. Attachment to Concrete Filled Steel Decks:
  1. New Construction: Install metal deck ceiling bolts.
  2. Existing Construction: Install welding studs (except at roof decks). Do not support a load in excess of 250 lbs from any single welded stud.
  3. Do not attach hangers to decks less than 2-1/2 inches thick.
- D. Attachment to Cast-In-Place Concrete: Secure to overhead construction by means of cast-in-place concrete inserts.

- E. Attachment to Existing Cast-In-Place Concrete:
  - 1. For piping up to a maximum of 4 inches in size, secure hangers to overhead construction with self-drilling type expansion shields and machine bolts.
  - 2. Secure hangers to wall or floor construction with single unit expansion shields or self-drilling type expansion shields and machine bolts.

### **3.04 ANCHORS, RESTRAINTS, RIGID SUPPORTS, STAYS AND SWAY BRACES**

- A. Install pipe anchors, restraints and sway braces, at locations noted on the Drawings. Design anchors so as to permit piping to expand and contract freely in opposite directions, away from anchor points. Install anchors independent of all hangers and supports, and in a manner that will not affect the structural integrity of the building.

**END OF SECTION**

## **SECTION 220800**

### **CLEANING AND TESTING**

#### **PART 1 GENERAL**

##### **1.01 SUBMITTALS**

- A. Quality Control Submittals
  - 1. Test Reports (Field Tests): Submit data for each system tested, and/or disinfected; include date performed, description, and test results for each system.

##### **1.02 QUALITY ASSURANCE**

- A. Regulatory Requirements:
  - 1. Perform factory testing of factory fabricated equipment in complete accordance with the agencies having jurisdiction.
  - 2. Perform field testing of piping systems in complete accordance with the local utilities and other agencies having jurisdiction and as specified.

##### **1.03 PROJECT CONDITIONS**

- A. Protection: During test Work, protect controls, gages and accessories which are not designed to withstand test pressures. Do not utilize permanently installed gages for field testing of systems.

##### **1.04 SEQUENCING AND SCHEDULING**

- A. Transmit written notification of proposed date and time of operational tests to the Director's Representative at least 5 days in advance of such tests.
- B. Perform cleaning and testing Work in the presence of the Director's Representative.
- C. Pressure test piping systems inside buildings, at the roughing-in stage of installation, before piping is enclosed by construction Work, and at other times as directed. Perform test operations in sections as required and directed, to progress the Work in a satisfactory manner and not delay the general construction of the building. Valve or cap-off sections of piping to be tested, utilizing valves required to be installed in the permanent piping systems, or temporary valves or caps as required to perform the Work.

#### **PART 2 PRODUCTS**

##### **2.01 MATERIALS**

- A. Test Equipment and Instruments: Type and kind as required for the particular system under test.

- B. Test Media (air, vacuum, water): As specified for the particular piping or system under test.
- C. Cleaning Agent (water): As specified for the particular piping, apparatus or system being cleaned.

## **PART 3 EXECUTION**

### **3.01 PRELIMINARY WORK**

- A. Thoroughly clean pipe and tubing prior to installation. During installation, prevent foreign matter from entering systems. Prevent if possible and remove stoppages or obstructions from piping and systems.

### **3.02 PRESSURE TESTS - PIPING**

- A. Piping shall be tight under test and shall not show loss in pressure or visible leaks, during test operations or after the minimum duration of time as specified. Remove piping which is not tight under test; remake joints and repeat test until no leaks occur.
- B. Drainage, Vent, Conductor and Roof Drain Piping (Inside Buildings): Perform tests before fixtures are installed. Test by filling the entire system with water, and allowing to stand for 3 hours, with no noticeable loss of water. Test joints under a minimum head of 10 feet of water, except the uppermost section. Test the uppermost section to overflowing.

**END OF SECTION**



**SECTION 221100**  
**PLUMBING PIPING**

**PART 1 GENERAL**

**1.01 RELATED WORK SPECIFIED ELSEWHERE**

- A. Through Penetration Firestops: Section 078400.
- B. Sealants: Section 079200.

**1.02 SUBMITTALS**

- A. Product Data:
  - 1. Catalog sheets and specifications indicating manufacturer name, type, applicable reference standard, schedule, or class for specified pipe and fittings.
  - 2. Material Schedule: Itemize pipe and fitting materials for each specified application in Pipe and Fittings Schedule in Part 3 of this Section. Where optional materials are specified indicate option selected.
- B. Submit an Environmental Product Declaration (EPD) from the manufacturer for steel within this specification section, if available. A statement of the contractor's good faith effort to obtain the EPD shall be provided if not available.
  - 1. Manufacturer-provided EPDs must be Product Specific Type III (Third-Party Reviewed), in adherence with ISO 14025 *Environmental labels and declarations*, ISO 14044 *Environmental management – Life cycle assessment*, and ISO 21930 *Core rules for environmental product declarations of construction products and services*.

**1.03 QUALITY ASSURANCE**

- A. Qualification of Brazers: Comply with the following:
  - 1. The persons performing the brazing and their supervisors shall be personally experienced in brazing procedures.

**PART 2 PRODUCTS**

**2.01 STEEL PIPE AND FITTINGS**

- A. Steel Pipe for Threading: Standard weight, Schedule 40, black or galvanized; ASTM A 53 or ASTM A 135.
- B. Steel Pipe for Roll Grooving: Standard weight, Schedule 40, black or galvanized; ASTM A 53, Grade B, Type F for sizes 3/4 inch to 1-1/2 inch, and Type E or S for sizes 2 inch to 24 inch, or ASTM A 135.
- C. Cast Iron Fittings:
  - 1. Drainage Pattern, Threaded: ASME B16.12.

- 2. Steam Pattern, Threaded: ASME B16.4.
  - a. Standard Weight: Class 125.
  - b. Extra Heavy Weight: Class 250.
- 3. Flanged Fittings and Threaded Flanges: ASME B16.1.
  - a. Standard Weight: Class 125.
  - b. Extra Heavy: Class 250.
- D. Unions: Malleable iron, 250 lb class, brass to iron or brass to brass seats.
- E. Couplings: Same material and pressure rating as adjoining pipe, conforming to standards for fittings in such pipe. Use taper tapped threaded type in screwed pipe systems operating in excess of 15 psig.
- F. Nipples: Same material and strength as adjoining pipe, except nipples having a length of less than one inch between threads shall be extra heavy.

## **2.02 CAST IRON PIPE AND FITTINGS**

- A. Bell and Spigot Soil Pipe: Service Weight, Bitumin coated; ASTM A 74.
- B. Bell and Spigot Soil Pipe Fittings: Service Weight, Bitumin coated; ASTM A 74.
- C. Hubless Pipe: Bitumin coated; Cast Iron Soil Pipe Institute Standard No. 301.
- D. Hubless Pipe Fittings: Drainage Pattern, Bitumin coated; Cast Iron Soil Pipe Institute Standard No. 301.
- E. Hubless Joint Couplings: Stainless steel shield and clamp assembly, and elastomer sealing sleeve; CISPI-310.
- F. Water Pipe Fittings: Bitumin coated, cement-mortar lined; AWWA C110.

## **2.03 DUCTILE IRON PIPE AND FITTINGS**

- A. Water Pipe: Bitumin coated and cement-mortar lined; AWWA C151.
  - 1. 3 and 4 Inch Sizes: Class 51.
  - 2. 6 inch Size and Over: Class 50.
- B. Fittings: Bitumin coated and cement-mortar lined; AWWA C110.

## **2.04 COUPLINGS AND FITTINGS FOR GROOVED END PIPE**

- A. Couplings: Grinnell Corp.'s Rigidlok Fig. 7401, or Victaulic Co.'s Style 107, having minimum pressure rating of:
  - 1. 750 psi from 1-1/2 inch to 4 inch.
  - 2. 700 psi for 6 inch.
  - 3. 600 psi for 8 inch.
- B. Couplings: Gustin-Bacon Inc.'s No. 100 Gruvagrips, or Victaulic Co.'s Style 77, having pressure rating of:

1. 1000 psi for 3/4 inch to 6 inch.
  2. 800 psi for 8 inch to 12 inch.
  3. 300 psi for 14 inch to 24 inch.
- C. Fittings: By same manufacturer as couplings, having pressure ratings equal to or greater than couplings. Comply with the following standards:
1. Steel: ASTM A 53 or A 106, Grade B.
  2. Malleable Iron: ASTM A 47.
  3. Ductile Iron: ASTM A 536.

## **2.05 JOINING AND SEALANT MATERIALS**

- A. Thread Sealant:
1. LA-CO Industries', Slic-Tite Paste with Teflon.
  2. Loctite Corp.'s No. 565 Thread Sealant.
  3. Thread sealants for potable water shall be NSF approved.
- B. Thread Sealant (Natural Gas Piping): Rectorseal Corp.'s T Plus 2 non-hardening pipe dope with teflon.
- C. Solder: Solid wire type conforming to the following:
1. Type 3: Lead-free tin-silver solder (ASTM B 32 Alloy Grade E, AC, or HB); Engelhard Corp.'s Silvacrite 100, Federated Fry Metals' Aqua Clean, or J.W. Harris Co. Inc.'s Stay-Safe Bridgit.
- D. Soldering Flux for Soldered Joints: All-State Welding Products Inc.'s Duzall, Engelhard Corp.'s General Purpose Liquid or Paste, Federated Fry Metals' Water Flow 2000, or J.W. Harris Co. Inc.'s Stay-Clean.
- E. Joint Packing:
1. Oiled Oakum: Manufactured by Nupak of New Orleans, Inc., 931 Daniel St., Kenner, LA 70062, (504) 466-1484.
  2. Acid Resistant Joint Packing: Sealite Inc.'s Red Stripe, Asbestos-Free Acid-Resistant White Oakum, No. 312.
- F. Gaskets For Use With Ductile Iron Water Pipe and Cast Iron Drainage Pipe: Synthetic rubber rings (molded or tubular): Clow Corp.'s Belltite, Tyler Pipe Industries Inc.'s Ty-Seal, or U.S. Pipe and Foundry Co.'s Tyton.
- G. Flange Gasket Material:
1. For Use with Cold Water: 1/16 inch thick rubber.
  2. For Use with Hot Water, Air or Steam: Waterproofed non-asbestos ceramic or mineral fiber, or a combination of metal and water-proofed non-asbestos ceramic or mineral fiber, designed for the temperatures and pressures of the piping systems in which installed.
- H. Gaskets For Use With Grooved End Pipes and Fittings: Type and materials as recommended and furnished by the fitting manufacturer, for the service of piping system in which installed.

- I. Anti-Seize Lubricant: Bostik Inc.'s Never Seez or Dow Corning Corp.'s Molykote 1000.

## **2.06 PACKING MATERIALS FOR BUILDING CONSTRUCTION PENETRATIONS**

- A. Oiled Oakum: Manufactured by Nupak of New Orleans, Inc., 931 Daniel St., Kenner, LA 70062, (504)466-1484.
- B. Mechanical Modular Seals: Thunderline Corp.'s Link Seal wall and floor seals designed for the service of piping system in which installed.

## **2.07 PIPE SLEEVES**

- A. Type A: Schedule 40 steel pipe.
- B. Type B: No. 16 gage galvanized sheet steel.
- C. Type C: Schedule 40 steel pipe with 1/4 inch steel collar continuously welded to pipe sleeve. Size steel collars as required to span a minimum of one cell or corrugation, on all sides of the rough opening thru the metal deck.
- D. Type D: No. 16 gage galvanized sheet steel with 16 gage sheet steel metal collar rigidly secured to sleeve. Size metal collars as required to span a minimum of one cell or corrugation, on all sides of the rough opening thru the metal deck.

## **2.08 FLOOR, WALL AND CEILING PLATES**

- A. Cast Iron or Malleable Iron: Solid type, galvanized finish, with set screw:
  - 1. Model 395 by Anvil International, Portsmouth, NH 03802, (603) 422-8000.
  - 2. Model 900-016XX by Landsdale International, Westville, NJ 08093, (800) 908-0523.

# **PART 3 EXECUTION**

## **3.01 INSTALLATION**

- A. Install piping at approximate locations indicated, and at maximum height.
- B. Install piping clear of door swings, and above sash heads.
- C. Make allowances for expansion and contraction.
- D. Allow for a minimum of one inch free air space around pipe or pipe covering, unless otherwise specified.
- E. Install horizontal piping with a constant pitch, and without sags or humps.
  - 1. Water Piping: Pitch 1/4 inch per 10 feet upward in direction of flow, unless otherwise noted. If it is not possible to maintain constant pitch,

- establish a new low point and continue. At the low point, provide a 1/2 inch drip leg and gate valve with a hose bibb end. Provide an air vent at the high point.
2. Drainage Piping: Pitch 1/4 inch per foot downward, in direction of flow, unless otherwise noted.
  3. Vent Piping: Pitch 1/4 inch per foot upward, unless otherwise noted.
- F. Install vertical piping plumb.
- G. Use fittings for offsets and direction changes, except for Type K soft annealed copper temper water tube.
- H. Cut pipe and tubing ends square; ream before joining.
- I. Threading: Use American Standard Taper Pipe Thread Dies.
1. Thread brass pipe with special brass threading dies.

### **3.02 DRAINAGE SYSTEMS**

- A. Fittings:
1. Use long turn drainage pattern fittings, unless space conditions prohibit their use; in such cases, short turn pattern fittings may be used.
  2. Vertical Offsets: Make vertical offsets with 45 degree elbows, or 1/8 bends.
  3. Tucker Fittings: Tucker fittings may only be installed in vertical piping.
- B. Cleanouts:
1. Install cleanouts with sufficient side and end clearance to allow for the removal of the cleanout plug, and the use of cleaning tools.
  2. Lubricate cleanout plugs with anti-seize lubricant.

### **3.03 PIPE JOINT MAKE-UP**

- A. Threaded Joint: Make up joint with a pipe thread compound applied in accordance with manufacturer's printed application instructions for the intended service.
- B. Soldered Joint: Thoroughly clean tube end and inside of fitting with emery cloth, sand cloth, or wire brush. Apply flux to the pre-cleaned surfaces. Install fitting, heat to soldering temperature, and join the metals with type solder specified. Remove residue.
- C. Flanged Pipe Joint:
1. Install threaded companion flanges on steel pipe; flanges on galvanized pipe are not required to be galvanized.
  2. Provide a gasket for each joint.
    - a.
    - b.
  3. Coat bolt threads and nuts with anti-seize lubricant before making up joint.

- D. Calked Joint: Pack hub with joint packing specified, and calk. Run 12 ounces molten lead for each inch of pipe diameter. Calk cooled lead ring and face off smoothly.
- E. Rubber Ring Push-on Joint: Clean hub, bevel spigot, and make up joint with lubricated gasket in conformance with the manufacturer's printed installation instructions.
- F. Grooved Pipe Joint: Roll groove pipe ends, make up joint with grooved end fittings and couplings, in conformance with the manufacturer's printed installation instructions.
  - 1. Cut grooved end piping is not acceptable.
- G. Hubless CI Pipe Joint: Make up joint with hubless fitting and couplings, in conformance with the manufacturer's printed installation instructions.
- H. Mechanical Joint: Make up joint in conformance with the manufacturer's printed installation instructions, with particular reference to tightening of bolts.
- I. Dissimilar Pipe Joint:
  - 1. Joining Bell and Spigot and Threaded Pipe: Install a half coupling on the pipe or tube end to form a spigot, and calk into the cast iron bell.
  - 2. Joining Dissimilar Threaded Piping: Make up connection with a threaded coupling or with companion flanges.
  - 3. Joining Dissimilar Non-Threaded Piping: Make up connection with adapters recommended by the manufacturers of the piping to be joined.
  - 4. Joining Galvanized Steel Pipe and Copper Tubing: Make up connection with a dielectric connector.
  - 5. Joining FRP and Threaded Pipe: Make up connection with adapters as recommended by manufacturers of piping being joined.

### 3.04 PIPING PENETRATIONS

- A. Sleeve Schedule: Unless otherwise shown, comply with the following schedule for the type of sleeve to be used where piping penetrates wall or floor construction:

	CONSTRUCTION	SLEEVE TYPE
1.	Frame construction.	None Required
2.	Foundation walls.	A*
14.	Non-metal roof decks.	A
17.	Waterproof walls.	A

\*Core drilling is permissible in lieu of sleeves where marked with asterisks.

- B. Diameter of Sleeves and Core Drilled Holes:
  - 1. Unless otherwise specified, size holes thru floors and walls in accordance with the through penetration fire stopping system being used.

2. Size holes thru exterior walls or waterproofed walls above inside earth or finished floors, and exterior concrete slabs in accordance with the following:
    - a. Uninsulated (Bare) Pipe: Inside diameter of sleeve or core drilled hole 1/2 inch greater than outside diameter of pipe, unless otherwise specified.
    - b. Insulated Pipe: Inside diameter of sleeve or core drilled hole 1/2 inch greater than outside diameter of insulation, unless otherwise specified.
    - c. Mechanical Modular Seals: Size holes in accordance with the manufacturer's recommendations.
  3. Size holes for sprinkler and fire standpipe piping in accordance with NFPA 13.
- C. Length of Sleeves (except as shown otherwise on Drawings):
1. Walls and Partitions: Equal in length to total finished thickness of wall or partition.
  4. Roofs: Equal in length to the total thickness of roof construction, including insulation and roofing materials, and extending one inch above the finished roof level.
- D. Packing of Sleeves and Core Drilled Holes:
1. Unless otherwise specified, pack sleeves or cored drilled holes in accordance with Section 078400 - FIRESTOPPING.
  2. Pack sleeves in exterior walls or waterproofed walls above inside earth or finished floors with oakum to within 1/2 inch of each wall face, and finish both sides with Type 1C (one part) sealant. See Section 079200.
    - a. Mechanical modular seals may be used in lieu of packing and sealant for sleeves and core drilled holes.

### **3.05 FLOOR, WALL AND CEILING PLATES**

- A. Install plates for exposed uninsulated piping passing thru floors, walls, ceilings, and exterior concrete slabs as follows:
2. Unfinished Spaces (Including Exterior Concrete Slabs): Solid, unplated cast iron.
  3. Fasten plates with set screws.
  4. Plates are not required in pipe shafts or furred spaces.

### **3.06 PIPE AND FITTING SCHEDULE**

- A. Where options are given, choose only one option for each piping service. No deviations from the selected option will be allowed.
- B. Drainage (Storm) Above Ground:
1. Option No. 1: Standard weight galvanized steel pipe, with galvanized cast iron drainage pattern fittings, and threaded joints.

2. Option No. 2: Standard weight galvanized steel pipe, with roll grooved ends, grooved pipe fittings and couplings of coated ductile iron or hot dipped galvanized malleable iron.
3. Option No. 3: Service weight, coated, cast iron bell and spigot pipe and fittings, with calked joints.
4. Option No. 4: Service weight, coated, cast iron bell and spigot pipe and fittings, with rubber ring push-on joints.
5. Option No. 5: Hubless, coated, cast iron pipe, fittings and joint couplings.

**END OF SECTION**



## **SECTION 221426**

### **ROOF DRAINS**

#### **PART 1 GENERAL**

##### **1.01 PRODUCTS NOT PROVIDED UNDER THIS SECTION**

- A. Flashing and Trim: Construction Work Contract.
- B. Openings in Steel, Precast Concrete and Prestressed Concrete Deck Units: Construction Work Contract.

##### **1.02 REFERENCES**

- A. Unless otherwise specified, the Work of this Section shall meet the applicable requirements of ASME A112.21.2 - Roof Drains.

##### **1.03 SUBMITTALS**

- A. Product Data: Catalog sheets, specifications and installation instructions.
- B. Contract Closeout Submittals:
  - 1. Operation and Maintenance Data: Deliver 2 copies, covering the installed products, to the Director's Representative.

##### **1.04 MAINTENANCE**

- A. Special Tools: Deliver to the Director's Representative.
  - 1. Tools for Vandal Resistant Fasteners: One for each type and size.

#### **PART 2 PRODUCTS**

##### **2.01 ROOF DRAINS**

- A. Drain Body: Coated cast iron, large size sump, minimum 15 inch dia, with integral bosses or lugs drilled and tapped for fastening flashing clamp and underdeck clamp, corrosion resistant bolts, bottom outlet, and connection to match piping option selected.
- B. Flashing Clamp: Coated cast iron, non-puncturing type compression ring with integral, notched gravel stop and dome locking receiver.
- C. Dome Strainer: Coated cast iron, low profile type, with narrow vertical slotted openings, bayonet locking flange, secured with stainless steel vandal resistant fasteners.
  - 1. Minimum Dome Strainer Opening Area:

<b>CONNECTING PIPE SIZES (Inches Nominal)</b>	<b>DOMESTRAINER FREE AREA (Square inches)</b>
2	18
3	25
4	36
5	50
6	70

- D. Acceptable Drain Series: Josam 21500, Smith 1010, Wade W3000, and Zurn Z100.

## **2.02 FASTENERS**

- A. Corrosion Resistant Fasteners: Brass, bronze, or Type 302 or 304 stainless steel bolts acceptable.
- B. Vandal Resistant Fasteners: Torx head with center pin.
- C. Anti-Seize Lubricant: Never-Seez by Bostik Chemical Group, Broadview, IL; Molycote 1000 by Dow Corning Corp, Midland, MI; Anti-Seize Lubricant by Loctite Corp, Newington, CT.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install the Work of this Section in accordance with manufacturer's printed installation instructions, unless otherwise specified.
- B. Coordinate drain installation with deck and roofing Work.
- C. Unless otherwise indicated by dimensions on the Drawings, locate drains as follows:
1. Place drains minimum 3 feet away from items on roof (parapets, walls, gravelstops, pipes, vents, scuttles, equipment and curbs, etc.) to allow for flashing.
  2. Install drains at low points of roof deck and where normal deck deflection will be at its maximum.
- D. Drains in Cast Concrete: Set and securely brace drain body so that sump flange is level with, or slightly below surface of concrete.
- E. Fasteners:
1. Coat bolt threads with anti-seize lubricant before final installation.
  2. Secure external components in place with vandal resistant fasteners or devices which cannot be removed without special tools.

**END OF SECTION**

## SECTION 347115

### STEEL PIPE BOLLARDS

#### PART 1 GENERAL

##### 1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. Cast-in-Place Concrete: Section 033000 or 033001.

##### 1.02 REFERENCES

- A. Standard: American Concrete Institute, ACI 301- 89, for concrete Work of this Section, unless otherwise indicated on the Drawings or specified.

##### 1.03 SUBMITTALS

- A. Product Data: Manufacturer's name, specifications, and installation instructions, for each item specified.
- B. Shop Drawings: Show installation details.
- C. Submit an Environmental Product Declaration (EPD) from the manufacturer for steel within this specification section, if available. A statement of the contractor's good faith effort to obtain the EPD shall be provided if not available.
  - 1. Manufacturer-provided EPDs must be Product Specific Type III (Third-Party Reviewed), in adherence with ISO 14025 *Environmental labels and declarations*, ISO 14044 *Environmental management – Life cycle assessment*, and ISO 21930 *Core rules for environmental product declarations of construction products and services*.

#### PART 2 PRODUCTS

##### 2.01 MATERIALS

- A. Steel Pipe: Standard weight, Schedule 40, black or galvanized; ASTM A 53 or ASTM A 135.
- B. Concrete: Normal weight 4000 psi, air entrained 6 percent plus or minus 1 percent. Mix in accordance with Method No. 1, 6 bags per cu yd min, allowable slump 2 to 4 inches.
- C. Bumper Post Sleeve: Model 1737 by Eagle Manufacturing Company, 2400 Charles Street, Wellsburg, WV 26070, (304) 737-3171, [www.eagle-mfg.com](http://www.eagle-mfg.com).
  - 1. Color: Yellow.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Set pipe in center of hole and brace plumb.
- B. Fill annular space around pipe with concrete.
- C. Remove braces after concrete has set.
- D. Install bumper post sleeve in accordance with the manufacturer's printed instructions.
- E. Install two Torx center pin security machine screws at the base of the bumper post sleeve to fasten sleeve to steel pipe.

**END OF SECTION**

## STATEMENT OF SPECIAL INSPECTIONS

Project No.: Q1858

Instructions: BCNYS Section 1704.2.3 requires the project Design Professional to complete the Statement of Special Inspections as a condition for issuance of the Construction Permit. Complete each section of this form as applicable, and submit it to the Code Compliance Manager with the Summary of Special Inspections (BDC 406).

