



George Latimer, Westchester County Executive

General Requirements and Proposals
Information for Bidders
General and Special Clauses
Technical Specifications

STEAM SYSTEM UPGRADES, PHASE II
MICHAELIAN OFFICE BUILDING
WHITE PLAINS, NEW YORK

Contract No. 21-528
Bid Opening: January 5, 2022

By Bidder (Please Print)

Firm/Business Name: _____

Address: _____

For Official Use Only

DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

Division of Engineering

SPECIAL NOTICE

County of Westchester
New York

ADDENDA TO THE BID DOCUMENTS

Addenda to the Bid Documents will be published on the Empire State Purchasing Group website at (<http://www.bidnetdirect.com/new-york>) **It is the responsibility of each potential bidder to check the website on a regular basis for further information relative to the bid documents including information relating to any and all addenda** prior to submitting its bid. All Bidders are deemed to have reviewed and considered all addendums in their Bid.

SUBMISSION OF BIDS

Bidders should not submit the entire bid document with its bid submission. Instead, each bidder is required to submit the full set of designated Proposal Pages. The Proposal Pages are denoted by a border and are titled on the bottom as “Proposal Page ____”. The Proposal Pages must be accompanied by the “Bid Bond and Consent of Surety” (as set forth in the Proposal Pages) attached to the outside of the sealed bid. A Bid Bond is NOT required for contracts of \$100,000 or less. Failure to submit in this manner may cause the bid to be rejected.

The successful bidder will be required to furnish a Performance and Payment Bond.

SPECIAL NOTICE

County of Westchester
New York

MANDATORY PRE-BID SITE INSPECTION

- A. Superseding the first paragraph of Article “3. PRE-BID SITE INSPECTION” of the Information for Bidders, Bidders are required to attend a Mandatory Pre-Bid Site Inspection at 10:00 a.m. Tuesday, December 14th, 2021 at a meeting at the Michaelian Office Building 148 Martine Avenue- 5th Floor Elevator Lobby, White Plains, New York, at which time they will examine the work site under escort by the County’s representative.

BIDS FROM CONTRACTORS NOT IN ATTENDANCE AT THIS MEETING, OR THOSE WHO FAIL TO SIGN THE ATTENDANCE SHEET-WILL BE *REJECTED*

- B. Bidders shall indicate their interest in the Mandatory Pre-Bid Site Inspection by contacting Mr. Vincent Leone, P.E., at (914) 995-5107 or Jai Punnoose, P.E. at (914)995-2542, Department of Public Works and Transportation, Division of Engineering.
- C. All other portions of Article “3. PRE-BID SITE INSPECTION” of the Information for Bidders shall remain in full force and effect.

SPECIAL NOTICE

County of Westchester
New York

MINORITY PARTICIPATION POLICY

Contractors must comply with the County's Minority Participation Policy, including, but not limited to, the requirement that contractors make a demonstrated good faith effort to utilize Minority Owned Businesses ("MOB") and Women Owned Businesses ("WOB") (see IFB Article 36). To assist contractors in this effort the County has made available a list of MOB and WOB at <http://mwbe.westchestergov.com/> Contractors are also encouraged to utilize other sources to identify potential MOB and WOB as subcontractors and suppliers.

All bidders must submit as part of their bid package the Minority/Women Owned Business Enterprise Questionnaire located in the Proposal Page section of the bid documents.

SPECIAL NOTICE

County of Westchester
New York

CHANGES IN THE WICKS LAW

Effective July 1, 2008, construction contracts of one million five hundred thousand dollars or less will not require the preparation of separate contracts for plumbing and gas fitting; steam heating, hot water heating, ventilation and air conditioning apparatus; and electric wiring and standard illuminating fixtures and general construction.

Each bidder on a public work contract, where the preparation of separate contracts is not required shall, to the full extent applicable, submit with its bid a separate sealed list that names each Subcontractor that the bidder will use to perform work on the contract and the agreed upon price to be paid to each for (a) plumbing and gas fitting, (b) steam heating, hot water heating, ventilating and air conditioning apparatus and (c) electric wiring and standard illuminating fixtures and (d) general construction. The submission (Proposal Page 6) that contains the agreed upon price shall be acknowledged by both Contractor and Subcontractor. For purposes of this paragraph, the acknowledgment from the Subcontractor may contain the facsimile signature of an officer of the Subcontractor.

After the low bid is announced, the sealed list of subcontractors submitted with the bid shall be opened and the names of such subcontractors shall be announced. Thereafter, any changes of subcontractors or agreed-upon amount to be paid to each shall require the approval of the County upon a showing of legitimate construction need for such change.

The Successful low bidder, before award of the contract, must procure and provide to the County, from each of the above denoted Subcontractors, a Contract Disclosure Statement and the Required Disclosure of Relationships to County forms.

The sealed lists of Subcontractors submitted by unsuccessful bidders shall be destroyed after the contract award.

THIS PROJECT IS NOT SUBJECT TO THE REQUIREMENTS OF THE “WICKS LAW”. ACCORDINGLY, EACH BIDDER IS REQUIRED TO SUBMIT SPECIFIC INFORMATION PERTAINING TO ITS PROPOSED SUBCONTRACTORS. PLEASE SEE THE “NOTICE TO CONTRACTORS” THAT FORMS A PART OF THESE BID DOCUMENTS.

SPECIAL NOTICE

County of Westchester
New York

PROOF OF PAYMENT BY CONTRACTOR TO SUBCONTRACTORS AND MATERIALMEN.

In addition to and without limiting any of the provisions set forth in Section 23 of the Information for Bidders, after the Contractor completes 50% of the work under the contract, the Contractor shall supplement each requisition submitted to the County with documentation that establishes that the Contractor has timely and properly paid its subcontractors and materialmen as required by Section 23 of the Information For Bidders. Such documentation shall include copies of both sides of cancelled check(s) paid to the order of the subcontractors and materialmen and such other documentation as may be reasonably requested by the Commissioner. If the Contractor fails to submit such documentation, the Commissioner may, in his sole discretion, withhold payment of the requisition until such time as the documentation is properly submitted. Nothing herein is intended or shall be construed to confer upon or give any subcontractor or materialman, or its successors and assigns, any third party beneficiary rights, remedies or basis for reliance upon, under or by reason of the contract or this Special Notice provision.

SPECIAL NOTICE

County of Westchester
New York

PREVAILING WAGE

All public works contracts are subject to the payment of the prevailing wage and supplements as set forth by the laws of the State of New York, including, but not limited to, Articles 8 and 9 of the New York Labor Law (the “Prevailing Wage Laws”). Westchester County has an active Prevailing Wage Enforcement Officer who enforces the Prevailing Wage Laws within the County for public works contracts, including reviewing certified payroll records, visiting job sites, interviewing the employer and employees (See IFB Article 12) and, if necessary, requesting copies of cancelled checks.

Any Contractor who fails to comply with the Prevailing Wage Laws, including, but not limited to, failing to pay the prevailing wage rates and supplements, failing to submit certified payroll records to the County or failing to post the prevailing wage rates and supplements at the work site, will be subject to enforcement as provided for in the Contract and laws of the State of New York through the Westchester County District Attorney’s office, the Commissioner of the New York State Department of Labor, the County and/or the employee who suffered the underpayment. This enforcement could include, but is not limited to, criminal penalties, civil penalties, debarment from future bid awards, the withholding of payment under the Contract to satisfy the unpaid wages and supplements, including interest and civil penalty. In addition, such a failure shall constitute grounds for cancellation of the Contract (IFB 8(C)). Moreover, a prime contractor is responsible for its subcontractor’s failure to comply with, or evasion of, the provisions of the Prevailing Wage Laws.

SPECIAL NOTICE

County of Westchester New
York

MANDATORY OSHA CERTIFICATION

When a public works contract is in excess of \$250,000.00, all employees are required to have successfully completed the OSHA 10 hours training class. All contractors and subcontractors must attach copies of proof of completion of the OSHA 10 hour course by all employees to the first certified payroll submitted to the County and on each succeeding payroll where any new or additional employee is first listed. Employees may be requested by the County's representative to verify compliance with the OSHA 10 hour course by showing their OSHA card.

When a public works contract is in excess of \$1,000,000.00, all employees are required to have successfully completed the OSHA 30 hours training class. All contractors and subcontractors must attach copies of proof of completion of the OSHA 30 hour course by all employees to the first certified payroll submitted to the County and on each succeeding payroll where any new or additional employee is first listed. Employees may be requested by the County's representative to verify compliance with the OSHA 30 hour course by showing their OSHA card.

In addition, on any contract that includes excavation of underground facilities, the excavator is required to be certified and have completed the training and education program provided by the one-call notification system (Dig Safely New York, Inc. Certified Excavator Program in Safe Digging Best Practices) or any other provider authorized by the public service commission to administer such training and education program.

SPECIAL NOTICE

County of Westchester
New York

COMPLETION OF GRANT FUNDING FORMS

The bidders are hereby notified that if this project, or any portion thereof, is funded by a grant then the contractor will be responsible to complete all appropriate forms as required by the grant agency in order to complete the application.

PROMPT EXECUTION AND RETURN OF CONTRACT

- A. The successful bidder is required to return the completed contract to the County within ten (10) days of receipt of the execution copy of the contract. The contract must be signed, notarized and returned to the County with all insurance certificates, bonds and supporting documentation, including all required Subcontractor information.
- B. The County reserves all of its rights, including, but not limited to, proceeding against the bid bond, if the successful bidder fails to submit the complete executed package within the above time frame.

SPECIAL NOTICE

County of Westchester
New York

PROJECT LABOR AGREEMENT (PLA)

- A. The County of Westchester has determined that a Project Labor Agreement will be used on this Project. The successful bidder will be required as a condition of this Contract to execute the PLA with the Building and Construction Trades Council of Westchester and Putnam Counties, New York, AFL-CIO ("Council"). The PLA will be substantially in the same form as the PLA included in this contract specification book. Bidders are urged to familiarize themselves with the terms and conditions of the PLA.
- B. It should be noted that Schedule A of the PLA contains a list of the local unions affiliated with the Council. Copies of the applicable Collective Bargaining Agreements of the local unions can be obtained by writing to the Building and Construction Trades Council of Westchester and Putnam Counties, New York, AFL-CIO at 258 Saw Mill River Road, Elmsford, New York 10523, Attn.: Carol A. Boccardi.

NOTICE TO CONTRACTORS

County of Westchester
New York

Sealed proposals for the following construction work:

CONTRACT NO: 21- 528

ADVERTISING: December 3, 2021

MANDATORY PRE-BID INSPECTION: December 14, 2021

STEAM SYSTEM UPGRADES, PHASE II MICHAELIAN OFFICE BUILDING WHITE PLAINS, NEW YORK

will be received by the Board of Acquisition and Contract in Room 528, Michaelian Office Building, 148 Martine Ave., White Plains, New York until 11:00 a.m., **Wednesday, January 5, 2022**, and immediately thereafter, the bids will be publicly opened and read aloud in Room 527 of the said building. The bid opening also will be made accessible to the public via the livestreaming service WebEx. The livestreaming of the bid opening via WebEx is in addition to and not in place of the publicly bid opening to be held in Room 527 of the Michaelian Office Building. For additional bidding information or questions call (914) 995-2274.

Instructions for livestreaming via WebEx. Attendees may join by computer browser at <https://westchestergov.webex.com/meet/bac-bidopening> or by phone 1-415-655-0001 US Toll or 1-844-621-3956 US Toll Free. The Access Code is 614 981 028.

The Bid Documents (General Requirements, Information for Bidders, Technical Specifications, etc. with Authorized Proposal Pages) **MUST BE OBTAINED from the Empire State Purchasing Group website at the following web address:**

<http://www.bidnetdirect.com/new-york>.

There is no cost to the bidder for this service. Bid documents will be available after 1:00 p.m. on the advertising date.

PLEASE TAKE NOTICE: IN ORDER TO SUBMIT A BID, BIDDERS MUST REGISTER AND DOWNLOAD THE BID DOCUMENTS FROM THE EMPIRE STATE PURCHASING GROUP WEBSITE AND MUST REGISTER USING THE NAME OF THE PERSON OR BUSINESS ENTITY THAT WILL BE SUBMITTING THE BID. IN ORDER TO ENSURE THAT COUNTY BID DOCUMENTS HAVE NOT BEEN ALTERED IN ANY WAY, THE COUNTY WILL NOT ACCEPT BIDS FROM PERSONS OR BUSINESS ENTITIES THAT HAVE NOT FOLLOWED THIS REQUIREMENT.

The Bid Documents include Contract Drawings which **MAY BE OBTAINED at no cost on the Empire State Purchasing Group website at the following web address:** <http://www.bidnetdirect.com/new-york>, after 1:00 p.m. on the advertising date.

If the bidder is unable to utilize the electronic version of the Contract Drawings that are available on the Empire State Purchasing Group Website, the bidder may purchase copies of the Contract Drawings. Contract Drawings may be obtained from the Office of the Board of Acquisition and Contract at the above address after 1:00 p.m. on the advertising date and between the hours of 9:00 a.m. to 4:00 p.m. Monday thru Friday. Copies of the Contract Drawings shall be made available upon payment of a personal check, company check or money order made payable to the County of Westchester, in the amount of **\$100.00** per set. For bidders, the deposit for each set of drawings will be refunded in full if returned in good condition within thirty days after award or rejection of bids. For non-bidders, only fifty percent of the deposit will be refunded. No refunds will be made to the successful bidder.

Each bidder is required to submit the full set of authorized Proposal Pages and all bids over **\$100,000.00** must also be accompanied by the "Bid Bond and Consent of Surety" (as set forth in the Proposal Pages) attached to the outside of the sealed bid. Failure to submit in this manner may cause the bid to be rejected. **The successful bidder, no matter the amount of its bid, will be required to furnish a Performance and Payment Bond with its signed contract.**

To the full extent applicable, each bidder shall submit with its bid a separate sealed list that names each Subcontractor that the bidder will use to perform work on the contract and the agreed upon price to be paid to each for: (a) plumbing and gas fitting, (b) steam heating, hot water heating, ventilating and air conditioning apparatus and (c) electric wiring and standard illuminating fixtures and (d) general construction. The submission (Proposal Page 41) that contains the agreed upon price shall be acknowledged by both Contractor and Subcontractor. For purposes of this paragraph, the acknowledgment from the Subcontractor may contain the facsimile signature of an officer of the Subcontractor.

The Successful low bidder, before award of the contract, must obtain and provide to the County, from each of the above denoted Subcontractors, fully completed and signed Contract Disclosure Statement (Proposal Pages 24-32) and Required Disclosure of Relationships to County (Proposal Pages 33) forms.

The sealed lists of Subcontractors submitted by unsuccessful bidders shall be destroyed, unless you request that it be returned by checking the applicable box on Proposal Page 5.

The County of Westchester reserves the right to waive any informalities in the bids, or to reject any or all bids. No bidder may withdraw its bid within forty-five (45) days after the date of the bid opening.

Pursuant to Chapter 308 of the Laws of the County of Westchester, it is the goal of the County to use its best efforts to encourage, promote, and increase the participation of business enterprises owned and controlled by persons of color or women - Minority Business Enterprise (MBE) and Women Business Enterprise (WBE).

REMINDER: All required licenses should be submitted with the Bid.

COUNTY OF WESTCHESTER, NEW YORK
DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

BY: Hugh J. Greechan, Jr., P.E., Commissioner

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1. GENERAL REQUIREMENTS AND PROPOSALS

DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

Division of Engineering

GENERAL REQUIREMENTS

1. DESCRIPTION OF THE WORK

Work under this Contract includes all necessary labor, materials and equipment required to:

- Provide new Expansion Joints at all 5th and 7th Floor riser locations (including 2 on the 4th floor). (**ITEM A**)
- Provide new Danfoss Control Valves on all radiators on the 5th floor. (**ITEM B**)
- Provide new Steam Traps on all radiators on the 5th floor. (**ITEM B**)
- Provide testing of all steam expansion joints (**ITEM A**), radiator valves and traps (**ITEM B**) installed in each phase.
- Provide all required moving of furniture, disassembly and reassembly of partitions. (**ITEM C**)
- Provide selective Demolition of terracotta enclosures by Licensed Asbestos Contractor. Asbestos Contractor shall also abate existing pipe insulation located within enclosures. (**ITEM D**)
- Provide general construction, structural work as required (**ITEM E**).
- All associated work specified on contract drawings and specifications.

It is not intended that this description of work mention each particular item required, but that it give information concerning the general scope and areas of work for the convenience of the bidders.

THIS PROJECT IS NOT SUBJECT TO THE REQUIREMENTS OF THE “WICKS LAW”. ACCORDINGLY, EACH BIDDER IS REQUIRED TO SUBMIT SPECIFIC INFORMATION PERTAINING TO ITS PROPOSED SUBCONTRACTORS. PLEASE SEE THE “NOTICE TO CONTRACTORS” THAT FORMS A PART OF THESE BID DOCUMENTS.

GENERAL REQUIREMENTS

2. SUBCONTRACTING & DIRECT EMPLOYMENT OF LABOR

The Contractor shall not subcontract more than ninety (90%) percent of its bid. The Contractor must directly employ at least ten (10%) percent of the personnel working on this contract as measured in man-days worked.

“Directly employ” shall be construed to include only workers employed and paid directly by the Contractor, usually for wages or salary.

The Contractor expressly acknowledges that any violation of this provision constitutes a default under this contract.

3. REQUIRED TIME FOR COMPLETION OF THE WORK

Notification to commence the work will require the mandatory submission of all the executed contracts and the Certificates of Insurance after receipt of authority to award.

The Contractor shall commence the work embraced in this contract within ten (10) days of the service of Notice by the County to do so and shall complete the said work within (60) consecutive calendar days computed from the date of such Notice to commence.

GENERAL REQUIREMENTS

4. SECURITY REGULATIONS

Security Regulations For all County Facilities except County Correctional Facilities:

- A. Contractor's attention is called to the fact that this work is to be performed on property which is the responsibility of the County; therefore, all personnel associated with this contract are subject to special conditions affecting security and control of the facilities operations. Every person required to enter the work site will be issued an ID card and be required to fill out appropriate applications. **There is a \$30.00 processing fee for each lost ID card**; remitted by check made payable to the County of Westchester. All ID processing will be scheduled by the Construction Administrator.
- B. The Contractor/Subcontractor shall issue a copy of the security regulations (Paragraph C) to all personnel engaged on this project.
- C. All Contractor/Subcontractor personnel shall be bound by the following security regulations for the duration of this contract.
 - 1) All personnel must conspicuously display the ID card and identify themselves upon request.
 - 2) If an ID card is misplaced or lost, report this immediately to the Inspector.
 - 3) All Contractor/Subcontractor personnel are responsible for all tools and equipment and you must report any loss immediately to the Construction Administrator.
 - 4) All personnel must observe all orders of the Owner.
 - 5) All personnel are to report any unusual incidents or problems to the Construction Administrator immediately.
 - 6) All personnel shall not possess or consume any alcoholic beverage or illegal drug or medication while on the property, or report to work under the influence of alcohol or drugs.
 - 7) Any vehicle left on the property must be locked and the ignition keys must be removed. Vehicles will not be left overnight without prior approval.
 - 8) All personnel shall not enter any other areas of the premises (except the areas agreed to) without prior approval of the Construction Administrator.

Security Regulations For County Correctional Facilities:

- A. Contractor's attention is called to the fact that this work is to be performed on property adjacent and/or within the County's Correctional Facilities; therefore, all personnel associated with this project are subject to special conditions affecting security and control of the Correctional Facility Operations. Every person required to enter the work site will be fingerprinted, processed for a photo ID card and be required to fill out appropriate applications. **There is a \$100.00 processing fee for each person**, checks made payable to the Commissioner of Finance. All ID processing will be scheduled by the Construction Administrator.

GENERAL REQUIREMENTS

- B. All Contractors and Subcontractors shall issue a copy of the security regulations (Paragraph C) to all personnel to be engaged on this project.
- C. All Contractor's and Subcontractor's personnel shall be bound by the following security regulations for the duration of this project.
 - 1) All personnel entering the Penitentiary, Jail or Women's Unit must stop and identify themselves to the Control or Desk Officer who will issue the appropriate pass after ascertaining that they have been cleared to enter the facility. Only workers with valid ID will be permitted entry. **NO HELPERS.**
 - 2) All personnel must sign in the Visitor's Book, to include the following information: **PERSON'S NAME, COMPANY NAME, REASON FOR ENTRY, WORK LOCATION IN BUILDING.**
 - 3) All personnel must conspicuously display the ID card and identify themselves upon request.
 - 4) If ID card is misplaced or lost, report this loss immediately to the Shift Captain or Associate Warden.
 - 5) All tradesmen will be required to perform a tool inventory inspection of all tools in their possession to demonstrate to the admitting Correction Officer that the typed inventory list matches the tools each time they enter and leave the building. The tradesmen are responsible for keeping all tools and equipment locked when not in immediate use and they must report any loss of tools or equipment immediately to the Shift Captain or Associate Warden.
 - 6) All tradesmen and helpers shall carry all tools in a locked and secured tool box or tool cart. A typed inventory sheet shall be carried with the tool box/cart listing all hand and power tools. A manufacturer's MSD Sheet shall be carried with the tool box/cart for any chemical compound that the tradesman has in his/her possession.
 - 7) All debris (i.e. packaging, demolition, etc) shall be removed from the worksite at the end of each workday.
 - 8) All personnel are subject to search at all times.
 - 9) All personnel must observe all orders of Correctional Staff.
 - 10) All personnel are to report any unusual incidents or problems to a Correction Officer, Shift Captain or the Associate Warden immediately.
 - 11) All personnel shall not possess or consume any alcoholic beverage or illegal drug or medication while on County property, or report to work under the influence of alcohol or drugs.
 - 12) Any vehicle left on County property must be locked and the ignition keys must be removed. Vehicles will not be left over-night on County property without prior approval.
 - 13) All personnel shall not enter any other areas of the prison (except the areas agreed to) without prior approval of the Shift Captain or the Associate Warden.

GENERAL REQUIREMENTS

- 14) All personnel shall not bring anything in for any inmate/detainee or staff member or take out anything for any inmate/detainee or staff member.
- 15) All personnel shall not engage in any unnecessary conversations with any inmate/detainee.
- 16) Weapons, i.e., guns, knives, blackjacks, to include any tool activated by gunpowder or other explosive charge is prohibited in the building (i.e., stud gun). Violators of this rule are subject to arrest.
- 17) All personnel must sign out when leaving and must return the ID card to the Control/Desk Officer before leaving.
- 18) Failure of the contractor to follow these procedures will result in the contractor being denied access to the facility.

5. PAYMENT FOR BONDS AND INSURANCE

The amount bid for contract bonds and insurance shall not exceed 3% of the total contract price excluding the bid price for Miscellaneous Additional Work (Item W800) and Field Testing Equipment (W851), where applicable. Should the bidder exceed the foregoing three percent (3%), the Department will make the necessary adjustment to determine the total amount bid based on the arithmetically correct proposal.

The amount bid shall be payable with the first contract payment.

GENERAL REQUIREMENTS

CONTRACT DRAWINGS:

CONTRACT NUMBER 21-528

The Design Drawings, as listed on the Contract Drawing Index, herewith made a part of these Specifications, shows in general and/or in detail the work to be done under this Contract and/or the various Contracts forming the entire work for the Project, as described herein.

After sending the executed contract to the County and prior to the first job meeting, the Contractor is responsible for obtaining from Public Works, Division of Engineering, Michaelian Office Building, White Plains, a maximum of five gratis copies of the Contract Drawings and Specifications; for the Contractor's permanent possession. Additional sets, requested by the Contractor, beyond the permitted number and time limit, will be furnished by Public Works; but at the Contractor's expense.

<u>DRAWING NO.</u>	<u>TITLE</u>	<u>SHEET NO.</u>
52-02-T-1320	Title Sheet	T-1
52-02-G-1321	Construction Notes & Phasing Plan	G-1
52-02-A-1322	5th Floor Plan	A-1
52-02-A-1323	7th Floor Plan, Part Plans And Details	A-2
52-02-A-1324	Part Plans At Pipe Expansion Joint Chase	A-3
52-02-A-1325	Expansion Joint Chase Wall Details	A-4
52-02-AS-1326	Asbestos Abatement-5th Floor	AS-1
52-02-AS-1327	Asbestos Abatement-7th Floor	AS-2
52-02-H-1328	General Notes And Details	H-1
52-02-H-1329	Mob 5th Floor Mechanical Plan	H-2
52-02-H-1330	Mob 7th Floor Mechanical Plan	H-3
52-02-H-1331	Mob Steam Riser Diagram (5th & 7th Floors)	H-4

Submit all proposal pages in this section, including all executed and unexecuted pages and fasten with a clip at the upper left hand corner.



George Latimer, Westchester County Executive

PROPOSAL PAGES

**STEAM SYSTEM UPGRADES, PHASE II
MICHAELIAN OFFICE BUILDING
WHITE PLAINS, NEW YORK**

**Contract No. 21-528
Bid Opening: January 5, 2022**

By Bidder (Please Print)

Firm/Business Name: _____

Address: _____

For Official Use Only

DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

Division of Engineering

PROPOSAL REQUIREMENTS

BIDDER'S IDENTIFICATION

CONTRACT NO. _____

To the Commissioner of Public Works, Westchester County, New York, acting for the party of the first part.

Proposal made by _____
as party of the second part.

Whose business address is _____

Whose telephone number is _____

Whose E-mail address is _____

Whose Federal ID number is _____

Is bidder an individual,
a partnership or a corporation? _____

If a partnership or corporation,
give the names of all partners
or officers with their titles _____

If operating under a trade name or as partners, has the required Certificate been filed with a County Clerk in accordance with the General Business Law, Section 130?

Yes....[] No....[] N.A....[]

If the answer is NO, Certificate must be filed before the contract can be executed.

NOTE: the bid must be submitted using the Contractor's legal name, not just the "doing business as" (i.e. DBA) name.

COMPLETE THIS FORM USING BLACK INK ONLY

PROPOSAL REQUIREMENTS

1. The undersigned, the bidder, does hereby declare that it has carefully read the contract specifications and has carefully studied the relevant plans, profiles and other drawings (as defined in Article "Contract Drawings" of the General Requirements) relating to the contract work, and has inspected the site(s) of the work..
2. The undersigned does hereby declare that it is the only one interested in its indicated bid; that the bid is in all respects without fraud or reservations; and that no official of the County or of the participating municipalities (if any), or any person in the employ of the County of participating municipalities (if any) is directly interested in the contract bid or in the supplies, equipment or works to which it relates, or in any part of the profits resulting there-from.
3. The undersigned does hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work under the contract in accordance with the plans, profiles, other drawings and specifications relating thereto, and to furnish all labor, tools, implements, machinery, forms, transportation and materials necessary and proper for said purpose at the following indicated lump sum price for the total work and/or the following indicated unit prices for the various items of the work.
4. The undersigned does hereby declare that the indicated price(s) cover all expenses of every kind incidental to the completion of the contract work, including all claims affecting the work, labor and materials, which may arise through any cause whatsoever, excepting as provided for in Article "Disputed Work-Notice Of Claims For Damages: of the General Clauses.
5. The undersigned hereby agrees that in the event that the quantities of contract work actually performed by the undersigned are less than the approximate quantities indicated in the specifications it will make no claim(s) for loss of anticipated profits.
6. The undersigned does hereby agree that it will execute a contract containing all the terms, conditions, provisions and covenants necessary to complete the work according to the appropriate plans and specifications, within ten working days after receipt by the undersigned of the contract from the County, and that if it fails to execute said contract within said period of time the County may rescind the contract award and may retain as liquidated damages and not as a penalty, any amounts submitted as the bid security accompanying the undersigned's proposal, and/or demand from the Bidder's Surety Company that executed the required Bid Bond and Consent of Surety to pay to the County the difference between the amount bid and the amount for which such contract is thereafter awarded, together with the cost to the County of reletting said contract up to the maximum aggregate amount of 25% of the amount bid.
7. The undersigned does hereby agree to commence the work encompassed under the contract within ten days after notification in writing from the Commissioner of Public Works or his authorized designee, unless a definite earlier or later start has been specified, and will complete the work fully and in every respect on or before the specified completion date; and further agrees that the County has the right to employ such combination of labor, equipment

PROPOSAL REQUIREMENTS

and materials as may be required for the proper completion of the contract work and to deduct all costs from such monies as may be due the undersigned, in the event the contract work is not completed by the specified completion date.

8. The undersigned does hereby agree to comply with all relevant provisions of the Labor Laws of the State of New York, and agrees to adhere to the provisions relating to the eight-hour day and five-day week, the payments of minimum rates for labor, and the latest laws relative to payments for wages for labor on public contracts.
9. The undersigned does hereby agree to insure all persons connected with the contract work against accident, at its own expense, as prescribed by the Workmen's Compensation Law of the State of New York; and that it will be responsible for payments by itself, its subcontractors and vendors of all taxes applicable to the work, and all other payments as may be required by various laws and rules and regulations of the Federal Government, the State of New York and its political subdivisions and agencies, such payments including but not limited to the following:
 - A. Federal Social Security Taxes on employees' wages.
 - B. Applicable Federal Excise Taxes.
 - C. New York State Unemployment Insurance and Disability Payments, based on employees' wages.
10. The undersigned does hereby agree to accept their indicated lump sum price for the total work and/or their indicated unit prices for the various items of the work as the sole basis in the determination of the value of addition to, or deletions from the specified scope of the contract work.

11. ADDENDUM RECEIPT - CONTRACT NO. _____

(The undersigned shall fill in contract number above, and the required information below.)

The undersigned does hereby acknowledge receipt of the below listed addenda to the contract specifications:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

COMPLETE THIS FORM USING BLACK ONLY

PROPOSAL REQUIREMENTS

12. Bidders should not submit the entire Bid document with its bid submission. Instead, Bidders must submit ALL of the Proposal Pages. Proposal Pages are denoted by a border and are titled on the bottom as "Proposal Page ____".

Be sure that, where required, the forms have been completed and signed by a notary public.

Proposal Page 12 must be completed by a surety company and submitted with the bid if a Performance and Payment Bond is required in accordance with the "Notice to Contractors".

13. NON-COLLUSIVE BIDDING CERTIFICATION

Made pursuant to Section 103-d of the General Municipal Law of the State of New York as amended by the Laws of 1966.

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his 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; and
 - 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- B. A bid shall not be considered for award nor shall any award be made where a. (1), (2) and (3), above, have not been complied with; provided however, that if any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where a. (1), (2) and (3), above, have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not added for the purpose of restricting competition."
14. The undersigned and each person signing in behalf of the undersigned hereby executes the foregoing Affirmative Action Questionnaire, Proposal, Addendum Receipt and Non-Collusive Bidding Certification.
15. The undersigned and each person signing on behalf of the undersigned hereby certifies that

PROPOSAL REQUIREMENTS

the person, firm or corporation submitting this proposal as the bidder has not been found guilty of a willful violation of the New York State Labor Law for failure to pay prevailing wages and supplements, as those terms are defined by the New York State Labor Law, within the twelve (12) months immediately preceding the submission of this bid.

16. The undersigned, by submitting the Proposal Pages, acknowledges that it has read the complete bid package including any and all addenda thereto and its bid includes all of the terms and conditions set forth in the bid documents, including, but not limited to, the Notice to Contractors, General Requirements and Proposals, Contract plans/drawings (if any), Proposal Forms, Information for Bidders, General Clauses, Sample Forms and Attachments, Sample Contract and Bond, Schedule of Hourly Rates and Supplements, Technical Specifications, any Special Notices and all applicable laws, rules and regulations. The undersigned further acknowledges that by submitting this bid the above denoted items are incorporated by reference and constitute an integral part of its bid.
17. The undersigned agrees that, if it is not the Successful bidder, the Sealed List of Subcontractors submitted with its bid can be destroyed by the County. **Please check the following box if you want the Sealed List of Subcontractors returned to you.** ☐

Dated _____, 20____

Legal Name of Person, Firm or
Corporation

(Seal of Corporation)

Business Address of Person, Firm or Corporation

By _____
Signature

Title

COMPLETE THIS FORM USING BLACK INK ONLY

ITEMIZED PROPOSAL

ITEM NO.	DESCRIPTION	AMOUNT BID	
		DOLLARS	CENTS
A	For providing all labor, material and equipment necessary to complete all work as shown on the contract drawings and in accordance with the specifications for the provision of EXPANSION JOINT REPLACEMENT, INSULATING, TESTING, AND ANY ASSOCIATED WORK at the Michaelian Office Building 148 Martine Ave White Plains, New York.	\$	
B	For providing all labor, material and equipment necessary to complete all work as shown on the contract drawings and in accordance with the specifications for the provision of RADIATOR CONTROL VALVE ASSEMBLIES, NEW STEAM TRAPS, TESTING AND ANY ASSOCIATED WORK at the Michaelian Office Building 148 Martine Ave White Plains, New York.	\$	
C	For providing all labor, material and equipment necessary to complete all work as shown on the contract drawings and in accordance with the specifications for the provision of DISASSEMBLY, MOVING, REASSEMBLY AND ANY ASSOCIATED WORK FOR FURNITURE/ PARTITIONS AS REQUIRED TO PERFORM ALL WORK ITEMS AND FINAL CLEANUP at the Michaelian Office Building 148 Martine Ave White Plains, New York.	\$	
D	For providing all labor, material and equipment necessary to complete all work as shown on the contract drawings and in accordance with the specifications for the provision of ALL ABATEMENT INCLUDING SELECTIVE DEMOLITION OF ENCLOSURES, AND ACCESS PANELS CONTAINING LEAD PAINT, LEGAL DISPOSAL, AND ANY ASSOCIATED WORK at the Michaelian Office Building 148 Martine Ave White Plains, New York.	\$	
E	For providing all labor, material and equipment necessary to complete all work as shown on the contract drawings and in accordance with the specifications for the provision of ALL ARCHITECTURAL RESTORATION WORK AS SHOWN ON DWGS AND SPECS at the Michaelian Office Building 148 Martine Ave White Plains, New York.	\$	
	SUBTOTAL (A+B+C+D+E)	\$	
F	Contract Bonds and Insurance (Must not exceed 3.00% of items Subtotal A+B+C+D+E)	\$	

ITEM NO.	DESCRIPTION	AMOUNT BID	
		DOLLARS	CENTS
W800	Necessary for Miscellaneous Additional Work per Article "Miscellaneous Additional Work (Item W-800)" of Information for Bidders, as directed	\$ 200,000	00
GROSS SUM OF TOTAL BID		DOLLARS	CENTS
		\$	

CONTRACTOR: _____

ADDRESS: _____

BY: _____

Signature/Title

CONTRACTOR'S ACKNOWLEDGMENT

(If Corporate)

STATE OF NEW YORK)

COUNTY OF WESTCHESTER) ss.:

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

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT

(If Individual)

STATE OF NEW YORK)

COUNTY OF WESTCHESTER) ss.:

On this _____ day of _____, 20____, before me personally came _____
_____ to me known, and known to me to be the same person described in
and who executed the within instrument and he duly acknowledged to me that he executed the same
for the purpose herein mentioned and, if operating under the trade name, that the certificate required
by the New York State General Business Law Section 130 has been filed with the County Clerk of
Westchester County.

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT

(If Co-Partnership)

STATE OF NEW YORK)

COUNTY OF WESTCHESTER) ss.:

On this _____ day of _____, 20____, before me personally came _____
_____ to me known, and known to me to be a member of the firm of _____
_____ and the person described in, and who executed the
within instrument in behalf of said firm, and he acknowledged to me that he executed the same in
behalf of, and as the act of said firm for the purposes herein mentioned and that the certificate
required by the New York State General Business Law Section 130 has been filed with the County
Clerk of Westchester County.

Notary Public

COMPLETE THIS FORM USING BLACK INK ONLY

CONTRACTOR'S ACKNOWLEDGMENT

(If Corporation/Sole Officer)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this _____ day of _____, 20__, before me
personally came _____ to me known and
(Name)

known to me to be the _____
(Title)

of _____, the corporation described in and which
(Name of Corporation)

executed the within instrument, who being by me duly sworn did depose and say that he/she,
resides at _____

and that he/she signed the within instrument, on behalf of said corporation, in his/her capacity
as the _____ and sole officer and director of said corporation
(Title)

and that he/she owns all the issued and outstanding capital stock of said corporation.

Notary Public

COMPLETE THIS FORM USING BLACK INK ONLY

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this _____ day of _____, 20__, before me

personally came _____ to me known to be the individual
(Name of individual who signed agreement)

who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that

(s)he is (the)(a) _____ of _____,
 (member)(manager) (name of limited liability company)

a _____ limited liability company, and that (s)he has authority
(name of state)

to sign the same, and acknowledged that (s)he executed the same as the act and deed of said limited liability company.

Sworn to before me this ____ day
of _____, 20__

Notary Public

My Commission Expires on: _____

COMPLETE THIS FORM USING BLACK INK ONLY

CERTIFICATE OF AUTHORITY

I, _____
(Officer other than officer executing proposed documents)

certify that I am _____ of the
(Title)

(Name of Contractor)

(the "Contractor"), a corporation duly organized and in good standing under the

(Law under which organized, e.g., the New York Business Corporation Law)

named in the foregoing agreement; that _____
(Person executing proposal documents)

who signed said agreement on behalf of the Contractor was, at the time of execution the

_____ of the Contractor; that said agreement was
(Title of such person)

duly signed for and in behalf of said Contractor by authority of its Board of Directors, thereunto

duly organized, and that such authority is in full force and effect at the date hereof.

(Signature)

(SEAL)

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 _____ of _____, the
Corporation described in and which executed the above certificate, who being by me duly sworn did
depose and say that he, the said _____ resides at
_____ and that he is _____
_____ of said Corporation and knows the Corporate Seal of the said
Corporation; that the seal affixed to the above certificate is such Corporate Seal and that it was so
affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto
by like order.

Notary Public

COMPLETE THIS FORM IN BLACK INK ONLY

CERTIFICATE OF AUTHORITY-LIMITED LIABILITY COMPANY

I, _____,
(member or manager other than person executing the agreement)

certify that I am a _____ of _____
(member/manager) *(Name of Limited Liability Company)*

(the “LLC”) duly organized under the Laws of the State of _____; that
(Name of State)

_____ who signed said agreement on behalf of the LLC.
(Person Executing Agreement)

was, at the time of execution, a manager of the LLC; that said Contract was duly signed for and on behalf of said LLC and as the act of said LLC for the purposes herein mentioned.

(Signature)

[illegible]

On this _____ day of _____, 20____, before me personally came
_____, to me known, and known to me to be the _____
(name of member/manager) (member/manager)
described in and who executed the above certificate, who being be me duly sworn did depose and say
that he resides at _____, and he is a
(member/manager) of said LLC; that he is duly authorized to execute said certificate on behalf of said
LLC, and that he signed his name thereto pursuant to such authority.

Notary Public

County

My Commission Expires on: _____

COMPLETE THIS FORM USING BLACK INK ONLY

***Required for all Bids over \$100,000 where a Performance & Payment Bond
is Required in accordance with the "Notice to Contractors"***

CONTRACT NO. _____

BID BOND AND CONSENT OF SURETY

KNOW ALL PERSONS BY THESE PRESENTS, That _____
(Name of Contractor)

(Address)
(hereinafter called the "Principal") and the _____ a
corporation created and existing under the laws of the State of _____, having its principal office
at _____ (hereinafter called the "Surety"),
(PRINT FULL ADDRESS OF SURETY)

are held and firmly bound unto the County of Westchester (hereinafter called the "Obligee"), in the full just
sum of *Twenty-Five (25%) Percent of the Attached Bid*, 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 said
Principal binds themselves (himself/herself, itself), their (his/her, its) heirs, executors and administrators,
successors and assigns, and the said Surety binds itself, its successors and assigns jointly and severally,
firmly by these presents:

WHEREAS, the said Principal has submitted to the County of Westchester, New York, a
proposal/bid for Contract Number: _____
Project Title: _____ and

WHEREAS, under the terms of the Laws of the State of New York as above indicated, the said
Principal has filed or intends to file this bond to guarantee that the Principal will execute all required contract
documents, furnish all required insurance and furnish such Performance and Payment Bonds or other bonds
as may be required in accordance with the terms of the Principal's said proposal/bid.

NOW, THEREFORE, the Surety agrees:

(i) if the Contract for which the preceding estimate and proposal is made, is awarded to the Bidder by
the County, the Surety shall become bound as Surety and guarantor for the faithful performance of the
Contract and shall execute and deliver a Performance & Payment Bond, in a form acceptable to the County,
in the amount of 100% of the total Contract price, or such other amount as may be specified in the Bid
documents, and shall execute the Contract as party of the third part when required to do so by the Board of
Acquisition and Contract of the County; and

(ii) if the Bidder shall, upon award of the Contract to the Bidder, fail or refuse to execute the Contract
and furnish the necessary bonds and insurance certificates, the Surety shall, on demand by the County, pay to
the County the difference between the amount bid and the amount for which such contract is thereafter
awarded, together with the cost to the County of reletting said Contract, up to the maximum aggregate
amount of this bond.

(iii) the condition of the foregoing obligation is such, that if the said Principal shall promptly execute
and submit, and the County shall accept, all required contract documents including insurance and such
Performance and Payment Bond or other bonds, all as may be required in accordance with the terms of the
Principal's said bid/proposal, then this obligation shall be null and void, otherwise to remain in full force and
virtue.

The Surety, for value received, the receipt of which is hereby acknowledged by the Surety, hereby stipulates and agrees that the obligation of the Surety and of its bond shall remain absolute and shall be in no way impaired, affected or discharged by an extension of time, mutually agreed to by the County and the Bidder, within which the County may award said Contract, and the Surety hereby waives notice of any such extension.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his/her (their, its) hand and the said Surety has caused this instrument to be signed by its duly authorized officer this _____ day of _____ 200__.

Signed and delivered this ____ day of _____ 20____ in the presence of:

(Print Name of Contractor)

(Signature) Principal

(Title of Authorized Officer)

(Print Name of Surety)

By _____ Surety
(Signature)

(Title of Authorized Officer)

(The Surety Company shall append a single copy of a statement of its financial condition, a copy of the resolution authorizing the execution of Bonds by officers of the Surety Company, Power of Attorney, Surety Acknowledgment.)

AFFIRMATIVE ACTION PROGRAM REQUIREMENT

Affirmative Action Program

An approved Affirmative Action Plan shall be required in all contracts for public work where the awarded contract amount exceeds \$50,000 or more than fourteen (14) persons are employed by the Contractor and/or his subcontractors.

Does the Contractor participate in an approved Affirmative Action Program? Yes [☐] No [☐]

If Yes, give name of Program: _____

If No, how many employees (total) does the Contractor employ. Please also include in your count the number of employees the Contractor and its Subcontractors expect to use on this project: _____

An approved Affirmative Action Program shall mean a plan approved or adopted by Westchester County including but not limited to, the Home-Town Plan, the Recruitment Training Program or any other program approved or meeting the requirements of the State or Federal government.

The "Monthly Employment Utilization Report" of the Sample Forms, shall be filled out by the Contractor and/or Subcontractor(s) who are required to have an Affirmative Action Program, prior to the start of the work.

Before any subcontractor is approved for use on this contract it will have to complete and submit the "Affirmative Action Program Requirement- Subcontractors" form of the Sample Forms.

COMPLETE THIS FORM USING BLACK INK ONLY

APPRENTICESHIP TRAINING PROGRAM REQUIREMENT

Apprenticeship Training Program

An approved Apprenticeship Training Program shall be required in all contracts for public work where the awarded contract amount exceeds \$50,000. and more than fourteen (14) persons are employed by the Contractor or Subcontractor(s).

Will the Contractor utilize apprentices for this
Contract? Yes [☐] No [☐]

If Contractor Yes, do the apprentices participate in an approved Apprenticeship
Training Program? Yes [☐] No [☐]

If Contractor Yes, give the name of the Program: _____

Will the Subcontractor(s) utilize apprentices for this
Contract? Yes [☐] No [☐]

If Subcontractor(s) Yes, do the apprentices participate in an approved Apprenticeship
Training Program? Yes [☐] No [☐]

If Subcontractor(s) Yes, give the name of the Program: _____

AN APPROVED APPRENTICESHIP TRAINING PROGRAM SHALL MEAN A NEW YORK
STATE REGISTERED APPRENTICESHIP TRAINING PROGRAM AS DEFINED UNDER
THE NEW YORK STATE LABOR LAW.

COMPLETE THIS FORM USING BLACK INK ONLY

CERTIFICATE OF LICENSE

(TO BE COMPLETED BY AN ELECTRICAL BIDDER ONLY)

_____, being duly sworn
(Name)

deposes and says that the following statements are true:

(1) I am the _____ of the
(Title)

_____, the bidder named on the
(Name of Contractor)

bid proposal, and I have read and am familiar with: a) the electrical license requirements contained in the Information for Bidders of the bid, b) Chapter 277 Article XVII of the Laws of Westchester County entitled Electrical Licensing Board and the Licensing of Master Electricians, and c) the Westchester County Electrical Licensing Board Rules and Regulations.

(2) I am familiar with, and this bid is being submitted in compliance with, the Westchester County Electrical Licensing Board Rules and Regulations, in particular No. 11, which states as follows:

No individual holding a Master Electrician's License shall lend such License to any person or allow any other person to carry on, engage in, or labor at the business as defined herein of installing, removing, altering, testing, replacing, or repairing electrical systems. A violation of this section by any person holding a License shall be sufficient cause for revocation of such License.

However, nothing herein shall be construed to prohibit the use of a License by the holder thereof for or on behalf of a partnership, corporation or other business association, provided that fifty-one (51) percent or more of the control of the voting capital stock of such partnership, corporation, or other business association is owned by one (1) or more holders of a Westchester County Master Electrical License and that all work performed by such partnership, corporation or other business association is performed by or under the direct supervision of such License holder or holders.

(3) That, as of this date, the bidder submitting the bid possesses the applicable valid Master/"Special" Electrician's license issued by the Westchester County Electrical Licensing Board; that this License is being used in compliance with the Laws of Westchester County and Westchester County Electrical Licensing Board Rules and Regulations; and **I have provided a copy of such license with the sealed bid proposal.**

COMPLETE THIS FORM USING BLACK INK ONLY

CERTIFICATE OF LICENSE (Continued)

(TO BE COMPLETED BY AN ELECTRICAL BIDDER ONLY)

(4) That all electrical work shall be performed in accordance with the requirements of Chapter 277 Article XVII of the Laws of Westchester County entitled Electrical Licensing Board and the Licensing of Master Electricians and the Westchester County Electrical Licensing Board Rules and Regulations.

(5) That I make this statement in connection with the submission of the bid as proof of the required electrical license, knowing that this statement will be relied upon by the County in the evaluation of that bid.

Signature

Sworn to before me
this _____ day of _____

License No.

Notary Public - State of New York

COMPLETE THIS FORM USING BLACK INK ONLY

CERTIFICATE OF LICENSE

(TO BE COMPLETED BY A PLUMBING BIDDER ONLY)

_____, being duly sworn
(Name)

deposes and says that the following statements are true:

(1) I am the _____ of the
(Title)

_____, the bidder named on the
(Name of Contractor)

bid proposal, and I have read and am familiar with: a) the plumbing license requirements contained in the Information for Bidders of the bid, b) Chapter 277 Article XV of the Laws of Westchester County entitled Westchester County Board of Plumbing Examiners and County-wide Plumbing License, and c) the Westchester County Board of Plumbing Examiners Rules and Regulations.

(2) I am familiar with, and this bid is being submitted in compliance with, Section 277.509A of Article XV of Chapter 277 of the Laws of Westchester County, which states as follows:

A. No holder of a license or certification issued under this article shall authorize, consent to or permit the use of his or her license or certification by or on behalf of any other person. No person who has not qualified or obtained a license or certification under this article shall represent himself or herself to the public as holder of a license or certification issued under this article, either directly, by means of signs, sign cards metal plates or stationery, or indirectly in any other manner whatsoever. However, nothing herein shall be construed to prohibit the use of a license by the holder thereof for or on behalf of a partnership, corporation or other business association, provided that 51 percent or more of the control of the voting capital stock of such partnership, corporation or other business association is owned by one or more holders of a Westchester County master plumbing license and that all work performed by such partnership, corporation or other business association is performed by or under the direct supervision of such license holder or holders.

(3) That, as of this date, the bidder submitting the bid possesses a valid Master Plumber's license issued by the Westchester County Board of Plumbing Examiners; that this License is being used in compliance with the Laws of Westchester County and the Westchester County Board of Plumbing Examiners Rules and Regulations; and **I have provided a copy of such license with the sealed bid proposal.**

COMPLETE THIS FORM USING BLACK INK ONLY

CERTIFICATE OF LICENSE (Continued)

(TO BE COMPLETED BY A PLUMBING BIDDER ONLY)

(4) That all plumbing work shall be performed in accordance with the requirements of Chapter 277, Article XV of the Laws of Westchester County entitled Westchester County Board of Plumbing Examiners and County-wide Plumbing License, and the Westchester County Board of Plumbing Examiners Rules and Regulations.

(5) That I make this statement in connection with the submission of the bid as proof of the required plumbing license, knowing that this statement will be relied upon by the County in the evaluation of that bid.

Signature

Sworn to before me
this _____ day of _____

License No.

Notary Public - State of New York

COMPLETE THIS FORM USING BLACK INK ONLY

CERTIFICATE OF LICENSE

(TO BE COMPLETED BY A HAULING BIDDER OR SUBCONTRACTOR ONLY)

_____, being duly sworn
(Name)

deposes and says that the following statements are true:

(1) I am the _____ of the
(Title)

_____, the bidder/subcontractor (circle one)
(Name of Contractor)

named on the foregoing bid proposal, and I have read and am familiar with the hauling license requirements contained in the Information for Bidders of the foregoing bid.

(2) That, as of this date, the bidder submitting the foregoing bid/subcontractor of the bidder submitting the foregoing bid (circle one) possesses a valid _____ license
(License type, i.e. Class "A")
issued by the Westchester County Solid Waste Commission.

(3) That all hauling work shall be performed in accordance with the requirements of Chapter 826-a of the Laws of Westchester County.

(4) That I make this statement in connection with the submission of the foregoing bid as proof of the required hauling license, knowing that this statement will be relied upon by the County in the evaluation of that bid.

Signature

Sworn to before me
this _____ day of _____

License No.

Notary Public - State of New York

COMPLETE THIS FORM USING BLACK INK ONLY

STORMWATER POLLUTION PREVENTION CERTIFICATION

I certify under penalty of law that I understand and agree to comply with the terms and conditions of the Stormwater Pollution Prevention Plan ("SPPP") for the construction site identified in such SPPP as a condition of authorization to discharge stormwater. I also understand the operator must comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") general permit for stormwater discharges from construction activities and it is unlawful for any person to contribute to a violation of water quality standards.

Signature

Sworn to before me

This _____ day of _____, 200__.

Notary Public – State of New York, County of _____

My Commission Expires on _____.

This Certification will also have to be signed by your subcontractors. Additional copies of this form can be acquired from the Department of Public Works.

COMPLETE THIS FORM USING BLACK INK ONLY

PREVAILING WAGE RATES AND SUPPLEMENTS

Compliance with the New York State Construction (Article 1, Section 17) and the New York State Labor Law (Section 220)

Is your firm in full compliance with the New York State Labor Law?
(Please check one)

Yes _____

No _____

Are the wage supplements paid into a Federally approved program?
(Please check one)

Yes _____

No _____

If Yes, please indicate which program:

If No, please indicate how the supplements are being paid:

Yes, I have read and understand the terms of this Contract and the laws of this Agreement:

Signature

Date: _____

Notary Public

Date: _____

COMPLETE THIS FORM USING BLACK INK ONLY

MINORITY/WOMEN BUSINESS ENTERPRISE PROGRAM QUESTIONNAIRE
QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES
OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Section 308.01 of the Laws of Westchester County, completion of this form is required.

A "business enterprise owned and controlled by women or persons of color" means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability corporation, or corporation, that either:

- 1.) meets the following requirements:
 - a. is at least 51% owned by one or more persons of color or women;
 - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
 - c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
 - d. is an enterprise authorized to do business in this state which is independently owned and operated.
- 2.) is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**
- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term "persons of color," as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

- (a) Black persons having origins in any of the Black African racial groups;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
- (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

_____ No

_____ Yes

Please note: If you answered “yes” based upon certification by New York State and/or the Federal government, official documentation of the certification must be attached.

2. If you answered “Yes” above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

_____ Women

_____ Persons of Color (*please check off below all that apply*)

_____ Black persons having origins in any of the Black African racial groups

_____ Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race

_____ Native American or Alaskan native persons having origins in any of the original peoples of North America

_____ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands

Name of Business Enterprise: _____

Address: _____

Name and Title of person completing questionnaire: _____

Signature: _____

Notary Public

Date

CONTRACTOR'S DISCLOSURE STATEMENT

Instructions:

The County of Westchester, in order to insure that it employs responsible contractors for its major construction projects, requires all bidders for construction contracts (which includes reconstruction and repair) with an estimated value of One Hundred Thousand (\$100,000.00) or more Dollars to answer completely and swear to the questions below. If a Contractor Disclosure Statement has been included with this bid specification, then the County has determined that it is applicable to this bid. All subcontractors whose contract has a value of One Hundred Thousand (\$100,000.00) or more Dollars must also submit a Contractor Disclosure Statement.

Please read the questions carefully and answer them completely. Before you answer these questions, please read the definitions of terms used in these questions. While you may contact the Department of Public Works if you have questions about this form, the County cannot provide you with any legal advice for which you must contact your own lawyer. **FAILURE TO COMPLETE THIS CONTRACTOR DISCLOSURE STATEMENT IN GOOD FAITH MAY RESULT IN THE REJECTION OF YOUR BID.**

If you have previously filled out a Contractor Disclosure Statement for another County bid and only some but not all of your responses have changed, attach a copy of the prior Contractor Disclosure Statement and check #2 below indicating changes only and only answer those questions which have changed since you last filled out the Contractor Disclosure Statement.

If you have previously completed a Contractor Disclosure Statement for another County bid and nothing has changed in your responses to the questions, then check #3 and fill out the attached No Change Affidavit. Attach a copy of the prior Contractor Disclosure Statement to the No Change Affidavit.

NOTE IF THE SPACES PROVIDED FOR ANSWERS ARE NOT SUFFICIENT FOR YOU TO COMPLETE YOUR ANSWER TO A PARTICULAR QUESTION, THEN ATTACH ADDITIONAL PAGES TO THIS CONTRACTOR DISCLOSURE STATEMENT WHICH INDICATE THE NUMBER OF THE QUESTION THAT YOU ARE COMPLETING THE ANSWER FOR.

ALSO DO NOT LEAVE ANY ANSWERS BLANK. IF A QUESTION IS NOT APPLICABLE, ANSWER - N/A – AND OFFER A BRIEF EXPLANATION AS TO WHY THE QUESTION DOES NOT APPLY.

Definitions:

Affiliate – is another Business Entity in which the Contractor or one or more of the Principals of the Contractor has an ownership interest of more than fifty (50%) percent. An Affiliate is also another Business Entity in which the Parent of the Contractor owns more than fifty (50%) percent of that other Business Entity.

Agency or Government Agency – is any Federal, State, City or other local agency including, but not limited to, departments, offices, quasi-public agencies, public authorities and

CONTRACTOR'S DISCLOSURE STATEMENT

corporations, boards of education and higher education, public development corporations and local development corporations.

Assignee – is a person or Business Entity to whom an assignment (e.g., a transfer to another of any property, real or personal, including a transfer of any rights in such property) is made.

Business Address – is the location of principal executive offices and is also the primary place of business in Westchester County, if different.

Business Entity – is any profit-seeking business including, but not limited to, corporations, limited and general partnerships, joint ventures and individual (sole) proprietorships.

Contract – is any binding agreement with any Government Agency or other Business Entity for the provision of goods, or services including, but not limited to, construction.

Contractor – is the Business Entity submitting this Contractor Disclosure Statement.

Contractor Disclosure Statement – is this document.

Control – A Business Entity controls another Business Entity when:

- The controlling Business Entity owns more than fifty (50%) percent of the controlled Business Entity, or
- The controlling Business Entity directs or has the right to direct daily operations of the controlled Business Entity, or
- The same person is a Principal in both businesses and directs the daily operations of the controlled Business Entity.

Investigations – is any official inquiry by any Government Agency, with the exception of background investigations for employment.

Officer – is any individual who serves in the function of chief executive officer, chief financial officer or chief operating officer of the Business Entity by whatever titles known.

Parent – is a Business Entity which owns more than fifty (50%) percent of another Business Entity.

Principal – is an individual, partnership, joint venture or corporation which holds ten (10%) percent or more ownership interest in the Business Entity.

Partner – shall mean a person or Business Entity that has a joint ownership in a particular business, but the ownership interest is not as a shareholder of a corporation.

Successor – is a person or Business Entity that takes the place that another has left. With reference to a corporation, a successor shall mean another corporation which, through amalgamation, consolidation, or other legal succession, becomes invested with the rights and assumes the burdens of the first corporation.

CONTRACTOR'S DISCLOSURE STATEMENT

CONTRACT NO.: _____

☐ Check if Subcontractor

Type Of Submission

(Put a X or √ next to the applicable type of submission)

1. **Fully Completed Contractor Disclosure Statement** _____
(Sign Oath on last page of Disclosure Statement)

2. **Changes Only Contractor Disclosure Statement** _____
(Attach copy of previously filed Contractor Disclosure Statement that you are amending. Denote any changes on the following Contractor Disclosure Statement. Sign Oath on last page of this Disclosure Statement)

3. **No Change** _____
(Fill out "No Change Affidavit" [below] and attach copy of previously filed Contractor Disclosure Statement)

NO CHANGE AFFIDAVIT

I swear that the attached Contractor Disclosure Statement was submitted to the County of Westchester on _____ and was true as signed, and that
(Date)
since the above date nothing has occurred which changes in any way the responses made to the questions contained in the attached Contractor Disclosure Statement.

Submitted by: _____
(Signature)

Name (Print): _____

Title (Print): _____

Sworn to before me this ____ day of _____, 200__

NOTARY PUBLIC

COMPLETE THIS FORM USING BLACK INK ONLY

CONTRACTOR'S DISCLOSURE STATEMENT

Questions:

1. The Business Address and taxpayer identification number of Contractor and primary telephone number for such location.

2. List the Business Addresses and primary telephone numbers for such locations, if different from answer to #1 above, where Contractor has been located over the last five (5) years.

3. List all other names and taxpayer identification numbers under which the Contractor, or the Principals and Officers of Contractor, have conducted business within the prior five (5) years.

4. For any response to #3 above, list any and all Westchester County contracts that were awarded to such "other name" Business Entity.

5. List the type of Business Entity that the Contractor is presently organized as (for example - sole proprietorship, partnership, joint venture or corporation).

COMPLETE THIS FORM USING BLACK INK ONLY

CONTRACTOR'S DISCLOSURE STATEMENT

6. If Contractor is a corporation, list the date that the Contractor was incorporated. Also list the name of the Government Agency and location of said Agency in which a certificate of incorporation, certificate of doing business or equivalent, has been filed and the date of any amendments thereto. If, however, the Contractor is a partnership, list the date that the partnership was formed and the name of the Government Agency and location of said Agency in which a business certificate for partnership or equivalent has been filed.

7. List all the names, current Business Addresses and business telephone numbers of the Principals and Officers of the Contractor. If the Contractor is a partnership, list all partners and their business telephone numbers.

8. List the names, current Business Addresses, telephone numbers and taxpayer identification numbers of all Affiliates of the Contractor.

9. List all the names, Business Addresses and telephone numbers of the Principals and Officers of the Affiliates listed in response to #7 above. If the Affiliate is a partnership, list the Business Addresses and business telephone numbers of all partners.

COMPLETE THIS FORM USING BLACK INK ONLY

CONTRACTOR'S DISCLOSURE STATEMENT

10. Is the Contractor Controlled by another Business Entity? ____ Yes ____ No. If you answered yes, please identify the name, Business Address and telephone number of that Controlling Business Entity and list any contracts that the Controlling Business Entity has had with Westchester County in the past five (5) years?

11. If the Contractor has Control of any other Business Entity that has had a Contract with the County of Westchester in the past five (5) years, please identify the name, Business Address and telephone number of that Controlled Business Entity.

12. List any and all contract sanctions imposed on the Contractor or on a Business Entity listed in response to #3 above that was imposed by a Government Agency during the prior five (5) years, including, but not limited to, all cautions, suspensions, debarments, cancellations of a contract based on business conduct, declarations of default, determinations of ineligibility to bid or whether any proceedings to determine eligibility to bid are pending.

13. List the contract sanction history for the past five (5) years, as defined in #12 above, for any Affiliate of the Contractor.

COMPLETE THIS FORM USING BLACK INK ONLY

CONTRACTOR'S DISCLOSURE STATEMENT

14. If you answered yes to #10 above, list the contract sanction history as defined in #12 above for the Controlling Business Entity during the past five (5) years.

15. List any and all prevailing wage or supplement payment violations; state labor law violations deemed willful and any other federal or state citations, notices, violation orders, pending administrative hearings or proceedings or determinations of a violation of any labor law or regulation regarding the Contractor.

16. List all Investigations of the Contractor, its Principals and Officers or, if a partnership, of the Contractor's Partners. Also list all investigations of Affiliates, their Principals and Officers or, if a partnership, of their Partners.

COMPLETE THIS FORM USING BLACK INK ONLY

CONTRACTOR'S DISCLOSURE STATEMENT

17. Have all Federal and State income tax returns, if required, been filed by Contractor during the last five (5) years? ____Yes ____No If you answered no, please explain why such returns were not filed.

18. Are there any criminal proceedings pending against the Contractor or any Principal or Officer of the Contractor or partner, if Contractor is a partnership? ____Yes ____No If you answered yes, please provide details of the pending criminal proceedings.

19. List the record of all criminal convictions of the Contractor, any Principal or Officer or partner, if Contractor is a partnership, and of any former Principal or Officer, of the Contractor or former partner, if Contractor is a partnership, for any crime related to truthfulness or business conduct and for any felony committed within the prior ten (10) years.

20. List all bankruptcy proceedings that the Contractor or its Affiliates have been the subject of within the past seven (7) years, whether pending or completed.

COMPLETE THIS FORM USING BLACK INK ONLY

CONTRACTOR'S DISCLOSURE STATEMENT

21. Is the Contractor a successor, assignee or Affiliate of a Business Entity that has ever been denied a Contract or deemed ineligible to bid on a Government Agency contract?

____ Yes No ____ If you answered yes, explain below.

OATH

I swear that all of the above answers are true based on my knowledge of the facts, or are believed by me to be true, based upon a review of records containing the facts or based upon information I obtained from someone who has knowledge of the facts; and that I have authority to sign this document; and that the answers given above have not been made in a manner intended to deceive or to defeat the purpose of the Contractor Disclosure Statement, which is to assist the County of Westchester in determining if the Contractor is a responsible bidder.

Submitted by: _____
(Signature)

Name (Print): _____

Title (Print): _____

Sworn to before me this ____ day of
_____, 20__

NOTARY PUBLIC

COMPLETE THIS FORM USING BLACK INK ONLY

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

(Prior to execution of a contract by the County, a potential County contractor must complete, sign and return this form to the County)

Contract Name and/or ID No.:

(To be filled in by County)

Name of Contractor:

(To be filled in by Contractor)

A potential County contractor must complete this form as part of the proposed County contract.

- 1.) Are any of the employees that the Contractor will use to carry out this contract also a County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 2.) Are any of the owners of the Contractor or their spouses a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 3.) Do any County officers or employees have an **interest**¹ in the Contractor or in any approved subcontractor that will be used for this contract?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

By signing below, I hereby certify that I am authorized to complete this form for the Contractor.

Name: _____

Title: _____

Date: _____

¹ "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

- 1.) His/her spouse, children and dependents, except a contract of employment with the County;
- 2.) A firm, partnership or association of which such officer or employee is a member or employee;
- 3.) A corporation of which such officer or employee is an officer, director or employee; and
- 4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES
OWNED AND CONTROLLED BY
SERVICE-DISABLED VETERANS

The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 17-B of the New York State Executive Law, we request that you answer the questions listed below.

The term "Certified Service-Disabled Veteran-Owned Business" shall mean a business that is a certified service-disabled veteran-owned business enterprise under the New York State Service-Disabled Veteran-Owned Business Act (Article 17-B of the Executive Law).

1. Are you a business enterprise that is owned and controlled by a service-disabled veteran in accordance with the standards listed above?

_____ No
_____ Yes

2. Are you certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business?

_____ No
_____ Yes

3. If you are certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business, please attach a copy of the certification.

Name of Firm/Business Enterprise: _____

Address: _____

Name/Title of Person completing Questionnaire: _____

Signature: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF)

Notary Public

Date:

SCHEDULE "F"
CRIMINAL BACKGROUND DISCLOSURE
INSTRUCTIONS

Pursuant to Executive Order 1-2008, the County is required to maintain a record of criminal background disclosure from all persons providing work or services in connection with any County contract, including leases of County-owned real property and licenses:

- a.) If any of the persons providing work or services to the County in relation to a County contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County contract; and
- b.) If any of the persons providing work or services to the County in relation to a County contract may, in the course of providing those services, have access to sensitive data (for example SSNs and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors, and the infirm).

In those situations, the persons who must provide a criminal background disclosure ("Persons Subject to Disclosure") include the following:

- a.) Consultants, Contractors, Licensees, Lessees of County-owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Consultant, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to Subconsultants, subcontractors, Sublessess, or Sublicensees who are providing services to the County, and
- b.) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

Under Executive Order 1-2008, it is the duty of every County Consultant, Contractor, Licensee, or Lessee to inquire of each and every Person Subject to Disclosure and disclose whether they have been convicted of a crime or whether they are subject to pending criminal charges, and to submit this form with that information.¹ Accordingly, you are required to complete the attached Criminal Background Disclosure Form and Certification.

Please note that under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception from the disclosure requirements of Executive Order 1-2008. If translation services are required by the Consultant, Contractor, Licensee, or Lessee to fulfill this obligation, it shall be at the sole cost and expense of the Consultant, Contractor, Licensee, or Lessee.

Please also note that the conviction of a crime(s) and/or being subject to a pending criminal charge(s) will not automatically result in a denial of a person's right to work on a County contract, right to be on County property, or license, but may, if the County determines that the prior conviction(s) or pending criminal charge(s) create an unacceptable risk. However, if a person fails to list or falsifies any part of his/her conviction history or any pending criminal charge(s) for any reason, he/she may be prohibited from working or being on County property without any risk assessment. If it is later determined that a Person Subject to Disclosure failed to disclose a criminal conviction or pending criminal charge for any reason, his/her right to work on a County contract, be on County property, or license may be terminated at any time.

Please further note that, pursuant to Executive Order 1-2008, and subject to the applicable provisions of New York Correction Law §§ 752 and 753, the County has the right to bar a Person Subject to Disclosure from providing work or services to the County or from being on County property if any such person has:

- a.) A conviction of a crime(s);
- b.) A pending criminal proceeding for a crime(s); or
- c.) Refused to answer questions concerning his/her criminal background

¹ For these disclosures, a "crime" or "pending criminal charge" includes all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State.

Please finally note that any failure by a County Consultant, Contractor, Licensee, or Lessee to comply with the disclosure requirements of Executive Order 1–2008 may be considered by the County to be a material breach and shall be grounds for immediate termination by the County of the related County contract.

Exemptions

Executive Order 1-2008 exempts from the aforementioned disclosure requirements Persons Subject to Disclosure:

- a.) for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; and
- b.) for whom another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of a County contract that is in full force and effect.

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify the Procuring Officer². The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that person on your Criminal Background Disclosure Form and Certification.

² Procuring Officer” shall mean the head of the department or the individual or individuals authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(a) of the Laws of Westchester County, the Purchasing Agent.

Subconsultants, Subcontractors, Sublessees, or Sublicensees

Under Executive Order 1-2008, it is your duty to ensure that any and all approved subconsultants, subcontractors, sublessees, or sublicensees complete and submit the attached Criminal Background Disclosure Form and Certification for all of their respective Persons Subject to Disclosure. This must be done before such a subconsultant, subcontractor, sublessees, or sublicensees can be approved to perform work on a contract.

New Persons Subject to Disclosure

Under Executive Order 1-2008, you have a **CONTINUING OBLIGATION** to maintain the accuracy of the Criminal Background Disclosure Form and Certification (and any accompanying documentation) for the duration of this contract, including any amendments or extensions thereto. Accordingly, it is your duty to complete and submit an updated Criminal Background Disclosure Form and Certification whenever there is a new Person Subject to Disclosure for this contract. **NO NEW PERSON SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED CRIMINAL BACKGROUND DISCLOSURE FORM AND CERTIFICATION IS FILED WITH THE PROCURING OFFICER.** You shall also provide the County with any other updates that may be necessary to comply with the disclosures required by Executive Order 1-2008.

PLEASE CONTINUE TO THE

Criminal Background Disclosure Form and Certification

BEGINNING ON THE NEXT PAGE

CONTRACT #: _____

Name of Consultant, Contractor, Lessee, or Licensee: _____

CRIMINAL BACKGROUND DISCLOSURE
FORM AND CERTIFICATION

If this form is being completed by a subconsultant, subcontractor, sublessee, or sublicensee, please consider all references in this form to "consultant, contractor, lessee, or licensee" to mean "subconsultant, subcontractor, sublessee, or sublicensee" and check here: _____

I, _____, certify that I am a principal or a
(Name of Person Signing Below)

representative of the Consultant, Contractor, Lessee, or Licensee and I am authorized to complete and execute this Criminal Background Disclosure Form and Certification. I certify that I have asked each Person Subject to Disclosure the following questions:

- **Have you or your company ever been convicted of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State) including, but not limited to, conviction for commission of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property?**
- **Are you or your company subject to any pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State)?**

I certify that the names and titles of Persons Subject to Disclosure who refused to answer **either** of the questions above are:

1. _____
2. _____
3. _____
4. _____
5. _____

(If more space is needed, please attach separate pages labeled "REFUSED to Answer - Continued.")

I certify that the names and titles of Persons Subject to Disclosure who answered “Yes” to **either of the** questions above are:

1. _____
2. _____
3. _____
4. _____
5. _____

(If more space is needed, please attach separate pages labeled “YES Answers - Continued.”)

Each Person Subject to Disclosure listed above who has either **been convicted of a crime(s)** and/or **is subject to a pending criminal charge(s)** must answer additional questions. Those questions are below.

A Person Subject to Disclosure who has **been convicted of a crime(s)** must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please list all criminal convictions along with a brief description of the crime(s) (including all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please provide the date and place of each conviction.
- 4.) Please provide your age at the time of each crime for which you were convicted.
- 5.) Please provide the legal disposition of each case.
- 6.) Please provide any information either produced by yourself or someone on your behalf in regards to your rehabilitation and good conduct.

A Person Subject to Disclosure who **is subject to a pending criminal charge(s)** must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property and if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please identify all pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please briefly describe the nature of the pending charges and the date upon which it is alleged that a crime was committed.

I hereby certify that all of the information provided herein (and in any and all attachments) is true and accurate and that all disclosures required by Executive Order 1-2008 and this Criminal Background Disclosure Form and Certification have been completed. By my signature below, I hereby affirm that all of the facts, statements and answers contained herein (and in any and all attachments) are true and correct. I understand that providing false or incomplete information or withholding by omission or intention pertinent information will be cause for refusing further consideration of my being utilized under this contract.

It is understood and agreed that no Person Subject to Disclosure shall perform work or services or enter onto County property until this required Criminal Background Disclosure Form and Certification is filed with the Procuring Officer.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to perform work or provide services under this contract after filing of this Criminal Background Disclosure Form and Certification with the Procuring Officer, such new Persons Subject to Disclosure shall not perform work or provide services or enter into County property until an updated Criminal Background Disclosure Form and Certification has been filed with the Procuring Officer.

It is further understood and agreed that the consultant, contractor, lessee, or licensee has a continuing obligation to maintain the accuracy of the Criminal Background Disclosure Form and Certification for the duration of this contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

Name: _____
Title: _____
Date: _____

Notary Public

Date

SUBCONTRACTOR'S SEALED BID SUBMISSION

Westchester County Contract No.: _____

Name of Subcontractor: _____

Address: _____

Phone #: _____ Fax #: _____

E-mail address: _____

Name of Contractor to whom
this bid is submitted: _____

Scope of Work to be performed by Subcontractor (e.g., electrical, plumbing, HVAC):

The price agreed upon by and between Contractor and Subcontractor for the full
performance of the Subcontractor's work:

\$: _____

In words (e.g, one hundred thousand dollars and xx/100):

Subcontractor

Contractor

Signature

Signature

By _____
(print name & title)

By _____
(print name & title)

**THE SUCCESSFUL LOW BIDDER, BEFORE AWARD OF THE CONTRACT, MUST
PROCURE AND PROVIDE TO THE COUNTY, FROM EACH OF THE ABOVE
DENOTED SUBCONTRACTORS, A CONTRACT DISCLOSURE STATEMENT
(PROPOSAL PAGES 24-32) AND THE REQUIRED DISCLOSURE OF
RELATIONSHIPS TO COUNTY (PROPOSAL PAGES 33-34)**

COMPLETE THIS FORM USING BLACK INK ONLY

INFORMATION FOR BIDDERS



2. INFORMATION FOR BIDDERS

DEPARTMENT OF PUBLIC WORKS

Division of Engineering

INFORMATION FOR BIDDERS

1. ADDENDA AND INTERPRETATION

No interpretation of the meaning of the plans, specifications or other contract documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to the Westchester County Department of Public Works, Division of Engineering, Room 512, Michaelian Office Building, White Plains, New York, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted on the internet not later than three (3) days prior to the date fixed for the opening of bids. Revisions to plans or drawings requiring the issuance of additional or revised drawings will be noted on the internet with instructions how to acquire copies of such revised plans or drawings. Failure of any bidder to receive any such addendum or interpretation or any other form, instrument or document shall not relieve any bidder from any obligation under its bid as submitted. All addenda so issued shall become part of the contract documents.

A bidder's failure to request a clarification, interpretation, etc. of any portion of the plans, specifications, or contract or to point out any inconsistency therein will preclude such bidder from thereafter claiming any ambiguity, inconsistency, or error which should have been discovered by a reasonably prudent bidder and from asserting any claim for damages arising directly or indirectly therefrom.

2. VOIDED CLAUSES

Wherever in this booklet any page is stamped "VOID", only the section(s) or paragraph(s) so stamped are void. All other sections(s) and paragraph(s) remain in full force and effect.

3. PRE-BID SITE INSPECTION

Unless otherwise stated, on building construction work, bidders are free and encouraged to examine the work site during normal work hours preceding the date on which bids are to be opened. For those bidders requesting further clarification of the conditions, an appointment with the County's representative, on the eighth day (Tuesday) prior to the bid opening date, can be requested, by contacting the, Department of Public Works, Division of Engineering at (914) 995-2553.

Each bidder must inform itself fully of the conditions relating to the work to be performed. Failure to do so will not relieve a successful bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the consideration set forth in its Bid.

At the time of the opening of bids each bidder will be presumed to have inspected the sites and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all addenda).

4. BID SECURITY

Bid Security shall be provided in accordance with the "Notice to Contractors." Where

INFORMATION FOR BIDDERS

a Performance and Payment bond is required in the Notice to Contractors, the executed “Bid Bond and Consent of Surety” of the Proposal Pages must be submitted with the Bid when the bid is more than \$100,000. The successful bidder, no matter the size of its bid, will be required to furnish a Performance and Payment Bond.