### PROJECT INFORMATION:

Project Description: <i>(Project Title, Facility Name and Address)</i> Replace Roofs Region 8 DOT, Newburgh, NY 112 Dickson Street Newburgh, NY 12550	
Business Unit: OGS Design & Construction - Division of Design	
Team Leader: Michael McCullen	

### DESIGNER INFORMATION:

Architect/Engineer/Consultant: Fellenzer Engineering , LLP	
Name of Person Completing Form: <i>(if different from above)</i> Sharon Lyons	
Phone: 845-343-1481	Date: 2-15-24

### CONSTRUCTION INFORMATION:

Engineer- In-Charge: John D. Fellenzer	Region: 8
Name of Person Completing Form: <i>(if different from above)</i>	
Phone:	Date:

Comments:	
-----------	--

Check if Required	INSPECTION AND TESTING Continuous and Periodic as defined by the BCNYS	Continuous	Periodic	REFERENCE STANDARD	BCNYS REFERENCE	SPEC SECTION	COMMENTS	REGIONAL INSPECTION ASSIGNMENTS
	<b>A. Steel Construction</b>				1705.2			
<input type="checkbox"/>	1. Structural steel.	<input type="checkbox"/>	<input type="checkbox"/>	AISC 360 Chapter N.5	1705.2, 1705.2.1			
<input type="checkbox"/>	2. Cold-formed steel deck.		<input type="checkbox"/>	SDI QA/QC 2011	1705.2, 1705.2.2			
<input type="checkbox"/>	3. Installation of open-web steel joist and joist girders.		<input type="checkbox"/>	SJI specification (Section 2207.1)	1705.2, 1705.2.3, 1705.2.4			
	<b>B. Concrete Construction</b>				1705.3			
<input type="checkbox"/>	1. Inspection of reinforcing steel, including prestressing tendons, and placement.		<input type="checkbox"/>	ACI 318: Ch. 20, 25.2, 25.3, 26.6.1-26.6.3	1705.3, 1908.4			

Check if Required	INSPECTION AND TESTING Continuous and Periodic as defined by the BCNYS	Continuous	Periodic	REFERENCE STANDARD	BCNYS REFERENCE	SPEC SECTION	COMMENTS	REGIONAL INSPECTION ASSIGNMENTS
	<b>B. Concrete Construction</b>				1705.3			
<input type="checkbox"/>	2a. Reinforcing bar welding - Weldability of reinforcing bars other than ASTM A706.	<input type="checkbox"/>	<input type="checkbox"/>	AWS D1.4; ACI 318: 26.6.4	1705.3, 1705.3.1			
<input type="checkbox"/>	2b. Reinforcing bar welding - Single-pass fillet welds, maximum 5/16 inches.	<input type="checkbox"/>	<input type="checkbox"/>	AWS D1.4; ACI 318: 26.6.4	1705.3, 1705.3.1			
<input type="checkbox"/>	2c. Reinforcing bar welding - All other welds.	<input type="checkbox"/>		AWS D1.4; ACI 318: 26.6.4	1705.3, 1705.3.1			
<input type="checkbox"/>	3. Cast in concrete anchorage.	<input type="checkbox"/>	<input type="checkbox"/>	ACI 318: 17.8.2	1705.3			
<input type="checkbox"/>	4a. Post installed concrete members - Adhesive anchors installed horizontally or upwardly inclined to resist sustained tension loads.	<input type="checkbox"/>		ACI 318: 17.8.2.4	1705.3			
<input type="checkbox"/>	4b. Post installed concrete members - Mechanical anchors and adhesive anchors not defined in 4.a.	<input type="checkbox"/>	<input type="checkbox"/>	ACI 318: 17.8.2				
<input type="checkbox"/>	5. Verify use of required design mix.	<input type="checkbox"/>	<input type="checkbox"/>	ACI 318: Ch. 19, 26.4.3, 26.4.4	1705.3, 1904.1, 1904.2, 1908.2, 1908.3			
<input type="checkbox"/>	6. Sampling fresh concrete: slump, air content, temperature, strength test specimens.	<input type="checkbox"/>		ASTM C 172, ASTM C31; ACI 318: 26.4, 26.12	1705.3, 1908.10			
<input type="checkbox"/>	7. Inspect concrete and shotcrete placement for proper application techniques.	<input type="checkbox"/>		ACI 318: 26.5	1705.3, 1908.6, 1908.7, 1908.8			
<input type="checkbox"/>	8. Inspection for maintenance of specified curing temperature and techniques.	<input type="checkbox"/>	<input type="checkbox"/>	ACI 318: 26.5.3-26.5.5	1705.3, 1908.9			
<input type="checkbox"/>	9. Inspection of prestressed concrete.	<input type="checkbox"/>		ACI 318: 26.10	1705.3			

Check if Required	INSPECTION AND TESTING Continuous and Periodic as defined by the BCNYS	Continuous	Periodic	REFERENCE STANDARD	BCNYS REFERENCE	SPEC SECTION	COMMENTS	REGIONAL INSPECTION ASSIGNMENTS
<input type="checkbox"/>	10. Erection of precast concrete members.		<input type="checkbox"/>	ACI 318: Ch. 26.8	1705.3			
<input type="checkbox"/>	11. Verification of in-situ concrete strength prior to stressing of tendons in post-tensioned concrete and prior to removal of shores and forms from beams and slabs.		<input type="checkbox"/>	ACI 318: 26.11.2	1705.3			
<input type="checkbox"/>	12. Inspect formwork for shape, location and dimensions of the concrete member being formed.		<input type="checkbox"/>	ACI 318: 26.11.1.2(b)				
<input type="checkbox"/>	13. Material Tests – In absence of sufficient data or documentation for materials.		<input type="checkbox"/>	ACI 318 Ch. 19 and 20				
	<b>C. Masonry Construction</b>				1705.4			
<input type="checkbox"/>	1. Masonry construction.	<input type="checkbox"/>	<input type="checkbox"/>	ACI 530/ ASCE 5/TMS 402 and ACI 530.1/ ASCE 6/TMS 602 Ch. 3	1705.4			
<input type="checkbox"/>	2. Empirically designed masonry, glass unit masonry and masonry veneer in Risk Category IV.		<input type="checkbox"/>	TMS 402/ ACI 530/ ASCE 5 Level B Ch. 3	1705.4.1, 2109, 2110, or Ch. 14			
<input type="checkbox"/>	3. Vertical masonry foundation elements.	<input type="checkbox"/>	<input type="checkbox"/>		1705.4, 1705.4.2			
	<b>D. Wood Construction</b>				1705.5			
<input type="checkbox"/>	1. Wood construction- Fabrication of wood structural elements and assemblies.		<input type="checkbox"/>		1705.5, 1704.2.5			
<input type="checkbox"/>	2. High-load Diaphragms.		<input type="checkbox"/>		1705.5, 1705.5.1, 2306.2, 1704.2			

Check if Required	INSPECTION AND TESTING Continuous and Periodic as defined by the BCNYS	Continuous	Periodic	REFERENCE STANDARD	BCNYS REFERENCE	SPEC SECTION	COMMENTS	REGIONAL INSPECTION ASSIGNMENTS
<input type="checkbox"/>	<b>D. Wood Construction</b>				1705.5			
<input type="checkbox"/>	3. Metal-plate-connected wood trusses spanning 60 feet or greater (temp. and perm. installation).		<input type="checkbox"/>		1705.5.2			
<input type="checkbox"/>	<b>E. Soils</b>				1705.6			
<input type="checkbox"/>	1. Subgrade inspection.		<input type="checkbox"/>		1705.6			
<input type="checkbox"/>	2. Classification and testing of compacted fill materials.		<input type="checkbox"/>		1705.6			
<input type="checkbox"/>	3. Evaluation of in-place density and lift thickness.	<input type="checkbox"/>			1705.6			
<input type="checkbox"/>	<b>F. Driven Deep Foundations</b> Installation and load tests (if applicable).	<input type="checkbox"/>			1705.7			
<input type="checkbox"/>	<b>G. Cast-In-Place Deep Foundations</b> Installation, end bearing strata, and load tests (if applicable).	<input type="checkbox"/>			1705.8			
<input type="checkbox"/>	<b>H. Helical Pile Foundation</b> Installation and load tests (is applicable).	<input type="checkbox"/>			1705.9			
<input type="checkbox"/>	<b>I. Fabricated Items</b>		<input type="checkbox"/>		1705.10, 1704.2.5			
<input checked="" type="checkbox"/>	<b>J. Wind Resistance</b> Applicable in Exposure Category B with a basic wind speed of 120 mph and Exposure Categories C or D with basic wind speed of 110 mph or greater.				1705.11			
<input type="checkbox"/>	1a. Structural wood - Field gluing operation of elements of main wind force-resisting system (MWRS).	<input type="checkbox"/>			1705.11.1			



Check if Required	INSPECTION AND TESTING Continuous and Periodic as defined by the BCNYS	Continuous	Periodic	REFERENCE STANDARD	BCNYS REFERENCE	SPEC SECTION	COMMENTS	REGIONAL INSPECTION ASSIGNMENTS
<input type="checkbox"/>	<b>J. Wind Resistance</b> Applicable in Exposure Category B with a basic wind speed of 120 mph and Exposure Categories C or D with basic wind speed of 110 mph or greater.				1705.11			
<input type="checkbox"/>	1a. Field Gluing	<input type="checkbox"/>			1705.11.1			
<input type="checkbox"/>	1b. Structural wood - Nailing, bolting, anchoring, and fastening elements of the MWRS.		<input type="checkbox"/>		1705.11.1			
<input type="checkbox"/>	2a. Cold formed steel - Welding operations of elements of MWRS.		<input type="checkbox"/>		1705.11.2			
<input type="checkbox"/>	2b. Cold formed steel - Screw attachments, bolting, anchoring, and fastening of elements of MWRS.		<input type="checkbox"/>		1705.11.2			
<input checked="" type="checkbox"/>	3. Wind-resisting components – Roof covering, roof deck, and roof framing connections. Exterior wall covering and wall connections to roof and floor diaphragms and framing.		<input checked="" type="checkbox"/>		1705.11, 1705.11.3	07 53 23 Adhered EPDM Roofing Systems		
<input type="checkbox"/>	<b>K. Special Inspections for Seismic Resistance</b> Applicable to specific structures, systems, and components.				1705.12			
<input type="checkbox"/>	1. Structural steel - Seismic force-resisting systems & elements.	<input type="checkbox"/>		AISC 341 Ch. J	1705.12.1.1 or 1705.12.1.2			
<input type="checkbox"/>	2a. Structural wood - Field gluing operation of elements of seismic force- resisting system (SFRS).	<input type="checkbox"/>			1705.12.2			
<input type="checkbox"/>	2b. Structural wood - Nailing, bolting, anchoring, and fastening of elements of SFRS.		<input type="checkbox"/>		1705.12.2			

Check if Required	INSPECTION AND TESTING Continuous and Periodic as defined by the BCNYS	Continuous	Periodic	REFERENCE STANDARD	BCNYS REFERENCE	SPEC SECTION	COMMENTS	REGIONAL INSPECTION ASSIGNMENTS
	<b>K. Special Inspections for Seismic Resistance</b> Applicable to specific structures, systems, and components.				1705.12			
<input type="checkbox"/>	3. Cold-formed steel framing – welding and fasteners.		<input type="checkbox"/>		1705.12.3			
<input type="checkbox"/>	4. Designated seismic systems – verify that label, anchorage, and mounting conforms to the certificate of compliance.		<input type="checkbox"/>	ASCE 7 Section 13.2.2	1705.12.4			
<input type="checkbox"/>	5. Architectural components.		<input type="checkbox"/>		1705.12.5			
<input type="checkbox"/>	6. Plumbing, Mechanical and electrical components.		<input type="checkbox"/>		1705.12.6			
<input type="checkbox"/>	7. Storage racks and access floors.		<input type="checkbox"/>		1705.12.7,			
<input type="checkbox"/>	8. Seismic isolation systems.		<input type="checkbox"/>		1705.12.8			
<input type="checkbox"/>	9. Cold-formed steel special bolted moment frames.		<input type="checkbox"/>		1705.12.9			
<input type="checkbox"/>	<b>L. Structural Testing for Seismic Resistance</b> Applicable to specific structures, systems, and components.				1705.13			
<input type="checkbox"/>	1. Structural steel.	<input type="checkbox"/>	<input type="checkbox"/>	AISC 341 Ch. J	1705.13.1			
<input type="checkbox"/>	2. Nonstructural components.		<input type="checkbox"/>	ASCE 7 Section 13.2.1	1705.13.2			
<input type="checkbox"/>	3. Designated seismic systems.		<input type="checkbox"/>	ASCE 7 Section 13.2.2	1705.13.3			

Check if Required	INSPECTION AND TESTING Continuous and Periodic as defined by the BCNYS	Continuous	Periodic	REFERENCE STANDARD	BCNYS REFERENCE	SPEC SECTION	COMMENTS	REGIONAL INSPECTION ASSIGNMENTS
	<b>L. Structural Testing for Seismic Resistance</b> Applicable to specific structures, systems, and components.				1705.13			
<input type="checkbox"/>	4. Seismic isolation systems.		<input type="checkbox"/>	ASCE 7 Section 17.8	1705.13.4			
	<b>M. Sprayed Fire-Resistant Materials [BF]</b>				1705.14			
<input type="checkbox"/>	1. Physical and visual tests.		<input type="checkbox"/>		1705.14.1			
<input type="checkbox"/>	2. Structural member surface conditions.		<input type="checkbox"/>		1705.14.2			
<input type="checkbox"/>	3. Application.		<input type="checkbox"/>		1705.14.3			
<input type="checkbox"/>	4. Thickness.		<input type="checkbox"/>	ASTM E 605	1705.14.4			
<input type="checkbox"/>	5. Density.		<input type="checkbox"/>	ASTM E 605	1705.14.5			
<input type="checkbox"/>	6. Bond strength.		<input type="checkbox"/>	ASTM E 736	1705.14.6			
<input type="checkbox"/>	<b>N. Mastic and Intumescent Fire-Resistant Coatings [BF]</b>		<input type="checkbox"/>	AWCI 12-B	1705.15			
<input type="checkbox"/>	<b>O. Exterior Insulation and Finish Systems (EIFS)</b>		<input type="checkbox"/>	ASTM E2570	1705.16			
<input type="checkbox"/>	<b>P. Fire-Resistant Penetrations and Joints [BF]</b> High rise building or buildings assigned to risk category III or IV		<input type="checkbox"/>	ASTM E2174 ASTM E2393	1705.17			
<input type="checkbox"/>	<b>Q. Testing for Smoking Control [F]</b>		<input type="checkbox"/>		1705.18			



Office of  
General Services

Office of Minority and Women-Owned  
Business Enterprises

Design and Construction

AN ISO 9001:2015 CERTIFIED ORGANIZATION

Office of Minority and Women-Owned Business Enterprises, 29<sup>th</sup> Floor, Corning Tower  
The Governor Nelson A. Rockefeller Empire State Plaza  
Albany, New York 12242

Phone: (518) 486-9284

FAX: (518) 486-9285

## CONTRACTOR'S MWBE UTILIZATION PLAN

☐ Revised Plan

Contract No.: \_\_\_\_\_

REMINDER: Utilize the New York State Contract System located at <https://ny.newmycontracts.com/Default.asp?TN=ny&XID=8353> to report MWBE payments on a monthly basis. Making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward MWBE utilization.

Contractor's Name, Address and Federal ID No.:	Contract Description/Location:		Date Proposal Approved:	Date Printed:	Bid Date:	<b>MWBE GOALS</b>	
						MBE%	WBE%
Federal ID No.:	Work/Job Order:		OGS Project Number:	Work Order Value:	Contract Amount:		
Certified MBE/WBE Name, Address and Phone No.	MBE	WBE	Description of Subcontracting/Supplies	Anticipated performance/purchase date(s)	Dollar Value of Subcontract/Supplies	FOR OGS USE ONLY	SEE BDC 328.1
Federal ID No.:	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>
Federal ID No.:	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>
Federal ID No.:	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>
Federal ID No.:	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>

Pursuant to Executive Law Article 15-A, my firm will engage in a good faith effort to achieve the MWBE goals on this contract.

Contractor's Signature:

Enter Name:

Title:

E-Mail Address:

Date:

Contractor's Comments:

### FOR OGS USE ONLY

☐ Accepted

☐ Accepted as Noted

☐ Notice of Deficiency Issued

MBE % \_\_\_\_\_ MBE \$ \_\_\_\_\_ WBE % \_\_\_\_\_ WBE \$ \_\_\_\_\_

OGS Authorized Signature:

Enter Name:

Date:



**Office of  
General Services**

**Office of Minority and Women-Owned  
Business Enterprises**

**Design and Construction**

AN ISO 9001:2015 CERTIFIED ORGANIZATION

Office of Minority and Women-Owned Business Enterprises, 29<sup>th</sup> Floor, Coming Tower  
The Governor Nelson A. Rockefeller Empire State Plaza  
Albany, New York 12242

Phone: (518) 486-9284 FAX: (518) 486-9285

## CONTRACTOR'S LIST OF SUBCONTRACTORS/SUPPLIERS

Contract No. \_\_\_\_\_

Contractor's Name, Address and Federal ID No.:		Project Description/Location:		Date Submitted:		Bid Date:		MWBE Goals		SDVOB Goal
								MBE	WBE	
Federal ID No.:		<input type="checkbox"/> Construction Contracts Exceeding \$100,000 <input type="checkbox"/> Commodity or Service Contracts Exceeding \$25,000		Submittal No.:		Contract Amount:				
Date Proposal Approved:		Date Printed:		OGS Project Number:		Work/Job Order:		Work Order Value:		
Subcontractor/Supplier Name, Address, Phone No. and Federal ID No. <i>(Do not list information previously submitted.)</i>		Sub/Supplier <i>(Check One)</i>		MBE	WBE	SDVOB	General Description of Work	Subcontractor/ Supplier Dollar Value	OGS Use Only	
		Sub	Supplier							
Federal ID No.:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Federal ID No.:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Federal ID No.:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Federal ID No.:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Pursuant to Executive Law Article 15-A and Article 17-B, my firm proposes to use the certified firms listed above.  _____ Contractor's Signature  _____ Title  _____ Date		<b>OGS Use Only</b>  Proposed Goal Attainments: MBE % _____ WBE % _____ SDVOB % _____ <input type="checkbox"/> Accepted <input type="checkbox"/> Accepted as Noted <input type="checkbox"/> Not Accepted  Reason: _____ _____ _____ OGS Authorized Signature _____ Date _____								

**Q1858 - Newburgh DOT - Replace Roof**  
**CONTRACTOR CONSTRUCTION WASTE MANAGEMENT REPORTING FORM (Exhibit "A")**  
 For Waste Generated On-Site

NOTE: FORMATTED FOR 11X17 PAPER SIZE

Company: \_\_\_\_\_

Trade: \_\_\_\_\_

Construction Waste Manager: \_\_\_\_\_

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

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

[illegible]

				#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	
--	--	--	--	---------	--	---------	--	---------	--	---------	--	---------	--	---------	--

**DEFINITIONS:**  
**Recycled Material:** Material that would otherwise be destined for landfill but is diverted from the waste stream, reintroduced as material feedstock and reprocessed into new end products.  
**Reused Material:** Materials that can be reused in their original form without any reprocessing.  
**Composted Material:** Materials considered carbon-rich materials (“browns”), such as brush, felled trees, and stumps, or nitrogen-rich materials (“greens”), such as plantings and shrubs.  
**Universal Waste:** Materials defined as universal waste in Title 40 of the Code of Federal Regulations (CFR) in part 273 such as batteries, pesticides, mercury-containing equipment, lamps, aerosol cans.



1511 Route 22, Suite C24  
Brewster, NY 10509 845.278.7710  
69 State Street, 13<sup>th</sup> Floor  
Albany, NY 12207 518.874.0617  
1967 Wehrle Drive, Suite 3  
Buffalo, NY 14221 716.402.4580  
E-mail: [adelaidemail@adelaidellc.com](mailto:adelaidemail@adelaidellc.com)  
Fax: 845.278.7750

---

## **RENOVATION SURVEY FOR ASBESTOS-CONTAINING MATERIALS, LEAD-BASED PAINT & PCBs**

### **PERFORMED AT:**

DOT Region 8, Orange County  
112 Dickson Street  
Newburgh, New York 12550-5324  
Adelaide Project# OGS:24105.00-IN  
OGS Project# Q1858

### **PREPARED FOR:**

New York State Office of General Services  
Design and Construction  
Project Control, 35th Floor, Corning Tower  
The Governor Nelson A. Rockefeller Empire State Plaza  
Albany, New York 12242

### **PREPARED BY:**

Jason Fullum  
May 14, 2024

### **REVIEWED BY:**

A handwritten signature in blue ink, appearing to read 'Stephanie A. Soter', is written over a light blue rectangular background.

Stephanie A. Soter  
President



## **TABLE OF CONTENTS**

<b>1.0</b>	<b>Introduction</b>	<b>1</b>
1.1	Scope of Work / Project Personnel	1
1.2	Executive Summary	1
1.3	<b>Conclusions and Recommendations</b>	<b>1</b>
1.4	Asbestos-containing Materials (ACM)	2
1.5	Lead-based Paint (LBP)	2
1.6	PolyChlorinated Biphenyls (PCB)	2
<b>2.0</b>	<b>Summary of Hazardous Materials</b>	<b>3</b>
2.1	Summary of Identified ACM/PACM	3
2.2	Summary of Identified Non-ACM	3
2.3	Summary of Identified LBP	3
2.4	Summary of Identified PCB-containing Materials	4
2.5	Observations	4
<b>3.0</b>	<b>Asbestos-containing Materials (ACM)</b>	<b>4</b>
3.1	Field Procedures and Analysis Methodology	4
3.2	Regulatory Guidelines and Requirements of ACM	6
<b>4.0</b>	<b>Lead-based Paint (LBP)</b>	<b>7</b>
4.1	Applicable Standards/Guidelines for LBP	7
4.2	XRF Information	7
<b>5.0</b>	<b>PolyChlorinated Biphenyls (PCB)</b>	<b>8</b>
5.1	Background and Protocol for PCBs	8
<b>6.0</b>	<b>General Discussion</b>	<b>10</b>
<b>7.0</b>	<b>Disclaimers</b>	<b>10</b>

## **APPENDICES**

ACM Location Map(s)	A
Sample Location Map(s)	B
ACM Photo(s)	C
Asbestos Analytical Results	D
XRF Readings	E
PCB Analytical Results	F
Personnel and Laboratory Certifications	G

## 1.0 Introduction

### 1.1 Scope of Work / Project Personnel

Adelaide Environmental Health Associates, Inc. (**Adelaide**) performed an Asbestos, Lead and PCB Survey for Building/Structure Demolition, Renovation, Remodeling and/or Repair, in conformance with ALL Federal, State and Local regulations for New York State Office of General Services (OGS):

<b>SURVEY LOCATION(S):</b>	DOT Region 8, Orange County 112 Dickson Street, Newburgh, New York 12550-5324
<b>OGS PROJECT#</b>	Q1858
<b>SURVEY DATE(S):</b>	May 3, 2024
<b>SCOPE OF WORK:</b>	Roof Replacement
<b>SCOPE OF WORK BUILDING/</b>	Prepared by: Fellenzer Engineering LLP
<b>STRUCTURE PLANS UTILIZED:</b>	Dated: 2/16/2024
<b>CERTIFIED ADELAIDE</b>	Jason Fullum (NYS Asbestos Inspector/Cert. #24-6IUY7-SHAB and
<b>PERSONNEL:</b>	EPA Lead-based Paint Risk Assessor/Cert. #LBP-R-12098-3)
<b>SITE CONTACT(S):</b>	John Roosa

### 1.2 Executive Summary

On May 3, 2024, **Adelaide** inspected the three roofs that will be affected by the proposed scope of work for suspect ACM, LBP and PCBs.

SUSPECT HAZARDOUS MATERIAL	SAMPLE(S)/LAYER(S)/ READING(S) COLLECTED	SAMPLE(S) / HOMOGENEOUS AREA(S) IDENTIFIED POSITIVE
Asbestos-containing Materials (ACM):	32	6
Lead-based Paint (LBP):	6 (plus calibrations)	3
PolyChlorinated Biphenyls (PCB):	2	0

There are **asbestos materials that will be impacted** by this scope of work as described in section 1.1. These materials are listed in section 2.1.

### 1.3 Conclusions and Recommendations

The following conclusions and recommendations are prepared by **Adelaide** as per the provided scope of work for Building/Structure Demolition, Renovation, Remodeling and/or Repair. Should the scope of work change, it is recommended that the findings be revisited to determine if additional sampling will be required to satisfy ALL Federal, State and Local regulations.

The materials sampled, as part of this survey, were limited to building materials potential affected by the provided scope of work only. All building materials outside the scope of work that have the potential to be disturbed, impacted, or if the scope of work is to change, are to be presumed asbestos-containing materials (PACM). Identified PACM **must** either be sampled by a licensed NYS Asbestos Inspector and/or abated/removed and disposed of by a licensed NYS Asbestos Abatement Contractor.

## 1.4 Asbestos-containing Materials (ACM)

- This survey concluded that the materials listed in Section 2.1 tested ***positive for asbestos***.
- There are asbestos materials that will be impacted by this scope of work. These materials are listed in section 2.1. Refer to Appendix A for the approximate location of the above materials in the affected scope of work.
- Subpart 56-5(h) of 12 NYCRR Part 56 requires that no demolition, renovation, remodeling, or repair work be commenced by any owner or the owner's agent prior to the completion of asbestos abatement. Asbestos abatement must be performed by an asbestos abatement contractor that maintains a current asbestos handling license and employs NYSDOL/NYCDEP certified asbestos handlers and supervisors. It is recommended that a 12 NYCRR 56 certified Project Monitor oversee abatement activities.
- Subpart 56-5(g) of 12 NYCRR Part 56 specifies requirements for transmittal of asbestos survey information by the owner or owner's agent. (1) One copy of the asbestos survey report shall be sent to the local government entity charged with issuing a permit for such demolition, renovation, remodeling, or repair work under applicable State or local laws. (2) If controlled demolition or pre-demolition activities will be performed, one copy of the asbestos survey report shall be submitted to the appropriate Asbestos Control Bureau district office. (3) One copy of the asbestos survey report must be kept on the construction site throughout the duration of the asbestos project and any associated demolition, renovation, remodeling, or repair project.

## 1.5 Lead-based Paint (LBP)

- This survey concluded that the readings summarized in Section 2.3 and Appendix E tested ***positive for lead-based paint***.
- These areas must be either abated or Lead safe work practices must be implemented during the demolition, renovation, remodeling, or repair activities if these areas are to be disturbed.

## 1.6 PolyChlorinated Biphenyls (PCB)

- This survey concluded that the materials listed in Section 2.4 and Appendix F tested ***negative for PCBs***.

## 2.0 Summary of Hazardous Materials

### 2.1 Summary of Identified ACM/PACM

**KEY:** **ACM** = Materials containing greater than 1% of asbestos; **HA** = Homogeneous Area; **LF** = Linear Feet; **SF** = Square Feet; **PACM** = Presumed Asbestos-containing Materials; **Friable** = ACM capable of being released into air, and which can be crumbled, pulverized, powdered, crushed or exposed by hand-pressure; <sup>A</sup> = Material is considered non-friable solely in an intact and undisturbed state, however, may be rendered friable if pulverized or crumbled while in dry state.

Samples collected by **Adelaide** May 3, 2024

HA	Identified ACM	ACM Location(s)	Approx. Qty.	Condition	Friable? (Yes or No)
6	Flashing Tar	Three Roofs	1,000 SF	Damaged	No
8	Black Repair Tar	Office Roof	150 SF	Damaged	No
9	Roof Drain Tar	6 Roof Drains	24 SF	Damaged	No
10	Pitch Pocket Tar	Mechanic Roof	2 SF	Damaged	No
14	Roof Drain Insulation	Roof Drain Pipes	30 LF	Good	Yes
15	Roof Drain Fittings	Roof Drain Pipes	12 Fittings	Good	Yes

### 2.2 Summary of Identified Non-ACM

Samples collected by **Adelaide** May 3, 2024

Identified Non-ACM	Sample Location(s)
Main Field – Top Layer, Perlite Insulation, Felt, Asphalt on Deck, Concrete Deck	Three Roofs
Silver Repair Tar	
Sealant Above Counterflashing	
White Sealant Between Metal Panels	
Brick Mortar	

### 2.3 Summary of Identified LBP

Based on review of the data generated by the Viken Pb200e X-Ray Fluorescence (XRF) Analyzer(s), the following surfaces tested were identified as lead-based, as defined by HUD/EPA (equal to or in excess of 1.0 milligram per square centimeter):

Readings collected by **Adelaide** May 3, 2024

Location of LBP	LBP Component	Substrate	Color	Condition	Readings (mg/cm <sup>2</sup> )
Exterior	Corner Guard	Metal	Yellow	Intact	11.6
Exterior	Corner Guard	Metal	Yellow	Intact	14.4
Exterior	Corner Guard	Metal	Yellow	Intact	3.4

## 2.4 Summary of Identified PCB-containing Materials

Samples collected by **Adelaide** May 3, 2024

Sample #	Location / Description	Material Matrix	Substrate	Approx. Qty.	Analytical Result
NO PCB-containing materials were identified above the USEPA 40 CFR 761 threshold of 50 ppm(mg/kg) of samples collected/analyzed in reference to the above-mentioned scope of work.					

## 2.5 Observations

### SUSPECT ASBESTOS-CONTAINING MATERIALS (ACM)

A visual inspection was performed, and homogeneous material types were established based on appearance, color and texture. The findings presented in this report are based upon reasonably available information and observed site conditions at the time the assessment was performed. The findings and conclusions of this report are not meant to be indicative of future conditions at the site and does not warrant against conditions that were not evident from visual observations or historical information obtained from others.