Where a Performance and Payment Bond is not specified in the Notice to Contractors, then the required Security may be furnished in the form of a Certified Check; drawn to the order of “County of Westchester, clipped to the top of the front cover and submitted with the Bid.

Certified checks submitted will be returned to all bidders submitting certified checks within three (3) days after the opening of bids unless the bidder or bidders submitting certified checks are among the two lowest bidders. At any time after the opening of bids, the second lowest bidder, if the second lowest bidder has submitted a certified check, may substitute a bid bond for the certified check by presenting the bond to the Secretary of the Board of Acquisition and Contract. This bond shall be in the form and coverage required by the County and shall be in an amount not less than the amount of the bidder's certified check. After receipt, approval and acceptance of the bond by the County, the County will forward to the bidder a County check in an amount equal to the bidder's certified check.

All certified checks submitted will be returned to the two lowest bidders within 48 hours after the successful bidder executes the required contract and furnishes the County with all necessary bonds and insurance certificates.

In the event that the successful bidder has not executed the required contract and furnished the required bonds and insurance certificates within forty-five (45) days after the opening of bids, the County, upon demand from a bidder (except for the successful bidder), will send a County check to the bidder in the amount of the bidder's certified check.

Failure of the successful bidder to execute the contract and furnish the necessary bonds and insurance certificates shall result in forfeiture of the bid security, such sum to be retained by the County as liquidated damages.

5. PERFORMANCE AND PAYMENT BOND

If required pursuant to "Notice to Contractors."

If a Performance and Payment bond is required in accordance with the “Notice to Contractors”, the “Bid Bond and Consent of Surety” of the Proposal Pages must be executed by the Contractor’s Surety Company and submitted with the Bid for all bids over \$100,000.

Simultaneously with its delivery of the executed contract, the successful bidder shall deliver to the County an executed bond in the amount of one hundred percent of the accepted bid as security for the faithful performance of its contract and in the amount of one hundred percent for the payment of all persons performing labor or furnishing materials in connection therewith, prepared in satisfactory form and having as surety thereon such bond underwriter or surety that appears on the U.S. Treasury’s listing of approved sureties (Department Circular 570), and is licensed to transact business in New York State. In the event such Surety ceases to appear on the U.S. Treasury’s listing of approved sureties (Department Circular 570) or ceases to be licensed to transact business in New York State or becomes insolvent or enters liquidation proceedings, the Contractor, at its sole cost, shall furnish a replacement bond from a surety satisfactory to the County.

INFORMATION FOR BIDDERS

The form of contract and Performance and Payment Bond to be used in connection with this Contract and to become a part of the contract documents is attached in the section entitled "Sample Contract and Bond for Construction".

6. INDEMNIFICATION AGREEMENT

The Contractor agrees:

- A. that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Contractor agrees to indemnify and hold harmless the County of Westchester, its officers, employees, elected officials, and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor or third parties under the direction or control of the Contractor; and
- B. to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the Agreement and to bear all other costs and expenses related thereto.

7. INSURANCE REQUIREMENTS

The Contractor, upon award of the contract and throughout the term of the Agreement, shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Contractor shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Board of Acquisition and Contract of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies, with a copy also sent to the Director of Risk Management of the County. All notices shall name the Contractor and identify the Contract Number.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Contractor shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Contractor's negligent acts or omissions under the

INFORMATION FOR BIDDERS

agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Contractor maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

The Contractor shall provide proof of the following coverage. (Other coverage may be required by the County of Westchester based on specific needs. If such other coverages are required for a specific contract, those coverages will be described in the "Special Clauses" of the contract specifications):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
 - i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.
- d) Owners Protective Liability Policy naming the County as insured, with a minimum limit of liability per occurrence of \$3,000,000 (where applicable, or as determined by the Director, Risk Management)
- e) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a

INFORMATION FOR BIDDERS

combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- i. Owned automobiles.
 - ii. Hired automobiles.
 - iii. Non-owned automobiles.
- f) Construction Insurance: For the construction, renovation or repair of bridges, viaducts or similar structures, the Contractor at its own cost and expense shall provide and maintain a "Bridge Builder's Risk Form, All Risk Insurance Contract," with flat premium endorsement, until the construction contract is accepted by the Board of Acquisition and Contract of the County of Westchester. The coverage shall be written for 100% of the completed value, covering the Contractor and County of Westchester as the insureds. The Contractor shall provide the original and duplicate policy to the County (unless the County shall accept, in lieu thereof, all contained endorsements including all applicable provisions and coverages).

For the construction of (a) new buildings and (b) for additions or repairs of existing buildings or structures, the Contractor at its own cost and expense shall provide and maintain a "Builder's Risk Form, All Risk Insurance Contract," with flat premium endorsement, until the construction contract is accepted by the Board of Acquisition and Contract of the County of Westchester. The coverage shall be written for 100% of the completed value, covering the Contractor and County of Westchester as the insureds. The Contractor shall provide the original and duplicate policy to the County (unless the County shall accept, in lieu thereof, all contained endorsements including all applicable provisions and coverages).

All policies of the Contractor shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.

INFORMATION FOR BIDDERS

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8. PREVAILING WAGE RATES AND SUPPLEMENTS

A. Wages to be Paid and Supplements to be Provided

Each laborer, workman or mechanic employed by the Contractor(s), Sub-contractor(s) or other person(s) doing or contracting to do the whole or part of the work contemplated by this Contract, shall be paid the prevailing wages and provide the supplements (including but not limited to health, welfare and pension benefits) as required by Article 8 (Section 220-223) and Article 9 (230-239) of the New York State Labor Law.

INFORMATION FOR BIDDERS

B. Schedule of Hourly Rates/Supplements

The "Schedule of Hourly Rates and Supplements" shows the prevailing hourly rates of wages to be paid and supplements to be provided. It is the County's preference that such supplements shall be paid to a Federally qualified Pension, Health and Welfare program and New York State Registered Apprentice Training Program.

Classifications not appearing on the rate sheet can be used only with the consent of the Commissioner of Public Works and then the rate to be paid will be given by the Commissioner of Public Works after advising with the State Department of Labor.

C. Grounds for Cancellation of Contract

In the event of a failure, to pay the prevailing wages and provide the supplements in accordance with the New York State Labor Law, and as described in this Contract, it shall be considered a material breach. For the breach or violation of this provision, without limiting any other rights or remedies to which the County or any individual may be entitled or any civil or criminal penalty for which any violator may be liable, the County shall have the right, in its discretion, to terminate this agreement immediately upon notice. In such event, the Contractor(s), Sub-Contractor(s), et al shall be liable to the County for any additional costs incurred by the County in the completion of the project.

In addition to any other remedies available to the County and irrespective of any applicable penalties pursuant to law, the County may deduct from the amount payable to the Contractor under this contract five hundred (\$500.00) dollars as reimbursement for the costs it incurs in investigating any violation of Section 220 of the Labor Law.

D. Records to be kept on Site

The Contractor(s), Sub-contractor(s), et al. shall certify their payrolls and keep them on site and available, in addition to the following informative records:

- 1) Record of hours worked by each workman, laborer and mechanic on each day;
- 2) Record of days worked each week by each workman, laborer and mechanic;
- 3) Schedule of occupation or occupations at which each workman, laborer and mechanic on the project is employed during each work day and week;
- 4) Schedule of hourly wage rates paid to each workman, laborer and mechanic for each occupation.
- 5) A statement or declaration signed by each workman, laborer and mechanic attesting that they have been provided with a written notice, informing them of the prevailing wage rates and supplements requirement for this contract.

E. Responsibility of the Contractor, Sub-Contractor, et al.

The Contractor(s), Sub-Contractor(s), et al. will display the posters in a conspicuous location at the site and distribute the wallet cards to the employees. These posters and wallet cards will inform the employees that they are entitled to receive the prevailing wages and supplements as determined by the Department of Labor and will list the

INFORMATION FOR BIDDERS

Department of Labor's Public Work field offices, with phone numbers for individuals to call if they believe their rights are being violated.

F. Pay for a Legal Day's Work & Use of Apprentices

The wages to be paid for a legal day's work, as hereinbefore defined, to laborers, workmen or mechanics upon such public works, shall be not less than the prevailing rate of wages as hereinafter defined. Serving laborers, helpers, assistants and apprentices shall not be classified as common labor and shall be paid not less than the prevailing rate of wages as hereinafter defined. No employee shall be deemed to be an apprentice unless he is individually registered in an apprenticeship program which is duly registered with the Industrial Commissioner in conformity with the provision of Article 23 of the Labor Law. The wages to be paid for a legal day's work, as hereinbefore defined, to laborers, workmen or mechanics upon any material to be used upon or in connection therewith shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where such public work on, about or in connection with which such labor is performed in its final or completed form is to be situated, erected or used and shall be paid in cash; provided, however, that an employer may pay his employees by check upon a Certificate of the Industrial Commissioner to be issued only after a hearing upon the application to pay by check, which hearing shall be with notice of at least five days to be served personally or by mail on all interested persons, or if not served as aforesaid, then to be published in a manner directed by the Industrial Commissioner, which shall afford interested persons the opportunity to appear and to be heard at such hearing, and after proof has been furnished satisfactorily to the Industrial Commissioner of the employer's financial responsibility and the employer gives assurance that such checks may be cashed by employees without difficulty and for the full amount for which they are drawn. Such Contracts shall contain a provision that each laborer, workman or mechanic, employed by such Contractor, Subcontractor or other person about or upon such public works, shall be paid the wages herein provided.

G. Fiscal Officer's Duty to Determine Schedule of Wages

It shall be the duty of the fiscal officer (the "New York State Commissioner of Labor"), to ascertain and determine the schedule of wages to be paid workmen, laborers and mechanics on each such public work, prior to the time of the advertisement for bids, and such schedule of wages shall be annexed to and form a part of the specifications for the work. Such fiscal officer shall file with the department having jurisdiction such schedule of wages to the time of the commencement of the advertisement for bids on all public works proposed to be constructed. The term "Contract" as used in this subdivision also shall include reconstruction and repair of any such public work.

Where Contracts are not awarded within ninety days of the date of the establishment of the prevailing rate of wages by the fiscal officer, the department of jurisdiction shall request of the fiscal officer a redetermination of a schedule of wages.

H. Penalty for Payment of Less than Prevailing Wages

Any person or corporation that willfully pays after entering into such Contract, less than such stipulated wage scale as established by the fiscal officer shall be guilty of a

INFORMATION FOR BIDDERS

misdemeanor and upon conviction shall be punished for such first offense by a fine of five hundred dollars or by imprisonment for not more than thirty days, or both fine and imprisonment; for a second offense by a fine of one thousand dollars, and in addition thereto the Contract on which the violation has occurred shall be forfeited and no such person or corporation shall be entitled to receive any sum nor shall any officer, agent, or employee of the state, municipal corporation or commission or board appointed pursuant to law pay the same or authorize its payment from the funds under his charge or control to any person or corporation for work done upon any Contract, on which the Contractor has been convicted for a second offense in violation of the provisions of this section.

9. LABOR AND COMPLIANCE WITH LABOR LAW

A. Preference for Westchester Residents

The Contractor agrees that in the performance of the work under this Contract he will give preference, and so far as legally possible, to employ citizens and residents of Westchester County.

B. Certifications To Be Filed

It is agreed that, in accordance with Section 220-d of the Labor Law as amended before final payment by or on behalf of the County for any sum due on account of a Contract for a public improvement, the Contractor and each and every Subcontractor of the Contractor or a Subcontractor is required to file a statement in writing in form satisfactory to the Commissioner of Finance certifying to the amounts then due and owing from such Contractor or Subcontractor filing such statement to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the Contract, setting forth therein the names of the persons whose wages or supplements are unpaid and the amount due to each or on behalf of each respectively, which statement so to be filed shall be verified by the oath of the Contractor or Subcontractor as the case may be that he has read such statement subscribed by him and knows the contents thereof, and that the same is true to his own knowledge.

C. Retention of Funds

It is further agreed that in accordance with Section 220b of the Labor Law, as amended:

- 1) In case any interested person shall have previously filed a protest in writing objecting to the payment to any Contractor or Subcontractor to the extent of the amount or amounts due or become due to him/her for daily or weekly wages or supplements for labor performed on the public improvement for which such Contract was entered into, or if for any other reason it may be deemed advisable, the Commissioner of Finance may deduct from the whole amount of any payment on account thereof the sum or sums admitted by any Contractor or Subcontractor in such statement or statements so filed to be due and owing by him on account of labor performed on such public improvement before making payment of the amount certified for payment in any estimate or voucher, and may withhold the amount so deducted for the benefit of the laborers, workmen or mechanics whose

INFORMATION FOR BIDDERS

wages or supplements are unpaid or not provided, as the case may be, as shown by the verified statements filed by any Contractor or Subcontractor, and may pay directly to any person the amount or amounts shown to be due to him or his duly authorized collective bargaining labor organization, as the case may be, for such wages or supplements by the statements filed as hereinbefore required, thereby discharging the obligation of the Contractor or Subcontractor to the person or his duly authorized collective bargaining labor organization receiving such payment to the extent of the amount thereof, or

- 2) When any interested person shall file a written complaint with the fiscal officer as defined in section 220-b of the Labor Law, alleging unpaid wages or supplements due for labor performed on a public improvement for which a Contract has been entered into, and said labor is alleged to have been performed within the two year period immediately preceding the date of the filing of said complaint, or if, on the fiscal officer's own initiative, unpaid wages or supplements appear to be due, the fiscal officer shall immediately so notify the financial officer of the civil division interested, or, if there are insufficient moneys still due to the Contractor or Subcontractor to satisfy said wages and supplements, including interest and penalty, the financial officer of another civil division which has entered or subsequently enters into a public improvement contract with the Contractor or Subcontractor, who shall withhold from any payment due or earned by the Contractor or Subcontractor executing said public improvement, sufficient moneys to satisfy said wages and supplements, including interest at the rate provided herein, and any civil penalty that may be assessed as provided herein, pending a final determination. The Commissioner of Finance shall immediately confirm in writing to the fiscal officer the amount of money withheld.
- 3) Moneys withheld pursuant to this section shall be held by the Commissioner of Finance for the sole and exclusive benefit of the workers employed on said public improvement and for payment of any civil penalty that may be assessed as provided herein and shall not be used for any other purpose except upon court order. Any person, partnership, association, corporation or governmental body who files a lien or commences a judicial proceeding with respect to any moneys withheld pursuant to this section shall notify the fiscal officer in writing of the lien or claim on or before the date of filing of the lien or commencement of the judicial proceeding. In any proceeding to obtain moneys withheld pursuant to this section by any person, partnership, association, corporation or governmental body, the Commissioner of Labor shall have the right to appear and be heard.
- 4) The fiscal officer shall then cause an investigation to be made to determine whether any amounts are due to the laborers, workmen or mechanics, or on their respective behalves, on such public improvement, for labor performed after the commencement of the three-year period immediately preceding the filing of the complaint or the commencement of the investigation on his own initiative, as the case may be, and shall order a hearing therein at a time and place to be specified and shall give notice thereof, together with a copy of such complaint, or a statement of the facts disclosed upon such investigation, which notice shall be served personally or by mail on all interested persons, including the person complained

INFORMATION FOR BIDDERS

against and upon the financial officer of the civil division; such person complained against shall have an opportunity to be heard in respect to the matters complained of, at the time and place specified in such notice, which time shall be not less than five days from the service of said notice. The fiscal officer in such an investigation shall be deemed to be acting in a judicial capacity and shall have the rights to issue subpoenas, administer oaths and examine witnesses. The enforcement of a subpoena issued under this section shall be regulated by the Civil Practice Law and Rules. Such investigation and hearing shall be expeditiously conducted, and upon such hearing and investigation, the fiscal officer shall determine the issues raised thereon and shall make and file an order in his office stating such determination and forthwith serve a copy of such order, either personally or by mail, together with notice of filing, upon the parties to such proceedings, and if the fiscal officer be the Comptroller, upon the Commissioner of the Department of Labor. Such order shall direct payment of wages or supplements found to be due, including interest at the rate of interest then in effect as prescribed by the Superintendent of Banks pursuant to Section fourteen (a) of the Banking law per annum from the date of the underpayment to the date of payment.

- 5) In addition to directing payment of wages or supplements, including interest found to be due, the order of the fiscal officer may direct payment of a further sum as a civil penalty in an amount not exceeding twenty-five percent of the total amount found to be due. In assessing the amount of the penalty, due consideration shall be given to the size of the employer's business, the good faith of the employer, the gravity of the violation, the history of previous violations of the employer or any successor or substantially-owned affiliated entity or any of the partners if the Contractor or Subcontractor is a partnership or any of the five largest shareholders of the Contractor or Subcontractor, as determined by the fiscal officer, and any officer of the Contractor or Subcontractor who knowingly participated in the violation of this article, and the failure to comply with record keeping or other non-wage requirements. Upon the fiscal officer's determination of the penalty, where the fiscal officer is the Commissioner of the Department of Labor, the penalty shall be paid to said Commissioner for deposit in the State Treasury.
- 6) Upon the entry and service of such order, the Commissioner of Finance shall pay to the claimant, from the moneys due to the Contractor or Subcontractor, the amount of the claim as determined by the fiscal officer and the amount of the civil penalty, if any, shall be paid as provided herein, provided that no proceeding pursuant to Article Seventy-Eight of the Civil Practice Law and Rules for review of said order is commenced by any party aggrieved thereby within thirty days from the date of said order was filed in the office of the fiscal officer. Said proceeding shall be directly in the appellate division of the Supreme Court. Where the fiscal officer is the Commissioner of the Department of Labor, the civil penalty shall be paid to said Commissioner for deposit in the State Treasury. In the event that such a proceeding for review is instituted, moneys sufficient to satisfy the claim and civil penalty shall be set aside by the Commissioner of Finance, subject to the order of the Court.

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- 7) When final determination has been made and such determination is in favor of the complainant, said complainant may in addition to any other remedy provided by this article, institute an action in any Court of appropriate jurisdiction against the person or corporation found violating this article, any substantially-owned affiliated entity or any successor of the Contractor or Subcontractor, any officer of the Contractor or Subcontractor who knowingly participated in the violation of this article, and any of the partners if the Contractor or Subcontractor is a partnership or any of the five largest shareholders of the Contractor or Subcontractor, as determined by the fiscal officer, for the recovery of the difference between the sum, if any, actually paid to him by the Commissioner of Finance pursuant to said order and the amount found to be due him as determined by said order. Such action must be commenced, within three years from the date of the filing of said order, or if the said order is reviewed in a proceeding pursuant to Article Seventy-eight of the Civil Practice Law and Rules, within three years after the termination of such review proceeding.
- 8) When two final determinations have been rendered against a Contractor, Subcontractor, successor, or any substantially owned affiliated entity of the Contractor or Subcontractor, any of the partners if the Contractor or Subcontractor is a partnership, any officer of the Contractor or Subcontractor who knowingly participated in the violation of this article, any of the five largest shareholders of the Contractor or Subcontractor or any successor within any consecutive six-year period determining that such Contractor, Subcontractor, successor, or any substantially-owned affiliated entity of the Contractor or Subcontractor, any of the partners or any of the five largest shareholders of the Contractor or Subcontractor, any officer of the Contractor or Subcontractor who knowingly participated in the violation of this article has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with this article, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public work projects are rendered simultaneously, such Contractor, Subcontractor, successor, or any substantially-owned affiliated entity of the Contractor or Subcontractor, any of the partners if the Contractor or Subcontractor is a partnership or any of the five largest shareholders of the Contractor or Subcontractor, any officer of the Contractor or Subcontractor who knowingly participated in the violation of this article shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with the State, any municipal corporation or public body for a period of five years from the second final determination, provided, however, that where any such final determination involves the falsification of payroll records or the kickback of wages or supplements, the Contractor, Subcontractor, successor, or any substantially-owned affiliated entity of the Contractor or Subcontractor, any partner if the Contractor or Subcontractor is a partnership or any of the five largest shareholders of the Contractor or Subcontractor, any officer of the Contractor or Subcontractor who knowingly participated in the violation of this article shall be ineligible to submit a bid on or be awarded any public work contract with the State, any municipal corporation or public body for a period of five years from the first final determination.

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- 9) Nothing in this subdivision shall be construed as affecting any provision of any other law or regulation relating to the awarding of public contracts.

Pursuant to Section 220-C of the Labor law, any Contractor or Subcontractor who shall upon his oath verify any statement required to be filed herein, which is known by him to be false, shall be guilty of perjury and punishable as provided by the Penal Law.

10. CONTRACTOR'S REPORT OF EMPLOYMENT AND WEEKLY AFFIDAVIT

Each week the Contractor shall furnish to the Commissioner of Public Works the "Contractor's Report Of Employment And Weekly Affidavit" of the Sample Forms.

11. LAWS/REGULATIONS AND APPROPRIATIONS

- A. The Contractor shall, at its own cost and expense, comply with all provisions of the Labor Law (i.e. prevailing rate of wages and supplements), Lien Law, Workmen's Compensation Law and all other laws and ordinances affecting this contract or order, either Federal, State or local.
- B. It is recognized and understood by the Parties that when this Agreement is subject to future appropriation by the Westchester County Board of Legislators for funds not presently appropriated to pay for this Agreement; the County shall have no liability under this agreement beyond the funds, if any, that are appropriated and available for payment of the amounts due under this Agreement. The Parties understand and intend that the obligation of the County to pay the amounts due hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or monies of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. Notwithstanding the foregoing, the County will do all things lawfully within its power to obtain, maintain, and properly request and pursue funds from which payments under this Agreement may be made, including: (i) the County Executive making provisions for such payments to the extent necessary in the annual budget submitted to the Board of Legislators for the purpose of obtaining funding; and (ii) using its reasonable efforts to have such portion of the budget approved.

12. REFUSAL TO ANSWER QUESTIONS

It is understood and agreed by the Contractor that he/she bears an affirmative obligation to answer questions specifically or directly relating to this agreement before any official, board or agency authorized or empowered to inquire into such matters. This section shall not be construed as barring the Contractor, its directors, officers or employees from exercising their constitutional privilege against self-incrimination.

The foregoing, however, shall not be construed as limiting the rights and remedies of the County in the event of such refusal, and when such body or agency is wholly civil in nature,

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failure or refusal to fully cooperate with and diligently answer the inquiries of such official, board or agency may constitute grounds for the termination of this agreement and/or the exercise of any and all other rights or remedies which the County may have by reason of such failure or refusal.

Any and all contracts made with the State, the County of Westchester, or any public department, agency or official thereof, since July 1, 1959 by such person and by any firm, partnership or corporation of which he is a member, partner, director or officer, may be canceled or terminated by the County of Westchester, without incurring any penalty or damages on account of such cancellation or termination, but any monies owing pursuant to said transaction or contract prior to the cancellation and termination, shall be paid.

The successful bidder will be required to make all books and records concerning this contract available during business hours, upon reasonable notice, to duly authorized County personnel for the purpose of ascertaining compliance and/or performance of all provisions of this contract. This provision shall survive the termination of this agreement and for a period of six (6) years thereafter.

13. BID REQUIREMENTS

The Bid must be made on the "Proposal Pages" included in this specification or as provided with an addendum. All blank spaces on said Proposal Pages must be filled in and no change shall be made in the phraseology or in the items as contained therein.

Any bid which fails to name a price per unit of measurement for each of the items for which quantities are given, may be held to be informal and rejected. Bids submitted on Proposal Pages that contain any omissions, alterations, additions or items not called for in the bid documents, or that are illegible, unbalanced, conditional, incomplete or contain irregularities of any kind, may be rejected as informal. If the various parts of the work have been divided into classes and/or items to enable the bidder to bid for different portions of the work in accordance with its estimate of their costs, in the event of any increase or decrease in the quantity will be paid for at the price bid for that particular item. The sum of the amounts for each class or item, obtained by multiplying the approximate quantity by the unit price, shall constitute the total sum bid.

In the event of a discrepancy between the written bid amount and the numerical bid amount, the written amount will take precedence and be controlling as to the amount of the Bid. Any such discrepancy shall be corrected as set forth in Article "Correction Of Errors" of the Information for Bidders.

14. MISCELLANEOUS ADDITIONAL WORK (ITEM W-800)

A. Description - Under this item each Contractor shall furnish all labor, material and equipment required to accomplish miscellaneous additional work:

- 1) Necessitated by encountering during the course of the work field conditions of a nature not determinable during design; or
- 2) For which no unit prices are applicable.

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- B. Method of Measurement - Only that miscellaneous additional work shall be performed by the Contractor and will be paid for by the County, which has been authorized by the Commissioner or the Construction Administrator in writing, prior to its commencement.
- C. Article “Increase or Decrease of Quantities: Elimination of Items” of the Information for Bidders, will still apply relative to the percentage of the total awarded contract price that the work under the contract may be increased or decreased.
- D. Payment - The total amount paid to the Contractor will be determined in strict accordance with the provisions of Article “Extra Work: Increased Compensation/ Decreased Work: Credit to the Owner” of the General Clauses, and such payment will include only that overhead and profit that is applicable to the work performed under this item.
- E. Each Contractor shall include in its total bid the lump sum printed in the Proposal and any bid other than the specified amount will be considered informal.

15. CORRECTION OF ERRORS

Relative to dollar bid items and the required computations as submitted and performed by bidders on the proposal sheets, if there are any inconsistencies derived in multiplying unit bid prices by the stated quantities, the Commissioner reserves the right to reconcile the unit bid prices or the products of the unit bid prices and the stated quantities, when in the Commissioner's professional opinion such reconciliation(s) would concur with the apparent intent of a bidder and the Commissioner's estimated values of the respective bid items of the proposed contract work. In addition to the foregoing, the Commissioner reserves the right to correct all mathematical errors in additions or subtractions.

16. SHOWN QUANTITIES

All bids shall be submitted upon the following express conditions, which shall apply to and become a part of every bid received. The Bidders accept the quantities shown on the Proposal Pages opposite items of the work for which unit prices are to be bid as being approximate estimated quantities. Bidders shall satisfy themselves by personal examination of the location of the proposed work and surroundings thereof, and by such other means as they may prefer, as to the scope of the work and the accuracy of the approximate estimated quantities; and shall not at any time after submission of their bids dispute such approximate estimated quantities nor assert that there was any misrepresentation by the County or any misunderstanding by the Contractor in regard to the quantity or kind of materials to be furnished, or work to be done.

17. QUALIFICATION OF BIDDERS

The County may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish all information and data for this purpose as may be requested. The County reserves the right to reject any bid if the evidence submitted by, or the investigation of such bidder fails to satisfy the County, in the County's sole discretion, that it is properly qualified to carry out the obligations of the contract and to complete the contemplated work.

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18. REQUIRED EXPERIENCE

The County requires that each contractor possess not less than five (5) year's experience in performing work substantially similar in scope and size to the work for which it is bidding. The contractor agrees that upon request of the County the contractor will furnish a detailed statement of each project that it has performed during the most recent five (5) years (including but not limited to the name and address of the project, the name of the awarding entity/owner, the name of the awarding entity's/owner's representative, a current telephone number where that representative can be reached, the description of the project, general scope of the contractor's work, contract price, dates of performance, whether the contract was terminated for cause or convenience, whether the contract was completed and whether liquidated damages were assessed against the contractor [and if so, provide a written explanation]). The County reserves the right to require additional information as it deems appropriate concerning the history of the contractor's performance of each such contract. The final determination of whether the contractor possesses the requisite experience rests in the sole discretion of the County.

19. INCREASE OR DECREASE OF QUANTITIES: ELIMINATION OF ITEMS

In entering into this contract, the Contractor agrees that quantities shown on the Proposal Pages opposite items of the work for which unit prices have been requested are approximate estimated quantities, and that during the progress of the work the County may find it advisable and shall have the right to omit portions of the work, and to increase or decrease the shown approximate estimated quantities, or the scope of the whole work; and that the County reserves the right to add to or take from the total amount of the work up to a limit of thirty percent of the total amount of the contract based upon the executed contract price for all the specified work.

The Contractor shall make no claim for anticipated profits or loss of profits, because of any difference between the quantities of the various classes of work actually done, or of the materials actually furnished, and the original specified scope of work and the shown approximate estimated quantities.

The aforesaid thirty- percent pertains to the total amount of the contract and not to any individual item. Individual items may be increased or decreased any amount or may be eliminated entirely if so ordered by the Commissioner, excepting that the total amount of the contract as adjusted shall not result in a net increase or decrease of more than thirty percent except by mutual agreement between both parties thereto.

The Contractor waives all claims of any nature due to a misunderstanding of the location, character, or other conditions surrounding the work or of the shown approximate estimated quantities of items of the work.

20. BREAKDOWN COST OF LUMP SUM ITEMS AND CONTRACTS

After award of the contract and prior to actual start of the work, the successful bidder shall submit an itemized schedule of its estimated costs of lump sum items and or lump sum total contract work, for approval by the County. The schedule shall be submitted as an outline series with minor subdivisions, in accordance with the directives of the County. As part of

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this Schedule, the Contractor will be required to include a sum sufficient, as determined in the County's sole discretion, for the preparation and submission of approved final "As-builts", record drawings, guarantees, warranties, and operations and maintenance manuals.

21. ENGINEERING CHARGES

In addition to any and all other remedies available to the County when the work embraced in the contract is not completed on or before the date specified herein, engineering and inspection expenses incurred by the County of Westchester upon the work from the completion date originally fixed in the contract to the final date of completion of the work may be charged to the Contractor and be deducted from monies due the Contractor. Consideration of any extra work or supplemental contract work added to the original contract, as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration by the County before assessing engineering and inspection charges against the Contractor. Such charges will be assessed, however, in cases where in the opinion of the Commissioner, the Contractor has delayed the work.

22. ESTIMATES AND PAYMENTS

As the work progresses but not more often than once a month and then on such days as the Construction Administrator may fix, the Contractor will submit a requisition in writing of the amount and value of the work performed and the materials and equipment provided to the date of the requisition, less any amount previously paid to the Contractor. The Contractor must complete at least ten (10%) percent of the work before submitting any claims for mobilization. From each requisition, the County will retain five percent (5%) plus one hundred fifty percent (150%) of the amount necessary to satisfy any claims, liens or judgments against the Contractor that have not been suitably discharged. The Commissioner will thereupon cause the balance of the requisition therein to be paid to the Contractor. In lieu of all or part of the cash retainage the County shall only accept bonds or notes of United States of America, New York State or political subdivisions thereof. As a condition to the making of any progress payment as set forth in this paragraph, the County, in its sole discretion may require the Contractor to submit such document as may be reasonably required to establish that the Contractor (and its subcontractor(s)) have timely and properly paid their respective subcontractor(s) and materialmen of whatever tier.

VENDOR DIRECT PAYMENT: All payments made by the County to the Contractor will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. The Contractor is required to complete the Vendor Direct Payment Authorization Form, which is located in the Forms Section on page 11 and 12. Payments will be automatically credited to the Contractor's designated bank account at the Contractor's financial institution. Payments are anticipated to be deposited two business days after the voucher/invoice is processed for payment. Saturdays, Sundays, and legal holidays are not considered business days. Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on County check stubs and will contain the date that the funds will be credited to your account. If there is a discrepancy in the amount received please contact

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your Westchester County representative as you would have in the past if there were a discrepancy in a check.

In the unlikely event that you do not receive the money in your designated bank account on the date indicated in the e-mail, please contact the Westchester County Accounts Payable Department at 914-995-3748. Whenever you change your bank or change or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-3748 and a new form will be e-mailed to you. When completing the payment authorization form you must either supply a voided check or have it signed by a bank official to ensure the authenticity of the account being set up to receive your payments. Failure to return the completed authorization form prior to award of the contract may result in the bid being considered non-responsive and the bid may be rejected.

When the work or major portion thereof, as contemplated by the terms of the contract (see Substantial Completion Payment and Final Payment later in this article), are substantially completed in the judgment of the Commissioner, the Contractor shall submit a requisition for the remainder of the contract balance. An amount equal to two (2) times the value of the remaining items to be completed plus one hundred fifty percent (150%) of the amount that the Commissioner deems necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged shall be deducted from the requisition. As the remaining items of work are satisfactorily completed or corrected, the County will, upon receipt of a requisition, pay for these items less one hundred fifty percent (150%) of the amount necessary to satisfy any claims, liens or judgments.

Contractor agrees, in the event of any withdrawal by the contractor of amounts retained from payments to the contractor pursuant to the terms hereof, that notwithstanding any contrary interpretation of Section 106 of the New York General Municipal Law, the contractor will be obliged to maintain the market value of securities deposited in an amount equal to the amount withdrawn pursuant to said Section 106. The Contractor will, within five (5) days of demand therefore by the fiscal officer of the County, deposit with such fiscal officer cash, or securities of the kind provided in Section 106, of a market value sufficient to maintain the market value of all securities on deposit at a level equal (as of the date such notice of the fiscal officer is given to the contractor) to the amount which the County shall be entitled to retain from payments to the contractor pursuant to the terms of the contract.

All estimates will be made for actual quantities for work performed and materials and equipment incorporated in the work as determined by the measurements of the Engineer, and this determination shall be accepted as final, conclusive and binding upon the Contractor. All estimates will be subject to correction in any succeeding estimate.

Payment will be made for materials pertinent to the project which have been delivered to the site or off-site by the Contractor and/or Subcontractor and suitably stored and secured in first-class condition as required by the Construction Administrator. Payment may be limited to materials in short and/or critical supply and materials specially fabricated for the project, as defined by the contract. Payment will be made only upon the written request of the contractor. The Contractor must submit certified copies of the manufacturer's or vendor's invoices or statements establishing the true purchase value of the material or equipment; freight bills, release of liens and certificate of insurance covering all equipment and materials. Then the County will include in the following monthly payment an amount not to

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exceed the lesser of the bid breakdown or the total purchase price of the stored equipment and materials less retainage provided that such equipment and materials are suitable for their intended use.

The Contractor shall be responsible for safeguarding stored equipment and materials against loss or damage of any nature whatsoever, shall retain title until incorporated into the work and acceptance by the County and in case of loss or damage, the Contractor shall replace such lost or damaged equipment and materials at no cost to the County.

After receipt of payment, the Contractor shall not remove from the site equipment and materials for which such payment was made without written authorization from the Commissioner.

No major equipment item shall be brought to the site until the following conditions are met:

- 1) The County must have received the manufacture's recommendations for on-site storage in writing.
- 2) The structure in which the equipment is to be installed is roofed (roofing must be watertight) and has such protection of doorways, windows, and other openings that will provide reasonable protection from the weather.
- 3) Prior to the County making a Partial Payment on a major equipment item the following conditions must be met:
 - a. The Contractor must certify to the County, in writing, that the equipment has been properly stored.
 - b. The Shop Drawings must be approved and the draft Operation and Maintenance Manuals must have been submitted.

The Contractor shall furnish to the Construction Administrator, prior to the making up of any Partial or Final Estimate, a copy of its and its Subcontractors' weekly payrolls for each and every preceding payroll period. The payroll submitted shall be a certified true copy and shall contain full information including but not limited to the number of hours worked, rate, classification and total sum paid each employee charged to or working on the job. With all except the first estimate, the Contractor shall furnish to the Construction Administrator a sworn statement listing all unpaid bills and liabilities incurred under the Contract.

A. Substantial Completion Payment

- 1) Within thirty (30) days after receiving written notice from the Contractor of substantial completion of the work under this Agreement, the Commissioner will cause an inspection to be made of the work done under this contract. If, upon such inspection, the Engineer determines that the work is substantially complete, a Substantial Completion Payment to the Contractor for the work done under this Contract, less any and all deductions authorized to be made by the Commissioner under this contract or by law, will be issued.
- 2) Such a Payment shall be considered a Partial and not a Final Payment.
- 3) As a condition precedent to receiving payment therefore, the Contractor must have received County approval of all Shop Drawing submittals, the Operation and Maintenance Manuals, and As-Built Drawing(s). Together with its application for substantial completion payment the Contractor shall also deliver to the

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Construction Administrator a verified statement certifying that all claims or liabilities arising from the completed work, including all charges for Extra Work, Change Orders, additional time, damages or credits (collectively referred to as "claims") have been presented to the County. All such claims shall be described in sufficient detail so as to be easily identified. The Contractor's failure to submit the verified statement shall constitute a full and final waiver of all claims against the County from the beginning of the project through the date of substantial completion as established by the County. The presentation of the verified statement to the County shall not constitute an acknowledgement by the County that any such claim is valid. The County expressly reserves its right to assert that any such claim(s) is waived or precluded by reason of other provisions of the contract documents. Only claims particularly identified on the Contractor's verified statement shall be preserved; all other claims whatever nature shall be deemed waived and released. It shall also submit proof of title of the materials and equipment covered by the contract. The Contractor shall also, prior to the issuance of said Substantial Completion Payment, supply to the County affidavits and certificates for labor, material and equipment (where applicable).

B. Final Payment

- 1) Within ten (10) days after receiving written notice from the Contractor of completion of all the work, the Engineer will make a final inspection. If upon inspection the Engineer determines that no further work is needed, the Commissioner will request that the Board of Acquisition and Contract approve the completion of the project and authorize payment of the Final Estimate. Also required prior to the Board of Acquisition and Contract approval is a Condition Report by the Contractor that any damage of public or privately owned properties resulting from the Contractor's work has been satisfactorily repaired.
- 2) As a condition precedent to receiving Final Payment therefore the Contractor shall submit a supplementary verified statement similar to that required under, "A. Substantial Completion Payment", hereof. This verified statement must include only those charges for Extra Work, Change Orders, additional time, damages or credits (collectively referred to as "claims") that accrued between substantial completion and final completion. The Contractor's failure to submit the verified statement shall constitute a full and final waiver of all claims against the County from the beginning of the project through the date of substantial completion as established by the County. The presentation of the verified statement to the County shall not constitute an acknowledgement by the County that any such claim is valid. The County expressly reserves its right to assert that any such claim is waived or precluded by reason of other provisions of the contract documents. Only claims particularly identified on the Contractor's supplementary verified statement shall be preserved; all other claims of whatever nature shall be deemed waived and released.
- 3) The Contractor shall also, prior to the issuance of Final Payment, supply to the County affidavits and certificates for labor, material and equipment (where applicable).

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- 4) The County will, not less than thirty (30) days after the Final Acceptance of the work under this contract, by the Board of Acquisition and Contract, pay the Contractor upon the receipt of all required documentation the balance of funds due thereunder after deduction of all previous payments, liens and all percentages and amounts to be kept and retained under provision of this contract.

All prior Partial Payments, being merely estimates made to enable the Contractor to prosecute the work more advantageously, shall be subject to correction in the Final Estimate and Payment

- 5) The acceptance by the Contractor or by anyone claiming by or through him of the Final Payment shall operate as and shall be a release to the County and every officer and agent thereof, from any and all claims of the Contractor for anything done or furnished in connection with this work or project and for any act or omission of the County or of any others relating to or affecting the work. No payment, however, final or otherwise, shall operate to release the Contractor or its Sureties from any obligation under this contract or the Performance and Payment Bond. Should the Contractor refuse to accept the final payment as tendered by the County, it shall constitute a waiver of any rights to interest thereon. Nor shall refusal to accept final payment extend any applicable statute of limitation.

23. PAYMENTS TO SUBCONTRACTORS AND MATERIALMEN BY CONTRACTOR

Within fifteen calendar days of the receipt of any payment from the County, the contractor shall pay each of its sub-contractors and materialmen the proceeds from the payment representing the value of the work performed and/or materials furnished by the subcontractor and/or materialmen as reflected in the payment from the owner less an amount necessary to satisfy any claims, liens or judgment against the subcontractor or materialman which have not been suitably discharged and less any retained amount as hereafter described. The contractor shall retain not more than five per centum of each payment to the subcontractor and/or materialman except that the contractor may retain in excess of five per centum but not more than ten per centum of each payment to the subcontractor provided that prior to entering into a subcontract with the contractor, the sub-contractor is unable or unwilling to provide a performance bond and a labor and material bond both in the full amount of the sub-contract at the request of the contractor. However, the contractor shall retain nothing from those payments representing proceeds owed the subcontractor and/or materialman from the County's payments to the contractor for the remaining amounts of the contract balance as provided in Article "Estimates and Payments" of the Information For Bidders. Within fifteen calendar days of the receipts of payment from the contractor, the subcontractor and/or materialman shall pay each of its subcontractors and materialmen in the same manner as the contractor has paid the subcontractor.

Nothing provided herein shall create any obligation on the part of the County to pay or to see the payment of any moneys to any subcontractor or materialman from any contractor nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed between the subcontractor or materialman and the County. Notwithstanding anything to the foregoing, the County may tender payments to the Contractor in the form of joint or dual payee checks.

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NOTICE: No direct payment will be made for work done or materials furnished under the General Clauses, Information for Bidders, General Clauses and Special Clauses, except where expressly stated elsewhere, but compensation shall be deemed to be included in the contract lump sum price for the total work and/or the contract unit prices for the various items of the work.

24. TIME OF STARTING

Time being of the essence, all bidders shall take notice that the timely completion of the work called for under this contract is of the greatest importance. The contractor shall commence its work within ten (10) days after "notice to proceed" has been given it by the Commissioner (unless a definite starting date is stated). Prior to commencing its work, the Contractor shall notify the Director of Project Management, Division of Engineering and Department of Public Works, at least forty-eight (48) hours prior to the planned date of its "start", so that a Construction Administrator can be assigned to the work.

25. SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION AND DEMOLITION WORK

At all times the Contractor shall use all required and necessary precautions for the safety and protection of the public, County personnel, construction employees, and private and public property on or adjacent to the work.

The Contractor shall comply fully with all the applicable provisions of the following listed governmental regulations and standards, noting that in case of conflict, the Contractor shall comply with the most stringent rule or regulation:

- 1) State of New York, Department of Labor, Bureau of Standards and Appeals, Industrial Code Rule 23 "Protection of Persons Employed in Construction and Demolition Work."
- 2) United States Department of Labor, Bureau of Labor Standards, "Safety and Health Regulations for Construction," as promulgated in accordance with the Occupational Safety and Health Act of 1970, Public Law 91-596; 84 Stat. 1590, Laws of 91st Congress - 2nd Session.

It shall be the sole responsibility of the Contractor to ascertain which of the regulations and standards contained in the foregoing listed publications effect its construction activities, and it shall be solely responsible for the penalties resulting from its failure to comply with such applicable rules and regulations. Copies of the listed publications are available for reference purposes only, in the Westchester County Department of Public Works, Division of Engineering, Design Section, Room 500, Michaelian Office Building, White Plains, New York.

The West Nile Mosquito control program:

- 1) Routinely, the work site should be inspected for potential habitats (i.e. stagnant/standing water) for mosquitoes.
- 2) Conditions that would require remediation include: improper site grading, ruts/other depressions, water in debris (i.e. containers, tires, etc.), stored or

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discarded materials, and excavations, and those cited by the Construction Administrator.

- 3) Under the direction of the Construction Administrator, the Contractor shall take all necessary preventive and/or corrective action to eliminate the potential breeding grounds.

26. ACCIDENT PREVENTION AND FIRST AID FACILITIES

In addition to conforming to the applicable governmental regulations and standards referred to in Article "Fire Prevention And Control" of the Information For Bidders, the Contractor shall conduct its work in accordance with the recommendations contained in the latest edition of the "Manual of Accident Prevention in Construction," as published by the Associated General Contractors of America, Inc. and the most recent safety codes approved by the American Standards Association. In case of the conflict with the referenced governmental regulations and standards, the most stringent regulation, standard or recommendation shall govern.

Further, and without in any way limiting the Contractor's obligations hereunder, and in accordance with the instructions of the Construction Administrator, the Contractor shall provide barricades, warning lights, danger and caution signs and other safeguards at all places where the work in any way is a hazard to the public.

The Contractor shall also provide and maintain upon the site at each location where major work is in progress, a completely equipped first aid kit that shall be readily accessible when construction activities are in progress. Posted on each first aid kit shall be the name, location and telephone number of the nearest hospital or doctor with whom the Contractor has previously made arrangements for emergency treatment in case of accident.

27. FIRE PREVENTION AND CONTROL

The Contractor shall abide by such rules and instructions as to fire prevention and control as the municipality having jurisdiction may prescribe. It shall take all necessary steps to prevent its employees from setting fires not required in the construction of the facility and shall be responsible for preventing the escape of fires set in connection with the construction.

It shall at all times provide the proper housekeeping to minimize potential fire hazards, and shall provide approved spark arresters on all steam engines, internal combustion engines and fuels.

Free access to fire hydrants and standpipe connections shall be maintained at all times during construction operations, and portable fire extinguishers shall be provided by the Contractor and made conveniently available throughout the construction site. The Contractor shall also notify its employees of the location of the nearest fire alarm box at all locations where work is in progress.

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28. STATE AND LOCAL SALES TAX EXEMPTION

The Contractor's attention is directed to Section 1115 of the Tax Law of New York State, Chapters 513 and 514 of the Laws of 1974. In connection with capital improvement contracts entered into on or after September 1, 1974, all tangible personal property which will become an integral component of a structure, building or real property of New York State, or any of its political sub-divisions, including the County of Westchester, is exempt from State and local retail sales tax and compensating use tax.

Bidders' proposals shall exclude dollar amounts for the payment of State and Local retail sales tax and compensating use tax, for tangible personal property defined above.

The successful bidder shall be obliged to file the required Contractor Exempt Purchase Certificates, which may be obtained from the New York State Department of Taxation and Finance (1-800-462-8100), in order to utilize such exemption.

29. APPRENTICES

The attention of all bidders is directed to Section 220(3-e) of the New York State Labor Law, which is hereby incorporated herein by reference, which requires, among other things, that "Apprentices who are registered under a Bona Fide New York State Registered Apprentice Training Program shall be permitted to work."

30. AFFIRMATIVE ACTION PROVISION

During the performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to include, or require the inclusion of the above provision in any subcontract made pursuant to its contract with the County.

31. AFFIRMATIVE ACTION PROGRAM REQUIREMENT

Relative to the award of this Contract, it is required that all bidders completely answer all questions contained in the questionnaire entitled "Affirmative Action Program Requirement" of the Proposal Pages, and properly attest to same.

It is also required that all subcontractors completely answer all questions contained in the questionnaire entitled "Affirmative Action Program Requirement-Subcontractors" of the Sample Forms, and properly attest to same. This form is to be submitted with the request to utilize subcontractor(s).

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32. AUTHORITY TO DO BUSINESS IN NEW YORK

Any corporation not incorporated under the Laws of New York State, must furnish a copy of its certificate of authority, from the New York State Secretary of State, to do business in the State of New York, in accordance with Article 13 of the New York State Business Corporation Law.

33. LICENSE REQUIREMENTS (ELECTRICAL)

- A. In accordance with the requirements of Local Law No. 20-1997 of Westchester County, no person shall perform work under any contract with the County of Westchester except (i) a licensed Master Electrician; (ii) a licensed "Special Electrician"; or (iii) a Journeyman Electrician working under the direct supervision and control of a Master Electrician.

In no event shall the County incur any liability to pay for any electrical work performed in violation of the licensing requirements of Local Law No. 20-1997 of Westchester County.

- B. Contract with separate bids:

If the project is one where separate bid specifications are required pursuant to the provisions of the New York General Municipal Law, then any person, partnership, corporation, business organization or other business entity submitting a bid for the electrical portion of the project must possess, at the time of submission of the Bid, a valid Master/"Special" Electrician's license issued by the Westchester County Electrical Licensing Board in accordance with Chapter 277 Article XVII of the Laws of Westchester County and the Westchester County Electrical Licensing Board Rules & Regulations, in particular No. 11, which states as follows:

No individual holding a Master Electrician's License shall lend such License to any person or allow any other person to carry on, engage in, or labor at the business as defined herein of installing, removing, altering, testing, replacing, or repairing electrical systems. A violation of this section by any person holding a License shall be sufficient cause for revocation of such License.

However, nothing herein shall be construed to prohibit the use of a License by the holder thereof for or on behalf of a partnership, corporation or other business association, provided that fifty-one (51) percent or more of the control of the voting capital stock of such partnership, corporation, or other business association is owned by one (1) or more holders of a Westchester County Master Electrical License and that all work performed by such partnership, corporation or other business association is performed by or under the direct supervision of such License holder or holders.

- C. Contract with single bid:

Where the project does not involve separate bids pursuant to the New York General Municipal Law but where some electrical work is contemplated along with other work, the person, firm, partnership or corporation engaged to perform said electrical work

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must possess a valid Master/"Special" Electrician's license issued by the Westchester County Electrical Licensing Board.

- D. An electrical bidder must complete the "Certificate of License (Electrical)" of the Proposal Pages and will be required to furnish a copy of such license with the sealed Bid. Other bidders will be required to furnish a copy of such license for the applicable person engaged to perform the electrical work when request by the County, prior to awarding the contract.
- E. The license must be maintained at all times during the performance of the work contemplated under the contract. The suspension, revocation or the failure to maintain or renew such license shall, in addition to any other right or remedy available to the County, be grounds for immediate termination of the contract, effective immediately upon notice from the Commissioner.

34. LICENSE REQUIREMENTS (PLUMBING)

- A. In accordance with the requirements of Chapter 277, Article XV of the Laws of Westchester County, no person shall perform plumbing work under any contract with the County of Westchester except (i) a licensed Master Plumber; (ii) a certified Journey Level Plumber employed by and under the direction of a licensed Master Plumber; or (iii) an Apprentice Plumber working under the direct supervision and control of a Master Plumber or under the direct supervision and control of a certified Journey Level Plumber in the employ of a licensed Master Plumber.

In no event shall the County incur any liability to pay for any plumbing work performed in violation of the licensing requirements of Chapter 277, Article XV of the Laws of Westchester County.

- B. Contract with separate bids:

If the project is one where separate bid specifications are required pursuant to the provisions of the New York General Municipal Law, then any person, partnership, corporation, business organization or other business entity submitting a bid for the plumbing portion of the project must possess, at the time of submission of the Bid, a valid Master Plumber's license issued by the Westchester County Board of Plumbing Examiners in accordance with the Westchester County Board of Plumbing Examiners Rules and Regulations and Chapter 277 Article XV of the Laws of Westchester County, in particular Section 277.509A, which states as follows:

- A. No holder of a license or certification issued under this article shall authorize, consent to or permit the use of his or her license or certification by or on behalf of any other person. No person who has not qualified or obtained a license or certification under this article shall represent himself or herself to the public as holder of a license or certification issued under this article, either directly, by means of signs, sign cards metal plates or stationery, or indirectly in any other manner whatsoever. However, nothing herein shall be construed to prohibit the use of a license by the holder thereof for or on behalf of a partnership, corporation or other business association, provided that 51 percent or more of the control of the voting capital stock of such partnership, corporation or other business

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association is owned by one or more holders of a Westchester County master plumbing license and that all work performed by such partnership, corporation or other business association is performed by or under the direct supervision of such license holder or holders.

C. Contract with single bid:

Where the project does not involve separate bids pursuant to the New York General Municipal Law but where some plumbing work is contemplated along with other work, the person, firm, partnership or corporation engaged to perform said plumbing work must possess a valid Master Plumber's license issued by the Westchester County Board of Plumbing Examiners.

- D. A plumbing bidder must complete the "Certificate of License (Plumbing)" of the Proposal Pages and will be required to furnish a copy of such license and the County issued identity badge with the sealed Bid. Other bidders will be required to furnish a copy of such license and the County issued identity badge for the applicable person engaged to perform the plumbing work when request by the County, prior to awarding the contract.
- E. A restricted Master Plumber's license issued by the Westchester County Board of Plumbing Examiners shall satisfy the requirements of this section provided such restricted license authorizes the Master Plumber to engage in the business of plumbing within the local municipality in which the work under the contract is to be performed.
- F. The license must be maintained at all times during the performance of the work contemplated under the contract. The suspension, revocation or the failure to maintain or renew such license shall, in addition to any other right or remedy available to the County, be grounds for immediate termination of the contract, effective immediately upon notice from the Commissioner.

35. LICENSE REQUIREMENTS (HAULERS)

(Haulers Of Solid Waste; Recyclables; Construction And Demolition Debris; Garden And Yard Waste And/Or Scrap Metal)

A. DEFINITIONS:

- 1) "Class A" refers to all haulers except those whose hauling business is limited solely to Class C, Class D or Class E activities or whose recycling business is limited to Class B activities. Class A Licensees may also conduct Class B, Class C, Class D and Class E activities.
- 2) "Class B" refers to Recyclable brokers. Class B Licensees may also conduct Class C, Class D and Class E activities.
- 3) "Class C" refers to haulers who exclusively handle construction and demolition debris. Class C Licensees may also conduct Class D and Class E activities. With respect to Class C haulers, the following shall apply: a. Class "C-1" shall refer to a business or subsidiary which generates construction and demolition debris, as defined herein, and which, incidental to such business, transports, stores, processes, transfers or disposes of the construction and demolition debris generated by the

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operations of such business or subsidiary. Class "C-1" Licensees may also conduct Class E activities; b. Class "C-2" shall refer to all other businesses which otherwise transport, collect, store, transfer, process, or dispose of construction and demolition debris. Class "C-2" haulers may also conduct Class "C-1", Class D and Class E activities.

- 4) "Class D" refers to (i) haulers who collect, store, transport, transfer, process or dispose of garden and yard waste generated, originated or brought within the County where such garden and yard waste was previously generated by a person or entity other than the Licensees and/or (ii) haulers who collect, store, transport, transfer, process or dispose of garden and yard waste and which own, lease, or control one or more vehicles having three (3) or more axles which vehicles will be used in the collection, storage, transfer, transportation, processing or disposal of garden and yard waste generated, originated or brought within the County.
- 5) "Class E" refers to haulers who exclusively conduct a scrap peddler business.
- 6) "Construction and Demolition Debris" means uncontaminated Solid Waste resulting from the construction, remodeling, repair and demolition of structures and roads, and uncontaminated Solid Waste consisting of vegetation resulting from land clearing and grubbing, utility line maintenance and seasonal and storm-related cleanup. Such waste includes, but is not limited to, bricks, concrete and other masonry materials, soil, rock, wood, wall coverings, plaster, drywall, plumbing fixtures, non-asbestos insulation, roofing shingles, asphaltic pavement, glass, plastics that are not sealed in a manner that conceals other waste, electrical wiring and components containing no hazardous liquids, metals, and trees or tree limbs that are incidental to any of the above.
- 7) "Hauler" means any person excluding municipalities, the County and any County district including, but not limited to, Refuse Disposal District No. 1 and all County sewer and water districts, who, for a fee or other consideration, collects, stores, processes, transfers, transports or disposes of Solid Waste, Recyclables or construction and demolition debris that is generated or originated within the County or brought within the boundaries of the County for disposal, storage, transfer or processing.
- 8) "Recyclables" means those materials defined as "Recyclables" under Section 825.30 (8) of the Westchester County Source Separation Law.
- 9) "Scrap Peddler" shall mean any person who collects scrap materials for sale to a Recyclable broker using no more than one vehicle for collection and transportation of such materials.
- 10) "Solid Waste" means all putrescible and non-putrescible materials or substances, except as described in Paragraph 4 of 6 NYCRR Part 360-1.2(a), and/or regulated under 6 NYCRR Part 364, that are discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection including, but not limited to, garbage, refuse, commercial waste, rubbish, ashes, incinerator residue and construction and demolition debris. "Solid Waste" shall not be understood to include Recyclables as defined above.

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- B. **PLEASE TAKE NOTICE** - In accordance with the requirements of Chapter 826-a, Article III of the Laws of Westchester County, it is unlawful for any person to collect, store, transfer, transport or dispose of solid waste; recyclables; construction and demolition debris; garden and yard waste and/or scrap metal, as defined herein, that is generated or originated within the County or brought within the boundaries of the County for disposal, storage, transfer or processing, or to conduct any activities defined as Class A, Class B, Class C, Class D or Class E activities under Chapter 826-a of the Laws of Westchester County, in Westchester County (hereinafter collectively referred to as "hauling") without having first obtained a license therefore from the Westchester County Solid Waste Commission.

In no event shall the County incur any liability with respect to any hauling activities conducted by the bidder or any subcontractor of the bidder in violation of Chapter 826-a of the Laws of Westchester County.

- C. Where the project necessitates that hauling be performed, either the bidder or the person, partnership, corporation, business organization or other business entity engaged to perform such hauling work on behalf of the bidder (hereinafter the "subcontractor") must possess a valid license issued by the Westchester County Solid Waste Commission at the time of submission of the bid and throughout the duration of any contract issued pursuant thereto.
- D. A hauler bidder must complete the "Certificate of License (Hauler)" of the Proposal Pages and will be required to furnish a copy of such license with the sealed bid. Other bidders will be required to furnish a copy of such license for the applicable person engaged to perform the hauling work when requested by the County, prior to awarding the contract.
- E. The suspension, revocation, or the failure to maintain or renew such license may, in addition to any other right or remedy available to the County, be grounds for termination of the contract, effective immediately upon notice from the Commissioner. The bidder which is awarded the contract hereunder shall have a continuing obligation to notify the Commissioner, within (2) business days, of any suspension, revocation or other action taken with respect to any license issued by the Westchester County Solid Waste Commission which may limit or impair the bidder's ability, or the ability of any authorized subcontractor, to perform such hauling work in the County of Westchester.

It shall be the bidder's responsibility to ensure that any subcontractor who will perform the hauling services required under any contract issued pursuant to this bid specification has a valid license for the duration of the term of any contract awarded hereunder.

- F. In the event that a license held by the bidder or its subcontractor is revoked, suspended or otherwise discontinued by the Westchester County Solid Waste Commission, or in the event that the bidder is otherwise required to obtain the services of a new or alternate subcontractor for the hauling work, the bidder shall immediately notify the Commissioner and seek the Commissioner's approval for the use of such subcontractor to provide the hauling services which are required under the contract, and shall provide the Commissioner with a copy of the license issued by the Westchester County Solid Waste Commission to such subcontractor. No bidder or subcontractor shall provide

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hauling services under the contract until a copy of its license has been provided to the Commissioner and the Commissioner has approved of such bidder or subcontractor.

36. MINORITY PARTICIPATION POLICY

- A. Pursuant to Chapter 308 of the Laws of the County of Westchester, the County encourages the meaningful and significant participation of business enterprises owned by persons of color and women - Minority Business Enterprise (MBE) and Women Business Enterprise(WBE); on County of Westchester contracts.
- B. It is the goal of the County of Westchester to use its best efforts to encourage, promote and increase participation of business enterprises owned and controlled by persons of color or women (MBE/WBE) in contracts and projects funded by all departments of the County and to develop a policy to efficiently and effectively monitor such participation.
- C. In recognition of the need to promote the development of business enterprises owned and controlled by persons of color and women to achieve a goal of equal opportunity, and overcome the existing under representation of these groups in the business community, the County of Westchester acting through its Office of Economic Development shall as a lawful public and County purpose provide technical and informational assistance to such business enterprises with a particular emphasis on education programs to encourage participation in the contract procurement process.
- D. For the purposes of this Local Law, a business enterprise owned and controlled by women or persons of color shall be construed to mean a business enterprise including a sole proprietorship, partnership or corporation that is: (a) at least 51% owned by one or more persons of color or women; (b) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d) an enterprise authorized to do business in this state which is independently owned and operated. In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to Article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR Subtitle N Part 540 et seq., or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.
- E. The Contractor hereby acknowledges and agrees:
 - 1) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall be reason of race, creed, color, religion, gender, age, ethnicity, disability, sex, alienage or citizenship status, national origin, marital status, sexual orientation, familial status, genetic predisposition or carrier status discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

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- 2) That no contractor, subcontractor, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, religion, gender, age, ethnicity, disability, sex, alienage or citizenship status, national origin, marital status, sexual orientation, familial status, genetic predisposition or carrier status;
 - 3) That there may be deducted from the amount payable to the contractor by the County under this contract a penalty of fifty (50) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;
 - 4) That this contract may be canceled or terminated by the County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and
 - 5) The aforesaid provisions of this section covering every contract for or on behalf of the County for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
 - 6) Contractor agrees to include, or require the inclusion of the above provision in any subcontract made pursuant to its contract with the County.
- F. In furtherance of the Contractor's obligation to make documented good faith efforts to utilize Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) for the Work required by this Contract, the Contractor shall provide the Minority/Women Business Enterprise Questionnaire signed by an officer of the Contractor, and any additional information requested by the County, including but not limited to the following, which shall be delivered to the Construction Administrator and _____, Program Manager of Minority- and Women-Owned Business Program, County of Westchester, Room 911, 148 Martine Avenue, White Plains, New York 10601 coincident with the Contractor's delivery to the County of its bid and shall be provided by the Contractor with any request for approval of subcontractors:
- 1 (a) The name, address, telephone number and contact person of each MBE and WBE solicited verbally by Contractor during the applicable period for the performance of any portion of the Contractor's Work and the date(s) that each such solicitation was made;
 - 1 (b) A description of the portion of the Contractor's Work for which each such solicitation is made.
 - 1 (c) A listing of the project documents, if any, furnished to each such MBE and WBE.
 2. A copy of each written solicitation sent by the Contractor to each MBE and WBE and the name and address of each MBE and WBE to whom the solicitation was made.
 - 3) The name and address of each MBE and WBE that performs any portion of the Contractor's Work, a description of such portion of the Work and the dollar

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amount therefore.

- 4) A statement that the Contractor reviewed a list of MBE and WBE contractors in their outreach efforts. A list can be found at www.westchestergov.com/mwob.
- 5) Indicate those MBE and WBE contractors found on the list that provided the type of subcontractor services required for this project. If none were found, please indicate.
- 6) Describe other outreach efforts, including other MBE and/or WBE lists, organizations or individuals that were contacted.

The failure of the low bidder to comply with the provisions of this subparagraph F may result in the County NOT awarding this contract to your firm. Failure of the Contractor to comply with the provisions of this subparagraph F may constitute a material breach of this Contract. Failure to comply with the Minority Participation Policy may be considered by the County when awarding contracts.

37. SEXUAL HARASSMENT POLICY

- A. As with discrimination involving race, color, religion, age, sexual orientation, disability, and national origin, Westchester County also prohibits sex discrimination, including sexual harassment of its employees in any form. The County will take all steps necessary to prevent and stop the occurrence of sexual harassment in the workplace.
 - 1) **This policy applies to all County employees and all personnel in a contractual relationship with the County.** Depending on the extent of the County's exercise of control, this policy may be applied to the conduct of non-County employees with respect to sexual harassment of County employees in the workplace.
 - 2) This sexual harassment policy includes, but is not limited to, inappropriate forms of behavior described by the Equal Employment Opportunity Commission.
- B. Sexual advances that are not welcome, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when:
 - 1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; -OR-
 - 2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions, such as promotion, transfer, or termination, affecting such individuals; -OR-
 - 3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.
- C. Sexual harassment refers to behavior that is not welcome, that is personally offensive, that fails to respect the rights of others, that lowers morale and that, therefore, interferes

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with an employee's work performance and effectiveness or creates an intimidating, hostile or offensive working environment.

38. SMOKE-FREE WORKPLACE POLICY

- A. By way of Executive Order No. 5 of 1998 and Local Law 3 of 2003, it is now the policy of the County of Westchester to institute a smoke-free “workplace”.
- B. Every indoor County “workplace”, shall become a smoke-free area. The smoking or carrying of lighted cigarettes, cigars, pipes, or any other tobacco-based products, or products that result in smoke, is hereby banned.
- C. Every indoor County “workplace” shall be covered under this Executive Order, including the County Jail in Valhalla and the Westchester County Center in White Plains. This Executive Order shall not, however, apply to County-owned facilities that are not County “workplaces”, such as employees housing or privately run restaurants on County property (e.g. at the County golf courses).
- D. The Richard J. Daronco County Courthouse shall not, for purposes of this Executive Order, be considered a County “workplace”, and therefore shall not be required to be smoke-free.
- E. This Executive Order is intended to be consistent with, and not modify, any provisions of the New York State Public Health Law.
- F. This Executive Order shall take effect immediately and remain in full force and effect until otherwise superseded or revoked.

39. COUNTY ENERGY EFFICIENT PURCHASING POLICY

- A. By way of Executive Order No. 9 of 2002, it is now the policy of the County of Westchester to institute an Energy Efficient Purchasing Policy.
- B. This policy shall apply to all purchases made by and for the County in accordance with applicable laws, rules and regulations.
- C. Wherever the price is reasonably competitive and the quality adequate for the purpose intended, purchase and utilization of products that meet Energy Star requirements for energy efficiency as determined by the United States Environmental Protection Agency and the United States Department of Energy is hereby recommended.
- D. If the Energy Star label is not available with respect to a particular product, than it is recommended that products in the upper twenty-five percent of energy efficiency as designated by the United States Federal Energy Management Program shall be purchased and utilized if the prices of those products are reasonably competitive and the quality adequate for the purpose intended.

40. RESTRICTION ON USE OF TROPICAL HARDWOODS

- A. The bidder/proposer shall not use or propose to use any tropical hardwoods or tropical hardwood products in any form, except in accordance with State Finance Law § 165 (Use of Tropical Hardwoods), as may be amended from time to time. Pursuant to the

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State Finance Law § 165, any bid/proposal which proposes or calls for the use of any tropical hardwood or wood product in the performance of the contract shall be deemed non-responsive.

41. DISCLOSURE OF RELATIONSHIPS TO COUNTY

- A. The successful bidder is required to complete the form entitled “Required Disclosure of Relationships to County” on Proposal Pages 32-33 before award of the contract.
- B. In the event that any information provided on the completed Proposal Pages entitled “Required Disclosure of Relationships to County” changes during the term of this agreement, the Contractor shall notify the Commissioner in writing within ten (10) days of such event by submitting a revised “Required Disclosure of Relationships to County” form.

42. CONTRACTOR DISCLOSURE STATEMENT

The Contractor and each Major Subcontractor represents that all information provided by the Contractor and Major Subcontractor in the form entitled “Contractor Disclosure Statement” on Proposal Pages 23-31 is in all respects true and correct. In the event the information provided on that document changes during the term of this agreement or for a period of three (3) years after the date that the Contractor and/or the Major Subcontractor receives final payment under this agreement, the Contractor and/or Major Subcontractor shall notify the Commissioner in writing within ten (10) days of such event by submitting a revised “Contractor/Major Subcontractor Disclosure Statement”. Bidders must complete the Required Disclosure of Relationships to County form. The Required Disclosure of Relationships to County form is located on Proposal Pages 32-33.

43. CRIMINAL BACKGROUND INFORMATION

Pursuant to Executive Order 1-2008 and subject to the applicable provisions of New York Correction Law §§ 752 and 753, the County shall have the right to bar the following “Persons Subject to Disclosure” (Persons shall mean individuals or legal entities) from providing work or services to the County or from being on County property:

(a) Consultants, Contractors, Licensees, Lessees of County owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Consultant, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to Subconsultants, Subcontractors, Sublessees or Sublicensees who are providing services to the County; and

(b) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

If any of the above mentioned Persons Subject to Disclosure has either one of the following:

(a) A conviction of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State);

(b) A pending criminal proceeding for a crime(s) as defined above; or

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(c) A refusal to answer such questions.

Where the following criteria apply:

(a) If any of the Persons Subject to Disclosure providing work or services to the County in relation to a County Contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County Contract; and

(b) If any of the Persons Subject to Disclosure providing work or services to the County, in relation to a County Contract may, in the course of providing those services, have access to sensitive data (for example, Social Security Numbers and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors and the infirm).

Accordingly, the Contractor is required to review the Instructions found in the instructions and complete “Contractor and all persons subject to Disclosure Certification Forms” located at Forms Pages 11-13 as well as any other applicable criminal disclosure forms (i.e., Forms Pages 14 through 19,” together with Forms Pages 11-13 collectively referred to as “Disclosure Forms”).

However, the following Persons Subject to Disclosure are **exempt** from Executive Order 1-2008: (i) those persons for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; or (ii) those persons for whom another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of this Contract that is in full force and effect.

If a Person Subject to Disclosure is exempt from the disclosure described in Executive Order 1-2008 because of either “i” or “ii” above, then the Contractor shall notify the Procuring Officer¹ in the respective Department of its claim of exemption and it shall be the responsibility of the Procuring Officer to verify each exemption. If the Procuring Officer determines that the Contractor is exempt under sections “i” or “ii” above, the Procuring Officer shall confirm same with the Contractor and maintain a written record including all supporting details of the verification of and acknowledgement of said exemption.

If the Procuring Officer determines that the Contractor is not exempt under sections “i” or “ii” above, the Procuring Officer shall notify the Contractor in writing, and the appropriate Disclosure Forms shall be required.

It shall be the Contractor’s duty to disclose and to inquire of each and every Person Subject to Disclosure, whether they have been convicted of a crime or whether they are currently subject to pending criminal charges. It shall be the duty of the Contractor to submit a completed Certification Form “Forms Pages 11-13”annexed hereto as ,” which certifies that the Contractor and every Person Subject to Disclosure has been asked whether they have been convicted of a crime or are currently subject to pending criminal charges.

Should the Contractor or any Person Subject to Disclosure (also referred to as “Person”)

¹ “Procuring Officer” shall mean the head of the department or the individual(s) authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(a) of the Laws of Westchester County, the Purchasing Agent.

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affirmatively advise that they have been convicted of a crime said Person shall be identified in Forms Page 14 entitled “Names And Titles Of Persons Subject To Disclosure That Answered Yes” to any questions on Forms Pages 11-13 and shall complete Forms Pages 15-16 entitled, “Criminal Background Disclosure Form For Persons Who Have Been Convicted of A Crime.”

Should the Contractor or any Person Subject to Disclosure advise that they are subject to pending criminal charges, said Person shall be identified in Forms Page 14 and shall complete the form annexed hereto as Forms Pages 17-18 entitled, “Criminal Background Disclosure Form For Persons Who Are Subject to Pending Criminal Charges.”

Should the Contractor or any Person Subject to Disclosure refuse to answer whether they have been convicted of a crime or are currently subject to pending criminal charges, the name and title of said Person(s) shall be listed on Forms Page 19 entitled “Persons That refused To Answer”.

It shall be the duty of the Contractor to submit to the Procuring Officer all of the attached applicable Disclosure Forms prior to the commencement of this Contract. It is the responsibility of each Contractor to assure that all of their proposed Subcontractors complete the criminal background and disclosure certification forms and submit the forms to the Procuring Officer before they will be approved to perform work on the contract.

Under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception to this obligation. If the Contractor needs to obtain translation services to fulfill this obligation, it shall be at the sole cost and expense of the Contractor.

The Contractor shall be required to make the same inquiry and forward updated Disclosure Forms to the Procuring Officer regarding additional Persons Subject to Disclosure in connection with this Contract during the term of this Contract. **NO NEW PERSON SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED DISCLOSURE FORMS ARE FILED WITH THE PROCURING OFFICER.**

THE CONTRACTOR HAS A CONTINUING OBLIGATION TO MAINTAIN THE ACCURACY OF THE DISCLOSURE FORMS FOR THE DURATION OF THIS CONTRACT, INCLUDING ANY AMENDMENTS OR EXTENSIONS THERETO AND SHALL PROVIDE ANY UPDATES TO THE PROCURING OFFICER AS NECESSARY TO COMPLY WITH THE DISCLOSURE REQUIREMENTS BY EXECUTIVE ORDER 1-2008.

Any failure by the Contractor to comply with the disclosure requirements of Executive Order 1-2008, absent proof of exemption deemed satisfactory by the County Procuring Officer, may be considered by the County, a material breach by the Contractor and may be grounds for immediate termination of this Agreement by the County.

44. MANDATORY OSHA CONSTRUCTION SAFETY AND HEALTH TRAINING

Pursuant to NYS Labor Law §220-h – On all public work projects of at least \$250,000 all laborers, workers and mechanics employed, in the performance of the contract on the public work site, either by the contractor, sub-contractor or other person doing or contracting to do the

INFORMATION FOR BIDDERS

whole or a part of the work contemplated by the contract, are required to be certified as having successfully completed an OSHA construction safety and health course of at least 10 hours prior to performing any work on the project.



3. GENERAL CLAUSES

DEPARTMENT OF PUBLIC WORKS

Division of Engineering

GENERAL CLAUSES

1. MATERIAL AND WORKMANSHIP

It is the intent of these specifications to require first-class work and new and best quality materials. For any unexpected features arising during the progress of the work and not fully covered herein the specifications shall be interpreted to require first-class work and materials, and such interpretations shall be binding upon the Contractor.

- 1) Upon award of the Contract, the Contractor shall furnish in writing to the Construction Administrator the sources of supply for concrete, and other materials that it proposes to use in the work, and material shall not be furnished from other sources of supply except after written approval by the Construction Administrator. The Contractor shall, before ordering equipment verify that Suppliers of equipment will provide the required warranties, guarantees, and maintenance services.

2. DEFINITIONS

COMMISSIONER - The head of the Department of Public Works of the County of Westchester.

CONSTRUCTION ADMINISTRATOR- The representative of the Commissioner of Public Works at the project site who, unless specifically designated otherwise in the Contract, shall in the first instance, make such determinations as are necessary for the expeditious completion of the Work, except for those determinations that are reserved to the Commissioner.

CONTRACT - Shall mean each of the various parts of these documents both as a whole or severally and except for titles, subtitles, headings and table of contents, shall include the Notice to Bidders, Information for Bidders, the Proposal, the Specifications, the Performance Bond, the Plans, the Contract Form, and all addenda and provisions required by law.

CONTRACTOR - Party of the second part to the Contract acting directly or through its agents, subcontractors, or employees, and who is responsible for all debts pertaining to and for the acceptable performance of the work for which it had contracted.

COUNTY - Party of the first part to the Contract as represented by the Board of Acquisition and Contract and the Commissioner of Public Works for the County of Westchester.

ENGINEER - An Engineer or Architect that designed the project and is serving as the duly authorized representative of the Commissioner of Public Works who, in addition to the duties set forth in the Contract, shall, in the first instance, make such determinations as are necessary to ensure the Contractor's compliance with its obligations for the preparation and submission of shop drawings and all other submittals required for the Work. If there is no Engineer the duties of the Engineer shall be performed by the Construction Administrator and all references in this

GENERAL CLAUSES

Agreement to the Engineer shall be deemed to mean the Construction Administrator.

MAJOR SUBCONTRACTOR- Subcontractors performing all or a portion of the work for Electrical; Heating, Ventilating and Air Conditioning; Fire Prevention; General Construction; and/or any Subcontractor whose subcontract price is equal to or greater than ten percent (10%) of the Contract Price.

OWNER - The County of Westchester.

PLANS - All official drawings or reproductions of drawings pertaining to the work or to any structure connected therewith.

SPECIFICATIONS - The body of directions, requirements, etc. contained in this present volume, together with all documents of any descriptions and agreements made (or to be made), pertaining to the methods(or manner) of performing the work or to the quantities and quality. Specifications shall also include the Notice to Contractors, Instructions to Bidders, Bond, Proposal and Contract Agreement.

SURETY - The corporate body, which is bound with and for the Contractor and which engages to be responsible for the faithful performance of the contract, and to indemnify the County against all claims for damages.

A.A.S.H.O. - American Association of State Highway Officials

A.R.E.A. - American Railway Engineering Association

A.S.T.M. - American Society for Testing Materials

A.W.W.A. - American Water Works Association

N.E.C. - National Electrical Code

N.E.M.A. - National Electric Manufacturers Association

3. BOUNDARIES OF WORK

The County will provide land or rights-of-way for the work specified in this Contract. Other contractors, employees or concessionaires of the county, may for all necessary purposes enter upon the work and premises used by the Contractor, and the Contractor shall give to other contractors and employees of the County all reasonable facilities and assistance for the completion of adjoining work.