On May 3, 2024, representative bulk sampling was performed on suspect building materials for laboratory analysis and the following is a summary of installed building materials sampled as per the scope of work provided:

- Roofing Materials – Roofing Layers, Felt, Concrete Deck, Repair Tars, Sealants, Brick Mortar
- Thermal System Insulation – Pipe Insulation, Mudded Fittings.
- Non-suspect Materials (not sampled) – Silicone, Wood, Glass, Metal.

## 3.0 Asbestos-containing Materials (ACM)

### 3.1 Field Procedures and Analysis Methodology

Guidelines used for the inspection were established by the U.S. Environmental Protection Agency (EPA) in the Guidance for Controlling Asbestos Containing Materials in Buildings, Office of Pesticides and Toxic Substances, DOC# 560/5-85-024 and 40 CFR Part 763, Asbestos Hazard Emergency Response Act (AHERA) and Title 12 NYCRR Part 56-5.1. Field information was organized as per the AHERA concept of a homogeneous area (HA); that is, suspect Asbestos-containing Materials (ACM) with similar age, appearance, and texture were grouped together, sampled and assessed for condition.

For the purposes of this inspection, suspect ACM has been placed in three material categories: thermal, surfacing, and miscellaneous. 1) Surfacing materials are those that are sprayed on, troweled on or otherwise applied to surfaces for fireproofing, acoustical, or decorative purposes (e.g., wall and ceiling plaster). 2) Thermal materials are those applied to heat pipes or other structural components to prevent heat loss or gain or prevent water condensation (e.g., pipe and fitting insulation, duct insulation, boiler flue). 3) Miscellaneous materials are interior building materials on structural components, structural members or fixtures, such as floor and ceiling tiles, etc. and do not include surfacing material or thermal system insulation.

## SURFACING MATERIALS

Surfacing materials were grouped into homogeneous sampling areas. A homogeneous area contains material that is uniform in color and texture and appears identical in every other respect. Materials installed at different times belong to different sampling areas. Homogeneous areas were determined on per floor basis.

The following protocol was used for determining the number of samples to be collected:

- At least three bulk samples were collected from each homogeneous area that is 1,000 square feet or less.
- At least five bulk samples were collected from each homogeneous area that is greater than 1,000 square feet but less than or equal to 5,000 square feet.
- At least seven bulk samples were collected from each homogeneous area that is greater than 5,000 square feet.

## THERMAL SYSTEM INSULATION (TSI)

The concept of homogeneous sampling areas applies equally well to thermal insulation as to surfacing material. A "typical" building may contain multiple insulated pipe runs from any combination of the following categories:

- Hot water supply and/or return
- Cold water supply
- Chilled water supply
- Steam supply and/or return
- Roof or system drain

The following protocol was used for determining the number of samples to be collected.

- Collect at least three bulk samples from each homogeneous area of thermal system insulation.
- Collect at least one bulk sample from each homogeneous area of patched thermal system insulation if the patched section is less than 6 linear or square feet.
- In a manner sufficient to determine whether the material is ACM or not ACM, collect a minimum of three bulk samples from each homogeneous insulated mechanical system tee, elbow, and valve.

Bulk samples are not collected from any homogeneous area where the certified inspector has determined that the thermal system insulation is fiberglass, foam glass, or rubber.

## MISCELLANEOUS MATERIALS

Miscellaneous materials are grouped into different homogeneous areas and at least two bulk samples are collected from each homogeneous area as per the clarification letter from the EPA and the Professional Abatement Contractors of New York, Inc in November of 2007.

Samples collected were analyzed by a laboratory approved under the New York State Department of Health Environmental Laboratory Approval Program (NYSDOH ELAP). Samples were analyzed in the laboratory by Polarized Light Microscopy (PLM), Polarized Light Microscopy-NOB (PLM-NOB) and/or Quantitative Transmission Electron Microscopy (QTEM), as required. Sample collection and laboratory analysis were conducted in compliance with the requirements of Title 12 NYCRR Part 56-5.1, 29 CFR 1926.1101 and standard EPA & OSHA accepted methods. Samples consisting of multiple layers were separated and analyzed independently in the laboratory.

### **3.2 Regulatory Guidelines and Requirements for ACM**

#### **FEDERAL**

In accordance with the Clean Air Act (CAA), the U.S. Environmental Protection Agency (EPA) established National Emission Standards for hazardous Air Pollutants (NESHAP) to protect the public from exposure to airborne pollutants. Asbestos was one of the air pollutants, which was addressed under the NESHAP 40 CFR Part 61. The purpose of asbestos NESHAP regulations is to protect the public health by minimizing the release of asbestos when facilities, which contain ACM, are being renovated or demolished. EPA is responsible for enforcing regulations related to asbestos during renovations and demolition, however, the CAA allows the EPA to delegate this authority to State and Local Agencies. Even after EPA delegate's responsibility to a state or Local agency, EPA retains the authority to oversee agency performance and to enforce NESHAP regulations as appropriate.

#### **NEW YORK STATE**

Asbestos in New York State is regulated under the Labor Law Section 906, Part 56 of Title 12 of the Official Compilation of Codes, Rules, and Regulations. Within the department and for the purpose of the Department of Labor, this part (rule) is known as Industrial Code Rule No. 56 (ICR 56) relating to hazards to the public safety and health, during the removal, encapsulation, or disturbance of friable asbestos, or any handling of ACM that may result in the release of asbestos fiber.

As specified in Title 12 NYCRR Part 56-5.1 (h) and (i), "If the building/structure asbestos survey finds that the portion of the building/structure to be demolished, renovated, remodeled, or have repair work contains ACM, PACM, suspect miscellaneous ACM assumed to be ACM, or asbestos material, which is impacted by the work, the owner or the owner's agent shall conduct, or cause to have conducted, asbestos removal performed by a licensed asbestos abatement contractor in conformance with all standards set forth in this Part. All ACM, PACM, suspect miscellaneous ACM assumed to be ACM, or asbestos material impacted by the demolition, renovation, remodeling or repair project shall be removed as per this Part, prior to access or disturbance by other uncertified trades or personnel. No demolition, renovation, remodeling or repair work shall be commenced by any owner or the owner's agent prior to the completion of the asbestos abatement in accordance with the notification requirements of this Part...All building/structure owners and asbestos abatement contractors on a demolition, renovation, remodeling, or repair project, which includes work covered by this part, shall inform all trades on the work site about PACM, ACM, asbestos material and suspect miscellaneous ACM...Bids may be advertised and contracts awarded for demolition, remodeling, renovation, or repair work, but no work on the current intermediate portion of the project shall commence on the demolition, renovation, remodeling or repair work by any owner or agent prior to completion of all necessary asbestos abatement work for the current intermediate portion of the entire project, in conformance with all standards set forth in this Part." All work conducted should be in accordance with all legal requirements, including but not limited to U.S. Environmental Protection Agency (EPA) National Emissions Standards for Hazardous Air Pollutants (NESHAP) [40 CFR Part 61], New York State Industrial Code Rule 56 Asbestos Regulations (ICR 56) and Chapter 1 of Title 15 of the Rules of the City of New York Regulations, as applicable. Advance notification of the asbestos project to the USEPA, NYSDOL, and NYCDEP may be required.

#### **CONCEALED ACM**

In addition to the ACMs identified at the site, there is a possibility that concealed suspect ACM may exist at the building/structure. As such, if any concealed suspect ACM is encountered during future construction related activities, the work should immediately stop. Prior to resuming the work, the suspect ACM should

either be 1) Sampled by an appropriately-certified asbestos professional and submitted to an Approved NYSDOH ELAP laboratory for asbestos analysis or 2) Presumed to be ACM (PACM) and removed by a licensed asbestos abatement contractor for disposal in accordance with all applicable regulations.

## **4.0 Lead-based Paint (LBP)**

### **4.1 Applicable Standards/Guidelines for LBP**

The U.S Department of Housing and Urban Development (HUD) defines the action level for lead-based paint as a lead content equal to or greater than 1.0 milligrams of lead per square centimeter of painted surface ( $\geq 1.0 \text{ mg Pb/cm}^2$ ) when measured with an XRF analyzer or 0.5 percent by weight when chemically tested. This definition is described in the HUD "Lead-Based Paint: Interim Guidelines for Hazard Identification and Abatement in Public and Indian Housing, September 1990". The state of New York's definition of the action level for lead-based paint is consistent with the level established by HUD.

Please note that although the HUD defines lead-based paint as paint having lead concentrations equal or greater than 1.0 mg/cm<sup>2</sup>, the Occupational Safety and Health Administration (OSHA) considers any concentration of lead in paint to be lead-containing paint. Regardless of the lead concentrations in paint, the contractor shall comply with 29 CFR 1926.62, OSHA regulations, and take precautionary measures for dust control and limit employee exposure to lead dust during the renovations.

Painted surfaces that would be impacted by planned activities such as drilling, cutting, scrapping, etc. and create dust should be properly addressed by following safe work practices, good housekeeping procedures and/or following proper abatement procedures. Grinding and sanding of paint without HEPA filter exhaust, open flame gas fired torch, unconfined abrasive blasting, and chemical strippers containing methylene chloride or other human carcinogenic chemicals are not recommended.

The Federal Resource Conservation and Recovery Act (RCRA) regulation governs the handling, transportation, and disposal of hazardous materials. Every demolition/renovation debris generator has the responsibility to determine whether the debris exhibits one or more of the characteristic wastes listed in subpart C of 40 CFR Part 261. In the case of demolition debris, lead in LBP is a characteristic waste, and therefore, it is the responsibility of the renovation/demolition debris generator to characterize the waste prior to its disposal and, if found to be hazardous waste as defined by Federal Statutes, to be properly handled and disposed.

Metal objects painted with LBP are exempt from disposal regulations applicable to lead, provided they are properly recycled. All metal objects that are painted with LBP should be sent to a certified recycling facility.

This report is not Lead-based Paint abatement specification and should not be used for specifying removal methods or techniques.

### **4.2 XRF Information**

Viken Pb200e X-Ray Fluorescence (XRF) Analyzer(s) were used to survey the building/structure or portion thereof identified to be demolished, renovated, remodeled or repaired for the presence of LBP. The Viken Pb200e XRF Analyzer(s) are using a sealed source of Co-57 with 6mCi sources, meeting HUD requirements for the analysis of paint films. During the analysis, the intensity of the x-rays is converted by the



instrument's internal software into an estimate of the concentration of lead in the substance being analyzed. The results are interpreted as concentrations of lead in milligrams per square centimeter. This device is a field-screening tool, used to collect multiple readings in a short period of time. The method of measurement is based on spectrometric analysis of lead x-ray fluorescence within a controlled depth of interrogation. The reading is an estimate of lead content in all layers of paint. The results are displayed in milligrams per square centimeter (mg/cm<sup>2</sup>). The device(s) used for this inspection were the Viken Pb200e X-Ray Fluorescence (XRF) Analyzer(s) Serial Number 2104, Source date 4/1/23, Serial number 2231, Source date 5/15/22, Serial number 2595, Source date 2/15/23 and/or Serial number 2901, Source date 2/15/23.

## **5.0 PolyChlorinated Biphenyls (PCB)**

### **5.1 Background and Protocol for PCBs**

PolyChlorinated Biphenyls (PCB) are a group of manmade chemicals. PCBs were widely used in building materials and electrical products in the past. The U.S. Environmental Protection Agency banned the manufacturing and certain uses of PCBs in 1978, but buildings constructed or renovated between 1950 and 1978 may still have building materials and electrical products that contain PCBs. Examples of products that may contain PCBs include caulk, paint, glues, plastics, fluorescent lighting ballasts, transformers and capacitors.

PCBs are currently prohibited from being used in caulk and other commodities (U.S. EPA, 40 CFR 761). However, prior to 1977, PCBs were present in some caulking materials used in the construction of schools and other buildings. Studies have shown that concentrations of PCB can exceed 1% (10,000 ppm) by weight in some caulk materials. An investigation of 24 buildings in the Greater Boston Area revealed that one-third of the buildings tested (8 of 24) contained caulking materials with polychlorinated biphenyl (PCB) content exceeding 50 ppm by weight with an average concentration of 15,600 ppm or 1.5% (Herrick et al., 2004). These buildings included schools and other public buildings.

The U.S. EPA regulates the disposal of caulk, as well as soil and other materials contaminated with PCBs from caulk, if the concentration of PCBs exceeds 50 ppm. Such materials must be disposed at an appropriate approved or permitted facility.

U.S. EPA regulation 40 CFR 761 defines "PCB remediation waste" to include contaminated soil, and specifies a clean-up level of <1ppm without further conditions for unrestricted use in "high occupancy areas" (i.e., areas where individuals may be present for 335 hours or more per year). PCB caulk is defined as a PCB bulk product waste, and its disposal is subject to U.S. EPA regulations under the Toxic Substances Control Act (40 CFR761.62).

This protocol has been developed in consultation with the New York State Department of Health, Division of Environmental Health Assessment, Bureau of Toxic Substance Assessment to address concerns about properly managing caulk containing PCBs that will be disturbed during building renovation and maintenance.

### CAULK SAMPLE COLLECTION

Buildings constructed or renovated between 1950 and 1977 have a potential to contain PCBs in existing caulk. Representative samples of caulking materials from these buildings prior to renovation or demolition work should be tested to determine whether the caulk is contaminated with PCBs. Professional judgement should be used to design the sampling plan for characterizing caulk throughout the building. The consultant should pay particular attention to construction and maintenance records and to the appearance of caulking materials (likenesses and differences). Samples should be taken from window frames or expansion joints that have not been repaired or replaced since 1977. Depending on specific information provided in the workplan developed by the project manager, such as window placement, compositing of some caulk samples might be appropriate. Caulk from different time periods or that have a different appearance should not be composited together.

It is important to note that caulk used during the time period of interest may also contain asbestos or lead. Therefore, the work plan should include testing, handling and disposal requirements appropriate for such regulated materials.

### SOIL SAMPLE COLLECTION

Buildings constructed or renovated between 1950 and 1977, which have undergone further renovation after 1977, may have residual PCB contamination in adjacent soils. An adequate representation of surface soils should be tested to assess the potential for residual PCB contamination.

When designing a representative soil sampling plan, the likelihood of soil contamination from deteriorated or deteriorating caulk should be considered. Caulk that has in the past dried out and fallen to the ground is the most important source of soil contamination. Thus, sampling should include soil beneath windows where caulk has obviously deteriorated or been replaced because of previous deterioration. Areas subject to the stress of sun and prevailing weather (typically the southern and western side of each structure) should be included for sampling. These samples would provide a conservative evaluation of soil conditions due to an increased potential for material failure, possibly resulting in contamination of soil. Also, if earlier renovation or demolition work may have stockpiled potentially contaminated caulk in other school areas, the school should consider having soils in those areas tested as well.

Soil sampling should focus on areas of the building where "banks" or "gangs" of windows exist/were replaced and areas of the structure where large expansion joints are located. This would provide a conservative evaluation of potential soil contamination and permit efficient sampling.

Any obvious pieces of caulk encountered during the collection of soil samples should be removed from the soil, categorized (with respect to location and depth) and treated as a separate potential sample.

Depth – At each soil sample location, soil should be collected in depth intervals of 0-2 inches, 2-6 inches and 6-12 inches. The surface soil sample (0-2 inches) should be collected from below the vegetative surface layer, if present.

Distance from Structure – Samples should be collected within 1 foot of the building and 5 feet from the building.

Samples should be collected in a manner that prevents cross-contamination. Augers or driven core samplers should be avoided, as any caulk caught on the edge of this type of tool could be driven to lower intervals. Using a designated trowel for each sample location and each interval of depth is encouraged. If the sampling tool is field cleaned between samples, do so in a manner that does not add solvent contamination to the environment.

#### NOTE

Sampling was performed by **Adelaide** in compliance with protocols outlined by New York State Education Department (NYSED) and USEPA 40 CFR 761, as described above. Only one sample per homogeneous area was required for analysis of suspect PCB-containing materials. Bulk sample(s) were properly packaged and forwarded, with associated Chain of Custody (COC), to a laboratory approved under the New York State Department of Health Environmental Laboratory Approval Program (NYSDOH ELAP), for analysis using method SW846-3550B/8082. The analysis will determine if the suspect material will be classified as PCB-containing at or above 50 ppm or mg/kg as per the EPA regulations. Copies of the analytical results are contained within attached appendices for review.

## **6.0 General Discussion**

All construction personnel as well as individuals who have access to locations where asbestos-containing materials (ACM), lead-based paints (LBP) and/or polychlorinated biphenyls (PCB) exists should be informed of its presence and the proper work practices in these areas. Conspicuous labeling of all ACM is suggested to ensure personnel is adequately informed. Personnel should be informed not to rest, lean or store material or equipment on or near these surfaces and not to cut, saw, drill, sand or disturb ACM. All removal, disturbance, and repair of ACM should be performed in compliance with Title 12 NYCRR Part 56 by persons properly trained to handle ACM. Facility custodial and maintenance personnel should receive training commensurate with their work activities; as defined in 29 CFR 1910.1001.

## **7.0 Disclaimers**

**Adelaide** certifies that the information contained within this report is based solely upon site observations and the results of laboratory analysis for samples collected during this survey/assessment. These observations and results are time dependent, subject to changing site conditions and revisions to Federal, State and Local regulations. **Adelaide** warrants that these findings have been promulgated after being prepared in general accordance with generally accepted practices in the abatement industries. **Adelaide** also recognizes that inspection laboratory data is not usually sufficient to make all abatement and management decisions. No other warranties are expressed or implied.

The materials sampled, as part of this survey, were limited to building materials potential affected by the provided scope of work only. All building materials outside the scope of work that have the potential to be disturbed, impacted, or if the scope of work is to change, are to be presumed asbestos-containing materials (PACM). Identified PACM **must** either be sampled by a licensed NYS Asbestos Inspector and/or abated/removed and disposed of by a licensed NYS Asbestos Abatement Contractor.

Due to the potential for concealed Asbestos-containing Materials (ACM) and/or other regulated materials, this report should not be construed to represent all ACM and/or regulated materials within the site(s). All quantities of ACM and/or other regulated materials identified, and all dimensions listed within this report are approximate and should be verified On-site.

This report is generated for the exclusive use of the client and is not designed to serve as a specification for abatement. The owner is strongly encouraged to contract with a consultant having a current Asbestos Project Designer Certificate as issued by New York State Department of Labor for the preparation of contract specifications, work plans, and/or drawings prior to requesting bids for the abatement or removal of the materials identified in this report.

NYSDOH issued an Interim Guidance Letter, on July 9, 2013, which outlined the approved testing alternative for materials containing vermiculite. Specifically, "...Where TSI, surfacing materials, or other PACM or miscellaneous suspect ACM contain greater than 10% vermiculite, Item 198.6 may be used to evaluate the asbestos content of the material; provided, however, that any test results using this method must be reported with the following conspicuous disclaimer: *"This method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing greater than 10% vermiculite."* On July 22, 2014, NYSDOH issued a Regulatory Guidance Letter outlining the new approved analytical methods for testing sprayed-on fireproofing (SOF) that contains vermiculite. NYSDOH authorized the use of two analytical methods to evaluate the asbestos content of SOF that contains vermiculite. As per NYSDOH Guidelines, *"After October 31, 2014, one of the new methods must be used to test SOF-V, regardless of the percent of vermiculite."* On May 6, 2016, NYSDOH issued a Regulatory Guidance Letter outlining the new protocol for analytical procedure for surfacing materials (ie. plaster, stucco, etc.) that contain vermiculite. As per NYSDOH Guidelines, *"The original July 2013 and July 2014 letters addressed SOF-V only. Both NYS DOH's Item 198.8 and R/L Group Method 055 shall now be applied to test for vermiculite in other Surfacing Material (SM) as defined in 12 NYCRR Part 56 (NYS Industrial Code Rule 56)."*

**APPENDIX A**  
**ACM LOCATION MAP(S)**



1511 Route 22  
Brewster, NY 10509  
Phone: (845) 278-7710  
Fax: (845) 278-7750

**CLIENT:**

**New York State OGS**  
Design and Construction  
Project Control, 35th Floor,  
Corning Tower  
The Governor Nelson A. Rockefeller  
Empire State Plaza  
Albany, New York 12242

**OGS Project # Q1858**

**SURVEY LOCATION:**

**DOT Region 8, Orange County**  
112 Dickson Street  
Newburgh, New York 12550

**DATE:** 5/9/2024

**DRAWING VERSION:** No. 1

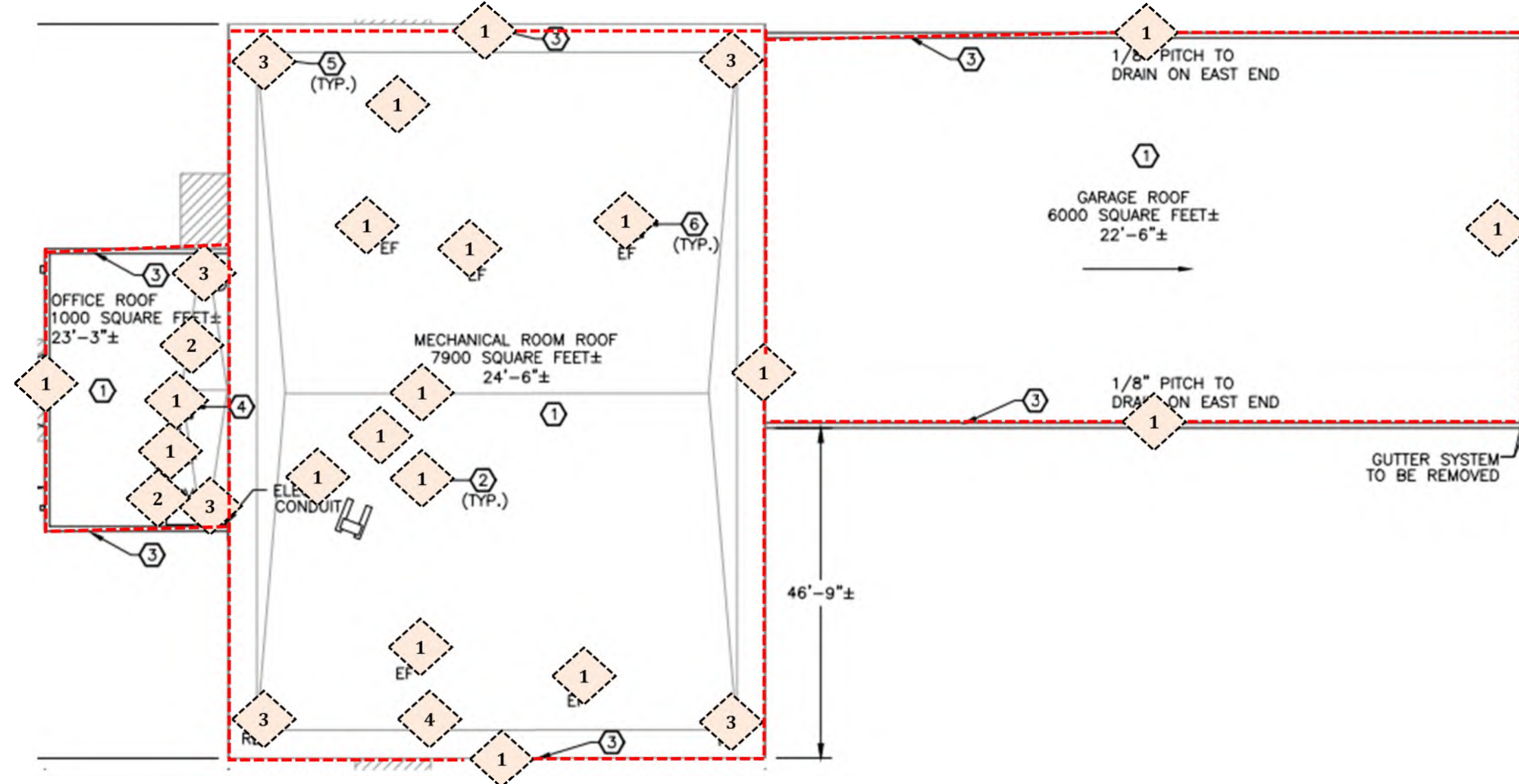
**ISSUED FOR:**

Asbestos Lead PCB Inspection

**ADELAIDE PROJECT NO.:**  
OGS:24105.00-IN

**DRAWING PREPARED BY:**  
JPF

**ASB-01**

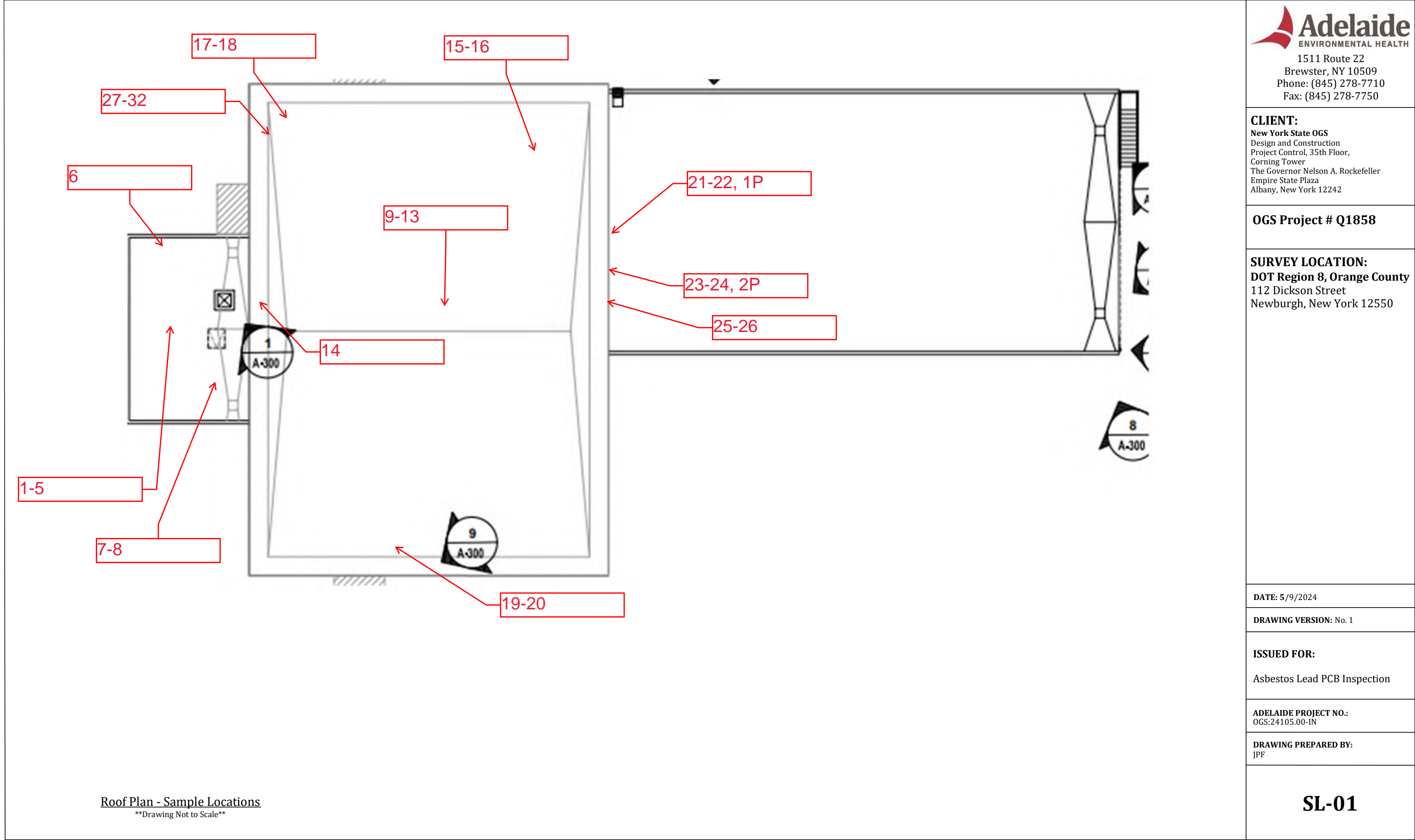


Roof Plan - Asbestos Locations  
\*\*Drawing Not to Scale\*\*

**ACM LEGEND: (see report for details)**

1	Flashing Tar - Perimeter, Vents, Fans
2	Black Repair Tar
3	Roof Drain Tar and Pipe Insulation and Fittings on Interior
4	Pitch Pocket Tar