4. OVERLAPPING WORK

The Contractor shall take notice that because of work on other contracts within and adjacent to the contract limits it may not have exclusive occupancy of the territory within or adjacent

GENERAL CLAUSES

to the contract limits, and that during the life of this contract the owners and operators of Public Utilities may make changes in their facilities.

The said changes may be made by utility employees or by contract within or adjacent to the contract limits and may be both temporary and permanent.

The Contractor shall cooperate with other Contractors and owners of various utilities and shall coordinate and arrange the sequence of its work to conform with the progressive operations of work already or to be put under contract. Cooperation with Contractors already or to be engaged upon the site is essential to properly coordinate the construction efforts of all Contractors, Utility Owners and Subcontractors engaged in work within and adjacent to the contract limits.

The Contractor shall coordinate the work of its various Subcontractors. Their respective operations shall be arranged and conducted so that delays are avoided. Where the work of the Contractor or Subcontractor overlaps or dovetails with that of other Contractors, materials shall be delivered and operations conducted so as to carry on the work continuously in an efficient and workmanlike manner. The Contractor shall coordinate its work to be done hereunder with the work of the other Contractor(s) and the Contractor shall fully cooperate with such other Contractor(s) and carefully fit its own work to that provided under other contracts as may be directed by the Construction Administrator. If the Construction Administrator shall determine that the Contractor is failing to coordinate its work with the work of the other Contractor(s) as the Construction Administrator has directed, then the Commissioner shall have the right, at its sole option, to withhold any payments otherwise due hereunder until the Construction Administrator's directions are complied with by the Contractor and/or deduct the costs incurred by the County due to the Contractor's failure or refusal to so cooperate. Delays or oversights on the part of the Contractor or Subcontractors or Utility Owners in performing their work in the proper manner thereby causing cutting, removing and replacing work already in place, shall not be the basis for a claim for extra compensation.

In the event of interference between operations of Utility Owners and other Contractors, or among the Contractors themselves, the Construction Administrator shall be the sole judge of the rights of each Contractor insofar as the sequence of work necessary to expedite the completion of the entire project, and in all cases its decision shall be final. The Contractor agrees that it has included in its unit prices bid for the various items of the contract the possible additional cost of performing the work under this contract because it may not have a clear site for its work and because of possible interference of roadway use, other Contractors and necessary utility work, and the necessity or desirability of opening certain sections of pavement to traffic before the entire work is completed. The County shall not be liable for any damages suffered by any Contractor by reason of another Contractor's failure to comply with the directions of the Construction Administrator, or by reason of another Contractor's default in performance or by any act or failure to act of any Utility Owner or anyone working on its behalf, it being understood that the County does not guarantee the responsibility or continued efficiency of any Contractor or Utility Owner and under no circumstances shall the County be liable to any Contractor or Utility Owner for any delays, interferences or any other impediment or hindrance to the Contractor's or Utility Owner's work .

GENERAL CLAUSES

Should the Contractor sustain any damage through any act or omission of any other contractor having a Contract with the County for the performance of work upon the site or of work which may be necessary to be performed for the proper prosecution of the work to be performed hereunder, or through any act or omission of a supplier or subcontractor of whatever tier of such contractor, the Contractor shall have no claim against the County for such damage, but shall have a right to recover such damage from the other contractor under the provision similar to the following provision that has been or will be inserted in the Contracts with such other contractors.

Should any other Contractor having or who shall hereafter have a Contract with the County for the performance of work upon the site sustain any damage through any act or omission of the Contractor hereunder or through the act or omission of any subcontractor of whatever tier of the Contractor, the Contractor agrees to reimburse such other Contractor for all such damages and to defend at his own expense any suit based upon such claim and if any judgment or claims against the County shall be allowed the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses, including attorney's fees, incurred by the County in connection therewith and to indemnify and hold the County harmless from all such claims.

The County's right to indemnification hereunder shall not be diminished or waived by its assessment against the Contractor of liquidated damages as may be provided elsewhere herein.

Delays in availability of any part of the site or any delays due to interference between the several Contractors and the Utility Owners shall be compensated for by the Construction Administrator solely through granting an extension of time in which to complete the work of the contract without assessment of Engineering charges. The Contractor in submitting its bid hereby agrees that it shall make no other claim against the County for any damages due to such delays or interference.

5. PROPER METHOD OF WORK AND PROPER MATERIALS

The Construction Administrator shall have the power in general to direct the order and sequence of the work, which will be such as to permit the entire work under this contract to be begun and to proceed as rapidly as possible, and such as to bring the several parts of the work to a successful completion at about the same time.

If at any time before the commencement or during the progress of the work the materials and appliances used or to be used appear to the Construction Administrator as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase their efficiency or to improve their character, and the Contractor shall promptly conform to such order; but the failure of the Construction Administrator to demand any increase of such efficiency or improvement shall not release the Contractor from its obligation to secure the quality of work or the rate of progress specified.

GENERAL CLAUSES

6. CONTROL OF AREA

Unloading of materials and parking of equipment shall be subject to the orders of the Construction Administrator so far as he may find necessary for the protection and safety of the traveling public and the preservation of property.

7. PERMITS, FEES, ETC.

The County will obtain at its sole cost the necessary New York State Pollutant Discharge Elimination System ("SPDES") Permit and will sign the associated Notice of Intent ("NOI"). The Contractor and its subcontractors will sign the required Certification Statement (a copy of which is contained as Proposal Page) when it signs the contract.

All necessary permits from County, State or other concerned Public Authorities shall be secured at the cost and expense of the Contractor. It shall also give all notices required by law, ordinance, or the rules and regulations of the concerned Public Bureaus or Departments, and also as a part of the Contract, comply without extra charge or compensation with all State Laws and all other Ordinances or Regulations that may be applicable to this work. Contractor, however, shall first notify the Commissioner before proceeding with securing of all necessary permits and the giving of required notices.

8. TRAFFIC

The General Contractor shall be responsible for the Maintenance and Protection of traffic at all times until the date of completion and acceptance of its work.

During the whole course of the work the Contractor shall so conduct its work and operations so as to interfere with traffic passing the work as little as possible and effect by every reasonable means the safety and comfort of pedestrians, vehicles and vehicle passengers passing the work.

9. INSPECTION

The Contractor shall at all times provide convenient access and safe and proper facilities for the inspection of all parts of the work. No work, except such shop work as may be so permitted, shall be done except in the presence of the Construction Administrator or his/her assistants. No material of any kind shall be used upon the work until it has been inspected and accepted by the Construction Administrator. All materials rejected shall be immediately removed from the work and not again offered for inspection. Any materials or workmanship found at any time to be defective shall be remedied at once, regardless of previous inspection. The inspection and supervision of the work by the Construction Administrator is intended to aid the Contractor in supplying labor and materials in accordance with the specifications, but such inspection shall not operate to release the Contractor from any of its contract obligations.

10. STOPPING WORK

The Commissioner, Construction Administrator or Engineer may stop by written order any work or any part of the work under this contract if, in his/her opinion, the methods employed

GENERAL CLAUSES

or conditions are such that unsatisfactory work might result. When work is so stopped it shall not be resumed until the methods or conditions are revised to the satisfaction of the Commissioner, which must be signified in writing. The Contractor agrees to make no claim for increased costs arising from the issuance of any stop work order.

11. DIMENSIONS

Figured dimensions on the plans shall be given preference over scaled dimensions, but shall be checked by the Contractor before starting construction. Any errors, omissions or discrepancies shall be brought to the attention of the Engineer and his/her decision thereon shall be final.

12. PAYMENTS TO COUNTY

Wherever in the Contract Documents the Contractor is required to make a payment to the County, the Contractor agrees that the County has the option to withhold such sum(s) from payments otherwise due to the Contractor and that all such sums withheld shall be deemed not to be earned by the Contractor.

13. PROTECTION OF UTILITIES AND STRUCTURES

The Contractor shall be responsible for the preservation of all public and private underground and surface utilities/structures at or adjacent to the construction work; insofar as they may be endangered by the work. This shall hold true whether or not they are shown on the contract drawings. If they are shown on the drawings, the County does not guarantee their locations even though the information will be from the best available sources.

The Contractor shall give ample and reasonable notice to all private, corporate or municipal owners before work is done near their utility or structure; shall properly protect all utilities/structures encountered; shall at their expense repair/replace any items that are damaged; and shall proceed with caution to prevent undue interruptions to utility services.

Investigation and/or on-site mark-out, by the County, must be done prior to excavation work at the Valhalla Campus. This investigation/mark-out is to serve as a guide for the Contractor and does not absolve the Contractor from the responsibility to repair/replace identified or non-identified utilities/structures, at no cost to the County.

All excavation work performed at the Valhalla Campus requires the submission of a completed "Ground Penetration" form/sketch(es) will be distributed to the appropriate utility owners. Therefore, the Contractor should assume that no excavation work can be performed until approximately twenty (20) working days after submission of the form/sketch(es), but not prior to approval by the DPW-BO Superintendent of Buildings.

14. PROTECTION OF WATER RESOURCES & THE ENVIRONMENT

The Contractor is responsible to review the specifications and drawings as they relate to this Agreement to ascertain what procedures must be followed in order to comply with all applicable stormwater management, water quality control, erosion, and sediment control

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laws, rules, regulations and permits. If the Contractor is of the opinion that any work required, necessitated, or contained in the specifications or otherwise ordered conflicts with the applicable stormwater management, water quality control, erosion, and sediment control laws, rules, regulations, procedures, and permits, including, without limitation, all applicable provisions of the New York State Stormwater Management Design Manual, and the New York Standards and Specifications for Erosion and Sediment Control as they may be amended from time to time, it must promptly notify the First Deputy Commissioner of the Department of Public Works in writing.

In addition to all other requirements contained in this Agreement, the Contractor recognizes and understands that it is an essential element of this Agreement that the Contractor complies with the County's policies to protect water resources and the environment. The Contractor must comply with all applicable stormwater management, water quality control, erosion, and sediment control laws, rules, regulations, permits, procedures and specifications, including, without limitation, all applicable provisions of the New York State Stormwater Management Design Manual,¹, the New York Standards and Specifications for Erosion and Sediment Control as they may be amended from time to time. All of these documents should be obtained from the New York State Department of Environmental Conservation to ensure that the Contractor has the latest version. It should be noted that the standards set forth in the New York State Stormwater Management Design Manual, and the New York Standards and Specifications for Erosion and Sediment Control apply to ALL work done for the County, regardless of the size of the project. In case of a conflict among the governmental regulations and standards, the most stringent regulation, standard or recommendation shall apply to the work done under this Agreement.

The Contractor and its subcontractors shall execute the required Stormwater Pollution Prevention Certification, which is located at Proposal Page 20. In addition, the Contractor acknowledges that if the work required under this Agreement requires that a State Pollutant Discharge Elimination System ("SPDES") permit be obtained from the New York State Department of Environmental Conservation, then the Contractor must comply with the terms and conditions of the SPDES permit for stormwater discharges from construction activities and the Contractor will not take any action or fail to take any necessary action that will result in the County being held to be in violation of said permit or any other permit. The Contractor shall cooperate with the County in obtaining the permit and comply with the SPDES permit and all other applicable laws, rules, regulations and permits.

The Contractor shall provide, as the Commissioner or his designee may request, proof of compliance with the County's policies to protect water resources and the environment, and all applicable stormwater management, water quality control, erosion and sediment control laws, rules, regulations, permits, procedures and specifications.

The Contractor is responsible to ascertain which of the laws, rules, regulations, permits and standards referenced above affect its construction activities, and the Contractor shall be solely responsible for all costs and expenses, including any penalties or fines, incurred by the County, due to the Contractor's failure to comply with such applicable laws, rules,

¹ available at <http://www.dec.state.ny.us/website/dow/swmanual/swmanual.html> - The location of this reference is provided to assist the Contractor; it does not relieve the Contractor from the obligation of obtaining and complying with the latest version of the document.

GENERAL CLAUSES

permits, regulations, standards and County policies. The Contractor shall be responsible to defend and indemnify the County from any and all claims resulting from the Contractor's failure to comply with the applicable laws, rules, regulations, permits, standards and County policies.

Failure of the Contractor to comply with the County's policies to protect water resources and the environment, and all applicable stormwater management, water quality control, erosion and sediment control laws, rules, regulations, permits, procedures and specifications may result in the withholding of progress payments to the Contractor by the County. Such withholding of progress payments shall not relieve the Contractor of any requirements of the Agreement including the completion of the work within the specified time, and any construction sequence requirement of the Agreement.

The Contractor acknowledges that its failure to comply with the County's policies to protect water resources and the environment, and all applicable stormwater management, water quality control, erosion and sediment control laws, rules, regulations, permits, procedures and specifications shall constitute a material breach under this contract. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled, the County shall have the right, in its sole discretion to suspend, discontinue or terminate this Agreement immediately upon notice to the Contractor. In such event, the Contractor shall be liable to the County for any additional costs incurred by the County in the completion of the project.

The failure of the Contractor to comply with these requirements could lead to a determination that the Contractor is not a responsible bidder when the Contractor is bidding on other projects.

15. SANITARY REGULATIONS

The Contractor shall obey and enforce such sanitary regulations and orders and shall take such precautions against infectious diseases as may be deemed necessary. The building of shanties or other structures for housing the men, tools, machinery or supplies will be permitted only at approved places, and the sanitary condition of the grounds in and at such shanties or other structures must be at all times maintained in a satisfactory manner.

16. CLEANING UP

Upon completion of the work, the Contractor shall remove all equipment, rubbish, debris and surplus materials from the buildings, and grounds, and provide a suitable dumping place for such materials. The premises shall be left in a neat, clean and acceptable condition.

No litter, debris of any kind shall be allowed to accumulate for more than one day in any portion of the buildings or grounds, and must be removed from the area at the end of each workday.

17. PREVENTION OF DUST HAZARD

In accordance with the New York State Labor Law, Section 22a, in the event a silica or other harmful dust hazard is created due to construction operations under the contract, the Contractor shall install, maintain and keep in effective operation the appliances and methods

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for the elimination of such silica dust or other harmful dust as have been recommended and approved by State and local authorities.

18. REPRESENTATIVE ALWAYS PRESENT

The Contractor in case of its absence from the work shall have a competent representative **fluent in English** or foreman present, who shall obey without delay, all instructions of the Construction Administrator in the prosecution and completion of the work in conformity with this contract, and shall have full authority to supply labor and material immediately.

19. WORK IN BAD WEATHER

During freezing, stormy or inclement weather, no work shall be done except such as can be done satisfactorily and in a manner to secure first-class construction throughout.

20. PROTECTION OF WORK UNTIL COMPLETION

The Contractor shall be responsible for the protection and maintenance of its work until the same has been accepted by the Owner and shall make good any damage to the work caused by floods, storms, settlements, accidents, or acts of negligence by its employees or others so that the complete work when turned over to the Owner will be in first-class condition and in accordance with the plans and specifications.

21. REMOVAL OF TEMPORARY STRUCTURES AND CLEANING UP

On or before the completion of the work the Contractor shall, without charge therefore, tear down and remove all buildings and other structures built by him for facilitating the carrying out of the work, shall remove all rubbish of all kinds from the grounds which he has occupied, shall do any small amount of additional trimming and grading and shall leave the entire work and premises clean, neat and in good condition. The Contractor shall provide at its own expense suitable dumping places for such material. When the necessity for protecting traffic ends, the Contractor shall remove all signs, lighting devices, barricades and temporary railings from the site of the work.

22. GROSS LOADS HAULED ON HIGHWAY

The Contractor shall at no time during the construction of this contract, haul gross loads exceeding the legal limit prescribed by the Highway Law over the highways of access to, or the highway included in this contract.

23. CONCRETE BATCH PROPORTIONS - YIELD

No Construction Administrator or Engineer is authorized to instruct or inform the Contractor, or any of its agents or employees, or its concrete supplier as to the weights of the ingredients to be used to produce a cubic yard of concrete or as to the yield to be used to produce a cubic yard of concrete or as to the yield to be expected from any batch. The Contractor shall make its own determination and give its own instructions to its agents, employees and concrete supplier as to the total quantity of ingredients to be purchased as a

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cubic yard of concrete. The right is reserved to the Construction Administrator and Engineer, however, to verify yields after batch weights have been established by the Contractor and to order a reduction in total weight per load in the event his/her calculations show that the rated capacity of truck mixers, if approved for use, will be exceeded.

24. DAMAGE DUE TO CONTRACTOR'S OPERATIONS

In the event that damage is caused to structures, surfacing, pavement, shrubbery, trees or to grassed areas through trucking operations, delivery of materials, the actual performance of the work, or other causes, the Contractor shall fully restore the same to their original condition at its own expense. In the event that more than one contractor causes damages to any one area, the Director of Project Management will apportion the amount of repair work to be done by each contractor. The decision of the Director of Project Management shall be final and binding upon the Contractor(s) and may not be challenged except pursuant to a proceeding brought pursuant to Article 78 of the Civil Practice Law and Rules.

25. PROPERTY DAMAGE

The Contractor shall not enter upon nor make use of any private property along the line of work except when written permission is secured from the owner of that property. In case of any damage or injury done along the line of work in consequence of any act or omission on the part of the Contractor, or any one in its employ, in carrying out the contract, the Contractor shall at its own expense restore the same or make repairs as are necessary in consequence thereof in a manner satisfactory to the owner of the affected property; provided, however, that the obligation thus assumed by the Contractor shall not inure directly or indirectly to the benefit of any insurer of physical damage to property or loss of use, rents or profits of property regardless of whether the insurer has actually paid the claim or made only a loan to its insured, nor to the latter if it shall waive or abandon any claim against its insurer or insurers.

In case of failure on the part of the Contractor to restore or repair such property in a manner satisfactory to the owner of the affected property, the party of the first part may upon forty-eight hours notice to the Contractor proceed with such restoration or repair. The expense of such restoration or repair shall be deducted from any monies, which are due or may become due the Contractor under its contract. The Construction Administrator shall be the sole judge as to what constitutes failure to restore or repair as above stated and service of notice by mail addressed to the Contractor at the address stated in the proposal shall be sufficient.

26. CLAIMS FOR DAMAGES

The Contractor agrees that it will make no claim against the County or any of its representatives for damages for delay, interference or disruption of any kind in the performance of its Contract and further agrees that any such claim arising from acts or failure to act of the County or any of its representatives shall be fully and exclusively compensated for by an extension of time to complete the performance of the work as provided herein.

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27. EXTENSIONS OF TIME

An extension or extensions of time may be granted only by the Commissioner and only upon a verified application therefore by the Contractor. Each application for an extension of time must set forth in detail the nature of each cause of delay in the completion of the work, the date upon which each such cause of delay began and ended, and the number of days attributable to each of such causes. If the schedule for this project is based upon the Critical Path Method, the Contractor must also demonstrate that the delay for which an extension of time is sought occurred on the critical path. A formal written notice of the Contractor's intent to apply for an extension of time must be submitted to the Commissioner within seven (7) calendar days of the start of the alleged delay. The formal application for the extension of time must be submitted to the Commissioner no later than ten (10) calendar days after the end of the delay, but in no event later than the Contractor's submittal of its application for its substantial completion payment. The failure of the Contractor to timely submit either its formal written notice of its intent to apply for an extension of time or the application thereof shall be deemed a waiver of any entitlement to any extension of time.

The Contractor shall be entitled to an extension of time for delay in completion of the work caused solely (1) by the acts or omissions of the County, its officers, agents or employees; or (2) by the acts or omissions of other Contractors on this project; or (3) by supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, Acts of God, excessive inclement weather, war, or any other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the Contractor).

The Contractor shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the work as determined by the Engineer or Commissioner. If one of multiple causes of delay operating concurrently results from any act or omission of the Contractor or of its subcontractors of whatever tier, and would of itself (irrespective of concurrent causes) have delayed the work, no extension of time will be allowed for the period of delay resulting from such act or omission and the Contractor shall re-arrange his Progress Schedule and operations so as to complete the Work within the time set forth in the Contract and minimize the impact of the Work on the other Prime Contractors.

The determination made by the Commissioner or Engineer on an application for an extension of time shall be binding and conclusive on the Contractor and may not be challenged except in a proceeding commenced pursuant to Article 78 of the Civil Practice Law and Rules.

Permitting the Contractor to continue with the work after the time fixed for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the Contractor after such time, shall not operate as waiver on the part of the County of any of its rights or remedies under this contract nor shall it relieve the Contractor from his obligation under the Contract, including without limitations its liability to the County for liquidated damages, engineering costs, delays, damages, and/or costs incurred by the County.

If the Commissioner deems it advisable and expedient to have the Contractor complete and furnish the Work after the expiration of the time of Completion of Work (see "Required

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Time For Completion Of The Work” of the General Requirements) and in order that the County’s fiscal officers may be permitted to make payment to the Contractor for Work performed beyond that date, the Commissioner may extend the Contract solely for the purpose of enabling the Contractor to be paid for Work performed. This extension shall in no way relieve the Contractor from his obligation under the Contract, including without limitations its liability to the County for liquidated damages, engineering costs, delays, damages, attorney’s fees and/or costs incurred by the County, nor shall such extension of time be asserted by the Contractor in any action or proceeding as evidence that it completed its work in a timely manner.

The time necessary for review by the Engineer of all submittals including vendors, shop drawings, substitutions, etc., and delays incurred by normal seasonal and weather conditions should be anticipated and is neither compensatory nor eligible for Extensions of Time.

When the Work embraced in the Contract is not completed on or before the date specified herein, engineering and inspection expenses incurred by the County of Westchester upon the Work from the completion date originally fixed in the Contract to the final date of completion of the Work may be charged to the Contract and be deducted from the final monies due the Contractor.

28. REQUEST FOR APPROVAL OF EQUAL

A. GENERAL REQUIREMENTS

Wherever in the Contract Documents an article, material, apparatus, product or process is called for by trade name or catalog reference, or by the name of the patentee, manufacturer or dealer, it is understood that it constitutes the standard requirement to meet the contract specifications. Where two or more articles, materials, apparatus, products or processes are listed as acceptable by reference to trade name or otherwise, the choice of these will be optional to the bidder.

Bidders may base their bid on one of the specified items, or they may base their bid on an “equal”. However, the bidder should be aware that the County makes the final determination as to what constitutes an equal.

If the Engineer shall reject the proposed equal as not being the equal of that specifically named in the contract, the successful bidder (Contractor) shall immediately proceed to furnish the designated article, material, apparatus, product or process as specified or an approved equal without additional cost or time delay to the County.

B. REVIEW PROCESS

- 1) Within fifteen (15) days from the Notice to Proceed, requests for approval of equals must be proposed to the Commissioner on the “Request For Approval Of Equal” form of the Sample Forms. This Period for submitting requests will be strictly enforced. Such requests shall conform to the requirements of this Article.
- 2) Requests for approval of equals will be received and considered from Prime Contractors only and not from manufacturers, suppliers, Subcontractors, or other third parties.
- 3) If the materials and equipment submitted are offered as equals to the Contract

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Documents the Contractor shall advise the County and the Engineer of the requested equal and comply with the requirements hereinafter specified in this Article.

- 4) Where the acceptability of an equal is conditioned upon a record of satisfactory operation and the proposed equal does not fulfill this requirement, the Engineer, at his/her sole discretion, may accept the equal if the Contractor provides a bond or cash deposit which guarantees replacement at no cost to the County for any failure occurring within the specified time. The equal item must meet all other technical requirements contained in the Specification.
- 5) The successful bidder shall furnish such information as required by the Engineer to demonstrate that the equal article, material, apparatus, product or process is the equal of that specified in quality, finish, design, efficiency and durability and has been elsewhere demonstrated to be equally serviceable for the purpose for which it is intended. The Contractor shall set forth the reasons for desiring to utilize the proposed equal.
- 6) Contractor shall submit:
 - a. For each proposed request for approved equal sufficient details, complete descriptive literature and performance data together with samples of the materials, where feasible, to enable the Engineer to determine if the proposed request for approved equal is equal, including manufacturer's brand or trade names, model numbers, description of specification of item, performance data, test reports, samples, history of service, and other data as applicable.
 - b. Certified tests, where applicable, by an independent laboratory attesting that the proposed equal is equal.
 - c. A list of installations where the proposed equal equipment or materials is performing under similar conditions as specified.
- 7) Requests for approval of equal after the period set forth in B. REVIEW PROCESS, Paragraph 1, above will not be accepted for evaluation except in case of strikes, discontinuance of manufacturer or other reason deemed valid by the Engineer whereby the specified products or those approved are unattainable. In such case the Contractor shall provide substantial proof that the acceptable products are unavailable.
- 8) Where the approval of an equal requires revision or redesign of any part of Work, including that of other Contracts, all such revision and redesign, and all new drawings and details required therefore, shall be provided by the Contractor at its own cost and expense, and shall be subject to the approval of the Commissioner.
- 9) In the event that the Engineer is required to provide additional engineering services, then the engineer's charges for such additional services shall be promptly paid by the Contractor to the County.
- 10) Any modifications in the Work required under other Contracts to accommodate the changed design will be incorporated in the appropriate Contracts and any resulting increases in Contract prices will be paid by the Contractor who initiated the

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changed design to the County.

- 11) In all cases the Engineer shall be the judge as to whether a proposed equal is to be approved. The Contractor shall abide by his/her decision when proposed equal items are judged to be unacceptable and shall in such instances furnish the item specified or indicated. No equal items shall be used in the Work without written approval of the Engineer.
- 12) In making request for approval of equal, Contractor represents that:
 - a. Contractor has investigated proposed equal, and determined that it is equal to or superior in all respects to the product, manufacturer or method specified.
 - b. Contractor will provide the same or better warranties or bonds for proposed equal as for product, manufacturer or method specified.
 - c. Contractor waives all claims for additional costs or extension of time related to proposed equal that subsequently may become apparent.
 - d. Contractor shall have and make no claim for an extension of time or for damages by reason of the time taken by the Engineer in considering an equal proposed by the Contractor or by reason of refusal of the Engineer to approve an equal proposed by the Contractor. Any delays arising out of consideration, approval, or utilization of an equal shall be the sole responsibility of the Contractor requesting the equal and it shall arrange its operations to make up the time lost.
- 13) Proposed Equal Will Not Be Accepted If:
 - a. Acceptance will require substantial revision of Contract Documents.
 - b. They will change design concepts or Technical Specifications.
 - c. They will delay completion of the Work, or the Work of other Contractors.
 - d. They are indicated or implied on a Shop Drawing and are not accompanied by a formal request for approval of equal from Contractor.
- 14) Only those products originally specified and/or added by approved requests for equals submitted in accordance with the preceding paragraphs may be used in the Work. Whenever requests for equals are approved, it shall be understood that such approval is conditional upon strict conformance with all requirements of the Contract and further subject to the following:
 - a. Any material or article submitted for approval in accordance with the above procedure must be equal, in the sole opinion of the Engineer, to the material or article specified. It must be readily available in sufficient quantity to prevent delay of any Work; it must be available in an equivalent color, texture, dimension, gauge, type and finish as to the item or article specified; it must be equal to the specified item in strength, durability, efficiency, serviceability, compatibility with existing systems, ease and cost of maintenance; it must be compatible with the design and not necessitate substantial design modifications; it must be equal in warranties and guarantees; its use must not impose substantial additional Work, or require substantial changes in the Work of any

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other Contractor. Availability of spare parts shall be assured for the useful life of the Project.

- b. The Engineer reserves the right to disapprove, for aesthetic reasons, any material or equipment on the basis of design or color considerations alone, without prejudice to the quality of the material or equipment, if the manufacturer cannot meet the required colors or design.
 - c. All requests for approval of equals of materials or other changes from the contract requirements shall be accompanied by an itemized list of all other items affected. The Engineer shall have the right, if such is not done, to rescind any approvals for equals or changes and to order such Work removed and replaced with Work conforming to the specified requirements of the contract, all at the Contractor's expense, or to assess all additional costs resulting from the equal to the Contractor.
- 15) Approval of an equal will not relieve Contractor from the requirement to submit Shop Drawings or any of the provisions of the Contract Documents.
- 16) In the event that the Engineer is required to provide additional engineering services as a result of a request for approval of an equal of materials or equipment which are not "or equal" by the Contractor, or changes by the Contractor in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or as a result of Contractor's errors, omissions or failure to conform to the requirements of the Contract Documents or if the Engineer is required to examine and evaluate any changes proposed by the Contractor solely for the convenience of the Contractor, or for evaluation of deviations from Contract Documents, then the Engineer's charges in connection with such additional services shall be paid by the Contractor to the County.
- 17) The Contractor shall respond to required submittals with complete information and with a degree of accuracy to achieve approvals within three (3) submissions. All costs to the Engineer involved with subsequent submissions requiring approval, will be paid by the Contractor to the County.

29. SUBSTITUTION

- A. Should the Contractor desire to substitute other articles, materials, apparatus, products or processes than those specified or approved as equal, the Contractor shall apply to the Engineer in writing for approval of such substitution. It should be noted that the bid shall not be based on a substituted article, material, apparatus, product or process. With the application shall be furnished such information as required by the Engineer to demonstrate that the article, material, apparatus, product or process he wishes to use is the equivalent of that specified in quality, finish, design, efficiency and durability and has been elsewhere demonstrated to be equally serviceable for the purpose for which it is intended. The Contractor shall set forth the reasons for desiring to make the substitution and shall further state what difference, if any, will be made in the construction schedule and the contract price for such substitution should it be accepted; it being the intent hereunder that any savings shall accrue to the benefit of the County.

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- B. If the Engineer shall reject any such desired substitution as not being the equivalent of that specifically named in the contract, or if it shall determine that the adjustment in price in favor of the County is insufficient, the Contractor shall immediately proceed to furnish the designated article, material, apparatus, product or process.
- C. Request for substitutes must be proposed to the Commissioner on the "Request For Approval Of Substitution" form of the Sample Forms. Such requests shall conform to the requirements of this Article.
- D. Requests for substitutions shall include full information concerning differences in cost, and any savings in cost resulting from such substitutions shall be passed on to the County.
- E. Requests for utilization of substitutes will be reviewed during the course of the project. The impact on the project and the timeliness of submission will be of key consideration.
- F. The approval of utilization of a substitute is subject to the sole and final discretion of the Engineer.
- G. REVIEW PROCESS
 - 1) Requests for approval of substitutions will be received and considered from Prime Contractors only and not from manufacturers, suppliers, Subcontractors, or other third parties.
 - 2) If the materials and equipment submitted are offered as substitutions to the Contract Documents or approved equal the Contractor shall advise the County and the Engineer of the requested substitutions and comply with the requirements hereinafter specified in this Article.
 - 3) Where the acceptability of substitution is conditioned upon a record of satisfactory operation and the proposed substitution does not fulfill this requirement, the Engineer, at his/her sole discretion, may accept the substitution if the Contractor provides a bond or cash deposit which guarantees replacement at no cost to the County for any failure occurring within the specified time. The substitution item must meet all other technical requirements contained in the Specification.
 - 4) The Contractor shall furnish such information as required by the Engineer to demonstrate that the equal article, material, apparatus, product or process is the equivalent of that specified in quality, finish, design, efficiency and durability and has been elsewhere demonstrated to be equally serviceable for the purpose for which it is intended and/or that it offers substantial benefits to the County in saving of time and/or cost. The Contractor shall set forth the reasons for desiring to make this substitution.
 - 5) Contractor shall submit:
 - a. For each proposed request for approved substitute sufficient details, complete descriptive literature and performance data together with samples of the materials, where feasible, to enable the Engineer to determine if the proposed request for approval should be granted, including manufacturer's brand or trade names, model numbers, description of specification of item, performance data, test reports, samples, history of service, and other data as applicable.

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- b. Certified tests, where applicable, by an independent laboratory attesting to the performance of the substitute.
 - c. A list of installations where the proposed substitute equipment or materials is performing under similar conditions as specified.
- 6) Where the approval of a substitute requires revision or redesign of any part of Work, including that of other Contracts, all such revision and redesign, and all new drawings and details required therefore, shall be provided by the Contractor at its own cost and expense, and shall be subject to the approval of the Engineer.
- 7) In the event that the Engineer is required to provide additional engineering services, then the engineer's charges for such additional services shall be paid by the Contractor to the County.
- 8) Any modifications in the Work required under other contracts to accommodate the changed design will be incorporated in the appropriate contracts and any resulting increases in contract prices will be charged to the Contractor by the County who initiated the changed design.
- 9) In all cases the Engineer shall be the judge as to whether a proposed substitute is to be approved. The Contractor shall be bound by his/her decision. No substitute items shall be used in the Work without written approval of the Engineer.
- 10) In making request for approval of substitute, Contractor represents that:
- a. Contractor has investigated proposed substitute, and determined that it is equal to or superior in all respects to the product, manufacturer or method specified or offers other specified advantages to the County.
 - b. Contractor will provide the same or better warranties or bonds for proposed substitute as for product, manufacturer or method specified.
 - c. Contractor waives all claims for additional costs or extension of time related to proposed substitute that subsequently may become apparent.
 - d. Contractor shall have and make no claim for an extension of time or for damages by reason of the time taken by the Engineer in considering a substitute proposed by the Contractor or by reason of failure of the Engineer to approve a substitute proposed by the Contractor. Any delays arising out of consideration, approval, or utilization of a substitute shall be the sole responsibility of the Contractor requesting the substitute and it shall arrange its operations to make up the time lost.
- 11) Proposed substitute will not be accepted if:
- a. Acceptance will require substantial revision of Contract Documents.
 - b. They will substantially change design concepts or Technical Specifications.
 - c. They will delay completion of the Work, or the Work of other Contractors.
 - d. They are indicated or implied on a Shop Drawing and are not accompanied by a formal request for approval of substitute from Contractor.
- 12) The Engineer reserves the right to disapprove, for aesthetic reasons, any material or

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equipment on the basis of design or color considerations alone, without prejudice to the quality of the material or equipment, if the manufacturer cannot meet the required colors or design.

- 13) All requests for approval of substitutes of materials or other changes from the contract requirements, shall be accompanied by an itemized list of all other items affected by such substitution or change. The Engineer shall have the right, if such is not done, to rescind any approvals for substitutions and to order such Work removed and replaced with Work conforming to the specified requirements of the contract, all at the Contractor's expense, or to assess all additional costs resulting from the substitution to the Contractor.
- 14) Approval of a substitute will not relieve Contractor from the requirement to submit Shop Drawings or any of the provisions of the Contract Documents.
- 15) In the event that the Engineer is required to provide additional engineering services as a result of a request for approval of a substitute results in changes by the Contractor in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or as a result of Contractor's errors, omissions or failure to conform to the requirements of the Contract Documents or if the Engineer is required to examine and evaluate any changes proposed by the Contractor solely for the convenience of the Contractor, or for evaluation of deviations from Contract Documents, then the Engineer's charges in connection with such additional services shall be paid by the Contractor.
- 16) Structural design shown on the Drawing is based upon the configuration of and maximum loading for major items of equipment as indicated on the Drawings and as specified. If the substituted equipment furnished differs from said features, the Contractor shall pay to the County all costs of redesign and for any construction changes required to accommodate the equipment furnished, including the Engineer's charges in connection therewith.
- 17) The Contractor shall respond to required submittals with complete information and with a degree of accuracy to achieve approvals within two (2) submissions. All costs to the Engineer involved with subsequent submissions of Shop Drawings, Samples or other items requiring approval, will be paid by the Contractor to the County, by deducting such costs from payments due for Work completed. In the event an approved item is requested by the Contractor to be changed or substituted for, all costs involved in the reviewing and approval process will likewise be backcharged to the Contractor unless determined by the Engineer that the need for such substitution and/or deviation from Contract Documents is beyond the control of the Contractor.

30. EXTRA WORK: INCREASED COMPENSATION/DECREASED WORK: CREDIT TO THE OWNER

The Director of Project Management may, at any time, by a written order, and without notice to the sureties, require the performance of Extra Work or require or approve changes in the work, or Decreased Work ("work" to include but not be limited to specified methods of performing work) as he may deem necessary or desirable. The amount of compensation

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to be paid to the Contractor for any Extra Work, as so ordered, or credit to the Owner for such decreased work, as so ordered or approved, shall be determined as follows:

- 1) **First:** By such applicable unit prices, if any, as set forth in the Contract; or
- 2) **Second:** If no such prices are so set forth, then by unit prices or by a lump sum, or sums, mutually agreed upon by the Director of Project Management and the Contractor; or
- 3) **Third:** If, in the opinion of the Director of Project Management, the aforesaid unit prices, under "First" above, are not applicable, or if the two parties hereto cannot reach agreement as to new unit prices or a lump sum, or sums, under "Second" above, then by the actual net cost in money to the Contractor of the materials and of the wages of applied labor (including cost of supplements provided and premiums for Workmen's Compensation Insurance, FICA, and Federal and State Unemployment Insurance) required for such Extra Work, plus twenty (20%) percent as compensation for all items of profit and costs or expenses including administration, overhead, superintendence, insurance (other than those specifically noted above) materials used in temporary structures, allowances made by the Contractor to subcontractors, including those made for overhead and profit, additional premiums upon the performance bond of the Contractor and the use of small tools and any and all other costs and expenses not enumerated above, plus such rental for plant and equipment (other than small tools) required and approved for such extra work. Where extra work is performed by a Subcontractor, the twenty percent stipulated above shall be divided between the Contractor and the Subcontractor as per their contractual agreement, or if not defined therein, then as the Contractor sees fit.

Rental rates for any power operated machinery, trucks or equipment, which it may be found necessary to use as in "Third" above, shall be reasonable and shall be based on those prevailing in the area of the County where such work is to be done, and they shall be agreed upon in writing before the work is begun.

In no case shall the rental rates submitted exceed the rates set up in the current edition of "Equipment Watch" plus the cost of fuel and lubricants.

These rates shall include all repairs, fuel, lubricants, applicable taxes, insurance, depreciation, storage and all attachments complete, ready to operate, but excluding operators. Operators shall be paid as stated here in above for labor.

For equipment, which is already on the project, the rental period shall start when ordered to work by the Construction Administrator, and shall continue until ordered to discontinue by him. The minimum payment for any one rental period shall be four hours, unless otherwise agreed upon between the Construction Administrator and the Contractor.

For equipment which has to be brought to the project, specifically for use as in "Third" above, the County will pay all loading and unloading costs, also all transportation costs will not be paid, if the equipment is used for work other than in "Third" above while on the project. The rental period shall begin at the time the equipment has been unloaded on the

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project, and shall end on and include the day the order to discontinue the use of the equipment as in "Third" above is given to the Contractor by the Construction Administrator.

The daily rate shall apply for rental periods of four calendar days or less, the weekly rate shall apply for rental periods of more than four and not exceeding twenty-one calendar days, and the monthly rate shall apply for rental periods in excess of twenty-one calendar days. For fractional periods above the full unit rental period (day, week, month) reimbursement shall be proportioned on the basis of the applicable rental period. (Day-8 hrs.; Week-7 calendar days; Month-30 calendar days).

No percentage shall be added to the amounts of equipment rental prices agreed upon, but the price agreed upon shall be the total compensation allowed for the use of such equipment.

The provisions hereof shall not affect the power of the Contractor to act in case of emergency.

31. DISPUTED WORK - NOTICE OF CLAIMS FOR DAMAGES

If the Contractor is of the opinion that any work required, necessitated, or ordered violates or conflicts with or is not required by the terms and provisions of this Contract, it must promptly, within five (5) calendar days after being directed to perform such work, notify the Construction Administrator, in writing, of its contentions with respect thereto and request a final determination thereon. If the Construction Administrator determines that the work in question is contract and not extra work, or that the order complained of is proper, he will direct the Contractor in writing to proceed and the Contractor shall promptly comply. In order, however, to preserve its right to claim compensation for such work or damages resulting from such compliance, the Contractor must, within seven (7) calendar days after receiving notice of the Construction Administrator's determination and direction, notify the Construction Administrator, in writing that the work is being performed or that the determination and direction is being complied with, under protest. Failure of the Contractor to so notify shall be deemed as a waiver of claim for extra compensation or damages therefore.

While the Contractor is performing disputed work or complying with a determination or order under protest in accordance with this Article, in each such case the Contractor shall furnish the Construction Administrator daily with three copies of written statements signed by the Contractor's representatives at the site showing:

- 1) the name of each worker employed on such work or engaged in complying with such determination or order, the number of hours employed thereon, and the character of the work each is doing; and
- 2) the nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work or compliance with such order, and from whom purchased or rented.

It is expressly agreed that no dispute over the scope of the Contractor's work or any portion thereof shall cause any delay or interruption to the Contractor's work.

In addition to the foregoing statements, the Contractor shall, upon notice from the Board of Acquisition and Contract, produce for examination by the duly appointed representative of

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the Board of Acquisition and Contract, all its books of accounts, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books and canceled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this contract, and submit itself, its agents, servants and employees for examination under oath by any duly appointed representative designated by the Board of Acquisition and Contract to investigate claims made against the County. Unless the aforesaid statements shall be made and filed within the time aforesaid and the aforesaid records submitted for examination and the Contractor, its agents, servants, and employees submit themselves for examination as aforesaid, the County shall be released from all claims arising under, relating to or by reason of this contract, except for the sums certified by the Construction Administrator to be due and agreed that no person has power to waive any of the foregoing provisions, and that in any action against the County to recover any sum in excess of the sums certified by the Construction Administrator to be due under or by reason of this contract, the Contractor must allege in its complaint and prove, at the trial, strict compliance with the provisions of this article.

Before final acceptance of the work by the County, all matters of dispute must be adjusted to the mutual satisfaction of the parties thereto. Determinations and decisions in case any question shall arise, shall constitute a condition precedent to the right of the Contractor to receive the money therefore, until the matter in question has been adjusted.

32. CONTRACTOR'S SUBCONTRACTS AND MATERIAL LISTS

Within fifteen (15) days after execution of the Contract, the successful bidder shall submit to the County for approval a list of the subcontractors, materialmen and materials that he/she plans to use in the performance of the work and statements of the work they are to perform. The format and content of the list shall be in accordance with directives from the Construction Administrator. He/sit shall also submit additional information regarding their qualifications as may be later requested by the County. No part of the work may be sublet until after the Contractor has received the County's approval.

The Contractor shall be fully responsible for all acts and omissions of its subcontractors and persons directly or indirectly employed by them, and the County's approval to sublet parts of the work will in no way relieve the Contractor of any of its obligations under the Contract. All dealings of the Construction Administrator with the subcontractors shall be through the Contractor, subcontractors being recognized by the County only as employees of the Contractor.

By executing the Agreement, the Contractor represents that the Contractor shall insert appropriate clauses in all subcontracts to bind the subcontractors to the Contractor by all applicable provisions of the Contract Documents executed between the Contractor and the County, but this shall not be construed as creating any contractual relationships between subcontractors and the County. Prior to approval of the subcontractors, the County has the right to review and recommend changes in the subcontracts. The County reserves the right to reject any subcontractor proposed by the Contractor if in the reasonable opinion of the County such subcontractor lacks the experience, capability or integrity to perform its subcontract work or is otherwise non-responsible.

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By executing the Agreement, the Contractor represents that the Contractor shall insert appropriate clauses in each subcontract that require that if the Contractor is terminated by the County either for default or convenience that at the sole option of the County the subcontract shall automatically attach to the County and the subcontractor shall continue without delay or interruption to fully perform all of the obligations required by its subcontract.

Where the specifications permit the Contractor a choice of different materials or manufactured products, it shall state the choice he has made in making up its bid, with the understanding that all choices must subsequently be approved by the Commissioner, after award of the contract to the successful bidder. If the bidder wishes to propose utilization of materials or manufactured products other than those specified, it shall so state and submit the required information in accordance with Article "Request For Approval Of Equal" of the General Clauses."

33. ASSIGNMENT OF CONTRACT

The Contractor shall not assign, transfer, convey or otherwise dispose of the contract or any part of it or any monies due and payable under the contract, without prior written approval of the County. If such approvals are granted by the County, they shall in no way relieve the Contractor or from any obligations under the terms of this Contract.

All documents assigning the contract or any part of it or any monies due and payable under the contract shall contain a clause stating that all monies to be paid the assignee in accordance with the terms of the Contractor's contract with the County, are subject to a prior lien for services rendered or materials and equipment supplied, in favor of all persons, firms or corporations rendering such services or supplying such materials and equipment.

34. PAYMENT FOR GENERAL PROVISIONS

No direct payment will be made for work done or materials furnished in compliance with the General Provisions of the specifications, unless otherwise noted. All compensation to the Contractor for its performance of the requirements of any general provision shall be considered to have been included in the prices he has bid for the individual items if a unit price contract and/or for a lump sum price if a lump sum contract.

In the event the Contractor fails or refuses to proceed with its work and/or correct or repair deficient or defective work then without prejudice to any and all of the County's other rights and remedies, and upon three (3) days notice to Contractor, the County may perform and/or employ any other person or persons to correct and/or repair any or all such work. All costs incurred by the County pertaining thereto shall be paid forthwith by the Contractor to the County.

35. COSTS INCURRED BY COUNTY

Wherever in these Contract Documents the County is entitled to recover costs from the Contractor or charge the Contractor for the costs incurred for the correction, supervision or for any other reason related to the Contractor's work or arising from the Contractor's failure or refusal to proceed with its work in a timely manner, such costs and/or charges shall be

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deemed to include, but not be limited to, the County's costs and fees for inspection(s), engineering, consultant(s) and attorneys.

36. GUARANTEE OF WORK

- A. Except as otherwise specified, all work performed under the Contract shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one year from the guarantee starting date (which shall be defined as the date of the County's approval of the final Certificate for Payment or the date of actual full occupancy of the building, whichever is earlier). The building, section thereof, or item of equipment, shall be occupied or put into actual use by the Owner only after judged completed by the Construction Administrator and Owner and approved by him as ready for occupancy.
- B. If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the Construction Administrator or Owner is rendered necessary as a result of the materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract, the Contractor shall promptly upon receipt of notice from the Construction Administrator or Owner and without expense to the Construction Administrator or Owner:
 - 1) Place in satisfactory condition, in every particular, all of such guaranteed work, correct all defects thereof, and
 - 2) Make good all damages to the building or site, or equipment or contents thereof, and
 - 3) Make good any work or material, or equipment and contents of said building or site disturbed in fulfilling any such guarantee.
- C. In any case where in fulfilling requirements of the Contract or of any guarantee embraced in or required thereby the Contractor disturbs any work, it shall restore such disturbed work to a condition satisfactory to the Construction Administrator.
- D. If the Contractor, after notice, fails to proceed promptly to comply with terms of its guarantee, the Owner may have the defects corrected and the Contractor shall be liable for all expenses incurred.
- E. All special guarantees applicable to definite parts of the work that may be stipulated in the Specifications or other papers forming a part of the Contract shall be subject to the requirements and term of this article.

37. SEPARATE CONTRACTS

- A. Contractor's attention is specifically directed to the fact that, because of the work of other contracts within and adjacent to the limits of this Contract they may not have exclusive occupancy of the territory within or adjacent to the limits of this Contract.
- B. Contractor's attention is further directed to the fact that, during the life of this Contract the owners and operators of Public Utilities may make changes in their facilities. These changes may be made by the Utility employees or by contract within the limit or adjacent to these contracts and may be both temporary and permanent.

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- C. Contractor shall be required to cooperate with other contractors and the owners of the various utilities, and to coordinate and arrange the sequence of their work to conform to the progressive operations of the work already under contract and to be put under contract.
- D. Contractor shall be responsible for the coordination of the work of their various subcontractors. Their respective operations shall be arranged and conducted so that delays will be avoided. Where the work of a subcontractor overlaps or dovetails with that of other subcontractors, materials shall be delivered and operations conducted so as to carry on the work continuously in an efficient and workmanlike manner. Delays or oversights on the part of Contractor or its subcontractors or utility owners in getting any or all of their work done in the proper way thereby causing cutting, removing and replacing work already in place, shall not be the basis for claim for extra compensation.
- E. In case of interference between the operations of the utility owners and different Contractors, the Construction Administrator will be the sole judge of the rights of each Contractor and the sequence of work necessary to expedite the completion of the entire project, and in all cases the Construction Administrator's decision shall be accepted as final and may not be challenged except in a proceeding brought pursuant to Article 78 of the Civil Practice Law and Rules.

38. COOPERATION WITH OWNER

Each Contractor shall cooperate with the Owner as to parking of vehicles, availability of storage and working areas and confining of activities and personnel to same. **NO PARKING FOR CONTRACTOR'S EMPLOYEES.**

39. JOB MEETINGS & PROJECT SUPERINTENDANT

- A. An officer of the Contractor, or its project manager or superintendent, who is fluent in English and authorized to make binding decision on behalf of the Contractor shall attend job meetings with the Commissioner and/or the Construction Administrator, and any subcontractors whom the Inspector may designate; for the purpose of discussing expedition, execution and coordination of the work.
- B. Job meetings will be scheduled periodically (the first to be prior to commencement of construction) at a time and place designated by the Construction Administrator.
- C. The Contractor shall not commence any work prior to the first (pre-construction) meeting between the Contractor, Commissioner and/or Construction Administrator, client, and other concerned governmental and utility company representatives.
- D. At the pre-construction meeting, the scheduling of the work on an arrow-flow diagram (showing chronologically and in detail the sequence and methods that will be followed) will be provided, and details for the proper execution and special requirements of the work will be explained and discussed.
- E. The Contractor shall be responsible for providing a detailed construction schedule that provides for a Critical Path Method ("CPM") and which is compatible with any of the state of the art CPM Method scheduling software.

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- F. Updated coordinated arrow-flow diagrams or CPM schedules, as the case may be, will be provided by the Contractor, as above, on a monthly basis to the County.

The Contractor shall indicate on the construction schedules noted above, time for shop drawing preparation, approvals, fabrication and delivery of materials and equipment for major items. The County may request that additional important items be included on the schedule.

- G. The Contractors shall ensure that its Project Superintendent shall be on site full time at all times when the Contractor's Work is being performed.

40. PATENT WARRANTY

- A. Contractor expressly represents, warrants and agrees that he has the legal right to furnish and install and to authorize the County to purchase and use the equipment hereby offered and each and every one of its several parts and every feature thereof, under one or the other, or partly under one and partly under the other of the following representations.
- 1) That the Contractor possesses a valid patent(s) covering the equipment to be furnished hereunder or part or features thereof or has or will obtain permit(s) and license(s) authorizing the Contractor to furnish and install same and to authorize the purchase and use thereof by the County.
 - 2) The Contractor is responsible before ordering material, equipment, parts, systems, etc, to verify that the suppliers of all such material, equipment, parts, systems, etc, will supply the required warranty, guarantee, O & P manual, and maintenance service schedule.
 - 3) That the equipment offered or certain parts or features thereof are not covered by any valid patent(s) within the knowledge of the Contractor.
- B. Contractor further warrants and agrees that if any patent(s) is hereafter issued to any person whatsoever with respect to the equipment or any part or features thereof, to be furnished and installed hereunder, the Contractor will obtain such permit(s) or license(s) from the Patentee as may be necessary to authorize the use of the equipment by the County.
- C. Contractor further represents, warrants and agrees that he and its sureties shall hold themselves responsible for and defend any claims made against the County for any infringement of patents due to the purchase and use by the County of said equipment or any part or feature thereof; that they will indemnify and save harmless the County from all costs, expenses and damages which it shall be obliged to pay by reason of any such infringement of patent(s); that in case the use of any such equipment is enjoined, they will bear the expenses of removing same and replacing same with equipment which will satisfactorily perform the function without constituting an infringement of any patent(s); and in case the use of any equipment shall be enjoined, that they shall pay to the County the sum of \$1,000.00 per day, as liquidated damages, for each and every day during which the County shall be enjoined from using the same up to the day on which such

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equipment is replaced by other equipment which will satisfactorily perform the same function but which will not constitute an infringement of any other patent(s).

- D. The Contractor further agrees in the event the use of any of the equipment is enjoined and the Contractor is unable within a reasonable time to devise other equipment which will satisfactorily perform the same functions without infringement on any patent(s), that he will remove the equipment and refund to the County the entire cost of its purchase and installation, plus the sum of \$ 1,000.00 per day as liquidated damages for each and every day until the substitute equipment has been purchased and installed by the County, excepting however that such period shall not exceed three months.
- E. The Contractor further agrees in the event that any claim or notice of claim for infringement of patent(s) are made or filed prior to the making of payment by the County for the equipment and/or material proposed to be furnished and installed hereunder, that the County may withhold any sum due to the Contractor for such equipment and/or material until such claims shall have been settled or adjudicated or until additional surety bonds or other guarantees of indemnification shall have been posted, if deemed necessary by the County for its protection.

41. MATERIALS

A. Quality

- 1) It is the intent of these Specifications to describe definitely and fully the character of materials and workmanship required with regard to all ordinary conditions of the work and to require first-class work and new and best quality materials in all particulars. For unexpected conditions arising during the progress of the work and not fully covered herein, the Specifications shall be interpreted by the Construction Administrator to require first-class work and materials and such interpretations shall be accepted by the Contractor.
- 2) The Contractor is responsible before ordering material, equipment, parts, systems, etc, to verify that the suppliers of all such material, equipment, parts, systems, etc, will supply the required warranty, guarantee, O & P manual, and maintenance service schedule.
- 3) Where materials or devices are specified in these documents by reference to government, manufacturer's association, or professional society standards, the pertinent sections of the latest edition of such standards shall have the same force and effect as if set forth in full in these Specifications. The following abbreviations shall be used as indicated for the principal societies:

AASHO	American Association of State Highway Officials
ACI	American Concrete Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute

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ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
AWI	American Woodworking Institute
AWS	American Welding Society
BHMA	Builders Hardware Manufacturers Association
CS	Commercial Standards
FS	Federal Specifications
IEEE	Institute of Electrical and Electronic Engineers
NEC	National Electric Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
SDI	Steel Deck Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association, Incorporated
TCA	Tile Council of America, Incorporated
TMCA	Tile and Marble Contractors of America
UL	Underwriter's Laboratories, Incorporated

B. Delivery, Storage and Handling:

- 1) Materials shall be delivered in manufacturer's original sealed containers with complete identification of contents and manufacturer, and kept sealed in original containers until used. Labels shall not be removed until materials have been installed and inspected.
- 2) Materials shall be delivered, stored, and handled with proper equipment and in a manner to protect them from damage.
- 3) The Contractor shall make arrangements for the receipt of materials delivered to the construction site. No representative of the County will accept any materials ordered by the Contractor.
- 4) Finish materials shall be protected from dirt and damage, and perishable materials shall be stored within appropriate weatherproof enclosures.
- 5) Delivery of materials shall be coordinated with the Operations Schedule.
- 6) The Contractor shall confine the apparatus, the storage of materials and the operations of the workmen to the limits indicated by law, ordinances, permits, or directions of the Construction Administrator, and shall not encumber the premises beyond the contract limits.

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- 7) The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.
- 8) Whenever the Contract Documents require delivery by the Contractor of any materials, equipment, or other items, the term delivery shall be deemed to include unloading and storing with proper protection where directed.

C. Federal Regulations

- 1) Should the Federal Government, because of Declaration of an Emergency, or other cause, establish controls over the use of certain construction materials, then the Contractor, immediately after signing the Contract or immediately after Declaration of an Emergency, shall furnish the Commissioner with an itemized list of all critical materials required for use on the project. For each item, the quantity required and the approximate date on which delivery will be required shall be indicated.

D. Name Plates

- 1) Each piece of operable equipment to be furnished and installed by a Contractor under its Contract such as motors, pumps, heaters, fans, transformers, switch and fuse racks and other similar equipment shall be provided with a substantial name plate of non-corrodible metal securely fastened in place and clearly and permanently inscribed with the manufacturer's name, the model or type designation, the serial number, the principal rated capacities, the electrical or other power characteristics and other similar and appropriate information.
- 2) Manufacturer's identification shall be inconspicuous, but where nameplates contain information relative to characteristics or maintenance, they shall be clearly visible and located for easy access.
- 3) The nameplate of a subcontractor or a distributor will not be permitted.

E. Manufacturer's Certification

- 1) Prior to the delivery of any water or sewer pipe to the construction site, the Contractor shall furnish properly attested documents certifying as to the type, class, name of manufacturer and source of supply of the pipe. One copy of each document shall be forwarded to the Construction Administrator at the construction site and to the Director of Project Management care of the Engineering Division, Michaelian Office Building, White Plains, New York.

F. Samples

- 1) The Contractor shall furnish, for approval of the Engineer, any samples required by the specifications or that may be requested by the Owner, of all materials he proposes to use, and shall pay all shipping charges for the samples. The Contractor shall send all samples to the office of the Engineer, except when directed otherwise. The sample of approved material will remain on file in the Engineer's office. A disapproved sample will be returned to the Contractor.
- 2) No samples are to be submitted with bids.
- 3) No materials or equipment of which samples are required to be submitted for

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approval shall be used on the work until such approval has been given by the Engineer or Construction Administrator, save only at the Contractor's risk and expense.

- 4) Each sample shall have a label indicating the material represented, its place of origin and the names of the producer, the Contractor and the Contract for which the material is intended.
- 5) Approval of any sample shall be only for characteristics or for uses named in such approval, and no other. No approval of a sample shall be taken in itself to change or modify any Contract requirement. When a material has been approved, no additional sample of that material will be considered and no change in brand or make will be permitted. Approved samples held by the Engineer will be returned to the Contractor upon completion of the work, if requested.
- 6) Transactions with manufacturers or subcontractors shall be through the Contractor.

G. Dissimilar Materials

- 1) Where metals are placed in contact with or fastened to dissimilar metals, concrete, masonry, wood or other absorptive materials subject to repeated wetting or wood treated with a preservative non-compatible with the metal or if drainage from dissimilar materials passes over the work; treat the contact surfaces with a heavy coat of approved alkali-resident bituminous paint.
- 2) Where one of the metals is aluminum, a coat of zinc-chromate primer shall be applied prior to the bituminous paint.

42. STANDARD OF QUALITY

Wherever in the contract documents an article, material, apparatus, device, product or process is called for by trade name or catalog reference, or by the name of the patentee, manufacturer or dealer, it shall be construed as establishing a standard of quality and not construed as limiting competition. In such instances, the Contractor may use any article, material, etc. which, in the judgment of the Engineer, expressed in writing, is equal to and acceptable for the intent specified.

43. PROPRIETARY ITEM

Whenever less than three names are used in proprietary item specifications, it has been determined that:

- A. The use of trade names is necessary for effective and workable specifications for the item.
- B. All manufacturers known by the individuals familiar with the trade involved have been listed.
- C. Equal items may be approved in accordance with Article "Request For Approval Of Equal" of the General Clauses.

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44. SHOP DRAWINGS

A. Shop Drawing Schedule

- 1) Within fifteen (15) days after the Notice to Proceed, the Contractor shall prepare and submit two (2) copies of its schedule of Shop Drawing submissions to the Engineer for review and approval. The schedule is to be submitted on the “Shop Drawing Schedule” form of the Sample Forms.
- 2) In order to maintain the construction schedule for this project the Contractor shall submit all Shop Drawings per approved schedule. The Contractor is expressly cautioned that its failure or refusal to timely submit a shop drawing schedule acceptable to the Engineer and/or any deviation from the approved shop drawing schedule shall be deemed a default under this Contract.
- 3) Shop Drawings shall be submitted without fail in time to permit correction, resubmission and final approval, as hereinafter specified, without causing any delay in the construction of any Work.
- 4) Samples and Shop Drawings, which are related to the same unit of Work or Specification Section, shall be submitted at the same time. If related Shop Drawings and Samples are submitted at different times, they cannot be reviewed until both are furnished to the Engineer.
- 5) The schedule shall be updated every four-(4) weeks or more frequently as required by the Engineer.
- 6) Two (2)-updated copies of the schedule shall be submitted to the Engineer with each application for Partial Payment.
- 7) Form of Schedule

Schedule shall be in tabular form with appropriate spaces to insert the following information for principal items of equipment and materials:

- a. Date on which Shop Drawings are requested and received from the manufacturer.
- b. Dates on which Shop Drawings are transmitted to the Engineer by the Contractor.
- c. Dates on which Shop Drawings are returned by the Engineer for revisions.
- d. Dates on which Shop Drawings are revised by manufacturer and resubmitted to the Engineer.
- e. Date on which Shop Drawings are returned by Engineer annotated either “Approved” or “Approved as Noted”.
- f. Date on which accepted Shop Drawings are transmitted to manufacturer and Contractor’s Invoice Number.
- g. Date of manufacturer’s scheduled delivery.
- h. Date on which delivery is actually made.

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- i. Sample of schedule follows on next page.

B. Shop Drawing Requirements

- 1) Shop Drawings for the Work shall include working and setting drawings, schedules, shop details, wiring diagrams, manufacturer's catalog cuts and brochures and all other drawings, schedules and diagrams necessary for the proper correlation of the Work.

Insofar as it is practicable, all drawings shall be uniform in size. They shall be dated, numbered consecutively and shall be identified with the Contract Number and Title, a description of the material or equipment and the area of the work and where it is to be installed. Shop drawings shall accurately and clearly show sizes, work, erection dimensions, arrangement and sectional views, necessary details including information for making connection with the work of other items as may be required, materials and finishes, detailed parts lists, and performance characteristics and capacities as may be required.

- 2) All detailing for structural components shall be done in accordance with the provisions for design and workmanship in the latest additions of the publications listed below except as may be modified in the Contract Documents:

- a. "Manual of Steel Construction" of the American Institute of Steel Construction.
- b. "Building Code Requirements for Reinforced Concrete" and "Manual of Standard Practice for Detailing Reinforced Concrete Structures" of American Concrete Institute.

- 3) Detailing practices for other components shall be done to conform to the best trade practices.

4) Contractor Responsibilities

- a. Before submitting Shop Drawings to the Engineer all submittals from its Subcontractors, manufacturers or suppliers shall be sent directly to the Contractor for preliminary review, coordination and checking.

Contractor shall be responsible for their submission at the proper time so as to prevent delays in delivery of material or equipment. Contractor shall thoroughly check all drawings for accuracy and conformance to the intent of the Contract Documents. Drawings found to be inaccurate or otherwise in error shall be returned to the Subcontractors, manufacturers, or suppliers by the Contractor for correction.

- b. All submittals, including Shop Drawings prepared by or under the direction of the various Contractors, shall be thoroughly checked by the Contractor for accuracy and checked by the Contractor for accuracy and conformance to the intent of the Contract Documents before being submitted to the Engineer and shall bear the Contractor's signature certifying that they have been so checked. Before submitting them to the Engineer, all submittals shall be properly labeled and consecutively numbered. In a clear space above the title block, the Contractor shall provide the "Shop Drawing ID" form of the Sample Forms, and enter the required information:

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- c. Shop Drawings shall be submitted as a single package including all associated drawings for any operating system and shall include all items of equipment and any mechanical units involved or necessary for the functioning of such system. Where applicable, the submittal shall include elementary wiring diagrams showing circuit functioning and necessary interconnecting wiring diagrams for construction.
- d. If the submittals contain any departures from the Contract Documents, specific mention thereof shall be made in the Contractor's letter of transmittal. Otherwise, the review of such submittals shall not constitute approval of the departure. The Contractor shall also call the Engineer's attention to any changes by the use of larger letters of at least 1" in height on the Shop Drawings along with a letter by the Contractor advising the Engineer to the recommended change and the reason therefore. If this is not done, even if the Work is incorporated in the construction, it will not be accepted by the Engineer even if Shop Drawings are "Approved".
- e. No materials or equipment shall be ordered, fabricated or shipped or any Work performed until the Engineer returns to the Contractor the submittals herein required, annotated "Approved".
- f. Where errors, deviations, and/or omissions are discovered at a later date in any of the submittals, the Engineer's prior review of the submittals does not relieve the Contractor of the responsibility for correcting all errors, deviations and/or omissions.
- g. Two (2) copies of Preliminary Operations and Maintenance Manuals shall be submitted with the final Shop Drawings for each item of equipment.
- h. Submittals shall be transmitted in strict compliance with Special Clause 10. A.2 and in sufficient time to allow the Engineer adequate time for review and processing so as not to delay the Project per the approved Shop Drawing Schedule.
- i. Contractor shall transmit five (5) prints of each submittal to the Engineer for review. Any submissions, which in the opinion of the Engineer, are not legible will not be reviewed and will be returned to the Contractor annotated "Disapproved".
- j. Contract drawings are for engineering and general arrangement purposes only and are not to be used as Shop Drawings.
- k. Shop Drawings shall accurately and clearly present the following:
 - All working and installation dimensions.
 - Arrangement and sectional views.
 - Units of equipment in the proposed positions for installation, details of required attachments and connections, and dimensioned locations between units and in relation to the structures.
 - Necessary details and information for making connections between the

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various trades including, but not limited to, power supplies and interconnecting wiring between units, accessories, appurtenances, etc.

- l. Structural and all other layout drawings prepared specifically for the Project shall have a plan scale of not less than 1/4-inch equal to 1 foot and they shall be not larger than the size of the Contract Drawings.
 - m. Where manufacturer's publications in the form of catalogs, brochures, illustrations, compliance certificates, or other data sheets are submitted in lieu of prepared Shop Drawings, such submissions shall specifically indicate the item for which approval is requested. Identification of items shall be made in ink, and submissions showing only general information are not acceptable.
 - n. The Contractor shall provide all required copies for the use of the various trades and at the Site, and one (1) copy of approved Shop Drawings shall be provided by the Contractor to each of the other Prime Contractors unless otherwise noted in writing by the Engineer.
 - o. The Contractor shall respond to required submittals with complete information and accuracy to achieve required approvals within three (3) submissions. All costs to the Owner involved with subsequent submissions of Shop Drawings, Samples or other items requiring approval, will be backcharged to the Contractor, at the rate of 3.0 times direct technical labor cost, by deducting such costs from payments due for Work completed. In the event an approved item is requested by the Contractor to be changed or substituted, all involved costs in the review process will likewise be paid by the Contractor to the County unless determined by the Director of Project Management or Commissioner that the need for such deviation is beyond the control of the Contractor. Contractor shall be responsible for coordinating its Work and submittals with its Subcontractors.. Should Contractor cause the need for additional submissions or reviews of previous submissions all involved costs will similarly be paid to the County.
- 5) Procedure for Review
- a. Shop Drawings will be checked for design conformance with the Contract Documents and general arrangement only.
 - b. Submittals will be annotated by the Engineer in one of the following ways:
 - "Approved" - no exceptions are taken.
 - "Approved as Noted" - minor corrections are noted and shall be made and a resubmittal is required.
 - "Disapproved because" - with specific deficiencies noted.
 - "Disapproved" - based on the information submitted, the submission is not in conformance with the Contract Documents. The deviations from the Contract Documents are too numerous to list and a completely revised submission of the proposed equipment or a submission of other equipment is required.

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c. One copy of the reviewed submittals will be returned to the Contractor. It is the Contractor's responsibility to provide copies to:

- Its Subcontractors.
- Its Materialmen and Suppliers.

unless notified otherwise in writing by the Engineer.

- 6) Disapproved drawings will be returned to the Contractor for correction and resubmission. After the Contractor has had the required corrections made on the original drawing, it shall again submit five copies for review by the Engineer.
- 7) The acceptance of Shop Drawings by the Engineer shall be only general in nature and shall not relieve the Contractor of any responsibility for the accuracy of the drawings, the proper fitting and construction of the Work or for the furnishing of materials or other Work required by the Contract Documents, but not shown on the Shop Drawings. Acceptance of Shop Drawings by the Engineer shall not be construed as approving departures from the Contract requirements unless specifically noted by the Engineer. Acceptance of Shop Drawings for one item shall not be construed as approval for other changes even if noted by the Contractor on the drawing.
- 8) Shop Drawings submitted other than in accordance with the outlined procedures will be returned to the Contractor for resubmission and the Contractor shall bear all expense and risk of all delays as if no Shop Drawings had been submitted.
- 9) No Work shall be performed until the Shop Drawings have been accepted by the Owner, and the Contractor shall be responsible for all costs and damages, which may result from proceeding prior to the approval of the Shop Drawings.

45. SEQUENCE OF CONSTRUCTION OPERATIONS

- A. It is mandatory that the premises continue to be occupied and facilities therein shall continue to function during the performance of the construction work.
- B. Detailed sequence of construction and availability of spaces in areas through which services must pass shall be coordinated between the Owner and the Contractor, before actual commencement of the Work.
 - 1) To enable the Work to be laid out and prosecuted in an orderly and expeditious manner, Contractor shall provide a proposed Progress Schedule, within fifteen (15) days after the issuance of the Notice to Proceed of this Contract unless otherwise directed in writing by the Construction Administrator. The proposed Progress Schedule shall show the anticipated time of commencement and completion of each of the various operations to be performed under this Contract; together with all necessary and appropriate information regarding the sequence and correlation of Work; and the Schedule of Shop Drawings and delivery of all materials and equipment required for the Work. The Contractor shall prepare a Master Progress Schedule (Schedule) for the Work. Contractor as directed by the Construction Administrator shall revise the proposed Schedule until each activity is properly sequenced to provide that the Work will be completed in the proper order and

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within the allotted Contract duration, without any conflicts. When the Construction Administrator has accepted the Schedule the Contractor will sign it. The Contractor shall then provide one (1) copy of such approved Schedule to each Subcontractor and two (2) copies to the Construction Administrator. Contractor shall afford its Subcontractors a reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate its Work with others.

Contractor shall strictly adhere to the Schedule unless changed as provided for in the following paragraph.

- 2) Within five (5) days after receiving notice of any change in the Contract, or of any Extra Work to be performed, or of any suspension of the whole or any portion of the Work, or of any other conditions which are likely to cause or are actually causing delays, Contractor must notify the Construction Administrator in writing of the effect, if any, of such change or Extra Work or suspension or other condition upon the previously approved schedule, and must state in what respects, if any, the Schedule should be revised, with the reasons therefor. These proposed changes in the Schedule shall be reviewed and, if appropriate, approved, in writing, by the Construction Administrator. Contractor must strictly adhere to the revised Schedule. Distribution of the revised Schedule shall be as described in paragraph B-1 above. Contractor's compliance with the requirements of this paragraph is in addition to, and not in lieu of, compliance with other notice requirements pertaining to delays and extensions of time contained elsewhere in the contract.
 - 3) The Schedule shall be reviewed by Contractor every two (2) weeks or as directed by the Construction Administrator.
 - 4) If Contractor shall fail to adhere to the approved Schedule, or to the Schedule as revised, they must promptly adopt additional means and methods of construction with no additional cost to the County that will make up for the lost time and will assure completion in accordance with such Schedule. The proposed means and methods shall be described in writing to the County within two (2) days after the Contractor discovered or should have reasonably discovered that the Schedule would not be met as originally proposed. Failure to comply with this requirement may result in the County enforcing its rights under the Contract including, without limitation, default of the Contract.
- C. From time to time as the Work progresses and in the sequence indicated by the approved Schedule, the Contractor must submit to the Construction Administrator a specific request in writing for each item of information or approval required. These requests shall be submitted sufficiently in advance of the date upon which the information or approval is actually required by the Contractor to allow for the time the Construction Administrator may reasonably take to act upon such submissions or resubmissions. The Contractor shall not have any right to an Extension of Time on account of delays due to its failure to timely submit requests for the information or approvals.
- D. Certain construction work shall be required, which will be disruptive to the Owner's staff insofar as noise, dirt and dust is concerned. The Contractor, therefore, shall

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perform such work during other than normal working hours. Subject to the requirements of law, the Owner imposes no limitation on the Contractor's working hours and whatever overtime work may be necessary or required shall be considered by the Contractor and reflected in its Bid Proposal without the benefit of extra compensation.

46. PROTECTION

- A. The Contractor shall at all times exercise all necessary precautions for the safety of the public, employees performing the work and County personnel. The Contractor shall provide and maintain barricades, danger signals and other safeguards about the work and shall be held responsible for all accidents or damages to persons or property caused by failure to do so throughout the progress of the work, and shall comply with all applicable provisions of Federal, State and County Safety Laws.
- B. The Contractor shall during the performance of its work, protect at all times all adjacent portions of the existing surfaces and existing equipment from damage due to the performance of the construction work.
- C. The Contractor shall furnish temporary facilities and/or temporary dust-proof partitions separating all work areas and access routes from those areas not involved in active alterations, so that this work will not interfere with the Owner's access or normal use of areas not allocated to the Contractor, or any essential service to such areas, when ordered by the Construction Administrator.

47. CLEANUP AND REMOVAL OF DEBRIS

- A. At the end of each working day, the Contractor shall sweep up and collect all the rubbish and place it in appropriate containers, furnished by the Contractor. Containers shall be kept at a location on, or adjacent to the work site, as designated by the Construction Administrator. Wood or cardboard crates and other debris of a similar nature shall be broken up, securely bundled and neatly stacked alongside the containers. Once each week and at the completion of the work, the Contractor shall remove all accumulated debris and rubbish.
- B. At the completion of the work, the Contractor shall clean all equipment, fixtures, surfaces and accessories, removing all dust and other foreign matter, ready for use by the Owner.

48. TEMPORARY SERVICE

- A. Sanitary facilities will be provided by the Owner for the Contractor and its personnel.
- B. The Owner will supply and pay for the cost of all-temporary water and temporary electric power (120 volt, 60 hertz). The Contractor shall furnish and install all temporary electrical and water connections required for work under this Contract, at and to locations as designated by the Construction Administrator.

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49. OPERATING TESTS

- A. Where operating tests are specified the Contractor shall test the work as it progresses and shall make satisfactory preliminary tests in all cases before applying to the Engineer for official tests.
- B. Official tests will be made in the manner specified for the different branches of the work, in the presence of the Construction Administrator or Engineer. Should defects appear they shall be corrected by the Contractor and the test repeated until the installation is acceptable to the Construction Administrator or Engineer and to any authorities having jurisdiction.
- C. No work of any kind shall be covered or enclosed before it has been tested and approved.
- D. The Contractor shall furnish all materials and apparatus, make connections and conduct tests, without extra compensation unless noted otherwise.

50. OPERATING INSTRUCTIONS AND PARTS LISTS

- A. Where the Specifications require any Contractor to supply equipment operating and maintenance instructions and spare parts lists prior to the completion of the work it shall provide three copies of the publications for each piece of equipment he has furnished and installed under the Contract, upon receipt of the approved shop drawings.
- B. Publications shall be prepared for the specific equipment furnished and installed, containing the following information, and shall not refer to other sizes, types or models of similar equipment:
 - 1) Clear and concise instructions for the operation, adjustment, lubrication and other maintenance of the equipment, including a complete lubrication chart.
 - 2) A complete listing of all parts for the equipment, with catalog numbers and other data necessary for ordering replacement parts.
- C. Advertising literature will not be acceptable.

51. CUTTING AND PATCHING

Contract with Single Bid:

- A. Where the project does not involve separate bids pursuant to the New York General Municipal Law the following will apply:
 - 1) Where walls, floors, ceilings, roofs or other items require cutting for the installation of new work, all such cutting shall be done by the Contractor with the approval of the Construction Administrator; and the Contractor shall patch the opening to make the cut portions match the adjacent finished surfaces, unless otherwise indicated.
 - 2) The Contractor shall not endanger any existing condition by its operations.
 - 3) The cost of all cutting and patching caused by the Contractor's negligence shall be

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borne by the Contractor.