**APPENDIX B**  
**SAMPLE LOCATION MAP(S)**





**APPENDIX C**  
**ACM PHOTO(S)**

HA #6  
Perimeter Flashing Tar  
1.8% of Chrysotile



HA #8  
Black Repair Tar  
3.4% of Chrysotile



HA #9  
Roof Drain Tar  
2.1% of Chrysotile



HA #10  
Pitch Pocket Tar  
2.8% of Chrysotile



HA #14 & 15  
Roof Drain Insulation and  
Fittings  
3.5% and 30.8% of  
Chrysotile



**APPENDIX D**  
**ASBESTOS ANALYTICAL RESULTS**

Client Name: Adelaide Environmental Health

**Table I**  
**Summary of Bulk Asbestos Analysis Results**

OGS: 24105.00-IN; DOT Region 8; 112 Dickson St., Newburgh, NY 12550

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	1	1	0.200	92.5	3.4	4.2	NAD	NAD
Location: R. - Office Roof - Top Layer - Asphalt								
02	2	2	----	----	----	----	NAD	NA
Location: R. - Office Roof - Perlite Insulation								
03	3	3	0.206	95.3	1.3	3.4	NAD	NAD
Location: R. - Office Roof - Felt On Iso Board								
04	4	4	0.425	96.3	1.9	1.8	NAD	NAD
Location: R. - Office Roof - Asphalt On Deck								
05	5	5	----	----	----	----	NAD	NA
Location: R. - Office Roof - Concrete Deck								
06	6	6	0.378	94.0	2.1	3.9	NAD	NA
Location: R. - Office Roof - Perimeter Flashing Tar								
07	7	7	0.190	50.8	7.9	41.4	NAD	NAD
Location: R. - Office Roof - Silver Repair Tar								
08	8	8	0.166	94.1	2.2	3.7	NAD	NAD
Location: R. - Office Roof - Black Repair Tar								
09	9	1	0.200	91.9	3.2	5.0	NAD	NAD
Location: R. - Mechanics Roof - Top Layer - Asphalt								
10	10	2	----	----	----	----	NAD	NA
Location: R. - Mechanics Roof - Perlite Insulation								
11	11	3	0.194	94.5	5.1	0.5	NAD	NAD
Location: R. - Mechanics Roof - Felt On Iso Board								
12	12	4	0.341	96.8	1.0	2.1	NAD	NAD
Location: R. - Mechanics Roof - Asphalt On Deck								
13	13	5	----	----	----	----	NAD	NA
Location: R. - Mechanics Roof - Concrete Deck								
14	14	6	0.252	83.3	4.3	10.6	Chrysotile 1.8	NA
Location: R. - Mechanics Roof - Perimeter Flashing Tar								
15	15	7	0.136	38.3	9.4	52.4	NAD	NAD
Location: R. - Mechanics Roof - Silver Repair Tar								
16	16	8	0.643	47.5	41.6	7.5	Chrysotile 3.4	NA
Location: R. - Mechanics Roof - Black Repair Tar								

See Reporting notes on last page



Client Name: Adelaide Environmental Health

**Table I**  
**Summary of Bulk Asbestos Analysis Results**

OGS: 24105.00-IN; DOT Region 8; 112 Dickson St., Newburgh, NY 12550

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
17	17	9	0.283	64.9	15.3	17.7	Chrysotile 2.1	NA
Location: R. - Mechanics Roof - Roof Drain Tar								
18	18	9	0.289	73.4	9.5	17.1	NA/PS	NA
Location: R. - Mechanics Roof - Roof Drain Tar								
19	19	10	0.152	80.3	6.4	10.5	Chrysotile 2.8	NA
Location: R. - Mechanics Roof - Pitch Pocket Tar								
20	20	10	0.134	80.8	5.7	13.5	NA/PS	NA
Location: R. - Mechanics Roof - Pitch Pocket Tar								
21	21	11	0.405	25.1	70.1	4.8	NAD	NAD
Location: R. - Cold Storage Roof - Sealant Above Counter Flashing								
22	22	11	0.264	24.7	71.6	3.8	NAD	NAD
Location: R. - Cold Storage Roof - Sealant Above Counter Flashing								
23	23	12	0.139	28.8	16.7	54.5	NAD	NAD
Location: R. - Mechanics Roof - White Sealant Between Flashing Metal								
24	24	12	0.150	43.6	9.0	47.4	NAD	NAD
Location: R. - Mechanics Roof - White Sealant Between Flashing Metal								
25	25	13	----	----	----	----	NAD	NA
Location: R. - Exterior - Brick Mortar								
26	26	13	----	----	----	----	NAD	NA
Location: R. - Exterior - Brick Mortar								
27	27	14	----	----	----	----	Chrysotile 3.5	NA
Location: R. - Mechanics Garage - Roof Drain Insulation								
28	28	14	----	----	----	----	NA/PS	NA
Location: R. - Mechanics Garage - Roof Drain Insulation								
29	29	14	----	----	----	----	NA/PS	NA
Location: R. - Mechanics Garage - Roof Drain Insulation								
30	30	15	----	----	----	----	Chrysotile 30.8	NA
Location: R. - Mechanics Garage - Roof Drain Fitting								
31	31	15	----	----	----	----	NA/PS	NA
Location: R. - Mechanics Garage - Roof Drain Fitting								
32	32	15	----	----	----	----	NA/PS	NA
Location: R. - Mechanics Garage - Roof Drain Fitting								

Table I  
Summary of Bulk Asbestos Analysis Results  
OGS: 24105.00-IN; DOT Region 8; 112 Dickson St., Newburgh, NY 12550

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
----------------------	----------------	------------	----------------------------	--------------------------------	--------------------------------	--	----------------------------	-------------------------

Analyzed by: Marwan A. Alahiri  
Date: 5/6/2024



Reviewed by: Marwan A. Alahiri



\*\*Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by Appd E to Subpt E, 40 CFR 763 or NYSDOH ELAP 198.1 for New York friable samples or NYSDOH ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (or NYSDOH ELAP 198.4; for New York samples). Analysis using Hitachi, Model H600-Noran 7 System, Microscope, Serial #: 600-27-6. NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses): NVLAP (PLM) 200546-0, NYSDOH ELAP Lab 11480, NJ Lab ID #NY031.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

**AmeriSci New York**

117 EAST 30TH ST.

NEW YORK, NY 10016

TEL: (212) 679-8600 • FAX: (212) 679-3114

## PLM Bulk Asbestos Report

Adelaide Environmental Health

Attn: John Soter

1511 Rte. 22, Suite C24

Brewster, NY 10509

**Date Received** 05/06/24**Date Examined** 05/06/24**ELAP #** 11480**RE:** OGS: 24105.00-IN; DOT Region 8; 112 Dickson St., Newburgh,  
NY 12550**AmeriSci Job #** 224051403**P.O. #****Page** 1 of 6

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
1	224051403-01	No	NAD
1	Location: R. - Office Roof - Top Layer - Asphalt		(by NYS ELAP 198.6) by Valeriu Voicu on 05/06/24
<b>Analyst Description:</b> Black, Homogeneous, Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Fibrous glass 3%, Non-fibrous 1.2%			
2	224051403-02	No	NAD
2	Location: R. - Office Roof - Perlite Insulation		(by NYS ELAP 198.1) by Valeriu Voicu on 05/06/24
<b>Analyst Description:</b> Brown, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Cellulose 15%, Non-fibrous 85%			
3	224051403-03	No	NAD
3	Location: R. - Office Roof - Felt On Iso Board		(by NYS ELAP 198.6) by Valeriu Voicu on 05/06/24
<b>Analyst Description:</b> Black/Tan, Heterogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 3.4%			
4	224051403-04	No	NAD
4	Location: R. - Office Roof - Asphalt On Deck		(by NYS ELAP 198.6) by Valeriu Voicu on 05/06/24
<b>Analyst Description:</b> Black, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 1.8%			
5	224051403-05	No	NAD
5	Location: R. - Office Roof - Concrete Deck		(by NYS ELAP 198.1) by Valeriu Voicu on 05/06/24
<b>Analyst Description:</b> Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Cellulose Trace, Non-fibrous 100%			



Client Name: Adelaide Environmental Health

**PLM Bulk Asbestos Report**OGS: 24105.00-IN; DOT Region 8; 112 Dickson St.,  
Newburgh, NY 12550

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
6 6  <b>Analyst Description:</b> Black, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 3.9%	224051403-06  <b>Location:</b> R. - Office Roof - Perimeter Flashing Tar	<b>No</b>	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 05/06/24
7 7  <b>Analyst Description:</b> Silver, Homogeneous, Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Fibrous glass 5%, Non-fibrous 36.4%	224051403-07  <b>Location:</b> R. - Office Roof - Silver Repair Tar	<b>No</b>	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 05/06/24
8 8  <b>Analyst Description:</b> Black, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 3.7%	224051403-08  <b>Location:</b> R. - Office Roof - Black Repair Tar	<b>No</b>	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 05/06/24
9 1  <b>Analyst Description:</b> Black, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 5%	224051403-09  <b>Location:</b> R. - Mechanics Roof - Top Layer - Asphalt	<b>No</b>	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 05/06/24
10 2  <b>Analyst Description:</b> Brown, Homogeneous, Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Cellulose 35%, Non-fibrous 65%	224051403-10  <b>Location:</b> R. - Mechanics Roof - Perlite Insulation	<b>No</b>	NAD (by NYS ELAP 198.1) by Valeriu Voicu on 05/06/24
11 3  <b>Analyst Description:</b> Black, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 0.5%	224051403-11  <b>Location:</b> R. - Mechanics Roof - Felt On Iso Board	<b>No</b>	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 05/06/24

Client Name: Adelaide Environmental Health

# PLM Bulk Asbestos Report

OGS: 24105.00-IN; DOT Region 8; 112 Dickson St.,  
Newburgh, NY 12550

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
12 4	224051403-12 <b>Location:</b> R. - Mechanics Roof - Asphalt On Deck	<b>No</b>	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 05/06/24
<b>Analyst Description:</b> Black, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 2.1%			
13 5	224051403-13 <b>Location:</b> R. - Mechanics Roof - Concrete Deck	<b>No</b>	NAD (by NYS ELAP 198.1) by Valeriu Voicu on 05/06/24
<b>Analyst Description:</b> Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Cellulose Trace, Non-fibrous 100%			
14 6	224051403-14 <b>Location:</b> R. - Mechanics Roof - Perimeter Flashing Tar	<b>Yes</b>	1.8% (by NYS ELAP 198.6) by Valeriu Voicu on 05/06/24
<b>Analyst Description:</b> Black, Heterogeneous, Fibrous, Bulk Material <b>Asbestos Types:</b> Chrysotile 1.8 % <b>Other Material:</b> Fibrous glass 3%, Non-fibrous 7.6%			
15 7	224051403-15 <b>Location:</b> R. - Mechanics Roof - Silver Repair Tar	<b>No</b>	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 05/06/24
<b>Analyst Description:</b> Silver, Homogeneous, Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Fibrous glass 3%, Non-fibrous 49.4%			
16 8	224051403-16 <b>Location:</b> R. - Mechanics Roof - Black Repair Tar	<b>Yes</b>	3.4% (by NYS ELAP 198.6) by Valeriu Voicu on 05/06/24
<b>Analyst Description:</b> Black, Homogeneous, Fibrous, Bulk Material <b>Asbestos Types:</b> Chrysotile 3.4 % <b>Other Material:</b> Non-fibrous 7.5%			
17 9	224051403-17 <b>Location:</b> R. - Mechanics Roof - Roof Drain Tar	<b>Yes</b>	2.1% (by NYS ELAP 198.6) by Valeriu Voicu on 05/06/24
<b>Analyst Description:</b> Black/Gray, Heterogeneous, Fibrous, Bulk Material <b>Asbestos Types:</b> Chrysotile 2.1 % <b>Other Material:</b> Fibrous glass 2%, Non-fibrous 15.7%			

Client Name: Adelaide Environmental Health

**PLM Bulk Asbestos Report**OGS: 24105.00-IN; DOT Region 8; 112 Dickson St.,  
Newburgh, NY 12550

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
18 9	224051403-18 <b>Location:</b> R. - Mechanics Roof - Roof Drain Tar		NA/PS
<b>Analyst Description:</b> Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b>			
19 10	224051403-19 <b>Location:</b> R. - Mechanics Roof - Pitch Pocket Tar	<b>Yes</b>	2.8% (by NYS ELAP 198.6) by Valeriu Voicu on 05/06/24
<b>Analyst Description:</b> Black, Homogeneous, Fibrous, Bulk Material <b>Asbestos Types:</b> Chrysotile 2.8 % <b>Other Material:</b> Non-fibrous 10.5%			
20 10	224051403-20 <b>Location:</b> R. - Mechanics Roof - Pitch Pocket Tar		NA/PS
<b>Analyst Description:</b> Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b>			
21 11	224051403-21 <b>Location:</b> R. - Cold Storage Roof - Sealant Above Counter Flashing	<b>No</b>	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 05/06/24
<b>Analyst Description:</b> Black, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 4.8%			
22 11	224051403-22 <b>Location:</b> R. - Cold Storage Roof - Sealant Above Counter Flashing	<b>No</b>	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 05/06/24
<b>Analyst Description:</b> Black, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 3.8%			
23 12	224051403-23 <b>Location:</b> R. - Mechanics Roof - White Sealant Between Flashing Metal	<b>No</b>	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 05/06/24
<b>Analyst Description:</b> White, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 54.5%			

Client Name: Adelaide Environmental Health

**PLM Bulk Asbestos Report**OGS: 24105.00-IN; DOT Region 8; 112 Dickson St.,  
Newburgh, NY 12550

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
24	224051403-24	<b>No</b>	NAD
12	<b>Location:</b> R. - Mechanics Roof - White Sealant Between Flashing Metal		(by NYS ELAP 198.6) by Valeriu Voicu on 05/06/24
<b>Analyst Description:</b> White, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 47.4%			
25	224051403-25	<b>No</b>	NAD
13	<b>Location:</b> R. - Exterior - Brick Mortar		(by NYS ELAP 198.1) by Valeriu Voicu on 05/06/24
<b>Analyst Description:</b> Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Cellulose Trace, Non-fibrous 100%			
26	224051403-26	<b>No</b>	NAD
13	<b>Location:</b> R. - Exterior - Brick Mortar		(by NYS ELAP 198.1) by Valeriu Voicu on 05/06/24
<b>Analyst Description:</b> Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Cellulose Trace, Non-fibrous 100%			
27	224051403-27	<b>Yes</b>	3.5%
14	<b>Location:</b> R. - Mechanics Garage - Roof Drain Insulation		(ELAP 400 PC) by Valeriu Voicu on 05/06/24
<b>Analyst Description:</b> Gray/Brown, Heterogeneous, Fibrous, Bulk Material <b>Asbestos Types:</b> Chrysotile 3.5 % <b>Other Material:</b> Animal hair 5%, Cellulose 80%, Non-fibrous 11.5%			
28	224051403-28		NA/PS
14	<b>Location:</b> R. - Mechanics Garage - Roof Drain Insulation		
<b>Analyst Description:</b> Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b>			
29	224051403-29		NA/PS
14	<b>Location:</b> R. - Mechanics Garage - Roof Drain Insulation		
<b>Analyst Description:</b> Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b>			

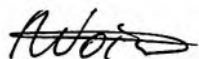
Client Name: Adelaide Environmental Health

## PLM Bulk Asbestos Report

OGS: 24105.00-IN; DOT Region 8; 112 Dickson St.,  
Newburgh, NY 12550

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
30 15	224051403-30 Location: R. - Mechanics Garage - Roof Drain Fitting	Yes	30.8% (by NYS ELAP 198.1) by Valeriu Voicu on 05/06/24
Analyst Description: Off-White/Gray, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Chrysotile 30.8 % Other Material: Cellulose 5%, Non-fibrous 64.2%			
31 15	224051403-31 Location: R. - Mechanics Garage - Roof Drain Fitting		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
32 15	224051403-32 Location: R. - Mechanics Garage - Roof Drain Fitting		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			

### Reporting Notes:

Analyzed by: Valeriu Voicu  
Date: 5/6/2024

Reviewed by: Marwan A. Alahiri



\*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis using Olympus, Model BH-2 Pol Scope, Microscope, Serial #: 229915, by Appd E to Subpt E, 40 CFR 763 quantified by either CVES or 400 pt ct as noted for each analysis (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite, or ELAP 198.6 for NOB samples, or EPA 400 pt ct by EPA 600-M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054, NJ Lab ID #NY031.

\_\_\_\_\_END OF REPORT\_\_\_\_\_

# Adelaide Environmental Health Associates, Inc

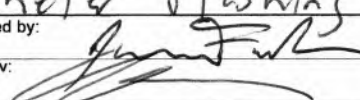

1454 Rte. 22, Suite B202

Brewster, NY 10509

845-278-7710

845-278-7750 - fax

224051403

Site Address: <b>DOT Resign 8</b>			Date: <b>5/3/24</b>	Inspector: <b>Jason Fullum</b>		
<b>112 Dickson St.</b>			Client Project #			
<b>Newburgh, NY 12550</b>			Project #: <b>065-24105-00-IN</b>			
Sample ID #	Homogeneous Area	Floor Level	Sample Location/Description	Quantity (In Feet)	Friable Non Friable	Condition g, d, sd
1	1	R	<del>Office</del> <b>Office Roof - Top Layer - Asphalt</b>	15,000SF	NF	D
2	2	R	<b>Office Roof - Perlite Insulation</b>	1	F	1
3	3	R	- Felt on Iso Board	1	NF	1
4	4	R	- Asphalt on Deck	1	NF	1
5	5	R	- Concrete Deck	1	F	1
6	6	R	- <del>Perimeter</del> <b>Perimeter Flashing Tar</b>	1,000SF	NF	D
7	7	R	- <b>Silver Repair Tar</b>	150SF	NF	D
8	8	R	- <b>Black Repair Tar</b>	150SF	NF	D
9	1	R	<b>Maintenance Roof - Top Layer - Asphalt</b>	15,000SF	NF	D
10	2	R	<b>mechanics</b> - Perlite Insulation	1	F	1
11	3	R	- Felt on Iso Board	1	NF	1
12	4	R	- Asphalt on Deck	1	NF	1
13	5	R	- Concrete Deck	1	F	1
14	6	R	- Perimeter Flashing Tar	1,000SF	NF	1
Special Instructions/ Turnaround Time:			Relinquished by: 			
Stop at 1st Positive per Homogenous Area			Received by:  5/6/24 0910			
Fax Results to 845-278-7750			Relinquished by:			
E-Mail results to AdelaideLabResults@AdelaideInc.com and Jfullum@adelaideinc.com			Received by:			

24 HR TAT



# Adelaide Environmental Health Associates, Inc

1454 Rte. 22, Suite B202

Brewster, NY 10509

845-278-7710

845-278-7750 - fax

224051403


Site Address: DOT Region 8 112 Dickson St Newburgh, NY 12550			Date: 5/3/24	Inspector: Jason Fullum		
Client Project #			Project #: 065: 24/05, 00 - IN			
Sample ID #	Homogeneous Area	Floor Level	Sample Location/Description	Quantity (In Feet)	Friable Non Friable	Condition g, d, sd
15	7	R	Mechanics Roof - Silver Repair Tr	150 SF	NF	D
16	8	R	↓ Black Repair Tr	150 SF	NF	D
17	9	R	↓ - Roof Drain Tr	24 SF	NF	D
18	9	R	↓	↓	↓	D
19	10	R	↓ - Pitch Pocket Tr	2 SF	NF	D
20	10	R	↓	↓	↓	↓
21	11	R	Cold Storage Roof - Sealant Above Counter Flashing	56 LF	NF	SD
22	11	R	↓	↓	↓	↓
23	12	R	Mechanics Roof - White Sealant Between Flashing Mark	50 LF	↓	↓
24	12	R	↓	↓	↓	↓
25	13	R	↓ Exterior - Brick Mark	1,800 SF	NF	D
26	13	R	↓	↓	↓	D


Special Instructions/ Turnaround Time:

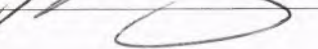
Stop at 1st Positive per Homogenous Area

Fax Results to 845-278-7750

E-Mail results to AdelaideLabResults@Adelaidellc.com and Jfullum@Adelaidellc.com

Relinquished by: 

Received by: 

Relinquished by: 

Received by: 

24 HR TAT

5/6/24 0910





**APPENDIX E**  
**XRF READINGS**



Reading #	Date	Time	Space Type	Floor	Room	Component	Side	Substrate	Color	Condition	Lead Concentration (mg/cm2)	Result
1	5/3/2024	10:23:20	Office		Calibration						1	Positive
2	5/3/2024	10:23:40	Office		Calibration						1	Positive
3	5/3/2024	10:23:59	Office		Calibration						1.1	Positive
4	5/3/2024	10:27:24	Office	roof	Roof	vent		Metal	Silver	Intact	0.1	Negative
5	5/3/2024	10:27:46	Office	roof	Roof	vent		Metal	Silver	Intact	0.1	Negative
6	5/3/2024	10:30:39	Office	Ground	Exterior	Door Lintel		Metal	Yellow	Intact	0.3	Negative
7	5/3/2024	10:32:56	Office	Ground	Exterior	corner guard		Metal	Yellow	Intact	11.6	Positive
8	5/3/2024	10:33:30	Office	Ground	Exterior	corner guard		Metal	Yellow	Intact	14.4	Positive
9	5/3/2024	10:34:40	Office	Ground	Exterior	corner guard		Metal	Yellow	Intact	3.4	Positive
10	5/3/2024	10:39:38	Office		Calibration						1.1	Positive
11	5/3/2024	10:39:58	Office		Calibration						1.1	Positive
12	5/3/2024	10:40:17	Office		Calibration						1.1	Positive

**APPENDIX F**  
**PCB ANALYTICAL RESULTS**



Friday, May 10, 2024

Attn: Stephanie Soter  
Adelaide Environmental Health Assoc, Inc  
1511 Route 22, Suite C24  
Brewster, NY 10509

Project ID: DOT REGION 8 NEWBURGH NY ROOF  
SDG ID: GCQ67060  
Sample ID#s: CQ67060 - CQ67061

This laboratory is in compliance with the NELAC requirements of procedures used except where indicated.

This report contains results for the parameters tested, under the sampling conditions described on the Chain Of Custody, as received by the laboratory. This report is incomplete unless all pages indicated in the pagination at the bottom of the page are included.

All soils, solids and sludges are reported on a dry weight basis unless otherwise noted in the sample comments.

A scanned version of the COC form accompanies the analytical report and is an exact duplicate of the original.

If you are the client above and have any questions concerning this testing, please do not hesitate to contact Phoenix Client Services at ext.200. The contents of this report cannot be discussed with anyone other than the client listed above without their written consent.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Phyllis Shiller".

Phyllis Shiller

Laboratory Director

NELAC - #NY11301  
CT Lab Registration #PH-0618  
MA Lab Registration #M-CT007  
ME Lab Registration #CT-007  
NH Lab Registration #213693-A,B

NJ Lab Registration #CT-003  
NY Lab Registration #11301  
PA Lab Registration #68-03530  
RI Lab Registration #63  
VT Lab Registration #VT11301



Environmental Laboratories, Inc.  
587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045  
Tel. (860) 645-1102 Fax (860) 645-0823



## Sample Id Cross Reference

May 10, 2024

SDG I.D.: GCQ67060

Project ID: DOT REGION 8 NEWBURGH NY ROOF

---

Client Id	Lab Id	Matrix
1P-SEALANT ABOVE COUNTERFLASHING	CQ67060	BULK
2P-WHITE SEALANT BETWEEN PANELS	CQ67061	BULK



Environmental Laboratories, Inc.  
587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045  
Tel. (860) 645-1102 Fax (860) 645-0823



## Analysis Report

May 10, 2024

FOR: Attn: Stephanie Soter  
Adelaide Environmental Health Assoc, Inc  
1511 Route 22, Suite C24  
Brewster, NY 10509

### Sample Information

Matrix: BULK  
Location Code: ADELAIDE  
Rush Request: Standard  
P.O.#: YONK:22193.12-IN

### Custody Information

Collected by:  
Received by: B  
Analyzed by: see "By" below

### Date

05/03/24

### Time

16:05

## Laboratory Data

SDG ID: GCQ67060  
Phoenix ID: CQ67060

Project ID: DOT REGION 8 NEWBURGH NY ROOF  
Client ID: 1P-SEALANT ABOVE COUNTERFLASHING

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Caulk Extraction for PCB	Completed				05/07/24	J/RB	SW3540C
<b><u>Polychlorinated Biphenyls</u></b>							
PCB-1016	ND	540	ug/Kg	1	05/09/24	SC	SW8082A
PCB-1221	ND	540	ug/Kg	1	05/09/24	SC	SW8082A
PCB-1232	ND	540	ug/Kg	1	05/09/24	SC	SW8082A
PCB-1242	ND	540	ug/Kg	1	05/09/24	SC	SW8082A
PCB-1248	ND	540	ug/Kg	1	05/09/24	SC	SW8082A
PCB-1254	ND	540	ug/Kg	1	05/09/24	SC	SW8082A
PCB-1260	ND	540	ug/Kg	1	05/09/24	SC	SW8082A
PCB-1262	ND	540	ug/Kg	1	05/09/24	SC	SW8082A
PCB-1268	ND	540	ug/Kg	1	05/09/24	SC	SW8082A
<b><u>QA/QC Surrogates</u></b>							
% DCBP	76		%	1	05/09/24	SC	30 - 150 %
% DCBP (Confirmation)	52		%	1	05/09/24	SC	30 - 150 %
% TCMX	44		%	1	05/09/24	SC	30 - 150 %
% TCMX (Confirmation)	34		%	1	05/09/24	SC	30 - 150 %

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
-----------	--------	------------	-------	----------	-----------	----	-----------

RL/PQL=Reporting/Practical Quantitation Level (Equivalent to NELAC LOQ, Limit of Quantitation) ND=Not Detected at RL/PQL  
BRL=Below Reporting Level L=Biased Low  
QA/QC Surrogates: Surrogates are compounds (preceded with a %) added by the lab to determine analysis efficiency. Surrogate results(%) listed in the report are not "detected" compounds.

**Comments:**

Results are reported on an ``as received`` basis, and are not corrected for dry weight.

**PCB Comment:**

For PCBs, in order to reach the desired RL, multiple cleanup steps were performed. The extract was cleaned up with a combination of sulfuric acid, potassium permanganate, copper powder and additional florisil.

All soils, solids and sludges are reported on a dry weight basis unless otherwise noted in the sample comments.

If you are the client above and have any questions concerning this testing, please do not hesitate to contact Phoenix Client Services at ext.200.  
The contents of this report cannot be discussed with anyone other than the client listed above without their written consent.



**Phyllis Shiller, Laboratory Director**

**May 10, 2024**

**Reviewed and Released by: Anil Makol, Project Manager**



Environmental Laboratories, Inc.  
587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045  
Tel. (860) 645-1102 Fax (860) 645-0823



## Analysis Report

May 10, 2024

FOR: Attn: Stephanie Soter  
Adelaide Environmental Health Assoc, Inc  
1511 Route 22, Suite C24  
Brewster, NY 10509

### Sample Information

Matrix: BULK  
Location Code: ADELAIDE  
Rush Request: Standard  
P.O.#: YONK:22193.12-IN

### Custody Information

Collected by:  
Received by: B  
Analyzed by: see "By" below

### Date

05/03/24

### Time

16:05

## Laboratory Data

SDG ID: GCQ67060  
Phoenix ID: CQ67061

Project ID: DOT REGION 8 NEWBURGH NY ROOF  
Client ID: 2P-WHITE SEALANT BETWEEN PANELS

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Caulk Extraction for PCB	Completed				05/08/24	J/RB	SW3540C

### Polychlorinated Biphenyls

PCB-1016	ND	930	ug/Kg	1	05/09/24	SC	SW8082A
PCB-1221	ND	930	ug/Kg	1	05/09/24	SC	SW8082A
PCB-1232	ND	930	ug/Kg	1	05/09/24	SC	SW8082A
PCB-1242	ND	930	ug/Kg	1	05/09/24	SC	SW8082A
PCB-1248	ND	930	ug/Kg	1	05/09/24	SC	SW8082A
PCB-1254	ND	930	ug/Kg	1	05/09/24	SC	SW8082A
PCB-1260	ND	930	ug/Kg	1	05/09/24	SC	SW8082A
PCB-1262	ND	930	ug/Kg	1	05/09/24	SC	SW8082A
PCB-1268	ND	930	ug/Kg	1	05/09/24	SC	SW8082A

### QA/QC Surrogates

% DCBP	46	%	1	05/09/24	SC	30 - 150 %
% DCBP (Confirmation)	49	%	1	05/09/24	SC	30 - 150 %
% TCMX	34	%	1	05/09/24	SC	30 - 150 %
% TCMX (Confirmation)	44	%	1	05/09/24	SC	30 - 150 %



Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
-----------	--------	------------	-------	----------	-----------	----	-----------

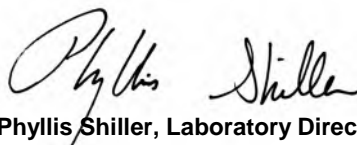
RL/PQL=Reporting/Practical Quantitation Level (Equivalent to NELAC LOQ, Limit of Quantitation) ND=Not Detected at RL/PQL  
BRL=Below Reporting Level L=Biased Low  
QA/QC Surrogates: Surrogates are compounds (preceded with a %) added by the lab to determine analysis efficiency. Surrogate results(%) listed in the report are not "detected" compounds.

**Comments:**

Results are reported on an ``as received`` basis, and are not corrected for dry weight.

All soils, solids and sludges are reported on a dry weight basis unless otherwise noted in the sample comments.

If you are the client above and have any questions concerning this testing, please do not hesitate to contact Phoenix Client Services at ext.200.  
The contents of this report cannot be discussed with anyone other than the client listed above without their written consent.



Phyllis Shiller, Laboratory Director

May 10, 2024

Reviewed and Released by: Anil Makol, Project Manager



Environmental Laboratories, Inc.  
587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045  
Tel. (860) 645-1102



## QA/QC Report

May 10, 2024

### QA/QC Data

SDG I.D.: GCO67060

Parameter	Blank	Blk RL	LCS %	LCSD %	LCS RPD	MS %	MSD %	MS RPD	% Rec Limits	% RPD Limits
QA/QC Batch 730281 (ug/Kg), QC Sample No: CQ63616 10X (CQ67060)										
<u>Polychlorinated Biphenyls - Bulk</u>										
PCB-1016	ND	170	94	97	3.1				40 - 140	30
PCB-1221	ND	170							40 - 140	30
PCB-1232	ND	170							40 - 140	30
PCB-1242	ND	170							40 - 140	30
PCB-1248	ND	170							40 - 140	30
PCB-1254	ND	170							40 - 140	30
PCB-1260	ND	170	96	97	1.0				40 - 140	30
PCB-1262	ND	170							40 - 140	30
PCB-1268	ND	170							40 - 140	30
% DCBP (Surrogate Rec)	92	%	91	92	1.1				30 - 150	30
% DCBP (Surrogate Rec) (Confirm)	94	%	92	95	3.2				30 - 150	30
% TCMX (Surrogate Rec)	87	%	84	86	2.4				30 - 150	30
% TCMX (Surrogate Rec) (Confirm)	88	%	88	88	0.0				30 - 150	30

Comment:

A LCS and LCS Duplicate were performed instead of a matrix spike and matrix spike duplicate.

QA/QC Batch 730599 (ug/Kg), QC Sample No: CQ67061 10X (CQ67061)

### Polychlorinated Biphenyls - Bulk

PCB-1016	ND	170	104	100	3.9				40 - 140	30
PCB-1221	ND	170							40 - 140	30
PCB-1232	ND	170							40 - 140	30
PCB-1242	ND	170							40 - 140	30
PCB-1248	ND	170							40 - 140	30
PCB-1254	ND	170							40 - 140	30
PCB-1260	ND	170	95	88	7.7				40 - 140	30
PCB-1262	ND	170							40 - 140	30
PCB-1268	ND	170							40 - 140	30
% DCBP (Surrogate Rec)	98	%	102	96	6.1				30 - 150	30
% DCBP (Surrogate Rec) (Confirm)	93	%	98	92	6.3				30 - 150	30
% TCMX (Surrogate Rec)	95	%	92	88	4.4				30 - 150	30
% TCMX (Surrogate Rec) (Confirm)	101	%	100	97	3.0				30 - 150	30

Comment:

A LCS and LCS Duplicate were performed instead of a matrix spike and matrix spike duplicate.

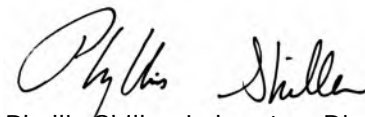
QA/QC Data

SDG I.D.: GCQ67060

Parameter	Blank		LCS %	LCSD %	LCS RPD	MS %	MSD %	MS RPD	% Rec Limits	% RPD Limits
		Blk RL								

If there are any questions regarding this data, please call Phoenix Client Services at extension 200.

- RPD - Relative Percent Difference
- LCS - Laboratory Control Sample
- LCSD - Laboratory Control Sample Duplicate
- MS - Matrix Spike
- MS Dup - Matrix Spike Duplicate
- NC - No Criteria
- Intf - Interference

  
Phyllis Shiller, Laboratory Director  
May 10, 2024

Friday, May 10, 2024

Criteria: None

State: NY

**Sample Criteria Exceedances Report**  
**GCQ67060 - ADELAIDE**

SampNo	Acode	Phoenix Analyte	Criteria	Result	RL	Criteria	RL Criteria	Analysis Units
--------	-------	-----------------	----------	--------	----	----------	----------------	-------------------

\*\*\* No Data to Display \*\*\*

Phoenix Laboratories does not assume responsibility for the data contained in this exceedance report. It is provided as an additional tool to identify requested criteria exceedences. All efforts are made to ensure the accuracy of the data (obtained from appropriate agencies). A lack of exceedence information does not necessarily suggest conformance to the criteria. It is ultimately the site professional's responsibility to determine appropriate compliance.



**Environmental Laboratories, Inc.**  
587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045  
Tel. (860) 645-1102 Fax (860) 645-0823



## Analysis Comments

May 10, 2024

SDG I.D.: GCQ67060

---

The following analysis comments are made regarding exceptions to criteria not already noted in the Analysis Report or QA/QC Report: None.



**Environmental Laboratories, Inc.**  
587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045  
Tel. (860) 645-1102 Fax (860) 645-0823



## **NY Temperature Narration**

**May 10, 2024**

**SDG I.D.: GCQ67060**

---

The samples in this delivery group were received at 2.5°C.  
(Note acceptance criteria for relevant matrices is above freezing up to 6°C)



**APPENDIX G**  
**PERSONNEL AND LABORATORY CERTIFICATIONS**



**WE ARE YOUR DOL**



**Department  
of Labor**

DIVISION OF SAFETY & HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BLDG. 12, ALBANY, NY 12226

# ASBESTOS HANDLING LICENSE

Adelaide Environmental Health Associates, Inc.  
1511 Route 22, Suite C24, Brewster, NY, 10509

License Number: 29305

License Class: RESTRICTED

Date of Issue: 06/07/2023

Expiration Date: 07/31/2024

Duly Authorized Representative: John Soter

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.

Amy Phillips, Director  
For the Commissioner of Labor

EXCELSIOR

# United States Environmental Protection Agency

This is to certify that

ADELAIDE ENVIRONMENTAL HEALTH ASSOCIATES  
INC

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has  
received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires September 08, 2025

LBP-15081-2

Certification #

August 25, 2022

Issued On



A handwritten signature in black ink, appearing to read "Michelle Price", is written over a horizontal line.

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

# United States Environmental Protection Agency

This is to certify that



Adelaide Environmental Health Associates, Inc

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires December 05, 2027

NAT-15081-3

Certification #

August 03, 2022

Issued On



A handwritten signature in black ink that reads "Michelle Price".

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



**JASON FULLUM**

CLASS(EXPIRES)

I PD (02/25) C ATEC (02/25)

D INSP (02/25) E MGPL (02/25)

H PM (02/25)

CERT# 24-6IUY7-SHAB  
DMV# J75065936

**MUST BE CARRIED ON ASBESTOS PROJECTS**

STANDARD FOR PHOTO IDENTIFICATION



# United States Environmental Protection Agency

This is to certify that



Jason P Fullum

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Risk Assessor

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires July 11, 2026

LBP-R-12098-3

Certification #

July 07, 2023

Issued On



Ben Conetta, Chief

Chemicals and Multimedia Programs Branch

NEW YORK STATE DEPARTMENT OF HEALTH  
WADSWORTH CENTER



Expires 12:01 AM April 01, 2025  
Issued April 01, 2024

**CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE**

*Issued in accordance with and pursuant to section 502 Public Health Law of New York State*

**MS. KAROL H. LU**  
**AMERICA SCIENCE TEAM NEW YORK, INC**  
**117 EAST 30TH ST**  
**NEW YORK, NY 10016**

**NY Lab Id No: 11480**

*is hereby APPROVED as an Environmental Laboratory for the category*  
**ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE**  
*All approved subcategories and/or analytes are listed below:*

**Miscellaneous**

Asbestos in Friable Material	Item 198.1 of Manual EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual

**Serial No.: 68795**

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at <https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/>, by phone (518) 485-5570 or by email to [elap@health.ny.gov](mailto:elap@health.ny.gov).

NEW YORK STATE DEPARTMENT OF HEALTH  
WADSWORTH CENTER



Expires 12:01 AM April 01, 2025  
Issued April 01, 2024

**CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE**

*Issued in accordance with and pursuant to section 502 Public Health Law of New York State*

**MS. PHYLLIS SHILLER**  
**PHOENIX ENVIRONMENTAL LABS**  
**587 EAST MIDDLE TURNPIKE**  
**MANCHESTER, CT 06040**

**NY Lab Id No: 11301**

*is hereby APPROVED as an Environmental Laboratory in conformance with the  
National Environmental Laboratory Accreditation Conference Standards (2016) for the category  
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE  
All approved analytes are listed below:*

**Polychlorinated Biphenyls**

Aroclor 1262 (PCB-1262)	EPA 8082A
Aroclor 1262 (PCB-1262) in Oil	EPA 8082A
Aroclor 1268 (PCB-1268)	EPA 8082A
Aroclor 1268 (PCB-1268) in Oil	EPA 8082A
PCB 101	EPA 8082A
PCB 105	EPA 8082A
PCB 118	EPA 8082A
PCB 128	EPA 8082A
PCB 138	EPA 8082A
PCB 153	EPA 8082A
PCB 170	EPA 8082A
PCB 18	EPA 8082A
PCB 180	EPA 8082A
PCB 183	EPA 8082A
PCB 184	EPA 8082A
PCB 187	EPA 8082A
PCB 195	EPA 8082A
PCB 206	EPA 8082A
PCB 209	EPA 8082A
PCB 28	EPA 8082A
PCB 44	EPA 8082A
PCB 49	EPA 8082A
PCB 52	EPA 8082A
PCB 66	EPA 8082A
PCB 8	EPA 8082A
PCB 87	EPA 8082A
PCB Congeners, Total	EPA 8082A

**Serial No.: 68722**

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at <https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/>, by phone (518) 485-5570 or by email to [elap@health.ny.gov](mailto:elap@health.ny.gov).





Kathy Hochul, Governor

Roberta Reardon, Commissioner

Design & Construction

Angela Lewis, Administrative Assistant  
Contract Management 35th Fl.  
Corning Tower  
Empire State Plaza  
Albany NY 12242

Schedule Year 2024 through 2025  
Date Requested 10/18/2024  
PRC# 2024013289

Location DOT Region 8, Orange County  
Project ID# Q1858  
Project Type Replace Roof

### 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 Rate Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2024 through June 2025. 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](http://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.

## **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 from 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 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website [www.labor.ny.gov](http://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](http://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](http://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 12226 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

Design & Construction

Angela Lewis, Administrative Assistant  
Contract Management 35th Fl.  
Corning Tower  
Empire State Plaza  
Albany NY 12242

Schedule Year 2024 through 2025  
Date Requested 10/18/2024  
PRC# 2024013289

Location DOT Region 8, Orange County  
Project ID# Q1858  
Project Type Replace Roof

### 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 12226



### **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, <https://dol.ny.gov/public-work-and-prevailing-wage>

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](mailto: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](http://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.



**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 12226

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](mailto: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.

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

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:**  
**<https://dol.ny.gov/bureau-public-work>**



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) 568-5287		

\* 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](http://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](http://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 12226

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

Orange County General Construction

Boilermaker	10/01/2024
-------------	------------

JOB DESCRIPTION BoilermakerDISTRICT 4

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

WAGES		
Per Hour:	07/01/2024	01/01/2025
Boilermaker	\$ 67.38	\$ 68.88
Repairs & Renovations	67.38	68.88

Repairs & Renovation: Includes Repairing, Renovating replacement of parts to an existing unit(s).

SUPPLEMENTAL BENEFITS		
Per Hour:		
Boilermaker	33.5% of hourly	33.5% of Hourly
Repair & Renovations	Wage Paid	Wage Paid
	+ \$ 26.85	+ \$26.85

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 (\*B, O, \*\*U) on OVERTIME PAGE  
Note:\* Includes 9th & 10th hours, double for 11th or more.  
\*\* Labor Day ONLY, if worked.

Repairs & Renovation see (B,E,Q) on OT Page

HOLIDAY  
Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 11, 12, 15, 25, 26, 29) on HOLIDAY PAGE

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:		
	33.5% of Hourly Wage Paid Plus Amount Below	33.5% of Hourly Wage Paid Plus Amount Below
1st Term	\$ 20.36	\$ 20.36
2nd Term	21.28	21.28
3rd Term	22.22	22.22
4th Term	23.12	23.12
5th Term	24.07	24.07
6th Term	25.00	25.00
7th Term	25.93	25.93

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

4-5

Carpenter	10/01/2024
-----------	------------

JOB DESCRIPTION CarpenterDISTRICT 8

ENTIRE COUNTIES  
Dutchess, Orange

WAGES	
Per hour:	07/01/2024

Building:  
Millwright                      \$ 46.35  
   + 8.44\*

\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman                      \$ 34.94

### OVERTIME PAY

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

### HOLIDAY

Paid:                                See (18, 19) on HOLIDAY PAGE

Paid:                                See (5,6,11,13,16,18,19,25) for 1st & 2nd yr. Apprentices

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

### REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st	2nd	3rd	4th
\$ 28.18	\$ 30.51	\$ 34.84	\$ 43.50
+ 4.40*	+ 5.19*	+ 5.94*	+ 7.44*

\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 23.00	\$ 24.79	\$ 26.90	\$ 29.63

8-740.2

## Carpenter

10/01/2024

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

### ENTIRE COUNTIES

Dutchess

### PARTIAL COUNTIES

Orange: : The territory west demarcated by a line drawn from the Bear Mountain Bridge continuing east to the Bear Mountain Circle. The territory south demarcated by a line continuing north on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W to the centerline of Route 32, The territories south and east heading north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

### WAGES

Per hour:                                07/01/2024

Carpet/Resilient

Floor Coverer                      \$ 34.45  
   + 3.25\*

\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

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

### SUPPLEMENTAL BENEFITS

Per hour:

\$ 28.33

### 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
\$15.75	\$18.87	\$23.55	\$28.23
+ 2.48*	+ 2.48*	+ 2.48*	+ 2.48*

\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental Benefits per hour - All apprentice terms:

\$ 20.87

8-2287D&O

## Carpenter

10/01/2024

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

### ENTIRE COUNTIES

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

### WAGES

Per Hour: 07/01/2024

Marine Construction:

Marine Diver \$ 75.46  
+ 10.00\*

Marine Tender \$ 55.00  
+ 10.00\*

\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime

### SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 45.65

### OVERTIME PAY

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

### HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

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

## REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

1st year	\$ 26.98 + 5.50*
2nd year	32.58 + 5.50*
3rd year	40.96 + 5.50*
4th year	49.35 + 5.50*

\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental Benefits

Per Hour:

All terms \$ 32.20

8-1456MC

## Carpenter

10/01/2024

**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, Tompkins Corner, 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: 07/01/2024

Core Drilling:  
Driller \$ 46.25  
+ 3.25\*

Driller Helper \$ 36.28  
+ 3.25\*

Note: Hazardous Waste Pay Differential:

For Level C, an additional 15% above wage rate per hour

For Level B, an additional 15% above wage rate per hour

For Level A, an additional 15% above wage rate per hour

Note: When required to work on water: an additional \$ 3.00 per hour.

\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

### SUPPLEMENTAL BENEFITS

Per hour:

Driller and Helper \$ 30.24

### OVERTIME PAY

See (B, G, P) on OVERTIME PAGE

### HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

8-1536-CoreDriller

### Carpenter - Building / Heavy&Highway

10/01/2024

**JOB DESCRIPTION** Carpenter - Building / Heavy&Highway

**DISTRICT 2**

### ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

### PARTIAL COUNTIES

Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing west to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

### WAGES

Wages per hour: 07/01/2024

Carpenter - ONLY for  
Artificial Turf/Synthetic  
Sport Surface \$ 36.48

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.55

### OVERTIME PAY

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

### HOLIDAY

Paid: See (5) on HOLIDAY PAGE

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

Notes:  
When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. Whan a holiday falls upon a Sunday, it shall be observed on the following Monday.  
An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

REGISTERED APPRENTICES

Wages per hour (1300 hour terms at the following percentage of Journeyworker's wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

\$18.58	\$19.14	\$21.24	\$21.79
---------	---------	---------	---------

2-42AtSS

Carpenter - Building / Heavy&Highway

10/01/2024

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES  
Columbia, Dutchess, Orange, Sullivan, Ulster

WAGES

WAGES (per hour)

Applies to Carpenter (Building/Heavy & Highway/Tunnel), Dockbuilder, Piledriver, Dive Tender, and Diver (Dry):

	07/01/2024	07/01/2025	07/01/2026
		Additional	Additional
Base Wage	\$ 37.19	\$ 2.23**	\$ 2.30**
	+ 6.31*		

Applies to Diver (Wet):

Base Wage	\$ 50.00
	+ 6.31*

\*For all hours paid straight or premium.  
\*\*To be allocated at a later date.

SHIFT WORK

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 30.65
---------------	----------

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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
Overtime:	See ( 5, 6 ) on HOLIDAY PAGE
- Holidays that fall on Sunday will be observed Monday	
- Must be employed during the five (5) work days immediately preceding a holiday or during the five (5) work days following the paid holiday to receive holiday pay	
- If Employee is entitled to a paid holiday, the Employee is paid the Holiday wage and supplemental benefits whether they work or not. If Employee works the Holiday, the Employee will receive holiday pay (including supplemental benefits), plus the applicable premium wage for working the Holiday. If Employee works in excess of 8 hours on Holiday, then benefits will be paid for any hours in excess of 8 hours.	

REGISTERED APPRENTICES

1 Year terms at the following wage rates.

1st	2nd	3rd	4th
\$ 18.60	\$ 22.31	\$ 26.03	\$ 29.75
+3.09*	+3.09*	+3.09*	+3.09*

\*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All Terms \$ 16.30

11-279.2B/H&H

**Carpenter - Floor Coverer**

**10/01/2024**

**JOB DESCRIPTION** Carpenter - Floor Coverer

**DISTRICT** 11

**ENTIRE COUNTIES**

Columbia, Sullivan, Ulster

**PARTIAL COUNTIES**

Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing west to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

**WAGES**

WAGES:(per hour)

	07/01/2024	07/01/2025
		Additional
Carpet/Resilient Floor Coverer	\$ 37.19	\$ 2.23**
	+6.31*	

\* For all hours paid straight or premium

\*\* To be allocated at a later date.

**SHIFT WORK**

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journey worker \$ 30.65

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**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

Overtime: See ( 5, 6 ) on HOLIDAY PAGE

- Holidays that fall on Sunday will be observed Monday

- Must be employed during the five (5) work days immediately preceding a holiday or during the five (5) work days following the paid holiday to receive holiday pay

- If Employee is entitled to a paid holiday, the Employee is paid the Holiday wage and supplemental benefits whether they work or not. If Employee works the Holiday, the Employee will receive holiday pay (including supplemental benefits), plus the applicable premium wage for working the Holiday. If Employee works in excess of 8 hours on Holiday, then benefits will be paid for any hours in excess of 8 hours.

**REGISTERED APPRENTICES**

1 Year terms at the following wage rates.

1st	2nd	3rd	4th
\$ 18.60	\$ 22.31	\$ 26.03	\$ 29.75
+3.09*	+3.09*	+3.09*	+3.09*

\*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All terms \$ 16.30

11-279.2Floor

**Electrician**

**10/01/2024**



**JOB DESCRIPTION** Electrician

**DISTRICT** 11

**ENTIRE COUNTIES**

Orange, Putnam, Rockland

**PARTIAL COUNTIES**

Dutchess: Towns of Fishkill, East Fishkill, and Beacon.

**WAGES**

Per hour:

	07/01/2024
Electrician Wireman/Technician	\$ 50.50
	+ 9.50*

\*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (subject to overtime premiums):

- On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, or gas masks, they shall receive an additional \$2.00 per hour above the regular straight time rate.

- Journeyman Wireman working in Shafts, Tunnels or on Barges: \$5.00 above the Journeyman Wireman rate of pay

- Journeyman Wireman when performing welding or cable splicing: \$3.00 above the Journeyman Wireman rate of pay

- Journeyman Wireman required to have a NYS Asbestos Certificate: \$3.00 above the Journeyman Wireman rate of pay

- Journeyman Wireman required to have a CDL: \$3.00 above the Journeyman Wireman rate of pay.

**SHIFT WORK**

SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply when shift is worked:

Between 4:30pm & 12:30am	\$ 59.30
	+ 9.50*
Between 12:30am & 8:30am	\$66.35
	+ 9.50*

**SUPPLEMENTAL BENEFITS**

Per hour:	07/01/2024
Journeyman	\$ 29.68 plus
	3% of straight
	or premium wage

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after.

**REGISTERED APPRENTICES**

WAGES:

(1)year terms at the following rates

07/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 16.01	\$ 19.40	\$ 24.25	\$ 29.10	\$ 33.95	\$ 36.38
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	18.78	22.76	28.45	34.13	39.82	42.67
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	21.04	25.49	31.86	38.24	44.61	47.80
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
09/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 16.01	\$ 19.40	\$ 24.25	\$ 29.10	\$ 33.95	\$ 36.38
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
2nd Shift	18.78	22.76	28.45	34.13	39.82	42.67
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
3rd Shift	21.04	25.49	31.86	38.24	44.61	47.80
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
04/01/2025	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 16.34	\$ 19.80	\$ 24.75	\$ 29.70	\$ 34.65	\$ 37.13
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
2nd Shift	19.17	23.23	29.03	34.84	40.64	43.55
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*

3rd Shift	21.47 +1.00*	26.02 +1.00*	32.52 +1.00*	39.03 +2.00*	45.53 +2.50*	48.79 +2.50*
-----------	-----------------	-----------------	-----------------	-----------------	-----------------	-----------------

\*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

**SUPPLEMENTAL BENEFITS** per hour:

07/01/2024

1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 16.28 plus 3% of straight or premium wage
3rd term	\$ 18.28 plus 3% of straight or premium wage
4th term	\$ 18.78 plus 3% of straight or premium wage
5th term	\$ 20.28 plus 3% of straight or premium wage
6th term	\$ 20.28 plus 3% of straight or premium wage

09/01/2024

1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 17.78 plus 3% of straight or premium wage
3rd term	\$ 18.78 plus 3% of straight or premium wage
4th term	\$ 19.78 plus 3% of straight or premium wage
5th term	\$ 21.28 plus 3% of straight or premium wage
6th term	\$ 21.28 plus 3% of straight or premium wage

11-363/1

**Elevator Constructor**

**10/01/2024**

**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	07/01/2024	01/01/2025
Mechanic	\$ 70.15	\$ 73.07
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

**SUPPLEMENTAL BENEFITS**

Per hour	07/01/2024	01/01/2025
Journeyworker/Helper	\$ 37.885*	\$ 38.435*

(\*)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 Journeyperson/Helper

1-138

<b>Glazier</b>	<b>10/01/2024</b>
----------------	-------------------

**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:

	07/01/2024	05/01/2025 Additional
Glazier, Glass Tinting and Window Film	\$ 63.28	\$ 1.11***
Scaffolding, including swing scaffold	67.28	
*Mechanical Equipment	64.28	
**Repair & Maintenance	30.76	

\*Mechanical equipment, scissor jacks, man lifts, booms & buckets 30' or more, but not pipe scaffolding.