Contract with Separate Bids:

- B. If the project is one where separate bid specifications are required pursuant to the New York General Municipal Law the following will apply:
- 1) A sufficient time in advance of the construction of new floors, walls, ceilings, roofs, or other items, each Contractor shall be responsible for properly locating and providing in place all sleeves, inserts and forms required for their work, and shall furnish the Contractor for General Construction with complete information relative to exact locations and dimensions of all required openings in the General Contractor's work. Other Contractors shall periodically consult the Job Progress Chart of the General Contractor so that they will not be delayed by their work requirements, but the General Contractor shall be obliged to give all other Contractors at least seventy-two hours notice before commencing the previously mentioned new construction work.
 - 2) The cost shall be borne by the responsible Contractor for all cutting, patching, re-waterproofing and re-caulking of new work necessary for reception of the work of a Contractor, caused by the Contractor's failure to timely or properly locate and provide in place all sleeves, inserts and forms required for its own work, or by a Contractor's failure to inform the General Contractor of required openings. The General Contractor shall do all cutting, patching, re-waterproofing and re-caulking of all new work no matter how or by whom such work was caused and shall be reimbursed for such extra work by the responsible Contractor, in accordance with the terms of the Contract. All cutting and patching shall have prior approval of the Construction Administrator.
 - 3) Where sleeves, inserts, forms or openings are required in existing walls, floors, ceilings roofs, or other existing items, all necessary cutting, patching, re-waterproofing and re-caulking required shall be done by the individual responsible Contractor, except for finished surfaces. The responsible Contractor shall do all rough patching to bring the cut areas to the proper surface ready to receive the finished surface. All finishing work required to make the cut portions match the adjacent finished surfaces shall be performed by the General Contractor.
 - 4) Each Contractor shall be responsible for coordinating their work with the work of all other Contractors engaged on the project. If directed, Contractors shall submit coordinated shop drawings showing how the fitting of the various parts of the work will be accomplished, for the Construction Administrator's acceptance.
 - 5) All cutting and patching shall be governed by the applicable divisions of the Specifications with regard to workmanship, materials and methods.
 - 6) No Contractor shall endanger any work by unauthorized cutting, excavating, or other alteration of the work, unless previously authorized by the Construction Administrator.

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52. CONFLICTS AMONG CONTRACT DOCUMENTS

In the event of any conflict among the Contract Documents, the Contractor shall notify the Commissioner and comply with the Commissioner's interpretation, according to the following priorities:

<u>Priority Order</u>	<u>Document</u>
1.....	Modification issued after execution of Agreement
2.....	Agreement between Owner and Contractor
3.....	Addenda issued prior to the execution of the Agreement (Later date to take precedence)
4.....	Special Notices
5.....	Technical Specifications
6.....	Construction Drawings:
6A.....	Schedule on Construction Drawings
6B.....	Notes on Construction Drawings
6C.....	Large Scale Details on Construction Drawings
6D.....	Small Scale Details on Construction Drawings
7.....	General Requirements
8.....	Special Clauses
9.....	Information for Bidders and General Clauses

53. RECORD DRAWINGS

- A. The Owner shall furnish, at the first job meeting, one set of "paper" copies of the contract drawing(s) - this is in addition to the five sets of contract drawings as described in the Article "Contract Drawings" of the General Requirements; for the Contractor's use to indicate change(s) as they occur for the duration of the construction work. Upon request from the Contractor, the County will supply the Contractor a copy of the original Contract Drawings in AutoCAD format.
- B. The Contractor shall record neatly and legibly, using reasonable drafting care, all approved change(s) (including minor revisions or corrections of pipes, ducts, electric outlets, circuit panels and other features, as well as invert elevations and locations of underground lines).
- C. When all approved changes are recorded and clearly identified, the Contractor shall prepare a set of "as-built" (record) drawings, in the latest version of AutoCAD, using the approved County format and associated CAD layering guidelines, with 24" x 36" drawing sizes, showing the project as built including all changes in the work made during construction based on marked-up prints, drawings, and other data. These drawings shall be filed on a CD and submitted to the Construction Administrator.
- D. All additional "paper" or reproducible drawings are to be obtained by the Contractor at their own expense.

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54. TIME

- A. All time limits (see Article “Required Time For Completion Of The Work” of the General Requirements, and, Article “Time Of Starting” of the Information For Bidders) stated in the specifications are of the essence of the Contract.
- B. The Contractor may perform all necessary labor during other than normal working hours. The Owner imposes no limitation of the Contractor's working hours and whatever overtime work may be necessary or required shall be considered by the Contractor and reflected in its Bid Proposal without the benefit or extra compensation. The Contractor must give a minimum of four (4) hours notice to the Construction Administrator when overtime Work is necessary. The Contractor shall promptly pay to the County the additional cost of the Engineer and Construction Administrator for inspection services during the overtime Work.

55. ACCELERATION OF THE WORK

The Owner may, at its sole discretion and for any reason, require the Contractor to accelerate the schedule of performance by providing overtime, extended day, extra crews, Saturday, Sunday and/or holiday work and/or by having all or any subcontractors designated by the Owner provide overtime, extended day, extra crews, Saturday, Sunday or holiday work by the Contractor's or his subcontractor's own forces, and such requirements is independent of and not related in any way to any apparent inability of the Contractor to comply with the schedule(s), Milestone(s) and/or completion date requirements, the Owner, pursuant to a written change order as signed by the Commissioner shall reimburse the Contractor for the direct cost to the Contractor of the premium time for the labor utilized by the Contractor in such overtime, extended day, extra crews, Saturday, Sunday or holiday work (but not for the straight time costs of such labor) together with any social security and state or federal unemployment insurance taxes in connection with such premium time. However, no overhead, supervision costs, commissions, profit or other costs and expenses of any nature whatsoever, including impact costs or costs associated with lost efficiency or productivity, shall be payable in connection therewith. Anything to the foregoing notwithstanding, in the event that the Contractor has fallen behind schedule or in the Owner's judgment appears likely to fall behind schedule, Owner shall have the absolute right to direct the Contractor to accelerate the performance of its work, including that of its subcontractors, and the full costs for such acceleration shall be borne solely by the Contractor.

56. ULTRA LOW SULFUR DIESEL FUEL

- A. Contractors and Subcontractors operating onroad and nonroad vehicles to perform County work must power those vehicles with ultra low sulfur diesel fuel. Ultra low sulfur diesel fuel is any diesel fuel that has a sulfur content of no more than fifteen parts per million.
- B. In addition, all onroad and nonroad diesel vehicles used to perform County work and equipped with a model year 2003 or older engine shall utilize the best available

GENERAL CLAUSES

technology² in accordance with the following schedule:

- a) effective September 1, 2007 - 35% of all such motor vehicles used on this project;
- b) effective September 1, 2008 - 65% of all such motor vehicles used on this project;
- c) effective September 1, 2009 - 100% of all such motor vehicles used on this project.

- C. All onroad and nonroad diesel vehicles to perform County work having a gross vehicle weight rating of more than 14,000 pounds shall utilize the best available technology or be equipped with an engine certified to the applicable 2007 United States Environmental Protection Agency ("EPA") standard for particulate matter as set forth in Section 86.007-11 of Title 40 of the Code of Federal Regulations or to any subsequent EPA standard for such pollutant that is at least as stringent, in accordance with the following schedule:
 - a) by September 1, 2007 - 35% of all such motor vehicles;
 - b) by September 1, 2008 - 65% of all such motor vehicles;
 - c) by September 1, 2009 - 100% of all such motor vehicles
- D. Any contractor who violates any provision of Section 873.1329 shall be liable for a civil penalty not to exceed ten thousand dollars plus twice the amount of money saved by such contractor for failure to comply with this section.
- E. Any contractor who makes a false claim may be liable for a civil penalty not to exceed twenty thousand dollars, in addition to twice the amount of money saved by such contractor as a result of having made such false claim.
- F. Nothing in this section shall be construed to limit the County's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity pre-qualification as a vendor, or otherwise deny a person or entity public entity business.
- G. If sufficient quantities of ultra low sulfur diesel fuel are not available to meet the needs of a contractor to fulfill the requirements of this contract, the Contractor may submit a written request to the Commissioner to use diesel fuel with a sulfur content of no more than thirty parts per million as long as the contractor shall use whatever quantity of ultra low sulfur diesel fuel that is available. Such determination shall be made in writing on a case by case basis upon written application to the Commissioner. If the Commissioner grants such authority it shall expire sixty days thereafter and may be renewed upon written request for additional periods of sixty days.

² Best Available Technology means a system for reducing the emission of pollutants which is based on technology verified by the U.S. Environmental protection Agency or the California Air Resources Board or which has been identified pursuant to NYC's Department of Environmental Protection that (1) reduces diesel particulate matter emissions by at least 85 percent, as compared to a similar engine operating on traditional diesel fuel without emission control technology, or reduces engine emissions to 0.01 grams diesel particulate matter per brake horsepower per hour or less; and 2) achieves the greatest reduction in emissions of nitrogen oxides at a reasonable cost and in no case produces a net increase in nitrogen oxides in excess of 10%.

GENERAL CLAUSES

H. The Contractor, in order to comply with Subsections B & C above, must retrofit its vehicles to include both of the following in order to comply with the Best Available Technology Requirements:

- Diesel Oxidation Catalysts (DOC)
- Crankcase Vent Filters (CVF)

If the Contractor wants to propose an alternative technology it must submit a written request to the Commissioner with sufficient detail to enable the Commissioner to make a determination as to whether to accept the alternative technology. Any approval of alternative technology must be in writing.

57. QUALIFIED TRANSPORTATION FRINGE PROGRAM

EXECUTIVE ORDER NO. 7-2005

Requires that contractors, concessionaires and vendors doing business with the County enroll in a Qualified Transportation Fringe Program as defined in §132(f)(1) of the IRS Tax Code for all contracts for goods or services of \$100,000 or more in any twelve month period during the contract term if such contractor, concessionaire or vendor employs more than 25 individuals who utilize public transportation and/or pay for commuter parking at least 1 day per week regardless of whether those employees are engaged in work pursuant to the contract.

Bidders shall submit the signed statement on Proposal Page 34. Notwithstanding the above, a Bidder may submit a Waiver Application on Proposal Page 35 to the Commissioner.

58. USE OF FLUORESCENT LIGHT BULBS & ENERGY EFFICIENT BULBS

The use of incandescent light bulbs is prohibited in County-owned buildings and facilities. Only fluorescent light bulbs may be installed in County buildings and facilities. Exterior lights must utilize energy-efficient bulbs. For further details see Article 58 of the General Clauses.

59. COUNTY OF WESTCHESTER PHOSPHORUS-FREE LAWN FERTILIZER POLICY

Executive Order 8-2007 limits the use of lawn fertilizers containing phosphorous and other compounds containing phosphorous, such as phosphate on County owned property.

EXECUTIVE ORDER NO.8 OF 2007

WHEREAS, the New York City water supply watershed is a critical drinking water source for approximately eight million New York City consumers and approximately one million upstate consumers. Over eighty-five percent (85%) of Westchester County's residents consume water from the New York City water supply system; and

WHEREAS, eutrophication is a natural aging process of lakes or streams brought on by

GENERAL CLAUSES

nutrient enrichment. Eutrophication can be greatly accelerated by human activities that increase the rate at which nutrients and organic substances enter aquatic ecosystems from their surrounding watersheds; and

WHEREAS, as a result of accelerated eutrophication, enhanced plant growth reduces dissolved oxygen in the water creating severely impaired water bodies with unpleasant water taste and odor, discoloration, release of toxins and increased turbidity that interferes with the health and diversity of indigenous fish, plant, and animal populations and with the recreational use of rivers, lakes and wetlands. Consequently, eutrophication restricts water use for fisheries, recreation, industry, and drinking due to the increased growth of undesirable algae and aquatic weeds and the oxygen shortages caused by their death and decomposition; and

WHEREAS, nutrient pollution due to human activities is one of the leading causes of eutrophication in the NYC Watershed, and is specifically accelerated by the introduction of excessive phosphorus into the environment. In fact, most reservoirs in the East of Hudson portion of the New York City Watershed (5 of the 7 located in Westchester County) are designated as phosphorous-restricted basins in accordance with the New York City Watershed Rules & Regulations due to excessive phosphorous volumes which have not been reduced despite phosphorous reductions mandated by the New York State Department of Environmental Conservation (NYSDEC); and

WHEREAS, one unnecessary source of phosphorus pollution in the watershed is the many pounds of lawn fertilizer applied by residents and businesses in the County of Westchester each year; and

WHEREAS, when phosphorus fertilizer is applied to phosphorus-rich lawns, much of the excess simply runs off of the lawn into the storm drainage systems where it can be carried into rivers, lakes, streams, and wetlands, causing eutrophication; and

WHEREAS, soil tests conducted pursuant to a six-year study by the Cornell Cooperative Extension, an extension of the State's designated Land-Grant University, have shown that approximately 90% of the lawns in Westchester County have medium-to-high levels of phosphorus; and

WHEREAS, the New York City Watershed Pesticide and Fertilizer Technical Working Group, established by the New York City Watershed Memorandum of Agreement, issued a report in 2000, noting the high percentage of phosphorus in regional soils and recommending that phosphorus-based lawn fertilizers be added only when a soil analysis identifies phosphorus deficiencies.

WHEREAS, the proposed Stormwater Phase II regulations recently issued by the New York State Department of Environmental Conservation, and which are expected to go into effect in January of 2008, will allow the use of phosphorus-based lawn fertilizers on municipally-owned land only where soil testing indicates that phosphorus concentrations are inadequate, in order to ensure that municipalities in the New York City Watershed are

GENERAL CLAUSES

taking satisfactory steps to achieve the above-referenced mandatory phosphorous reductions.

WHEREAS, the United States Environmental Protection Agency has also determined that a Nonpoint Source Implementation Plan was necessary in the Croton Watershed because the phosphorus reductions necessary to meet the targeted applicable water quality standards could not be achieved by wastewater treatment plant upgrades alone; and

WHEREAS, Section 110.11 of the Laws of Westchester County places the responsibility to supervise, direct and control, subject to law, the administrative services and departments of the county, upon the County Executive; and

WHEREAS, I have determined that restricting the application and use of lawn fertilizer containing phosphorus on all County-owned property will address one source of unnecessary and preventable phosphorus pollution and will improve water quality in the County; and

WHEREAS, the Department of Planning, after review of the applicable regulations under the State Environmental Quality Review Act, has advised that this Executive Order has been classified as a Type II action, pursuant to 6 N.Y.C.R.R. § 617.5(c)(20), “routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment,” and 6 N.Y.C.R.R. § 617.5(c)(27), “adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list.” As such, no further environmental review is required.

GENERAL CLAUSES

NOW THEREFORE, I, _____, County Executive of the County of Westchester, in light of the aforementioned, do hereby order and direct each and every department, board, agency, and commission of the County of Westchester under my jurisdiction to ensure that the policies and procedures set forth in the following Phosphorus-Free Lawn Fertilizer Policy are complied with.

COUNTY OF WESTCHESTER PHOSPHORUS- FREE LAWN FERTILIZER POLICY

I. Definitions:

- (1) "Certified laboratory" means any laboratory certified by the New York State Department of Health pursuant to section five hundred two of the New York State Public Health Law to conduct soil analysis.
- (2) "Commercial fertilizer" means any substances containing one or more recognized plant nutrients which is used for its plant nutrient content, and which is designed for use or claimed to have value in promoting plant growth, except unmanipulated animal or vegetable manures, agricultural liming material, wood ashes, gypsum and other products exempted by regulation of the New York State Commissioner of Agriculture and Markets.
- (3) "Lawn fertilizer" means a commercial fertilizer distributed primarily for non-farm use, such as lawns, shrubbery, flowers, golf courses, municipal parks, cemeteries, greenhouses and nurseries, and such other use as the commissioner may define by regulation. Lawn fertilizer does not include fertilizer products intended primarily for garden and indoor plant application.

II. Use and Application of Lawn Fertilizer:

- (1) Any lawn fertilizer that is labeled as containing more than 0% phosphorus or other compound containing phosphorus, such as phosphate, shall not be applied upon any County-owned property, except as provided in section III. Of this Executive Order.
- (2) No lawn fertilizer shall be applied upon County-owned property when the ground is frozen.
- (3) Lawn fertilizer shall not be applied to any impervious surface upon County-owned property, including parking lots, roadways, and sidewalks. If such application occurs, the fertilizer must be immediately contained and either applied to turf in a manner consistent with this Executive Order or placed in an appropriate container.

III. Exemptions:

The prohibition against the use of lawn fertilizer under section II of this Executive Order shall not apply to:

GENERAL CLAUSES

(1) Newly established turf or lawn areas during their first growing season.

(2) Turf or lawn areas that soil tests, performed within the past three years by a certified laboratory or by the Cornell University Cooperative Extension of Westchester County, confirm the need for additional phosphorus application in accordance with the phosphorus levels established by the Cornell University Cooperative Extension of Westchester County. The lawn fertilizer application shall not contain an amount of phosphorus exceeding the amount and rate of application recommended in the soil test evaluation.

(3) Agricultural uses, vegetable and flower gardens, or application to trees or shrubs.

IV. The transition to phosphorus-free lawn fertilizer shall occur as soon as possible in a manner that avoids wasting of existing inventories; accommodates establishment of supply chains for new products; enables the training of County employees and licensees in appropriate work methods; and allows the phase-out of products and practices inconsistent with this Executive Order. However, in no event shall lawn fertilizer containing phosphorus (i.e., labeled as containing more than 0% phosphorus or other compound containing phosphorus, such as phosphate) be applied upon County-owned property after January 1, 2009, unless an exemption set forth in Section III of this Executive Order applies.

V. This Executive Order shall take effect on the date hereof, and shall remain in effect until otherwise superseded, repealed, modified or revoked.



SAMPLE FORMS

DEPARTMENT OF PUBLIC WORKS

Division of Engineering

SAMPLE FORMS

AFFIRMATIVE ACTION PROGRAM REQUIREMENT- SUBCONTRACTOR(S)

County of Westchester, Department of Public Works

(To Be Completed By Subcontractor and Submitted with Request to Utilize Subcontractor)

Affirmative Action Program

An approved Affirmative Action Plan shall be required for all Subcontractors for public work where the subcontracted work exceeds \$50,000 or more than fourteen (14) persons are employed by the Subcontractor.

Does the Subcontractor participate in an approved Affirmative Action Program? Yes [☐] No [☐]

If Yes, give name of Program: _____

If No, how many employees will the Subcontractor employ on this project? _____

An approved Affirmative Action Program shall mean a plan approved or adopted by Westchester County including but not limited to, the Home-Town Plan, the Recruitment Training Program or any other program approved or meeting the requirements of the State or Federal government.

The "Monthly Employment Utilization Report" of the Sample Forms, shall be filled out by the Contractor and/or Subcontractor(s) who are required to have an Affirmative Action Program, prior to the start of the work.

SAMPLE FORMS

CONTRACTOR'S REPORT OF EMPLOYMENT AND WEEKLY AFFIDAVIT

County of Westchester, Department of Public Works

Contract No. _____

Report No. _____

Week(s) ending _____

Title of Contract and Location _____

Contractor or Subcontractor _____

Address _____

STATE OF _____)
COUNTY OF _____) SS.:

I, _____, being duly sworn, depose and say:

1. I pay or supervise the payment of the persons employed by _____
(Contractor or Subcontractor)
in connection with the above referenced contract;

2. During the payment period commencing on the ____ day of _____,
20____ and ending on the _____ day of _____, 20____, all persons employed by
_____ in connection with such contract have been paid in full
(Contractor or Subcontractor)
weekly wages and supplements earned by such persons except the following: (strikeout, if not
applicable)

3. Such persons have been paid the prevailing rate of wages and the supplements as
determined and required by Section 220 of the New York State Labor Law.

SAMPLE FORMS

4. No rebates or deductions have been deducted from such wages and supplements except as authorized or required by applicable statutes or regulations of the Federal, State and County Governments.

5. The following is a true and accurate summary of wages and supplements paid:

_____ During the week _____ Total to date

Number of names on payroll _____

Hours worked _____

Total wages earned _____

6. I have read the foregoing statement of wages and supplement, know the contents thereof, and the same is true to my own knowledge.

(Signature)

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) ss.:

On this _____ day of _____, 20____, before me personally came _____ to me known, and known to me to be the person who executed the above instrument, and who being duly sworn did say that he executed the same.

Sworn to before me
this _____ day of _____

License No.

Notary Public - State of New York

SAMPLE FORMS

MONTHLY EMPLOYMENT UTILIZATION REPORT
County of Westchester, Department of Public Works

<u>MONTHLY EMPLOYMENT UTILIZATION REPORT</u>										JOB TITLE:		CONTRACT NO.:					
WESTCHESTER COUNTY DEPARTMENT OF PUBLIC WORKS DIVISION OF ENGINEERING										NAME AND LOCATION OF CONTRACTOR:		REPORTING PERIOD: FROM: _____ TO: _____					
CONSTRUCTION TRADE	CLASSIFICATION	TOTAL ALL EMPLOYEES BY TRADE				BLACK (NOT HISPANIC ORIGINAL)		WORK HOURS OF EMPLOYMENT				MINORITY PERCENTAGE %	FEMALE PERCENTAGE %	TOTAL NUMBER OF EMPLOYEES		TOTAL NUMBER OF MINORITY EMPLOYEES	
		M	HRS	F	HRS	M	F	M	F	HISPANIC	ASIAN OR PACIFIC ISLANDERS			AMERICAN INDIAN OR ALASKAN NATIVE	M	F	M
	JOURNEY WORKER																
	APPRENTICE																
	TRAINEE																
	SUB-TOTAL																
	JOURNEY WORKER																
	APPRENTICE																
	TRAINEE																
	SUB-TOTAL																
	JOURNEY WORKER																
	APPRENTICE																
	TRAINEE																
	SUB-TOTAL																
	JOURNEY WORKER																
	APPRENTICE																
	TRAINEE																
	SUB-TOTAL																
	JOURNEY WORKER																
	APPRENTICE																
	TRAINEE																
	SUB-TOTAL																
	TOTAL JOURNEY WORKER																
TOTAL APPRENTICES																	
TOTAL TRAINEES																	
GRAND TOTAL (#HRS & #EMPL)																	
COMPANY OFFICIAL'S SIGNATURE AND TITLE:										TELEPHONE NUMBER (Include Area Code):				DATE SIGNED:		PAGE: _____ OF _____	

This report must be filled out by all contractors (both prime and sub) who are required to have an Affirmative Action Program, and must be filed with the Engineer by the 5th day of each month during the term of the Contract, and shall include the total work hours of each employee classification in each trade in the covered area for the Monthly Reporting Period. The Prime Contractor shall submit a report for its Aggregate Work Force and collect and submit reports for each subcontractor's Aggregate Work Force to the Engineer.

SHOP DRAWING SCHEDULE
County of Westchester, Department of Public Works

Forms Page 5

SAMPLE FORMS

SHOP DRAWING ID

County of Westchester, Department of Public Works

WESTCHESTER COUNTY DRAWING _____ OF _____

NAME OF PROJECT

Date _____

Contract No. _____

Item/Model No. _____

Manufacturer _____

Contract Drawing No. _____

Specification Section _____

This document has been reviewed, coordinated and checked for accuracy of content and for compliance with the Contract Documents. The information contained herein has been coordinated with all other Contract Work.

Contractor _____

Signed _____

REQUEST FOR APPROVAL OF EQUAL
County of Westchester, Department of Public Works

[illegible]

Forms Page 7

REQUEST FOR APPROVAL OF SUBSTITUTIONS

<u>ITEM NO.</u>	<u>ITEM</u>	<u>SUBSTITUTION</u>	<u>COST OF SPECIFIED ITEM</u>	<u>COST OF SUBSTITUTED ITEM</u>	<u>SAVINGS TO COUNTY</u>
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This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Forms Page 8

SAMPLE FORMS

CONTRACTOR'S ULTRA LOW SULFUR DIESEL FUEL AFFIDAVIT

County of Westchester, Department of Public Works

Contract No. _____ Period Included in this Report: _____, 20__ to _____, 20__

Title of Contract and Location _____

Contractor _____

Address _____

Subcontractor _____

Address _____

STATE OF _____) ss.:
COUNTY OF _____)

I, _____ being duly sworn, depose and say:
(print name) (print title)

1. I certify under penalty of perjury that I agree to comply with the requirements of Chapter 878, Article XIII, Section 873.13.29 of the Laws of Westchester County.
2. During the period _____ through _____, all diesel-powered vehicles, used in the performance of Contract No. _____, were powered by ultra low sulfur diesel fuel (15 ppm Sulfur Maximum).
3. No fuel other than Ultra Low Sulfur Diesel Fuel (15 ppm Sulfur Maximum) was utilized on this project for the above described vehicles.
4. The annexed Ultra Low Sulfur Diesel Fuel Log is a true and accurate summary of the low sulfur diesel fuel (15 ppm Sulfur Maximum) purchased and utilized in the performance of this project.
5. I have read the foregoing statement, have full knowledge of the contents thereof, and it is my intent that the County of Westchester will rely on the statements contained herein.

(Signature)

STATE OF _____) ss.:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally came _____ to me known, and known to me to be the person who executed the above instrument, and who being duly sworn did say that he/she executed the same.

Sworn to before me this

_____ day of _____, 20__.

Notary Public

The Ultra Low Sulfur Diesel Fuel-Log must be attached.

This Certification also has to be submitted by your subcontractor(s). *Additional copies of this form can be acquired from the Department of Public Work.*

SAMPLE FORMS

ULTRA LOW SULFUR DIESEL FUEL (15 ppm Sulfur Maximum) – LOG

Period of Log: _____ through _____

Contract No. _____

Title of Contract and Location _____

Contractor or Subcontractor _____

Address _____

Date of Purchase	Name and Address of Vendor (Print)	Gallons Purchased

A Separate Copy of this Certification will also have to be signed by each of your subcontractors that utilize diesel powered vehicles, fifty horsepower or greater, on the above project. Additional copies of this form can be acquired from the Department of Public Works.

- ☐ New
☐ Change
☐ No Change

**Electronic Funds Transfer (EFT)
Vendor Direct Payment Authorization Form**

INSTRUCTIONS: Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions (Forms Page 21). If you previously submitted this form and there is no change to the information previously submitted, ONLY complete lines 1 through 6 of section 1.

Section I - Vendor Information

1. Vendor Name:

2. Taxpayer ID Number or Social Security Number:

--	--	--	--	--	--	--	--	--	--

3. Vendor Primary Address

4. Contact Person Name:

Contact Person Telephone Number:

5. Vendor E-Mail Addresses for Remittance Notification:

6. Vendor Certification: *I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.*

Authorized Signature_____
Print Name/Title_____
Date**Section II- Financial Institution Information**

7. Bank Name:

8. Bank Address:

9. Routing Transit Number:

--	--	--	--	--	--	--	--	--	--

10. Account Type:
(check one)☐ Checking☐ Savings

11. Bank Account Number:

12. Bank Account Title:

13. Bank Contact Person Name:

Telephone Number:

14. FINANCIAL INSTITUTION CERTIFICATION (required **ONLY** if directing funds into a Savings Account **OR** if a voided check is not attached to this form): *I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial Institution, I certify that this financial Institution is ACH capable and agrees to receive and deposit payments to the account shown.*

Authorized Signature_____
Print Name / Title_____
Date

**(Leave Blank - to be completed by
Westchester County) - Vendor number assigned**

(WC DPW E Version 11/3/08)

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Forms Page 11

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Board of Acquisition and Contract, 148 Martine Ave, Room 104, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. THIS IS VERY IMPORTANT. This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.



SAMPLE CONTRACT AND BOND
FOR CONSTRUCTION

DEPARTMENT OF PUBLIC WORKS

Division of Engineering

WESTCHESTERGOV . COM

**DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER**

CONTRACT AND BOND

FOR CONTRACT

NOTE: ONLY PROVIDED AS A SAMPLE IN THESE SPECIFICATIONS FOR INFORMATIONAL PURPOSES AND NOT TO BE EXECUTED WHEN SUBMITTING THE BID PROPOSAL. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO EXECUTE THESE DOCUMENTS, AS MORE FULLY DESCRIBED IN THE PROPOSAL REQUIREMENTS.

CONTRACT NO.

Amount of Contract \$

THIS AGREEMENT made this ____ day of _____, 200__, by and between the COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, hereinafter, "County", and

hereinafter called the "Contractor", WITNESSETH as follows:

WHEREAS, the Commissioner of Public Works, hereinafter called "Commissioner", by virtue of the power and authority in him vested did advertise for proposals and bids for:

Westchester County, New York, to furnish all labor, tools, implements and materials that may be requisite and necessary to the execution and completion of the work according to the plans, specifications, profiles and other drawings relating to such work, as approved by the County of Westchester and now on file in the Office of the Commissioner, and

WHEREAS, the Contractor did bid for said work in the manner and form as required by said plans and specifications and, being the lowest responsible bidder therefore, was duly awarded the Contract for such work at prices named in the itemized proposal by a resolution of the Board of Acquisition and Contract of the said County of Westchester.

NOW THEREFORE, the Contractor, in consideration of the prices so named for the various items of work to be paid for as hereinafter provided, does for itself, its representatives, agents, executors, administrators, successors or assigns, covenant and agree with the County that it, the said Contractor, shall and will at its own proper costs and charges and in conformity with said plans and specifications which are made a part of this Contract without setting forth same herein, provide all manner and kind of materials, molds, models, cartage, appliances and appurtenances required and of every description necessary for the due and proper performance of this Contract and the completion of said work to be done under the supervision and direction of the Commissioner, in a good workmanlike manner and in conformity with said plans and specifications without any alteration, deviation, additions, or omissions therefrom except upon due request and under the written direction of said Commissioner.

The Contractor acknowledges receipt of the "Information for Bidders, General and Special Clauses, Specification, Proposal and Plans" relating to this Contract, as well as all issued Addenda thereto, all of which are expressly incorporated in this Contract as if fully set forth herein.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties to this Contract that if in the opinion of the said Commissioner of the County of Westchester it shall become necessary to make any change in the work called by the plans and specifications which are a part of this Contract, whereby, consistent with the Information for Bidders, the work contemplated by said plans and specifications is modified and reduced and the costs and expenses of such work lessened, that then and in that event the Contractor will do the work as changed and modified and the said Commissioner shall estimate the difference between the original estimate of quantities therefor and the amount that should be paid by reason of the modification and change and the difference shall be deducted from the original estimate of quantities therefore of said Contract and said Contractor shall be paid accordingly. The estimate of said Commissioner shall be final and conclusive upon the parties hereto and may not be challenged except in a proceeding commenced pursuant to Article 78 of the Civil Practice Law and Rules. Any changes, modifications or deductions shall in no way invalidate this Contract and said Contractor agrees that in the event of any such change or modification reducing the original, estimated quantities therefore, it will not make any claim for any profit, or loss of profit by reason thereof. Notwithstanding any dispute or disagreement arising hereunder, Contractor agrees that the Work shall not be delayed nor disrupted by reason thereof.

The County hereby covenants and agrees with the said Contractor, in consideration of the covenants and agreements herein being strictly and in all respects complied with by the said Contractor as specified, that it will well and truly pay unto the said Contractor the unit prices set forth in the Proposal for the various items included in the Contract.

All partial payments will be made in accordance with the provisions set forth in the "Information for Bidders" and especially that part thereof which relates to "Estimates and Payments".

Furthermore, all partial payments will be made on the claim voucher and verified certificate of the Commissioner, both of which shall be filed in the Office of the Commissioner of Finance of the County of Westchester. The said claim voucher shall show the value of the work completed and the verified certificate shall show the said work was done in accordance with the plans and specifications.

With the final estimate the Contractor shall furnish to the Construction Administrator a sworn statement listing all unpaid bills and liabilities incurred under this Contract up to and including the date of the estimate. Where there are any bills or liabilities in excess of moneys due under any estimate under this Contract, the Construction Administrator may withhold payment of the estimate pending a satisfactory proof of settlement or adjustment of any excess claims. No final estimate will be approved or passed for payment unless and until the Contractor furnishes satisfactory proof that all bills and liabilities incurred under the Contract are paid in full and complies with the requirements of Section 220-a of the Labor Law.

Acceptance shall be effected as follows: whenever, in the opinion of the Commissioner, the Contractor shall have completely performed the Contract on his part to be performed, the Commissioner shall so certify in writing to the Board of Acquisition and Contract of the County and file such certificate with the said Board, stating therein, in substance that the work has been duly examined by him and that the same has been fully performed and completed in accordance

with the terms of the Contract therefor, and recommending the acceptance thereof. When the Board of Acquisition and Contract by resolution duly adopts, approves and ratifies, the said acceptance shall be complete. No final payment shall be made under this Contract until such certificate of completion and recommendation of acceptance have been approved and ratified by a resolution of said Board of Acquisition and Contract.

Unless otherwise provided for in the contract documents, the Commissioner may take over, use, occupy or operate any part of the Work at any time prior to Final Acceptance upon written notification to the Contractor. The Engineer shall inspect the part of the Work to be taken over, used, occupied or operated, and will furnish the Contractor with a written statement of the Work, if any, that remains to be performed on such part. The Contractor shall not object to, nor interfere with, the Commissioner's decision to exercise the rights granted herein. In the event the Commissioner takes over, uses, occupies or operates any part of the work: (i) the Commissioner shall issue a written determination of Substantial Completion with respect to such part of the Work; and (ii) the Contractor shall be relieved of its absolute obligation to protect such part of the unfinished work in accordance with Article 20 of the General Clauses.

The Commissioner will approve a final estimate for final payment consistent with the authorization of final acceptance from the Board of Acquisition and Contract less previous payments and any and all deductions authorized to be made by the Commissioner under the Contract or law. Payment pursuant to such final estimate less any additional deductions authorized to be made by the Commissioner of Finance under the Contract or law shall constitute the final payment and shall be made by the Commissioner of Finance. If the contract is terminated prior to final acceptance the Commissioner is authorized to prepare a final payment as otherwise authorized by the Board of Acquisition and Contract subject to the above noted adjustments.

Upon the completion and acceptance of this Contract by the Board of Acquisition and Contract, as aforesaid, the Commissioner shall proceed with all reasonable diligence to ascertain from actual measurements the whole amount of work done by the Contractor, and also the value of such work under and according to the terms of this Contract, and thereupon make out in writing a final estimate therefor.

After the completion and acceptance as herein above-mentioned, the Commissioner of Public Works shall file with the Commissioner of Finance of the County of Westchester the original verified certificate, claim voucher and the certification required by Section 220-a of the Labor Law, together with a certified copy of the resolution of approval and ratification of the Board of Acquisition and Contract of the said verified certificate and claim voucher and the resolution of acceptance of completion.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties to this Contract that the Contractor will accept the unit prices named in the proposal for all additions to or deductions from the original quantities as given in the specifications. It is agreed that the Commissioner will make estimates of the value for the work completed as provided in the specifications and the final estimate will be made accordingly.

The Contractor further agrees that if at any time before or within thirty days after the whole of the work herein agreed to be performed has been completed and accepted any person or persons claiming to have performed any labor or furnished any material towards the performance and completion of this contract shall file with the proper officials any such notice as is described in the Lien Law, or any other act of the Legislature of the State of New York, the Contractor shall cause such Lien to be discharged of record. Otherwise and in every case and until the Lien is discharge of record the County shall retain, anything herein to the contrary notwithstanding, from the moneys under its control and due or to grow due under this Contract the sum of one hundred fifty (150%) percent of the amount of such Lien, unless otherwise authorized to withhold a larger amount. The Contractor further agrees to pay the County upon demand the costs, including but not limited to attorney's fees, incurred by the County in any action(s) brought to foreclose or otherwise enforce said Lien.

The Contractor covenants and agrees to commence the work embraced in this Contract within Ten [10] calendar days after service upon him, by the Commissioner, of written notice instructing him to begin the work and shall complete the same in all respects within _____ consecutive calendar days computed from the date of such Notice to Commence.

It is further understood and agreed by the parties hereto that the time of completion is of the essence of this Contract.

It is further understood and agreed by the Contractor that before entering upon the performance of this Contract it shall have approved by the County Attorney the Bond required to be furnished by it in the sum of-----
[\$ _____] conditioned for the faithful performance of the work.

The Contractor hereby covenants and agrees to observe the plans, specifications and directions of the Commissioner in the doing of the work provided for under this Contract and to furnish the necessary materials and implements required therefore and to remove condemned material and rubbish as provided by plans and specifications and to employ a competent and sufficient force of workmen to complete the work of this improvement within the time specified. Should the Contractor at any time become insolvent, make an assignment for the benefit of creditors, abandon the Work, reduce its working force to a number which, if maintained, would be insufficient, in the sole opinion of the Commissioner, to complete the Work in accordance with the approved progress schedule; sublet, assign or otherwise dispose of this Contract other than as permitted elsewhere herein, refuse or neglect to supply a sufficiency of properly skilled workmen, or of material of the proper quantity or fail in any respect to prosecute the work with promptness and diligence, or fail in any other way in the performance of any of the agreements herein contained; all the foregoing being deemed acts of default, and such default being certified by the Commissioner, the County of Westchester, acting by the Board of Acquisition and Contract, shall be at liberty after five days written notice to the Contractor to provide any such labor or materials, use any and all sums due or to become due to the Contractor under this Contract, to pay for such labor and material, and if the Commissioner shall certify that such default is sufficient ground for such action, the County of Westchester acting by the Board of Acquisition and Contract, shall also be at liberty to terminate the employment of the Contractor for the said work and to enter upon the premises and take possession for the purpose of completing the work included under this Contract of all materials, tools and appliances thereon

and to employ any other person or persons to finish the work and provide the materials therefore. Upon the Contractor's receipt of a notice from the County the Contractor shall immediately discontinue all further operations under this Contract. In case of such termination, the Contractor shall not be entitled to receive any further payment under this Contract until the said work shall be wholly finished, at which time if the unpaid balance of the amount to be paid under this Contract shall exceed the reasonable value of the work performed and the material furnished or the total costs therefor, whichever is greater, in finishing the work, such excess shall be paid by the County of Westchester to the Contractor, but if such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the County.

The expense incurred by the County and the total costs as herein provided either for furnishing materials or for finishing the work and any damage incurred through such default shall be certified by the Commissioner whose certificate thereof shall be final and conclusive upon the parties and may not be challenged except in a proceeding commenced pursuant to Article 78 of the Civil Practice Law and Rules.

In case the County shall declare the Contractor in default as to a part of the work only, the Contractor shall immediately discontinue such part, shall continue performing the remainder of the Work in strict conformity with the terms of the Contract.

In completing the whole or any part of the Work under the provisions of this Contract, the Commissioner shall have the power to depart from or change or vary the terms and provisions of this Contract. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the Commissioner's certification of the cost of completion referred to above, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the Contractor hereunder but for his default or partial default.

In addition to termination as provided for above, the County may terminate this Contract for the convenience of the County by written notice to the Contractor from the Commissioner. In such event and upon receipt of such notice the Contractor shall stop work on the date specified in the notice; take such actions as may be necessary to protect and preserve the County's materials and property; cancel all cancelable orders for material and equipment; assign to the County and deliver to the jobsite or any other location designated by the Commissioner any non-cancelable orders for material and equipment that is not capable of use except in the performance of this Contract and which has been specifically fabricated for the sole purpose of this Contract and not incorporated in the Work; and take no action that will increase the amounts payable by the County under this Contract.

In the event the contract is cancelled for the convenience of the County the following provisions shall apply:

- (a) For Work completed prior to the notice of termination, the Contractor shall be paid the fair and reasonable value of its work determined by the pro rata portion of the lump sum bid amount based upon the percent completion of the Work as of the date of termination as determined by the Commissioner, plus work completed pursuant to approved change orders, less amounts

previously paid. For purposes of determining the pro rata portion of the lump sum bid amount to which the Contractor is entitled, the Contractor's approved bid breakdown pursuant to Article 21 of the Information for Bidders shall be considered but shall not be dispositive as to the fair and reasonable value.

- (b) For non-cancelable material and equipment that is not capable of use except in the performance of this Contract and which has been specifically fabricated for the sole purpose of this Contract, but not yet incorporated in the Work, the Contractor shall be paid the fair and reasonable value thereof as determined by the Commissioner, but not more than the Contractor's cost for such material and equipment, plus an additional sum of two (2%) percent of such fair and reasonable value.
- (c) In the event the County terminates a lump sum Contract for convenience within thirty (30) days after the Contractor has received the Notice of Award from the County, the Contractor shall be paid one (1%) percent of the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to (a) and (b).
- (d) On all unit price Contracts, or on unit price items in a Contract, the County will pay the Contractor the sum of (e) and (f) below, less all payments previously made pursuant to this Contract:
- (e) For all completed units, the unit price stated in the Contract, and
- (f) For units that have been ordered but are only partially completed, the Contractor will be paid (i) a pro rata portion of the unit price as stated in the Contract based upon the percent completion of the unit as determined by the Commissioner and (ii) for non-cancelable material and equipment, payment will be made pursuant to (b), above.
- (g) The Commissioner's determination(s) hereunder shall be final, binding and conclusive and subject to review only pursuant to Article 78 of the New York Civil Practice Law and Rules.
- (h) The County shall not be liable to the Contractor for any payment or claim if the termination for convenience results in a reduction of thirty (30%) percent or less of the original contract price as bid.

On all Contracts or items in a Contract where time and material records are specified as the basis for payment of the Work, the Contractor shall be paid in accordance with Article 29 of the General Clauses, less all payments previously made pursuant to this Contract.

In no event shall any payments made pursuant to a termination for convenience exceed the Contract price for such items, either individually or collectively.

All payments made pursuant to a termination for convenience shall be in the nature of liquidated damages and shall be accepted by the Contractor in full satisfaction of all claims against the County.

The County may deduct or set off against any sums due and payable arising from a termination for convenience, any claims it may have against the Contractor.

In the event the County terminates the Contractor for default and it is subsequently determined that the Contractor was not in default, said termination shall automatically be converted for all purposes into a termination for convenience.

It is further understood and agreed between the parties hereto that no certificate given or payment made under this Contract, except the final certificate or final payment shall be conclusive evidence of the performance of this Contract either wholly or in part and that no payment shall be construed to be an acceptance of defective work or improper materials. If the Contractor shall fail to replace any defective work or materials, the County may cause such defective materials to be removed and defective work to be replaced and the expense thereof shall be deducted from the amount to be paid the Contractor.

Anything to the contrary in the preceding paragraph notwithstanding, the Contractor is responsible for the repair of defects in materials and workmanship for a period of one year from the date of final acceptance of the work by the Board of Acquisition and Contract, unless a longer term is specified in the specifications.

The Contractor further agrees not to assign, transfer, convey, sublet or otherwise dispose of this Contract, or its right, title or interest in or to the same, or any part hereof without the previous consent in writing of the Board of Acquisition and Contract of the County. Before a Subcontractor shall proceed with any work, the Commissioner must first recommend and the Board of Acquisition and Contract must approve the use of the Subcontractor on this Contract. If a Subcontractor is not approved it may not work on this Contract. The Contractor specifically waives any claim due to the failure or refusal of the Commissioner or the Board of Acquisition and Contract to approve said Subcontractor.

The Contractor agrees to hold himself responsible for any claims made against the County for any infringement of patents by the use of patented articles in the construction and completion of the work or any process connected with the work agreed to be performed under this Contract or of any material used upon the said work, and shall indemnify and save harmless the County for the costs, expenses and damages which the County may be obligated to pay by reason of any infringement of patents used in the construction and completion of the work.

The parties hereto agree that no laborer, workman or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. No such person shall be so employed more than eight hours in any day or more than five days in any one week except in such emergency. Time lost in any week because of inclement weather by employees engaged in

the construction, reconstruction and maintenance of highways outside of the limits of cities and villages may be made up during that week and/or the succeeding three weeks.

The Contractor further agrees to erect and maintain during construction all necessary guards, rails and signals to prevent accidents to persons, vehicles or to the adjoining property and also agrees to use all necessary precautions in blasting and that he will indemnify and save the County of Westchester harmless from all suits and actions of any kind and nature whatsoever from or on account of the construction of said work.

It is further understood and agreed by the parties hereto that should any dispute arise respecting the true construction, interpretation or meaning of the Contract plans, specifications or conditions herein, or the measurements for the payment thereunder, same shall be referred to and decided by the said Commissioner and his decision thereon shall be final and conclusive upon the parties thereto and may not be challenged except in a proceeding commenced pursuant to Article 78 of the Civil Practice Law and Rules. This provision shall also apply to the true value of and duly authorized extra work or any work permitted by agreement in case any work shall be ordered performed, or any work called for shall be so omitted under and upon the direction of said Commissioner.

The Contractor by the submitting of bids and execution of this Contract hereby covenants and agrees that he has examined the plans, specifications and the site work, as to local conditions, difficulties and accuracy of approximate estimate of quantities and does hereby further covenant and agree that he will not make any claim for damages by reason of any such local conditions, difficulties or variation of approximate estimate of quantities.

The Contractor represents and warrants to the County with the knowledge and expectation that this warranty will be relied upon by the County that it is not now participating and has not at any time participated, either directly or through any substantially owned or affiliated person, firm, partnership or corporation, in an international boycott in violation of the provisions of United States Export Administration Act of 1969, 50 USC 2401 et seq. or the regulations promulgated thereunder.

The Contractor further warrants and represents that it is financially solvent, and sufficiently experienced and competent to perform the work and that the facts provided by it to the County in its bid and supporting documents, and contract documents are true and correct in all respects.

This Contract shall become void and any rights of the Contractor hereunder shall be forfeited if, subsequent to the execution hereof, the Contractor is convicted of a violation of the provision of the United States Export Administration Act of 1969, 50 USC 2401 et seq. as amended or has been found upon the final determination of the United States Commerce Department or any other appropriate agency of the United States or the State of New York to have violated such act or regulations.

If the Contractor, any officer, director, or any party holding a controlling interest (defined as five (5%) percent or more, or in the case of a corporation, any stockholder owning five (5%) percent or more of the outstanding shares) is convicted of a crime (excluding Class B and

Unclassified Misdemeanors as defined under the New York State Penal Law and their equivalent in any city, state or under Federal law related to the type of services or activities which are the subject matter of this Contract) or if a related or affiliated company, partnership or corporation is convicted of a crime (excluding Class B and Unclassified Misdemeanors as defined above) after this Contract is fully executed, the County shall have the right to terminate this Agreement immediately and without penalty. An "affiliated company" as used herein means any affiliate which is a partnership, corporation, proprietorship, association or other entity (i) in which a 50% or greater ownership interest (as defined below) is directly or indirectly held by the Contractor or any of its management personnel (as defined below) or directors, (ii) which directly or indirectly holds 50% or more of the ownership interest in the Contractor, (iii) in which an aggregate 20% or greater ownership interest is directly or indirectly held by one or more shareholders (or partners or proprietors, in the case of a partnership or proprietorship) which or who in the aggregate hold a 20% or greater ownership interest in the Contractor, or (iv) which, whether by Contract or otherwise, directly or indirectly controls, is controlled by or is under common control with the Contractor. An "ownership interest" means the ownership, whether legally or beneficially, of the stock of or assets employed by a corporation, of a partnership interest in or assets employed by a partnership or of a similar interest in or assets employed by any other entity. "Management personnel" means executive officers and all other persons, whether or not officers or employees, who perform policy-making functions similar to those of executive officers.

The Contractor represents that at the time of execution of this Contract, no individual or entity, as described above, has been convicted of a crime during the five (5) year period preceding the execution of this Contract.

The parties hereto recognize that it is the goal of Westchester County to use its best efforts to encourage, promote and increase participation of business enterprises owned and controlled by persons of color or women (MBE/WBE) in contracts or projects funded by all Departments of the County and to effectively and efficiently monitor such participation. Therefore, the Contractor agrees to complete the MBE/WBE Questionnaire, which is attached hereto as Schedule "A," in furtherance of this goal and in accordance with Local Law No. 27-1997.

It is recognized and understood by the parties that this Contract is subject to appropriation by the Westchester County Board of Legislators. The County shall have no liability under this Contract beyond the funds, if any, that are appropriated and available for payment of the amounts due under this Contract. Notwithstanding the foregoing, the County will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which payments under this Contract may be made.

The parties hereto for themselves, their legal representatives, successors and assigns, expressly agree that any legal action or proceeding that may arise out of or relating to this Contract shall be brought and maintained only in the courts of the State of New York ("New York State Court") located in the County of Westchester. With respect to any action between the County and Contractor in New York State Court, the Contractor hereby expressly waives and relinquishes any rights it may otherwise have (i) to move to dismiss on grounds of *forum non*

conveniens; (ii) to remove to Federal Court; and (iii) to move for a change of venue to a New York State Court outside of Westchester County.

This Contract and its terms, covenants, obligations, conditions and provisions shall be binding upon all the parties hereto, their legal representatives, successors and assigns.

SAMPLE

This Contract shall not be enforceable until it is signed by all parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, THE COUNTY OF WESTCHESTER pursuant to law by:

_____ its **Commissioner** _____

and the CONTRACTOR:

By: _____ its _____
(Type or Print Name) (Title)

THE COUNTY OF WESTCHESTER:

By: _____
Commissioner

CONTRACTOR:

By: _____
(Signature)

ATTEST:

(SEAL)

By: _____
(Signature)

Recommended:

Deputy Commissioner of Public Works

Approved as to form and manner of execution
this ____ day of _____, 200__

County Attorney

CONTRACTOR'S ACKNOWLEDGMENT
(If Corporation)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this ____ day of _____, 200__, before me personally came _____ to me known, and known to me to be the _____ of _____, the Corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that the said _____ resides at _____ and that he/she is the _____ of said Corporation and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation and, if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed with the Secretary of State of the State of New York.

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT
(If Individual)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this ____ day of _____, 200__, before me personally came _____ to me known, and known to me to be the same person described in and who executed the within instrument and duly acknowledged to me that he/she executed the same for the purpose herein mentioned and, if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed with the County Clerk of Westchester County.

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT
(If Co-Partnership)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this ____ day of _____, 200__, before me personally came _____ to me known, and known to me to be a member of the firm of _____ and the person described in, and who executed the within instrument in behalf of said firm, and he/she acknowledged to me that he/she executed the same in behalf of, and as the act of said firm for the purposes herein mentioned and, if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed with the County Clerk of Westchester County.

Notary Public

CERTIFICATE OF AUTHORITY

I, _____
(Officer other than officer signing contract)

certify that I am _____ of
(Title)

the _____
(Name of Corporation)

organized and in good standing under the _____
(Law under which organized)

named in the foregoing agreement; that _____
(Person executing agreement)

who signed said agreement on behalf of the Contractor was, at the time of execution the
_____ of the Corporation; that said agreement was duly
(Title of such person)

signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto
duly authorized and is in full force and effect at the date hereof.

(Signature)

(SEAL)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this ____ day of _____, 200__, before me personally came
_____ to me known, and known to me to be the
_____ of _____,
the Corporation described in and which executed the above certificate, who being by me duly
sworn did depose and say that the said _____ resides at
_____ and that he/she is
_____ of said Corporation and knows the Corporate Seal of the said
Corporation; that the seal affixed to the above certificate is such Corporate Seal and 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

STATE OF NEW YORK)
) ss.:
COUNTY OF)

Notary Public

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we

(hereinafter called the "Principal"), and the _____

_____ a Corporation created and existing under the laws of the State of _____

and having its principal office at _____
in the City of _____ (hereinafter called the "Surety"), are held and
firmly bound unto The County of Westchester (hereinafter called the "Obligee") in the penal sum
of-----**DOLLARS**-----**AND**-----/100-----
--[\$]

lawful money of the United States of America, for the payment of which, well and truly
to be made, the said Principal binds itself, (himself, themselves) and its (his, their) successors
and assigns, and the said Surety binds itself and its successors and assigns, all jointly and
severally, firmly by these presents. Said penal sum shall apply separately and independently, in
its total amount, to the payment provision and the performance provision of this Bond shall not
reduce or limit the right of the Obligee to recover under the other said provision.

Signed, sealed and dated this _____ day of _____, 200__.

WHEREAS, said Principal has entered into a certain written contract with said Obligee, dated
this _____ day of _____, 200__, (hereinafter called the "Contract")

For ----**CONTRACT #** _____ a copy of which Contract is hereto annexed and
hereby made a part of this bond as if herein set forth in full.

NOW THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, if the said Principal, and its (his, their) successors or assigns, or any or either of them shall,

(1) well and truly and in good, sufficient and workmanlike manner, perform or cause to be performed such Contract, and any amendment or extension of or addition thereto, and each and every of the covenants, promises, agreements and provisions therein stipulated and contained to be performed by said Principal, and complete the same within the period therein mentioned, and in each and every respect, comply with the conditions therein mentioned to be complied with by said Principal, and fully indemnify and save harmless the Obligee from all costs and damages which it may suffer by reason of failure so to do and fully reimburse and repay the Obligee all outlay and expense which it may incur in making good any such default, and

(2) also pay or cause to be paid the wages and compensation for labor performed and services rendered of all persons engaged in the prosecution of the work provided for therein, whether such persons by agents, servants or employees of the Principal, and of its (his, their) successors or assigns, or any Subcontractor or of any assignee thereof, including all persons so engaged who perform the work of laborers or of mechanics regardless of any contractual relationship between the Principal, or its (his, their) successors or assigns, or any Subcontractor or any designee thereof, and such laborers or mechanics, but not including office employees not regularly stationed at the site of the work, and further, shall pay or cause to be paid all lawful claims of Subcontractors and of materialmen and other third persons out of or in connection with said Contract and the work, labor, services, supplies and material furnished in and about the performance and completion thereof, then these obligations shall be null and void, otherwise they shall remain in full force and effect.

PROVIDED, however, that this bond is subject to the following additional conditions and limitations:

- (a) All persons who have performed labor or rendered services, as aforesaid, all Subcontractors, and all persons, firms, corporations, including materialmen and third persons, as aforesaid, furnishing work, labor, services, supplies and material under or in connection with said Contract or in or about the performance and completion thereof, shall have a direct right of action (subject to the prior right of the Obligee under any claim which it may assert against the Principal or its (his, their) successors and assigns, and/or the Surety and its successors and assigns) against the Principal and its (his, their) successors and assigns on this bond, which right of action shall be asserted in proceedings instituted in the State in which such work, labor, services, supplies or material was performed, rendered or furnished or where work, labor, services, supplies or material has been performed, rendered or furnished, as aforesaid, in more than one State, than in any such State. Insofar as permitted by the laws of such State, said right of action shall be asserted in a proceeding instituted in the name of Obligee to the use and benefit of the person, firm or corporation instituting such action and of all other persons, firms and corporations having claims hereunder, and any other person, firm or corporation having a claim hereunder shall have the

right to be made a party to such proceedings (but not later than twelve months after the performance of said Contract and final settlement thereof) and to have such claim adjudicated in such action and judgment rendered thereon. Prior to the institution of such a proceeding by a person, firm or corporation in the name of the Obligee, as aforesaid, such person, firm or corporation shall furnish the Obligee with a Bond of Indemnity for costs, which Bond shall be in an amount satisfactory to the Obligee.

- (b) The Surety or its successors or assigns shall not be liable hereunder for any damages or compensation recoverable under any worker's compensation or employer's liability statute.
- (c) In no event shall the Surety or its successors or assigns be liable under either the foregoing clause (1) or the foregoing clause (2) for a greater sum than the penalty of this Bond provided; however, that said penalty is separately applicable, in its total amount to each of the foregoing clauses (1) and (2), or subject to any suit, action or proceeding hereon that is instituted by any person, firm or corporation under the provisions of the above section (a) later than twelve months after the complete performance of said Contract and final settlement thereof.

The Principal, for itself (himself, themselves) and its (his, their) successors and assigns, and the Surety, for itself and its successors and assigns, do hereby expressly waive any objections that might be interposed as to the right of the Obligee to require a Bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including Subcontractors, materialmen, and third persons, for work, labor, services, supplies or material performed, rendered or furnished as aforesaid, upon the ground that there is no law authorizing the said Obligee to require the foregoing provision to be placed in this Bond.

And Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligations of said Surety and of its successors and assigns and this Bond shall in no way be impaired or affected by an extension of time, modification, omission, addition or change in or to the said Contract or the work to be performed thereunder, or by any payment thereunder, before the time required therein, or by any waiver of any provision thereof, or by an assignment, subletting or other transfer thereof, or of any part thereof, or of any work to be performed, or of any moneys due or to become due thereunder; and the said Surety, for itself and its successors and assigns, does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to (executors, administrators), successors, assigns, Subcontractors, and other transferees, shall have the same effect as to said Surety and its successors and assigns, as though done or omitted to be done by and in relation to said Principal.

And Surety, for value received, hereby stipulates and agrees, if requested to do so by Obligee, to fully perform and complete the work to be performed under the Contract, pursuant to the terms, conditions and covenants thereof, if for any cause, the Principal fails or neglects to so

fully perform and complete such Work. The Surety further agrees to commence such Work of Completion within twenty-five (25) calendar days after written notice thereof from the Oblige, and to complete such Work within twenty-five (25) calendar days from the expiration of the time allowed the Principal in the Contract for the completion of such Work.

WITNESSETH our hands and seals this ____ day of _____, 200__.

PRINCIPAL:

By: _____

(Signature)

(SEAL)

ATTEST:

(Surety)

By: _____

(Signature)

(SEAL)

ATTEST:

If the Contractor (Principal) is a partnership, the Bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a Corporation, the Bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the Bond corresponding to the number of counterparts of the Contract.

Each executed Bond should be accompanied by:

- (a) appropriate acknowledgments of the respective parties;
- (b) appropriate duly certified copy of Power of Attorney or other Certificate of Authority where Bond is executed by agent, officer or other representative of Principal or Surety;
- (c) a duly certified extract from By-laws or resolutions of Surety under which Power of Attorney or other Certificate of Authority of its agent, officer or representative was issued, and
- (d) duly certified copy of latest published financial statement of assets and liabilities of Surety.

BOND

BOND

CONTRACTOR'S ACKNOWLEDGMENT
(If Corporation)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this ____ day of _____, 200__, before me personally came _____ to me known, and known to me to be the _____ of _____, the Corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that the said _____ resides at _____ and that he/she is the _____ of said Corporation and knows the Corporate Seal of the said Corporation; that the seal affixed to the within instrument is such Corporate Seal and 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

CONTRACTOR'S ACKNOWLEDGMENT
(If Individual)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this ____ day of _____, 200__, before me personally came _____ to me known, and known to me to be the same person described in and who executed the within instrument and he/she duly acknowledged to me that he/she executed the same for the purpose herein mentioned.

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT
(If Co-Partnership)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this ____ day of _____, 200__, before me personally came _____ to me known, and known to me to be a member of the firm of _____ and the person described in, and who executed the within instrument in behalf of said firm, and acknowledged to me that he/she executed the same in behalf of, and as the act of said firm for the purposes herein mentioned.

Notary Public



SCHEDULE OF HOURLY RATES
AND SUPPLEMENTS

DEPARTMENT OF PUBLIC WORKS

Division of Engineering



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Westchester County DPW & T

Yolanda Spraggins, Secretary II
148 Martine Ave., Rm 518
White Plains NY 10601

Schedule Year 2021 through 2022
Date Requested 10/28/2021
PRC# 2021011228

Location 148 Martine Ave.
Project ID# 21-528
Project Type Steam System Upgrades, Phase II, Michaelian Office Building, White Plains, NY

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

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

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

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

Wages and Supplements

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

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

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

Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeymen 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 journeyman's wage rate for the classification of work the employee is actually performing.

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Westchester County DPW & T

Yolanda Spraggins, Secretary II
148 Martine Ave., Rm 518
White Plains NY 10601

Schedule Year 2021 through 2022
Date Requested 10/28/2021
PRC# 2021011228

Location 148 Martine Ave.
Project ID# 21-528
Project Type Steam System Upgrades, Phase II, Michaelian Office Building, White Plains, NY

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

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

Social Security Numbers on Certified Payrolls:

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

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

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

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov. <https://labor.ny.gov/formsdocs/ui/IA999.pdf>

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

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

Effective June 23, 2020

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

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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



Required Notice under Article 25-B of the Labor Law

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

The law says that you are an employee unless:

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

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

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

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

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

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

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

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

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

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

Employer Name:

IA 999 (09/16)

Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

Chapter 629 of
the Labor Laws
of 2007:

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

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

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

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

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

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

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

Westchester County General Construction

Boilermaker

12/01/2021

JOB DESCRIPTION Boilermaker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2021

Boilermaker	\$ 63.38
Repairs & Renovations	63.38

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

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

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

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

OVERTIME PAY

See (D, O) on OVERTIME PAGE

Repairs & Renovation see (B,E,Q)

HOLIDAY

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE

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

NOTE: *Employee must work in pay week to receive Holiday Pay.

**Employee gets 4 times the hourly wage rate for working Labor Day.

REGISTERED APPRENTICES

Wage per hour:

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

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

Supplemental Benefits Per Hour:

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

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

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

4-5

Carpenter

12/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2021

Piledriver	\$ 56.93
Dockbuilder	\$ 56.93

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 53.33

OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

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

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

REGISTERED APPRENTICES

Wages per hour

(1)year terms:

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

Supplemental benefits per hour:

All Terms: \$ 35.33

8-1556 Db

Carpenter

12/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2021

Carpet/Resilient

Floor Coverer \$ 54.75

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

SUPPLEMENTAL BENEFITS

Per hour:

\$ 46.97

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Paid for 1st & 2nd yr.

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

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

REGISTERED APPRENTICES

Wage per hour - (1) year terms:

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

Supplemental benefits per hour:

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

8-2287

Carpenter

12/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2021

Marine Construction:

Marine Diver	\$ 71.80
Marine Tender	51.34

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 53.33

OVERTIME PAY

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

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

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

Supplemental Benefits

Per Hour:

All terms \$ 35.33

8-1456MC

Carpenter

12/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2021

Building	
Millwright	\$ 57.00

SUPPLEMENTAL BENEFITS

Per hour:

Millwright \$ 54.60

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

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

Supplemental benefits per hour:

One (1) year terms:

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

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

8-740.1

Carpenter

12/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2021

Timberman

\$ 52.05

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2021

\$ 52.78

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

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

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

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

Supplemental benefits per hour:

All terms \$ 35.06

8-1556 Tm

Carpenter

12/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

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

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

WAGES

Per hour: 07/01/2021 10/18/2021

Core Drilling:

Driller \$ 41.74 \$ 42.27

Driller Helper 32.92 33.47

Note: Hazardous Waste Pay Differential:

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

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Driller and Helper \$ 29.40 \$ 30.60

OVERTIME PAY

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

HOLIDAY

Paid: See (5,6) on HOLIDAY PAGE.

Overtime: * See (5,6) on HOLIDAY PAGE.

** See (8,10,11,13) on HOLIDAY PAGE.

8-1536-CoreDriller

Carpenter - Building / Heavy&Highway

12/01/2021

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

WAGES

WAGES:(per hour)

07/01/2021

BUILDING/HEAVY & HIGHWAY/TUNNEL:

Carpenter

Base Wage

\$ 37.69

+ \$7.63*

*For all hours paid straight or premium.

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker

\$ 31.91

OVERTIME PAY

BUILDING:

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

HEAVY&HIGHWAY/TUNNEL:

See (B, E, P, *R, **T, X) on OVERTIME PAGE.

*R applies to Heavy&Highway/Tunnel Overtime Holiday Code 25 with benefits at straight time rate.

**T applies to Heavy&Highway/Tunnel Overtime Holiday Codes 5 & 6 with benefits at straight time rate.

HOLIDAY

BUILDING:

Paid: See (1) on HOLIDAY PAGE.

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

Holidays that fall on Sunday will be observed Monday.

HEAVY&HIGHWAY/TUNNEL:

Paid: See (5, 6, 25) on HOLIDAY PAGE including benefits.

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

REGISTERED APPRENTICES

1 year terms at the following wage rates:

Indentured before July 1 2016

1st	2nd	3rd	4th
\$ 18.85	\$ 22.61	\$ 26.38	\$ 30.15
+3.57*	+3.57*	+3.57*	+3.57*

Indentured after July 1 2016

1st	2nd	3rd	4th	5th
\$ 18.85	\$ 22.61	\$ 24.50	\$ 26.38	\$ 30.15
+3.57*	+3.57*	+3.57*	+3.57*	+3.57*

*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All terms \$ 16.28

11-279.1B/HH

Electrician	12/01/2021
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JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2021

Service Technician \$ 34.40

Service and Maintenance on Alarm and Security Systems.

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 19.32

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

9-3H

Electrician	12/01/2021
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JOB DESCRIPTION Electrician

DISTRICT 8

ENTIRE COUNTIES

Westchester

WAGES

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

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

Teledata 53.75 53.75

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 52.73 \$ 54.39

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

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

Supplemental Benefits per hour:

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

8-3/W

Electrician

12/01/2021

JOB DESCRIPTION Electrician

DISTRICT 8

ENTIRE COUNTIES

Westchester

WAGES

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

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

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

SUPPLEMENTAL BENEFITS

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

OVERTIME PAY

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

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

HOLIDAY

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

8-3m

Elevator Constructor

12/01/2021

JOB DESCRIPTION Elevator Constructor

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Rockland: Entire County except for the Township of Stony Point

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

WAGES

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

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

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

SUPPLEMENTAL BENEFITS

Per Hour:

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

OVERTIME PAY

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

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

HOLIDAY

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

REGISTERED APPRENTICES

WAGES PER HOUR:

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

6 MONTH TERMS:

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

SUPPLEMENTAL BENEFITS

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

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

4-1

Elevator Constructor	12/01/2021
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JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford

Rockland: Only the Township of Stony Point.

Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

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

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

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

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

SUPPLEMENTAL BENEFITS

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

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

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour worked:

Same as Journeyman/Helper

1-138

Glazier	12/01/2021
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JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

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

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

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

SUPPLEMENTAL BENEFITS

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

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

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

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

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

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

Supplemental Benefits:

(Per hour)

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

8-1087 (DC9 NYC)

Insulator - Heat & Frost

12/01/2021

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

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

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:

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

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES

(1) year terms:

Insulator Apprentices:

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

Discomfort & Additional Training Apprentices:

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

Supplemental Benefits paid per hour:

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

Discomfort & Additional Training Apprentices:	
1st term	\$ 18.89
2nd term	22.52
3rd term	26.16
4th term	29.80

8-91

Ironworker	12/01/2021
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JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2021

Ironworker Rigger \$ 67.99

Ironworker Stone
Derrickman \$ 67.99

SUPPLEMENTAL BENEFITS

Per hour: \$ 41.44

OVERTIME PAY

See (B, D1, *E, Q, **V) on OVERTIME PAGE

*Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.

** Benefits same premium as wages on Holidays only

HOLIDAY

Paid: See (18) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE

*Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES

Wage per hour:

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

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

Supplemental benefits:

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

9-197D/R

Ironworker	12/01/2021
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JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

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

Ornamental	\$ 46.15
Chain Link Fence	46.15
Guide Rail	46.15

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyworker:	\$ 60.05

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Apprentices hired before 8/31/2018:

(1/2) year terms at the following percentage of Journeyman's wage.

5th Term	80%
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Supplemental Benefits per hour:

5th Term	54.03
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Apprentices Hired after 9/1/18:

1 year terms

1st Term	\$ 20.63
2nd Term	24.22
3rd Term	27.80
4th Term	31.38

Supplemental Benefits per hour:

1st Term	\$ 17.89
2nd Term	19.14
3rd Term	20.40
4th Term	21.66

4-580-Or

Ironworker**12/01/2021**

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

PER HOUR:

07/01/2021

01/01/2022

Ironworker:

Structural \$ 54.20

Bridges

Machinery

Additional \$ 1.75/Hr.

SUPPLEMENTAL BENEFITS

PER HOUR PAID:

Journeyman \$ 82.35

OVERTIME PAY

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

*NOTE: Benefits are calculated for every hour paid

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

WAGES PER HOUR:

6 month terms at the following rate:

1st	\$28.21
2nd	\$28.81
3rd - 6th	\$29.42

Supplemental Benefits

PER HOUR PAID:

All Terms \$56.90

4-40/361-Str

Ironworker**12/01/2021**

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Per hour: 07/01/2021

Reinforcing &
Metal Lathing \$ 56.25

"Base" Wage \$ 54.70
plus \$ 1.55

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

SUPPLEMENTAL BENEFITS

Per hour:
Reinforcing & Metal Lathing \$ 38.30

OVERTIME PAY

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

*Only \$22.00 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

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

HOLIDAY

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

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

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

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

SUPPLEMENTAL BENIFITS

Per Hour:

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

4-46Reinf

Laborer - Building

12/01/2021

JOB DESCRIPTION Laborer - Building

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

07/01/2021

Laborer \$ 36.40
plus \$5.05**

Laborer - Asbestos & Hazardous
Materials Removal \$ 43.10*

* Abatement/Removal of:

- Lead based or lead containing paint on materials to be repainted is classified as Painter.
- Asbestos containing roofs and roofing material is classified as Roofer.

** This portion is not subject to overtime premium.

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

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2021

Journeyworker \$ 27.50

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

LABORER ONLY

Hourly terms at the following wage:

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

Supplemental Benefits per hour:

Apprentices
All terms \$ 21.15

8-235/B

Laborer - Heavy&Highway

12/01/2021

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

****PUTNAM: APPLIES TO ALL HEAVY & HIGHWAY WORK EXCLUDING HIGHWAYS, STREETS, AND BRIDGES****

GROUP I: Blaster, Quarry Master, Curbs/Asphalt Screedman, Pipe Jacking and Boring Operations Operator, Qualified Dead Condition Pipe Fuser (B Mechanic)

GROUP II: Burner, Drillers(jumbo, joy, wagon, air track, hydraulic), Drill Operator, Self Contained Rotary Drill, Curbs, Raker, Bar Person, Concrete Finisher.

GROUP III: Pavement Breakers, Jeep Operator, Jack Hammer, Pneumatic Tools (all), Gas Driller, Guniting, Railroad Spike Puller, Pipelayer, Chain Saw, Deck winches on scows, Power Buggy Operator, Power Wheelbarrow Operator, Bar Person Helper, Compressed Air lance, Water Jet Lance.

GROUP IV: Concrete Laborers, Asph. Worker, Rock Scaler, Vibrator Oper., Bit Grinder, Air Tamper, Pumps, Epoxy (adhesives, fillers and troweled on), Barco Rammer, Concrete Grinder, Crack Router Operator, Guide Rail-digging holes and placing concrete and demolition when not to be replaced, distribution of materials and tightening of bolts.

GROUP V: Drillers Helpers, Common Laborer, Mason Tenders, Signal Person, Pit Person, Truck Spotter, Powder Person, Landscape/Nursery Person, Dump Person, Temp. Heat.

GROUP VIA: Asbestos/Toxic Waste Laborer-All removal (Roads, Tunnels, Landfills, etc.) Confined space laborer, Bio-remediation, Phyto-remediation, Lead or Hazardous material, Abatement Laborer.

Wages:(per hour) 07/01/2021

GROUP I \$45.65*
GROUP II 44.30*
GROUP III 43.90*

GROUP IV	43.55*
GROUP V	43.20*
GROUP VIA	45.20*
Operator Qualified	
Gas Mechanic(A Mech)	55.65*
Flagperson	36.85*

*NOTE: To calculate overtime premiums, deduct \$0.10 from above wages

SHIFT WORK: A shift premium will be paid on Public Work contracts for off-shift or irregular shift work when mandated by the NYS D.O.T. or other Governmental Agency contracts. Employees shall receive an additional 15% per hour above current rate for all regular and irregular shift work. Premium pay shall be calculated using the 15% per hour differential as base rate.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

First 40 Hours	
Per Hour	\$26.10
Over 40 Hours	
Per Hour	19.85

OVERTIME PAY

See (B, E, P, R, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

NOTE: For Holiday Overtime: 5, 6 - Code 'S' applies
For Holiday Overtime: 8, 15, 25, 26 - Code 'R' applies

REGISTERED APPRENTICES

	1st term	2nd term	3rd term	4th term
	1-1000hrs	1001-2000hrs	2001-3000hrs	3001-4000hrs
07/01/2021	\$ 24.56	\$ 28.98	\$ 33.40	\$ 37.72

Supplemental Benefits per hour:

1st term	\$ 4.70 - After 40 hours: \$ 4.45
2nd term	\$ 4.80 - After 40 hours: \$ 4.45
3rd term	\$ 5.30 - After 40 hours: \$ 4.85
4th term	\$ 5.85 - After 40 hours: \$ 5.35

8-60H/H

Laborer - Tunnel

12/01/2021

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 11

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Otsego, Putnam, Rockland, Sullivan, Ulster, Westchester

PARTIAL COUNTIES

Chenango: Townships of Columbus, Sherburne and New Berlin.

Delaware: Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Merideth and Davenport.

WAGES

Class 1: All support laborers/sandhogs working above the shaft or tunnel.

Class 2: All laborers/sandhogs working in the shaft or tunnel.

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

WAGES: (per hour)

	07/01/2021	07/01/2022
Class 1	\$ 51.95	\$ 53.45
Class 2	54.10	55.60
Class 4	60.50	62.00
Class 5	43.50	44.80

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 3.00 an hour.

SHIFT DIFFERENTIAL...On all Government mandated irregular shift work:

- Employee shall be paid at time and one half the regular rate Monday through Friday.
- Saturday shall be paid at 1.65 times the regular rate.
- Sunday shall be paid at 2.15 times the regular rate.

SUPPLEMENTAL BENEFITS

Per hour:

Benefit 1	\$ 33.25	\$ 34.45
Benefit 2	49.81	51.60
Benefit 3	66.35	68.75

Benefit 1 applies to straight time hours, paid holidays not worked.

Benefit 2 applies to over 8 hours in a day (M-F), irregular shift work hours worked, and Saturday hours worked.

Benefit 3 applies to Sunday and Holiday hours worked.

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6, 15, 25) on HOLIDAY PAGE

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

When a recognized Holidays falls on Saturday or Sunday, holidays falling on Saturday shall be recognized or observed on Friday and holidays falling on Sunday shall be recognized or observed on Monday. Employees ordered to work on the Saturday or Sunday of the holiday or on the recognized or the observed Friday or Monday for those holidays falling on Saturday or Sunday shall receive double time the established rate and benefits for the holiday.

REGISTERED APPRENTICES

FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and location where the work is to be performed.

11-17/60/235/754Tun

Lineman Electrician

12/01/2021

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

Westchester

WAGES

Below rates apply to electrical overhead and underground distribution and maintenance work and overhead and underground transmission line work, electrical substations, switching structures, continuous pipe-type underground fluid or gas filled transmission conduit and cable installations, maintenance jobs or projects, railroad catenary installations and maintenance, third rail installations, the bonding of rails and the installation of fiber optic cable. (Ref #14.04.01)

Includes Teledata Work performed within ten (10) feet of high voltage (600 volts or over) transmission lines.

Per hour:	07/01/2021	05/02/2022	05/01/2023	05/06/2024
Lineman, Tech, Welder	\$ 57.71	\$ 59.01	\$ 60.41	\$ 61.91
Crane, Crawler Backhoe	57.71	59.01	60.41	61.91
Cable Splicer-Pipe Type	63.48	64.91	66.45	68.10
Digging Mach Operator	51.94	53.11	54.37	55.72
Cert. Welder-Pipe Type	60.60	61.96	63.43	65.01
Tractor Trailer Driver	49.05	50.16	51.35	52.62
Groundman, Truck Driver	46.17	47.21	48.33	49.53
Equipment Mechanic	46.17	47.21	48.33	49.53
Flagman	34.63	35.41	36.25	37.15

Additional \$1.00 per hour for entire crew when a helicopter is used.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM REGULAR RATE PLUS 31.4%

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

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

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	\$25.40 *plus 7% of hourly Wage	\$ 25.90 *plus 7% of hourly wage	\$ 26.40 *plus 7% of hourly wage	\$ 26.90 *plus 7% of hourly wage
Journeyman Lineman or Equipment Operators with Crane License	\$ 26.40 *plus 7% of hourly wage	\$ 27.90 *plus 7% of hourly wage	\$ 29.40 *plus 7% of hourly wage	\$ 30.90 *plus 7% of hourly wage

*The 7% is based on the hourly wage paid, straight time or premium time.