\*\*Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative Repair & Maintenance contract value is under \$193,000.

\*\*\*To be allocated at a later date.

**SUPPLEMENTAL BENEFITS**

Per hour:

7/01/2024

Glazier, Glass Tinting  
Window Film, Scaffolding  
and Mechanical Equipment

\$ 42.13

Repair & Maintenance

24.62

**OVERTIME PAY**

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

For 'Repair & Maintenance' see (B, B2, I, S) on overtime page.

**HOLIDAY**

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

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

For 'Repair & Maintenance'

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:

7/01/2024

1st term	\$ 22.34
2nd term	30.64
3rd term	40.87
4th term	50.14

Supplemental Benefits:

(Per hour)

1st term	\$ 19.27
2nd term	27.34
3rd term	32.85
4th term	36.01

8-1087 (DC9 NYC)

<b>Insulator - Heat &amp; Frost</b>	<b>10/01/2024</b>
-------------------------------------	-------------------

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Westchester

**WAGES**

Per hour:

07/01/2024

Insulator	\$ 60.85
Discomfort & Additional Training**	63.92
Fire Stop Work*	32.97

\* 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	\$ 38.25
Discomfort & Additional Training	40.32
Fire Stop Work: Journeyworker	19.48

#### 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
\$ 32.97	\$ 38.54	\$ 44.12	\$ 49.70

Discomfort & Additional Training Apprentices:			
1st	2nd	3rd	4th
\$ 34.51	\$ 40.38	\$ 46.27	\$ 52.16

Supplemental Benefits paid per hour:

Insulator Apprentices:	
1st term	\$ 19.48
2nd term	23.23
3rd term	26.98
4th term	30.74

Discomfort & Additional Training Apprentices:	
1st term	\$ 20.50
2nd term	24.47
3rd term	28.43
4th term	32.39

8-91

<b>Ironworker</b>	<b>10/01/2024</b>
-------------------	-------------------

**JOB DESCRIPTION** Ironworker

**DISTRICT** 11

#### ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

#### WAGES

Per hour:

	07/01/2024	07/01/2025	07/01/2026
		Additional	Additional
Structural	\$ 51.38	\$ 2.00*	\$ 2.00*

Reinforcing	51.38	2.00*	2.00*
Ornamental	51.38	2.00*	2.00*
Chain Link Fence	51.38	2.00*	2.00*

\* To be allocated at a later date.

NOTE: For Reinforcing classification ONLY, Ironworker 4-46Reinf rates apply in Rockland County's southern section (south of Convent Road and east of Blue Hills Road).

### SHIFT WORK

On Government Mandated Irregular Workdays or Shift Work, the following wage will be paid:

1st Shift	\$ 51.38
2nd Shift	66.39
3rd Shift	71.39

Note- Any shift that works past 12:00 midnight shall receive the 3rd shift differential.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 45.56
------------	----------

### OVERTIME PAY

See (B1, Q, V) on OVERTIME PAGE

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

If a holiday falls on Saturday, it will be observed Friday. If a holiday falls on Sunday, it will be observed Monday.

### REGISTERED APPRENTICES

Wages:

(1) year terms at the following wage:

	1st yr	2nd yr	3rd yr	4th yr
1st Shift	\$ 25.69	\$ 30.83	\$ 35.97	\$ 41.10
2nd Shift	36.15	42.20	48.25	54.29
3rd Shift	39.64	45.99	52.35	58.69

Supplemental Benefits per hour:

	07/01/2024
1st year	\$ 40.94
2nd year	41.86
3rd year	42.79
4th year	43.71

11-417

## Laborer - Building

10/01/2024

**JOB DESCRIPTION** Laborer - Building

**DISTRICT** 11

### ENTIRE COUNTIES

Orange, Sullivan, Ulster

### PARTIAL COUNTIES

Delaware: Only the Townships of Andes, Bovina, Davenport, Delhi, Franklin, Hamden, Harpersfield, Kortright, Meredith, Middletown, Roxbury, and Stamford.

Greene: Only the Township of Catskill.

### WAGES

Class 1: Custodial and janitorial work, general cleanup, and flag person.

Class 2: Concrete laborer, mason tending, hod carrier, signal person, pressure blasting and washing, chainsaw, demo saw, jackhammers, general labor.

Class 3: Jumping jack, air track drills, grading, explosive handler and blaster, grade checker. When OSHA requires negative pressure respirator.

Class 4: Environmental work including but not limited to asbestos abatement, toxic and hazardous abatement, lead abatement work, mold remediation and biohazards.

WAGES: (per hour)	07/01/2024	06/01/2025	06/01/2026
		Additional	Additional
Class 1	\$ 43.15	\$ 2.69*	\$ 2.79*
Class 2	43.95	2.72*	2.82*

Class 3	45.90	2.79*	2.89*
Class 4	49.00	2.90*	3.00*

\*To be allocated at a later date.

These rates will cover all work within five feet of the building foundation line.

### SHIFT WORK

Shift Differential: On all Governmental mandated irregular or off shift work, an additional 25% of wage is required. The 25% shift differential will be paid on public works contract for shifts or irregular workdays outside the normal working hours for 2nd and 3rd shifts or irregular workday or when mandated or required by state, federal, county, local or other governmental agency contracts.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 33.50
Shift	40.84

### OVERTIME PAY

See (B, \*E, E5, \*\*Q) on OVERTIME PAGE

\*For first 8 hours on Saturday

\*\*When an employee is required to work on a holiday which falls on a Sunday the employee shall be paid three (3) times the hourly rate and one (1) hour benefits for every hour worked. When an employee is required to work on a holiday which falls on a Saturday the employee shall be paid two and a half (2.5) times the hourly rate and one hour benefits for every hour worked.

### HOLIDAY

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

Holidays that fall on Saturday shall be observed on Friday, when holidays fall on Sunday they shall be observed on Monday.

### REGISTERED APPRENTICES

(1000) hour terms at the following wages.

	07/01/2024
1st term	\$ 28.05
2nd term	32.35
3rd term	36.70
4th term	41.00

Supplemental Benefits per hour:

All Terms Regular	\$ 29.23
All Terms Shift Rate	35.39

11-17.BA

### Laborer - Heavy&Highway

10/01/2024

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT** 11

### ENTIRE COUNTIES

Orange, Sullivan, Ulster

### PARTIAL COUNTIES

Delaware: Only the Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Meredith, and Davenport.

Greene: Only the Township of Catskill.

### WAGES

CLASS 1: Flag person, gate person.

CLASS 2: General laborer, chuck tender, nipper, powder carrier, magazine tender, concrete men, vibrator men, mason tender, mortar men, traffic control, custodial work, temporary heat, pump men, pit men, dump men, asphalt men, joint setter, signalman, pipe men, riprap, dry stone layers, jack hammer, bush hammer, pavement breaker, men on mulching & seeding machines, all seeding & sod laying, landscape work, walk behind self-propelled power saws, grinder, walk behind rollers and tampers of all types, burner men, filling and wiring of baskets for gabion walls, chain saw operator, railroad track laborers, power buggy, plaster & acoustic pump, power brush cutter, retention liners, walk behind surface planer, chipping hammer, manhole, catch basin or inlet installing, mortar mixer, laser men. \*Micro paving and crack sealing.

CLASS 3: Asbestos, toxic, bioremediation and Phyto-remediation, lead or hazardous materials abatement when certification or license is required, Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power.

CLASS 4: Asphalt screed man, blaster, all laborers involved in pipejacking and boring operations not exceeding more than 10 feet into pipe, boring or drilled area.

WAGES: (per hour) 07/01/2024

Class 1	\$ 42.35
Class 2	46.05

Class 3	50.75
Class 4	55.80

\* When laborers are performing micro paving, crack sealing or slurry application when not part of asphalt prep operations laborers shall receive an additional \$2.50 per hour over rate.

\*\*To be allocated at a later date.

#### SHIFT WORK

SHIFT DIFFERENTIAL: Night work and irregular shift require 20% increase on wages for all Government mandated night and irregular shift work.

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 33.38
Shift	39.18

#### OVERTIME PAY

See (B, E, P, \*R, \*\*S, \*\*\*T, X) on OVERTIME PAGE

\*For Mon-Fri Holidays, Double Benefits to be paid for all hours worked.

\*\*For Saturday Holidays, Two- and one-half Benefits for all hours worked.

\*\*\*For Sunday Holidays, Triple Benefits for all hours worked.

#### HOLIDAY

Paid: See (5, 6, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE

To be eligible for a paid holiday, an employee must work at least two (2) days in the calendar week or payroll week in which the holiday falls.

#### REGISTERED APPRENTICES

(1000) hour terms at the following wages.

	07/01/2024
1st term	\$ 28.05
2nd term	32.35
3rd term	36.70
4th term	41.00

Supplemental Benefits per hour:

All Terms Regular	\$ 29.23
All Terms Shift Rate	34.16

11-17.1H/H

#### Laborer - Tunnel

10/01/2024

**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)

	07/01/2024	06/01/2025
Class 1	\$ 57.05	\$ 58.55
Class 2	59.20	60.70
Class 4	65.60	67.10
Class 5	49.90	51.40

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 3.00 an hour.

#### SHIFT WORK

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	\$ 36.98	\$ 38.23
Benefit 2	55.39	59.99
Benefit 3	74.58	76.73

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

10/01/2024

### JOB DESCRIPTION Lineman Electrician

### 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, Wyoming, Yates

#### WAGES

A 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, assembly of all electrical materials, conduit, pipe, 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.

Crane Operators: Operation of any type of crane on line projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on line projects.

Digging Machine Operator: All other digging equipment and augering on line projects.

A 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.

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. Includes access matting for line work.

Per hour: 07/01/2024

#### Group A:

Lineman, Technician	\$ 58.90
Crane, Crawler Backhoe	58.90
Welder, Cable Splicer	58.90



Group B:	
Digging Mach. Operator	53.01
Tractor Trailer Driver	50.07
Groundman, Truck Driver	47.12
Equipment Mechanic	47.12
Flagman	35.34

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work." Includes access matting for line work.

Group A:	
Lineman, Technician	\$ 58.90
Crane, Crawler Backhoe	58.90
Cable Splicer	64.79
Certified Welder, Pipe Type Cable	61.85

Group B:	
Digging Mach. Operator	53.01
Tractor Trailer Driver	50.07
Groundman, Truck Driver	47.12
Equipment Mechanic	47.12
Flagman	35.34

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. Includes access matting for line work.

Group A:	
Lineman, Tech, Welder	\$ 60.22
Crane, Crawler Backhoe	60.22
Cable Splicer	66.24
Certified Welder, Pipe Type Cable	63.23

Group B:	
Digging Mach. Operator	54.20
Tractor Trailer Driver	51.19
Groundman, Truck Driver	48.18
Equipment Mechanic	48.18
Flagman	36.13

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. Includes access matting for line work.

Group A:	
Lineman, Tech, Welder	\$ 61.41
Crane, Crawler Backhoe	61.41

Group B:	
Digging Mach. Operator	55.27
Tractor Trailer Driver	52.20
Groundman, Truck Driver	49.13
Equipment Mechanic	49.13
Flagman	36.85

Additional \$1.00 per hour for entire crew when a helicopter is used.

#### **SHIFT WORK**

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 %

### SUPPLEMENTAL BENEFITS

Per hour:

07/01/2024

Group A	\$ 30.90 *plus 7% of the hourly wage paid
Group B	\$ 26.90 *plus 7% of the hourly wage paid

\*The 7% is based on the hourly wage paid, straight time or premium time.

### OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction.

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 Journeyworker's Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

\$ 26.90  
\*plus 7% of  
the hourly  
wage paid

\*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249a

### Lineman Electrician - Teledata

10/01/2024

**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).

07/01/2024

01/01/2025

Cable Splicer	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 37.24	\$ 38.73
Groundman	\$ 19.74	\$ 20.53

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

## SHIFT WORK

THE FOLLOWING RATES APPLY WHEN THE CONTRACTING AGENCY MANDATES MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION ARE WORKED. WHEN TWO (2) OR THREE (3) SHIFTS ARE WORKED THE FOLLOWING RATES APPLY:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

## SUPPLEMENTAL BENEFITS

Per hour:	07/01/2024	01/01/2025
Journeyworker	\$ 5.70	\$ 5.70
	*plus 3% of the hour wage paid	*plus 3% of the hour 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

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

<b>Lineman Electrician - Traffic Signal, Lighting</b>	<b>10/01/2024</b>
---	-------------------

**JOB DESCRIPTION** Lineman Electrician - Traffic Signal, Lighting

**DISTRICT** 6

## ENTIRE COUNTIES

Columbia, Dutchess, Orange, Putnam, Rockland, Ulster

## 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.

Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on Traffic Signal/Lighting projects.

Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

A 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.

Per hour:	07/01/2024
-----------	------------

### Group A:

Lineman, Technician	\$ 51.82
Crane, Crawler Backhoe	51.82
Certified Welder	54.41

### Group B:

Digging Machine	46.64
Tractor Trailer Driver	44.05
Groundman, Truck Driver	41.46
Equipment Mechanic	41.46
Flagman	31.09

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.

### SHIFT WORK

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%

### SUPPLEMENTAL BENEFITS

Per hour worked:

07/01/2024

Group A: \$ 30.90  
\*plus 7% of  
the hourly  
wage paid

Group B \$ 26.90  
\*plus 7% of  
the hourly  
wage paid

\*The 7% is based on the hourly wage paid, straight time or premium time.

### OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction.

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 Journeyworker's Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

\$ 26.90  
\*plus 7% of  
the hourly  
wage paid

\*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249aReg8LT

## Lineman Electrician - Tree Trimmer

10/01/2024

**JOB DESCRIPTION** Lineman Electrician - Tree Trimmer

**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, Wyoming, Yates

### WAGES

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also includes stump removal near underground energized electrical lines including telephone and CATV lines.

Per hour: 07/01/2024

Tree Trimmer	\$ 31.44
Equipment Operator	27.80
Equipment Mechanic	27.80
Truck Driver	23.15
Groundman	19.07
Flag person	15.00*

\*NOTE-Rate effective on 01/01/2025 - \$15.50 due to minimum wage increase.

#### SUPPLEMENTAL BENEFITS

Per hour:

07/01/2024

Journeyworker	\$ 10.48
	*plus 4.5% of the hourly wage paid

\* The 4.5% is based on the hourly wage paid, straight time rate or premium rate.

#### OVERTIME PAY

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

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, 15) on HOLIDAY PAGE

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

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday. All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

#### Mason - Building

10/01/2024

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 11

#### ENTIRE COUNTIES

Dutchess, Sullivan, Ulster

#### PARTIAL COUNTIES

Orange: Entire county except the Township of Tuxedo.

#### WAGES

Per hour:

07/01/2024

Bricklayer	\$ 46.45
Cement Mason	46.45
Plasterer/Stone Mason	46.45
Pointer/Caulker	46.45

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

#### SHIFT WORK

SHIFT WORK: When shift work or an irregular workday is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

Irregular workday 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	\$ 38.00
------------	----------

#### OVERTIME PAY

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

11-5du-b

<b>Mason - Building</b>	<b>10/01/2024</b>
-------------------------	-------------------

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

**ENTIRE COUNTIES**  
Dutchess, Orange, Putnam, Sullivan, Ulster

**WAGES**

Per hour: 07/01/2024 12/02/2024

Building: Additional

Tile, Marble,& Terrazzo Mechanic/Setter	\$ 58.06	\$ 0.63*
--	----------	----------

\*To be allocated at a later date.

**SUPPLEMENTAL BENEFITS**

Per Hour:  
Journeyworker: \$ 25.11\*  
+ 6.14

\* This portion of benefits subject to same premium rate as shown for overtime wages.

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE  
Double time rate applies after 10 hours

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wage per hour:  
(Counties of Orange & Putnam)  
750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6751-
750	1500	2250	3000	3750	4500	5250	6000	6750	7500
07/01/2024									
\$22.19	\$27.21	\$34.45	\$39.46	\$43.07	\$46.58	50.23	\$55.24	\$57.71	\$62.00

Supplemental Benefits per hour:  
(Counties of Orange & Putnam)

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2024									
\$12.55*	\$12.55*	\$15.36*	\$15.36*	\$16.36*	\$17.86*	\$18.86*	\$18.86*	\$18.86*	\$24.11*
+ 0.76	+ 0.81	+ 0.91	+ 0.96	+ 1.43	+ 1.48	+ 1.91	+ 1.97	+ 4.57	+ 5.18

Wages per hour:  
(Counties of Dutchess, Sullivan, Ulster)

750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6751-
750	1500	2250	3000	3750	4500	5250	6000	6750	7500
07/01/2024									
\$22.06	\$26.44	\$28.50	\$32.88	\$35.84	\$39.71	\$43.21	\$46.59	\$47.95	\$51.44

Supplemental Benefits per hour:  
(Counties of Dutchess, Sullivan, Ulster)

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2024									
\$12.55*	\$12.55*	\$14.86*	\$14.86*	\$15.86*	\$16.36*	\$16.86*	\$17.86*	\$17.86*	\$22.61*
+ 0.76	+ 0.80	+ 0.85	+ 0.89	+ 1.35	+ 1.40	+ 1.82	+ 1.87	+ 4.93	+ 5.02

\* This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/52B

Mason - Building

10/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES  
Dutchess, Orange, Putnam, Sullivan, Ulster

WAGES		
Per hour:	07/01/2024	12/02/2024
Building		Additional
Tile, Marble, & Terrazzo Finisher	\$ 47.74	\$ 0.54*

\*To be allocated at a later date.

SUPPLEMENTAL BENEFITS  
Journeyworker:

Per Hour	\$ 22.11*
	+ 6.01

\*This portion of benefits subject to same premium rate as shown for overtime wages

OVERTIME PAY  
See (A, \*E, Q) on OVERTIME PAGE  
Double time rate applies after 10 hours on Saturdays.

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

9-7/88B-tf

Mason - Building

10/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

### PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

### WAGES

Per hour:

07/01/2024

Bricklayer	\$ 47.44
Cement Mason	47.44
Plasterer/Stone Mason	47.44
Pointer/Caulker	47.44

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

### SHIFT WORK

SHIFT WORK: When shift work or an irregular workday is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

Irregular workday 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	\$ 38.50
------------	----------

### 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

10/01/2024

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

### ENTIRE COUNTIES

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

### WAGES

Per Hour:

07/01/2024

01/06/2025

Marble Cutters & Setters

\$ 63.92

Additional

\$ 0.75\*

\*To be allocated at a later date.

### SUPPLEMENTAL BENEFITS



Per Hour:

Journeyworker \$ 40.05

**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:

07/01/2024

750 hour terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th
0- 3000	3001- 3750	3751- 4500	4501- 5250	5251- 6000	6001- 6750	6751- 7500	7500+
\$ 27.01	\$ 40.52	\$ 43.88	\$ 47.26	\$ 50.64	\$ 54.32	\$ 60.71	\$ 63.92

Supplemental Benefits per hour:

07/01/2024

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 26.42	\$ 29.76	\$ 30.61	\$ 31.44	\$ 32.28	\$ 37.55	\$ 39.23	\$ 40.05

9-7/4

**Mason - Heavy&Highway**

**10/01/2024**

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 11

**ENTIRE COUNTIES**

Dutchess, Sullivan, Ulster

**PARTIAL COUNTIES**

Orange: Entire county except the Township of Tuxedo.

**WAGES**

Per hour:

07/01/2024

Bricklayer	\$ 46.95
Cement Mason	46.95
Marble/Stone Mason	46.95
Plasterer	46.95
Pointer/Caulker	46.95

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 workday is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

Irregular workday 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 \$ 38.00

**OVERTIME PAY**

Cement Mason See ( B, E, Q, W )

All Others See ( B, E, Q )

**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.

- Supplemental Benefits are not paid for paid Holiday

- If Holiday is worked, Supplemental Benefits are paid for hours worked.

- Whenever an Employee works within three (3) calendar days before a holiday, the Employee shall be paid for the Holiday.

## 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

11-5du-H/H

## Mason - Heavy&Highway

10/01/2024

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 11

### ENTIRE COUNTIES

Putnam, Rockland, Westchester

### PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

### WAGES

Per hour:

07/01/2024

Bricklayer	\$ 47.94
Cement Mason	47.94
Marble/Stone Mason	47.94
Plasterer	47.94
Pointer/Caulker	47.94

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 workday is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

Irregular workday 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	\$ 38.50
------------	----------

### OVERTIME PAY

Cement Mason	See ( B, E, Q, W )
All Others	See ( B, E, Q, )

### 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.

- Supplemental Benefits are not paid for paid Holiday

- If Holiday is worked, Supplemental Benefits are paid for hours worked.

- Whenever an Employee works within three (3) calendar days before a holiday, the Employee shall be paid for the Holiday.

## 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 / Heavy&Highway**

**10/01/2024**

**JOB DESCRIPTION** Operating Engineer - Building / Heavy&Highway

**DISTRICT** 11

**ENTIRE COUNTIES**

Delaware, Orange, Rockland, Sullivan, Ulster

**WAGES**

CLASS A5: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with 140ft boom and over.

CLASS A4: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with 100ft to 139ft boom.

CLASS A3: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes with a boom under 100ft.

CLASS A2: Cranes, Derricks and Pile Drivers less than 100 tons with 140ft boom and over.

CLASS A1: Cranes, Derricks and Pile Drivers less than 100 tons with a 100ft to 139ft boom.

CLASS A: Cranes, Derricks and Pile Drivers less than 100 tons with a boom under 100ft.; Autograde Combination Subgrader, Base Material Spreader and Base Trimmer (CMI and Similar Types); Autograde Pavement profiler (CMI and Similar Types); Autograde Pavement Profiler and Recycle type (CMI and Similar Type); Autograde Placer-Trimmed-Spreader Comb. (CMI & Similar types); Autograde Slipform Paver (CMI & Similar Types); Central Power Plants (all types); Chief of Party; Concrete Paving Machines; Drill (Bauer, AMI and Similar Types); Drillmaster, Quarrymaster (Down the Hole Drill), Rotary Drill, Self-Propelled Hydraulic Drill, Self-Powered Drill; Draglines; Elevator Graders; Excavator; Front End Loaders (5 yds. and over); Gradall's; Grader-Rago; Helicopters (Co-Pilot); Helicopters (Communications Engineer);Juntann Pile Driver; Locomotive (Large); Mucking Machines; Pavement & Concrete Breaker, i.e., Superhammer & Hoe Ram; Roadway Surface Grinder; Prentice Truck; Scooper (Loader and Shovel); Shovels; Tree Chopper with Boom; Trench Machines (Cable Plow); Tunnel Boring Machine; Vacuum Truck

CLASS B: "A" Frame; Backhoe (Combination); Boom Attachment on Loaders (Rate based on size of Bucket) not applicable to Pipehook; Boring and Drilling Machines; Brush Chopper, Shredder and Tree Shredder, Tree Shearer; Bulldozer(Fine Grade); Cableways; Carryalls; Concrete Pump; Concrete Pumping System, Pump Concrete and Similar Types; Conveyors (125 ft. and over); Drill Doctor (duties incl. Dust Collector Maintenance); Front End Loaders (2 yds. but less than 5 yds.); Graders (Finish); Groove Cutting Machine (Ride on Type); Heater Planer; Hoists (all type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Roof, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type); Long Boom Rate to be applied if Hoist is "Outside Material Tower Hoist\*\*\*; Hydraulic Cranes-10 tons and under; Hydraulic Dredge; Hydro-Axe; Hydro Blaster; Jacks-Screw Air Hydraulic Power Operated Unit or Console Type (not hand Jack or Pile Load Test Type); Log Skidder; Pans; Pavers (all) concrete; Plate and Frame Filter Press; Pumpcrete Machines, Squeezcrete & Concrete Pumping (regardless of size); Scrapers; Side Booms; "Straddle"Carrier-Ross and similar types; Winch Trucks (Hoisting); Whip Hammer

CLASS C: Asphalt Curbing Machine; Asphalt Plant Engineer; Asphalt Spreader; Autograde Tube Finisher and Texturing Machine (CMI & Similar types); Autograde Curecrete Machine (CMI & Similar Types); Autograde Curb Trimmer & Sidewalk, Shoulder, Slipform (CMI & Similar Types); Bar Bending Machines (Power); Barrier Moving Machine-Zipper; Batches, Batching Plant and Crusher on Site; Belt Conveyor Systems; Boom Type Skimmer Machines; Bridge Deck Finisher; Bulldozer(except fine grade); Car Dumpers (Railroad); Compressor and Blower Type Units (used independently or mounted on dual purpose Trucks, on Job Site or in conjunction with jobsite, in Loading and Unloading of Concrete, Cement, Fly Ash, Instantcrete, or Similar Type Materials); Compressors (2 or 3 in Battery); Concrete Finishing Machines; Concrete cleaning decontamination machine operator; Concrete Saws and Cutters (Ride-on type); Concrete Spreaders (Hetzl, Rexomatic and Similar Types); Concrete Vibrators; Conveyors (under 125 feet); Crushing Machines; Directional Boring Machines; Ditching Machine-small (Ditch-witch, Vermeer, or Similar type); Dope Pots (Mechanical with or without pump); Dumpsters; Elevator; Fireman; Fork Lifts (Economobile, Lull and Similar Types of Equipment); Front End Loaders (1 yd. and over but under 2 yds.); Generators (2 or 3 in Battery); Giraffe Grinders; Grout Pump; Gunnite Machines (excluding nozzle); Hammer Vibrator (in conjunction with Generator); Heavy Equipment Robotics Operator Technician; Hoists-Roof, Tugger, Aerial Platform Hoist & House Cars; Hoppers; Hopper Doors (power operated); Hydro Blaster; Hydraulic Jacking Trailer; Ladders (motorized); Laddervator; Locomotive-dinky type; Maintenance -Utility Man; Master Environmental Maintenance Technician; Mechanics; Mixers (Excepting Paving Mixers); Motor Patrols; Pavement Breakers (small self - propelled ride on type-also maintains compressor hydraulic unit); Pavement Breaker-truck mounted; Pipe Bending Machine (Power); Pitch Pump; Plaster Pump (regardless of size); Post Hole Digger (Post Pounder & Auger); Pot Hole Killer Trucks or equivalent; Rod Bending Machines (Power); Roller-Black Top; Scales (Power); Seaman pulverizing mixer; Shoulder widener; Silos; Skidsteer (all attachments); Skimmer Machines (boom-type); Steel Cutting Machine (service & maintain); Tam Rock Drill; Tractors; Transfer Machine; Captain (Power Boats); Tug Master (powerboats); Ultra High Pressure Waterjet Cutting Tool System operator/maintenance technician; Vacuum Blasting Machine; Vibrating Plants (used in conjunction with unloading); Welder and Repair Mechanics

CLASS D: Brooms and Sweepers; Chippers; Compressor (single); Concrete Spreaders (small type); Conveyor Loaders (not including Elevator Graders); Engines-large diesel (1620 HP) and Staging Pump; Farm Tractors; Fertilizing Equipment (Operation & Maintenance of); Fine Grade Machine (small type); Form Line Graders (small type); Front End Loader (under 1 yard); Generator (single); Grease, Gas, Fuel and Oil supply trucks; Heaters (Nelson or other type incl. Propane, Natural Gas or Flow type Units); Lights, Portable Generating Light Plants; Mixers (Concrete, small); Mulching Equipment (Operation and Maintenance of); Pumps (2 or less than 4 inch suction); Pumps (4 inch suction and over incl. submersible pumps); Pumps (Diesel Engine and Hydraulic-immaterial of power); Road Finishing Machines (small type); Rollers-grade, fill or stone base; Seeding Equip. (Operation and Maintenance of); Sprinkler & Water Pump Trucks (used on jobsite or in conjunction with jobsite); Steam Jennies and Boilers-irrespective of use; Stone Spreader; Tamping Machines, Vibrating Ride-on; Temporary Heating Plant (Nelson or other type, incl. Propane, Natural Gas or Flow Type Units); Water & Sprinkler Trucks (used on or in conjunction with jobsite); Welding Machines (Gas, Diesel, and/or Electric Converters of any type, single, two, or three in a battery); Wellpoint Systems (including installation by Bull Gang and Maintenance of)

CLASS E: Assistant Engineer/Oiler; Drillers Helper; Maintenance Apprentice (Deck Hand); Maintenance Apprentice (Oiler); Mechanics' Helper; Tire Repair and Maintenance; Transit/Instrument Man

WAGES:(per hour)

	07/01/2024	07/01/2025 Additional
Class A5	\$ 66.97 plus 5.00*	\$ 2.50***
Class A4	65.97 plus 5.00*	2.50***
Class A3	64.97 plus 5.00*	2.50***
Class A2	62.47 plus 5.00*	2.50***
Class A1	61.47 plus 5.00*	2.50***
Class A	60.47 plus 5.00*	2.50***
Class B	58.88 plus 5.00*	2.50***
Class C	56.97 plus 5.00*	2.50***
Class D	55.34 plus 5.00*	2.50***
Class E	51.63 plus 5.00*	2.50***
Safety Engineer	61.21 plus 5.00*	2.50***
Helicopter:		
Pilot/Engineer	62.29 plus 5.00*	2.50***
Co Pilot	60.47 plus 5.00*	2.50***
Communications Engineer	60.47 plus 5.00*	2.50***
Surveying:		
Chief of Party	60.47 plus 5.00*	2.50***
Transit/Instrument Man	51.63 plus 5.00*	2.50***
Rod/Chainman	51.05 plus 5.00*	2.50***
Additional \$0.75 for Survey work Tunnel under compressed air.		
Additional \$0.50 for Hydrographic work.		