OVERTIME PAY

See (B, E, Q,) on OVERTIME PAGE. *Note* Double time for emergency work designated by the Dept of Jurisdiction.

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

07/01/2021	05/02/2022	05/01/2023	05/06/2024
\$25.40 *plus 7% of hourly Wage	\$ 25.90 *plus 7% of hourly wage	\$ 26.40 *plus 7% of hourly wage	\$ 26.90 *plus 7% of hourly wage

*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249aWest

Lineman Electrician - Teledata

12/01/2021

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour:

For outside work, stopping at first point of attachment (demarcation).
07/01/2021

Cable Splicer	\$ 34.78
Installer, Repairman	\$ 33.01
Teledata Lineman	\$ 33.01
Tech., Equip. Operator	\$ 33.01
Groundman	\$ 17.50

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman

\$ 5.14

*plus 3% of
wage paid

*The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting

12/01/2021

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

ENTIRE COUNTIES

Westchester

WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

A Groundman/Groundman Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.
(Ref #14.01.03)

Per hour:	07/01/2021	05/02/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 52.56	\$ 53.60	\$ 54.73	\$ 55.95
Crane, Crawler Backhoe	52.56	53.60	54.73	55.95
Certified Welder	55.19	56.28	57.47	58.75
Digging Machine	47.30	48.24	49.26	50.36
Tractor Trailer Driver	44.68	45.56	46.52	47.56
Groundman, Truck Driver	42.05	42.88	43.78	44.76
Equipment Mechanic	42.05	42.88	43.78	44.76
Flagman	31.54	32.16	32.84	33.57

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM	REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM	REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM	REGULAR RATE PLUS 31.4%

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.
NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	\$25.40 *plus 7% of hourly Wage	\$ 25.90 *plus 7% of hourly wage	\$ 26.40 *plus 7% of hourly wage	\$ 26.90 *plus 7% of hourly wage
Journeyman Lineman or Equipment Operators with Crane License	\$ 26.40 *plus 7% of hourly wage	\$ 27.90 *plus 7% of hourly wage	\$ 29.40 *plus 7% of hourly wage	\$ 30.90 *plus 7% of hourly wage

*The 7% is based on the hourly wage paid, straight time or premium time.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE. *Note* Double time for emergency work designated by the Dept. of Jurisdiction.

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE and Governor of NYS Election Day.

Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE and Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

1st 60%	2nd 65%	3rd 70%	4th 75%	5th 80%	6th 85%	7th 90%
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SUPPLEMENTAL BENEFITS per hour:

07/01/2021	05/02/2022	05/01/2023	05/06/2024
\$25.40 *plus 7% of hourly Wage	\$ 25.90 *plus 7% of hourly wage	\$ 26.40 *plus 7% of hourly wage	\$ 26.90 *plus 7% of hourly wage

*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249aWestLT

Mason - Building 12/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2021	12/06/2021	06/06/2022 Additional \$ 0.72
Tile Setters	\$ 61.07	\$ 61.44	

SUPPLEMENTAL BENEFITS

Per Hour:	\$ 24.91* + \$10.01	\$ 25.01* + \$10.02
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* This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY

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

Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage per hour:

Tile Setters:

(750 hour) term at the following wage rate:

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
	1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6501-
	750	1500	2250	3000	3750	4500	5250	6000	6750	7000
07/01/2021	\$20.84	\$25.66	\$32.68	\$37.50	\$40.99	\$44.30	\$47.82	\$52.63	\$55.35	\$59.34

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$12.55*	\$12.55*	\$15.16*	\$15.16*	\$16.16*	\$17.66*	\$18.66*	\$18.66*	\$16.66*	\$21.91*
+\$.66	+\$.71	+\$.81	+\$.85	+\$ 1.23	+\$ 1.28	+\$ 1.63	+\$ 1.68	+\$ 5.83	+\$ 6.32

* This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/52A

Mason - Building

12/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:

	07/01/2021	06/01/2022 Additional	06/01/2023 Additional
Bricklayer	\$ 43.35	\$ 2.39	\$ 2.05
Cement Mason	43.35	2.39	2.05
Plasterer/Stone Mason	43.35	2.39	2.05
Pointer/Caulker	43.35	2.39	2.05

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 36.05.

OVERTIME PAY

OVERTIME:

Cement Mason See (B, E, Q, W) on OVERTIME PAGE.

All Others See (B, E, Q) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5wp-b

Mason - Building	12/01/2021
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JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Building

07/01/2021

01/01/2022

Wages per hour:

Mosaic & Terrazzo Mechanic

\$ 58.46

Additional
\$ 0.85

Mosaic & Terrazzo Finisher

\$ 56.86

SUPPLEMENTAL BENEFITS

Per hour:

Mosaic & Terrazzo Mechanic

\$ 26.11*
+ \$11.73

Mosaic & Terrazzo Finisher

\$ 26.11*
+ \$11.71

*This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

Deduct \$6.80 from hourly wages before calculating overtime.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Easter Sunday is an observed holiday. Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

REGISTERED APPRENTICES

Wages per hour:

(750 Hour) terms at the following wage rate.

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2021	\$ 25.82	\$ 28.40	\$ 31.00	\$ 33.58	\$ 36.16	\$ 38.74	\$ 43.91	\$ 49.08

Supplemental benefits per hour:

07/01/2021	\$13.06* +\$9.27	\$14.37* +\$10.19	\$15.67* +\$11.12	\$16.98* +\$12.04	\$18.28* +\$12.97	\$19.59* +\$13.90	\$22.20* +\$15.75	\$24.81* +\$17.60
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Apprentices hired after 07/01/2017:

Wages Per hour:

1st	2nd	3rd	4th	5th	6th
0-	1501-	3001-	3751-	4501-	5251-

	1500	3000	3750	4500	5250	6000
07/01/2021	\$ 22.63	\$ 29.10	\$ 31.00	\$ 36.16	\$ 41.32	\$ 46.48

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th	6th
07/01/2021	\$4.59*	\$5.90*	\$15.67*	\$18.28*	\$20.89*	\$23.50*
	+\$6.49	+\$8.34	+\$11.12	+\$12.97	+\$14.83	+\$16.67

*This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/3

Mason - Building

12/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

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

Building-Marble Restoration: Additional

Marble, Stone & Terrazzo Polisher, etc \$ 46.16 \$ 1.10

SUPPLEMENTAL BENEFITS

Per Hour:
Journeyworker:

Building-Marble Restoration:
Marble, Stone & Polisher \$ 29.11

OVERTIME PAY

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

*ON SATURDAYS, 8TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

REGISTERED APPRENTICES

WAGES per hour:

900 hour term at the following wage:

	1st 1- 900	2nd 901- 1800	3rd 1801- 2700	4th 2701
07/01/2021	\$32.28	\$36.91	\$41.51	\$46.16

Supplemental Benefits Per Hour:

07/01/2021	\$26.47	\$27.34	\$28.29	\$29.11
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9-7/24-MP

Mason - Building

12/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Wages: 07/01/2021 01/03/2022

Marble Cutters & Setters \$ 61.73 Additional \$ 0.95

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 37.76

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
\$ 24.70	\$ 27.77	\$ 30.87	\$ 33.94	\$ 37.03	\$ 40.11	\$ 43.20	\$ 46.29	\$ 52.46	\$ 58.64

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 20.01	\$ 21.43	\$ 22.83	\$ 24.25	\$ 25.65	\$ 27.07	\$ 28.47	\$ 29.88	\$ 32.70	\$ 35.51

9-7/4

Mason - Building

12/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2021 12/06/2021 06/06/2022

Tile Finisher \$ 46.89 \$ 47.18 Additional \$ 0.58

SUPPLEMENTAL BENEFITS

Per Hour:

\$ 21.91* \$ 22.01*
+ \$9.84 + \$9.84

*This portion of benefits subject to same premium rate as shown for overtime wages

OVERTIME PAY

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

Work beyond 10 hours on a Saturday shall be paid at double the hourly wage rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

9-7/88A-tf

Mason - Building

12/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

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

Marble, Stone, etc. Additional \$ 0.68
Maintenance Finishers: \$ 26.73

Note 1: An additional \$2.00 per hour

for time spent grinding floor using
"60 grit" and below.

Note 2: Flaming equipment operator
shall be paid an additional \$25.00 per day.

SUPPLEMENTAL BENEFITS

Per Hour:

Marble, Stone, etc
Maintenance Finishers: \$ 14.00

OVERTIME PAY

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

*Double hourly rate after 8 hours on Saturday

HOLIDAY

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

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

1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES

WAGES per hour:

07/01/2021

0-750	\$21.37
751-1500	\$22.09
1501-2250	\$22.81
2251-3000	\$23.52
3001-3750	\$24.61
3751-4500	\$26.04
4501+	\$26.73

Supplemental Benefits:
Per hour:

0-750	\$ 11.24
751-1500	\$ 11.60
1501-2250	\$ 11.97
2251-3000	\$ 12.35
3001-3750	\$ 12.84
3751-4500	\$ 13.63
4501+	\$ 14.00

9-7/24M-MF

Mason - Building / Heavy&Highway

12/01/2021

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2021 01/03/2022

Marble-Finisher	\$ 48.87	Additional \$ 0.61
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SUPPLEMENTAL BENEFITS

Journeyworker:
per hour

Marble- Finisher \$ 35.25

OVERTIME PAY

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

HOLIDAY

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

* Work beyond 8 hours on a Saturday shall be paid at double the rate.

** When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Heavy&Highway

12/01/2021

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:

	07/01/2021	06/01/2022 Additional	06/01/2023 Additional
Bricklayer	\$ 43.85	\$ 2.39	\$ 2.05
Cement Mason	43.85	2.39	2.05
Marble/Stone Mason	43.85	2.39	2.05
Plasterer	43.85	2.39	2.05
Pointer/Caulker	43.85	2.39	2.05

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 36.05

OVERTIME PAY

Cement Mason See (B, E, Q, W, X)

All Others See (B, E, Q, X)

HOLIDAY

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

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

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5WP-H/H

Operating Engineer - Building

12/01/2021

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

WAGES

NOTE:Construction surveying

Party Chief--One who directs a survey party

Instrument Man--One who runs the instrument and assists Party Chief.

Rodman--One who holds the rod and assists the Survey Crew

Wages:(Per Hour) 07/01/2021

Building Construction:

Party Chief	\$ 76.09
Instrument Man	\$ 60.41
Rodman	\$ 41.11

Steel Erection:

Party Chief	\$ 79.02
Instrument Man	\$ 62.89
Rodman	\$ 44.03

Heavy Construction-NYC counties only:
(Foundation, Excavation.)

Party Chief	\$ 84.60
Instrument man	\$ 63.79
Rodman	\$ 54.52

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

Building Construction \$ 24.40* +\$ 7.15

Steel Erection \$ 25.00* +\$ 7.15

Heavy Construction \$ 25.25* +\$ 7.15

* This portion subject to same premium as wages

Non-Worked Holiday Supplemental Benefit:
\$ 16.45

OVERTIME PAY

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

Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.

Code "B" applies to Heavy Construction and Steel Erection and had double the rate after 8 hours on Saturdays.

HOLIDAY

Paid: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

9-15Db

Operating Engineer - Building

12/01/2021

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I:

Cranes (All Types up to 49 tons), Boom Trucks, Cherry Pickers (All Types), Clamshell Crane, Derrick (Stone and Steel), Dragline, Franki Pile Rig or similar, High Lift (Lull or similar) with crane attachment and winch used for hoisting or lifting, Hydraulic Cranes, Pile Drivers, Potain and similar.

Cranes (All types 50-99 tons), Drill Rig Casa Grande (CAT or similar), Franki Pile Rig or similar, Hydraulic Cranes (All types including Crawler Cranes- No specific boom length).

Cranes (All types 100 tons and over), All Tower Cranes, All Climbing Cranes irrespective of manufacturer and regardless of how the same is rigged, Franki Pile Rig or similar, Conventional Cranes (All types including Crawler Cranes-No specific boom length), Hydraulic Cranes.

GROUP I-A: Barber Green Loader-Euclid Loader, Bulldozer, Carrier-Trailer Horse, Concrete Cleaning Decontamination Machine Operator, Concrete-Portable Hoist, Conway or Similar Mucking Machines, Elevator & Cage, Excavators all types, Front End Loaders, Gradall, Shovel, Backhoe, etc. (Crawler or Truck), Heavy Equipment Robotics Operator/Mechanic, Hoist Engineer-Material, Hoist Portable Mobile Unit, Hoist (Single, Double or Triple Drum), Horizontal Directional Drill Locator, Horizontal Directional Drill Operator and Jersey Spreader, Letourneau or Tournapull (Scrapers over 20 yards Struck), Lift Slab Console, etc., Lull HiLift or Similar, Master Environmental Maintenance Mechanics, Mucking Machines Operator/Mechanic or Similar Type, Overhead Crane, Pavement Breaker (Air Ram), Paver (Concrete), Post Hole Digger, Power House Plant, Road Boring Machine, Road Mix Machine, Ross Carrier and Similar Machines, Rubber tire double end backhoes and similar machines, Scoopmobile Tractor-Shovel Over 1.5 yards, Shovel (Tunnels), Spreader (Asphalt) Telephie (Cableway), Tractor Type Demolition Equipment, Trenching Machines-Vermeer Concrete Saw Trencher and Similar, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine operator/mechanic, Winch Truck A Frame.

GROUP I-B: Compressor (Steel Erection), Mechanic (Outside All Types), Negative Air Machine (Asbestos Removal), Push Button (Buzz Box) Elevator.

GROUP II: Compactor Self-Propelled, Concrete Pump, Crane Operator in Training (Over 100 Tons), Grader, Machines Pulling Sheep's Foot Roller, Roller (4 ton and over), Scrapers (20 yards Struck and Under), Vibratory Rollers, Welder.

GROUP III-A: Asphalt Plant, Concrete Mixing Plants, Forklift (All power sources), Joy Drill or similar, Tractor Drilling Machine, Loader (1 1/2 yards and under), Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Skid Steer (Bobcat or similar), Stone Crusher, Well Drilling Machine, Well Point System.

GROUP III-B: Compressor Over 125 cu. Feet, Conveyor Belt Machine regardless of size, Compressor Plant, Ladder Hoist, Stud Machine.

GROUP IV-A: Batch Plant, Concrete Breaker, Concrete Spreader, Curb Cutter Machine, Finishing Machine-Concrete, Fine Grading Machine, Hepa Vac Clean Air Machine, Material Hopper (sand, stone, cement), Mulching Grass Spreader, Pump Gypsum etc, Pump-Plaster-Grout-Fireproofing. Roller (Under 4 Ton), Spreading and Fine Grading Machine, Steel Cutting Machine, Siphon Pump, Tar Joint Machine, Television Cameras for Water, Sewer, Gas etc. Turbo Jet Burner or Similar Equipment, Vibrator (1 to 5).

GROUP IV-B: Compressor (all types), Heater (All Types), Fire Watchman, Lighting Unit (Portable & Generator) Pump, Pump Station (Water, Sewer, Portable, Temporary), Welding Machine (Steel Erection & Excavation).

GROUP V: Mechanics Helper, Motorized Roller (walk behind), Stock Attendant, Welder's Helper, Maintenance Engineer Crane (75 ton and over).

Group VI-A: Welder Certified

GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour)

	07/01/2021	3/7/2022	3/6/2023
GROUP I			
Cranes- up to 49 tons	\$ 63.86	\$ 65.03	\$ 66.23
Cranes- 50 tons to 99 tons	66.07	67.28	68.53
Cranes- 100 tons and over	75.37	76.77	78.21
GROUP I-A	55.96	56.97	58.01
GROUP I-B	51.60	52.52	53.48
GROUP II	54.00	54.98	55.70
GROUP III-A	52.04	52.97	53.94
GROUP III-B	49.56	50.44	51.35
GROUP IV-A	51.52	52.44	53.40
GROUP IV-B	43.62	44.38	45.17
GROUP V	47.00	47.83	48.69
Group VI-A	54.94	55.93	56.96
GROUP VI-B			
Utility Man	44.61	45.39	46.21
Warehouse Man	46.74	47.57	48.42

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects.

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour.

Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour.

Loader operators over 5 cubic yard capacity additional .50 per hour.

Shovel operators over 4 cubic yard capacity additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2021	03/07/2022	03/06/2023
Journeyworker	\$ 29.17	\$ 29.87	\$ 30.57

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

8-137B

Operating Engineer - Heavy&Highway

12/01/2021

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane, (Crawler, Truck),
Dragline, Drill Rig (Casa Grande, Cat, or Similar), Floating Crane (Crane on Barges) under 100 tons, Gin Pole, Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger (Truck or Truck Mounted), Boat Captain, Bulldozer-All Sizes, Central Mix Plant Operator, Chipper (all types), Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader (Motor Grader), Elevator & Cage (Materials or Passenger), Excavator (and all attachments), Front End Loaders (1 1/2 yards and over), High Lift Lull and similar, Hoist (Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer (Material), Jack and Bore Machine, Log Skidders, Mill Machines, Mucking Machines, Overhead Crane, Paver (concrete), Post Pounder (of any type), Push Cats, Road Reclaimer, Robot Hammer (Brokk or similar), Robotic Equipment (Scope of Engineer Schedule), Ross Carrier and similar, Scrapers (20 yard struck and over), Side Boom, Slip Form Machine, Spreader (Asphalt), Trenching Machines (Telephies-Vermeer Concrete Saw), Tractor Type Demolition Equipment, Vacuum Truck. Vibratory Roller(Riding) or Roller used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver (Asphalt).

GROUP II-A: Ballast Regulators, Compactor Self Propelled, Fusion Machine, Rail Anchor Machines, Roller (4 ton and over), Scrapers (20 yard struck and under).

GROUP II-B: Mechanic (Outside) All Types, Shop Mechanic.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker (Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift (all types), Gas Tapping (Live), Hydroseeder, Loader (1 1/2 yards and under), Locomotive (all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher (Apprentice), Powerhouse Plant, Roller (under 4 ton), Sheer Excavator, Skid Steer/Bobcat, Stone Crusher, Sweeper (with seat), Well Drilling Machine.

GROUP IV: Service Person (Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine (Truck Mounted), Heater (all types), Lighting Unit (Portable), Maintenance Engineer (For Crane Only), Mechanics Helper, Pump (Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck (Sewer Jet or Similar), Welders Helper, Welding Machine (Steel Erection), Well Point System.

GROUP V: All Tower Cranes-All Climbing Cranes and all cranes of 100-ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged, Hoist Engineer (Steel), Engineer-Pile Driver, Jersey Spreader, Pavement Breaker/Post Hole Digger.

WAGES: Per hour:	07/01/2021	03/07/2022	03/06/2023
Group I	\$ 64.63	\$ 65.97	\$ 67.27
Group I-A	57.02	58.16	59.26
Group I-B	60.06	61.28	62.46
Group II-A	54.61	55.70	56.74
Group II-B	56.31	57.44	58.52
Group III	53.66	54.72	55.74
Group IV	48.80	49.74	50.63
Group IV-B	41.94	42.71	43.43
Group V			
Engineer All Tower, Climbing and			
Cranes of 100 Tons	73.18	74.73	76.24
Hoist Engineer(Steel)	66.29	67.67	69.01

Engineer(Pile Driver)	70.67	72.16	73.61
Jersey Spreader,Pavement Breaker (Air Ram)Post Hole Digger	55.87	56.99	58.06

SHIFT DIFFERENTIAL:

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts on all government mandated off-shift work

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour over the rate listed in the Wage Schedule. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour over the rate listed in the Wage Schedule. Loader and Excavator Operators: over 5 cubic yards capacity \$0.50 per hour over the rate listed in the Wage Schedule. Shovel Operators: over 4 cubic yards capacity \$1.00 per hour over the rate listed in the Wage Schedule.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday; Friday may be used as a make-up day.

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:	07/01/2021	03/07/2022	03/06/2023
	\$ 31.60 up to 40 Hours	\$ 32.60 up to 40 hours	\$ 33.75 up to 40 hours
	After 40 hours \$ 22.40* PLUS \$ 1.20 on all hours worked	After 40 hours \$ 23.40* PLUS \$ 1.20 on all hours worked	After 40 hours \$ 24.50* PLUS \$ 1.25 on all hours worked

*This amount is subject to premium

OVERTIME PAY

See (B, E, E2, P, *R, **U) on OVERTIME PAGE

HOLIDAY

Paid:..... See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

Overtime..... See (5, 6, 8, 15, 25, 26) on OVERTIME PAGE

* For Holiday codes 8,15,25,26 code R applies

** For Holiday Codes 5 & 6 code U applies

Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

REGISTERED APPRENTICES

(1)year terms at the following rate.

	07/01/2021	03/07/2022	03/06/2023
1st term	\$ 28.51	\$ 29.08	\$ 29.63
2nd term	34.21	34.90	35.56
3rd term	39.91	40.71	41.48
4th term	45.61	46.53	47.41
Supplemental Benefits per hour:			
	23.60	24.55	25.70

8-137HH

Operating Engineer - Heavy&Highway

12/01/2021

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: South of the North city line of Poughkeepsie

WAGES

Party Chief - One who directs a survey party

Instrument Man - One who runs the instrument and assists Party Chief

Rodman - One who holds the rod and in general, assists the Survey Crew

Categories cover GPS & Underground Surveying

Per Hour: 07/01/2021

Party Chief \$ 81.72

Instrument Man 61.43
Rodman 52.40

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

All Categories
Straight Time: \$ 25.25* plus \$7.15

Premium:
Time & 1/2 \$ 37.88* plus \$7.15

Double Time \$ 50.50* plus \$7.15

Non-Worked Holiday Supplemental Benefits:
\$ 16.45

OVERTIME PAY

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

* Doubletime paid on all hours in excess of 8 hours on Saturday

HOLIDAY

Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

9-15Dh

Operating Engineer - Heavy&Highway - Tunnel

12/01/2021

JOB DESCRIPTION Operating Engineer - Heavy&Highway - Tunnel

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane(Crawler,Truck), Dragline, Drill Rig Casa Grande(Cat or Similar), Floating Crane(Crane on Barge-Under 100 Tons), Hoist Engineer(Concrete/Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger(Truck or Truck Mounted), Boat Captain, Bull Dozer-all sizes, Central Mix Plant Operator, Chipper-all types, Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader(Motor Grader), Elevator & Cage(Materials or Passengers), Excavator(and all attachments), Front End Loaders(1 1/2 yards and over), High Lift Lull, Hoist(Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer(Material), Jack and Bore Machine, Log Skidder, Milling Machine, Moveable Concrete Barrier Transfer & Transport Vehicle, Mucking Machines. Overhead Crane, Paver(Concrete), Post Pounder of any type, Push Cats, Road Reclaimer, Robot Hammer(Brokk or similar), Robotic Equipment(Scope of Engineer Schedule), Ross Carrier and similar machines, Scrapers(20 yards struck and over), Side Boom, Slip Form Machine, Spreader(Asphalt), Trenching Machines, Telephies-Vermeer Concrete Saw, Tractor type demolition equipment, Vacuum Truck, Vibratory Roller (Riding) used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver(Asphalt).

GROUP II-A: Ballast Regulators, Compactor(Self-propelled), Fusion Machine, Rail Anchor Machines, Roller(4 ton and over), Scrapers(20 yard struck and under).

GROUP II-B: Mechanic(outside)all types, Shop Mechanic.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler(High Pressure), Concrete Breaker(Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift(all types of power), Gas Tapping(Live), Hydroseeder, Loader(1 1/2 yards and under), Locomotive(all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher(Apprentice), Powerhouse Plant, Roller(under 4 ton), Sheer Excavator, Skidsteer/Bobcat, Stone Crusher, Sweeper(with seat), Well Drilling Machine.

GROUP IV-A: Service Person(Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine(Truck Mounted), Heater(all types), Lighting Unit(Portable), Maintenance Engineer(for Crane only), Mechanics Helper, Pump(Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck(Sewer Jet or similar), Welding Machine(Steel Erection), Welders Helper.

GROUP V-A: Engineer(all Tower Cranes, all Climbing Cranes & all Cranes of 100 ton capacity or greater),Hoist Engineer(Steel-Sub Structure), Engineer-Pile Driver, Jersey-Spreader, Pavement breaker, Post Hole Digger

WAGES: (per hour)

	07/01/2021	03/07/2022	03/06/2023
GROUP I	\$ 64.63	\$ 65.97	\$ 67.27
GROUP I-A	57.02	58.16	59.21
GROUP I-B	60.06	61.28	62.46
GROUP II-A	54.61	55.70	56.74
GROUP II-B	56.31	57.44	58.52
GROUP III	53.66	54.72	55.74
GROUP IV-A	48.80	49.74	50.63
GROUP IV-B	41.94	42.71	43.43
GROUP V-A			
Engineer-Cranes	73.18	74.73	76.24
Engineer-Pile Driver	70.67	72.16	73.61
Hoist Engineer	66.29	67.67	69.01
Jersey Spreader/Post Hole Digger	55.87	56.99	58.06

SHIFT DIFFERENTIAL:

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts
on all government mandated off-shift work

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects. Operators required to use two buckets pouring concrete on other than road pavement shall receive \$0.50 per hour over scale. Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour. Operators of shovels with a capacity over (4) cubic yards shall be paid an additional \$1.00 per hour. Operators of loaders with a capacity over (5) cubic yards shall be paid an additional \$0.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

	07/01/2021	03/07/2022	03/06/2023
	\$ 23.60	\$ 24.55	\$ 25.70
	+ \$8.00	+ \$8.00	+ \$8.00
(Limited to first 40 hours)		(Limited to first 40 hours)	(Limited to first 40 hours)

OVERTIME PAY

See (D, O, *U, V) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

* Note: For Holiday codes 5 & 6, code U applies. For Holiday codes 8, 15, 25, 26, code R applies.

Note: If employees are required to work on Easter Sunday, they shall be paid at the rate of triple time.

REGISTERED APPRENTICES

(1)year terms at the following rates:

	07/01/2021	03/07/2022	03/06/2023
1st term	\$ 28.51	\$ 29.08	\$ 29.63
2nd term	34.21	34.90	35.56
3rd term	39.91	40.71	41.48
4th term	45.61	46.53	47.41

Supplemental Benefits per hour:

All terms	\$ 23.60	\$ 24.55	\$ 25.70
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Operating Engineer - Marine Dredging

12/01/2021

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2021	10/01/2021
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 41.42	\$ 41.42
CLASS A2 Crane Operator (360 swing)	36.91	36.91
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	35.82	35.82
CLASS B2 Certified Welder	33.72	33.72
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	32.80	32.80
CLASS C2 Boat Operator	30.89	31.74
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	25.66	26.37

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	07/01/2021 \$11.98 plus 8% of straight time wage, Overtime hours add \$ 0.63	10/01/2021 \$11.98 plus 8% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48	11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48
All Class D	\$11.38 plus 8%	11.38 plus 8%

of straight time
wage, Overtime hours
add \$ 0.33

of straight time
wage, Overtime hours
add \$ 0.33

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer

12/01/2021

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: That part in Dutchess County lying South of the North City line of Poughkeepsie.

WAGES

Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: 07/01/2021
Survey Classifications

Party Chief \$ 45.83
Instrument Man 38.17
Rodman 33.34

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: \$ 20.60

OVERTIME PAY

OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.

*Doubletime paid on the 9th hour on Saturday.

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

Painter

12/01/2021

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2021

Brush \$ 50.30*

Abatement/Removal of lead based
or lead containing paint on
materials to be repainted. 50.30*

Spray & Scaffold \$ 53.30*
Fire Escape 53.30*
Decorator 53.30*
Paperhanger/Wall Coverer 52.93*

*Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2021

Paperhanger \$ 31.83
All others 29.81
Premium 33.40**

**Applies only to "All others" category, not paperhanger journeyworker.

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

One (1) year terms at the following wage rate.

Per hour:	07/01/2021
Appr 1st term...	\$ 19.56*
Appr 2nd term...	25.12*
Appr 3rd term...	30.42*
Appr 4th term...	40.65*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

Per Hour:	07/01/2021
Appr 1st term...	\$ 14.72
Appr 2nd term...	18.23
Appr 3rd term...	21.06
Appr 4th term...	26.67

8-NYDC9-B/S

Painter

12/01/2021

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Putnam, Suffolk, Westchester

PARTIAL COUNTIES

Nassau: All of Nassau except the areas described below: Atlantic Beach, Ceadhurst, East Rockaway, Gibson, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd. turn right going west all the above territory. Starting at Union Turnpike and Lakeville Rd. going north to Northern Blvd. the west side of Lakeville road to Northern blvd. At Northern blvd. going east the district north of Northern blvd. to Port Washington Blvd. West of Port Washington blvd. to St. Francis Hospital then north of first traffic light to Port Washington and Sands Point, Manor HAVen, Harbour Acres.

WAGES

Per hour:	07/01/2021
Drywall Taper	\$ 50.30*

*Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2021
Journeyman	\$ 29.81

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages - Per Hour:	07/01/2021
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1500 hour terms at the following wage rate:

1st term	\$ 19.56*
2nd term	25.12*
3rd term	30.42*
4th term	40.65*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:

One year term (1500 hours) at the following dollar amount.

1st year	\$ 14.72
2nd year	18.23
3rd year	21.06
4th year	26.67

8-NYDCT9-DWT

Painter - Bridge & Structural Steel

12/01/2021

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per Hour:

STEEL:

Bridge Painting:	07/01/2021	10/01/2021
	\$ 51.50	\$ 53.00
	+ 8.63*	+ 9.63*

ADDITIONAL \$6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SHIFT WORK:

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:	07/01/2021	10/01/2021
	\$ 10.90	\$ 10.90
	+ 30.00*	+ 30.60*

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms	07/01/2021	10/01/2021
1st year	\$ 20.60	\$ 21.20
	+ 3.45*	+ 3.86*
2nd year	\$ 30.90	\$ 31.80
	+ 5.18*	+ 5.78*

3rd year	\$ 41.20 + 6.90*	\$ 42.40 + 7.70*
Supplemental Benefits - Per hour:		
1st year	\$.25 + 12.00*	\$.25 + 12.24*
2nd year	\$ 10.90 + 18.00*	\$ 10.90 + 18.36*
3rd year	\$ 10.20 + 24.00*	\$ 10.90 + 24.48*

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

Painter - Line Striping	12/01/2021
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JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2021	07/01/2022
Striping-Machine Operator*	\$ 30.32	\$ 31.53
Linerman Thermoplastic	36.93	38.34

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

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

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2021	07/01/2022
Journeyworker:		
Striping Machine Operator:	\$ 10.03	\$ 10.03
Linerman Thermoplastic:	10.03	10.03

OVERTIME PAY

See (B, B2, E2, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE
Overtime: See (5, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES

One (1) year terms at the following wage rates:

	07/01/2021	12/31/2021	07/01/2022
1st Term*:	\$ 15.00	\$ 15.00	\$ 15.00
1st Term**:	14.00	15.00	15.00
1st Term***:	12.50	13.20	13.20
2nd Term:	18.19	18.19	18.92
3rd Term:	24.26	24.26	25.22

*Bronx, Kings, New York, Queens, Richmond, and Suffolk counties

**Nassau and Westchester counties

***All other counties

Supplemental Benefits per hour:

1st term:	\$ 9.16	\$ 9.16	\$ 9.16
2nd Term:	9.16	9.16	10.03
3rd Term:	9.16	9.16	10.03

8-1456-LS

Painter - Metal Polisher

12/01/2021

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2021
Metal Polisher	\$ 37.13
Metal Polisher*	38.23
Metal Polisher**	41.13

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

Journeyworker:

All classification \$ 10.64

OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

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

Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

	07/01/2021
1st year	\$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 7.39
2nd year	7.39
3rd year	7.39

8-8A/28A-MP

Plumber

12/01/2021

JOB DESCRIPTION Plumber

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

Per hour:

07/01/2021

Plumber and
Steamfitter

\$ 59.01

SHIFT WORK:

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker

\$ 39.26

OVERTIME PAY

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

OVERTIME:.... See on OVERTIME PAGE.

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 8, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1)year terms at the following wages:

1st Term

\$ 21.89

2nd Term

25.13

3rd Term

29.01

4th Term

41.43

5th Term

44.45

Supplemental Benefits per hour:

1st term

\$ 16.25

2nd term

18.13

3rd term

21.57

4th term

28.41

5th term

30.11

8-21.1-ST

Plumber - HVAC / Service

12/01/2021

JOB DESCRIPTION Plumber - HVAC / Service

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

Delaware: Only the townships of Middletown and Roxbury

Ulster: Entire County(including Wallkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

Per hour:

07/01/2021

HVAC Service

\$ 40.68

+ \$ 4.32*

*Note: This portion of wage is not subject to overtime premium.

SUPPLEMENTAL BENEFITS

Per hour:

07/01/2021

Journeyworker HVAC Service

\$ 26.54

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

HVAC SERVICE

(1) year terms at the following wages:

1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
\$ 18.50	\$ 21.88	\$ 27.31	\$ 33.56	\$ 36.36
+\$2.37*	+\$2.67*	+\$3.22*	+\$3.84*	+\$4.07*

*Note: This portion of wage is not subject to overtime premium.

Supplemental Benefits per hour:

Apprentices 07/01/2021

1st term	\$ 19.66
2nd term	20.86
3rd term	22.21
4th term	24.02
5th term	25.33

8-21.1&2-SF/Re/AC

Plumber - Jobbing & Alterations

12/01/2021

JOB DESCRIPTION Plumber - Jobbing & Alterations

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

Ulster: Entire county (including Wallkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

Per hour:	07/01/2021
Journeyworker:	\$ 45.83

Repairs, replacements and alteration work is any repair or replacement of a present plumbing system that does not change existing roughing or water supply lines.

SHIFT WORK:

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS

Per hour:
Journeyworker

\$ 32.96

OVERTIME PAY

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

*When used as a make-up day, hours after 8 on Saturday shall be paid at time and one half.

HOLIDAY

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

REGISTERED APPRENTICES

(1) year terms at the following wages:

1st year	\$ 19.88
2nd year	22.06
3rd year	23.90
4th year	33.57
5th year	35.46

Supplemental Benefits per hour:

1st year	\$ 10.74
2nd year	12.65
3rd year	16.58
4th year	22.39
5th year	24.32

8-21.3-J&A

Roofer

12/01/2021

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2021

Roofer/Waterproofer \$ 45.25
+ \$7.00*

* This portion is not subjected to overtime premiums.

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

SUPPLEMENTAL BENEFITS

Per Hour: \$ 28.62

OVERTIME PAY

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year term

1st	2nd	3rd	4th
\$ 15.84	\$ 22.63	\$ 27.15	\$ 33.94
	+ 3.50*	+ 4.20*	+ 5.26*

Supplements:

1st	2nd	3rd	4th
\$ 3.72	\$ 14.47	\$ 17.30	\$ 21.55

9-8R

Sheetmetal Worker

12/01/2021

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

07/01/2021
SheetMetal Worker \$ 44.15
+ 3.37*

*This portion is not subject to overtime premiums.

SHIFT WORK

For all NYS D.O.T. and other Governmental mandated off-shift work:

10% increase for additional shifts for a minimum of five (5) days

SUPPLEMENTAL BENEFITS

Journeyworker \$ 44.20

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 16.36	\$ 18.41	\$ 20.46	\$ 22.51	\$ 24.54	\$ 26.60	\$ 29.12	\$ 31.65
+ 1.35*	+ 1.52*	+ 1.69*	+ 1.85*	+ 2.02*	+ 2.19*	+ 2.36*	+ 2.53*

*This portion is not subject to overtime premiums.

Supplemental Benefits per hour:

Apprentices

1st term	\$ 18.96
2nd term	21.34
3rd term	23.71
4th term	26.11
5th term	28.46
6th term	30.82
7th term	32.72
8th term	34.64

8-38

Sheetmetal Worker

12/01/2021

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2021	8/01/2021
Sign Erector	\$ 52.29	\$ 53.97

NOTE: Structurally Supported Overhead Highway Signs(See STRUCTURAL IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2021	8/01/2021
Sign Erector	\$ 51.26	\$ 53.15

OVERTIME PAY

See (A, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:
6 month Terms at the following percentage of Sign Erectors wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	40%	45%	50%	55%	60%	65%	70%	75%	80%

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2021

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 14.34	\$ 16.26	\$ 18.17	\$ 20.10	\$ 28.02	\$ 30.47	\$ 33.72	\$ 36.27	\$ 38.77	\$ 41.29

8/01/2021

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD

4-137-SE

Sprinkler Fitter

12/01/2021

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

Per hour 07/01/2021

Sprinkler \$ 47.19
Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journey person \$ 28.09

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 22.67	\$ 25.19	\$ 27.46	\$ 29.98	\$ 32.50	\$ 35.02	\$ 37.54	\$ 40.05	\$ 42.57	\$ 45.09

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.27	\$ 8.27	\$ 19.22	\$ 19.22	\$ 19.47	\$ 19.47	\$ 19.47	\$ 19.47	\$ 19.47	\$ 19.47
									1-669.2

Teamster - Building / Heavy&Highway

12/01/2021

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

GROUP A: Straight Trucks (6-wheeler and 10-wheeler), A-frame, Winch, Dynamite Seeding, Mulching, Agitator, Water, Attenuator, Light Towers, Cement (all types), Suburban, Station Wagons, Cars, Pick Ups, any vehicle carrying materials of any kind.

GROUP AA: Tack Coat

GROUP B: Tractor & Trailers (all types).

GROUP BB: Tri-Axle, 14 Wheeler

GROUP C: Low Boy (carrying equipment).

GROUP D: Fuel Trucks, Tire Trucks.

GROUP E: Off-road Equipment (over 40 tons): Athey Wagons, Belly Dumps, Articulated Dumps, Trailer Wagons.

GROUP F: Off-road Equipment (over 40 tons) Euclid, DJB.

GROUP G: Off-road Equipment (under 40 tons) Athey Wagons, Belly Articulated Dumps, Trailer Wagons.

GROUP H: Off-road Equipment (under 40 tons), Euclid.

GROUP HH: Off-road Equipment (under 40 tons) D.J.B.

GROUP I: Off-road Equipment (under 40 tons) Darts.

GROUP II: Off-road Equipment (under 40 tons) RXS.

WAGES:(per hour)

07/01/2021

GROUP A	\$ 42.47*
GROUP AA	45.27*
GROUP B	43.09*
GROUP BB	42.59*
GROUP C	45.22*
GROUP D	42.92*
GROUP E	43.47*
GROUP F	44.47*
GROUP G	43.22*
GROUP H	43.84*
GROUP HH	44.22*
GROUP I	43.97*

GROUP II 44.34*

* To calculate premium wage, subtract \$.20 from the hourly wage.

Note: Fuel truck operators on construction sites addit. \$5.00 per day.
For work on hazardous/toxic waste site addit. 20% of hourly rate.

Shift Differential: When mandated by the contracting agency, DOT, or any governmental agency contracts shall receive a shift differential of fifteen (15%) above the wage rate.

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

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

SUPPLEMENTAL BENEFITS

Per hour:
Journeyworker

First 40 hours	\$ 33.64
41st-45th hours	15.18
Over 45 hours	0.26

OVERTIME PAY

See (B, E, P, R) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

8-456

Welder

12/01/2021

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour 07/01/2021

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday

(29) Juneteenth



New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

☐ 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
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES ☐ NO ☐

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

NYSDOL Bureau of Public Work Debarment List 11/29/2021

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	NYC	*****9839	A.J.S. PROJECT MANAGEMENT, INC.		149 FIFTH AVENUE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		AMJAD NAZIR		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	NYC		ANTHONY J SCLAFANI		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DOL		ARVINDER ATWAL		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC	*****5532	ATWAL MECHANICALS, INC		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****2591	AVI 212 INC.		260 CROSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****0225	C&D LAFACE CONSTRUCTION, INC.		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023

NYSDOL Bureau of Public Work Debarment List 11/29/2021

Article 8

DOL	DOL	*****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINNESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL		CARMENA RACHETTA		8531 OSWEGO ROAD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	*****1143	CARMODY BUILDING CORP	CARMODY CONTRACTING AND CARMODY CONTRACTING CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC		CHARLES 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
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANO A/K/A CHRIS PAPASTEFANO		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		DALJIT KAUR BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE	02/21/2017	02/21/2022

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DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL		DOMENICO LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DUARTE LOPES		66-05 WOODHAVEN BLVD. STE 2 REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DR MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	NYC		FRANK MAINI		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		GIOVANNI LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	NYC	*****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		GREAT ESTATE CONSTRUCTION, INC.		327 STAGG ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3228	HEIGHTS ELEVATOR CORP.		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASSELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023

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DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN LUCIANO			05/14/2018	05/14/2023
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JOSEPH FOLEY		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	*****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	NYC		K.S. CONTRACTING CORP.		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998

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DOL	DOL	*****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DA	*****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	*****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	NYC		MARTINE ALTER		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MCLEAN "MIKKI BEANE"		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022

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DOL	DOL		MCLEAN M DRAKE-BEANE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	NYC	*****3826	MOVING MAVEN OF NY, INC.		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	NYC	*****3550	MOVING MAVEN, INC		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	DOL	*****3684	NATIONAL LAWN SPRINKLERS, INC.		645 N BROADWAY WHITE PLAINS NY 10603	05/14/2018	05/14/2023
DOL	NYC		NICHOLAS FILIPAKIS		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLETOWN PA 18104	09/17/2020	09/17/2025
DOL	DOL	*****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL	*****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	NYC	*****0818	ONE TEN RESTORATION, INC.		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	NYC		PARESH SHAH		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	NYC	*****9422	PELIUM CONSTRUCTION, INC.		22-33 35TH ST. ASTORIA NY 11105	12/30/2016	12/30/2021
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	*****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	NYC	*****5771	PMJ ELECTRICAL CORP		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC	*****4532	PROFESSIONAL PAVERS CORP.		66-05 WOODHAVEN BLVD. RECOARD NY 11374	04/20/2017	04/20/2022

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DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	AG	*****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	*****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	*****9148	RICHARD TIMIAN	RICH T CONSTRUCTI ON	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	NYC		ROBERT HOHMAN		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	*****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPIE NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		SANDEEP BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL	*****9751	SCW CONSTRUCTION		544 OLD ROUTE 23	02/14/2017	02/14/2022

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DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	*****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	*****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	NYC	*****5863	SUKHMANY CONSTRUCTION, INC.		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	*****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	*****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****6418	VALHALLA CONSTRUCTION.		796 PHLEPS ROAD	12/01/2020	12/01/2025

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DOL	NYC	*****7361	VIABLE HOLDINGS, INC.	MOVING MAVEN	1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		VIKTAR PATONICH		2630 CROPSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM C WATKINS		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC	*****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022

TECHNICAL SPECIFICATIONS

DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION
Division of Engineering

SECTION 02071 - ASBESTOS ABATEMENT **(ITEM D)**

PART 1: WORK OF THIS SECTION

PART 2: DEFINITIONS AND STANDARDS

PART 3: ADMINISTRATIVE (Licensing and Certifications)

PART 4: GENERAL PROJECT AIR SAMPLING AND LABORATORY ANALYSIS

PART 5: ASBESTOS SURVEY PLANNING AND DESIGN

PART 6: PHASE 1B: BACKGROUND AIR SAMPLING

PART 7: PHASE IIA: WORK AREA PREPARATION

PART 8: PHASE II B ASBESTOS ABATEMENT

PART 9: PHASE II C FINAL CLEANING AND CLEARANCE PROCEDURES

PART 10: PHASE II D FINAL WASTE REMOVAL FROM SITE REQUIREMENTS

PART 11: MISCELLANEOUS

PART 12: SITES AND PERMITS FOR DISPOSAL OF ASBESTOS CONTAINING
MATERIALS

PART 1 - WORK OF THIS SECTION

1.1 SUMMARY

- A. Applicable requirements of the Information for Bidders, and General and Special Clauses.
- B. The Contractor shall furnish all labor, materials, services and equipment necessary for the complete removal of all asbestos containing materials and such work shall include the removal of all related items required to perform the asbestos removal work.

1.2 REFERENCES

- A. All work shall be performed in accordance with the guidelines and regulations of the governing state agencies, these specifications and the following:
- B. New York State Department of Labor (DOL): Industrial Code Rule No. 56.
- C. New York State Department of Environmental Conservation (DEC): 6NYCRR Part 364.
- D. Occupational Safety and Health Administration (OSHA): Asbestos Regulations (29 CFR Part 1926.1101).
- E. U.S. Environmental Protection Agency (EPA): National Emission Standards for Hazardous Air Pollutants; Asbestos NESHAP Revision; Final Rule.

1.3 SPECIAL REQUIREMENTS

- A. All invoices must be returned to DPW for processing within a maximum of (30) thirty days from the day of occurrence.

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- B. Contractor shall have alternate labs available if necessary to accommodate the turn-around time requests, at all times.
- C. Additional Insurance requirements as specified in related sections.

1.4 DESCRIPTION OF THE WORK

- A. The Contractor shall furnish all labor, materials, services, insurance, patents, and equipment necessary to perform the Work of this Contract. All work will be conducted in compliance with EPA, OSHA, and NYS regulations, any other applicable federal, state, and local regulations and in accordance with these specifications.
- B. In the event there is a conflicting point between these provisions, the most stringent one shall apply.
- C. The work to be generally performed under this section is as described below:

NOTE: FOR AREAS OF CERAMIC TILE DEMOLITION AT THREE RESTROOMS ON THE FIFTH FLOOR INCLUDE ASBESTOS ABATEMENT FOR GROUT AND MORTAR SETTING MATERIAL

ITEM	QUANTITY	ITEM
A	108	Linear feet of Asbestos Containing Material (ACM) Pipe Insulation Removals (2-1/2").
B	9	Linear feet of Asbestos Containing Material (ACM) Pipe Insulation Removals (2").
C	12	Linear feet of ACM Pipe Insulation Removals (1-1/2").
D	24	Linear feet of ACM Pipe Insulation Removals (1-")
E	84	Linear feet of ACM Pipe Insulation Removals (3/4")
F	0	Linear feet of lead removals ("Peel-Away" chemical peel procedure)
G	0	Square feet of lead removals ("Peel-Away" chemical peel procedure)
H	0	Square feet of mold removals on pipe insulation (2-6 in. dia.)
I	0	Square feet of mold removals on sheetrock surfaces
J	0	Square feet of mold removals on plaster surfaces
K	72	Square feet of ACM removals on grout and mortar setting material

- D. PROPOSED WORK SCHEDULES:
- E. Work shifts: Refer to Construction Notes & Phasing Plan G-1
- F. These shifts may be adjusted as necessary to meet project goals.

1.5 SUBMITTALS

- A. 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.
 - 2. Asbestos Removal Company Data: Name and address of proposed asbestos removal company.

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3. Work Plan: For information only, submit one copy of the work plan required under Quality Assurance Article.
 4. Waste Transporter Permit: One copy of transporter's current waste transporter permit.
- B. Contract Closeout Submittals:
1. Disposal Site Receipts: Copy of each receipt showing the ACM has been properly disposed.
 2. Contractor's Asbestos Abatement Report
- C. General Submittals:
1. The following items shall be submitted with your bid:
 - a. Contractor's Certification- Submit documentation confirming licensing by New York State Commission of Labor for asbestos work in accordance with the Industrial Code Rule 56.
 - b. License for any patented process or device utilized in the performance of the work as specified.
 - c. Insurance Requirements: The successful Bidder shall submit with their bid copies of the Insurance Policies in the types and amounts stipulated in the Information for Bidders Section "Insurance Requirements". In addition to the "claims made" insurance policies, the Contractor shall maintain an Asbestos Abatement General Liability Occurrence Policy in amounts not less than \$1,000,000, Naming Owner as the Certificate Holder. "The County of Westchester" must be named as an Additional Insured under all insurance policies associated with this project.
 2. The following items shall be submitted at the pre-construction meeting-which shall be held prior to the start of the project with the Owner/Engineer, the Contractor and the air monitor:
 - a. Training- Submit certificates signed by each employee, prior to his beginning work, that the employee has received training in the proper handling of materials that contain asbestos; understands the health implications and risks involved, including the illness possible from exposure to airborne asbestos fibers; understands the results of monitoring of airborne quantities of asbestos as related to health and respiratory equipment. Prior to work, provide proof that training requirements as specified in New York State Industrial Code 56 and the OSHA Regulation 29 CFR 1926.58 (k) (3) have been complied with.
 - b. Landfill and Hauler (Permits)- The Contractor shall submit and maintain copies of documentation that the proposed hauler and landfill are permitted and willing to accept the asbestos waste. Provide name of hauler with DEC permit (NYS Part 364) if asbestos waste is over 500 lbs.
 - c. Provide name of landfill and transfer station if any with DEC permit (NYS Part 360) and EPA Identification No.
 - d. The hauler carrying asbestos to the disposal site in addition to the types and amounts stipulated in the Information of Bidders section "Insurance Requirements", shall carry Pollution Liability Insurance covering Transit, Sudden & Accidental, and Clean-up in the amount not less than \$1,000,000.
 - e. Negative Pressure System- Prior to the start of any work, submit to the Engineer the design of the negative pressure system. The Contractor shall not begin work until a submittal is approved by the Engineer. The submittal shall include at a minimum:
 - 1) Number of negative air machines required and the calculations necessary to determine the number of machines.

- 2) Description of projected air flow within the work area and methods required to provide adequate air flow in all portions of the work area.
 - 3) Manufacturers product data and certifications for the machines to be used.
 - 4) Location of machines in the work area.
 - 5) Location of pressure differential measurement equipment.
 - 6) Manufacturers product data on equipment used to monitor pressure differential.
- D. At the meeting, the Contractor shall also present a written report to detail the following:
1. Preparation of Work Site- Submit a detailed plan of the work procedures to be used in the removal and demolition of materials containing asbestos. Such plan shall include location of asbestos control areas, decontamination units, location of access routes to asbestos control areas, interface of trades involved in the construction, sequencing of asbestos related work, disposal plan, type of wetting agent and asbestos sealer to be used, and a detailed description of the method to be employed in order to control pollution. This plan must be approved prior to the start of any asbestos work.
 2. Description of protective clothing and approved respirators to be used.
 3. Delineation of responsibility of work, site isolation, and work area security methods.
 4. Explanation of decontamination sequence.
 5. Description of all removal methods to be used.
 6. Explanation of the handling of asbestos- contaminated waste.
 7. Personnel air monitoring procedures to be observed, with schedule. (Area air monitoring by independent air monitor).
 8. Description of the final clean-up procedures to be used.
 9. Contingency Plan- Provide plan for emergency actions in case of an emergency or fire as required by OSHA in 29 CFR 1910.38.
- E. The Contractor shall provide the Owner with phone numbers of at least three (3) responsible persons who shall be in a position to dispatch men and equipment to the project in the event of an emergency.
- F. Prior to activation of the Work Zone, the Contractor shall submit to the Engineer and post at the job site a copy of emergency, security, and contingency plans as follows:
1. A plan to provide emergency and fire evacuation for removing workers from the Work Zone in an emergency.
 2. A plan for maintaining the security of the work zone. The security plan shall provide a means of preventing accidental or unauthorized entry.
 3. A contingency plan addressing emergencies, equipment failures, and barrier failure. This plan should include telephone numbers of representatives of the Contractor to be contacted in emergency.
 4. Name of the Contractor's Representative- The Contractor's representative shall be on the job site full time. Removal shall not Proceed until the above details are reviewed and approved by the Owner/Engineer.
 5. Estimated work schedule and completion timetable.
 6. Decontamination Enclosure Systems- Submit to the Engineer a description of the plans for isolation of the work areas in compliance with this specification and applicable regulations.
 7. Air Supply System- Submit certification and description of the air-respiratory system to be used. The system shall comply at a minimum, with Subpart G, Asbestos Abatement Projects of 40 CRF 763.121.

- G. Prior to activation of the Work Zone, the Contractor shall submit to the Engineer and post at the job site a copy of construction, staffing, and equipment schedules:
 - 1. A construction schedule starting critical dates of the job including start of mobilization, activation, deactivation, and demobilization.
 - 2. A schedule of staffing stating number of works per shift, name and number of supervisor(s) per shift, hours per shift, shifts per day, and total days to be worked.
 - 3. Submit changes in schedule or staffing in writing to the Engineer prior to implementation.
 - 4. A schedule of equipment to be used including numbers and types of all major equipment such as high efficiency particulate absolute (HEPA) air filtration units, HEPA vacuums, and airless sprayers.
- H. During asbestos removal, the Contractor shall maintain and provide upon request, documentation of worker training on asbestos issues and related construction practices using the form provided or similar. These records shall be kept on file by Contractor for 30 years.
- I. During asbestos removal, the Contractor shall maintain and provide upon request, records signed by a physician documenting worker medical examinations with chest x-rays and pulmonary function tests. These records shall be kept on file by the Contractor for the duration of employment plus 30 years.
- J. After asbestos removal, the Contractor shall submit and maintain a copy of the job log book showing sign in/sign out of all persons entering the Work Zone, including name, date, time, and position or function and general description of daily activity.
- K. Special Reports-General- Except as otherwise indicated, submit special reports directly to the Owner and the Engineer within one day of occurrence requiring special report, with copies to all others affected by the occurrence.
- L. Reporting Unusual Events- When an event of unusual and significant nature occurs at the site (examples: failure of negative pressure system, rupture of temporary enclosures, unauthorized entry into work area), prepare and submit a special report listing date and time of event, chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. When such events are known or predictable in advance, advise Owner in advance at earliest possible date.
- M. Reporting Accidents- Prepare and submit special Reports of significant accidents, at the site and anywhere else work is in progress related to this project. Record and document data and actions; comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where they even posed a significant threat of loss or personal injury.

1.6 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. 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. The work plan shall include, but not be limited to, work procedures, types of equipment, crew size, and emergency procedures for fire and medical emergencies and for failure of containment barriers.
- D. If a variance is sought, do not finalize the work plan until the Department of Labor variance decision is received.

1.7 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 No. 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. The air handling system will not be restarted until approval of the air monitoring tests following the last cleaning.
- C. Electric services to those portions of the building and remaining facility not a part of the asbestos abatement work area shall be maintained at all times.
- D. No aisle or passageway shall be obstructed so as to reduce its required width as an exit.

PART 2 - DEFINITIONS AND STANDARDS

- 2.1 TERMS - As used in or in connection with this specification and Industrial Code Rule 56, the following terms mean:
 - 1. Abatement. Any portion of an asbestos project that includes procedures to control fiber release from asbestos containing material. This includes removal, encapsulation, enclosure, repair, or handling of asbestos material that may result in the release of asbestos fiber.
 - 2. Accepted Methods/Methodologies. Procedures, regulations, or standards, which are published by recognized standards organizations (e.g. NIOSH, ASTM, ANSI), or are included within federal, state or local governmental regulations (e.g. OSHA, USEPA).
 - 3. Active Project. A project becomes active when construction of the personal decontamination unit is required to be commenced, or when ACM, PACM or asbestos material is disturbed, whichever comes first, and is considered active until completion of Phase IID, unless, in response to a written request, permission is granted by the Department of Labor Engineering Services Unit to suspend the work on the project for a specified time period.
 - 4. Additional Contractual Work. Additional asbestos abatement work not originally included within the NYS DOL asbestos project notification.

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5. Adequately Wet. Sufficiently mix or penetrate a material with amended water to prevent the release of visible emissions. If visible emissions are observed coming from asbestos-containing material, then the material has not been adequately wetted.
6. Aggressive Air Sampling. An accepted method of sampling in which mechanical equipment is used before and during the sampling period to stir up settled dust/asbestos fibers.
7. Agricultural Building/Structure. A building/structure which is or was used exclusively for agricultural or horticultural activity. This definition does not include converted structures or buildings currently used for residential purposes or the processing or retail merchandising of agricultural or horticultural commodities.
8. Airlock. A system for permitting entrance and exit, while restricting air movement, between a contaminated area and an uncontaminated area.
9. Air Sampling. The process of measuring the fiber content of a known volume of air collected during a specific period of time, using accepted methodologies.
10. Ambient Air Sampling. A method of sampling by which an air sample is collected outside the regulated abatement work area, and is collected without the use of aggressive air sampling techniques.
11. Amended Water. Water to which a surfactant has been added.
12. Approved Asbestos Safety Training Program. A program, approved by the New York State Commissioner of Health, providing training in the various disciplines that may be involved in an asbestos project.
13. Asbestos. Any naturally occurring hydrated mineral silicate separable into commercially usable fibers, including chrysotile (serpentine), amosite (cumingtonite-grunerite), crocidolite (riebeckite), tremolite, anthophyllite and actinolite.
14. Asbestos Abatement Contractor. An asbestos contractor who performs abatement during an asbestos project or employs persons performing such abatement.
15. Asbestos Abatement Contractor Daily Project Log. A bound daily narrative journal maintained by the asbestos abatement contractor, which contains a synopsis of all pertinent events that occur throughout Phase II of the asbestos project.
16. Asbestos Containing Material (ACM). Any material containing greater than one percent (1%) of asbestos, also known as Asbestos Material.
17. Asbestos Contractor. The State, any political subdivision of the State, a public authority or any other governmental agency or instrumentality thereof, self employed person, company, unincorporated association, firm, partnership or corporation and any owner or operator thereof, which engages in any portion of an asbestos project, or employs persons engaged in any portion of an asbestos project. Exception: Property owners or prime contractors who hire asbestos contractors, but do not, themselves, direct or control the work.
18. Asbestos Control Bureau. Asbestos Control Bureau, Division of Safety and Health, New York State Department of Labor.

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19. Asbestos Handler (Worker). Any person who performs the duties described in Section 56.3.2(d)(1) of Industrial Code Rule 56.
20. Asbestos Handling Certificate. A certificate issued by the Commissioner in any of the categories set forth in Section 56-3.2(d) of this Part.
21. Asbestos Handling License. A license issued by the Commissioner pursuant to Section 56-3.1 of Industrial Code Rule 56.
22. Asbestos Material. Any material containing greater than one percent (1%) of asbestos, also known as Asbestos Containing Material (ACM).
23. Asbestos Project. Work that involves the removal, encapsulation, enclosure, repair or disturbance of friable or non-friable asbestos, or any handling of asbestos material that may result in the release of asbestos fibers. For the purpose of compliance with this Part, an asbestos project shall include any disturbance of asbestos fibers, and the planning, asbestos survey (as per Subpart 56-5.1 of Industrial Code Rule 56.), design, background air sampling, inspection, air sampling and oversight of abatement work, cleanup, and the handling of all asbestos material subject to abatement, as well as the supervising of such activities. Installation of friable ACM shall also be considered an asbestos project. An asbestos project starts with Phase I when the planning, asbestos survey, and design work begins or is required to begin. The project shall not be considered completed until Phase II D is complete. Where any work is subcontracted, only that part of the work involving asbestos shall be deemed to be an asbestos project. Asbestos projects include asbestos projects, Small asbestos projects, Minor asbestos projects, incidental disturbance asbestos projects and emergency projects as defined elsewhere in this Code. For purposes of licensing, certification, notification, air sampling and asbestos survey requirements, asbestos projects shall include in-plant operations.
24. Large asbestos project. An asbestos project involving the removal, disturbance, enclosure, encapsulation, repair or handling of 160 square feet or more of ACM, PACM or asbestos material or 260 linear feet or more of ACM, PACM or asbestos material.
25. Small asbestos project. An asbestos project involving the removal, encapsulation, enclosure, repair, disturbance or any handling of more than 10 and less than 160 square feet of ACM, PACM or asbestos material or more than 25 and less than 260 linear feet of ACM, PACM or asbestos material.
26. Minor asbestos project. An asbestos project involving the removal, disturbance, repair, encapsulation, enclosure or handling of 10 square feet or less of ACM, PACM or asbestos material, or 25 linear feet or less of ACM, PACM or asbestos material.
27. Asbestos Project Air Sampling Technician. An individual who performs the duties described in Section 56-3.2(d)(3) of this Part.
28. Asbestos Survey. A thorough inspection for and identification of all PACM, suspect ACM, or asbestos material throughout the building/structure or portion thereof to be demolished, renovated, remodeled, or repaired. (See Subpart 56-5)
29. Asbestos Waste. ACM, PACM, asbestos material or asbestos contaminated objects requiring disposal pursuant to applicable laws or regulations. This includes RACM as well as Category I and II Non-Friable ACM.

30. Authorized Visitor. Any party on an asbestos project, who has to enter the asbestos project restricted area or regulated abatement work area for emergency purposes or regulatory compliance inspections. Examples include the building/structure owner, his or her agent or representative, utility company representatives, the Commissioner or his or her agents, and personnel of any regulatory agency having jurisdiction over the project. Visitors shall comply with all applicable requirements of OSHA 29 CFR 1926.
31. Background Air Sampling. A method used to determine airborne fiber concentrations in the area where abatement work is to be conducted, prior to starting Phase II A of the asbestos project.
32. Barriers. Critical Barriers and Isolation Barriers.
33. Building/Structure. A structure wholly or partially enclosed within exterior walls and a roof, intended to afford shelter to persons, animals or property; or a structure used as a conveyance for utilities, vehicular traffic or pedestrians (e.g. bridge, tunnel, manhole, subsurface conduits).
34. Building/Structure Owner. The State, any political subdivision of the State, a public authority or any other governmental agency or instrumentality thereof, person, company, unincorporated association, firm, partnership or corporation in whom legal title to the premises is vested unless the premises are held in land trust, in which instance building/structure owner means the person in whom beneficial title is vested.
35. Building/Structure Owner's Authorized Representative. A licensed asbestos contractor firm contractually responsible for execution of any building owner's responsibility, as required by this Part, during any phase of an asbestos project at the building owner's building/structure.
36. Bulk Sampling. Accepted methods for collecting samples of suspect materials for appropriate analyses by NYS ELAP approved laboratories, to determine asbestos content.
37. Category I Non-Friable ACM. NESHAP classification - Asbestos-containing packing, gaskets, resilient floor covering, and asphalt roofing products, containing more than one percent (1%) asbestos, that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.
38. Category II Non-Friable ACM. NESHAP classification - Any material, excluding Category I Non-Friable ACM, containing more than one percent (1%) asbestos, that when dry, can not be crumbled, pulverized, or reduced to powder by hand pressure.
39. Class I Asbestos Work. OSHA term meaning activities involving the abatement of Thermal Systems Insulation (TSI), and surfacing ACM and PACM.
40. Class II Asbestos Work. OSHA term meaning activities involving the abatement of ACM which is not TSI or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.
41. Class III Asbestos Work. OSHA term meaning Repair and Maintenance operations, where no more than a minor quantity of ACM, including TSI and surfacing ACM and PACM, is likely to be disturbed.

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42. Class IV Asbestos Work. OSHA term meaning Maintenance and Custodial Activities during which employees contact but do not disturb ACM or PACM and activities to clean up non-ACM dust, waste and debris resulting from Class I, II and III activities.
43. Clean Room. An uncontaminated area or room, which is a part of the personal decontamination enclosure, with provisions for storage and changing of persons' street clothes and protective equipment.
44. Cleanup. The utilization of HEPA-vacuuming or wet cleaning or both to control and eliminate accumulations of asbestos material and asbestos waste material.
45. Clearance Air Sampling. An accepted method of air sampling used upon completion of final cleaning, during Phase IIC of an asbestos project. This method consists of using aggressive air sampling techniques to dislodge and stir up remaining asbestos fibers, then air samples are collected for appropriate analysis to determine representative airborne fiber concentrations.
46. Commissioner. The Commissioner of the New York State Department of Labor.
47. Containment. The negative-pressurized enclosure within the restricted area, which establishes the regulated abatement work area and surrounds the location where the asbestos abatement is actually taking place.
48. Critical Barrier. Barriers that seal off all openings to or within the defined regulated abatement work area, including but not limited to operable windows and skylights, doorways, ducts, grills, diffusers and any other penetrations to surfaces adjacent to or within the regulated abatement work area.
49. Curtained Doorway. An assembly which consists of at least three (3) overlapping sheets of 6-mil fire retardant plastic over an existing or temporarily framed doorway, used to separate the chambers within the decontamination system enclosures and to inhibit airflow if the negative air ventilation system shuts down.
50. Decontamination System Enclosure. A series of connected rooms, usually attached to the regulated abatement work area, for the decontamination of persons, materials and equipment.
51. Demolition. The wrecking or removal of any load-supporting structural member of a building or structure.
52. Department. The New York State Department of Labor.
53. Disturbance. Any activities that disrupt the matrix of ACM or PACM, or generate debris, visible emissions or airborne asbestos fibers from ACM or PACM. This includes moving of friable asbestos containing material from one place to another.
54. Emergency. An unexpected, unanticipated or unforeseen occurrence, including but not limited to, a steam, chemical, gas or water line rupture, a boiler failure, a building/structure collapse, or act of nature which may pose:
 55. an imminent danger to the health and safety of the public; or
 56. an asbestos-related risk to the health and safety of the public from release of asbestos fibers.

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57. Emergency Asbestos Project. An asbestos project which is necessary to respond to an emergency.
58. Encapsulant (Sealant) or Encapsulating Agent. A liquid material, which can be applied to asbestos material and which prevents the release of asbestos fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together and to the substrate (penetrating encapsulant). See Sealant.
59. Encapsulation. Abatement consisting of the coating or spraying of asbestos material with an encapsulant (sealant) or encapsulating agent.
60. Enclosure. Abatement consisting of the construction of airtight walls, ceilings and floors between the asbestos material and the building/structure environment, or around surfaces coated with asbestos material, or any other appropriate procedure as determined by the Department, which prevents the release of asbestos fibers.
61. EPA. The United States Environmental Protection Agency.
62. Equipment Room. A contained area or room which is part of the personal decontamination system enclosure with provisions for the storage of contaminated clothing and equipment.
63. Fiber (Asbestos Fiber). Generally, a slender or elongated structure, which results from the break up of ACM, PACM or asbestos material. However, the definition of an asbestos fiber is also dependent upon the approved accepted method of air sampling and analysis utilized for the specific phase of the asbestos project.
64. Fixed Object. Equipment, furniture or other item that is affixed, as a whole, to a floor, ceiling, wall or other building structure or system.
65. Friable. Any material that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure, or is capable of being released into the air by hand pressure.
66. Glovebag. A manufactured impervious bag-like enclosure constructed of at least six (6) mil transparent plastic, seamless at the bottom, with inward projecting long sleeve glove(s), which may also contain an inward-projecting water-wand sleeve, an internal tool pouch, and an attached, labeled receptacle or portion for asbestos waste. The glovebag is constructed and installed to surround the object or area to be decontaminated and contain all asbestos fibers released during the abatement process.
67. Glovebag Technique. A method for removing asbestos material from heating, ventilating, and air conditioning (HVAC) ducts, piping runs, valves, joints and elbows, and other non-planar surfaces, by use of a glovebag.
68. Glue. A material used as an adhesive, such as the material used to hold tiles to a surface. See Mastic.
69. HEPA-Filter. A high efficiency particulate air filter capable of trapping and retaining 99.97 percent of all mono-dispersed particles of 0.3 microns in diameter or larger.
70. HEPA-Vacuum Equipment. Vacuuming equipment designed for abatement, with a high efficiency particulate air filtration system.

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71. Holding Area. A chamber in the waste decontamination enclosure utilized for temporary storage of containerized ACM waste, prior to transfer to waste transport vehicle.
72. Incidental Disturbance. The unintentional disturbance of, ACM, PACM, or asbestos material.
73. Incidental Disturbance Asbestos Project. The cleanup, repair or encapsulation of less than 10 square feet or less than 25 linear feet of incidentally disturbed ACM, PACM or asbestos material.
74. Inspector. Any person who performs the duties described at Section 56-3.2(d)(4) of this Part.
75. Intact. Asbestos material that has not crumbled, been pulverized, or otherwise been damaged or disturbed, and the material's matrix has not noticeably deteriorated.
76. Intermediate Portions of a Project. The discrete abatement segments that will take place where non-continuous interim notifications are required, as per Section 56-3.4(b)(4)(v), for large asbestos projects.
77. Isolation Barriers. Installed temporary hardwall barriers that complete the containment enclosure and establish the regulated abatement work area.
78. Lockdown Encapsulant. A thinned out bridging encapsulant used for lockdown purposes to assist with cleanup as per this Part.
79. Management Planner. Any person who performs the duties described at Section 56-3.2 (d) (9) of this Part.
80. Mastic. A pasty material used as an adhesive.
81. Mounted Object. Equipment, furniture, or other item that is attached, in whole or in part, to a floor, ceiling, wall or other building structure or system or to a fixed object.
82. Movable Object. Equipment, furniture or other item that is not attached or affixed, in whole or in part, to a floor, ceiling, wall or other building structure or system or to a fixed object.
83. Multi-employer Work Sites. Any demolition, renovation, remodeling or repair project work site, which includes work covered by this part, where more than one employer is reasonably expected to be on-site during the project.
84. Multiple Abatement. The abatement of more than one type of ACM within the same containment.
85. Negative Air Pressure Equipment. A local exhaust system, capable of maintaining air pressure within a containment at a lower pressure than the air pressure outside of such containment, and which provides for HEPA filtration of all air exhausted from the containment.
86. NESHAP. National Emission Standards for Hazardous Air Pollutants (40 CFR Part 61).
87. NIOSH. The National Institute for Occupational Safety and Health.
88. Non-Asbestos Material. Any material documented to contain one percent (1%) or less of asbestos.

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89. Non-Friable. Any material that when dry, can not be crumbled, pulverized, or reduced to powder by hand pressure, and is not capable of being released into the air by hand pressure.
90. Non-Friable Organically Bound (NOB) Asbestos Material. Non-friable asbestos materials embedded in flexible-to-rigid asphalt or vinyl matrices, including but not limited to flooring materials, adhesives, mastics, asphalt shingles, roofing materials and caulks.
91. Occupied Area. Any frequented portion of the work site where abatement is not taking place.
92. Operations and Maintenance Worker. Any person who performs the duties described at Section 56-3.2 (d) (5) of Industrial Code Rule 56.
93. OSHA. The Occupational Safety and Health Administration.
94. Outside Air. The air immediately outside the building or structure in which an asbestos project is performed.
95. Person. Any natural person.
96. Personal Air Sampling. Air sampling located in a worker's breathing zone.
97. Personal Decontamination System Enclosure. An area designated for controlled passage of all persons to and from the regulated abatement work area.
98. Personal Protective Equipment (PPE). Disposable work suits or coveralls, head covering, eye protection, footwear, gloves and appropriate NIOSH approved respirators with appropriate NIOSH-approved filters.
99. Plasticize. To cover floors, walls, ceilings or other surfaces with 6-mil fire retardant plastic sheeting.
100. Presumed Asbestos Containing Material (PACM). All Thermal System Insulations and Surfacing Materials found in buildings constructed no later than 1980. PACM is considered to be ACM unless proven otherwise by appropriate bulk sampling and laboratory analyses.
101. Project Air Sampling. Area air sampling conducted in accordance with Subpart 56-4 of this Part during the course of the asbestos project.
102. Project Designer. Any person who performs the duties described at Section 56-3.2(d)(7) of Industrial Code Rule 56.
103. Project Monitor. Any person who performs the duties described at Section 56-3.2(d)(8).
104. Public. Any natural person except: (1) A person engaged in an asbestos project; (2) An authorized visitor; (3) Police, fire, or other public safety personnel.
105. Receptor. Any opening, which could admit asbestos fibers into a structure if not properly protected. Examples include but are not limited to operable windows, doors, vents, air intakes or exhausts of any mechanical device within a building or structure.
106. Regulated Abatement Work Area. The portion of the restricted area where abatement work actually occurs. For tent work areas, the interior of each tent is a regulated abatement work area.

For OSHA Class I and Class II asbestos abatement, the interior of the restricted area containment enclosure is the regulated abatement work area. For exterior non-friable asbestos abatement conducted without the establishment of negative air ventilation systems or containment enclosures, the entire restricted area surrounding the abatement location is considered to be the regulated abatement work area.

107. Regulated Asbestos-Containing Material (RACM). Friable ACM or PACM, Category I Non-friable ACM that has become friable or has been or will be subjected to sanding, grinding, cutting or abrading, or Category II Non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.
108. Remodel. For purposes of this code, remodel shall mean the same as renovation.
109. Remote Decontamination System Enclosure. Decontamination systems that are not attached to the regulated abatement work area but are within the work site.
110. Removal. Abatement, consisting of operations where ACM, PACM or asbestos material is removed or stripped from structures or substrates. This includes demolition operations.
111. Renovation. The altering of an existing building/structure, or a portion of building/structure components or systems, including the stripping, removal or abatement of ACM from a building or structure. Operations in which load supporting structural members are wrecked or taken out are demolitions.
112. Repair (Asbestos). Abatement, consisting of corrective action for a Minor Asbestos Project using required work practices to control fiber release from damaged ACM, PACM or asbestos material.
113. Repair. The replacement, overhaul, rebuilding, reconstructing or reconditioning of any part of a building/structure component or system with like or similar material or parts, due to damage or excessive wear.
114. Respiratory Protection. NIOSH-approved respirators with appropriate NIOSH approved filters.
115. Restricted Area. A restricted area established and marked for the abatement portion of an asbestos project. This area shall include, but not be limited to asbestos project regulated abatement work areas and any contiguous decontamination facilities, adjoining staging areas where work materials, debris or waste from such work may accumulate, remote decontamination areas, and waste storage areas (dumpsters, trailers, etc.).
116. Restricted Asbestos Handler (Allied Trades). Any person who performs the duties described at Section 56-3.2 (d) (2) of the Code
117. Satisfactory Clearance Air Sampling Results. See Subpart 56-4 of the Code.
118. Sealant. An encapsulating agent. A material which can be applied to asbestos containing material which prevents the release of asbestos fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together and to the substrate (penetrating encapsulant).

119. Sequential Abatement. The abatement of different types of asbestos containing material within a common regulated abatement work area in a priority order.
120. Shower Room. A room between the clean room and the equipment room in the personal decontamination enclosure with hot and cold running water controllable at the tap and arranged for complete showering during decontamination.
121. Supervisor. Any person who performs the duties described at Section 56-3.2(d) (6) of the Code.
122. Suspect Miscellaneous ACM. Any suspect asbestos-containing material that is not PACM, such as floor tiles, ceiling tiles, mastics/adhesives, sealants, roofing materials, cementitious materials, etc. A listing of typical suspect miscellaneous ACM can be found in Subpart 56-5 of the Code. All suspect miscellaneous ACM must be assumed to be ACM, unless proven otherwise by appropriate bulk sampling and laboratory analyses.
123. Surfacing Material. Material that is sprayed-on, troweled-on, or otherwise applied to surfaces (such as acoustical or finish plaster on ceilings and walls, and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes).
124. Surfactant. A chemical wetting agent added to water to reduce the surface tension of the water and improve its penetration for added mitigation of airborne fiber release.
125. Tent. A fire retardant polyethylene enclosure that includes walls, ceiling and a floor as required to remove ACM, PACM or asbestos material.
126. Thermal System Insulation. Insulation material applied to pipes, fittings, boilers, breeching, tanks, ducts or other structural components to prevent heat gain or loss.
127. Variance (Site-specific). Relief in accordance with Section 30 of the Labor Law from specific sections of Industrial Code Rule 56 for a specific project.
128. Variance (Applicable) (AV). Blanket relief in accordance with Section 30 of the Labor Law from specific sections of Industrial Code Rule 56 for a particular type of project.
129. Visible Emission. Any emission of particulate material that can be seen without the aid of instruments.
130. Washroom. A room between the regulated abatement work area and the holding area in the waste decontamination system enclosure, where equipment and waste containers are wet cleaned or HEPA-vacuumed.
131. Waste Decontamination System Enclosure. An area, consisting of a washroom and a holding area separated from each other by airlocks, designated for the controlled transfer of materials and equipment from the regulated abatement work area.
132. Waste Staging Area. The area near the waste transfer airlock where containerized asbestos waste has been placed prior to removal from the regulated abatement work area.