\*The \$5.00 is added to the Class Base Wage for all hours worked. Additionally, the \$5.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

\*\*Outside Material Hoist (Class B) receives additional \$ 1.00 per hour on 110 feet up to 199 feet total height, \$ 2.00 per hour on 200 feet and over total height.

\*\*\*To be allocated at a later date

- On HAZARDOUS WASTE REMOVAL or ASBESTOS REMOVAL work, or any state or federally DESIGNATED HAZARDOUS WASTE SITE:

For projects bid on or before April 1, 2020...Where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift.

For projects bid after April 1, 2020...On hazardous waste removal work of any kind, including state or federally designated site where the operating engineer is required to wear level A, B, or C personal protection the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour. An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$ 1.00 per hour. This shall also apply to sites where the level D personal protection is required.

## SHIFT WORK

- SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

## SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 34.00\*

\*15% premium is also required on shift work benefits

#### OVERTIME PAY

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

\*15% premium is also required on shift work benefits

#### HOLIDAY

Paid: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Holidays falling on Sunday will be celebrated on Monday.

#### REGISTERED APPRENTICES

(1) year terms at the following percentage of journeyman's wage:

1st year	60% of Class base wage plus \$5.00*
2nd year	70% of Class base wage plus \$5.00*
3rd year	80% of Class base wage plus \$5.00*
4th year	90% of Class base wage plus \$5.00*

\*The \$5.00 is added to the Class Base Wage for all hours worked. Additionally, the \$5.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

Supplemental Benefits per hour:

Apprentices \$ 34.00

11-825

#### Operating Engineer - Marine Dredging

10/01/2024

**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: 07/01/2024

CLASS A1 \$ 45.26

Deck Captain, Leverman,  
Mechanical Dredge Operator,  
Licensed Tug Operator 1000HP or more.

CLASS A2 40.33

Crane Operator (360 swing)

CLASS B To conform to Operating Engineer  
Dozer, Front Loader Prevailing Wage in locality where work  
Operator on Land is being performed including benefits.

CLASS B1 39.14

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

CLASS B2 36.84

Certified Welder

CLASS C1 35.83

Drag Barge Operator,  
Steward, Mate,  
Assistant Fill Placer

CLASS C2 34.68  
Boat Operator

CLASS D 28.81  
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 \$ 12.00 plus 7%  
of straight time  
wage, Overtime hours  
add \$ 0.63

All Class C & D \$ 11.75 plus 7%  
of straight time  
wage, Overtime hours  
add \$ 0.50

### 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 - Steel Erectors

10/01/2024

**JOB DESCRIPTION** Operating Engineer - Steel Erectors

**DISTRICT** 11

### ENTIRE COUNTIES

Delaware, Orange, Rockland, Sullivan, Ulster

### WAGES

CLASS A3: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with a 140 ft. boom and over.

CLASS A2: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with up to a 139 ft. boom and under.

CLASS A1: Cranes, Derricks and Pile Drivers less than 100 tons with a 140 ft. boom and over.

CLASS A: Cranes, Derricks and Pile Drivers less than 100 tons with up to a 139 ft. boom and under.

CLASS B: "A" Frame; Cherry Pickers(10 tons and under); Hoists (all type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Roof, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type); Jacks-Screw Air Hydraulic Power Operated Unit or Console Type (not hand Jack or Pile Load Test Type); Side Booms; Straddle Carrier

CLASS C: Aerial Platform used as Hoist; Compressors (2 or 3 in Battery); Concrete cleaning/ decontamination machine operator; Directional Boring Machines; Elevator or House Cars; Conveyers and Tugger Hoists; Fireman; Fork Lifts; Generators (2 or 3 in Battery); Heavy Equipment Robotics Operator/Technician; Master Environmental Maintenance Technician; Maintenance -Utility Man; Rod Bending Machines (Power); Captain(powerboat); Tug Master; Ultra High Pressure Waterjet Cutting Tool System; Vacuum Blasting Machine; Welding Machines(gas or electric,2 or 3 in battery, including diesels); Transfer Machine; Apprentice Engineer/Oiler with either one compressor or one welding machine when used for decontamination and remediation

CLASS D: Compressor (single); Welding Machines (Gas, Diesel, and/or Electric Converters of any type); Welding System Multiple (Rectifier Transformer type)

CLASS E: Assistant Engineer/Oiler; Maintenance Apprentice (Deck Hand);Drillers Helper; Maintenance Apprentice (Oiler); Mechanics' Helper; Transit/Instrument Man

WAGES:(per hour)

	07/01/2024	07/01/2025
		Additional
Class A3	\$ 68.99 plus 5.00*	\$ 2.50**
Class A2	67.33 plus 5.00*	2.50**
Class A1	64.49 plus 5.00*	2.50**
Class A	62.83 plus 5.00*	2.50**

Class B	60.04 plus 5.00*	2.50**
Class C	57.38 plus 5.00*	2.50**
Class D	55.85 plus 5.00*	2.50**
Class E	52.09 plus 5.00*	2.50**
Vacuum Truck	60.80 plus 5.00*	2.50**
Safety Engineer	61.66 plus 5.00*	2.50**

Helicopter:		
Pilot/Engineer	64.49 plus 5.00*	2.50**
Co Pilot	64.10 plus 5.00*	2.50**
Communications Engineer	64.10 plus 5.00*	2.50**

Surveying:		
Chief of Party	60.80 plus 5.00*	2.50**
Transit/Instrument man	52.09 plus 5.00*	2.50**
Rod/Chainman	51.05 plus 5.00*	2.50**

Additional \$0.75 for Survey work Tunnels under compressed air.

Additional \$0.50 for Hydrographic work.

\*The \$5.00 is added to the Class Base Wage for all hours worked. Additionally, the \$5.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

\*\*To be allocated at a later date

- On HAZARDOUS WASTE REMOVAL or ASBESTOS REMOVAL work, or any state or federally DESIGNATED HAZARDOUS WASTE SITE:

For projects bid on or before April 1, 2020...Where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift.

For projects bid after April 1, 2020...On hazardous waste removal work of any kind, including state or federally designated site where the operating engineer is required to wear level A, B, or C personal protection the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour. An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$ 1.00 per hour. This shall also apply to sites where the level D personal protection is required.

## SHIFT WORK

- SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

## SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 34.00\*

\*15% premium is also required on shift work benefits

## OVERTIME PAY

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

\*15% premium is also required on shift work benefits

## HOLIDAY

Paid: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Holidays falling on Sunday will be celebrated on Monday.

## REGISTERED APPRENTICES

(1) year terms at the following percentage of journeyman's wage.

1st year	60% of Class base wage plus \$5.00*
2nd year	70% of Class base wage plus \$5.00*
3rd year	80% of Class base wage plus \$5.00*
4th year	90% of Class base wage plus \$5.00*

\*The \$5.00 is added to the Class Base Wage for all hours worked. Additionally, the \$5.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

Supplemental Benefits per hour:

Apprentices \$ 34.00

<b>Painter</b>	<b>10/01/2024</b>
----------------	-------------------

**JOB DESCRIPTION** Painter

**DISTRICT 1**

**ENTIRE COUNTIES**

Columbia, Dutchess, Greene, Orange, Sullivan, Ulster

**WAGES**

Per hour

07/01/2024

05/01/2025

Additional

Brush/Paper Hanger	\$ 38.81	\$ 1.99*
Dry Wall Finisher	38.81	1.99*
Lead Abatement	38.81	1.99*
Sandblaster-Painter	38.81	1.99*
Spray Rate	39.81	1.99*

(\*) To be allocated at later date.

See Bridge Painting rates for the following work:

Structural Steel, all work performed on tanks, ALL BRIDGES, towers, smoke stacks, flag poles. Rate shall apply to all of said areas from the ground up.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyworker \$ 27.37

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour

Six (6) month terms at the following percentage of Journeyperson's wage

1st	2nd	3rd	4th	5th	6th
50%	55%	65%	75%	85%	95%

Supplemental Benefits per hour worked

1st term \$ 11.39  
All others 27.37

1-155

<b>Painter - Bridge &amp; Structural Steel</b>	<b>10/01/2024</b>
--	-------------------

**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: 07/01/2024  
\$ 56.00  
+ 10.35\*

ADDITIONAL \$7.00 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 (50 hour 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:

\$ 12.43  
+ 31.55\*

\* 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 (50 hour 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.

1st year	\$ 22.40 + 4.14
2nd year	\$ 33.60 + 6.21
3rd year	\$ 44.80 + 8.28
Supplemental Benefits - Per hour:	
1st year	\$ 1.16 + 12.62
2nd year	\$ 7.46 + 18.93
3rd year	\$ 9.94 + 25.24

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

### Painter - Line Striping

10/01/2024

**JOB DESCRIPTION** Painter - Line Striping

**DISTRICT** 8

### ENTIRE COUNTIES

Albany, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Nassau, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

### WAGES

Per hour:

Painter (Striping-Highway):	07/01/2024	04/01/2025	04/01/2026
Striping-Machine Operator*	\$ 34.12	\$ 35.49	\$ 36.93
Linerman Thermoplastic	41.12	42.74	44.44

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.

SHIFT WORK

When directly specified in public agency or authority contract documents there shall be a 30% night shift premium pay differential for all work performed after 9:00pm and before 5:00am.

SUPPLEMENTAL BENEFITS

Per hour paid:			
Journeyworker:			
Striping Machine Operator:	\$23.65	\$ 24.30	\$ 24.95
Linerman Thermoplastic:	23.65	24.30	24.95

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:

1st Term:	\$ 16.00	\$ 16.00	\$ 16.00
2nd Term:	20.47	21.29	22.16
3rd Term:	27.30	28.39	29.54
Supplemental Benefits per hour:			
All terms:	\$ 23.65	\$ 24.30	\$ 24.95

8-1456-LS

Painter - Metal Polisher

10/01/2024

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		07/01/2024
Metal Polisher		\$ 39.33
Metal Polisher*		40.43
Metal Polisher**		43.33

\*Note: Applies on New Construction & complete renovation  
\*\* Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2024
Journeyworker:	
All classification	\$ 12.79

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, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:  
One (1) year term at the following wage rates:

	07/01/2024
1st year	\$ 19.67
2nd year	21.63
3rd year	23.60
1st year*	\$ 22.06

2nd year*	22.07
3rd year*	24.14
1st year**	\$ 22.17
2nd year**	24.13
3rd year**	26.10

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

<b>Plumber</b>	<b>10/01/2024</b>
----------------	-------------------

**JOB DESCRIPTION** Plumber

**DISTRICT** 11

**ENTIRE COUNTIES**

Orange, Rockland, Sullivan

**PARTIAL COUNTIES**

Ulster: Only the Townships of Plattekill, Marlboro, Wawarsing, and Shawangunk (except for Wallkill and Shawangunk Prisons).

**WAGES**

REFRIGERATION: For commercial and industrial refrigeration which means service, maintenance, and installation work where the combined compressor tonnage does not exceed 40 tons.

AIR CONDITIONING: Air conditioning to be installed that is water cooled shall not exceed 25 tons. This will include the piping of the component system and erection of water tower. Air conditioning that is air cooled shall not exceed 50 tons.

WAGES: (per hour)

	07/01/2024	05/01/2025
		Additional
Plumber	\$ 40.09	\$ 2.50*

\*To be allocated at a later date

Star Certification: an additional \$ 1.00 per hour over scale will be paid to all those who have Star Certification.

**SHIFT WORK**

Shift Differential: When mandated by the governmental agency, an additional 15% premium will be paid for irregular workday or for 2nd and 3rd shift.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 36.78*
------------	-----------

\*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.

**OVERTIME PAY**

See (B, G, P, \*V) on OVERTIME PAGE

\* A portion of the benefit amount is subject to the V code for overtime and shift differential work.

**HOLIDAY**

Paid: See (5, 6, 13, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 13, 15, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

(1)year terms at the following wage.

	07/01/2024
1st term	\$ 18.04
2nd term	22.05
3rd term	26.06
4th term	30.07
5th term	34.08

Supplemental Benefits per hour:

Apprentices

1st term	\$ 16.62*
2nd term	20.29*
3rd term	23.95*
4th term	27.63*
5th term	31.19*

\*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.  
11-373 Refrig

<b>Plumber</b>	<b>10/01/2024</b>
----------------	-------------------

**JOB DESCRIPTION** Plumber

**DISTRICT** 11

**ENTIRE COUNTIES**

Orange, Rockland, Sullivan

**PARTIAL COUNTIES**

Ulster: Only the Townships of Plattekill, Marlboro, Wawarsing, and Shawangunk (except for Wallkill and Shawangunk Prisons).

**WAGES**

WAGES:(per hour) 07/01/2024

Plumber/Steamfitter \$ 51.20

Note: For all work 40-60 feet above ground add \$ 0.25 per hour, over 60 feet add \$ 0.50 per hour.

**SHIFT WORK**

Shift Differential: When mandated by the governmental agency, an additional 15% premium will be paid for irregular workday or for 2nd and 3rd shift.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 45.57

\*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.

**OVERTIME PAY**

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

\* A portion of the benefit amount is subject to the V code for overtime and shift differential work.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

When a holiday falls on a Saturday, the day prior shall be considered and recognized as the holiday. When a holiday falls on a Sunday, the day proceeding shall be considered and recognized as the holiday to be observed.

**REGISTERED APPRENTICES**

(1) year terms at the following wages.

	07/01/2024
1st term	\$ 17.92
2nd term	23.04
3rd term	28.16
4th term	33.28
5th term	40.96

Supplemental Benefits per hour:

1st term	\$ 16.03*
2nd term	20.58*
3rd term	25.12*
4th term	29.68*
5th term	36.48*

\*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.  
11-373 SF

<b>Roofer</b>	<b>10/01/2024</b>
---------------	-------------------

**JOB DESCRIPTION** Roofer

**DISTRICT** 9

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2024

Roofer/Waterproofer \$ 48.50  
+ \$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: \$ 31.87

#### OVERTIME PAY

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

#### HOLIDAY

Overtime: See (5, 6) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

( 1 ) year term apprentices indentured prior to 01/01/2023

	1st	2nd	3rd	4th
	\$ 16.97	\$ 24.25	\$ 29.10	\$ 36.37
		+ 3.50*	+ 4.20*	+ 5.26*
Supplements:				
	1st	2nd	3rd	4th
	\$ 4.10	\$ 16.17	\$ 19.31	\$ 24.02

\* This portion is not subjected to overtime premiums.

(1) year term apprentices indentured after 01/01/2023

	1st	2nd	3rd	4th	5th
	\$ 18.43	\$ 21.82	\$ 24.25	\$ 29.10	\$ 36.37
		+ 3.16*	+ 3.50*	+ 4.20*	+ 5.26
Supplements:					
	1st	2nd	3rd	4th	5th
	\$ 7.73	\$ 14.59	\$ 16.17	\$ 19.31	\$ 24.02

\* This portion is not subjected to overtime premiums.

9-8R

#### Sheetmetal Worker

10/01/2024

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT** 8

#### ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

#### WAGES

07/01/2024  
SheetMetal Worker \$ 49.51  
+ 3.71\*

\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

#### 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 \$ 46.20

#### 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
	\$ 20.20	\$ 20.81	\$ 23.12	\$ 25.42	\$ 27.74	\$ 30.08	\$ 32.86	\$ 35.63
	+ 1.48*	+ 1.67*	+ 1.86*	+ 2.04*	+ 2.23*	+ 2.41*	+ 2.60*	+ 2.78*

\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental Benefits per hour:

Apprentices	
1st term	\$ 18.07
2nd term	22.24
3rd term	24.71
4th term	27.21
5th term	29.67
6th term	32.12
7th term	34.12
8th term	36.15

8-38

Sprinkler Fitter

10/01/2024

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES  
Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES  
Per hour 07/01/2024

Sprinkler \$ 53.34  
Fitter

SUPPLEMENTAL BENEFITS  
Per hour

Journeyworker \$ 30.77

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
\$ 25.89	\$ 28.77	\$ 31.39	\$ 34.27	\$ 37.14	\$ 40.02	\$ 42.90	\$ 45.77	\$ 48.65	\$ 51.53

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 9.18	\$ 9.18	\$ 20.90	\$ 20.90	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15
1-669.2									

Teamster - Building / Heavy&Highway

10/01/2024

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES  
Dutchess, Orange, Rockland, Sullivan, Ulster

WAGES  
GROUP 1: LeTourneau Tractors, Double Barrel Euclids, Athney Wagons and similar equipment (except when hooked to scrapers), I-Beam and Pole Trailers, Tire Trucks, Tractor and Trailers with 5 axles and over, Articulated Back Dumps and Road Oil Distributors, Articulated Water Trucks and Fuel Trucks/Trailers, positions requiring a HAZMAT CDL endorsement.

GROUP 1A: Drivers on detachable Gooseneck Low Bed Trailers rated over 35 tons.

GROUP 2: All equipment 25 yards and up to and including 30-yard bodies and cable Dump Trailers and Powder and Dynamite Trucks.

GROUP 3: All Equipment up to and including 24-yard bodies, Mixer Trucks, Dump Crete Trucks and similar types of equipment, Fuel Trucks, Batch Trucks and all other Tractor Trailers, Hi-Rail Truck.

GROUP 4: Tri-Axles, Ten Wheelers, Grease Trucks, Tillerman, Pattern Trucks, Attenuator Trucks, Water Trucks, Bus.

GROUP 5: Straight Trucks.

GROUP 6: Pick-up Trucks for hauling materials and parts, and Escort Man over-the-road.

WAGES: (per hour) 07/01/2024

GROUP 1	\$ 34.58
GROUP 1A	35.72
GROUP 2	34.02
GROUP 3	33.80
GROUP 4	33.69
GROUP 5	33.57
GROUP 6	33.57

**NOTE ADDITIONAL PREMIUMS:**

- Employees engaged in hazardous/toxic waste removal, on a State or Federally designated hazardous/toxic waste site, where the employee comes in contact with hazardous/toxic waste material and when personal protective equipment is required for respiratory, skin, or eye protection, the employee shall receive an additional 20% premium above the hourly wage.

**SHIFT WORK**

- On projects requiring an irregular shift a premium of 10% will be paid on wages. The premium will be paid for off-shift or irregular shift work when mandated by Governmental Agency.

**SUPPLEMENTAL BENEFITS**

Per hour:

First 40 hours	\$ 44.59
Over 40 hours	36.99

**OVERTIME PAY**

See (\*B, E, \*\*E2, \*\*\*P, X) on OVERTIME PAGE

\*Holidays worked Monday through Friday receive Double Time (2x) after 8 hours.

\*\*Makeup day limited to the employees who were working on the site that week.

\*\*\*Sunday Holidays are paid at a rate of double time and one half (2.5x) for all hours worked.

**HOLIDAY**

Paid: See (5, 6, 15, 25) on HOLIDAY PAGE

Overtime: See (\*1) on HOLIDAY PAGE

- Any employee working two (2) days in any calendar week during which a holiday occurs shall receive a days pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday or Sunday.

\*See OVERTIME PAY section for when additional premium is applicable on Holiday hours worked.

11-445B/HH

**Teamster - Delivery - Building / Heavy&Highway**

**10/01/2024**

**JOB DESCRIPTION** Teamster - Delivery - Building / Heavy&Highway

**DISTRICT** 11

**ENTIRE COUNTIES**

Dutchess, Orange, Rockland, Sullivan, Ulster

**WAGES**

Group 1	Tractor Trailer Drivers
Group 2	Tri- Axle

Wages: 07/01/2024

Group 1	\$ 33.70
Group 2	29.70

Hazardous/Toxic Waste Removal additional 20% when personal protective equipment is required.

**SUPPLEMENTAL BENEFITS**

Per hour paid:

First 40 hours	\$ 32.30
Over 40 hours	0.00

**OVERTIME PAY**

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

## HOLIDAY

Paid: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE  
Overtime: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE

- Employee must work either the scheduled day of work before or the scheduled day of work after the holiday in the workweek.
- Any employee working one (1) day in the calendar week during which a holiday occurs shall receive a day's pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday.
- When any of the recognized holidays occur on Sunday and are celebrated any day before or after the holiday Sunday, such days shall be considered as the holiday and paid for as such.

11-445 B/HH Delivery

## Welder

10/01/2024

### 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 07/01/2024

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 12226**

**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).

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University  
Construction Fund

☐ 05 Mental Hygiene  
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,  
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 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 :

- ☐ Construction (Building, Heavy  
Highway/Sewer/Water)  
☐ Tunnel  
☐ Residential  
☐ Landscape Maintenance  
☐ Elevator maintenance  
☐ Exterminators, Fumigators  
☐ Fire Safety Director, NYC Only

- ☐ Fuel Delivery  
☐ Guards, Watchmen  
☐ Janitors, Porters, Cleaners,  
Elevator Operators  
☐ Moving furniture and  
equipment  
☐ Trash and refuse removal  
☐ Window cleaners  
☐ Other (Describe)

9. Does this project comply 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://apps.labor.ny.gov/EDList/searchPage.do>

**For inquiries please call 518-457-5589.**



**NYSDOL Bureau of Public Work Debarment List     10/18/2024**

**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	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	*****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	*****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
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 GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
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	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	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	DOL		B&L RENOVATION CO.		618 OCEAN PARKWAY APT A6BROOKLYN NY 11230	09/17/2020	09/17/2025
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	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
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	*****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	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTI ON	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	NYC		CHARLES ZAHRAKKA		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



**NYSDOL Bureau of Public Work Debarment List    10/18/2024**

**Article 8**

DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
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	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
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	DOL		EMIL KISZKO		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION CORP.		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION LLC		4192 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
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	*****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		GIOVANNI NAPOLITANO		2501 BAYVIEW AVENUE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DA	*****4760	GTX CONSTRUCTION ASSOCIATES, CORP		2501 BAYVIEW AVE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027

**NYSDOL Bureau of Public Work Debarment List     10/18/2024**

**Article 8**

DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
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	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
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	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
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	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028

**NYSDOL Bureau of Public Work Debarment List    10/18/2024**

**Article 8**

DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
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		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
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	*****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 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAQSOOD AHMAD		618 OCEAN PKWY BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
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	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
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	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028

**NYSDOL Bureau of Public Work Debarment List     10/18/2024**

**Article 8**

DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
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		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
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	07/11/2022	07/11/2027
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL		ROBBYE BISSEAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
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 RD POMPEI 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	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
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     10/18/2024**

**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	DA		SILVANO TRAVAJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
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	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
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	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
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	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	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		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
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 CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL		WILLIAM SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029

**NYSDOL Bureau of Public Work Debarment List    10/18/2024**

**Article 8**

DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
-----	-----	--	---------------------	--	--	------------	------------

## SAMPLE FIRESTOP SCHEDULE

Project No:	Contractor Name and Address:	Date Submitted:
Project Title:	Supplier/Installer Name and Address:	Company Field Advisor Name and Address:
	Manufacturer Name and Address:	

Method of Protection for through-penetration in fire-resistance rated construction.

Manufacturer's Product Reference Numbers and/or Drawing Numbers	U.L., FM, Wamock Hersey or Omega Point Lab Penetration Design Nos.	Penetrating Item Description: Material, Size, Insulated, Combustible	Maximum Allowable Annular Space or Maximum Size Opening	Wall type Construction		Floor Type Construction	Fire Resistance Rating of Wall or Floor (Hourly)	F Rating	T Rating (floors Only)
				DES.	CONST.				
Example No. 1 DCFSS-130	UL #130	Maximum 4" Steel Pipe Non- Insulated		P4	6" CMU	N.A.	1 Hour	1 Hour	N.A.
Example No. 2 5300-ICF88.01	UL #591	Maximum 4" PVC Pipe		N.A.	N.A.	UL # D916	3 Hour	1 Hour	2 Hour



<b>SCHEDULE OF SUBMITTALS</b>	
<b>PROJECT NO.: Q1858</b>	
<b>FACILITY: Newburgh DOT - 112 Dickson St., Newburgh, NY 12550</b>	
<b>CONTRACTOR:</b>	
<b>PROJECT MANAGER: Michael McCullen</b>	
<b>DESIGN CONSULTANT: Fellenzer Engineering, LLP</b>	
<b>ENGINEER-IN-CHARGE: Fellenzer Engineering, LLP</b>	
<b>LEGEND</b>  <b>PACK:</b> SUBMITTAL PACKAGE  <b>SD:</b> SHOP DRAWINGS  <b>PD:</b> PRODUCT DATA  <b>EPD:</b> ENVIRONMENTAL PRODUCT DECLARATION  <b>SAM:</b> SAMPLES  <b>QCS:</b> QUALITY CONTROL SUBMITTALS  <b>LEED:</b> LEED SUBMITTALS  <b>CCS:</b> CONTRACT CLOSEOUT SUBMITTALS  <b><u>SUBMITTAL REVIEW RESPONSIBILITY:</u></b> <b>F:</b> OGS FIELD OFFICE <b>F/O:</b> OGS FIELD OFFICE / OFFICE (ALBANY) <b>D:</b> CONSULTANT / DESIGNER <b>S:</b> OGS SCHEDULING DEPARTMENT <b>RSM:</b> Regional Safety Manager	<b><u>INSTRUCTIONS TO THE CONTRACTOR</u></b>  1. Refer to <b>Section 013300 Submittals</b> of the Project Manual for general requirements regarding submittals and to <b>Section 017716 - CONTRACT CLOSEOUT</b> for project closeout submittals. 2. Refer to Sections of the specifications indicated herein for details of the requirements for each submittal listed. 3. Indicate in the rows (spaces) following each item: <b>a.</b> Critical submittals and long lead items (mark with an 'X'). Some critical submittals may already be identified by the design team. Confirm that these are critical submittals. <b>b.</b> The date the item will be submitted, and date approval is required (allow at least 3 weeks), and the date delivery of the material or equipment is necessary for completion of the work in accordance with the Progress Schedule. The date entered for the submittal is the last date a substitution will be considered. Proposed substitutions must be made prior to the date entered if more than one substitution is to be submitted for approval. Spaces which contain N/A do not require dates. 4. An example of a Submittal Transmittal (BDC-42) can be located at: <a href="http://www.ogs.ny.gov/BU/DC/forms/ContractorConstForms.asp">http://www.ogs.ny.gov/BU/DC/forms/ContractorConstForms.asp</a> 5. Submit Contract Closeout Submittals (CCS) prior to final inspection.  <b><u>INSTRUCTIONS TO THE CONSULTANT / DESIGNER</u></b>  1. Cut and paste required information from each Division (Div.X) tab and place in the S.O.S. tab. 2. Delete Division (Div.X) tabs after the S.O.S. tab has been in-filled. 3. Indicate F, F/O or D in column E. Items in Div.1 have defaults that can be modified as necessary. 4. Indicate items that are critical submittals in column F. <b><u>Note:</u></b> The following list of submittals is furnished for your convenience in scheduling submittals. The list is not warranted to be complete and does not take precedence over the contract documents. Enter additional submittals, as required and modify this schedule to the specific project. This S.O.S. will be used to populate the submittals website log.





SCHEDULE OF SUBMITTALS										
PROJECT NO.:Q1858										
SUBMITTALS FOR APPROVAL				Send to:	Critical Submittals	Contractor's Projected Dates Allow at least 4 weeks for Approval (allows time for any resubmission)				
Spec Section	Sub Section	Type	Description	F F/O D S	Mark "X" for all that apply	Projected Transmittal Date:	Projected Approval Date:	Projected Delivery Date:		
011100			SAFETY							
011100		QCS	Site Specific Safety Plan	RSM						
011100		QCS	Employee Safety Orientation Training and Certificates	F						
011100		QCS	Emergency Action and Evacuation Plan	F						
013113			PROJECT SCHEDULE							
013300			SUBMITTALS							
013300		PD	Schedule of Submittals (Fill in the SET DATES column)	F	X					
013300		QCS	Submittal Coordinator Qualifications	F/O	X					
014339			MOCKUP REQUIREMENTS							
014339		SD	Mockup Plan: Detailed, dimensioned plans and elevations.	F						
017419			CONSTRUCTION WASTE MANAGEMENT							
017419		LEED	Construction Waste Management Plan	F/O						
017419		PD	In conjunction with payment applications, contractors shall submit a monthly Waste Management submission. This submission shall include waste receipts for the payment period and a completed Waste Management Form for the same payment period.	F						
017419		PD	Calculations and supporting documentation to demonstrate end-of-project recycling rates meeting the requirements of the Construction Waste Management Plan.	F						
017716			CONTRACT CLOSEOUT							
017716		CCS	Project Record Documents	F						
017716		CCS	Operation and maintenance, 2 copies	F						
017716		CCS	Warranties	F						
017716		CCS	Spare Parts and Maintenance Materials	F						
028003			DISPOSAL OF NON-HAZARDOUS INDUSTRIAL COMMERCIAL WASTE							
028003	1.03 A.1		List of Codes, Rules and Regulations governing work	F						
	1.03 A.2		Government Agency issued licenses or permits of Company, transporter and operator of disposal facility	F						
	1.03 A.3		Step by step work procedure with method of disposal, owner and operator of disposal facility, location and transport method	F						
	1.03 A.4		Qualified Company Data	F						
028213			ASBESTOS ABATEMENT							
028213	2.01	PD	Disposal Bags	D	X					
028213	2.04	PD	Glove Bags	D	X					
028213	1.07;C;7	PD	Negative Air Pressure Units	D	X					
028213	2.05:A	PD	HEPA Filters (Negative Air Pressure Units)	D	X					

# SCHEDULE OF SUBMITTALS

PROJECT NO.:Q1858

SUBMITTALS FOR APPROVAL				Send to:	Critical Submittals	Contractor's Projected Dates Allow at least 4 weeks for Approval (allows time for any resubmission)		
Spec Section	Sub Section	Type	Description	F F/O D S	Mark "X" for all that apply	Projected Transmittal Date:	Projected Approval Date:	Projected Delivery Date:
028213	2.07	PD	HEPA Filters (Respirators)	D	X			
028213	2.08	PD	HEPA Filters (Vacuum Cleaners)	D	X			
028213	2.07	PD	Respirators	D	X			
028213	2.08	PD	Vacuum Cleaners	D	X			
028213	1.07;B	QCS	Asbestos Site Specific Variance Submittals; if a site specific variance is sought submit the following: One copy of the completed DOSH-751 and DOSH-465 forms					
028213	1.07;B	QCS	Asbestos Site Specific Variance Submittals; if a site specific variance is sought submit the following: One copy of the New York State Department of Labor site specific variance decision.					
028213	1.07;C	QCS	Notification Compliance Data	D	X			
028213	1.07;C;4	QCS	Work Plan	D	X			
028213	1.07;C;2	QCS	Abatement Contractor's Qualifications Data	D	X			
028213	1.07;C;3	QCS	Abatement Worker's Qualifications Data	D	X			
028213	1.08	QCS	Testing Lab Qualifications Data	D	X			
028213	1.07;D	QCS	Waste Transporter Permit	F/O	X			
028213	1.07;C;6	QCS	Landfill Permit	F/O	X			
028213	1.07;D	QCS	Waste Shipment Records and Disposal Site Receipts	F/O	X			
028213	1.07;E;1	QCS	Daily Log	F/O	X			
028213	1.04;b	QCS	Certificates	F/O	X			
028213	1.07;E;2	QCS	Air Monitoring Data	F/O	X			
028213		CCS	Operation and Maintenance Data	F	X			
028304			<b>HANDLING OF LEAD CONTAINING MATERIALS</b>					
028304	2.01;A	PD	Respirators	D	X			
028304	1.11;A	PD	HEPA Filters (Respirators)	D	X			
028304	2.02;A	PD	HEPA Filters (Vacuum Cleaners)	D	X			
028304	2.02;A	PD	Vacuum Cleaners	D	X			
028304	2.04;A	PD	Disposal Bags	D	X			
028304	1.07;C	QCS	Work Plan	D/F/O	X			
028304	1.06;A;1	QCS	Lead Handling Contractor's Qualifications Data	D/F/O	X			
028304	1.06;A;1	QCS	Lead Handling Worker's Qualifications Data	D/F/O	X			
028304	1.06;C;1	QCS	Testing Lab Qualifications Data	D	X			
028304	1.06;A;3	QCS	Waste Transporter Permit	F/O	X			
028304	3.08	QCS	Landfill Permit	F/O	X			
028304	1.06;C;2	QCS	Disposal Site Receipts	F/O	X			
028304	3.07	QCS	Test Data	F/O	X			
028304	3.06	QCS	Certificates	F/O	X			
033001			<b>CAST-IN-PLACE CONCRETE</b>					
033001		PACK	Submit product data for design mix(es) and materials for concrete specified below at the same time as a package	D				
033001		SD	Placing drawings for bar reinforcement	D				
033001		PD	Concrete design mix(es)	D				
033001		PD	Portland Cement	D				
033001		PD	Fly Ash	D				
033001		PD	Air-entraining Admixture	D				
033001		PD	Water-reducing Admixture	D				
033001		PD	Aggregates	D				
033001		PD	Chemical Hardeners	D				
033001		PD	Bonding Agents	D				
033001		PD	Expansion Joint Fillers	D				
033001		SAM	Samples: Fabric, bar supports	D				

# SCHEDULE OF SUBMITTALS

PROJECT NO.:Q1858

SUBMITTALS FOR APPROVAL				Send to:	Critical Submittals	Contractor's Projected Dates Allow at least 4 weeks for Approval (allows time for any resubmission)		
Spec Section	Sub Section	Type	Description	F F/O D S	Mark "X" for all that apply	Projected Transmittal Date:	Projected Approval Date:	Projected Delivery Date:
033001		QCS	Certificates: Affidavit required under Quality Assurance Article	D				
040121			<b>MASONRY RESTORATION</b>					
040121		PD	Portland Cement	D				
040121		PD	Lime	D				
040121		PD	Mortar Pigments	D				
040121		PD	Packaged Products	D				
040121		PD	Sand	D				
040121		SAM	Mortar	D				
040121		SAM	Masonry Units - each type, size & color	D				
040123			<b>MASONRY CLEANING</b>					
040123		PD	Manufacturer catalog sheets, specifications & application insitructions	D				
040123	1.04 B.1	QCS	Contractor's Qualification Data	D				
040123	1.04 B.2	QCS	Cleaner's Qualification Data	D				
040123	1.04 B.3	QCS	Cleaning Procedure	D				
040513			<b>MORTAR AND MASONRY GROUT</b>					
040513		PD	Portland Cement	D				
040513		PD	Masonry Cememnt	D				
040513		PD	Lime	D				
040513		PD	Sand	D				
040513		PD	Color Pigments	D				
042113			<b>BRICK MASONRY</b>					
042113	102 A.1	SAM	Building brick	D				
042113	102 A.2	SAM	Accessories	D				
042113	1.02 B.1	QCS	Test Reports	D				
042200			<b>CONCRETE UNIT MASONRY</b>					
042200		SD	Placing drawings for bar reinforcement	D				
042200		PD	Masonry Wall Reinforcement	D				
042200		PD	Bar reinforcement.	D				
042200		PD	Adjustable wall ties.	D				
042200		PD	Flexible anchors	D				
042200		PD	Dovetail anchor slot concrete inserts.	D				
042200		PD	Tiebars	D				
042200		PD	Buck anchors.	D				
042200		PD	Thru-wall masonry flashing.	D				
042200		PD	Cap flashing with thru-wall cap flashing receiver.	D				
042200		PD	Control joint filler	D				
042200		PD	Asphalt felt.	D				
042200		SAM	Hollow Load-bearing Units	D				
042200		SAM	Concrete Building Brick:	D				
042200		SAM	Accessories: Each item specified	D				
042200		QCS	Test Reports	D				
053100			<b>FLUTED STEEL DECK</b>					
053100		PD	Manufacturer's specifications and installation instructions	D				
053100		QCS	Product certificates	D				
055000			<b>METAL FABRICATIONS</b>					
055000		SD	Installation of bolts and anhors, shop & field welding	D				
055000		PD	Catalog sheets, specifications & install instructions	D				

# SCHEDULE OF SUBMITTALS

PROJECT NO.:Q1858

SUBMITTALS FOR APPROVAL				Send to:	Critical Submittals	Contractor's Projected Dates Allow at least 4 weeks for Approval (allows time for any resubmission)		
Spec Section	Sub Section	Type	Description	F F/O D S	Mark "X" for all that apply	Projected Transmittal Date:	Projected Approval Date:	Projected Delivery Date:
055000		QCS	Product Certificates	D				
061000			ROUGH CARPENTRY					
061000		QCS	Certificates: Pressure Treatment	D				
061000		QCS	Certificates: Waterborne Preservatives	D				
061000		QCS	Certificates: Fire-Retardant Treatment	D				
061053			WOOD NAILERS & BLOCKING					
061053		QCS	Design Data: Lumber type, grade, mill, and grading agency stamp	D				
075323			EPDM ROOFING SYSTEM					
075323		PACK	Submit the "named brand" or "or equal" roofing system product data, samples, and quality control submittals specified at the same time as a package	D				
075323		PD	Catalog sheets, specifications, installation instructions for each material specified	D				
075323		SAM	Sheet Membrane	D				
075323		SAM	Sheet Flashing	D				
075323		SAM	EDPM cover tape	D				
075323		SAM	Inseam tape	D				
075323		SAM	Fasteners	D				
075323		SAM	Insulation	D				
075323		SAM	Cover Board	D				
075323		SAM	Self-Adhesive Vapor Retarder	D				
075323		QCS	Manufacturer's Warranty Sample Copy	D				
075323		CCS	Warranty and proof of purchase	D				
076000			FLASHING AND TRIM					
076000		SD	Show the manner of forming, jointing and securing the metal flashings and trim	D				
076000		PD	Plain Copper Sheet	D				
076000		PD	Stainless Steel Sheet	D				
076000		PD	Galvanized Steel Sheet	D				
076000		PD	Prefinished Galvanized Steel Sheet	D				
076000		PD	Aluminum Sheet	D				
076000		PD	Prefinished Aluminum Sheet	D				
076000		PD	Nails	D				
076000		PD	Screws, Bolts and other Fastening Accessories	D				
076000		PD	Anchors	D				
078400			FIRESTOPPING					
078400		PACK	Submit the following items specified below the same time as a package: Product Data, Samples, Quality Control Submittals and Firestop Schedule	D				
078400		PD	Firestopping Device and Material	D				
078400		PD	Firestopping Schedule	D				
078400		PD	Through-Penetration Firestop Devices, Forming Materials, And Fill, Void or Cavity Materials	D				
078400		PD	Accessories	D				
078400		PD	Identification Labels	D				
078400		QCS	Design Data	D				
078400		QCS	Installer's Qualifications Data	D				
078400		QCS	Company Field Advisor Data	D				
079200			JOINT SEALERS					
079200		PD	Type 1 Sealant	D				

# SCHEDULE OF SUBMITTALS

PROJECT NO.:Q1858

SUBMITTALS FOR APPROVAL				Send to:	Critical Submittals	Contractor's Projected Dates Allow at least 4 weeks for Approval (allows time for any resubmission)		
Spec Section	Sub Section	Type	Description	F F/O D S	Mark "X" for all that apply	Projected Transmittal Date:	Projected Approval Date:	Projected Delivery Date:
079200		PD	Type 1C Sealant	D				
079200		PD	Type 2 Sealant	D				
079200		PD	Type 2A Sealant	D				
079200		PD	Type 3 Sealant	D				
079200		PD	Type 4 Sealant	D				
079200		PD	Type 6 Sealant	D				
079200		PD	Pre-formed Sealant	D				
079200		PD	Sealant Colors	D				
079200		PD	Cork Joint Filler	D				
079200		PD	Expanded Polyethylene Joint Filler	D				
079200		PD	Adhesive Closed-Cell PVC Gasket	D				
079200		PD	Joint Primer/Sealer/Conditioner	D				
079200		PD	Backer Rod	D				
079200		PD	Bond Breaker Tape	D				
079200		PD	Cleaning Solvents	D				
079200		QCS	Installer's Qualifications Data	D				
079200		QCS	Company Field Advisor Data	D				
099101			<b>CONSTRUCTION PAINTING</b>					
099101		PD	Painting Schedule - Exterior Substrates	D				
099101		PD	Painting Schedule - Interior Substrates	D				
099101		PD	Paint Type EAL-1: Exterior Acrylic Latex, Flat	D				
099101		PD	Paint Type EAL-2: Exterior Acrylic Latex, Semigloss Enamel	D				
099101		PD	Paint Type EAL-3: Exterior Acrylic Latex, Gloss Enamel	D				
099101		PD	Paint Type IAL-3: Interior Acrylic Latex, Semigloss Enamel	D				
099101		PD	Certificates	D				
099101		PD	Colors	D				
099101		SAM	Finish Paint Samples: Two finish paint samples applied over recommended primers for each substrate to be painted.	D				
099101		QCS	Test Reports	D				
099101		QCS	Certificates of Quality Assurance Article	D				
099101		PD	Existing Exterior Paint Film Stripping and Removal Submittals	D				
099101		CCS	Extra Materials: Paint Type EAL-1 and IAL-1: Four gallons, each type	F				
099101		CCS	Extra Materials: Paint Types EAL-2 and IAL-2: Two gallons, each type	F				
099101		CCS	Extra Materials: Other Paint Types: One gallon, each type.	F				
220529			<b>PIPE HANGERS AND SUPPORTS</b>					
220529	1.03 A.1	SD	Trapeze hangers and upper hanger attachments	D				
	1.03 A.2	SD	Pipe anchors	D				
	1.03 B	PD	Catalog sheets, specifications and install instructions for each item specified.	D				
220800			<b>CLEANING AND TESTING</b>					
220800		QCS	Test Reports of systems tested	F				
221100			<b>PLUMBING PIPING</b>					
221100		PD	Catalog sheets and specifications indicating manufacturer name, type, applicable reference standard, schedule, or class for specified pipe and fittings	D				
221100		PD	Material Schedule	D				

SCHEDULE OF SUBMITTALS								
PROJECT NO.:Q1858								
SUBMITTALS FOR APPROVAL				Send to:	Critical Submittals	Contractor's Projected Dates Allow at least 4 weeks for Approval (allows time for any resubmission)		
Spec Section	Sub Section	Type	Description	F F/O D S	Mark "X" for all that apply	Projected Transmittal Date:	Projected Approval Date:	Projected Delivery Date:
221426			ROOF DRAINS					
221100		PD	Catalog sheets, specifications and installation instructions.	D				
221100		CCS	Operation and Maintenance Data	F				
347115			TRANSPORTATION - STEEL PIPE BOLLARDS					
347115		PD	Steel Pipe: Manufacturer's catalog sheets, specifications, and installation instructions	D				
347115		PD	Concrete: Manufacturer's catalog sheets, specifications, and installation instructions	D				
347115		PD	Bumper Post Sleeve: Manufacturer's catalog sheets, specifications, and installation instructions	D				
Updated 04/09/2024								

# SDVOB UTILIZATION PLAN

☐ Initial Plan    ☐ Revised plan    Contract/Solicitation # \_\_\_\_\_

**INSTRUCTIONS:** This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS **Certified** Service-Disabled Veteran-Owned Business (SDVOB) under the contract. By submission of this Plan, the Bidder/Contractor commits to making good faith efforts in the utilization of SDVOB subcontractors and suppliers as required by the SDVOB goals contained in the Solicitation/Contract. Making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward SDVOB utilization. Attach additional sheets if necessary.

## BIDDER/CONTRACTOR INFORMATION

## SDVOB Goals In Contract

Bidder/Contractor Name:	NYS Vendor ID:	%
Bidder/Contractor Address (Street, City, State and Zip Code):		
Bidder/Contractor Telephone Number:	Contract Work Location/Region:	
Contract Description/Title:		

## CONTRACTOR INFORMATION

Prepared by (Signature):	Name and Title of Preparer:	Telephone Number:	Date:
Email Address:			

***If unable to meet the SDVOB goals set forth in the solicitation/contract, bidder/contractor must submit a request for waiver on the SDVOB Waiver Form.***

SDVOB Subcontractor/Supplier Name:			
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %			

SDVOB Subcontractor/Supplier Name:			
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %			

## FOR OGS USE ONLY

OGS Authorized Signature:	<input type="checkbox"/> Accepted	<input type="checkbox"/> Accepted as Noted	<input type="checkbox"/> Notice of Deficiency
NAME (Please Print):	SDVOB %/\$ _____	Date Received:	Date Processed:
Comments:			

**NYS CERTIFIED SDVOB SUBCONTRACTOR/SUPPLIER INFORMATION:** The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/Veterans/default.asp>

**Note:** All listed Subcontractors/Suppliers will be contacted and verified by OGS.

# ADDITIONAL SHEET

<b>Bidder/Contractor Name:</b>	<b>Contract/Solicitation #</b> _____
--------------------------------	--------------------------------------

<b>SDVOB Subcontractor/Supplier Name:</b>			
Please identify the person you contacted:		Federal Identification No.:	Telephone No.:
Address:		Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %			
<b>SDVOB Subcontractor/Supplier Name:</b>			
Please identify the person you contacted:		Federal Identification No.:	Telephone No.:
Address:		Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %			
<b>SDVOB Subcontractor/Supplier Name:</b>			
Please identify the person you contacted:		Federal Identification No.:	Telephone No.:
Address:		Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %			
<b>SDVOB Subcontractor/Supplier Name:</b>			
Please identify the person you contacted:		Federal Identification No.:	Telephone No.:
Address:		Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %			
<b>SDVOB Subcontractor/Supplier Name:</b>			
Please identify the person you contacted:		Federal Identification No.:	Telephone No.:
Address:		Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %			





## Office of General Services

## Division of Service-Disabled Veterans' Business Development

### Instructions for Completing the Monthly SDVOB Compliance Report – SDVOB 101

The SDVOB Monthly Reporting Form is to be completed by the Contractor/Vendor, and submitted **by the 10<sup>th</sup> day of each month for the duration of the Contract.** This form should include **all** (e.g. SDVOB and non SDVOB) Subcontractors and/or Suppliers assigned by the Contractor/Vendor to perform work during the contract. This reporting should also include payments made by your Subcontractors and/or Suppliers to SDVOB firms.

Complete the form as specified below.

Contract No.	Indicate the OGS Contract No.
Contractor/Vendor Name and Address	Provide your firm's name and address.
Federal ID No.	Enter your firm's Federal ID No.
Goals	Indicate SDVOB participation goals.
Reporting Period	Fill in the month and year of reporting period. One copy must be submitted with final payment application.
Description of Project	Briefly describe the work you are providing under the terms of this contract.
Firm Name and Address	Provide the name, address and phone number of <b>all</b> Subcontractors/Suppliers assigned by the Contractor/Vendor on this contract or purchase agreement(s).
Federal ID No.	Enter the Subcontractor's/Supplier's Federal ID No. If no Federal ID No. has been assigned, provide only the owner's last four (4) digits of his or her Social Security No.
Payment This Month	Indicate the amount paid <i>this month</i> to each Subcontractor/Supplier. If there was no income activity for a Subcontractor/Supplier, please check the box indicating "No Payment This Month."
Contract Amount	Enter the total contract amount or purchase agreement(s) amount for each Subcontractor/Supplier.
Description of Work/Supplies	Briefly describe the work performed or supplies provided by each Subcontractor/Supplier.

Submit to:

Design & Construction SDVOB Compliance Specialist  
35<sup>th</sup> Floor, Corning Tower  
Albany, New York 12242  
Email: DCSDVOB@ogs.ny.gov

**CONTRACTOR'S MONTHLY SDVOB COMPLIANCE REPORT** (DUE ON THE 10<sup>TH</sup> DAY OF EACH MONTH FOR THE PRECEDING MONTH'S ACTIVITY AS EVIDENCE TOWARDS ACHIEVEMENT OF THE SDVOB GOALS ON THE CONTRACT)

Contract No.: \_\_\_\_\_

Contractor/Vendor Name, Address and Phone No.:	Contractor/Vendor Federal ID No.:		SDVOB Goals		Reporting Period	
	Description of Project:		%		Month	Year
Firm Name, Address and Phone Number (List All Firms)	Description of Work or Supplies Provided	Designation		Payment This Month	Contract Amount	
Federal ID No.:		<input type="checkbox"/> SDVOB <input type="checkbox"/> Sub <input type="checkbox"/> Broker <input type="checkbox"/> Joint Venture <input type="checkbox"/> Written Contract	<input type="checkbox"/> Supplier <input type="checkbox"/> Team <input type="checkbox"/> Other <input type="checkbox"/> No Written Contract	<input type="checkbox"/> No Payment This Month		
Federal ID No.:		<input type="checkbox"/> SDVOB <input type="checkbox"/> Sub <input type="checkbox"/> Broker <input type="checkbox"/> Joint Venture <input type="checkbox"/> Written Contract	<input type="checkbox"/> Supplier <input type="checkbox"/> Team <input type="checkbox"/> Other <input type="checkbox"/> No Written Contract	<input type="checkbox"/> No Payment This Month		
Federal ID No.:		<input type="checkbox"/> SDVOB <input type="checkbox"/> Sub <input type="checkbox"/> Broker <input type="checkbox"/> Joint Venture <input type="checkbox"/> Written Contract	<input type="checkbox"/> Supplier <input type="checkbox"/> Team <input type="checkbox"/> Other <input type="checkbox"/> No Written Contract	<input type="checkbox"/> No Payment This Month		
Federal ID No.:		<input type="checkbox"/> SDVOB <input type="checkbox"/> Sub <input type="checkbox"/> Broker <input type="checkbox"/> Joint Venture <input type="checkbox"/> Written Contract	<input type="checkbox"/> Supplier <input type="checkbox"/> Team <input type="checkbox"/> Other <input type="checkbox"/> No Written Contract	<input type="checkbox"/> No Payment This Month		

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

**Submission of this form constitutes the Contractor's acknowledgement as to the accuracy of the information contained herein. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, suspension and/or termination of the Contract.**

For OGS Use Only	
Reviewed By:	Date:

## APPLICATION FOR WAIVER OF SDVOB PARTICIPATION GOAL

*(must be submitted before requesting final payment on the Contract)*

### Section 1: Basic Information

Contractor's Name:		Federal Identification Number:	
Street Address:		E-Mail Address:	
City, State, Zip Code:		Telephone: (     )     -	
Contract Number:		SDVOB CONTRACT GOALS	
		%	

### Section 2: Type of SDVOB Waiver Requested

<input type="checkbox"/> Total	<input type="checkbox"/> Partial	If partial waiver, please enter the revised SDVOB percentage:	%
Please explain the reason for the waiver request:			

### Section 3: Supporting Documentation

Provide the following documentation as evidence of your good faith efforts to meet the SDVOB goals set forth in the contract and in support of your waiver application:

- ☐ **Attachment A.** Copies of solicitations to SDVOBs and any responses thereto.
- ☐ **Attachment B.** Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.
- ☐ **Attachment C.** Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified SDVOBs whom OGS determined were capable of fulfilling the SDVOB goals set forth in the contract.
- ☐ **Attachment D.** Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- ☐ **Attachment E.** Other information deemed relevant to the request.

### Section 4: Signature and Contact Information

**By signing and submitting this form, the contractor certifies that a good faith effort has been made to promote SDVOB participation pursuant to the SDVOB requirements set forth under the solicitation or Contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.**

Prepared By: (Signature)	Date:
Name and Title of Preparer (Print or Type)	

**For OGS Use Only**

Reviewed By:

Date:

Decision:

- ☐ Full SDVOB waiver granted  
☐ Partial SDVOB waiver granted; revised SDVOB goal: \_\_\_\_\_ %  
☐ SDVOB waiver denied

Approved By:

Date:

Date Notice of Determination Sent:

Comments