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- 133. Wet Cleaning. The process of eliminating asbestos contamination from surfaces, equipment or other objects by using cloths, mops, or other cleaning tools that have been saturated with amended water.
- 134. Work Site. Building, structure, parcel of land or premises where an asbestos project takes place.

2.2 STANDARDS

- A. Applicable standards that pertain to these specifications are not limited to documents promulgated by the following agencies are as follows:
- B. ANSI: American National Standards Institute; 1430 Broadway, New York, New York 10018 (212) 354-3300
- C. ASHRAE: American Society for Heating, Refrigerating and Air Conditioning Engineers; 1791 Tullie Circle NE Atlanta, Georgia 30329 (404) 636-8400
- D. ASTM: American Society for Testing and Materials; 1916 Race Street Philadelphia, Pennsylvania 19103 (215) 299-5400
- E. CFR: Code of Federal Regulations Available from Government Printing Office., Washington, District of Columbia 20402
- F. CGA: Compressed Gas Association 1235 Jefferson Davis Highway; Arlington, Virginia 22202 (703) 979-0900
- G. CS: Commercial Standard of NBS (US Dept. of Commerce) Government Printing Office
- H. NYS DEC: New York State Dept. of Environmental Conservation (regarding Waste collection registration) – Room 136, 50 Wolf Road, Albany, New York 12233-3245
- I. EPA: U.S. Environmental Protection Agency, Region II, Air and Hazardous Material Division, 26 Federal Plaza, New York, New York 10278
- J. USEPA: United States Environmental Protection Agency, 401 Main Street SW Washington, District of Columbia 20460 (202)382-3949
- K. FS: Federal Specification (General Services Administration), 7th and D Streets, SW Washington, District of Columbia 20406 (202) 472-220
- L. NBS: National Bureau of Standards (US Department of Commerce); Gaithersburg, Maryland 20899 (301) 975-3000
- M. NEC: National Electrical Code (by NFPA)
- N. NFPA: National Fire Protection Association Battery March Park; Quincy, MA 02269 (617) 770-3000
- O. NIOSH: National Institute for Occupational Safety & Health DHEW Region II; 26 Federal Plaza, New York, New York 10007

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- P. NIST: National Institute of Standards and Technology; Gaithersburg, Maryland 20899 (301) 975-4016 / David Anderson
- Q. NYDOH: New York Department of Health
- R. NYSDOL State of New York Department of Labor
- S. OSHA Occupational Safety and Health Administration (US Department of Labor) Government Printing Office Washington, District of Columbia 20402
- T. UL Underwriters Laboratories; 333 Pfingsten Road, Northbrook, IL 60062 (312) 272-8800
- U. Federal Regulations: Those which govern asbestos abatement work or hauling and disposal Of asbestos waste materials include but are not limited to the following:
- V. U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA), including but not limited to:
- W. Asbestos Regulations, Title 29, Part 1910, Section 1001 of the CFR
- X. Respiratory Protection, Title 29, Part 1910, Section 134 of the Code of Federal Regulations
- Y. Construction Industry, Title 29, Part 1926, of the CFR.
- Z. Access to Employee Exposure & Medical Records, Title 29, Part 1910, Section 20 of the Code of Federal Regulations
- AA. Hazard Communication, Title 29, Part 1910, section 1200 of the Code of Federal Regulations
- BB. Specifications for Accident Prevention Signs and Tags, Title 29, Part 1910, Section 145 of the Code of Federal Regulations
- CC. U.S. Environmental Protection Agency (EPA) including but not limited to:
- DD. Asbestos Hazard Emergency Response Act, 40 CFR Part 763
- EE. Asbestos in Schools Hazard Abatement Reauthorization Act (ASHERA), 40 CFR Part 763
- FF. Worker Protection Rule, 40 CFR Part 763, Subpart G, CPTS 62044, FLR 2843-9, Federal Register, Vol. 50, No. 134, 7/12/85, P28530-28540
- GG. Regulation for Asbestos, Title 40, Part 61, Subpart A of the Code of Federal Regulations
- HH. National Emission Standard for Asbestos, Title 40, Part 61, Subpart M (Revised Subpart B) of The Code of Federal Regulations
- II. U.S. Department of Transportation (DOT) including but not limited to:
- JJ. Hazardous Substances: Final Rule, Regulation 49 CFR, Part 171 and 172
- KK. State and Location Regulations: Those which govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:

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1. New York State Right-To-Know-Law
 2. New York State DCA/Construction Codes
 3. New York Dept. of Community Affairs, Construction Code.
- LL. Standards: Those which govern asbestos abatement work or hauling and disposal of Asbestos waste materials include but are not limited to the following:
1. American National Standards Institute (ANSI) Fundamentals Governing the Design and Operation of Local Exhaust Systems Publication Z9.2-79
 2. Practices for Respiratory Protection, Publication Z88.2-80
 3. EPA Guidance Documents: Those that discuss asbestos abatement work, hauling and disposal of asbestos waste materials are listed below only for the Contractor's information. These documents do not describe the work and are not a part of the work of this contract.
 4. Guidance for Controlling Asbestos-Containing Materials in Buildings (Purple Book) EPA560/5-85-024.
 5. Asbestos Waste Management Guidance EPA 530-SW-85-007.

PART 3 - ADMINISTRATIVE (Licensing and Certification)

3.1 Licensing Requirements and Procedures.

1. License Required. No asbestos contractor shall engage in an asbestos project unless such asbestos contractor has a valid asbestos handling license issued by the Commissioner.
2. All firms, corporations, or other business entities performing work as asbestos abatement contractors, management planners, project designers, project monitors, allied trades people, inspectors or air sampling monitors shall obtain an asbestos handling license. In addition, individuals employed by such firms, corporations or other business entities shall obtain required and approved training and asbestos certificates appropriate to the tasks performed.
3. Proof of License. A copy of a valid asbestos handling license or other proof of the issuance of a valid asbestos handling license deemed suitable by the Commissioner shall be submitted by the bidder to the party soliciting bids prior to the award of any contract (public or private), all or part of which involves an asbestos project.
4. Exception. If the asbestos contractor is a sub-contractor to a prime contractor, the proof of license must be submitted by the prime contractor to the party that awarded the contract, prior to retaining such subcontractor.
5. Display of License. A copy of a valid asbestos handling license for all firms, corporations, or other business entities performing work on the asbestos project shall be conspicuously displayed proximate to but outside the regulated abatement work area, during Phase IB and Phase IIA through IID of an asbestos project.

6. Application for License and Renewal.
7. For instructions and completion of an applications for a license or renewal of license shall refer to Industrial Code Rule 56-3.1 (e).

3.2 Certification Requirements and Procedures.

1. Certification and Training Required. No asbestos contractor shall engage in or permit a person employed by the asbestos contractor to engage in or supervise work on an asbestos project unless each such person has a valid asbestos handling certificate issued by the Commissioner appropriate to the work performed by such person on an asbestos project as defined in this Part. Training for all types asbestos handling certificates shall meet all requirements established by the New York State Department of Health.
2. Employee Certification. Any person employed by a asbestos contractor on an asbestos project shall have an appropriate asbestos handling certificate or a copy thereof in his or her possession at all times during his or her work on the project.
3. Display of Certificate. A copy of a valid asbestos handling certificate, or a current student copy of the New York State Department of Health Certificate of Asbestos Safety Training Form (DOH 2832) indicating successful completion of an approved initial asbestos safety training program within the past forty-five (45) days along with a copy of a photo identification, shall be conspicuously displayed near but outside the regulated abatement work area on an asbestos project.
4. Types of Certificates: The following categories of asbestos handling certification shall be issued pursuant to this Subpart:
5. Asbestos Handler (Worker) Certificate. Any person who removes, encapsulates, encloses, repairs or disturbs friable or non-friable asbestos, or who handles asbestos material in any manner which may result in the release of asbestos fiber, and whose duties are not otherwise described in paragraphs (2) through (9) of this Subdivision shall possess a valid asbestos handler (worker) certificate and shall have such certificate or a copy thereof in his or her possession at all times while working on the project, except as otherwise indicated in Subdivision (b) and (c) of this Section. A person who possesses an asbestos handler (worker) certificate shall be responsible for the proper execution of his or her trade as it relates to an asbestos project.
6. Restricted Asbestos Handler Certificate (Allied Trades Certificate). Any person performing any limited or special tasks in preparation for or ancillary to an asbestos project, such as a carpenter, electrician, plumber or similar occupation, or any other person who may potentially disturb friable or non-friable asbestos during the course of any employment (other than OSHA Class IV asbestos work), shall possess a valid restricted asbestos handler (allied trades) certificate and shall have such certificate or a copy thereof in his or her possession at all times while working on the project, except as otherwise indicated in Subdivision (b) and (c) of this Section. This person shall be aware of the health hazards of asbestos and take appropriate precautions to avoid any ACM, PACM or asbestos material disturbance throughout the course of their work. Abatement of any quantity of ACM, PACM or asbestos material is not allowed by this person under any circumstance. A person who possesses a restricted asbestos handler certificate shall be responsible for the proper execution of his or her trade as it relates to an asbestos project.

7. Asbestos Project Air Sampling Technician Certificate. Any person who performs project air sampling shall possess a valid asbestos project air sampling technician certificate and shall have such certificate or a copy thereof in his or her possession at all times while working on the project, except as otherwise indicated in Subdivision (b) and (c) of this Section. A person who possesses an air sampling technician certificate shall be responsible for the proper execution of his or her duties as they relate to an asbestos project.
8. Inspector Certificate. Any person who performs the limited tasks involved in the asbestos survey, identification and assessment of the condition of asbestos and asbestos material and the recording and reporting thereof, or who is involved in the collection of bulk samples of asbestos material or suspected asbestos material for laboratory analysis shall possess a valid inspector certificate and shall have such certificate or a copy thereof in his or her possession at all times while working on the project, except as otherwise indicated in Subdivision (b) and (c) of this Section. A person who possesses an inspector certificate shall be responsible for the proper execution of his duties as they relate to an asbestos project.
9. Operations and Maintenance Certificate. Any person who performs operations, maintenance and repair activities which may disturb Minor quantities of ACM, PACM or asbestos material shall possess a valid operation and maintenance certificate and shall have such certificate or a copy thereof in his or her possession at all times while working on the project, except as otherwise indicated in Subdivision (b) and (c) of this Section. Operation and maintenance certification permits the holder to perform OSHA Class III asbestos work only on Minor asbestos projects. These minor asbestos projects must be associated with repairs required in the performance of emergency or routine maintenance activity, and is not intended solely as asbestos abatement. Such work may not exceed minor quantities of ACM to be disturbed within a single glovebag or a single negative pressure tent enclosure. A person who possesses an operation and maintenance certificate shall be responsible for the proper execution of his duties as they relate to an asbestos project.
10. Supervisor Certificate. Any person who performs supervision of persons (other than authorized visitors) permitted to enter the restricted area and regulated abatement work area, shall possess a valid supervisor certificate and shall have such certificate or a copy thereof in his or her possession at all times while working on the project, except as otherwise indicated in Subdivision (b) and (c) of this Section. A person who possesses a supervisor certificate shall be responsible for the proper execution of his duties as they relate to an asbestos project. The supervisor is also responsible for performing the duties of the OSHA competent person for the asbestos project, consistent with current OSHA regulations.
11. Project Designer Certificate. Any person who plans the scope, timing, phasing and remediation methods to be utilized on any asbestos project shall possess a valid project designer certificate and shall have such certificate or a copy thereof in his or her possession at all times while working on the project, except as otherwise indicated in Subdivision (b) and (c) of this Section. A person who possesses a project designer certificate shall be responsible for the proper execution of his duties as they relate to an asbestos project.
12. Project Monitor Certificate. Any person other than the asbestos abatement contractor's supervisor, who oversees the scope, timing, phasing and/or remediation methods to be utilized on and the completeness of any asbestos project shall possess a valid project monitor certificate or a copy thereof in his or her possession at all times while working on the project, except as otherwise indicated in Subdivision (b) and (c) of this Section. A person who possesses a project

monitor certificate shall be responsible for the proper execution of his duties as they relate to an asbestos project.

13. Management Planner Certificate. Any person who assesses the hazard posed by the presence of asbestos or asbestos containing material and/or who recommends appropriate response actions and a schedule for such response actions shall possess a valid management planner certificate and shall have such certificate or a copy thereof in his or her possession at all times while working on the project, except as otherwise indicated in Subdivision (b) and (c) of this Section. A person who possesses a management planner certificate shall be responsible for the proper execution of his duties as they relate to an asbestos project.
14. Proof of Course Completion. No certificate described in Section 56-3.2(d) of the Code shall be issued without submission, by the applicant, of proof satisfactory to the Commissioner, of successful completion of an approved asbestos safety program.
15. Age Requirement. Any type of asbestos handling certificate shall not be issued to any person prior to his or her eighteenth birthday.
16. Application for Certification and Renewal. To submit and obtain certification refer to Industrial Code Rule 56-3.2 (9) g and 56-3.3

3.3 Notice and Record-keeping Requirements.

A. Record-keeping

1. Detail. Every asbestos contractor shall maintain for at least thirty (30) years, a record of each asbestos project in which the asbestos contractor engages. Such record shall include the following information:
2. Exception. Non-abatement asbestos contractors shall maintain for at least thirty (30) years, a record of the following applicable project information for each asbestos project, if it relates to their portion of the asbestos project:
 - a. The name, address, social security number and asbestos certificate number of the person who supervised the asbestos project;
 - b. The location and description of the asbestos project;
 - c. The amount of asbestos or asbestos material that was removed, enclosed, encapsulated, repaired, disturbed or handled;
 - d. The commencement and completion date of the asbestos project;
 - e. The name, asbestos handling license number, and address of the air sampling asbestos contractor that was used on the project;
 - f. The name, address and current NYS ELAP registration number, of the laboratory that was used for air sample analysis on the project;
 - g. The name, asbestos handling license number, and address of the project monitoring asbestos contractor that was used on the project;
 - h. The name and address of the deposit or waste disposal site or sites where the asbestos waste material was deposited or disposed;
 - i. The name and address of any sites that were used for the interim storage of asbestos or asbestos waste materials prior to final deposit or disposal;
 - j. The name and address of any transporters that were used to transport asbestos or asbestos material;

- k. The name, addresses, social security number and asbestos license or certificate number of all persons who were engaged on that portion of the asbestos project for which the asbestos contractor has responsibility;
 - l. A copy of the asbestos abatement supervisor's daily project log;
 - m. Any other information that the Commissioner may require, on a form and according to instructions provided by the Commissioner.
3. Project Record.
- a. At all sites where there is an active project, a project record shall be required. The project record shall be available on-site with the building/structure owner or his designated representative, and shall include the following:
 - 1) Copies of licenses of all entities involved with the project;
 - 2) Copies of all supervisors and handler certificates;
 - 3) Copies of notifications and amendments;
 - 4) Copies of all variances, amendments and re-openings being used for the project;
 - 5) A copy of the air sample log if the air sampling technician is on site. If the air sampling technician is not on site, a copy of the air sample log shall be supplied within 24 hours of the request to produce a copy thereof;
 - 6) A copy of all air sampling results, including method of analysis, by date for the entire asbestos project, organized by regulated abatement work area;
 - 7) A copy of the project monitor's daily logs during abatement (if a project monitor is used on the project);
 - 8) The supervisor's daily log with entry/exit logs organized by date;
 - 9) All bulk sample data including all asbestos inspections and surveys completed for affected portions of the building, structure and work site;
 - 10) This record shall be kept on site at all times with the building/structure owner or his designated representative, and produced upon verbal request of the Commissioner or his or her duly authorized representative.
4. Surrender of Records. Within ten (10) working days of the expiration, revocation, or non-renewal of an asbestos contractor's asbestos handling license, or upon the receipt of the written request of the Commissioner, or his or her duly authorized representative, any records kept as noted shall be delivered to the Asbestos Control Bureau.
5. Copies of any records kept shall be surrendered to the Commissioner or his or her duly authorized representative upon written request.

B. Notification.

- 1. When Required. Any asbestos abatement contractor who proposes to engage in a Large asbestos project shall notify or cause to be notified, in writing, the Asbestos Control Bureau. Such notice must be received at least ten (10) calendar days prior to commencement of Phase II A of the asbestos project unless waived in writing by the Commissioner or his or her duly authorized representative. If an asbestos hazard is present which requires immediate attention, or if emergency conditions make it impossible to give notification ten (10) calendar days prior to commencement of the project, notification in accordance with Section 56-3.5 of the Code shall be given. All project notifications shall be accompanied by a nonrefundable fee. The fee shall be paid in any form, except cash, deemed acceptable by the Commissioner of Labor in the notification package. All payments shall be made payable to the Commissioner of Labor in the amounts set forth in the Labor Law. Any payments which are voided or returned to the Commissioner for any reason shall be subject to a return processing fee in an amount allowed by law and any entity submitting such checks to the Department may be subject

- to all other appropriate penalties set forth in statute and code, including but not limited to enjoining of the asbestos project.
2. Content. The notification to the Asbestos Control Bureau shall be made on a form or forms provided by the Commissioner and shall include, but not be limited to, the following:
 - a. The name, address and asbestos license number of the asbestos abatement contractor and all sub-contractors retained for the asbestos project;
 - b. The name and address of the party for whom the asbestos project is being performed, as well as the contract amount;
 - c. The address and description of the building/structure or area, including size, age, use and prior use of the building/structure or area;
 - d. The name and phone number of the building/structure or area owner representative or site contact individual.
 - e. The amount of ACM, PACM or asbestos material present in square feet and/or linear feet, if applicable. Piping, fittings and associated insulation (excluding breeching and large [2 foot or greater] diameter piping/fittings/associated insulation) are to be measured in linear feet;
 - f. Room designation numbers or other local information where ACM,
 - g. PACM or asbestos material is found, unless such material is found
 - h. throughout the entire building or structure;
 - i. The commencement and completion dates for the asbestos project, Phase II A through D, and the commencement and completion dates of any intermediate portions of the project. Night, weekend and shift work schedules shall be included;
 - j. The procedures and equipment, including ventilating/exhaust systems, that shall be employed;
 - k. A listing of all variances (applicable and site-specific) to be utilized on the asbestos project;
 - l. The name and asbestos license number of the air sampling asbestos contractor for the asbestos project;
 - m. The name and NYS ELAP registration number of the laboratory which shall perform analysis of project air samples for the project;
 - n. The name, address, phone number and NYS DEC permit number of the waste transporter;
 - o. The name, address and phone number of the landfill where the asbestos waste will be transported;
 - p. Any other information which the Commissioner may require.
 3. A separate notification must be submitted for each period of up to twelve (12) months during which work shall be performed. Amendments of existing notifications are permitted. No additional fee is required unless the size of the project increases from that originally submitted on the initial notification, then a fee would be required for the additional material only.
 4. Postponement, Cancellation or Changes to Completion Dates of Projects.
 - a. Whenever the commencement date of a project for which notification has already been submitted is postponed, or if a project for which a notification has been submitted is cancelled, or if a project completion date is changed, the asbestos abatement.
 - b. contractor shall notify the Asbestos Control Bureau of the postponement or cancellation or change of completion date by telephone or written notice. This notice shall be received at least one (1) calendar day prior to the initial start or completion date set forth on the previously submitted notification. In addition,

- written notification for new start dates on projects postponed for one (1) week or longer must be received at least three (3) calendar days prior to the new start date.
- c. Notice of postponement or cancellation given by telephone shall be followed by written confirmation of the postponement or cancellation, which shall be provided to the Asbestos Control Bureau within three (3) business days of the telephone notice.
 - d. Where time periods set forth herein allow, the notice requirements of subparagraphs (i) and (ii) of this paragraph may be satisfied by the submittal of a single amended notification form.
 - e. The written notification shall be provided to the Asbestos Control
 - f. Bureau within three (3) business days of the telephone notice.
5. Cumulative Project Notification. If a single asbestos project involves several locations in a building/structure or area, each of which does not involve the amounts of ACM, PACM or asbestos material specified in Section 56-3.4(b) of the Code, but which in total equal or exceed this amount, written notification shall be required.
- a. Each building or structure shall be considered a separate project for the purpose of meeting all notification requirements set forth in the statute and this Part. A separate project notification form and fee must be submitted for each building/structure. Where one contract is entered into for several component projects, notification shall be required. Similarly, separate bids for component projects shall not void the notification requirement.
6. Additional Contractual Work. Additional contractual work is subject to a new or amended notification and associated fees. No additional waiting period to commence this work shall be required.

3.4 Emergency Asbestos Project Notification.

- A. Initial Notification. Prior to the commencement of an asbestos project that is necessary to respond to an emergency, or to cleanup an incidental disturbance, the asbestos abatement contractor shall contact the Asbestos Control Bureau via telephone or in person to request permission to proceed with the asbestos project. The individual giving such notification may be asked to provide some or all of the information required of an individual giving full written notification of an asbestos project.
- B. Emergency Approval. The Program Manager, Asbestos Control Bureau, or other duly authorized representative of the Commissioner, upon ascertaining all pertinent facts relating to the request, shall be empowered to either approve or deny the request for permission to proceed with an emergency or incidental disturbance asbestos project without the filing of prior notification. Unless permission to proceed with the asbestos project, using approved variance conditions, is granted pursuant to Section 56-11.2 of the Code (Emergency Projects), all work shall be performed in accordance with all applicable provisions of this Part.
- C. Follow-Up Notification. If permission to proceed with an emergency asbestos project is granted, the asbestos abatement contractor to whom such permission is granted, shall, within three (3) business days, file the written notification required by Section 56-3.4(b) of the Code with the Asbestos Control Bureau.

3.5 Notification of Residential and Business Occupants.

A. Ten (10) Day Notice.

1. The property owner and asbestos abatement contractor are responsible for ensuring that notice is provided to residential and business occupants. This notice may be provided by the property owner or by the asbestos abatement contractor or subcontractor engaged in the Phase II abatement portion of a project. The property owner, asbestos abatement contractor or subcontractor shall post or otherwise provide for a written notice to residential and business occupants of the building/structure, including visitors to the building/structure, ten (10) calendar days prior to the commencement of Phase II A work on any asbestos project within the building/structure. For projects being conducted in school buildings, the faculty, staff and students attending such school and visitors to the school shall be considered to be business occupants and shall receive notice as required in the Code.
2. Notice - Detail. The written notice shall be given to those business and residential occupants of a building/structure, or portion thereof, who are located on the floor or floors where the actual project is to be conducted, and one floor above and one floor below the floor or floors containing the project. In addition, such written notice shall also be given to those occupants of adjacent building/structures who have direct horizontal access to these floors. Posted notice shall be provided at all direct means of access to the floor, such as but not limited to stairways, ramps, emergency ingress or egress, elevators, escalators, ladders, hallways, corridors and trapdoors.

B. Three (3) Day Notice (Small and Minor Size Asbestos Projects Only). If the Phase II A abatement work is scheduled to begin less than ten (10) calendar days after the execution of the contract, the property owner and asbestos abatement contractor shall post or otherwise provide written notice of any asbestos project to residential and business occupants in the building/structure where work shall be performed at least three (3) calendar days prior to commencement of work.

C. Other Notice. If an emergency makes it impossible to provide the notice required by Subdivision (a) or (b) of this Section, the property owner and asbestos abatement contractor shall post or otherwise provide for written notice to residential and business occupants of the building/structure, as soon as practicable after identification of the project, in the manner set forth in Section 56-3.5 of the Code.

D. Duration of Posting. Posted notices shall remain in place until completion of the project.

E. Content. Each notice shall include the following information:

1. The building/structure addresses and room location(s) or area designation of the asbestos project;
2. The amounts and types of ACM, PACM or asbestos material, in square feet and/or linear feet, that is being handled, removed, enclosed, encapsulated, repaired or disturbed. Piping, fittings and associated insulation (excluding breeching and large [2 foot or greater] diameter piping/fittings/associated insulation) are to be measured in linear feet;
3. The commencement and completion dates of the asbestos project, including any intermediate portions of the project;
4. The name and asbestos handling license number of the asbestos abatement contractor performing the project; and
5. The name and address of the air monitor asbestos contractor and laboratory for the project.

- F. Noninterference. No person shall interfere with the obligations of the property owner and asbestos abatement contractor under this Section.

PART 4 - GENERAL PROJECT AIR SAMPLING AND LABORATORY ANALYSIS

Personal air sampling by abatement contractor.

Abatement Contractor shall coordinate all work with air sampling contractor).

4.1 Qualifications of Air Sampling Personnel.

- A. The project air sampling shall be conducted by an asbestos project air sampling technician who has been trained in the selected methodology of air sampling and who possesses an asbestos project air sampling technician certificate issued by the Department.

4.2 Laboratory Certification.

- A. The laboratory used for air sample or bulk sample analysis shall be one approved by the New York State Department of Health Environmental Laboratory Approval Program (NYSDOH ELAP) for the selected asbestos analysis methodology.

4.3 Independent Third Party Sampling and Analysis.

- A. A third party air sampling firm asbestos contractor, who must be contracted by the property owner or owner's agent, and is completely independent of all asbestos abatement contractors involved with the asbestos project, shall conduct all project air sampling and analysis as required by Code.
 - 1. Exception. If the property owner is the asbestos abatement contractor for the asbestos project, the owner shall contract with an independent air sampling firm asbestos contractor for the necessary project air sampling and analysis on the asbestos project.

4.4 Asbestos Contractors Allowed to Perform Project Air Sampling on an Asbestos Project.

- A. Air sampling procedures shall not be performed by any asbestos contractor involved with the asbestos project, except as follows:
 - 1. The non-abatement asbestos contractor firm that performed the building/structure asbestos survey, or is acting as the project monitor or project designer on the asbestos project, may perform project air sampling and analysis, provided that the individual or firm performing the building/structure asbestos survey or acting as project monitor or project designer, will not perform any asbestos abatement work on the project and has not retained or been retained by the asbestos abatement contractor for work on the asbestos project, unless the asbestos abatement contractor is also the property owner.

4.5 Air Sample Log

- A. A project air sample log shall be created by the firm performing the project air sampling, and it shall contain the following information for all area air samples collected on the asbestos project:
 - 1. Name of the firm and the certified air sampling technician performing the project air sampling, per work shift or day, for all area air samples collected.
 - 2. Dates of project air sample collection, per work shift or day, of area air samples, with appropriate reference to the regulated abatement work area to which the air samples apply.
 - 3. Sample locations sketch, identifying all project air sample locations, per work shift or day, of area air samples. If identical locations are utilized for each work shift or day, of area samples collected throughout a sub-phase of the asbestos project (IIA, IIB or IIC), only one sketch is required for all work shift or day of area samples collected for that specific sub-phase of the asbestos project.
 - 4. The identifying information for each area air sample collected.
 - 5. Sampling time (24-hour clock) and duration for each area air sample collected.
 - 6. Flow rate primary or secondary calibration device identification number, method of flow rate primary or secondary device calibration and date of last calibration, per work shift or day of area air samples.
 - 7. Flow rate of sampling pumps with pre and post calibration listed for each area air sample collected.
 - 8. Chain of custody for each work shift or day of area air samples.

4.6 Test Methods.

- A. The same NIOSH approved methodology for project air sampling and for analysis of the air samples shall be used at all phases of an asbestos project that require area air sampling and analysis, with the possible exception of clearance air sampling. Phase Contrast Microscopy (PCM) shall be the minimum acceptable method of analysis. In lieu of PCM clearance air sampling and analysis, the building/structure owner may elect to utilize TEM air sampling and analysis to meet clearance air sampling requirements. If Transmission Electron Microscopy (TEM) is the selected method of analysis, the clearance criteria and sampling protocols of the Asbestos Hazard Emergency Response Act (AHERA) shall be used. If PCM air sample analysis results exceed the satisfactory clearance air criteria under this Part, then TEM analysis of the entire set of clearance air samples may be used, provided that a standard NIOSH/ELAP accepted laboratory analysis method is used that shall report each air sample result in fibers per cubic centimeter, for appropriate correlation to the original unsatisfactory PCM clearance air sample results and the established background levels, and provided that a report is submitted to the Commissioner for the entire set of clearance air sample PCM and TEM laboratory analyses.

4.7 Air Sampling Equipment.

- A. Sampling Equipment. Area air sampling shall be performed using GFCI protected pumps with associated tubing, supports and airflow measuring, metering or recording devices.
- B. Duration, Flow Rate and Calibration. Area air samples, except for background and clearance air samples, shall be collected and air samplers run for each entire work shift. Area air samples must be collected with a minimum flow rate capacity of two (2) liters per minute and a maximum flow rate consistent with the applicable accepted air sampling and analysis

methodology. The flow rate for each air sample shall be pre-calibrated and post-calibrated at the beginning and end of each air sample collection. The calibrations shall be recorded. Primary and secondary calibration devices shall be calibrated as per NYS DOH ELAP requirements. The air sampling technician shall be on-site to observe and maintain air sampling equipment for the duration of air sample collection.

- C. Placement of Air Sampling Equipment. Air sampling equipment shall be in place and operational as follows:
 - 1. Placement of Regulated Abatement Work Area Indoor Air Sampling Equipment. Air sampling equipment shall not be placed in corners of rooms or near obstructions. Samplers shall be placed randomly around the regulated abatement work area. If the regulated abatement work area contains a number of rooms equivalent to the number of required samples based on floor area, a sampler shall be placed in each room. When the number of rooms is greater than the required number of samples, a representative number of rooms shall be selected, but in no case shall fewer samples be collected than the required number of samples based upon floor area.
 - 2. Placement of Outdoor Air Sampling Equipment. Outdoor air sampling equipment shall be placed four (4) to six (6) feet above grade level and at least ten (10) feet away from obstructions that may influence wind patterns. If access to electricity and security concerns dictates a rooftop site, locations within ten (10) feet of vents or other structures on the roof shall be avoided.
 - 3. Samplers Outside of the Regulated Abatement Work Area. Air sampling equipment shall be placed outside the regulated abatement work area within ten (10) feet of the critical barriers, decontamination enclosure entrances/exits and negative air ducts and exhausts, as applicable.

4.8 Area Air Sample Analysis and Results – General Requirements.

- A. Turnaround Time. For project air samples collected during the asbestos project, the period of time permitted between completion of air sample collection and receipt of results on the job site shall be equal to or less than 48 hours.
- B. Microscope Detail. The methodology chosen for sampling, analysis, and the microscope type, make, and model number shall be included in the results.
- C. Sample Records. All project air samples shall have a chain of custody.

4.9 4.9 Number and Location of Samples Required. The amount of ACM, PACM or asbestos material to be abated within the regulated abatement work area determines the asbestos project air sampling requirements for that specific regulated abatement work area.

- A. Phase I B Background Pre-Abatement Air Samples. Required for Large and Small asbestos projects.
- B. Phase II C Final Cleaning & Clearance Air Samples. Required for Large, Small and some Minor asbestos projects.

- 4.10 Work Stoppage Criteria During Phase II A through II C. If air samples collected outside the regulated abatement work area indicate airborne fiber concentrations at or above 0.01 fibers per cubic centimeter, or the established background level, whichever is greater, work shall stop immediately for inspection and repair of barriers and negative air ventilation systems as necessary. Clean up of surfaces outside of the regulated abatement work area using HEPA-vacuums and wet cleaning methods shall be performed prior to resumption of preparation, abatement or cleaning activities. A summary of clean up activities and the results of barrier inspections including any necessary repairs, shall be documented in the supervisor's daily project log. Work methods shall be altered accordingly to reduce fiber concentrations to acceptable levels.
- A. Submission of Elevated Air Sample Results Collected During Phase II A through II C. The air sampling asbestos contractor shall submit to the Commissioner, all PCM air sample results for air samples collected during Phase II A through II C along with background results, if they are greater than or equal to 0.01 fibers per cubic centimeter or the established background level, whichever is greater. Upon receipt of elevated air sample results, the air sample results shall be submitted immediately, within the same business day, to the Commissioner in care of the appropriate district office of the Asbestos Control Bureau, where the project takes place.
- 4.11 Phase II C Satisfactory Clearance Air Sample Results Criteria.
- A. PCM Clearance Criteria. The PCM clearance air sample results shall be considered satisfactory when every clearance air sample demonstrates an airborne concentration of fibers of less than 0.01 fibers per cubic centimeter, or the established background level(s), whichever is greater.
- B. TEM Clearance Criteria. If TEM is the selected method of clearance air sampling and analysis, the clearance criteria and sampling protocols of AHERA shall be used. If PCM air sample analysis results exceed the satisfactory clearance air criteria under this Part, then TEM analysis of the entire set of clearance air samples may be used, provided that a standard accepted laboratory analysis method is used that shall report each air sample result in fibers per cubic centimeter, for appropriate correlation to the original unsatisfactory PCM clearance air sample results and the established background level(s). When AHERA TEM air sampling protocols are not used (i.e. TEM analyses of failed PCM air samples), PCM clearance criteria apply.
- C. Submission of Satisfactory Clearance Air Sample Results. The air sampling asbestos contractor shall submit to the Commissioner, all satisfactory PCM clearance air sample results along with background results, if they are greater than or equal to 0.01 fibers per cubic centimeter. The air sampling asbestos contractor shall also submit to the Commissioner, all sets of satisfactory TEM analyses of previously unsatisfactory PCM clearance air sample results, along with the unsatisfactory PCM results. These air sample results shall be submitted, within two (2) business days of receipt of satisfactory clearance air results, to the Commissioner in care of the appropriate district office of the Asbestos Control Bureau, where the project takes place.
- 4.12 Unsatisfactory Clearance Air Sample Results. If the regulated abatement work area clearance air sampling results are unacceptable, the following requirements apply:
- A. If the results of the inside work area group of air samples are unsatisfactory, Re cleaning of regulated abatement work area surfaces using wet methods, followed by another drying time

period and then collection and analysis of an additional full set (both inside and outside work area samples) of clearance air samples is required (See Section 56-9.2 of the Code).

- B. If only the results of the outside work area group of air samples is unsatisfactory, clean-up of surfaces outside of the regulated abatement work area using HEPA vacuums and wet-cleaning methods shall be performed prior to collection and analysis of an additional group of outside work area clearance air samples as required by Section 56-9.2 of the Code.
- C. This recleaning/clean-up and sampling process shall be repeated until satisfactory clearance air sampling results have been achieved for all asbestos project non-exempt regulated abatement work areas throughout the entire work site.

PART 5 - ASBESTOS SURVEY PLANNING AND DESIGN

5.1 Asbestos Survey Requirements for Building/Structure Demolition, Renovation, Remodeling and Repair

- A. Asbestos Survey Required. An owner or an owner's agent, except the owner of one and two-family dwellings who contracts for, but does not direct or control the work, shall cause to be conducted, an asbestos survey completed by a licensed asbestos contractor using inspectors certified in compliance with Section 56-3.2(d) of Industrial Code 56, to determine whether or not the building or structure, or portion(s) thereof to be demolished, renovated, remodeled, or have repair work, contains ACM, PACM or asbestos material. This asbestos survey shall be completed and submitted as indicated in Subdivision (g) of this Section, prior to commencing work. All such asbestos surveys shall be conducted in conformance with the requirements of Subdivision (e) of this Section.
- B. Exemptions To Asbestos Survey Requirements: The asbestos survey required by this Subdivision (a) of this Section shall not be required for the following classes of buildings or structures:
 - 1. an agricultural building;
 - 2. buildings or structures for which original construction commenced on or after January 1, 1974;
 - 3. A structure certified in writing to be structurally unsound by a licensed Professional Engineer, Registered Architect, Building Inspector, Fire Inspector or other official of competent jurisdiction. (See Section 56-11.5 of the Code)
- C. Building/Structure Demolition. If a building/structure asbestos survey is not required or performed per Subdivision (b) of this Section, and the building/structure is certified to be unsound or slated for contracted demolition, the building/structure shall be assumed to contain asbestos, and shall be demolished per this Part, unless the building/structure is adequately certified to be free of asbestos containing material. Acceptable documentation for certification shall be a previous thorough building/structure asbestos survey, abatement records or other documentation acceptable to the Commissioner or his or her representative.
- D. Responsibility To Comply. No exemption to the requirement to conduct an asbestos survey shall exempt any person, asbestos contractor, property owner or business entity from the inspection or asbestos survey requirements of EPA, OSHA, and any other applicable section of the Code.

- E. Building/Structure Asbestos Survey Requirements. The asbestos survey shall include a thorough inspection for and identification of all PACM, suspect miscellaneous ACM, or asbestos material throughout the building/structure or portion thereof to be demolished, renovated, remodeled, or to have repair work. The required inspection shall be performed by a certified asbestos inspector, and, at a minimum, shall include identification of PACM, suspect miscellaneous ACM or asbestos material by all of the following methods:
1. The review of building/structure plans and records, if available, for references to asbestos, ACM, PACM, suspect miscellaneous ACM or asbestos material used in construction, renovation or repair; and (2) A visual inspection for PACM and suspect miscellaneous ACM throughout the building/structure or portion thereof to be demolished, renovated, remodeled, or repaired. For the purpose of this Part, all PACM and suspect miscellaneous ACM visually assessed shall be treated and handled as ACM and shall be assumed to be ACM, unless bulk samplings conducted as per this Section, standard EPA and OSHA accepted methods, including multi-layered systems sampling protocols; the subsequent analyses are performed by a laboratory that meets the requirements of Section 56-4.2 of the Code; and the analyses satisfies both ELAP and federal requirements, including multi-layered sample analyses, to document non-asbestos containing material.
- F. Building/Structure Asbestos Survey Information.
1. The asbestos survey shall, at a minimum, identify and assess with due diligence, the locations, quantities, friability and conditions of all types of installations at the affected portion of the building/structure relative to the ACM, suspect miscellaneous ACM, PACM or asbestos material contained therein. The following list is not inclusive of all types of ACMs, it only summarizes typical ACMs. The certified asbestos inspector is responsible for identification and assessment of all types ACM, PACM, suspect miscellaneous ACM and asbestos material within the affected portion of the building/structure:
 - a. PACM
 - 1) Surfacing Treatments:
 - a) Fireproofing;
 - b) Acoustical Plaster;
 - c) Finish Plasters; and
 - d) Skim Coats of Joint Compound.
 - 2) Thermal System Insulation:
 - a) Equipment Insulation;
 - b) Boiler, Breeching, Boiler Rope, Duct, or Tank Insulation, Cement or Mortar Used for Boilers and Refractory Brick;
 - c) Piping and Fitting Insulations including but not limited to, Wrapped Paper, Aircell, Millboard, Rope, Cork, Preformed Plaster, Job Molded Plaster and coverings over fibrous glass insulation.
 - b. SUSPECT MISCELLANEOUS ACM
 - 1) Roofing and Siding Miscellaneous Materials:
 - a) Insulation Board;
 - b) Vapor Barriers;
 - c) Coatings;
 - d) Non-Metallic or Non-Wood Roof Decking
 - e) Felts;
 - f) Cementitious Board (Transite);
 - g) Flashing;
 - h) Shingles; and

- i) Galbestos.
- 2) Other Miscellaneous Materials:
 - a) Dust and Debris;
 - b) Floor Tile;
 - c) Cove Base;
 - d) Floor Leveler Compound;
 - e) Ceiling Tile;
 - f) Vermiculite Insulation
 - g) Gaskets, Seals, Sealants (including for condensate control);
 - h) Vibration Isolators;
 - i) Laboratory Tables and Hoods;
 - j) Chalkboards;
 - k) Pipe Penetration Packing or Other Firestopping Materials
 - l) Cementitious Board;
 - m) Electrical Wire Insulation;
 - n) Fire Curtains;
 - o) Fire Blankets;
 - p) Fire Doors;
 - q) Brakes and Clutches;
 - r) Mastics, Adhesives and Glues;
 - s) Caulks;
 - t) Sheet Flooring (Linoleum);
 - u) Wallpaper;
 - v) Drywall;
 - w) Plasterboard
 - x) Spackling/Joint Compound;
 - y) Textured Paint;
 - z) Grout;
 - aa) Glazing Compound; and
 - bb) Terrazzo.
- 2. All ACM, PACM, suspect miscellaneous ACM, or asbestos material reported under Paragraph (1) of this Subdivision shall include the location of the materials, an estimate of the quantities, types, friability and condition of the identified materials to be treated and handled as ACM. For the purpose of this Part, all PACM and suspect miscellaneous ACM visually assessed shall be treated and handled as ACM and shall be assumed to be ACM, unless bulk sampling is conducted as per this Section, standard EPA and OSHA accepted methods, including multilayered systems sampling protocols; the subsequent analyses are performed by a laboratory that meets the requirements of Section 56-4.2 of the Code; and the analyses satisfies both ELAP and federal requirements, including multi-layered sample analyses, to document non-asbestos containing material.
- 3. The building/structure asbestos survey shall also include the building/structure name, address, the building/structure owner's name and address, the name and address of the owner's agent, the name of the firm performing the asbestos survey and a copy of the firm's current asbestos handling license, the names of the certified inspector(s) performing the survey and a copy of the current asbestos handling certificate for each inspector utilized, the dates of the asbestos survey, a listing of homogeneous areas identifying which ones are ACM, all laboratory analyses reports for bulk samples collected, and copies of the appropriate certifications for the laboratory used for analysis of samples taken during the asbestos survey.

- G. Transmittal of Building/Structure Asbestos Survey Information. One (1) copy of the results of the building/structure asbestos survey shall be immediately transmitted by the building/structure owner as follows:
1. One (1) copy of the completed asbestos survey shall be sent by the owner or their agent 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. The completed asbestos survey for controlled demolition (as per Subpart 56-11.5 of the Code) or pre-demolition asbestos projects shall also be submitted to the appropriate Asbestos Control Bureau district office.
 3. The completed asbestos survey shall be kept on the construction site with the asbestos notification and variance, if required, throughout the duration of the asbestos project and any associated demolition, renovation, remodeling or repair project.
- H. Removal Required. 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. For multi-phased work, the access restriction for uncertified trades or personnel applies to each intermediate portion of the entire project. Upon completion of the intermediate portion of the asbestos project, other trades or personnel may access that portion of the work site. For demolition projects that are exempt from asbestos survey requirements due to being structurally unsound, the demolition is considered an asbestos project and shall proceed as per Section 56-11.5.
1. 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 assumed to be ACM at the work site.
- I. Bidding. 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.
- J. Unidentified and Un-assessed Asbestos. When any construction activity, such as demolition, remodeling, renovation or repair work, reveals PACM or suspect miscellaneous ACM that has not been identified by the asbestos survey per this Part, or has not been identified by other inspections as per current OSHA or EPA requirements, all activities shall cease in the area where the PACM or suspect miscellaneous ACM is found and the Asbestos Control Bureau shall be notified by telephone by the building/structure owner or their representative, followed with a written notice in accordance with the notification requirements of this Part. Un-assessed PACM or suspect miscellaneous ACM shall be treated and handled as ACM and assumed to be ACM, unless proven otherwise by standard EPA and OSHA accepted methods, including multi-layered systems sampling protocols; subsequent analyses performed by a laboratory that meets the requirements of Section 56-4.2 of this Part; and the analyses satisfies both NYS ELAP and

federal requirements, including multi-layered sample analyses, to document non asbestos containing material.

PART 6 - PHASE 1B: BACKGROUND AIR SAMPLING

Personal Air sampling by Abatement Contractor.

Abatement Contractor shall coordinate all work with air sampling contractor)

6.1 General Requirements. See Part- 4.

6.2 Number and Location of Background Air Samples.

A. Phase I B Background Sampling - Small Asbestos Project. Prior to asbestos abatement contractor mobilization and starting Phase II A, a minimum of three (3) samples shall be taken inside the intended regulated abatement work area and three (3) samples shall be taken outside of the intended regulated abatement work area within the building or structure in uncontaminated areas that are within ten (10) feet of the anticipated locations of isolation or critical barriers. If the entire building/structure is the intended regulated abatement work area, the three (3) air samples outside the regulated abatement work area shall be eliminated, and a minimum of one (1) background ambient air sample shall be taken outside of the building or structure, as close as possible to the area where abatement work is to be conducted.

B. Phase I B Background Sampling

6.3 Establishment of Background Level. The most elevated air sample result per group of inside work area or outside work area background air samples comprise the established background level(s) for that intended regulated abatement work area.

PART 7 - PHASE II A: WORK AREA PREPARATION

Personal air sampling by abatement contractor.

Abatement Contractor shall coordinate all work with air sampling contractor.

7.1 Air Sampling Requirements.

A. Personal Air Sampling. Air sampling shall be performed in the worker's breathing zone, by the asbestos contractor for his personnel, as required by current OSHA regulations.

B. Daily Air Sampling. Project air sampling shall be conducted daily for the full Work shift, for all Large size projects with OSHA Class I or OSHA Class II friable ACM subject to

handling/abatement. If more than one daily work shift is required to accomplish the work, air sampling shall be performed on each work shift. Air sampling is not required on days when there are no Phase II A activities.

- C. Number And Location Of Samples – Large Asbestos Projects. A minimum of five (5) samples shall be taken on a daily basis. The location of samples to be taken are as follows:
 - 1. A minimum of two (2) samples shall be taken outside the regulated abatement work area, within ten (10) feet of the isolation or critical barriers. When positive pressurized HVAC ducts are located within the regulated abatement work area, one of these samples shall be collected within ten (10) feet of an HVAC diffuser, at the downstream side of the positive pressurized HVAC ducts, in adjoining non-work areas. Where the entire building/structure is the regulated abatement work area, an additional exterior ambient air sample, remote from that in Paragraph (3) of this Subdivision below shall be taken.
 - 2. A minimum of one (1) sample shall be taken outside the regulated abatement work area, within ten (10) feet of and within proximity to each entrance or exit from the regulated abatement work area.
 - 3. One (1) ambient air sample shall be taken outside the building or structure within twenty-five (25) feet of the building or structure.
 - 4. Once the negative air systems have been established, one (1) sample shall be taken in front of and within ten (10) feet of each unobstructed, negative pressure ventilation equipment exhaust or bank (grouping of not more than five (5) exhaust ports at one termination area) of exhausts but not within a duct itself.
 - 5. Once the negative air systems have been established, where negative ventilation unit exhaust ducts run through the non-work area portions of a building or structure to access the exterior, one (1) sample shall be collected in the building or structure, within ten (10) feet of the duct system.
 - 6. If remote decontamination units are used, one (1) sample shall be collected at each entrance/exit from each personal decontamination and waste decontamination enclosure.
- D. Work Stoppage Criteria During Phase II A Abatement Procedures. If air samples collected outside the regulated abatement work area, indicate airborne fiber concentrations at or above 0.01 fibers per cubic centimeter, or the established background level, whichever is greater, work shall stop immediately for inspection and repair of barriers and negative air ventilation systems as necessary. Clean up of surfaces outside of the regulated abatement work area using HEPA-vacuums and wet-cleaning methods shall be performed prior to resumption of work area preparation activities. A summary of clean up activities and the results of barrier inspections including any necessary repairs, shall be documented in the supervisor's daily project log. Work methods shall be altered accordingly to reduce fiber concentrations to acceptable levels. No ACM, PACM or asbestos material shall be disturbed during Phase IIA activities.

7.2 Materials and Equipment.

- A. Storage of Materials. Asbestos Project non-ACM preparatory and waste transfer materials (i.e. plastic sheeting, duct tape, clean waste containers, etc.) shall be stored to prevent damage or contamination. Replacement materials shall be stored outside all project regulated abatement work areas, staging areas and waste transfer/storage areas until Phase II C is completed.
- B. Damaged or Deteriorating Materials. Damaged or deteriorating non-ACM materials shall not be used and shall be removed from the premises.

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- C. Fireproofing or Insulation Replacement. When ACM, PACM or asbestos material that has been used for fireproofing or insulation (thermal, chemical, electrical, acoustical, etc.) has been removed as part of an asbestos project, and the building is not scheduled for demolition or replacement of the affected building system, fireproofing or insulation at least equivalent to that removed, shall be installed and maintained by the building/structure owner in conformance with all applicable codes.
- D. Adhesive Materials. Duct tape and spray adhesive shall be capable of sealing joints of adjacent sheets of plastic, facilitating attachment of plastic sheets to finished or unfinished surfaces of dissimilar materials and adhering under both dry and wet conditions.
- E. Caulks. Non-ACM products shall be used to seal openings and penetrations during regulated abatement work area preparation and installation of critical barriers.
- F. Containers. Watertight lockable containers shall be provided to receive and retain any asbestos containing or contaminated material for storage until disposal. The containers shall be marked with danger labels.
- G. Enclosure Project Material. Materials for enclosure projects shall be impact resistant and installed to be airtight.
- H. Fire-Retardant Expandable Foam. Non-ACM products with a flashpoint above 140 degrees Fahrenheit, shall be used to seal openings and penetrations during regulated abatement work area preparation and installation of critical barriers.
- I. Ladders or Scaffolds. Where ladders or scaffolds are used on a project to allow all work surfaces to be easily and safely reached for removal and cleaning, care shall be taken to prevent breaching of the containment areas. Scaffold joints and ladder openings shall be sealed with duct tape to prevent incursion of asbestos. Scaffolds, ladders and their use shall comply with OSHA 29 CFR 1926 and other applicable codes.
- J. Ladders and Scaffolds for Visitors. During Phase II of the asbestos project, the asbestos abatement contractor shall make available, to authorized visitors, ladders or scaffolds of sufficient dimension and quantity so that all work surfaces can be easily and safely reached. Scaffolds, ladders and their use shall comply with OSHA 29 CFR 1926 and other applicable codes.
- K. Plastic Bags. Plastic bags used for waste storage or disposal shall be at least six (6) mil in thickness and be marked with danger labels.
- L. Plastic Sheeting. Fire-retardant plastic sheeting of at least six (6) mil thickness in sizes and shapes to minimize the number of joints shall be used.
- M. Repair Materials. Non-ACM materials shall be used. Repair materials shall be compatible with existing materials and substrates. Insulation and other repair materials shall also comply with all applicable building, energy and fire codes and shall be installed in accordance with these codes and manufacturer's recommendations.
- N. Surfactants. Any surfactant used shall be non-carcinogenic and non-toxic in its liquid form.

- O. Ventilation for Power Tools. Power tools used to drill, cut, or otherwise disturb asbestos material in regulated abatement work areas, shall be manufacturer equipped with HEPA-filtered local exhaust ventilation.

7.3 Asbestos Abatement Contractor Daily Project Log. The asbestos abatement contractor shall maintain a daily project log of all pertinent events that occur throughout Phase II of the asbestos project. This project log shall be updated daily throughout Phase II by the on-site supervisor, and shall be kept on-site for the duration of Phase II of the asbestos project. This log shall be made available upon verbal request of the Commissioner or his or her duly authorized representative. The following list summarizes the various sections of Industrial Code Rule 56 that require entries into the daily project log by the asbestos abatement contractor supervisor:

- A. Sections 7.1(d), 8.1(c), 9.2(a)(2) – Work Stoppage Due to High Air Results. High air result(s) shall be noted along with the time of the work cessation, results of barrier and negative air system inspection, and a summary of any necessary repairs and the required cleaning.
- B. Section 7.8(a)(4) – Manometer Readings. To be documented twice per work shift.
- C. Section 7.8(a)(10) – Negative Air System. Daily (even days without work shifts) inspection results and any necessary repairs to be documented.
- D. Section 7.9(d)(3) – HVAC System Positive Pressurization. Daily (even days without work shifts) inspection and any necessary repairs to be documented.
- E. Section 8.2(d) – Inspection of Barriers. Daily (even days without work shifts) inspection results and any necessary repairs to be documented. Inspections shall be twice per work shift on days with scheduled work.
- F. Section 8.2(f) – Testing of Barriers and Enclosures. Daily testing as per Section 8.2(f) of the Code and any resulting necessary repairs to be documented.
- G. Section 8.2(h) – Daily Cleaning of Enclosures. Cleaning to be documented daily at the end of the work shift.
- H. Section 8.6(b)(2)(iv) – Intermediate Completions. Results of each visual inspection and time of each intermediate completion shall be documented by the supervisor in the daily project log.
- I. Section 9.1(d) – Visual Inspection by Project Monitor Prior to Clearance Air Sampling. To be documented in daily log by project monitor, along with supervisor.
- J. Section 9.2(e) – Visual Inspection by Project Monitor for Regulated Abatement Work Areas Exempt from Clearance Air Sampling. To be documented in daily project log by project monitor, along with supervisor.
- K. Sections 9.3(c), 10.4, 11.2(f), 11.3(e), 11.4(d), 11.5(c), 11.6(e), 11.7(d), 11.8(d) – Final Inspection. To be documented by supervisor at completion of asbestos project.

7.4 Establishing Each Regulated Abatement Work Area.

- A. Vacating of Regulated Abatement Work Area. The regulated abatement work area shall be vacated by the occupants and non-certified personnel, prior to work area preparation, and shall remain vacated until satisfactory clearance air sampling results have been achieved or the asbestos project is complete.
- B. Restricted Entry. Entry to the regulated abatement work area shall be restricted to the asbestos contractors involved with the asbestos project, employees of the asbestos contractors, authorized visitors, and other public safety personnel. Police and fire officials may enter the work site and not be subject of the Code only on an emergency basis.
- C. Signs. Asbestos warning signs, required as per current OSHA regulations shall be posted to restrict access to the regulated abatement work area at all locations and approaches to a location where airborne concentrations of asbestos may exceed ambient background levels. During Phase II A - D activities, signs shall be posted at locations such that persons may take the necessary protective measures to avoid potential exposure.

7.5 Personal and Waste Decontamination System Enclosures

- A. Installation. Personal decontamination system enclosures shall be constructed and functional prior to commencing the remainder of the Phase IIA regulated abatement work area preparation activities. Waste decontamination system enclosures shall be constructed and functional at the completion of Phase IIA preparation activities. After installation of the personal decontamination system enclosure, all access to the regulated abatement work area shall be via the installed personal decontamination system enclosure.
- B. Personal Decontamination System Enclosure - Large Project.
 - 1. Enclosure – General. A personal decontamination system enclosure shall be provided outside the regulated abatement work area and attached to all locations where personnel shall enter or exit the regulated abatement work area. One personal decontamination enclosure system for each regulated abatement work area shall be required. This system may utilize adequate existing lighting sources separate from the decontamination system enclosure, or shall be supplied with a GFCI protected temporary lighting system. The personal decontamination system enclosure shall be sized to accommodate the number of workers and equipment required for the intended purpose. Such system may consist of existing attached rooms outside of the regulated abatement work area, if the layout is appropriate, that can be plasticized and are accessible from the regulated abatement work area. When this situation does not exist, personal decontamination enclosure systems may be constructed of metal, wood or plastic supports covered with fire-retardant plastic sheeting. A minimum of one (1) layer of six (6) mil fire-retardant plastic sheeting shall be installed on the ceiling, and walls of the enclosure system. At least two (2) layers of six (6) mil fire-retardant reinforced plastic sheeting shall be used for flooring protection of this area. This system must be kept clean, sanitary and climate controlled at all times in conformance with all federal, state and local government requirements. This system shall remain on-site, operational and be used until completion of Phase II C of the asbestos project.
 - 2. Rooms and Configuration. The personal decontamination system enclosure shall consist of a clean room, a shower room and an equipment room connected in series but separated from each other by airlocks. There shall be a curtained doorway separation between the

equipment room and the regulated abatement work area, and there shall be a lockable door to the outside. (See Figure 1 within this Section) Minimum dimensions for each airlock, shower room and equipment room shall be three (3) feet wide by six (6) feet in height, to allow for adequate access to and from the regulated abatement work area.

3. **Curtained Doorway.** An assembly which consists of at least three (3) overlapping sheets of six (6) mil fire retardant plastic over an existing or temporarily framed doorway. One sheet shall be secured at the top and left side, the second sheet at the top and right side, and the third sheet at the top and left side. All sheets shall have weights attached to the bottom to insure that the sheets hang straight and maintain a seal over the doorway when not in use.
4. **Framing.** Enclosures systems accessible to the public shall be fully framed, hard-wall sheathed and utilize a lockable door for safety and security.
5. **Sheathing.** A plywood or oriented strand board (OSB) sheathing material of at least 3/8-inch thickness.
6. **Plastic Sheeting.** Enclosure systems constructed at the work site shall use at least one (1) layer of six (6) mil fire-retardant plastic sheeting on walls and ceiling. At least two (2) layers of six (6) mil fire-retardant reinforced plastic sheeting shall be used for floor protection of this area.
7. **Prefabricated or Trailer Units.** A completely watertight fiberglass or marine painted prefabricated unit does not require plasticizing. Rooms shall be configured as per paragraph (2) of this Section. All prefabricated or trailer decontamination units shall be kept in good condition, and shall be completely decontaminated after final cleaning and immediately prior to clearance air sampling. Upon receiving satisfactory clearance air results, the prefabricated units shall be sealed then separated from the regulated abatement work area and removed from the site.
8. **Clean Room.** The clean room shall be sized to accommodate a full work shift of asbestos abatement contractor personnel, as well as the air sampling technician and the project monitor. The clean room shall be a minimum of six (6) feet in height. A minimum of thirty-two (32) square feet of floor space shall be provided for every six (6) full shift abatement workers, calculated on the basis of the largest work shift. If the largest work shift consists of three (3) or less full shift abatement workers, the minimum clean room size requirement is reduced to twenty-four (24) square feet of floor space. Benches, lockers and hooks shall be provided for street clothes. Shelves for storing respirators shall be provided. Clean clothing, replacement filters for respirators, towels and other necessary items shall be provided. The clean room shall not be used for storage of tools, equipment or materials. It shall not be used for office space. A lockable door shall be provided to permit access to the clean room from outside the regulated abatement work area or enclosure and shall be used to secure the regulated abatement work area and decontamination enclosure during non-work hours.
9. **Shower Room.** The shower room shall contain one (1) shower per every six (6) full shift abatement workers, calculated on the basis of the largest work shift. Multiple showers shall be simultaneously accessible (installed in parallel) to certified personnel. Each showerhead shall be supplied with hot and cold water adjustable at the tap. The shower enclosure shall be constructed to ensure against leakage of any kind. Uncontaminated soap, shampoo and towels shall be available at all times. Shower water shall be drained, collected and filtered through a system with at least 5.0-micron particle size collection capability. Submersible pumps shall be installed, maintained and utilized in accordance with pertinent OSHA regulations and manufacturer's recommendations. A multi-stage filtering system containing a series of several filters with progressively smaller pore sizes shall be used to avoid rapid clogging of the filtering system by larger particles. Filtered

wastewater shall be discharged in accordance with applicable codes. Contaminated filters shall be disposed of as asbestos contaminated waste.

10. Equipment Room. The equipment room shall be used for the storage of decontaminated equipment and tools. A one (1) day supply of replacement filters for HEPA-vacuums and negative pressure ventilation equipment in sealed containers, extra tools, containers of surfactant and other materials and equipment that may be required during the abatement project may also be stored here. A container lined with a labeled, at least six (6) mil plastic bag for collection of clothing shall be located in this room. Contaminated footwear and work clothes shall be stored in this area.
11. Airlocks. Airlock construction shall consist of two (2) curtained doorways with three (3) alternating six (6) mil fire retardant polyethylene curtains per doorway, separated by a distance of at least three (3) feet, such that one passes through one doorway into the airlock, allowing the doorway sheeting to overlap and close off the opening before proceeding through the next doorway. Minimum airlock size shall be three (3) feet wide, by three (3) feet long, by six (6) feet in height.

C. Personal Decontamination System Enclosure - Small Project.

1. Enclosure Requirements. A personal decontamination system enclosure for a Small asbestos project shall consist of, at a minimum, an equipment room, a shower room and a clean room separated from each other and from the regulated abatement work area and other areas by curtained doorways as defined in Section 56-2.1 of the Code. All other provisions for personal decontamination system for a Large asbestos project shall apply. Equipment storage, personal gross decontamination and removal of clothing shall occur in the equipment room just prior to entering the shower. The full personal decontamination system enclosure specified for Large asbestos projects is recommended.

D. Remote Personal Decontamination System Enclosure. If a personal decontamination system cannot be attached to the regulated abatement work area, due to available space restrictions or other building and fire code restrictions, a remote personal decontamination system enclosure may be used for limited Special Projects as per subpart 56-11 of the Code, negative pressure tent enclosure work areas with glovebag only abatement, or if non-friable ACM is being removed in a manner which will not render the ACM friable. Limitation - If it is found during Phase IIB, that the non-friable ACM or asbestos material will become friable during the removal process, and it is logistically possible to attach the decontamination system enclosure, abatement work must stop immediately while the remote personal decontamination system is relocated to be attached and contiguous to the regulated abatement work area. The following requirements apply for all remote personal decontamination systems:

1. Protective Clothing. Workers shall don two (2) sets of disposable protective clothing and a supply of protective clothing shall be kept in the airlocks attached to the regulated abatement work area.
2. Location. The remote personal decontamination system shall be constructed as close to the regulated abatement work area as physically possible. If the remote personal decontamination system must be located at the exterior of the building/structure due to space or code restrictions, it shall be constructed within fifty (50) feet of the building/structure exit used for access by the asbestos abatement contractor personnel. The decontamination unit shall be cordoned off at a distance of twenty-five (25) feet to separate it from public areas.
3. Airlocks. At a minimum, two (2) extra airlocks as defined in Section 56- 2.1 shall be constructed as per Section 56-7.5(b)(11) of the Code. One shall Be constructed at the entrance to the equipment room or equipment/washroom. The other extra airlock shall be constructed at the entrance to the containment or regulated abatement work area(s). These

airlocks shall have lockable doorways at the entrance to the airlock from uncontaminated areas. These airlocks shall be cordoned off at a distance of twenty-five (25) feet and appropriately signed in accordance with Section 56-7.4(c) of the Code. Airlocks shall not be used as a waste decontamination area and shall be kept clean and free of asbestos containing material.

4. Designated Pathway. The walkway from the regulated abatement work area to the personal decontamination system or next regulated abatement work area shall be cordoned off and signage installed as per Section 56- 7.4(c), to delineate it from public areas while in use during Phase IIA through IID.
5. Travel Through Uncontaminated Areas. If at any time a worker must travel through an uncontaminated area to access the personal decontamination area, the worker shall HEPA-vacuum and/or wet wipe his/her outer protective clothing while in the regulated abatement work area, then proceed into the airlock, which serves as a changing area, where he/she shall remove the outer clothing and don a clean set of protective clothing. The worker may then proceed to the personal decontamination system enclosure only along a designated pathway as described above. Travel in any other area shall not be allowed.
6. Removal. The remote personal decontamination unit shall be removed only after satisfactory clearance air sampling results have been achieved.

E. Waste Decontamination System Enclosure - Large and Small Asbestos Projects.

1. Enclosure – General. A waste decontamination system enclosure shall be provided outside the regulated abatement work area and shall be attached to the regulated abatement work area. One (1) waste decontamination enclosure for each regulated abatement work area shall be required. This system may utilize adequate existing lighting sources separate from the decontamination system enclosure, or shall be supplied with a GFCI protected temporary lighting system. The waste decontamination system enclosure shall be sized to accommodate the number of workers and equipment for the intended purpose. Such system may consist of existing attached rooms outside of the regulated abatement work area, if the layout is appropriate, that can be plasticized and are accessible from the regulated abatement work area. When this situation does not exist, enclosure systems may be constructed of metal, wood or plastic supports covered with fire-retardant plastic sheeting. A minimum of one (1) layer of six (6) mil fire-retardant plastic sheeting shall be installed on the ceiling, and walls of the enclosure system. At least two (2) layers of six (6) mil fire-retardant reinforced plastic sheeting shall be used for flooring protection of this area. This system must be kept clean, sanitary and climate controlled at all times in conformance to all federal, state and local government requirements. This system shall remain and be used until completion of Phase II C of the asbestos project.
2. Rooms and Configuration. A waste decontamination system enclosure shall consist of a washroom and a holding area connected in series but separated from each other by an airlock. There shall be a lockable door to the outside, and there shall be a curtained doorway between the washroom and the regulated abatement work area.
3. Curtained Doorway. An assembly which consists of at least three (3) overlapping sheets of six (6) mil fire retardant plastic over an existing or temporarily framed doorway. One (1) sheet shall be secured at the top and left side, the second sheet at the top and right side, and the third sheet at the top and left side. All sheets shall have weights attached to the bottom to insure that the sheets hang straight and maintain a seal over the doorway when not in use.
4. Washroom. A room/chamber between the regulated abatement work area and the holding area in the waste decontamination system enclosure, where equipment and waste

containers are wet cleaned or HEPA vacuumed. Adequate drainage and bag/container wash water shall be provided within the room/chamber, as well as a sufficient quantity of clean waste bags/containers.

5. Equipment/Washroom Alternative. Where there is only one (1) exit from the regulated abatement work area, the holding area of the waste decontamination system enclosure may branch off from the equipment room of the personal decontamination system enclosure. The equipment room will also be used as a waste washroom.
6. Plastic Sheeting. Waste decontamination system enclosures constructed at the work site shall use at least one (1) layer of six (6) mil fire-retardant plastic sheeting on walls and ceiling. At least two (2) layers of six (6) mil fire-retardant reinforced plastic sheeting shall be used for flooring protection of these areas.
7. Enclosure Security. The waste decontamination system enclosure and regulated abatement work area airlock(s) (when remote decontamination systems are used) shall be constructed with lockable doors to prevent unauthorized entry. Enclosures systems located within twenty-five (25) feet of an area of public access shall be fully framed and hard-wall sheathed for safety.
8. Drains. The waste washroom shall be equipped with a wash bin of sufficient size to perform waste container washing operations and shall deliver it to the shower wastewater filtration system where it shall be filtered in accordance with paragraph (b)(9) of the Code.
9. Shower/Washroom Alternative - Small Asbestos Project. For Small asbestos projects with only one (1) exit from the regulated abatement work area, the shower room may be used as a waste washroom. The clean room shall not be used for waste storage, but shall be used for waste transfer to carts, which shall be immediately removed from the enclosure. Waste shall be transferred only during times when the showers are not in use.

F. Waste Decontamination System Enclosure – When Remote Personal Is Allowed. When a remote personal decontamination system enclosure is allowed and utilized for a regulated abatement work area, the following requirements shall apply:

1. Minor Size Regulated Abatement Work Area. No specific waste decontamination system enclosure is required for minor size regulated abatement work areas. The waste generated shall be immediately bagged/containerized within the regulated abatement work area.
2. Small & Large Size Regulated Abatement Work Areas.
 - a. Washroom. An additional chamber shall be constructed within the regulated abatement work area, attached to the existing airlock used to access the work area. The washroom/airlock combination shall be utilized as the contiguous waste decontamination enclosure for waste bagging/containerization and waste transfer activities. The washroom shall be constructed and supplied with equipment/materials consistent with waste decontamination system enclosure washroom requirements for contiguous personal and waste decontamination system enclosures.
 - b. Removal. The washroom chamber shall be removed only after satisfactory clearance air sampling results have been achieved.

7.6 Personal Protective Equipment (PPE). After the installation of the personal decontamination system, full PPE in compliance with current OSHA regulations shall be worn in regulated abatement work areas during preparation activities, for all friable OSHA Class I or Class II asbestos projects. Asbestos abatement contractor's respirator selection, filter selection, medical surveillance and respiratory training must be consistent with current OSHA regulations.

Appropriate respiratory protection is also required of authorized visitors in accordance with the Code.

7.7 Electric Power. Shutdown and lock out of electric power to all negative pressure containment enclosures within the regulated abatement work areas shall be required as per current applicable OSHA standards. All existing power to fixtures, lights, machinery and outlets within the enclosure must be shut down and locked out. The asbestos abatement contractor shall provide temporary power and lighting to the regulated abatement work area, and insure safe installation of temporary power sources and equipment used where high humidity or water shall be sprayed in accordance with all applicable codes. All temporary power to regulated abatement work areas shall be brought in from outside the regulated abatement work area. This temporary power shall be protected by a ground fault circuit interrupter (GFCI) before the entry point to the regulated abatement work area. The negative air equipment shall be on GFCI protected circuits separate from the remainder of the regulated abatement work area temporary power circuits. The GFCI temporary power connections shall be located outside of the regulated abatement work area, in a secure, dry area, which is accessible to the asbestos abatement contractor.

- A. Electric Power Shutdown Exemption. If electrical circuits, machinery and other electrical systems in or passing through the regulated abatement work area must stay in operation due to health and safety requirements, the following precautions must be taken:
1. All unprotected cables (except low-voltage [less than 24 volts] communication and control system cables), panel boxes of cables and joints in live conduit that run through the regulated abatement work area shall be covered with three (3) independent layers of six (6) mil fire retardant polyethylene. Each layer shall be individually duct taped and sealed. All three (3) layers of polyethylene sheeting shall be left in place until satisfactory clearance air sampling results have been obtained.
 2. Any energized circuits remaining in the regulated abatement work areas shall be posted with a minimum of two (2) inch high lettering warning sign which reads: DANGER LIVE ELECTRICAL – KEEP CLEAR. The sign shall be placed on all live covered barriers at a maximum of ten (10) foot intervals. These signs shall be posted in sufficient numbers to warn all persons authorized to enter the regulated abatement work area of the existence of the energized circuits.

7.8 Engineering Controls.

- A. Negative Air Pressure Equipment. All OSHA Class I, Class III, and interior Class II asbestos abatement projects shall employ negative air pressure equipment ventilation.
1. Operation. The negative air pressure equipment shall operate continuously, twenty-four (24) hours a day, from startup of negative air pressure equipment, through the cleanup operations and satisfactory clearance air sampling results being obtained, or the asbestos project is complete.
 2. Timing of Installation. The negative air ventilation units shall be installed and made operational after the critical barriers and isolation barriers are installed.
 3. Negative Air Pressure. A negative air pressure, relative to areas outside abatement work area during the asbestos abatement project to ensure that contaminated air in the regulated abatement work area does not escape back to an uncontaminated area.
 4. Manometer. A manometer shall be used to document the pressure differential for all OSHA Class I Large and Small size asbestos project regulated abatement work areas. A minimum of -0.02 column inches of water pressure differential, relative to pressure

outside the regulated abatement work area, shall be maintained within the regulated abatement work area, as evidenced by manometric measurements. Once installed, on a daily basis at least twice per work shift, the asbestos abatement contractor's supervisor shall document the manometer reading within the daily project log. The manometer shall be installed and made operational once the negative air has been established in the regulated abatement work area. Magnahelic manometers shall be at a minimum calibrated semi-annually, and a copy of the current calibration certification shall be posted at the work site during Phase II operations.

5. Ventilation Units. If more than one (1) primary HEPA-filtered ventilation unit is installed, the units shall be turned on one (1) at a time and the integrity of temporary hardwall isolation barriers checked for secure attachment or the need for additional reinforcement shall be checked. A minimum of one (1) additional unit having a capacity of at least equal to that of the primary unit shall be installed, as a backup unit to be used upon primary unit failure, or if necessary during primary unit filter changes. Ventilation Unit exhaust ducting shall not exceed twenty-five (25) feet in length, due to reduction in volumetric flow rates caused by friction.
6. Power Supply. A GFCI protected temporary power supply shall be available to satisfy the requirements of the total of all ventilation units.
7. Power Failure. In the event of electric power supply failure, abatement shall stop immediately and shall not resume until power is restored and exhaust units are operating fully. In the event of extended power failure (longer than one hour), after evacuation of all persons from the regulated abatement work area, the decontamination system enclosure facilities shall be sealed airtight.
8. Air Changes. Negative air pressure ventilation equipment shall be installed and operated continuously to provide at least four (4) air changes in the regulated abatement work area every hour including during clearance air sampling.
9. Openings in Enclosure. Openings made in the enclosure system to accommodate these units shall be made airtight with duct tape or caulking or both. Where possible, the intake side of the negative air ventilation unit shall remain within the regulated abatement work area to permit filter changing, while minimizing equipment contamination and the likelihood of contamination of non-work areas.
10. Installation and Care. Proper installation procedures, including use of appropriate filters and manufacturer's recommended operating procedures shall be followed.
 - a. Each HEPA filter should be individually tested and certified by the manufacturer to have an efficiency of not less than 99.97% when challenged with 0.3 micron particles. Testing shall be in accordance with accepted methodologies, and each filter should bear an appropriate UL label to indicate ability to perform under specified conditions.
 - b. Negative pressure HEPA filtered ventilation units shall be exhausted to the outside of the building or structure and away from public access and to a controllable area.
 - c. Air sampling at exhaust duct termination locations and daily inspections shall be conducted to insure that procedures are followed to maintain the negative pressure air ventilation filtration systems.
 - d. Pre-filters, secondary filters and HEPA-filters shall be replaced when dirty.
 - e. Ducts of at least equivalent shape and dimension as those of the negative pressure ventilation exhaust shall be used to exhaust to the outside of the building or structure.
 - f. All fans, ducts and joints shall be sealed, braced and supported to maintain an airtight system.
 - g. Once installed and operational, daily inspections shall be conducted to insure the airtight integrity of the system, and the findings shall be documented by the

asbestos abatement contractor's supervisor in the daily project log. Inspection, necessary repairs and documenting is required daily, including days when no Phase IIB or IIC work or support activities are scheduled.

- h. A four (4) foot high construction fence with appropriate signage in compliance with Section 7.4(c) shall be constructed at a minimum of ten (10) feet from the end of the exhaust duct tube, or bank of duct tubes, to surround and control this area from public access. For ground level exhaust duct terminations at the immediate exterior of the building/structure, the fence shall be installed at the tube discharge location.
- 11. Exhaust Location. The exhaust shall be vented to the outside of the building or structure, to a controllable area away from public access. Each negative pressure ventilation unit exhaust duct shall not terminate less than fifteen (15) feet from a receptor or adversely affect the air intake of any building or structure. If the exhaust duct termination location for this Section cannot be met due to allowable space restrictions or the regulated abatement work area being located above the ground floor, the exhaust shall terminate at the exterior of the building or structure, and all receptors less than fifteen (15) feet from the exterior exhaust duct termination location shall be plasticized with two (2) layers of at least six (6) mil polyethylene. Exhaust tubes may be grouped together in banks of no more than five (5) tubes, with each tube exhausting separately and the bank of tubes terminating together at the same controlled area.
 - a. Exception. HEPA-filtered vacuums used to exhaust Minor size tent enclosure regulated abatement work areas, do not require exhausting to the exterior of the building/structure.
 - b. Exemption From Ventilation And Use of Negative Pressure Equipment.
 - c. The use of negative pressure air equipment is not required for the following:
 - 1) OSHA Class II non-friable ACM exterior projects;
 - 2) Asbestos projects where enclosures (i.e. hard walls, tents, etc.) are not required by this Part; controlled demolition asbestos abatement projects. (see Section 56-11.5 of the Code)
 - d. This exemption does not relieve the asbestos abatement contractor from the negative pressure equipment requirements on other portions of the same project that require the use of negative pressure equipment.

7.9 Heating, Ventilation, and Air Conditioning (HVAC) Systems

- A. Isolation. HVAC systems shall be isolated from the regulated abatement work area. Acceptable means of HVAC system isolation include:
 - 1. Shutdown and Isolation. Shutdown and isolation of HVAC systems to prevent contamination and asbestos dispersal to other areas of the building or structure.
 - 2. Local Isolation. Local isolation and provision for temporary HVAC.
 - 3. Positive Pressurization. Positive pressurization of the HVAC system.
 - a. Positive pressurization shall be restricted to circumstances where HVAC must service the remainder of the building or structure and the HVAC equipment is in the regulated abatement work area or the ducts run through the regulated abatement work area. The appropriate HVAC duct and plenum outlets, inlets and exhaust dampers shall be sealed with caulking and a minimum 3/8-inch thickness plywood, or oriented strand board, or sufficient gauge sheet metal, covered with a double layer of at least six (6) mil fire retardant plastic sheeting and duct taped airtight. The HVAC duct and plenum joints shall be duct taped airtight. The

mixing and balancing damper positions shall be altered and the return fan(s) shall be shut down to produce the required positive pressures.

- b. Project phasing, climate conditions, load conditions and HVAC equipment limitations and controls shall be considered when this alternate procedure is evaluated. Aerodynamics in the duct system, particularly spurs or trunks, shall be considered and, if necessary, the ducts or dampers shall be altered or removed to prevent loss of positive pressure in any part of the system. Precautions shall be taken during abatement activities to ensure that the ducts, seals and static pressure lines are not damaged.
- c. The presence of positive pressure shall be demonstrated daily by testing, including days when no Phase II work or support activities are scheduled, and the results must be noted in the asbestos abatement contractor supervisor's daily project log. Air sampling in occupied, downstream, non-work areas shall be performed on a daily basis as per the requirements of Section 56-7.1(b)(1) of the Code, except days when there are no Phase IIA, IIB, or IIC activities. Positive pressure verification shall be done on a continuous basis. The differential pressure shall be easily verifiable by use of a leak free, rigid static pressure taps, static lines on the supply and return ducts and static lines originating in the regulated abatement work area, adjacent areas or downstream non-work areas.

B. HVAC Filters and Ducts. Potentially contaminated HVAC filters in existing building/structure HVAC systems shall be handled and disposed of as asbestos contaminated waste material. The ducts and filter assembly shall be wet cleaned and HEPA-vacuumed where system air samples or bulk samples indicate asbestos contamination within the interior of the HVAC ducts. Existing building/structure HVAC system filters shall be treated as potentially contaminated for all friable OSHA Class I and Class II asbestos projects, and shall be removed and disposed of by the asbestos abatement contractor after the affected filters are identified by the building/structure owner's HVAC contractor or maintenance personnel. The building owner or their agent shall supply appropriate replacement HVAC system filters to the asbestos abatement contractor during HVAC system filter removal and replacement.

C. Chimney Effects. All boilers and other equipment exhausts within the regulated abatement work area shall be shut down and the burner/boiler/equipment accesses and openings shall be sealed until abatement is complete and satisfactory clearance air-sampling results have been achieved. If the boiler(s) or other exhausted equipment will be subject to abatement, all breeching, stacks columns, flues, shafts and double-walled enclosures serving as exhausts or vents, shall be segregated from the affected boilers or equipment and sealed airtight to eliminate potential chimney effects within the regulated abatement work area.

7.10 Regulated Abatement Work Area Pre-Cleaning.

A. Movable Objects. Movable objects within the regulated abatement work area shall be pre cleaned using HEPA-filtered vacuum equipment and/or wet cleaning, and such objects shall be removed from the regulated abatement work area to an uncontaminated location. Upholstered furniture and drapes shall be HEPA vacuumed twice before removal from the regulated abatement work area. Carpeting shall be HEPA-vacuumed twice and cleaned before removal from the regulated abatement work area. If disposed of as asbestos-contaminated waste material, cleaning of carpeting is not required. If carpeting is left in place, it shall be covered with three-eighths (3/8) inch thick plywood sheathing prior to required plasticizing.

- B. Fixed Objects. Fixed objects and other items which are to remain within the regulated abatement work area shall be pre cleaned using HEPA-filtered vacuum equipment and/or wet cleaning methods. Such objects and items shall be enclosed with two (2) layers of at least six (6) mil fire retardant plastic sheeting and sealed airtight with duct tape.
- C. Precleaning. The regulated abatement work area shall be cleaned using HEPA filtered vacuum equipment or wet cleaning methods or both. Methods that raise dust, such as sweeping or vacuuming with non HEPA-filtered equipment shall be prohibited. ACM, PACM or asbestos material shall not be disturbed during precleaning. Precleaning is intended for preparation work, not gross cleaning of visible asbestos debris such as disturbed ACM, PACM or asbestos material on floors or other work area surfaces. Precleaning shall be performed in the following order.
 - 1. Locations in which critical barriers and isolation barriers are to be installed shall be cleaned first using a HEPA-filtered vacuum and wet cleaning methods before the barriers are installed. After the critical barriers and isolation barriers are installed, the negative air ventilation units shall be started. Once the negative air ventilation units are operational, the remainder of the pre cleaning shall take place and area plasticization shall begin.

7.11 Regulated Abatement Work Area Enclosure.

- A. Critical Barriers. Critical barriers shall be constructed to seal off all openings and penetrations to the regulated abatement work area including, but not limited to, operable windows and skylights, doorways and corridors (which shall not be used for passage), ducts, grills, diffusers, HVAC system seams, and any other penetrations to surfaces within the regulated abatement work area. Critical barriers shall be constructed using two (2) independent layers of at least six (6) mil fire-retardant plastic sheeting with each layer sealed separately with duct tape. Caulk and fire-retardant expandable foam may be used to seal small openings or penetrations. Doorways and corridors, which shall not be used for passage during the asbestos project, shall also be sealed.
- B. Isolation Barriers. Temporary hardwall barriers to complete the containment enclosure and establish the asbestos project regulated abatement work area shall be constructed using the following framing, sheathing, sealing and plasticizing criteria:
 - 1. Framing. Isolation barrier partitions shall be constructed of wood or metal framing in all openings larger than thirty-two (32) square feet, except that where any one dimension is one foot or less, framing is not required. Existing walls or framing may be used to support isolation barrier partition framing and sheathing.
 - 2. Sheathing. A plywood or oriented strand board (OSB) sheathing material of at least 3/8-inch thickness shall be fastened to the regulated abatement work area side of the barrier partition.
 - 3. Sealing of Isolation Barriers. The edges of the isolation barrier partition shall be sealed at the floor, ceiling, walls and fixtures using caulk, fire retardant expandable foam or duct tape to form an airtight seal. The seams of the partition sheathing shall also be sealed airtight using these techniques.
 - 4. Plasticizing Isolation Barriers. The regulated abatement work area side of the isolation barrier partition shall be covered with two (2) layers of, at a minimum, six (6) mil fire-retardant plastic sheeting with staggered joints and sealed airtight.
- C. Removal of Mounted Objects. After critical barriers and isolation barriers are in place, mounted objects shall be removed and HEPA-vacuumed or wet wiped or both. Localized HEPA-filtered

vacuum equipment shall be used during mounted object removal to reduce potential asbestos dispersal.

- D. Elevator Shutdown or Isolation. Elevators running through the regulated abatement work area shall be shut down except as noted in this Subdivision:
1. Isolation Detail. In projects where the elevator cannot be shut down, the hoistway door frames shall be enclosed with nominal 2" x 4" framing, 16 inch on center, covered with 3/8-inch thickness plywood or OSB sheathing, and caulked or duct taped airtight at all seams. The enclosures shall be covered with two (2) seamless layers of at least six (6) mil plastic sheeting duct taped and sealed airtight. A final larger layer of at least six (6) mil plastic sheeting shall be duct taped and sealed airtight, but with slack, forming a larger perimeter diaphragm to sense air movement caused by elevator operation.
 2. Elevator Shaft Ports. Elevator shaft ports for pressure equalization when within the regulated abatement work area, shall be vented to the outside or non-work areas using oversized solid-walled ducts or chambers constructed with 3/8-inch thickness plywood or OSB sheathing over nominal 2" x 4" framing, 16 inch on center. The joints shall be caulked and the ducts or chambers shall be sealed with two (2) layers of at least six (6) mil fire-retardant plastic sheeting and duct tape. The first layer of plastic sheeting shall be attached to the ducts or chambers using spray adhesive. This system shall be subjected to and pass a negative pressure test daily.
- E. Floor, Wall & Ceiling Plasticizing and Sealing. All floor, wall and ceiling surfaces, except where abatement of ACM, PACM or asbestos material shall be performed on those specific surfaces, shall be covered with two (2) layers of, at a minimum, six (6) mil fire-retardant plastic sheeting. The floor shall be plasticized first, and its plastic sheeting shall extend up the walls a distance of at least twelve (12) inches on all sides. The walls shall then be plasticized by applying plastic sheeting from the ceiling to the floor, overlapping the floor sheeting by at least twelve (12) inches. Next, the ceiling shall be plasticized overlapping the walls by at least twelve (12) inches, to form a secure airtight seam. This process shall be repeated for the second layer of plastic sheeting for the floor, walls and ceiling. All seams within a layer shall be separated by a distance of at least six (6) feet and sealed airtight with duct tape. All seams between layers shall be staggered at least two (2) feet.
- F. Barrier/Plasticizing Exemptions.
1. Negative Pressure Tent Regulated Abatement Work Area Enclosure. An alternate isolation method may be used where preparation of the entire room/space is either unfeasible or not necessary to adequately access all impacted ACM, PACM or asbestos material.
 - a. Where Allowed. Negative pressure tent enclosures are allowed to be utilized for gross abatement of any quantity interior and exterior non-friable ACM or asbestos material, glovebag abatement of any quantity friable TSI, or gross abatement of Minor and Small quantities of friable ACM, PACM or asbestos material. For tent enclosures with gross abatement of friable materials, attached (contiguous) decontamination system enclosures shall be constructed, maintained and utilized as per this Part. Minor size tent enclosure work areas shall at a minimum have decontamination areas installed and utilized, as per the requirements of Section 56-11.3 of the Code.
 - 1) Multiple Minor Size Regulated Abatement Work Areas. If the small or large asbestos project consists of multiple negative pressure tent regulated abatement work area enclosures with minor quantities of ACM to be abated within each tent enclosure, these tent enclosures shall be constructed as per

this Subpart, including attached airlock if remote decontamination systems are allowed and utilized for the asbestos project.

- b. Tent Construction.
 - 1) Tents with greater than twenty (20) square feet of floor space, or tents that are scheduled for gross removal of friable ACM, PACM, or asbestos material, shall be constructed of two (2) layers of six (6) mil fire-retardant plastic sheeting and shall include walls, ceiling and a floor (except for portions of walls, floors and ceilings that are the removal surface) with double-folded seams. Seams shall be duct taped airtight and then duct taped flush with the adjacent tent wall.
 - 2) Tents with twenty (20) square feet or less of floor space and no gross removal of friable ACM, PACM or asbestos material, shall be constructed of one (1) layer six (6) mil fire retardant plastic sheeting and shall include walls, ceiling and a floor (except for portions of walls, floors and ceilings that are the removal surface) with double-folded seams. Seams shall be duct taped airtight and then duct taped flush with the adjacent tent wall.
 - 3) Tents or tent-like structures or enclosures shall be adequately supported and reinforced to withstand local environmental conditions and the negative pressures developed within them.
 - 4) Airlock. An airlock shall be constructed as per Section 56- 7.5(b)(11) of the Code, at the entrance to each tent that utilizes remote decontamination system facilities. Each tent and airlock shall be cordoned off twenty-five (25) feet from it perimeter, or the interior space/room where the tent and airlock is located shall be secured from non-certified personnel or public access, and signage shall be installed as per Section 56-7.4(c) of the Industrial Code Rule 56.
 - c. Negative Air. Manometers consistent with the requirements of Section 56-7.8(a)(4) of the Code, are required for negative pressure tent enclosure regulated abatement work areas with OSHA Class I abatement. Negative air shall be maintained at four (4) air changes per hour for non-friable and glovebag abatement tent enclosure work areas. Eight (8) air changes shall be maintained for friable gross removal tent enclosure work areas. If a HEPA-filtered vacuum is used for a Minor size abatement tent enclosure work area to maintain the required air changes, after final cleaning is completed twenty (20) minutes shall elapse, then ventilation may be stopped, clearance air samples collected if required, and the tent sealed until results are read. If air sample results are unacceptable, ventilation shall be re-established, the area re-cleaned and new samples taken.
- 2. Fire-Retardant Spray Plastic. Fire-retardant spray plastic may be used in lieu of two (2) layers of six (6) mil plastic sheeting as required by 56- 7.11(e), under the following conditions:
 - a. Critical barriers are installed per Section 56-7.11(a) of this Part.
 - b. The fire-retardant spray plastic is used, applied, maintained and removed in accordance with the manufacturer's detailed procedures by persons who have been trained by the manufacturer or others authorized to perform such training. Proof of appropriate training shall be located at the work site and shall be produced upon verbal request of the Commissioner or his or her duly authorized representative.
 - c. Application shall be made to result in a dry thickness of not less than six (6) mils.
 - 3. Special Projects. See Subpart 56-11 regarding work area preparation requirements for special projects. These projects include exterior nonfriable ACM roofing, siding, caulking, glazing compound, transite, tars, sealers, coatings, and other NOB ACM abatement, abandoned intact pipe/duct/conduit wrap and cut abatement, flooring and

- mastic abatement, pre-demolition abatement, demolition with asbestos in place, in-plant operations abatement, emergency project abatement and Minor size project abatement.
4. Removal of Ceilings and Components. Suspended ceiling and components that exist below friable ACM or PACM material, and that are not themselves ACM or PACM, shall remain in place until the remainder of the regulated abatement work area has been plasticized, negative air established, and personal and waste decontamination enclosures have been constructed. The ceiling tiles and components shall then be removed and disposed of as asbestos waste or decontaminated if possible. This type of removal must be done prior to commencement of Phase II B abatement, but after the remaining regulated abatement work area preparation has been completed. Critical barriers shall be installed above the suspended ceiling as per Section 56-7.11(a), prior to the commencement of Phase IIB abatement.
 5. Exits. Emergency and fire exits from the regulated abatement work area shall be maintained or alternate exits shall be established and appropriately signed according to all applicable codes. Temporary hardwall barriers are not required at emergency and fire exit locations.
- G. Toilet Facilities. Adequate toilet facilities shall be readily accessible to the personal decontamination enclosure.

PART 8 - PHASE II B ASBESTOS ABATEMENT

Personal air sampling by abatement contractor.

Abatement Contractor shall coordinate all work with air sampling contractor).

8.1 Air Sampling Requirements.

- A. Personal Air Sampling. Air sampling shall be performed in the worker's breathing zone, by the asbestos contractor for his personnel, as required by current OSHA regulations.
- B. Daily Air Sampling. Project air sampling shall be conducted daily for the full work shift for Large projects. If more than one daily work shift is required to accomplish the work, air sampling shall be performed on each work shift. Air sampling is not required on days when there are no Phase II B activities.
 1. Number And Location Of Samples – Large Asbestos Projects. A minimum of five (5) samples shall be taken on a daily basis. The locations of samples to be taken are the same as specified for Phase IIA.
 2. Work Stoppage Criteria During Phase II B Abatement Procedures. If air samples collected outside the regulated abatement work area, indicate airborne fiber concentrations at or above 0.01 fibers per cubic centimeter, or the established background level, whichever is greater, work shall stop immediately for inspection and repair of barriers and negative air ventilation systems as necessary. Clean up of surfaces outside of the regulated abatement work area using HEPA-vacuums and wet-cleaning methods shall be performed prior to resumption of abatement activities. A summary of clean up activities and the results of barrier inspections including any necessary repairs, shall be

documented in the supervisor's daily project log. Work methods shall be altered accordingly to reduce fiber concentrations to acceptable levels.

- C. Exemption from Daily Air Sampling. Daily air sampling is not required on exterior asbestos projects with abatement of non-friable ACM roofing, siding, caulking or glazing compound, tars, sealers, coatings or other NOB ACMs, unless the ACM is rendered friable during removal or debris falls inside the building/structure.

8.2 Access to and Maintenance of Decontamination Systems and Regulated Abatement Work Area Enclosures.

- A. Access. Entry to the personal and waste decontamination system enclosures shall be restricted to the asbestos contractors involved with the asbestos project, appropriately certified employees of the asbestos contractors, authorized visitors, police, fire and other public safety personnel.
- B. Waiting Periods. Prior to beginning Phase IIB asbestos abatement work and upon completion of the construction of all Small and Large size regulated abatement work area enclosures and decontamination system enclosures, including establishment of the negative air system, a four (4) hour waiting period with negative air units operating shall be required to ensure that all barriers shall remain intact and secured to the walls, ceilings, floors and fixtures.
- C. Waiting Period Exemption. The four (4) hour waiting period may be eliminated for exterior work where negative air is not required.
- D. Inspection of Barriers. All barriers shall be inspected by the asbestos abatement contractor's supervisor at least twice daily, before the start of and following the completion of the day's abatement activities. Inspections are also required on days when there is no Phase II work or support activities scheduled. Inspections and observations shall be documented by the asbestos abatement contractor's supervisor in a daily project log.
- E. Repairs to Barriers and Enclosures. Damage and defects in the barriers and enclosures shall be repaired immediately upon discovery and shall be documented by the asbestos abatement contractor's supervisor in a daily project log, prior to resumption of abatement activities.
- F. Testing of Barriers and Enclosures. Smoke tube testing to ensure the effectiveness of all isolation barriers, personal decontamination system enclosures, waste decontamination system enclosures and regulated abatement work area enclosures shall be performed prior to the beginning of abatement activities and at least once a day thereafter until satisfactory clearance air sampling results have been obtained. Negative air pressure ventilation units shall be in operation during this testing. Testing of barriers and enclosures is not required on days when there are no Phase IIB or cleaning activities scheduled. Test results, observations and any modifications shall be documented by the asbestos abatement contractor's supervisor in a daily project log.
- G. Loss of Enclosure Integrity. If visible emissions or water leaks are observed outside of the regulated abatement work area, or if a glovebag, tent or enclosure of any type fails or loses its integrity, work shall be stopped and the following procedures shall be followed:
 - 1. Isolation and Critical Barrier Construction. Isolation and critical barriers shall be constructed as follows:

- a. Isolate HVAC Systems. The HVAC systems shall be shut down immediately and all openings shall be sealed with at least six (6) mil fire retardant plastic sheeting and duct tape.
 - b. Isolate Uncontaminated Areas. Passageways to uncontaminated areas of the building or structure shall be sealed with at least six (6) mil fire retardant plastic sheeting and duct tape.
 - c. Install Critical Barriers. Critical barriers within 25 feet of the regulated abatement work area shall be installed as per Section 56- 7.11 of Industrial Code Rule 56.
 2. Negative Air Pressure Equipment Ventilation. Negative air pressure equipment ventilation that complies with Section 56-7.8 of this Part shall be installed and utilized.
 3. Cleanup. Cleanup shall be accomplished as follows:
 - a. Method, Tools and Equipment. All accumulations of asbestos waste material shall be containerized and removed. Non-metal shovels and HEPA-vacuums may be used to pick up or move waste except in the vicinity of isolation barriers which might be breached. The areas around isolation barriers shall be cleaned utilizing rubber or plastic dustpans, squeegees or shovels. HEPA vacuums shall be used to clean all surfaces after gross cleanup.
 - b. Cleanup of Surfaces. All surfaces in the regulated abatement work area shall be wet-cleaned using rags, mops and sponges.
 - c. Second Cleaning. After the first cleaning, at least twelve (12) hours shall be allowed for asbestos to settle. Thereafter, all objects and surfaces in the regulated abatement work area shall be HEPA vacuumed and wet-cleaned. All windows, doors, HVAC system vents and all other openings shall remain sealed.
 4. Removal of Contaminated Equipment and Waste. All remaining contaminated equipment and containerized waste shall be removed from the regulated abatement work area.
 5. Clearance Air Sampling. Clearance air sampling shall be conducted, as per the schedule for air sampling and analysis.
 6. Isolation Barrier Removal. Isolation barriers shall be removed only after satisfactory clearance air sampling results have been achieved.
- H. Daily Cleaning of Enclosures. The asbestos abatement contractor shall HEPA-vacuum or wet-clean the waste decontamination system enclosures, the personal decontamination system enclosures, and airlocks when remote decontamination units are used, daily during Phase II A through C abatement activities. This cleaning shall take place at the end of each work shift and the asbestos abatement contractor's supervisor shall document it in the daily project log.

8.3 Regulated Abatement Work Area Entry and Exit Procedures.

- A. Procedures. The following procedures shall be followed throughout the asbestos abatement project until satisfactory clearance air-sampling results have been achieved:
 1. Entry to the Work Area. All persons shall enter the regulated abatement work area through the personal decontamination system enclosure, or through an airlock when used with an approved remote decontamination unit.
 - a. Entry/Exit Log. All persons who enter the regulated abatement work area or enclosure shall sign the entry/exit log, located in the clean room, upon every entry and exit.
 - b. Knowledge of Procedures. All persons, before entering the regulated abatement work area or enclosure, shall read and be familiar with all posted regulations, personal protection requirements, including regulated abatement work area entry and exit procedures and emergency procedures. The entry/exit log headings shall

- indicate, and the signatures shall be used to acknowledge that these have been reviewed and understood by all persons prior to entry.
- c. **Personal Protective Equipment.** All persons shall proceed first to the clean room, remove all street clothing, store these items in lockers and don personal protective equipment as appropriate for the abatement work area. Two (2) layers of protective clothing shall be donned for entry to regulated abatement work areas from remote personal decontamination systems. All authorized visitors shall also don NIOSH-approved respiratory protection for work areas with negative air established. Respirators and personal protective equipment shall be utilized by each authorized visitor for each separate entry into the regulated abatement work area. Respirators shall be inspected prior to each use and tested for proper seal using positive and negative pressure fit checks.
 - d. **Tools.** Persons wearing designated personal protective equipment shall proceed from the clean room through the shower room to the equipment room, where necessary tools are collected and any additional clothing shall be donned, before entry into the regulated abatement work area.
2. **Exit From the Work Area.** All persons shall exit the regulated abatement work area through the personal decontamination system enclosure, or through an airlock when used with an approved remote decontamination unit.
- a. **Removal of Gross Contamination.** Before leaving the regulated abatement work area, all persons shall remove gross contamination from the outside of respirators and protective clothing by HEPA vacuuming, or wet cleaning.
 - b. **Exit.** All persons shall exit the regulated abatement work area through the personal decontamination system enclosure, or through an airlock when used with an approved remote decontamination unit, except in case of an emergency, when an emergency exit or other means of escape may be used.
 - c. **Regulated Abatement Work Area Exit Procedures Utilizing Remote Decontamination Systems.** If at any time a person has to travel through an uncontaminated area to access the personal or waste decontamination enclosure system, the person shall HEPA vacuum and/or wet wipe his/her outer protective clothing while in the regulated abatement work area, then proceed into the airlock where he/she shall remove his/her outer clothing and don a clean set of protective clothing. He/she may then proceed to the personal or waste decontamination enclosure along a designated pathway. The walkway from the regulated abatement work area to the decontamination system shall be cordoned off to delineate it from public areas, as per Section 56-7.5(d)(4) the Code.
 - d. **Removal of Personal Protective Equipment.** Persons shall proceed to the equipment room where coveralls, head covering, foot covering and gloves shall be removed. Disposable clothing shall be deposited into labeled containers for disposal. Reusable contaminated clothing, footwear, head covering and gloves shall be stored in the equipment room when not being used in the regulated abatement work area. Respirators shall not be removed during this process.
 - e. **Showering.** Still wearing respirators, persons shall proceed to the shower area, clean the outside of the respirator and the exposed face area under running water prior to removal of the respirator, and fully and vigorously shower and shampoo to remove residual asbestos contamination. Respirators shall be washed thoroughly with soap and water. Some types of respirators shall require slight modifications to these procedures. An airline respirator with a HEPA-filtered disconnect protection shall be disconnected in the equipment room and worn into the shower. A powered air-purifying respirator face piece shall be disconnected from the filter/power pack assembly prior to entering the shower.

- f. Clean Room. After showering and drying, all persons shall proceed to the clean room and shall don either street clothing, if exiting the enclosure, or clean personal protective equipment if returning to another regulated abatement work area.

8.4 Handling and Removal Procedures.

- A. Glovebag Procedures. Glovebags are allowed to be utilized for abatement of pipe or duct insulation within negative pressurized regulated abatement work area enclosures. Glovebags may only be used on piping and ducts up to 150 degrees Fahrenheit. The following procedures must be followed for glovebag use:
 1. Seal Testing. After placement, each glovebag shall be subjected to and pass a smoke test as follows:
 2. Smoke testing should not be completed using a positive pressure test. The glovebag, once secured in place, should be placed under negative pressure, utilizing the HEPA-vacuum, and a smoke tube should be aspirated to direct smoke at all seals and seams from outside the glovebag.
 3. If there are any leaks, they will be detected by the smoke entering the bag. All leaks shall be duct taped airtight.
 - a. Surface Irregularities. If material adjacent to the work section is damaged, or if it terminates, is jointed or contains an irregularity adjacent to the work section, the material shall be wrapped in at least six (6) mil fire-retardant plastic sheeting and sealed airtight with duct tape.
 - b. Post-Stripping Wetting. After the asbestos material has been stripped, the surface from which it has been removed shall be wetted with amended water and scrubbed with a brush or abrasive pad to remove all visible asbestos material. The surfaces from which it has been removed, the interior of the bag, the affected area and the tools shall then be thoroughly wetted with amended water.
 4. Sealing of Pipe Ends. When abating pipe insulation, any pipe insulation ends created shall be sealed with wettable cloth or otherwise encapsulated with a non-asbestos product.
 5. Collapsing of the Glovebag. A HEPA-vacuum shall be used to collapse the glovebag.
 6. Tool Segregation. With the glovebag collapsed and the asbestos material in the bottom of the bag, twist the bag several times and duct tape the twist to seal that section. The tool pouch shall be separated from the bag by twisting it several times, taping the twist and thus sealing the pouch. Alternately, the tools may be segregated using one or both glove inserts and pulling the tools through, thus turning the glove inside out. The glove(s) shall then be twisted several times, duct taped and thus sealed.
 7. Sealing the Contaminated Items. The glovebag shall be tied off to contain the asbestos material prior to the glovebag being detached from the area where the asbestos was removed within the bag.
 8. Containerizing the Glovebag. The sealed glovebag shall be placed into at least a six (6) mil plastic bag, sealed airtight and transferred from the regulated abatement work area as per Section 56-8.9 the Code, for disposal as asbestos waste.
- B. Size. When abating pipe or duct insulation, the pipe or duct insulation diameter worked shall not exceed one half the bag working length.
- C. Sealing. Duct tape shall be placed securely around the area of abatement to form a smooth seal. The glovebag shall then be secured to the duct tape and sealed airtight.
 1. Seal Testing. After placement, each glovebag shall be subjected to and pass a smoke test as follows:
 2. Smoke testing should not be completed using a positive pressure test. The glovebag, once secured in place, should be placed under negative pressure, utilizing the HEPA-vacuum, and a smoke tube should be aspirated to direct smoke at all seals and seams from outside the glovebag.
 3. If there are any leaks, they will be detected by the smoke entering the bag. All leaks shall be duct taped airtight.
 - a. Surface Irregularities. If material adjacent to the work section is damaged, or if it terminates, is jointed or contains an irregularity adjacent to the work section, the material shall be wrapped in at least six (6) mil fire-retardant plastic sheeting and sealed airtight with duct tape.
 - b. Post-Stripping Wetting. After the asbestos material has been stripped, the surface from which it has been removed shall be wetted with amended water and scrubbed with a brush or abrasive pad to remove all visible asbestos material. The surfaces from which it has been removed, the interior of the bag, the affected area and the tools shall then be thoroughly wetted with amended water.
 4. Sealing of Pipe Ends. When abating pipe insulation, any pipe insulation ends created shall be sealed with wettable cloth or otherwise encapsulated with a non-asbestos product.
 5. Collapsing of the Glovebag. A HEPA-vacuum shall be used to collapse the glovebag.
 6. Tool Segregation. With the glovebag collapsed and the asbestos material in the bottom of the bag, twist the bag several times and duct tape the twist to seal that section. The tool pouch shall be separated from the bag by twisting it several times, taping the twist and thus sealing the pouch. Alternately, the tools may be segregated using one or both glove inserts and pulling the tools through, thus turning the glove inside out. The glove(s) shall then be twisted several times, duct taped and thus sealed.
 7. Sealing the Contaminated Items. The glovebag shall be tied off to contain the asbestos material prior to the glovebag being detached from the area where the asbestos was removed within the bag.
 8. Containerizing the Glovebag. The sealed glovebag shall be placed into at least a six (6) mil plastic bag, sealed airtight and transferred from the regulated abatement work area as per Section 56-8.9 the Code, for disposal as asbestos waste.

9. Failure. The requirements of Section 56-8.2(g) shall be complied with in the event of glovebag losing seal or integrity.
 10. Dry Removal or Dry Disturbance. No dry removal or dry disturbance of asbestos material shall be permitted.
 11. Wetting Requirements. The asbestos material shall be adequately wetted with amended water. Sufficient time shall be allowed for penetration to occur prior to abatement activities. All friable asbestos materials shall be thoroughly saturated. All non-hygroscopic (material that resists wetting) asbestos material shall be thoroughly wetted, prior to and during abatement.
- D. Asbestos Abatement. Only one type of asbestos containing material shall be abated at a time within an enclosure. Prior to the abatement of another type of asbestos containing material, the area shall be cleaned. (See Section 8.6 - Multiple Abatement within a Single Regulated Abatement Work Area of the Code)
- E. Handling. ACM, PACM and asbestos material, on detachment from the substrate, shall be directly bagged or dropped into a flexible catch basin and subsequently bagged or containerized. Materials removed in negative pressure tent enclosure work areas shall be bagged or containerized immediately upon detachment. Additional amended water shall be added as necessary to the waste bags/containers to ensure that all waste remains adequately wet within the bag/container.
- F. Sealing of Surfaces and Edges. Where ACM, PACM or asbestos material was removed, any exposed edges of material that remain shall be sealed with wettable cloth or otherwise encapsulated with a suitable non-asbestos material, prior to commencement of final cleaning and collection of clearance air samples.
- G. Exterior Chutes. For asbestos material lowered or conveyed greater than ten (10) feet in height, dust tight, enclosed, inclined chutes shall be used as follows:
1. The upper end of the chute shall be furnished with a hinged lid to be closed when a chute is not being used,
 2. The chute shall be dust tight along its lateral perimeter and at the terminal connection to a dumpster or container with a hard wall and a hard top.
- H. Handling Large Components. Large components, removed intact, shall be wrapped in two (2) layers of at least six (6) mil plastic sheeting secured and made air tight with duct tape.
- I. Sharp-Edge Components. Asbestos waste material with sharp edged components that may tear or damage the plastic bags or sheeting shall be placed in a poly lined hard wall container or a rip proof bag then double bagged or wrapped and sealed airtight.
- J. Loss of Integrity on Asbestos Projects. If a regulated abatement work area enclosure of any type, including a negative pressure tent enclosure, fails or loses its integrity, the required procedures of Section 56-8.2(g) of the Code shall be followed.
- 8.5 Waste Clean-Up Procedures. The following procedures shall be required for Phase II B Large and Small projects.
- A. Tools and Equipment. All accumulations of asbestos waste material shall be adequately wetted and containerized using HEPA-vacuums or rubber or plastic dustpans, squeegees or shovels.

Metal shovels shall not be used to pick up or move waste. HEPA-vacuums shall be used to clean all surfaces after gross cleanup.

- B. Frequency for Containerizing. During Phase II B, all waste generated shall be bagged, wrapped or containerized immediately upon removal. Cleanup of accumulations of loose debris/waste material shall be performed whenever enough loose debris/waste material has been removed to fill a single leak-tight container appropriate for the type of ACM being removed. Cleanup of all remaining waste generated shall be performed at least once prior to close of each work shift. All waste material shall be kept adequately wet at all times.
- C. Frequency for Dust or Debris. Accumulations of dust or debris shall be cleaned off all surfaces on a daily basis using HEPA-vacuum or wet-cleaning methods or both.
- D. Frequency for Decontamination System Enclosures. Decontamination system enclosures shall be HEPA-vacuumed or wet-cleaned or both at the end of each work shift.
- E. Waste Housekeeping. The regulated abatement work area, holding area, waste trailer and hardtop dumpster areas must be kept free of uncontainerized asbestos waste/debris at all times.

8.6 Multiple Abatement within a Single Regulated Abatement Work Area.

- A. Simultaneous Abatement. Simultaneous or concurrent abatement of multiple types of ACM within a single regulated abatement work area shall not be allowed, unless the multiple types of ACM are part of the same system (e.g. floor tile/cove base and mastics, or ceiling/wall tile and mastic). Simultaneous removals are allowed on a project provided they are within different regulated abatement work areas.
- B. Requirements for Sequential Abatement. When multiple types of abatement work are done in a common regulated abatement work area or enclosure, a sequential order of abatement is required as shown below.
 - 1. Initial Plasticizing. Initial plasticizing of the containment area shall be as required for the most stringent case of removal.
 - 2. Sequential Removal. Sequential removal shall allow for only one type of removal of ACM at a time in a sequential order within the work area until that type of material is completely removed. Thereafter, another type of ACM can be removed within the same work area. Relief from plasticizing is for the surfaces to be abated only at the time of that specific material abatement. Other surfaces shall be plasticized as the material being abated dictate, except as noted below.
 - a. Order of Sequential Abatement. The following sequence of abatement within a work area shall begin at the ceiling or upper level and progress one material at a time down to the floor and from most friable material to least friable material.
 - b. Example:
 - 1) First. All ceiling fireproofing, ceiling plaster or similar ceiling OSHA Class I friable material shall be completely abated so that no visible exposed ACM, PACM or asbestos material remains. Then the friable mechanical/tank insulation, isolation/ vibration damper material and thermal pipe, ducts, pipe fitting insulation, mudded firebrick, or similar OSHA Class I or Class II friable material shall be completely abated so that no visible exposed material remnants remain. Glovebags may be used. After all friable

- ACM has been abated, the area shall be cleaned of all debris/residue using HEPA vacuuming and wet wiping.
- 2) Second. OSHA Class II non-friable materials shall be abated. If other areas/surfaces were abated, no new plasticization shall be required. Ceiling and wall tiles, transite, interior window glazing, expansion joint, millboard and other NESHAP Category I and II non-friable ACM shall be abated so that no visible exposed material remnants remain and the area shall be cleaned of all debris/residue using HEPA vacuuming and wet wiping.
 - 3) Last. OSHA Class II non-friable flooring abatement shall be last. Non-friable ACM flooring materials and ACM mastic shall be abated so that no visible exposed material remnants remain and the area shall be cleaned of all debris/residue using HEPA vacuuming and wet wiping. If beadblaster or a similar abrasive type of abatement method is used, full work area preparation, including establishment of negative pressure filtration systems, shall be required and this abatement may be done as one of the first types of abatement and then the flooring area abated shall be replasticized with a double-layer of six (6) mil fire retardant plastic sheeting, to be utilized as a drop cloth during the remaining abatement.
- c. Temporary Walls. New temporary hardwalls used to separate an enclosed regulated abatement work area into smaller regulated abatement work area enclosures shall be constructed as per Section 56-7.11(b). Existing columns, I-beams and interior walls may be used to support or to act as part of the new containment walls provided that the existing walls, columns, and I-beams to which these temporary walls are to be attached or used shall be completely abated prior to the erection of these new containment walls to allow this attachment. Caulk, fire-retardant expandable foam or duct tape shall be used to form an airtight seal for these partitions.
 - d. (a) Airlock. Each newly enclosed regulated abatement work area shall have an attached airlock as defined in Section 56- 2.1, and the airlock shall be constructed at the enclosure entrance, as per Section 56-7.5(b)(11) of the Code. Each enclosure and airlock shall be cordoned off twenty-five (25) feet from its perimeter. Critical openings within the cordoned off area shall be covered with two (2) layers of six (6) mil fire retardant polyethylene in conformance to Section 56-7.11(a) of the Code.
 - e. Intermediate Completions. On completion of each type of asbestos abatement within these work area enclosures, a complete single clean of all surfaces in the entire area – ceiling, walls and floors - shall be performed by HEPA vacuuming and wet wiping. No final clearance air samples shall be required for each individual type of material abatement, until the last type of ACM, PACM or asbestos material is abated. Each intermediate completion shall include a visual inspection for completeness by the asbestos abatement contractor's supervisor. Results of the visual inspection and time of intermediate completion shall be documented by the asbestos abatement contractor's supervisor in the daily project log.
 - f. Final Required Cleaning. A complete single clean of all surfaces in the entire area – ceiling, walls and floors, followed by a visual inspection as described in Subpart 56-9 shall be performed by HEPA vacuuming and wet wiping, after all abatement is complete.
 - g. Final Clearance Air Samples. After the final cleaning and visual inspection requirements are completed and the final settling/drying period is observed, prior to dismantling the regulated abatement work area, Phase IIC final clearance air

samples shall be collected and satisfactory clearance air results obtained as per Section 56- 9.2 of Industrial Code Rule 56.

- 8.7 Encapsulation Procedures. All material used for repair or encapsulation of asbestos material shall have a flame spread rating, fireproofing and smoke characteristics similar to the material being repaired or encapsulated. Also, the encapsulant shall not alter the insulating characteristics of the material subject to encapsulation, and the encapsulant shall not add excess weight to the material increasing the potential that the material may delaminate from itself (cohesion failure), or from its substrate (adhesion failure). Encapsulation of asbestos material shall be conducted in accordance with the following:
- A. Regulated Abatement Work Area Preparation. The regulated abatement work area shall be pre-cleaned, isolated and negative air established in accordance with Subpart 56-7 of this Part.
 - B. Repair Materials. Damaged and missing areas of existing materials shall be repaired with non-asbestos material. The material shall adhere to existing surfaces and provide a base for application of encapsulating agents.
 - C. Asbestos Material Removal. Loose or hanging ACM, PACM or asbestos material shall be removed in accordance with the requirements of Section 8.4 of the Code.
 - D. Testing of Encapsulants. Encapsulants shall be field tested prior to use by applying each to a small area to determine suitability for the material to be encapsulated. Testing shall be conducted only after the isolation barriers are in place and negative air has been established.
 - E. Bridging Encapsulants.
 - 1. Thickness Requirements. Bridging encapsulants shall be applied to provide the manufacturer's specified minimum dry-film thickness over sprayed asbestos surfaces.
 - 2. Color Requirement. When using bridging encapsulant, a different color for each coat shall be used.
 - F. Latex Paint. Latex paint shall not be used as a bridging encapsulant. It shall be considered a dilute lockdown encapsulating agent and used only as a coating for lockdown purposes for surfaces during cleanup procedures as per Subpart 56-9.
 - G. Penetrating Encapsulants.
 - 1. Penetration Requirements. Penetrating encapsulants shall be applied and penetrate existing asbestos material to the substrate.
 - 2. Testing of Penetration. During treatment with a penetrating encapsulant, selected random core samples of asbestos material shall be removed and checked to verify full depth of penetration.
 - 3. Color Requirement. Each coat of penetrating encapsulant shall be color coded as per manufacturer's recommendations, if any, except for the prohibition of pigment use.
 - H. Methods of Application. Encapsulants shall be applied using airless spray equipment as follows:
 - 1. Spraying Pressure. Spraying shall be performed at the lowest pressure range possible to minimize asbestos fiber release.
 - 2. Spray Tip. The optimum spray tip shall be chosen on the basis of the viscosity and percent solids of the encapsulant. The cone projection of the tip shall be as specified by the manufacturer.

3. Subsequent Coats. Each subsequent coat of encapsulant shall be applied at a 90-degree angle to the preceding coat application or per manufacturer's specifications.
 4. Encapsulant Solvent or Vehicle. The encapsulant solvent or vehicle shall not be or contain a volatile material. It shall not release hazardous air pollutants, as defined by NYS DEC 6 NYCRR 200.1(ag), into the air when applied or during curing.
- I. Encapsulant Fire-Resistance Properties. If the asbestos material has been used for fire retardation or protection of structural members or both, the encapsulant material used shall have a flame spread rating, fireproofing and smoke characteristics similar to the material being repaired or encapsulated.
 - J. Marking or Labeling. Encapsulated ACM, PACM, or asbestos material shall be conspicuously marked or labeled in order to warn persons of its presence.
 - K. Cleanup. Waste cleanup shall be in accordance with Section 56-8.5.
 1. Final Cleaning and Clearance Air Sampling. Final cleaning and clearance air sampling shall be in accordance with Subpart 56-9 of Industrial Code Rule 56.
- 8.8 Asbestos Material Encasement/Enclosure Procedures. The encasement/enclosure of existing ACM, PACM or asbestos material shall be conducted in accordance with the following:
- A. Regulated Abatement Work Area Preparation. The regulated abatement work area shall be pre-cleaned, isolated and negative air established in accordance with Subpart 56-7 of the Code.
 - B. Use of Amended Water. Areas that may be disturbed during the installation of hangers or other support and framing materials for the enclosure shall be sprayed with amended water. These areas shall be kept damp to reduce airborne asbestos concentrations.
 - C. Loose and Hanging Asbestos Material. Loose or hanging ACM, PACM or asbestos material shall be removed in accordance with the requirements of Section 8.4 of the Code.
 - D. Repair of Fireproofing and Thermal Insulation. After installation of hangers, brackets or other encasement/enclosure supports, and before installation of encasement/enclosure sheathing material, damaged areas of fireproofing and thermal insulation shall be repaired using a non-asbestos material as per Section 56-7.2 of the Code. Surfaces shall be prepared and replacement material applied in accordance with manufacturer's recommendation.
 - E. Integrity of Installation. Encasements/enclosures shall be designed to be permanent and shall be constructed to provide an airtight barrier. The encasement/enclosure sheathing material shall be impact resistant and shall be installed with adequate supports, reinforced to withstand local environmental conditions, casual contact and any internal pressures developed within the encasement/enclosure structure.
 - F. Utility Maintenance. Utilities shall be lowered as necessary and reinstalled in a manner which allows proper utilization, and does not disturb the integrity of the encasements/enclosures. Utility maintenance shall not require the encasements/enclosures to be opened or disturbed.
 - G. Ducts. Ducts insulated with ACM, PACM or asbestos material shall not be encased or enclosed.

- H. Air Plenums. ACM, PACM or asbestos material-insulated air plenums, which are not readily accessible for inspection, shall not be encased or enclosed.
- I. Marking or Labeling. Encased/enclosed asbestos material shall be conspicuously marked or labeled in order to warn persons of its presence.
- J. Cleanup. Waste cleanup shall be in accordance with Subpart 56-8.5 of the Code.
- K. Final Cleaning and Clearance Air Sampling. Final cleaning and clearance air sampling shall be in accordance with Subpart 56-9 of the Code.

8.9 Equipment and Waste Container Decontamination and Removal Procedures.

- A. Timing of Waste Transfer Activities. During Phase II B of the project, after ACM, PACM, asbestos material and debris is bagged, wrapped, or containerized, waste transfer from the regulated abatement work area as per this Section, shall occur when no gross removal is taking place.
- B. First Cleaning. External surfaces of contaminated bags/containers and equipment shall be cleaned by wet wiping or HEPA-vacuuming or both in the regulated abatement work area before moving such items into the waste decontamination system washroom by persons assigned to this duty.
 - 1. Exception. Minor size regulated abatement work areas that do not have a contiguous washroom, are allowed to have all waste bag/container cleaning with additional containerization completed within that work area. The waste generated shall be immediately bagged/containerized within the regulated abatement work area. Once the abatement and cleaning is complete within the regulated abatement work area, each waste bag/container shall be wet-wiped, placed in a second bag/container and sealed airtight (except for non-porous drums which shall be washed and dried only), labeled with the generator's name, location generated and other caution labels as per current EPA NESHAP regulation requirements, then moved to the airlock. The waste bags/container shall then be transferred to the secured waste trailer/dumpster for disposal by appropriate legal method.
- C. Washroom Procedures. All bagged/containerized contaminated items and asbestos waste shall be passed into the washroom during waste transfer operations. Workers from uncontaminated areas in full protective clothing and appropriate respiratory protection shall enter the washroom and place the appropriate supply of specified clean waste bags/containers within the washroom. One team of workers shall be stationed in the washroom for bag/container cleaning and additional containerization as necessary. The workers shall ensure all curtained doorways are closed during the waste container transfer procedure and that all bags/containers are sealed properly before removing for transport and disposal.
 - 1. Additional Cleaning. Once in the waste decontamination system, external surfaces of the contaminated bags/containers and equipment shall be cleaned an additional time by wet cleaning in the washroom.
 - 2. Additional Containerizing. Once the additional cleaning is completed and the cleaned bags/containers of asbestos waste are dried of any excessive pooled or beaded liquid, they shall be placed in a clean uncontaminated plastic bag or wrapped in sheeting (except for non-porous drums which shall be washed and dried only), as the items physical characteristics demand, and sealed airtight. When the bags/containers are moved to the

- holding area, lockable trailer, or lockable hardtop dumpster, the bags/containers shall be appropriately labeled with the date they are moved from the waste decontamination system marked on the container in waterproof markings. Caution labels as per the requirements of current EPA NESHAP regulations, including the generator's name and location generated shall also be affixed at this time.
3. Removal to Airlock or Small Project Clean Room. The equipment and cleaned/containerized waste shall be moved into the airlock, or for Small projects to the clean room that leads from the washroom. The washroom workers shall not enter this airlock, Small project clean room or the regulated abatement work area until waste transfer is finished for that transfer period. Once waste transfer is complete, the washroom workers shall proceed to the regulated abatement work area and then to the personal decontamination system, or immediately to the remote personal decontamination system.
 4. Removal to Holding Area, Lockable Trailer Or Lockable Hard Top Dumpster. Bags/containers and equipment shall be moved from the airlock and into the holding area, or directly from the holding area to the lockable trailer or lockable hardtop dumpster by persons attired in clean personal protective equipment that have entered from uncontaminated areas. Asbestos waste may stay in the holding area no longer than one (1) week or in a lockable trailer or lockable hard top dumpster until filled, but in no instance longer than ten (10) calendar days after successful completion of Phase II C for all regulated abatement work areas at the site.
- D. Cart Usage and Cleaning. The cleaned containers of asbestos waste and equipment shall not be stored in the clean room but shall be placed in holding carts adjacent to but outside of the clean room, after passing through the decontamination unit. The carts may be used for temporary storage adjacent to the clean room until the end of the work shift.
- E. Holding Carts. The carts shall be watertight and have doors or tops that shall be closed and secured. The carts shall be HEPA-vacuumed and wet cleaned at least once a day.
- F. Trailers and Dumpsters. Waste transport trailers and dumpsters used to transport RACM waste, shall be hard topped, lockable and lined with two (2) layers of six (6) mil fire-retardant polyethylene. Prior to transport from the work site, all waste trailers and dumpsters shall be sealed to ensure air, dust and watertight integrity, utilizing six (6) mil plastic, duct tape and expandable foam sealant as necessary. The waste transporter is responsible for cleaning/decontamination of waste trailers or dumpsters, once the waste has been properly disposed of at the appropriately licensed and permitted landfill facility. Waste haulers (truck drivers) accessing the work area to remove waste trailers/dumpsters do not require certification as asbestos handlers. Waste hauler truck operators shall be allowed within the regulated work area for loading of waste and shall remain in their vehicle with the windows up and the ventilation system off while in the work area.
- G. Enclosure Security. The entrance to and exit from the waste decontamination system enclosure(s) shall be secured to prevent unauthorized entry. Signs per Section 56-7.4 of the Code shall be posted at the entrance to the decontamination units.
1. Assigned Persons For Small Asbestos Projects. Where only one egress exists and the shower is used as a waste removal washroom, workers shall be stationed in each area/room of the decontamination system enclosure to transfer/process the contaminated bags/containers and equipment through adjacent areas/rooms as per this Section. These workers shall not cross into the adjacent areas/rooms until waste transfer is finished for that transfer period and all other workers have decontaminated as per this Part. The clean

room/holding area workers shall enter from uncontaminated areas attired in clean personal protective equipment. The clean room shall not be used as a holding area, but shall be used as a waste bag/container transfer area for loading waste bags/containers into carts, for immediate transfer to the waste transport trailer/dumpster.

PART 9 - PHASE II C FINAL CLEANING AND CLEARANCE PROCEDURES

9.1 Final Cleaning Procedures. The following cleanup procedures shall be required after completion of Phase II B activities:

- A. Continuous Negative Pressure Ventilation. If required during Phase IIB, the negative pressure ventilation units shall remain in continuous operation during implementation of Phase IIC, including observance of settling/waiting periods and drying times.
- B. First Cleaning, Lockdown Encapsulation and Top Layer Removal. All surfaces of the regulated abatement work area shall be first wet-cleaned using rags, mops and sponges. For collecting excess liquid and wet debris, a wet purpose HEPA filtered shop vacuum may be used and shall be emptied prior to removal from the regulated abatement work area. When the first cleaning has been completed, a thin coat of a lockdown encapsulant agent shall be applied to all surfaces within the regulated abatement work area which were not the subject of removal or abatement. In no event shall lockdown encapsulant be applied to any surface which was the subject of removal or other abatement response activity, prior to obtaining satisfactory clearance air results for the regulated abatement work area. Once the lockdown encapsulant has been applied, and the appropriate waiting/settling or drying time requirements of this Subpart have been met, the cleaned, exposed top barrier layer of plastic sheeting shall then be removed from walls, ceilings and floors. Windows, doors, HVAC system vents and other openings shall remain sealed. Decontamination system enclosures shall remain in place and shall continue to be utilized.
- C. Second Cleaning and Bottom Layer Removal. After the top layer of plastic sheeting has been removed, all objects and surfaces in the regulated abatement work area shall be HEPA-vacuumed and then wet-cleaned. After the second cleaning and waiting/settling or drying time requirements of this Subpart, then the remaining bottom layer of plastic sheeting on walls, ceilings and floors shall be removed. All windows, doors, HVAC system vents and all other openings shall remain sealed.
 - 1. Third or Final Cleaning and Visual Inspection. After the bottom layer of plastic sheeting has been removed, all objects and surfaces in the regulated abatement work area shall be HEPA-vacuumed and then wet-cleaned. After the final cleaning is complete, clearance air sampling shall not commence until the appropriate waiting/settling or drying time requirements of this Subpart have elapsed and a visual inspection has been completed by the project monitor to confirm that the scope of abatement work for the asbestos project is complete, and no visible asbestos debris/residue, pools of liquid, or condensation remain. The asbestos abatement contractor supervisor must complete a satisfactory visual inspection for completeness of abatement and cleaning, prior to commencement of the project monitor visual inspection.
- D. Project Monitor Visual Inspection. An appropriately trained and certified project monitor, contracted by the building/structure owner, independent of the asbestos abatement contractor, shall complete the visual inspection. The project monitor visual inspection for completeness of abatement and completeness of cleanup shall be performed as per the provisions of the current

ASTM Standard E1368 "Standard Practice for Visual Inspection of Asbestos Abatement Projects". If the property owner is the asbestos abatement contractor for the asbestos project, the owner shall contract with an independent project monitoring firm asbestos contractor for the necessary visual inspection on the asbestos project. The asbestos abatement contractor and property owner, prior to the scheduling of the required visual inspection, shall provide a complete abatement scope of work for the asbestos project to the project monitor. An entry shall be made into the asbestos abatement contractor supervisor's daily log by both the supervisor and the individual performing the inspection, detailing the findings of the visual inspection. The full name and NYSDOL asbestos handling certificate number of the certified individual performing the inspection shall also be documented in the supervisor's daily log.

- E. Exemption From Multiple Cleaning And Sheeting Removal. When the regulated abatement work area is not required to be plasticized, or when a tent enclosure unit is used, one thorough final cleaning followed by the observance of the appropriate waiting/settling or drying time requirement of this Subpart shall be required. For regulated abatement work areas where one (1) layer of plastic sheeting is allowed, such as the use of spray plastic or pre-demolition asbestos projects, two (2) cleanings (first and final), each followed by observance of the appropriate waiting/settling or drying time requirements of this Subpart is required. Cleanings shall consist of all surfaces in the regulated abatement work area being HEPA vacuumed first and then wet-cleaned.
- F. Waiting/Settling And Drying Times Requirements. For sequential removals as per Section 56-8.6(b) of the Code, the most stringent waiting/settling/drying time shall be observed.
 - 1. The following waiting and drying times per material abated shall be observed for each stage of cleaning as per this Subpart:
 - 2. Fireproofing, plaster, TSI and other friable materials - 12 hours
 - 3. Abrasive removals of floor tile/mastic with machinery - 12 hours (such as a bead blaster, grit blaster, etc.)
 - 4. Manual removal of floor tiles/mastic - 4 hours
 - 5. Manual abatement of interior non-friable materials - 4 hours
 - 6. Incidental disturbance asbestos project - 4 hours
 - 7. Tent with glovebag abatement of TSI - 2 hours
 - 8. Intact transite panel removals indoors - 2 hours
 - 9. Exterior non-friable ACM abatement without negative – None pressure enclosure.
- G. Decontamination of Tools & Equipment. All equipment (except negative air ventilation system) and tools shall be removed from the regulated abatement work area and properly decontaminated as per this Part, prior to commencement of clearance air sampling.

9.2 Air Sampling Requirements.

Personal air sampling by abatement contractor.

Abatement Contractor shall coordinate all work with air sampling contractor).

- A. Personal Air Sampling. Air sampling shall be performed in the worker's breathing zone, by the asbestos contractor for his personnel, as required by current OSHA regulations.

- B. Daily Air Sampling. Project air sampling shall be conducted daily for the full work shift for Large projects, until satisfactory clearance air results have been obtained for the regulated abatement work area. If more than one (1) daily work shift is required to accomplish the work, air sampling shall be performed on each work shift. Air sampling is not required on days when there are no Phase II C activities.
1. Number And Location Of Samples – Large Asbestos Projects. A minimum of five (5) samples shall be taken on a daily basis. The location of samples to be taken are the same as specified for Phase IIA and IIB.
 2. Work Stoppage Criteria During Phase II C Abatement Procedures. If air samples collected outside the regulated abatement work area indicate airborne fiber concentrations at or above 0.01 fibers per cubic centimeter, or the established background level, whichever is greater, work shall stop immediately for inspection and repair of barriers and negative air ventilation systems as necessary. Clean up of surfaces outside of the regulated abatement work area using HEPA-vacuums and wet-cleaning methods shall be performed prior to resumption of abatement activities. A summary of the elevated results, clean up activities, the results of barrier and negative air system inspections including any necessary repairs, shall be documented in the asbestos abatement contractor supervisor's daily project log. Work methods shall be altered accordingly to reduce fiber concentrations to acceptable levels.
- C. Exemption From Daily Air Sampling. Daily air sampling is not required on exterior asbestos projects with abatement of non-friable ACM roofing, siding, caulking or glazing compound, tars, sealers, coatings or other NOB ACMs, unless the ACM is rendered friable during removal, or debris falls inside the building/structure.
- D. Clearance Air Sampling. There is no exemption from these requirements for Small or Large size negative pressure tent enclosure work areas. The amount of material abated within each regulated abatement work area determines the project size clearance air sampling requirements for each regulated abatement work area.
1. Aggressive Sampling Techniques. The following aggressive sampling techniques must be used for Phase II C clearance air sampling:
 - a. Pre-Sampling Agitation. Before starting the air sampling pumps, the exhaust of forced air equipment shall be directed against all walls, ceilings, floors, ledges, and other surfaces in the rooms. This shall continue for at least five (5) minutes per 1,000 square feet of floor space.
 - b. Ongoing Agitation. At least a 20-inch fan shall be placed in the center of each room. One (1) fan per 10,000 cubic feet of room space shall be used. The fan shall be operated on slow speed and pointed toward the ceiling.
 - c. Begin Sampling. The sampling pumps shall then be turned on.
 - d. End Sampling. When sampling has been completed, the sampling pump shall be turned off first, followed by the fan.
 2. Number and Location of Samples - Small Project. A minimum of six (6) samples shall be taken. Three (3) samples shall be taken inside the regulated abatement work area and three (3) samples shall be taken outside of the regulated abatement work area, within the building or structure, in the uncontaminated areas within ten (10) feet of the isolation barriers. If the entire building/structure is the regulated abatement work area, the three (3) area samples outside the regulated abatement work area shall be eliminated and one (1) sample shall be collected outside the building/structure within ten (10) feet of the isolation barriers.
 3. Number And Location Of Samples – Minor Asbestos Projects & Minor Size Regulated Abatement Work Areas. For a Minor asbestos project, air samples are not required unless

the glove bag or tent fails or if it is an incidental disturbance asbestos project, in which case the following sampling will be required. Also, if a Minor size regulated abatement work area is part of a Small or Large asbestos project, the following sampling will be required per minor size regulated abatement work area.

- a. Clearance Air Sampling. A minimum of two (2) samples shall be collected. One (1) sample shall be collected inside the regulated abatement work area and one (1) sample shall be collected outside of the regulated abatement work area, within the building or structure, in an uncontaminated area within ten (10) feet of the isolation barriers.

- E. Exemption From Clearance Air Sampling. Clearance air sampling is not required for exterior asbestos projects completed without a negative pressure enclosure. When clearance sampling is not required as per this Part, once the final cleaning is complete, the appropriate waiting/settling or drying time requirements, as defined in Section 9.1 shall commence. Once the appropriate time period has elapsed, a visual inspection shall be completed by the project monitor to confirm that the scope of abatement work for the asbestos project is complete, and no visible asbestos debris/residue, pools of liquid, or condensation remain. The asbestos abatement contractor supervisor must complete a satisfactory visual inspection for completeness of abatement and cleaning, prior to commencement of the project monitor visual inspection.

1. Project Monitor Visual Inspection. An appropriately trained and certified project monitor, contracted by the building/structure owner, independent of the asbestos abatement contractor, shall complete the visual inspection. The project monitor visual inspection for completeness of abatement and completeness of cleanup shall be performed as per the provisions of the current ASTM standard E1368 "Standard Practice for Visual Inspection of Asbestos Abatement Projects". If the property owner is the asbestos abatement contractor for the asbestos project, the owner shall contract with an independent project monitoring firm asbestos contractor for the necessary visual inspection on the asbestos project. The asbestos abatement contractor and property owner, prior to the scheduling of the required visual inspection, shall provide a complete abatement scope of work for the asbestos project to the project monitor. An entry shall be made into the asbestos abatement contractor supervisor's daily log by both the supervisor and the project monitor performing the inspection, detailing the findings of the visual inspection. The full name and NYSDOL asbestos handling certificate number of the certified project monitor performing the inspection shall also be documented in the supervisor's daily log. If the regulated abatement work area is determined to be acceptable, this qualified project monitor may authorize breakdown of the regulated abatement work area, removal of all remaining barriers and waste removal from the site.
2. Exemption from Project Monitor Visual Inspection. Asbestos projects which are exempt from clearance air sampling requirements at one or two family owner occupied residential buildings/structures, are also allowed an exemption from the project monitor visual inspection requirements. For asbestos projects utilizing this exemption, once final cleaning is complete, a visual inspection shall be completed by the asbestos abatement contractor's supervisor to confirm that the scope of abatement work for the asbestos project is complete, and no visible debris/residue, pools of liquid or condensation remain. The results of this inspection shall be documented by the asbestos abatement contractor's supervisor in the asbestos abatement contractor daily project log, and once the asbestos project is complete the asbestos abatement contractor's supervisor shall also obtain the owner's written acceptance of the final results of the asbestos project within the daily project log.

- F. Satisfactory Clearance Air Sample Results. The clearance air sample results shall be considered acceptable when the clearance criteria in Section 56-4.11 of the Code has been satisfied.
- G. Unsatisfactory Clearance Air Sample Results. Required actions if the nonexempt regulated abatement work area clearance air sampling results are unsatisfactory are as follows:
 - 1. Recleaning. If the results of inside work area group of air samples are unsatisfactory, recleaning of regulated abatement work area surfaces using wet methods is required, with the negative air pressure equipment operating as per the requirements of the Code. If only the results of the outside work area group of air samples are unsatisfactory, clean-up of surfaces outside of the regulated abatement work area using HEPA vacuums and wet-cleaning methods shall be performed.
 - 2. Collection of New Samples.
 - a. If the results for the inside work area group of air samples are unsatisfactory, after recleaning of work area surfaces, clearance air sampling shall not commence until the appropriate waiting/settling or drying time requirement as per Section 56-9.2(f) of the Code has elapsed and no visible asbestos debris/residue, pools of liquid, or condensation remain, then collection and analysis of an additional full set (both inside and outside work area samples) of clearance air samples as required by Section 56-9.2(d) of the Code shall be completed. Samples shall be placed in the same positions as before, and the new samples analyzed for concentrations of airborne fibers.
 - b. If only the results for the outside work area group of air samples are unsatisfactory, following clean-up of surfaces outside of the regulated abatement work area, collection and analysis of an additional group of outside work area clearance air samples as required by Section 56-9.2(d) of the Code shall be completed. Samples shall be placed in the same positions as before, and the new samples analyzed for concentrations of airborne fibers.
 - 3. Repeating Air Sampling and Analysis. The requirements of this Subdivision shall be repeated until satisfactory clearance air sampling results have been achieved, for all non-exempt regulated abatement work areas throughout the entire work site.

9.3 Dismantling of Regulated Abatement Work Area.

- A. Collapsing and Containerizing of Tent Enclosures. Each tent enclosure and airlock shall not be dismantled until clearance air sampling has been performed and satisfactory results obtained. The plastic sheeting which formed the tent, airlock, and the contents thereof, shall be fully collapsed, starting from the top and working downward. The tent and contents shall be placed in at least a six (6) mil plastic bag or hardwall container, sealed airtight with duct tape and removed for disposal. The plastic sheeting shall be treated as contaminated material and properly disposed of as asbestos waste.
- B. Removal of Tools and Equipment. All remaining tools and equipment shall be removed from the regulated abatement work area after proper decontamination as per Industrial Code Rule 56.
- C. Removal of Remaining Barriers. Once the asbestos abatement contractor receives satisfactory clearance air sample results, or an acceptable visual inspection for an exempt regulated abatement work area, and all tools and equipment are removed, all remaining polyethylene, duct tape, expandable foam and other barrier materials shall be bagged, wrapped or containerized and labeled as asbestos waste. Temporary hardwall barriers must be dismantled and removed from the site. If any debris/residue is observed behind barriers, it shall be removed and

bagged/containerized followed by HEPA-vacuuming and wet cleaning of the surfaces that were hidden behind the barrier. All waste generated shall be removed to the holding area, lockable trailer or lockable hardtop dumpster. The asbestos abatement contractor's supervisor shall then conduct a final inspection of the regulated abatement work area to certify that the abatement work is complete and no debris/residue remains. The results of the final inspection for each regulated abatement work area shall be noted in the asbestos abatement contractor supervisor's daily project log.

- D. Removal of Decontamination Enclosure. After all other remaining isolation barriers, tools and equipment have been removed from the regulated abatement work area, the remaining decontamination enclosure for the regulated abatement work area must be dismantled and removed from the work site. All plastic sheeting shall be removed and disposed of as asbestos waste.

PART 10 - PHASE II D FINAL WASTE REMOVAL FROM SITE REQUIREMENTS

Personal air sampling by abatement contractor.

Abatement Contractor shall coordinate all work with air sampling contractor).

10.1 Air Sampling Requirements.

- A. Satisfactory Clearance Air Results. Satisfactory clearance air results must be obtained, for all non-exempt regulated abatement work areas, before final waste removal from the site may be completed as per this Subpart.

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- 10.2 Removal of Tools and Equipment. All remaining tools and equipment shall be removed from the work site after proper decontamination.
- 10.3 Removal of Remote Decontamination Enclosures. After all regulated abatement work areas for the asbestos project have been dismantled as per Section 56-9.3 of the Code, any remaining remote decontamination enclosures must be dismantled and removed from the work site. All plastic sheeting shall be removed and disposed of as asbestos waste.
- 10.4 Removal of Waste from the Site. All waste generated as part of the asbestos project shall be removed from the site within ten (10) calendar days after successful completion of Phase II C for all regulated abatement work areas at the site. All waste generated during the asbestos project shall be legally disposed of at an approved landfill facility. All generated waste removed from the site must be documented, accounted for and disposed of in compliance with the requirements of EPA NESHAP.

PART 11 - MISCELLANEOUS

- 11.1 Severability. If any provision of this Part or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Industrial Code Rule 56 which can be given effect without the valid provisions or applications and to this end the provisions of the Code are declared to be severable.
- 11.2 Variances. The failure by any person or entity performing work on or in connection with an asbestos project, to comply with the terms and conditions of any general or specific variance issued pursuant to Article 2, Section 30 of the Labor Law, Industrial Code Rule 56, Article 30 of the Labor Law, or any other applicable statutes, rules or regulations, shall constitute a violation of this Section and shall render the variance itself null and void in regard to such project. Non-refundable fees for variance processing shall be set forth in Article 2, Section 30 of the Labor Law.
- 11.3 Applicable Variances (AVs). Notice of issuance of applicable variances under Industrial Code Rule 56, Article 30 of the Labor Law or other applicable Sections of State law shall be published in the State Register and indexed by subject matter and number. Single copies of such variances may be obtained from the local district office of the Asbestos Control Bureau.
- 11.4 Right of Entry. The Commissioner or officers and employees of the Department shall at any time, from commencement to completion of any asbestos project, have the right to enter any part of such project, or at any time for complaint investigation. Refusal to permit such entry may result in application of appropriate penalties set forth in statute and code including enjoining further work on the project.

PART 12 - SITES AND PERMITS FOR DISPOSAL OF ASBESTOS CONTAINING MATERIALS

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- A. All asbestos disposal carting agents shall have required a Waste Transporter Permit pursuant to Article 27, Titles 3 and 15 of the Environmental Conservation Law from the New York Department of Environmental Conservation, Division of Hazardous Substances Regulations. (NYS Part 364 Permits).
- B. Asbestos containing wastes shall be collected, packaged, transported and disposed of in accordance with the U.S. Environmental Protection Agency regulations (40 CFR 61 A and M) and the U.S. Department of Labor - Occupational Safety and Health Administration (OSHA) regulations (29 CFR 1910).
- C. Briefly, these regulations require asbestos-containing waste material to be:
 - 1. Sufficiently mixed or coated with water (or a wetting agent recommended by the manufacturer to effectively wet dust and tailings), so as to prevent visible dust emissions;
 - 2. Sealed in leak proof containers while wet; and
 - 3. Labeled with the following warning:

CAUTION
Contains Asbestos
Avoid Opening or Breaking Container
Breathing Asbestos is Hazardous To Your Health
- D. Containers which are used to transport asbestos waste and which become contaminated shall be disposed of with the asbestos waste.
- E. Disposal- All sites (landfills or transfer stations) for disposal of asbestos containing materials shall be approved by the U.S. Environmental Protection Agency and by the New York State Department of Environmental Conservation (NYS Part 360 Permit).
- F. In the event the landfill is not located in New York State, approval from the agency having jurisdiction over the landfill must be received.
- G. The landfill shall not be approved for disposal of hazardous materials other than asbestos.
- H. Prior to approval of the Contractor's final payment, the contractor shall provide the construction Engineer and the Project Designer/Architect with the following:
 - 1. All air sampling and air monitoring analysis results.
 - 2. A disposal manifest verifying the final disposal of all removed asbestos containing materials at an approved waste disposal site.

PART 13 - METHOD OF MEASUREMENT

- A. Payment will be made by lump sum.

PART 14 - BASIS OF PAYMENT

- A. The lump sum price bid shall include the cost of labor, equipment, and materials necessary to complete the work.
- B. Payment will be made under:

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ITEM "D"

<u>Item No.</u>	<u>Item</u>	<u>Pay Unit</u>
ITEM D	ASBESTOS ABATEMENT	LS (Lump Sum)

SECTION 049250 - MASONRY RESTORATION – ITEM E

PART 2 - GENERAL

2.5 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Information for Bidders, General Clauses and Special Clauses, apply to this Section.

2.6 SUMMARY

- A. Section includes maintenance of unit masonry restoration as follows:
 - 1. Masonry restoration at exposed brick steam pipe chase walls
 - 2. Masonry restoration at plaster finished masonry steam pipe chase walls.
 - 3. Removal and Reinstalling Stone Wainscot Panels at 5th. Floor Lobby.
- B. Related Sections:
 - 1. Division 5 Section "Metal Fabrications" for metal sleeves around access doors.
 - 2. Division 7 Section "Joint Sealants" for sealant at replacement access doors.
 - 3. Division 8 Section "Access Doors and Frames"
 - 4. Division 9 Section "Gypsum Plaster" for finish of masonry steam chase walls.

2.7 SUBMITTALS

- A. Product Data: For each type of product indicated submit manufacturer's product data, installation and application instructions, use limitations, and recommendations for each material used. Include test data substantiating that products comply with requirements.
- B. Samples for Initial Selection: For the following:
 - 1. Submit five samples of each type of brick showing extreme variations in color and texture.
 - 2. Submit five full size backup bricks.
 - 3. Submit two ties and anchors of each type to be used.

4. Contractor to provide shoring shop drawing and sequence of shoring installation and removal for approval prior to start of demolition. All masonry areas where the linear brick removal equals or exceeds 4' shall be continuously shored.

C. Samples for Verification: For the following:

1. Each type of masonry unit to be used for replacing existing units. Include sets of Samples as necessary to show the full range of shape, color, and texture to be expected.
 - a. For each brick type, provide straps or panels containing at least four bricks. Include multiple straps for brick with a wide range.
2. Each type of sand used for pointing mortar; minimum 1 lb of each in plastic screw-top jars.
 - a. For blended sands, provide Samples of each component and blend.
 - b. Identify sources, both supplier and quarry, of each type of sand.
3. Each type, color, and texture of pointing mortar in the form of sample mortar strips, 6 inches long by 1/2 inch wide, set in aluminum or plastic channels.
 - a. Include with each Sample a list of ingredients with proportions of each. Identify sources, both supplier and quarry, of each type of sand and brand names of cementitious materials and pigments if any.
4. Accessories: Each type of anchor, accessory, and miscellaneous support.

2.8 QUALITY ASSURANCE

- A. Follow Brick Industry Association best practices and Technical Notes on Brick Construction for all brick installations.
- B. Source Limitations: Obtain each type of material for masonry restoration (face brick, cement, sand, etc.) from one source with resources to provide materials of consistent quality in appearance and physical properties.
- C. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials and tools without damaging masonry. Include provisions for supervising performance and preventing damage due to worker fatigue.

- D. Mockups: Prepare mockups of restoration and cleaning to demonstrate aesthetic effects and set quality standards for materials and execution and for fabrication and installation.
 - 1. Masonry Repair: Prepare sample areas for each type of masonry material indicated to have repair work performed. If not otherwise indicated, size each mockup not smaller than 2 adjacent whole units or approximately 48 inches in least dimension. Erect sample areas in existing walls unless otherwise indicated, to demonstrate quality of materials, workmanship, and blending with existing work. Include the following as a minimum:

2.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver masonry units to Project site strapped together in suitable packs or pallets or in heavy-duty cartons.
- B. Deliver other materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.
- C. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- D. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
- E. Store lime putty covered with water in sealed containers.
- F. Store sand where grading and other required characteristics can be maintained and contamination avoided.
- G. Store all materials and products in strict compliance with manufacturer's instructions and recommendations.
- H. Sequence deliveries to avoid delays, but minimize on-site storage.

2.10 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit masonry restoration to be performed according to manufacturers' written instructions and specified requirements.
- B. Replace masonry units and repoint mortar joints only when air temperature is between 40 and 90 deg F and is predicted to remain so for at least 7 days after

completion of the Work unless otherwise indicated. Follow all procedures set forth in section 1.8 Weather Requirements

- C. Clean masonry surfaces only when air temperature is 40 deg F and above and is predicted to remain so for at least 7 days after completion of cleaning.

2.11 COORDINATION

- A. Coordinate masonry restoration engineer & building personnel at least 72 hours in advance.
- B. Convene a pre-installation conference to establish procedures to maintain optimum working conditions and to coordinate this work with related and adjacent work. Perform work of this section and other sections to ensure proper fit and coordination of all parts of the building. Coordinate location of anchors, ties, and reinforcing built into other work.

2.12 SEQUENCING AND SCHEDULING

- A. Order replacement materials at earliest possible date to avoid delaying completion of the Work.
- B. Order sand and portland cement for mortar immediately after approval of mockups. Take delivery of and store at Project site a sufficient quantity to complete Project.
- C. Perform masonry restoration work in the following sequence:
 - 1. Inspect for open mortar joints and repair before cleaning to prevent the intrusion of water and other cleaning materials into the wall.
 - 2. Remove paint if required.
 - 3. Rake out mortar from joints surrounding masonry to be replaced and from joints adjacent to masonry repairs along joints.
 - 4. Repair masonry, including replacing existing masonry with new masonry materials.
 - 5. After repairs and repointing have been completed and cured, perform a final cleaning to remove residues from this work.
 - 6. Clean adjacent surfaces.

PART 3 - PRODUCTS

3.5 MASONRY MATERIALS

- A. Face Brick: Provide face brick, including specially molded, ground, cut, or sawed shapes as required to match existing masonry units to complete masonry restoration work.
 - 1. Provide units with colors, color variation within units, surface texture, size, and shape to match existing brickwork and with physical properties as approved by architect / engineer.
 - 2. Manufacturer to be approved by architect.
 - 3. Provide grade SW for all work as per ASTM C216. Glazed brick units shall also meet the requirements of ASTM C126 Grande S, Type I.
 - 4. Backup brick to match existing size. Provide grade SW, ASTM C216, solid brick units.

3.6 MORTAR MATERIALS

- A. Portland Cement: Complying with ASTM C150, Type 1, free from water soluble salts and alkalis. Provide cement that exhibits no efflorescence when tested in conformance with standard efflorescence test, ASTM C67, modified to use 2 in. x 7 in. x 2-1/2 in. mortar samples consisting of a mixture of 1 part by weight of cement under test and 2 parts of sand mixed to a flow of 100 percent with water.
 - 1. Cement Color: Provide inorganic cement color as necessary to provide mortar color as determined by architect / engineer (to match pointing mortar).
- B. Lime: ASTM C207, hydrated, Type S, not air-entrained.
- C. Grout Aggregate: Complying with ASTM C404.
- D. Mortar Aggregate: Complying with ASTM C144, well graded.
- E. Water: Clean and potable.

2.3 MORTAR AND GROUT MIXES

- A. Mortar: Provide mortar complying with ASTM C270 by proportion only. When mixing, use known volume measures; do not batch by shovel.
 - 1. Type: Provide Type N mortar for all brick masonry. Measure and batch ingredients using a known, precise measure; do not batch by shovel. Mix consistently and uniformly.
 - 2. Color: Color mortar to match existing as approved by Architect. Do not exceed pigment to mortar ratio of 1:10. To prevent color variation, do not re-temper mortar containing color pigments.
- B. Grout: Provide grout complying with ASTM C476 and with consistency appropriate to conditions so that grout will completely fill all spaces intended to receive grout.
- C. Limitations: Use of admixtures or anti-freeze agents, masonry cement, calcium chloride or any compounds or mortar ingredients containing chlorides will not be permitted.

PART 3 - EXECUTION

- 3.1 Strictly comply with industry standards and recommendations of Brick Institute of America and the Brick Industry Association, except where more restrictive requirements are specified in this section. The installer shall examine substrates, supports, and conditions under which this work is to be performed and notify the architect / engineer, in writing, of conditions detrimental to the proper completion of the work. Do not proceed with work until unsatisfactory conditions are corrected. Beginning work means installer accepts substrates and conditions.

3.2 PROTECTION

- A. Protect persons, surrounding surfaces of building being restored, building site, from harm resulting from masonry restoration work.
- B. Prevent mortar from staining face of surrounding masonry and other surfaces.
 - 1. Cover sills, ledges, and projections to protect from mortar droppings.
 - 2. Keep wall area wet below rebuilding and pointing work to discourage mortar from adhering.
 - 3. Immediately remove mortar in contact with exposed masonry and other surfaces.
 - 4. Clean mortar splatters from scaffolding at end of each day.

3.3 BRICK REMOVAL AND REPLACEMENT

- A. At locations indicated, remove bricks as required. Carefully demolish or remove entire units from joint to joint, without damaging surrounding masonry, in a manner that permits replacement with full-size units.
 - 1. When removing single bricks, remove material from center of brick and work toward outside edges.
- B. Support and protect remaining masonry that surrounds removal area. All masonry areas where the linear brick removal equals or exceeds 4' shall be continuously shored.
- C. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition.
- D. Notify architect of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing masonry backup, rusted metal, and other deteriorated items.
- E. Clean bricks surrounding removal areas by removing mortar, dust, and loose particles in preparation for replacement.
- F. Replace removed brick with with new brick matching existing brick, including size, color, shape, etc. Do not use broken units unless they can be cut to usable size.
- G. Install replacement brick into bonding and coursing pattern of existing brick. Lay face brick to create an interlocked wall to match existing construction. If cutting is required, use a motor-driven saw designed to cut masonry with clean, sharp, unchipped edges. Where special shapes cannot be cut or formed without exposing coring of fogging, provide custom made special shaped units.
 - 1. Maintain joint width for replacement units to match existing joints.
 - 2. Use setting buttons or shims to set units accurately spaced with uniform joints.
 - 3. Brick shall be plumb, true to line, with level courses accurately spaced and joints aligned vertically. Drifting of joints shall be cause for rejection of work.
 - 4. Match existing coursing, bond and decorative detailing.
 - 5. Install work with random color variations with no groups of lighter or darker units. Take masonry units from stacks randomly to avoid noticeable color variations.
- H. Lay replacement brick with completely filled bed, head, and collar joints. Butter ends with sufficient mortar to fill head joints and shove into place. Wet both replacement and surrounding bricks that have ASTM C 67 initial rates of

absorption (suction) of more than 30 g/30 sq. in. per min. (30 g/194 sq. cm per min.). Use wetting methods that ensure that units are nearly saturated but surface is dry when laid.

1. Tool exposed mortar joints in repaired areas to match joints of surrounding existing brickwork.
 2. Rake out mortar used for laying brick before mortar sets and point new mortar joints in repaired area to comply with requirements for repointing existing masonry, and at same time as repointing of surrounding area.
 3. When mortar is sufficiently hard to support units, remove shims and other devices interfering with pointing of joints.
- I. Layout walls in advance for accurate spacing, uniform joint widths and accurate bond pattern. Avoid the use of less than half size units.
- J. Tooth new brickwork into existing adjacent brickwork.
- K. Fully grout all units wherever shown and at all masonry lintels, bond beams, jambs and bearing points.

3.4 REANCHORING VENEERS

- A. Install masonry repair anchors in horizontal mortar joints and according to manufacturer's written instructions. Install at not more than 16 inches (400 mm) o.c. vertically and 32 inches (800 mm) o.c. horizontally unless otherwise indicated.
- B. Recess anchors at least 5/8 inch (16 mm) from surface of mortar joint and fill recess with pointing mortar.

3.5 REMOVAL AND REINSTALLING STONE WAINSCOT PANELS AT 5TH. FLOOR LOBBY.

- A. Carefully remove stone panels to access heating pipe for expansion joint replacement.
- B. Reinstall panels in original locations.
- C. Install new access doors in existing locations.
- D. Verify all conditions in field during removals and submit shop drawings with installation details.

3.6 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, spray applied at low pressure.
 - 1. Do not use metal scrapers or brushes.
 - 2. Do not use acidic or alkaline cleaners.
- B. Wash adjacent woodwork and other non-masonry surfaces. Use detergent and soft brushes or cloths.
- C. Clean mortar and debris from roof; remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.
- D. Sweep and rake adjacent pavement and grounds to remove mortar and debris. Where necessary, pressure wash pavement surfaces to remove mortar, dust, dirt, and stains.

3.7 FIELD QUALITY CONTROL

- A. Architect's Project Representatives: Architect will assign Project representatives to help carry out Architect's responsibilities at the site, including observing progress and quality of portion of the Work completed. Allow Architect's Project representatives use of lift devices and scaffolding, as needed, to observe progress and quality of portion of the Work completed.

METHOD OF MEASUREMENT AND PAYMENT

Payment will be made by lump sum.

END OF SECTION 049250

SECTION 055000 - METAL FABRICATIONS – ITEM E

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Metal sleeves for access doors in masonry walls.

- B. Related Sections:

- 1. Division 04 Section "Masonry Restoration"
 - 2. Division 7 Section "Joint Sealants" for sealant at replacement access doors.
 - 3. Division 8 Section "Access Doors and Frames"
 - 4. Division 9 Section "Gypsum Plaster" for finish of interior masonry steam chase walls.

1.3 PERFORMANCE REQUIREMENTS

- A. Sleeve framing in masonry wall for wall mounted access doors to steam pipe chase.
- B. Sleeve shall be fabricated with 1/8" thick steel.
- C. All welded joints.
- D. Size varies. Standard size: 8 in. wide by 24 in. high.
- E. Contractor shall measure each condition and determine maximum size.
- F. Sleeve shall be anchored to adjacent masonry per architectural drawings. Contractor shall measure location of masonry joints then drill sleeve in appropriate location for anchor bolts to be set in masonry joint. Fill with grout per architectural drawings.
- G. Access Doors in straight unrestricted walls shall have 12 inch wide access doors and sleeves shall be fabricated accordingly.
- H. Coordination between all wall access doors and sleeves is the responsibility of the contractor.

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DIVISION 5-METALS

1.4 ACTION SUBMITTALS

- A. Shop Drawings: Show fabrication and installation details for metal fabrications.
 - 1. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.
- B. Samples for Verification:
 - 1. One sleeve frame shall be installed on site to be approved by architect.
 - 2. Sample sleeve frame shall be installed with access door.

1.5 INFORMATIONAL SUBMITTALS

- A. Welding certificates.

1.6 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."

1.7 PROJECT CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.

1.8 COORDINATION

- A. Contractor is responsible for coordination between all trades involved.

PART 2 - PRODUCTS

2.1 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

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DIVISION 5-METALS

2.2 FERROUS METALS

- A. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of pre-consumer recycled content not less than **25** percent.
- B. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.

2.3 FASTENERS

- A. Provide anchors specified in architectural drawing.

2.4 MISCELLANEOUS MATERIALS

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

2.5 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately **1/32 inch (1 mm)** unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- D. Form exposed work with accurate angles and surfaces and straight edges.
- E. Weld corners and seams continuously to comply with the following:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.
 - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing **and contour of welded surface matches that of adjacent surface.**
- F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) fasteners unless otherwise indicated. Locate joints where least conspicuous.
- G. Fabricate seams and other connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

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DIVISION 5-METALS

- H. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.

2.6 MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.
- B. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.
- C. Galvanize miscellaneous framing and supports where possible.

2.7 STEEL WELD PLATES AND ANGLES

- A. Provide steel weld plates and angles not specified in other Sections, for items supported from concrete construction as needed to complete the Work.

2.8 STEEL AND IRON FINISHES

- A. Galvanize all steel used on exterior wall work.
- B. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A 153/A 153M for steel and iron hardware and with ASTM A 123/A 123M for other steel and iron products.
 - 1. Do not quench or apply post galvanizing treatments that might interfere with paint adhesion.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
- C. Field Welding: Comply with the following requirements:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.

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2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

- D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Retain articles below if applicable to Project. Insert others where needed to specify requirements applicable to a specific item not covered under general installation requirements above.

3.2 INSTALLING MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.

3.3 INSTALLING BEARING AND LEVELING PLATES

- A. Clean masonry bearing surfaces of bond-reducing materials, and roughen to improve bond to surfaces. Clean bottom surface of plates.
- B. Set bearing and leveling plates on wedges, shims, or leveling nuts. After bearing members have been positioned and plumbed, tighten anchor bolts. Do not remove wedges or shims but, if protruding, cut off flush with edge of bearing plate before packing with grout.
1. Use nonshrink grout, either metallic or nonmetallic, in concealed locations where not exposed to moisture; use nonshrink, nonmetallic grout in exposed locations unless otherwise indicated.
 2. Pack grout solidly between bearing surfaces and plates to ensure that no voids remain.

3.4 ADJUSTING AND CLEANING

- A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

METHOD OF MEASUREMENT AND PAYMENT

Payment will be made by lump sum.

END OF SECTION 055000

CONTRACT NO. 21-528
DIVISION 7 – THERMAL AND MOISTURE PROTECTION

SECTION 079200 - JOINT SEALANTS – ITEM E

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including information for Bidders, General Clauses and Division 1, General Requirements apply to this Section.

1.2 SUMMARY

- A. The work of this Section consists of the provision of all plant, materials, labor and equipment and the like necessary and/or required for the complete execution of all caulking and sealing work for this project as required by the schedules, keynotes and drawings, including, but not limited to the following:

NOTE: Sealant supplier shall perform a "bond" test on all substrates to determine adhesion properties and requirement, if any, for primer application; coordinate with Article 1.05 herein.

1. Provide sealant systems in all joints between dissimilar materials on building exterior as indicated and/or required to obtain water and air tight seals; using the following material types for respective locations.
2. Provide building to building expansion joint system – seismic design using compressible, color seal joint system; carry same up and over coping juncture.
3. Provide expansion and/or control joint sealant systems within masonry (coordinate with Section 04 20 00 – work to be accomplished as part of these operations) -Type I OR II material with Type III backer system OR, at option of Contractor, DOUBLE SEAL system with internal rod using product similar and equal to #150.
4. Provide all interior joints between dissimilar materials as indicated or required to insure positive seals

NOTE: Sealants are generally required at the following locations:

Door frames	VI
Window surrounds	VI
Plumbing fixtures	II
Sound integrity	VI, Exposed; V, Concealed
Water penetration	II
Light seals	VI
Mill & counter work	VI, Dry; II for Wet

- a. Interior door frames to surrounding face construction;
- b. Interior window trim/reveals to window frames;
- c. Plumbing fixtures and accessories where same abut finished surfaces;
- d. **Where gypsum wall board is in contact with concrete slabs, walls and columns (tops, bottoms and sides)**

- e. *Where concrete block is in contact with concrete slabs, walls and columns (tops, bottoms and sides)*
 - f. *At fire rated gypsum partition systems (coordinate with Section 9)*
and like locations where dissimilar materials about each other in finished areas.
5. Perform balance of caulking and sealing as may be necessary and/or required to insure conformance to guarantee/warranty provisions contained herein.

1.3 RELATED WORK SPECIFIED ELSEWHERE -Entire Project Specification

- A. Bond testing shall be performed as noted in Paragraph 1.02.A above and results submitted to Architect for file.
- B. All surfaces to receive sealant shall be dry and cleaned of all foreign matter as specified in Part 3.
- C. Application devices shall have nozzles of proper size and shall provide sufficient pressure to completely fill joints as detailed.
- D. Consult sealant manufacturer for recommendations for application of sealant when air temperature is below 40°F. Provide written recommendation to Architect prior to application.
- E. Sealants shall comply with VOC requirements of the Jurisdiction of the Work, or in absence of said regulation, all material shall comply with the following as applicable for particular application and shall **not** contain or be formulated with aromatic solvents, halogenated solvents, fibrous talc or asbestos, formaldehyde, mercury, lead, cadmium, hexavalent chromium or their derivatives.
- F. Reference Standards
 - 1. ASTM C 834 -Latex Sealing Compounds
 - 2. ASTM C 919 – Standard Practice for Use of Sealants in Acoustical Applications
 - 3. ASTM C 920 -Elastomeric Joint Sealants
 - 4. ASTM C 1193 -Standard Guide for Use of Joint Sealants
 - 5. ASTM C 1311 – Solvent Release Sealants
 - 6. ASTM C 1330 – Cylindrical Sealant Backing for Use with Cold Liquid Applied Sealants
 - 7. ASTM C 1401 – Standard Guide for Structural Sealant Glazing
 - 8. ASTM C 1481 – Standard Guide for Use of Joint Sealants with Exterior Insulation and Finish Systems (EFIS)
 - 9. ASTM D 1056 -Flexible Cellular Materials, Sponge or Expanded Rubber.
 - 10. SWRI (Sealant, Waterproofing and Restoration Institute) Sealant and Caulking Guide Specification

1.4 SUBMITTALS

Provide documentation of manufacturer's take-back programs for products provided under this Section.

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

- A. Product Data indicating for each type of sealant and component used in this work - chemical characteristics; performance criteria; substrate preparation; limitations; color availability; and the like affecting the use of each product.
- B. Samples of all components to be used in the work of this section
- C. Color charts for selection.
- D. Manufacturer's installation instructions indicating, if any, special procedures; surface preparation; perimeter conditions requiring special attention; and like items affecting installation of each product.
- E. Results of bond tests shall be incorporated in installation recommendations.
- F. Certification of specification compliance.
- G. Manufacturers Material Safety Data Sheet (MSDS) must be submitted for each manufactured product.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver products in original factory packaging bearing identification of product, manufacturer, and batch number. Provide Material Safety Data Sheets for each product.
- B. Store products in a location protected from freezing, damage, construction activity, precipitation, and direct sunlight in strict accordance with manufacturer's recommendations.
- C. Condition products to approximately 60 to 70 degrees F (16 to 21degrees C) for use in accordance with manufacturer's recommendations.
- D. Handle all products with appropriate precautions and care as stated on Material Safety Data Sheet.

1.6 QUALITY CONTROL

- A. Preconstruction Sealant Tests for Adhesion and Compatibility: Submit sealant samples for each material to be sealed in the work including, but not limited to metal flashing, painted wood at windows, glazing gaskets, glazing materials, framing members, masonry and stone of each type used, and all other components and accessories, to sealant manufacturer to verify sealant compatibility and to determine, by testing in compliance with ASTM C 794, as well as the type of primer required for each condition to ensure sealant adhesion to substrates.
 - 1. Cost of Testing: The sealant manufacturers shall perform and/or the Contractor shall, at his own expense employ an independent testing agent acceptable to the Architect to perform tests and certifications indicated. No costs shall be passed to the Owner.

2. Test Samples: Submit to the testing agency or sealant manufacturer at least 5 pieces of each type, finish, kind, condition, and form of material to which sealant is to be attached.
 3. Scheduling: Scheduling sufficient time for testing, analysis, and reporting of results.
 4. Test Reports and Recommendations: Obtain written reports and recommendations regarding proper sealant material, primer, and application for each condition. Use sealants and substrates only in combinations for which favorable adhesion and compatibility results have been obtained.
- B. Construction Sealant Adhesion Tests shall be performed as specified under "Field Quality Control" in Part 3 of this Section.

1.7 SPECIAL GUARANTEE/ WARRANTY TERMS

- A. This Contractor shall guarantee that caulking and sealing work will be free from defects of materials and workmanship for 2 years from the date of final acceptance of this work.
- B. The following types of failure will be adjudged defective work: leakage, hardening, chalking, crumbling, melting, shrinking or running of caulking; or staining of adjacent work by caulking.
- C. Repair and replace work which becomes defective during the guarantee term, without cost to the Owner.

1.8 SUSTAINABILITY

- A. In the selection of the products and materials of this section as well as for the entire project, preference will be given to those with the following characteristics:
1. Water based
 2. Water-soluble
 3. Can be cleaned up with water
 4. Non-flammable
 5. Biodegradable
 6. Low or preferably no Volatile Organic Compound (VOC)
 7. Manufactured without compounds that contribute to ozone depletion in the upper atmosphere
 8. Manufactured without compounds that contribute to smog in the lower atmosphere
 9. Do not contain methylene-chloride
 10. Do not contain chlorinated hydrocarbons
 11. Contains the least possible of post-consumer or postindustrial waste

PART 2- PRODUCTS

2.1 GENERAL

- A. Joint primer, sealer and/or conditioner shall be as recommended by sealant manufacturer
- B. Preformed joint fillers shall be non-staining, compatible with sealant and primer, and of a resilient nature and shall be one of the following:
 - 1. Expanded Polyethylene Joint Filler (for existing joints) Flexible, compressible, closed-cell polyethylene of not less than 10 psi compression deflection (25%)
- C. Backer Rod for General Vertical Use: ASTM C 1330, Types B or C, rod stock closed cell polyethylene foam, closed cell neoprene foam, or open cell urethane foam, as recommended by sealant manufacturers being compatible both with the sealant used and the primer.
- D. Closed Cell Neoprene Joint Filler for all joint systems within stucco systems as specified in Section 09 24 00 -ASTM D 1056, Class SCE41 similar and equal to Williams Products "Expand-O-Foam" cord.
- E. Accessory Items:
 - 1. Bond Breaker Tape -Polyethylene or other plastic tape as recommended by the sealant manufacturer; non-bonding to sealant; self-adhesive where applicable; thickness, minimum 0.012 inch.
 - 2. Cleaning Solvents -Oil free solvents as recommended by the sealant manufacturer. Do not use reclaimed solvents
 - 3. Masking Tape -Removable paper or fiber tape, self-adhesive, non-staining.
 - 4. Materials impregnated with oil, bitumen or similar materials shall not be used.
- F. Sealant Colors
 - 1. Exposed materials, provide color as indicated or, if not indicated, as selected by the Architect from manufacturer's standard colors.
 - 2. Concealed materials provide the natural color which has the best overall performance characteristics.

2.2 MATERIAL TABLE

NOTE: At the Contractors' option, a "Silyl-Terminated Polyether" compound as manufactured by Sonneborn/ Degussa Admixtures under the name "Sonolastic 150" or "ProSil^{sc} 1" by Pecora acceptable for use in lieu of Type I and Type II materials as specified below.

- A. Sealant materials shall be as follows and shall relate to scope of work described herein and shall form a general material reference for all sections performing sealant operations. Backer systems shall be as specified in Paragraph 2.01 above and as suitable for intended substrate and joint conditions.
- B. Type -I (For use in vertical expansion joints where extensive movement occurs and for general exterior sealant operations.)
 - Sealant compound -2 component non-sag Polyurethane similar and equal to:
 - 1. Tremco (Dymerc 240/240FC)
 - 2. Sonneborn (Sonolastic NP2)

3. Pecora (Dynatrol II)

- C. Type -II -GENERAL (For use in vertical expansion joints where extensive movement occurs and for general exterior sealant operations.)

Sealant compound -1 part, low-modulus silicone sealant similar and equal to:

1. Dow Corning (795)
2. General Electric (Silpruf)
3. Pecora (864)
4. Sonneborn (Omniseal)
5. Tremco (Spectrem 1 or 2 as suitable for intended application)

Backing -Type "A" backer rod as per Paragraph 2.01.C above for general use and Type III sealant for moving joints.

- D. Type -IIA -GLAZING SYSTEMS

Sealant compound -Silicone rubber of design recommended by the manufacturer for the intended application and similar and equal to:

1. General Electric -SSG 4000 OR 4200 Structural Glazing Sealant; 3211 or 3103 Insulating Glass Sealant; 2000 Weather Seal.
2. Dow Corning – 795, 895, 983 or 995 as suitable for encountered conditions.
3. Tremco Inc.– Tremco Proglaze SG or Spectrem 2 Structural Glazing Sealant; Tremco Proglaze II Insulation Glass Sealant.
4. Pecora #895 or other suitable combination as recommended by the nominated manufacturer of the overall window/curtain wall assembly.

- E. Type -III (For use as a primary sealant expansion joint systems and as backup to Type II material for aesthetic affect; horizontal deck sealants and other such applications as may be noted on the drawings.)

Sealant compound -Compressible, polyurethane sponge

MANUFACTURERS:

First List, Primary Sealant; Second List, Backer Seal

1. Emseal USA, Inc. (Emseal precompressed, sheathed)
2. WillSeal USA (Willseal 600)
3. Tremco (illmod 600)

OR

1. Emseal USA, Inc. (BackerSeal precompressed, sheathed)
2. WillSeal, USA (Willseal)
3. Tremco (illmod)
4. Polytite Manufacturing (Polytite B)

- F. Type -IV (For use in connection with roofing, flashing and waterproofing work)

Sealant compound -Single component non-sag Polyurethane similar and equal to:

1. Tremco(Vulkem-116)

2. Sonneborn (Sonolastic NP1)
3. Sika Chemical Company (Sikaflex -1a)
4. Tremco (Dymonic)
5. Pecora (Dynatrol I)

G. Type -V (For use in acoustical sealing operations)

Sealant compound -Butyl Rubber or Latex Base for developing acoustical requirements specified. Material shall be similar and equal to:

1. Pecora (BA-98)
2. W.W. Henry (313)
3. U.S. Gypsum (Acoustical Sealant)
4. Tremco (Acoustical Sealant)

H. Type -VI (For interior sealant systems around door frames, window reveals and like locations in painted surfaces)

Sealant compound -Acrylic Latex or Paintable Silicone material of suitable nature similar and equal to that as manufactured by Tremco, DAP/USG, Dow Corning, or Pecora Backing -as required.

Color -Grey or white for paint

I. Type -VII – Fire Rated Caulking compound for bedding and/or sealing of joints in rated gypsum wall systems shall be similar and equal to: “AC20 – FTR” by Pecora; “Tremstop Acrylic” by Tremco; “Blockade” by DAP or approved equal.

PART 3- EXECUTION

3.1 INSPECTION AND ACCEPTANCE

- A. Examine all surfaces and contiguous elements to receive work of this section and correct, as part of the Work of this Contract, any defects affecting installation. Commencement of work will be construed as complete acceptability of surfaces and contiguous elements.

3.2 JOINT DESIGN

- A. Joints shall be a maximum of 3/8 inch deep by minimum 3/8 inch wide
- B. Joints in concrete or masonry:
1. Depth of sealant shall equal width of joints in joints up to 1/2 inch wide; joints 1/2 inch to 1 inch wide, depth shall be 1/2 inch.
 2. For expansion joints or other joints 1 inch to 2 inch wide depth shall not be greater than 1/2 the applied sealant width and no greater than 5/8 inch for Type I nor 1/2 inch for Type II materials.

- C. Joints in metal, glass and other non-porous surfaces: Depth shall be a minimum of 1/2 the applied sealant width, and shall in no case exceed the applied sealant width

3.3 PREPARATION

- A. Clean joint surfaces immediately before installation of sealant another 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, 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.

3.4 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. Prevent three sided adhesion by use of bond breaker tapes or backer rods at the back of the joint.

Install backer rods for all liquid sealants, except where specifically recommended against by sealant manufacturers.

Install backer rods immediately before sealants, do not permit backer rods to get wet.

Install backer rods at the proper depth to create the specified sealant depth, avoid placing backer rods too deep which will result in sealant failure due to excessive sealant depth.

Backup material shall be suitable size and shape so that when compressed 20 to 50%, it will fit in all joints where required.

Do not cut or puncture the surface skin of the rod

- C. Apply masking tape where required by surfaces encountered, and as may be determined by mockup testing, in continuous strips in alignment with joint edge.

Remove tape immediately after joints have been sealed and tooled.

3.5 SEALANT INSTALLATION

- A. Prime surfaces where required with primer recommended by sealant manufacturer and as determined by "bond" test required in Part 1 of this Section
- B. Apply, tool and finish sealant in accordance with manufacturer's recommendations.

- C. Install sealants with ratchet hand gun or other approved mechanical gun. Where gun application is impracticable, install sealant by knife or by pouring, as applicable.

"Gun" devices shall have nozzles of proper size and shall provide sufficient pressure to completely fill joints as detailed.

- 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.

3.6 FIELD QUALITY CONTROL

- A. Test Samples

- 1. If requested by the Architect, for each 1,000 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 Testing Laboratory's Representative, who will retain them for evaluating and testing.
 - 2. Reseal cutout areas with the same type materials.

3.7 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. Clean up remaining defacement caused by the Work.
- C. All finished work shall be left in neat, clean condition.

3.8 WASTE MANAGEMENT

- A. Separate waste in accordance with the Waste Management Plan.
- B. Close and seal tightly all partly used sealant containers and store protected in well-ventilated, fire-safe area at moderate temperature.
- C. Place used sealant tubes and containers in areas designated for hazardous materials.

METHOD OF MEASUREMENT AND PAYMENT

CONTRACT NO. 21-528

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

Payment will be made by lump sum.

END OF SECTION 079200

SECTION 083113 - ACCESS DOORS AND FRAMES – ITEM E

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Access doors and frames for steam pipe chase walls.

B. Related Requirements:

- 1. Section 049250 “Brick Masonry Restoration” for riser S25 at stair Y on 5th. Floor and steam chase wall restoration in multiple locations and for masonry installed to restore steam chase walls.
- 2. Section 055000 “Miscellaneous Metal Fabrications” for steel sleeve at each new access door set in masonry wall.
- 3. Section 092900 “Gypsum Board Assemblies” for restoration of dry wall steam pipe chase walls.
- 4. Section 093013 “Ceramic Tile” for rest room wall restoration at steam pipe chase walls.
- 5. Section 092100 “gypsum plaster Finish Coat Plasters” for restoring steam chase walls finish.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

- 1. Include construction details, materials, individual components and profiles, and finishes.

B. Shop Drawings:

- 1. Include plans, elevations, sections, details, and attachments to other work.
- 2. Detail fabrication and installation of access doors and frames for each type of substrate.

C. Samples: For each door face material, at least 3 by 5 inches (75 by 125 mm) in size, in specified finish.

D. Product Schedule: Provide complete access door and frame schedule, including types, locations, sizes, latching or locking provisions, and other data pertinent to installation.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

2.2 ACCESS DOORS AND FRAMES FOR WALLS AND CEILINGS

- A. Elmdor Access Doors, 17451 Hurley Street • P.O. Box 3527 • City of Industry, CA 91744 USA
Tel (800) 591-9181 • (626) 968-8699 • www.elmdorstoneman.com
- B. Alternate Manufacturers: Subject to compliance with requirements, **provide products by one of the following:**

Subject to compliance with requirements, provide product indicated or comparable product by one of the following:

- 1. [Access Panel Solutions.](#)
 - 2. [Acudor Products, Inc.](#)
 - 3. [Alfab, Inc.](#)
 - 4. [Babcock-Davis.](#)
 - 5. [Cendrex Inc.](#)
 - 6. [Elmdor/Stoneman Manufacturing Co.; Div. of Acorn Engineering Co.](#)
 - 7. [Jensen Industries; Div. of Broan-Nutone, LLC.](#)
 - 8. [J. L. Industries, Inc.; Div. of Activar Construction Products Group.](#)
 - 9. [Karp Associates, Inc.](#)
 - 10. [Larsen's Manufacturing Company.](#)
 - 11. [Maxam Metal Products Limited.](#)
 - 12. [Metropolitan Door Industries Corp.](#)
 - 13. [MIFAB, Inc.](#)
 - 14. [Milcor Inc.](#)
 - 15. [Nystrom, Inc.](#)
 - 16. [Williams Bros. Corporation of America \(The\).](#)
- C. [Basis-of-Design Product](#): Elmdor Wall FR custom size fire rated access door.
 - D. Source Limitations: Obtain each type of access door and frame from single source from single manufacturer.
 - E. Flush Access Doors with Concealed Flanges:
 - 1. [Basis-of-Design Product](#): FR Series fire rated wall access door by Elmdor Access Doors.
 - 2. Access door and frame shall be fabricated from 16 gage, galvanized steel with a prime coat finish suitable for painting. Hinge shall be concealed type. Door shall have a heavy duty spring to provide positive latching when closed, and an interior latch release slide enabling door to be opened from the inside. Exterior latch shall be recessed and operated using ring attached to the sliding bolt.
 - 3. Doors are Fire Rated by Underwriters Laboratories Inc., for 1-1/2 hours, "B" Label, ANSI-UL 10B standard, and CAN/ ULC S104 for 2 hours in walls. Door has a heavy duty spring closer to assure positive latching when panel closes. This door is for WALL INSTALLATION ONLY.

CONTRACT 21-528
DIVISION 8 - OPENINGS

- F. MOUNT Wall Mount
- G. MATERIAL Galvannealed Steel
- H. LATCHING Recessed Turn Latch
- I. SIZE : Custom Size: 8 hor. x 24 in. ver. Contractor to verify each condition on site and determine specific size.
- J. In locations where drywall wall constructions exists in front of masonry chase wall an access door shall be installed in drywall
- K. [Basis-of-Design Product](#): Elmdor Wall DW custom size drywall access door.
- L. Access door and frame shall be fabricated from 16 gage, galvannealed steel with a prime coat finish suitable for painting. The door shall have rounded safety corners and a rod hinge up to 24", 24" and larger are provided with a concealed piano hinge. Frame shall be one piece construction with no mitres or welds on the face. Latch shall be screwdriver operated. Standard material thickness is 16 gage for the door and door frame. A heavy duty version is also available with 14 gage thickness for the door and door frame.
- M. Doors are ideally suited for new installations or for remodeling, in masonry, tile, wood or other wall and ceiling surfaces. Door features rounded safety corners.
- N. Optional Latch: Allen Key Latch
- O. Size: 12 in. wide x 30 in. vert. Contractor shall verify all conditions in field.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Comply with manufacturer's written instructions for installing access doors and frames.
- B. Install doors flush with adjacent finish surfaces or recessed to receive finish material.

3.3 ADJUSTING

- A. Adjust doors and hardware, after installation, for proper operation.

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- B. Remove and replace doors and frames that are warped, bowed, or otherwise damaged.

METHOD OF MEASUREMENT AND PAYMENT

Payment will be made by lump sum.

END OF SECTION 083113

SECTION 092100 GYPSUM PLASTER – ITEM E

PART 1 - GENERAL

1.1 1.01 SUMMARY

A. This Section includes the following:

1. Patching existing Gypsum Plaster on Expanded Metal Lath at demolition and rebuild of steam pipe chase walls, where access doors are to be installed. Work consists of creating new plaster edge around new removable panels and access doors and remainder of plaster work.

B. Related Sections include the following:

1. Section 049250 "Masonry Restoration"
2. Section 055000 "metal fabrications" for frame around access doors
3. Section 083113 "Access Doors and Frames"
4. Section 093100 "Ceramic Tile"
5. Section 099100 "Painting"

1.2 1.02 REFERENCES

A. American Society for Testing and Materials:

1. ASTM A 153: Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
2. ASTM A 510: Specification for General Requirements for Wire Rods and Course Round Wire, Carbon Steel.
3. ASTM A 641: Specification for Zinc-Coated (Galvanized) Carbon Steel Wire.
4. ASTM C 28: Specification for Gypsum Plaster.
5. ASTM C 35: Specification for Inorganic Aggregate for Use in Gypsum Plaster.
6. ASTM C 61: Specification for Gypsum Keene's Cement.
7. ASTM C206: Specification for Finishing Hydrated Lime.
8. ASTM C 472: Test Methods for Physical Testing of Gypsum, Gypsum Plasters and Gypsum Concrete.
9. ASTM C 631: Specification for Bonding Compounds for Interior Gypsum Plastering.
10. ASTM C 645: Specification for Nonstructural Steel Framing Members.
11. ASTM C 665: Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing.
12. ASTM C 754: Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products.
13. ASTM C 841: Specification for Installation of Interior Lathing and Furring.
14. ASTM C 842: Specification for Application of Interior Gypsum Plaster.
15. ASTM C 847: Specification for Metal Lath.
16. ASTM C 919: Practice for Use of Sealants in Acoustical Applications.

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17. ASTM C 954: Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs from 0.033 inch to 0.112 inch in Thickness.
18. ASTM C 1002: Standard Specification for Steel Self-Piercing Tapping Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs.
19. ASTM E 90: Test Method for laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.
20. ASTM E119: Test Method for Fire Tests of Building Construction and Materials.

1.3 SUBMITTALS

- A. General: Submit in accordance with Section 01300.
- B. Product Data: Submit manufacturer's current technical literature for product specified.

1.4 QUALITY ASSURANCE

- A. Fire Resistance Rated Assembly Characteristics: For gypsum plaster assemblies with fire-resistance ratings, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.
 1. Fire Resistance Ratings: Indicated by design designations from UL Fire Resistance Directory.
- B. Sound Transmission Characteristics: For gypsum plaster assemblies with STC ratings, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 by a qualified independent testing agency.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. All materials, except water and sand, shall be delivered in their original unopened packages and stored in an enclosed shelter providing protection from damage and exposure to the elements. Damaged or deteriorated materials shall be removed from the site.

1.6 PROJECT CONDITIONS

- A. Comply with ASTM C 842 requirements or gypsum plaster manufacturer's written recommendations, whichever are more stringent.

PART 2 - PRODUCTS

2.1 EXPANDED METAL LATH

- A. Expanded-Metal Lath, General: ASTM C 847.
 - 1. Finish: Manufacturer's standard corrosion-resistant zinc coating, unless otherwise indicated.
 - 2. Paper Backing: Kraft paper factory bonded to back of lath.

2.2 ACCESSORIES

- A. General: Comply with ASTM C 841 and coordinate depth of trim and accessories with thicknesses and number of plaster coats required.
- B. Zinc and Zinc-Coated (Galvanized) Accessories:
 - 1. Cornerite: Fabricated from expanded-metal lath with manufacturer's standard corrosion-resistant zinc coating, unless otherwise indicated.
 - 2. Striplath: Fabricated from expanded-metal lath with manufacturer's standard corrosion-resistant zinc coating, unless otherwise indicated.
 - 3. Corner Beads: Fabricated from zinc or zinc-coated (galvanized) steel.
 - a. Small nose corner bead with expanded flanges; use unless otherwise indicated.
 - b. Bull nose corner bead, radius 3/4 inch minimum, with expanded flanges; use at locations indicated on Drawings.
 - 4. Casing Beads: Fabricated from zinc or zinc-coated (galvanized) steel; square-edged style; with expanded flanges.
 - 5. Control Joints: Fabricated from zinc or zinc-coated (galvanized) steel; one-piece-type, folded pair of unperforated screeds in M-shaped configuration; with perforated flanges and removable protective tape on plaster face of control joint.
 - 6. Expansion Joints: Fabricated from zinc or zinc-coated (galvanized) steel; folded pair of unperforated screeds in M-shaped configuration; with expanded flanges.
 - 7. Two-Piece Expansion Joints: Fabricated from zinc or zinc-coated (galvanized) steel; formed to produce slip-joint and square-edged reveal that is adjustable from 1/4 to 5/8 inch wide; with perforated flanges.
- C. Aluminum Trim: Extruded accessories of profiles and dimensions indicated on Drawings.

2.3 MISCELLANEOUS MATERIALS

- A. Water for Mixing and Finishing Plaster: Potable and free of substances capable of affecting plaster set or of damaging plaster, lath, or accessories.

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- B. Bonding Compound: ASTM C 631.
- C. Steel Drill Screws: For metal-to-metal fastening, ASTM C 1002 or ASTM C 954, as required by thickness of metal being fastened; with pan head that is suitable for application; in lengths required to achieve penetration through joined materials of not fewer than three exposed threads.
- D. Fasteners for Attaching Metal Lath to Substrates: Complying with ASTM C 841.

2.4 FINISH COAT PLASTER MATERIALS

- A. Gypsum Gauging Plaster: ASTM C 28.
 - 1. Product: Subject to compliance with requirements, provide finish Plaster, Regular Set by United States Gypsum Company.
- B. Gypsum Ready-Mixed Finish Plaster: Manufacturer's standard, mill-mixed, gauged, interior finish.
 - 1. Product: Subject to compliance with requirements, provide Finish Plaster, Regular Set by United States Gypsum Company.
- C. Gypsum Keene's Cement: ASTM C 61.
 - 1. Product: Subject to compliance with requirements, provide KEENES Cement by United States Gypsum Company.
- D. Lime: ASTM C 206, hydrated finishing type.
 - 1. Type S: Autoclaved, double-hydrate lime.
 - a. Product: Subject to compliance with requirements, provide **IVORY** Finish Lime by United States Gypsum Company.
 - 2. Type N: Normal, single-hydrate lime.
 - a. Product: Subject to compliance with requirements, provide GRAND PRIZE Hydrate Finish Lime by United States Gypsum Company

2.5 PLASTER MIXES

- A. General: Comply with ASTM C 842 and manufacturer's written instructions for applications indicated.
- B. Smooth-Troweled Finish.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames and structural framing, for compliance with requirements and other conditions affecting performance.
 - 1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protect adjacent work from soiling, spattering, moisture deterioration, and other harmful effects caused by plastering.

3.3 INSTALLATION, GENERAL

- A. Acoustical Sealant: Where required, seal joints between edges of plasterwork and abutting construction with acoustical sealant.

3.4 INSTALLING METAL LATH

- A. General: Install according to ASTM C 841.
- B. Expanded-Metal Lath:
 - 1. Partition Framing and Vertical Furring: Install [flat diamond-mesh] [flat rib] lath.
 - 2. Flat-Ceiling and Horizontal Framing: Install [flat diamond-mesh] [flat rib] lath.
 - 3. On Solid Surfaces, Not Otherwise Furred: Install self-furring diamond-mesh lath.

3.5 INSTALLING ACCESSORIES

- A. Apply bottom course first, with face out, long dimension at right angles to stud with joints butted together.
- B. Cut lath to fit neatly around electrical outlets and openings.
- C. Place end joints between studs, staggered in successive courses.
- D. Align and support lath ends with clips at top, center and bottom of each joint.
- E. Secure lath to studs using two screws per stud, each located 2 inches from lath edge.

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3.6 INSTALLING ACCESSORIES

- A. General: Install according to ASTM C 841.
- B. Corner Beads: Install at external corners.
- C. Casing Beads: Install at terminations of plasterwork, except where plaster passes behind and is concealed by other work and where metal screeds, bases, or frames act as casing beads.
- D. Control Joints: Install control joints at locations indicated on drawings.

3.7 PLASTER APPLICATION

- A. General: Comply with ASTM C 842.
 - 1. Do not deviate more than plus or minus 1/8 inch in 10 feet from a true plane in finished plaster surfaces, as measured by a 10-foot straightedge placed on surface.
 - 2. Grout hollow-metal frames, bases, and similar work occurring in plastered areas, with base-coat plaster material, before lathing where necessary. Except where full grouting is indicated or required for fire-resistance rating, grout at least 6 inches at each jamb anchor.
 - 3. Finish plaster flush with metal frames and other built-in metal items or accessories that act as a plaster ground, unless otherwise indicated. Where casing bead does not terminate plaster at metal frame, cut base coat free from metal frame before plaster sets and groove finish coat at junctures with metal.
 - 4. Provide plaster surfaces that are ready to receive field-applied finishes indicated.
- B. Bonding Compound: Apply on unit masonry and concrete plaster bases.
- C. Finish Coats:
 - 1. Provide smooth finish.

METHOD OF MEASUREMENT AND PAYMENT

Payment will be made by lump sum.

END OF SECTION 09210

SECTION 092900 - GYPSUM BOARD ASSEMBLIES – ITEM E

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Information for Bidders, General Clauses and Special Clauses, apply to this Section.

1.2 SUMMARY

- A. Rebuild drywall partitions where partial demolition is required to access steam pipe chase
- B. This Section includes the following:
 - 1. Non-loadbearing steel framing members for gypsum board assemblies.
 - 2. Gypsum board assemblies attached to steel framing.
 - 3. Corner gypsum board partitions around steam chase walls
- C. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Section 079200 “Joint Sealants”
 - 2. Section 083113 “Access Doors and Frames”

1.3 DEFINITIONS

- A. Gypsum Board Construction Terminology: Refer to ASTM C 11 and GA-505 for definitions of terms for gypsum board assemblies not defined in this Section or in other referenced standards.

1.4 ASSEMBLY PERFORMANCE REQUIREMENTS

- A. Fire Resistance: Provide gypsum board assemblies with fire-resistance ratings indicated.

1.5 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract.
- B. Product Data for each type of product specified.
- C. Product certificates signed by manufacturers of gypsum board assembly components certifying that their products comply with specified requirements.

1.6 QUALITY ASSURANCE

- A. Single-Source Responsibility for Steel Framing: Obtain steel framing members for gypsum board assemblies from a single manufacturer.

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- B. Single-Source Responsibility for Panel Products: Obtain each type of gypsum board and other panel products from a single manufacturer.
- C. Single-Source Responsibility for Finishing Materials: Obtain finishing materials from either the same manufacturer that supplies gypsum board and other panel products or from a manufacturer acceptable to gypsum board manufacturer.

1.7 DELIVERY, STORAGE, AND HANDLING

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

1.8 PROJECT CONDITIONS

- A. Environmental Conditions, General: Establish and maintain environmental conditions for applying and finishing gypsum board to comply with ASTM C 840 requirements or gypsum board manufacturer's recommendations, whichever are more stringent.
- B. Room Temperatures: For non-adhesive attachment of gypsum board to framing, maintain not less than 40 deg F. For adhesive attachment and finishing of gypsum board, maintain not less than 50 deg F for 48 hours before application and continuously after until dry. Do not exceed 95 deg F when using temporary heat sources.
- C. Ventilation: Ventilate building spaces as required to dry joint treatment materials. Avoid drafts during hot, dry weather to prevent finishing materials from drying too rapidly.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following, or approved equal.
 - 1. Steel Framing and Furring:
 - a. Dale Industries, Inc.
 - b. Marino/Ware (formerly Marino Industries Corp.).
 - c. National Gypsum Co.; Gold Bond Building Products Division.
 - 2. Gypsum Board and Related Products:
 - a. Georgia-Pacific Corp.
 - b. National Gypsum Co.; Gold Bond Building Products Division.
 - c. United States Gypsum Co.

2.2 STEEL FRAMING FOR PARTITIONS

- A. General: Provide steel framing members complying with the following requirements:
 - 1. Protective Coating: Manufacturer's standard corrosion resistant coating
- B. Steel Studs and Runners: ASTM C 645, with flange edges of studs bent back 90 degrees and doubled over to form 3/16-inch-wide minimum lip.
 - 1. Thicknesses: 18 gage for non-load bearing partitions except as noted on drawings.
 - 2. Depth: As indicated.
- C. Fasteners for Metal Framing: Provide fasteners of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel framing and furring members securely to substrates involved; complying with the recommendations of gypsum board manufacturers for applications indicated.

2.3 GYPSUM BOARD PRODUCTS

- A. General: Provide gypsum board of types indicated in maximum lengths available that will minimize end-to-end butt joints in each area indicated to receive gypsum board application.
 - 1. Widths: Provide gypsum board in widths of 48 inches.
- B. Gypsum Wallboard: ASTM C 36 and as follows:
 - 3. Regular Type:
 - a. Thickness: As indicated.
 - b. Long Edges: Tapered.
 - c. Location: Vertical surfaces.
 - 4. Type X:
 - a. Thickness: As indicated.
 - b. Long Edges: Tapered.
 - c. Location: Vertical surfaces.
 - 5. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include the following:
 - a. American Gypsum; Firebloc Type C.
 - b. CertainTeed Corp.; ProRoc Type C.
 - c. Georgia-Pacific Gypsum LLC; Fireguard C.
 - d. Lafarge North America Inc.; Firecheck Type C.
 - e. National Gypsum Company; Gold Bond Fire-Shield C.
 - f. PABCO Gypsum; Flame Curb Type Super C.
 - g. Temple-Inland; Type TG-C.

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- h. USG Corporation; Firecode C Core.
- i. Approved Equal.

2.4 TRIM ACCESSORIES

- A. Accessories for Interior Installation: complying with ASTM C 1047 and requirements indicated below:
 - 1. Material: Formed metal with metal complying with the following requirement:
 - a. Steel sheet zinc coated by hot-dip process or rolled zinc.
 - b. Steel sheet zinc coated by hot-dip or electrolytic process, or steel sheet coated with aluminum or rolled zinc.
 - 2. Shapes:
 - a. Cornerbead.
 - b. Bullnose bead.
 - c. LC-Bead: J-shaped; exposed long flange receives joint compound.
 - d. L-Bead: L-shaped; exposed long flange receives joint compound.
 - e. U-Bead: J-shaped; exposed short flange does not receive joint compound.
 - f. Expansion (control) joint.
 - g. Curved-Edge Cornerbead: With notched or flexible flanges.

2.5 JOINT TREATMENT MATERIALS

- A. General: Provide joint treatment materials complying with ASTM C 475 and the recommendations of both the manufacturers of sheet products and of joint treatment materials for each application indicated.
- B. Joint Tape for Gypsum Board: Paper reinforcing tape, unless otherwise indicated.
 - 1. Use pressure-sensitive or staple-attached, open-weave, glass-fiber reinforcing tape with compatible joint compound where recommended by manufacturer of gypsum board and joint treatment materials for application indicated.
- C. Drying-Type Joint Compounds for Gypsum Board: Factory-packaged vinyl-based products complying with the following requirements for formulation and intended use.
 - 1. Ready-Mixed Formulation: Factory-mixed product.
 - a. Taping compound formulated for embedding tape and for first coat over fasteners and face flanges of trim accessories.
 - b. Topping compound formulated for fill (second) and finish (third) coats.

2.6 ACOUSTICAL SEALANT

- A. Acoustical Sealant for Exposed and Concealed Joints: Manufacturer's standard non-sag, paintable, non-staining latex sealant complying with ASTM C 834 and the following requirements:
 - 1. Product is effective in reducing airborne sound transmission through perimeter joints and

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openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.

- B. Products: Subject to compliance with requirements, provide one of the following, or approved equal.

1. Acoustical Sealant for Exposed and Concealed Joints:

- a. PL Acoustical Sealant; ChemRex, Inc.; Contech Brands.
- b. AC-20 FTR Acoustical and Insulation Sealant; Pecora Corp.
- c. SHEETROCK Acoustical Sealant: United States Gypsum Co.

2.7 MISCELLANEOUS MATERIALS

- A. General: Provide auxiliary materials for gypsum board construction that comply with referenced standards and recommendations of gypsum board manufacturer.

- B. Spot Grout: ASTM C 475, setting-type joint compound recommended for spot-grouting hollow metal door frames.

- C. Steel drill screws complying with ASTM C 1002 for the following applications:

1. Fastening gypsum board to steel members less than 0.033 inch thick.
2. Fastening gypsum board to wood members.
3. Fastening gypsum board to gypsum board.

- C. Steel drill screws complying with ASTM C 954 for fastening gypsum board to steel members from 0.033 to 0.112 inch thick.

- C. Sound Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.

1. **THERMAFIBER** Sound Attenuation Fire Blankets (SAFB), regular type, 2.5 pcf nominal density, R-Value 3.7 per 1" thickness. See partition details for the required thicknesses.
2. Recycled Content: Thermafiber blankets contain 85% post-industrial recycle content.

PART 3 - EXECUTION

3.1 INSTALLING STEEL FRAMING, GENERAL

- A. Steel Framing Installation Standard: Install steel framing to comply with ASTM C 754 and with ASTM C 840 requirements that apply to framing installation.

- B. Install supplementary framing, blocking, and bracing at terminations in gypsum board assemblies to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction. Comply with details indicated and with recommendations of gypsum board manufacturer or, if none available, with United States Gypsum Co.'s "Gypsum Construction Handbook."

3.2 INSTALLING STEEL FRAMING FOR PARTITIONS

- A. Install runners (tracks) at floors, ceilings, and structural walls and columns where gypsum board stud assemblies abut other construction.
 - 1. Where studs are installed directly against exterior walls, install asphalt felt strips or foam gaskets between studs and wall.
- B. Installation Tolerances: Install each steel framing and furring member so that fastening surfaces do not vary more than 1/8 inch from the plane formed by the faces of adjacent framing.
- C. Extend partition framing full height to structural supports or substrates above suspended ceilings, except where partitions are indicated to terminate at suspended ceilings. Continue framing over frames for doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board.
- D. Install steel studs and furring in sizes and at spacing indicated.
 - 1. Single-Layer Construction: Space studs 16 inches o.c., unless otherwise indicated.
- E. Install steel studs so flanges point in the same direction and leading edge or end of each gypsum board panel can be attached to open (unsupported) edges of stud flanges first.
- F. Frame door openings to comply with GA-219, and with applicable published recommendations of gypsum board manufacturer, unless otherwise indicated. Attach vertical studs at jambs with screws either directly to frames or to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.
 - 1. Install 2 studs at each jamb, unless otherwise indicated.
- G. Frame openings other than door openings to comply with details indicated or, if none indicated, as required for door openings. Install framing below sills of openings to match framing required above door heads.
- H. Brace steel studs above ceiling to structural steel deck.

3.3 APPLYING AND FINISHING GYPSUM BOARD, GENERAL

- A. Gypsum Board Application and Finishing Standards: Install and finish gypsum panels to comply with ASTM C 840 and GA-216.
- B. Install sound-attenuation blankets, where indicated, prior to installing gypsum panels unless blankets are readily installed after panels have been installed on one side.
- C. Install gypsum panels with face side out. Do not install imperfect, damaged, or damp panels.

Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.

- D. Locate both edge or end joints over supports. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Avoid joints other than control joints at corners of framed openings where possible.
- E. Attach gypsum panels to steel studs so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- F. Attach gypsum panels to framing provided at openings and cutouts.
- G. Seal construction at perimeters, behind control and expansion joints, openings, and penetrations with a continuous bead of acoustical sealant including a bead at both faces of the partitions. Comply with ASTM C 919 and manufacturer's recommendations for location of edge trim and closing off sound-flanking paths around or through gypsum board assemblies, including sealing partitions above acoustical ceilings.
- H. Space fasteners in gypsum panels according to referenced gypsum board application and finishing standard and manufacturer's recommendations.

3.4 GYPSUM BOARD APPLICATION METHODS

- A. Single-Layer Application: Install gypsum wallboard panels as follows:
 - 3. On partitions/walls, apply gypsum panels horizontally (perpendicular to framing), unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
 - a. Stagger abutting end joints not less than one framing member in alternate courses of board.
- D. Multilayer Application on Partitions/Walls: Apply gypsum board indicated for base layers and face layers vertically (parallel to framing) with joints of base layers located over stud or furring member and face-layer joints offset at least one stud or furring member with base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly. Stagger joints on opposite sides of partitions.
- E. Single-Layer Fastening Methods: Apply gypsum panels to supports with steel drill screws.
- F. Multilayer Fastening Methods: Fasten base layers and face layers separately to supports with screws.

3.5 3.6 INSTALLING TRIM ACCESSORIES

- A. General: For trim accessories with back flanges, fasten to framing with the same fasteners used to fasten gypsum board. Otherwise, fasten trim accessories according to accessory manufacturer's directions for type, length, and spacing of fasteners.
- B. Install cornerbead at external corners.

- C. Install edge trim where edge of gypsum panels would otherwise be exposed. Provide edge trim type with face flange formed to receive joint compound, except where other types are indicated.
 - 1. Install LC-bead where gypsum panels are tightly abutted to other construction and back flange can be attached to framing or supporting substrate.
 - 2. Install L-bead where edge trim can only be installed after gypsum panels are installed.
 - 3. Install J-bead where indicated.

3.7 FINISHING GYPSUM BOARD ASSEMBLIES

- A. General: Treat gypsum board joints, interior angles, flanges of cornerbead, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration.
- B. Pre-fill open joints, rounded or beveled edges, and damaged areas using setting-type joint compound.
- C. Apply joint tape over gypsum board joints, except those with trim accessories having flanges not requiring tape.
- D. Use the following joint compound combination as applicable to the finish levels specified:
 - 1. Embedding and First Coat: Ready-mixed, drying-type, all-purpose or taping compound.
Fill (Second) Coat: Ready-mixed, drying-type, all-purpose or topping compound. Finish (Third) Coat: Ready-mixed, drying-type, all-purpose or topping compound.

3.8 CLEANING AND PROTECTION

- A. Promptly remove any residual joint compound from adjacent surfaces.
- B. Provide final protection and maintain conditions, in a manner acceptable to Installer, that ensure gypsum board assemblies are without damage or deterioration at the time of Substantial Completion.

METHOD OF MEASUREMENT AND PAYMENT

Payment will be made by lump sum.

END OF SECTION 092900

SECTION 093013 - CERAMIC TILE – ITEM E

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Glazed wall tile.
- B. Related Requirements:
 - 1. Section 049250 "Brick Masonry Restoration" for riser S25 at stair Y on 5th. Floor and steam chase wall restoration in multiple locations and for masonry installed to restore steam chase walls.
 - 2. Section 055000 "Miscellaneous Metal Fabrications" for steel sleeve at each new access door set in masonry wall.
 - 3. Section 092100 "gypsum plaster Finish Coat Plasters" for restoring steam chase walls finish.
 - 4. Section 079200 "Joint Sealants" for sealing of expansion, contraction, control, and isolation joints in tile surfaces.

1.3 DEFINITIONS

- A. General: Definitions in the ANSI A108 series of tile installation standards and in ANSI A137.1 apply to Work of this Section unless otherwise specified.
- B. ANSI A108 Series: ANSI A108.01, ANSI A108.02, ANSI A108.1A, ANSI A108.1B, ANSI A108.1C, ANSI A108.4, ANSI A108.5, ANSI A108.6, ANSI A108.8, ANSI A108.9, ANSI A108.10, ANSI A108.11, ANSI A108.12, ANSI A108.13, ANSI A108.14, ANSI A108.15, ANSI A108.16, and ANSI A108.17, which are contained in its "Specifications for Installation of Ceramic Tile."

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at **Project site**.
 - 1. Review requirements in ANSI A108.01 for substrates and for preparation by other trades.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Sustainable Design Submittals:
 - 1. Product Data: For adhesives, indicating VOC content.
 - 2. Laboratory Test Reports: For adhesives, indicating compliance with requirements for low-emitting materials.
 - 3. Laboratory Test Reports: For sealers, indicating compliance with requirements for low-emitting materials.
- C. Samples for Initial Selection: For tile, grout, and accessories involving color selection.
- D. Samples for Verification:
 - 1. Full-size units of each type and composition of tile and for each color and finish required, as required if tiles are missing after removal.
 - 2. Full-size units of each type of trim and accessory as required if tiles are missing after removal..

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Certificates: For each type of product.
- C. Product Test Reports: For tile-setting and -grouting products.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications:
 - 1. Installer employs **installers recognized by the U.S. Department of Labor as Journeyman Tile Layers.**
- B. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Build mockup of **each type of** wall tile installation.
 - 2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use. Comply with requirements in ANSI A137.1 for labeling tile packages.
- B. Store tile and cementitious materials on elevated platforms, under cover, and in a dry location.

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- C. Store aggregates where grading and other required characteristics can be maintained and contamination can be avoided.
- D. Store liquid materials in unopened containers and protected from freezing.

1.9 FIELD CONDITIONS

- A. Environmental Limitations: Do not install tile until construction in spaces is complete and ambient temperature and humidity conditions are maintained at the levels indicated in referenced standards and manufacturer's written instructions.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations for Tile: Obtain **tile of each type and color or finish** from single source or producer.
 - 1. Obtain tile of each type and color or finish from same production run and of consistent quality in appearance and physical properties for each contiguous area.
- B. Source Limitations for Setting and Grouting Materials: Obtain ingredients of a uniform quality for each mortar, adhesive, and grout component from single manufacturer and each aggregate from single source or producer.
 - 1. Obtain setting and grouting materials, except for unmodified Portland cement and aggregate, from single manufacturer.
- C. Source Limitations for Other Products: Obtain each of the following products specified in this Section from a single manufacturer:

2.2 PRODUCTS, GENERAL

- A. ANSI Ceramic Tile Standard: Provide tile that complies with ANSI A137.1 for types, compositions, and other characteristics indicated.
- B. ANSI Standards for Tile Installation Materials: Provide materials complying with ANSI A108.02, ANSI standards referenced in other Part 2 articles, ANSI standards referenced by TCNA installation methods specified in tile installation schedules, and other requirements specified.

2.3 TILE PRODUCTS

- A. Ceramic Tile: Glazed wall tile and trim.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

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- a. American Marazzi Tile, Inc.
 - b. American Olean; a division of Dal-Tile Corporation.
 - c. Daltile.
 - d. Grupo Porcelanite.
 - e. Jeffrey Court Inc.
 - f. Seneca Tiles, Inc.
 2. Install new field tile on steam pipe chase wall at 5th. Floor Restrooms.
 3. Remove, salvage and Reinstall existing glazed ceramic bullnose tile trim.
 4. If material for item B above cannot be salvaged replace with new to match existing.
 5. Field Tile Size: 4-1/4" X 4-1/4"
 6. Thickness: verify in field.
 7. Face: match existing.
 8. Finish: match existing.
 9. Tile Color and Pattern: yellow to match existing.
 10. Grout Color: to match existing.
 11. Trim Units: Provide shapes as follows, selected from manufacturer's standard shapes:
 - a. Cove Base: existing **6 by 5-5/8 inches.**
 - b. Wainscot Cap: Ceramic bullnose wall cap, 6 x 2 inches.
 - c. Outside Corners: curved, 3/4 in. radius plus or minus, verify in field.
 - d. Internal Corners: curved, 3/8 in. radius plus or minus, verify in field.
- B. Glazed Ceramic Tile Trim. Reuse material from partial demolition in same location if material is to remain whole, un chipped, unaltered and will perform as existing adjacent to remain.
1. Choice of careful demolition or new material at contractors expense and subject to a proper installation that will complement existing work.
- C. All conditions described in this specification for reference only. Contractor shall survey existing conditions and determine all details.

2.4 SETTING MATERIALS

- A. Water-Cleanable, Tile-Setting Epoxy: ANSI A118.3.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Atlas Minerals & Chemicals, Inc.
 - b. Bonsal American, an Oldcastle company.
 - c. Bostik, Inc.
 - d. C-Cure.
 - e. Custom Building Products.
 - f. H.B. Fuller Construction Products Inc. / TEC.
 - g. Jamo Inc.
 - h. LATICRETE SUPERCAP, LLC.
 - i. MAPEI Corporation.
 - j. Merkrete by Parex USA, Inc.
 - k. Southern Grouts & Mortars, Inc.
 - l. Summitville Tiles, Inc.

2. Adhesives shall have a VOC content of **65 g/L** or less.
3. Adhesive shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
4. Provide product capable of withstanding continuous and intermittent exposure to temperatures of up to **140 and 212 deg F (60 and 100 deg C)**, respectively, and certified by manufacturer for intended use.

2.5 GROUT MATERIALS

A. Water-Cleanable Epoxy Grout: ANSI A118.3, **with a VOC content of 65 g/L or less.**

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. ARDEX Americas.
 - b. Atlas Minerals & Chemicals, Inc.
 - c. Boiardi Products Corporation; a QEP company.
 - d. Bonsal American, an Oldcastle company.
 - e. Bostik, Inc.
 - f. C-Cure.
 - g. Custom Building Products.
 - h. H.B. Fuller Construction Products Inc. / TEC.
 - i. Jamo Inc.
 - j. LATICRETE SUPERCAP, LLC.
 - k. MAPEI Corporation.
 - l. Merkrete by Parex USA, Inc.
 - m. Sauereisen.
 - n. Southern Grouts & Mortars, Inc.
 - o. Summitville Tiles, Inc.
 - p. **<Insert manufacturer's name>.**
2. Provide product capable of withstanding continuous and intermittent exposure to temperatures of up to **140 and 212 deg F (60 and 100 deg C)**, respectively, and certified by manufacturer for intended use.

2.6 MISCELLANEOUS MATERIALS

- A. Trowelable Underlayments and Patching Compounds: Latex-modified, portland cement-based formulation provided or approved by manufacturer of tile-setting materials for installations indicated.
- B. Tile Cleaner: A neutral cleaner capable of removing soil and residue without harming tile and grout surfaces, specifically approved for materials and installations indicated by tile and grout manufacturers.

2.7 MIXING MORTARS AND GROUT

- A. Mix mortars and grouts to comply with referenced standards and mortar and grout manufacturers' written instructions.
- B. Add materials, water, and additives in accurate proportions.
- C. Obtain and use type of mixing equipment, mixer speeds, mixing containers, mixing time, and other procedures to produce mortars and grouts of uniform quality with optimum performance characteristics for installations indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions where tile will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
 - 1. Verify that substrates for setting tile are firm; dry; clean; free of coatings that are incompatible with tile-setting materials, including curing compounds and other substances that contain soap, wax, oil, or silicone; and comply with flatness tolerances required by ANSI A108.01 for installations indicated.
 - 2. Verify that installation of grounds, anchors, recessed frames, electrical and mechanical units of work, and similar items located in or behind tile has been completed.
 - 3. Verify that joints and cracks in tile substrates are coordinated with tile joint locations; if not coordinated, adjust joint locations in consultation with Architect.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 CERAMIC TILE INSTALLATION

- A. Comply with TCNA's "Handbook for Ceramic, Glass, and Stone Tile Installation" for TCNA installation methods specified in tile installation schedules. Comply with parts of the ANSI A108 series "Specifications for Installation of Ceramic Tile" that are referenced in TCNA installation methods, specified in tile installation schedules, and apply to types of setting and grouting materials used.
- B. Extend tile work into recesses and under or behind equipment and fixtures to form complete covering without interruptions unless otherwise indicated. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.
- C. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.
- D. Provide manufacturer's standard trim shapes where necessary to eliminate exposed tile edges.

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- E. Where accent tile differs in thickness from field tile, vary setting-bed thickness so that tiles are flush.
- F. Jointing Pattern: Lay tile in grid pattern aligned with existing. Provide uniform joint widths.
 - 1. Where adjoining tiles on floor, base, walls, or trim are specified or indicated to be same size, align joints.
- G. Joint Widths: to match existing.
- H. Lay out tile wainscots to next full tile beyond dimensions indicated.

3.3 ADJUSTING AND CLEANING

- A. Remove and replace tile that is damaged or that does not match adjoining tile. Provide new matching units, installed as specified and in a manner to eliminate evidence of replacement.
- B. Cleaning: On completion of placement and grouting, clean all ceramic tile surfaces so they are free of foreign matter.
 - 1. Remove grout residue from tile as soon as possible.
 - 2. Clean grout smears and haze from tile according to tile and grout manufacturer's written instructions but no sooner than 10 days after installation. Use only cleaners recommended by tile and grout manufacturers and only after determining that cleaners are safe to use by testing on samples of tile and other surfaces to be cleaned. Protect metal surfaces and plumbing fixtures from effects of cleaning. Flush surfaces with clean water before and after cleaning.

3.4 PROTECTION

- A. Protect installed tile work with kraft paper or other heavy covering during construction period to prevent staining, damage, and wear. If recommended by tile manufacturer, apply coat of neutral protective cleaner to completed tile walls and floors.
- B. Prohibit foot and wheel traffic from tiled floors for at least seven days after grouting is completed.
- C. Before final inspection, remove protective coverings and rinse neutral protective cleaner from tile surfaces.

METHOD OF MEASUREMENT AND PAYMENT

Payment will be made by lump sum.

END OF SECTION 093013

SECTION 099100 – PAINTING – ITEM E

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Information for Bidders, General Clauses and Special Clauses, apply to this Section.

1.2 SUMMARY

- A. This Section includes surface preparation and field painting of the following:
 - 1. Restored drywall steam pipe chase enclosures.
 - 2. Restored plaster on masonry steam pipe chase enclosures.
- B. Paint shall extend floor to ceiling for walls that are less than 6 feet in length, i.e.: column and chase enclosures, corner fillers. All surfaces of enclosure, corner filler shall be painted. Where access door occurs in a wall longer than 6 feet only renovated portion shall be painted. Colors shall match existing conditions in all cases. Contractor shall provide samples for architect's approval prior to ordering paint.
- C. Paint exposed surfaces, except where the drawings, specifications, or paint schedules indicate that a surface or material is not to be painted or is to remain natural. If the drawings, specifications, or paint schedules do not specifically mention an item or a surface, paint the item or surface the same as similar adjacent materials or surfaces whether or not schedules indicate colors. If the schedules do not indicate color or finish, the Architect will select from standard colors and finishes available.
- D. Related Sections include the following:
 - 1. Division 09 Section "Gypsum Board".
 - 2. Division 09 Section "Plaster".

1.3 DEFINITIONS

- A. General: Standard coating terms defined in ASTM D 16 apply to this Section.
 - 1. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85-degree meter.
 - 2. Eggshell refers to low-sheen finish with a gloss range between 5 and 20 when measured at a 60-degree meter.
 - 3. Satin refers to low-sheen finish with a gloss range between 15 and 35 when measured at a 60-degree meter.
 - 4. Semigloss refers to medium-sheen finish with a gloss range between 30 and 65 when measured at a 60-degree meter.

5. Full gloss refers to high-sheen finish with a gloss range more than 65 when measured at a 60-degree meter.

1.4 SUBMITTALS

- A. Product Data: For each paint system specified.
 1. Material List: Provide an inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
 2. Manufacturer's Information: Provide manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material proposed for use.
 3. Certification by the manufacturer that products supplied comply with local regulations controlling use of volatile organic compounds (VOCs).
- B. Samples for Initial Selection: Manufacturer's color charts showing the full range of colors available for each type of finish-coat material indicated.
- C. Samples for verification: large-letter size samples of each and all paints and colors.
- D. Qualification Data: For firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- E. LEED Submittals:
 1. Product Data for Credit EQ 4.2: For paints and coatings, including printed statement of VOC content.
 2. Laboratory Test Reports for Credit EQ 4: For paints and coatings, documentation indicating that they meet the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

1.5 QUALITY ASSURANCE

- A. Applicator Qualifications: Engage an experienced applicator who has completed painting system applications similar in material and extent to that indicated for this Project with a record of successful in-service performance.
- B. Source Limitations: Obtain primers, and undercoat materials for each coating system from the same manufacturer as the finish coats.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the Project Site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label, and the following information:
 1. Product name or title of material.

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2. Product description (generic classification or binder type).
3. Manufacturer's stock number and date of manufacture.
4. Contents by volume, for pigment and vehicle constituents.
5. Thinning instructions.
6. Application instructions.
7. Color name and number.
8. VOC content.

B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F. Maintain containers used in storage in a clean condition, free of foreign materials and residue.

1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

1.7 PROJECT CONDITIONS

- A. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 and 90 deg F.
- B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 and 95 deg F.

1.8 EXTRA MATERIALS

- A. Furnish extra paint materials from the same production run as the materials applied in the quantities described below. Package paint materials in unopened, factory-sealed containers for storage and identify with labels describing contents. Deliver extra materials to the Owner.
 1. Quantity: Furnish the Owner with an additional 5 percent, but not less than 2 gal. or 1 case, as appropriate, of each material and color applied.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the products in the finish schedules, or approved equal. Underlined name indicates manufacturer specified herein for the purpose of establishing a standard of quality.
 1. Manufacturers Names:
 - a. Benjamin Moore & Co.
 - b. Glidden Professional
 - c. Sherwin Williams

2.2 PAINT MATERIALS, GENERAL

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- A. Material Compatibility: Provide primers, undercoats, and finish-coat materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
- C. Colors: Contractor to submit manufacturer full range color samples for architect to choose from.
- D. Paint Criteria:
 - 1. For architectural paints, coatings and primers applied to interior walls and ceilings: do not exceed the VOC content limits established in Green Seal Standard GS-11, paints, First Edition, May 20, 1993: Flats: 50g/L, Non-flats: 150 g/L.
 - 2. For anti-corrosive and anti-rust paints applied to interior metal substrates: do not exceed the VOC contents limit of 250 g/L established in Green Seal Standard GC-03, Anti-Corrosive Paints, Second Edition, January 7, 1997.
 - 3. For clear wood finishes, floor coatings, stains, and shellacs applied to interior elements: Do not exceed the VOC content limits established in south coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, rules in effect on January 1, 2004:

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with the Applicator present, under which painting will be performed for compliance with paint application requirements.
 - 1. Do not begin to apply paint until unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
- B. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
 - 1. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.
- C. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
 - 1. Notify the Architect about anticipated problems using the materials specified over substrates primed by others.

3.2 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical

or impossible because of the size or weight of the item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
- B. Cleaning: Before applying paint or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease before cleaning.
 1. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- C. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.
- D. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer but not less than the following: SSPC-SP2 "Hand Tool Cleaning."
 1. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- E. Materials Preparation: Mix and prepare paint materials according to manufacturer's written instructions.
 1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
 2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
 3. Use only thinners approved by paint manufacturer and only within recommended limits.

3.3 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
 1. Paint colors, surface treatments, and finishes are indicated in the schedules.
 2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
 3. Provide finish coats that are compatible with primers used.
 4. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, convactor covers, covers for finned-tube radiation, grilles, and similar components are in place. Extend coatings in these areas, as required, to maintain the system integrity and provide desired protection.
 5. Finish doors on tops, bottoms, and side edges the same as exterior faces.
- B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

1. The number of coats and the film thickness required are the same regardless of application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
 2. Omit primer on metal surfaces that have been shop primed and touchup painted.
 3. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
 4. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat of paint does not cause the undercoat to lift or lose adhesion.
- C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
1. Brushes: Use brushes best suited for the type of material applied. Use brush of appropriate size for the surface or item being painted.
 2. Rollers: Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by the manufacturer for the material and texture required.
- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.
- E. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn through or other defects due to insufficient sealing.
- F. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- G. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.
- 3.4 CLEANING AND PROTECTION
- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
 - B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

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1. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
2. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.5 INTERIOR PAINT SCHEDULE

- A. New gypsum board and restored plaster finish of steam pipe chase walls: Interior Acrylic Latex Eggshell.
 1. Primer: 1 coat Benjamin Moore Natura Premium Interior Primer 511 by.
 2. Finish: 2 coats Benjamin Moore Natura Premium Interior Paint Eggshell Finish 513.
 3. Color: match adjacent existing color, contractor shall submit samples for verification for each different condition.

METHOD OF MEASUREMENT AND PAYMENT

Payment will be made by lump sum.

END OF SECTION 099100

ITEM SUMMARY

PART 1 - GENERAL

1.1 **PROJECT OUTLINE:**

A. The base bid of this contract is broken into 5 lump sum items:

1. **UNDER ITEM-A**
THE CONTRACTOR SHALL PROVIDE, MATERIALS, AND EQUIPMENT NECESSARY TO PROVIDE EXPANSION JOINT REPLACEMENT, INSULATING AND TESTING. CONTACTOR SHALL DEMOLISH AND REMOVE EXISTING EXPANSION JOINT AND ENOUGH PIPING TO ACCOMMODATE NEW EXPANSION JOINT. CONTACTOR SHALL THREAD OR WELD AS NEEDED TO INSTALL NEW EXPANSION JOINT. CONTRACTOR SHALL INSULATE ALL PIPING UP TO UNION WITH STANDARD PIPING INSULATION. EXPANSION JOINT SHALL BE WRAPPED IN BLANKET INSULATION. TESTING OF EXPANSION JOINT WITH LIVE STEAM SHALL BE DONE UNDER THIS ITEM AS SHOWN ON DWGS AND SPECS.
2. **UNDER ITEM-B**
THE CONTRACTOR SHALL PROVIDE, MATERIALS, AND EQUIPMENT NECESSARY TO PROVIDE CONTROL VALVE ASSEMBLIES, NEW STEAM TRAPS AND ALL ASSOCIATED TESTING. CONTACTOR SHALL DEMOLISH AND REMOVE EXISTING VALVES AND TRAPS. CONTRACTOR SHALL MOUNT REMOTE SENSORS. CONTRACTOR SHALL REMOVE AND REPLACE EXISTING RADIATOR COVERS AS REQUIRED. TESTING OF RADIATOR VALVES AND TRAPS SHALL BE DONE WITH LIVE STEAM SHALL BE DONE UNDER THIS ITEM AS SHOWN ON DWGS AND SPECS.
3. **UNDER ITEM-C**
THE CONTRACTOR SHALL PROVIDE, MATERIALS, AND EQUIPMENT NECESSARY TO PROVIDE FOR DISASSEMBLY, MOVING & REASSEMBLY OF ALL FURNITURE/PARTITIONS AS REQUIRED TO PERFORM ALL WORK ITEMS AND FINAL CLEANUP.
4. **UNDER ITEM-D**
THE CONTRACTOR SHALL PROVIDE, MATERIALS, AND EQUIPMENT NECESSARY TO PROVIDE ALL ABATEMENT INCLUDING SELECTIVE DEMO OF ENCLOSURES, AND ACCESS PANELS CONTAINING LEAD PAINT, LEGALLY AS SHOWN ON DWGS AND SPECS.
5. **UNDER ITEM-E**
THE CONTRACTOR SHALL PROVIDE, MATERIALS, AND EQUIPMENT NECESSARY TO PROVIDE ALL ARCHITECTURAL RESTORATION WORK AS SHOWN ON DWGS AND SPECS.

1.2 **SYSTEM BACKGROUND**

A. The Michaelian Office Building perimeter radiation is a 2-pipe down-feed steam system zoned into 5 sections (North, South, East, West and Bathrooms). The building is 9 stories with a basement below the entire square footage. Bellow the center of the building is a sub-basement.

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Above the center of the building...a penthouse. There are approximately 46 supply and 46 return risers supplying 85+/- radiators on each of 10 floors (incl. Basement).

- B. The down-feed steam supply and condensate return risers terminate in a basement trench where they drip to 2-separate mains that carry condensate back to the sub-basement vacuum pumps before getting pumped back to the courthouse boilers.
- C. There are shutoff valves concealed in the ninth floor ceiling and shutoff valves in the basement trenches for each riser.
- D. Most risers are supported with anchors at the 2nd and 7th floors with expansion joints on the 5th floor. There are some which are supported on the 3rd and 9th floors with expansion joints located on the 7th floors.
- E. Risers range in size from $\frac{3}{4}$ " to 2-1/2" schedule 40/80 black steel.
- F. Expansion joints are located in fire-rated terracotta enclosures behind access panels. Access panels are insufficient to remove and replace expansion joints. Access panels will also have to be replaced with new.
- G. Steam piping is insulated with asbestos containing material.

1.3 BASE BID ITEM A (EXPANSION JOINT REPLACEMENT)

- A. Contractor shall perform the following tasks as required to perform work on expansion joints.
 - 1. Contractor shall demo existing, and install new, expansion joints located in chases on 4th, 5th and 7th floors.
 - 2. Cut existing pipe to accommodate new longer expansion joints and welding or threading new sections to accommodate flanged and threaded models of sizes ranging from $\frac{3}{4}$ " to 2 $\frac{1}{2}$ ".
 - 3. Prepare existing piping to receive new expansion joint and then install expansion joints with unions on either side for sizes smaller than 2-1/2". Expansion joints 2-1/2" and larger shall be flanged type.
 - 4. Contractor shall refer to Contract Drawings for details on new pipe chases and associated pipe sizes.
 - 5. Contactor is responsible for tie-in and testing. Contractor is responsible to furnish and install new pipe, pipe fittings, expansion joints, and any additional materials needed for a complete and successful install.
 - 6. Remove, clean and reinstall radiator covers where covers exist.
 - 7. Contractor shall replace abated insulation with new insulation according to these specifications.
 - 8. All associated work.
 - 9. Test new installation prior to any restoration work.

1.4 BASE BID ITEM B (RADIATOR CONTROL VALVE AND STEAM TRAP REPLACEMENT)

A. REPLACE EXISTING RADIATOR VALVES AND STEAM TRAPS

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1. Contractor shall remove and replace steam radiator control valves, traps and piping as described. Contractor shall mount sensor elements in field as required in a location most indicative of the space set-point temperature.
2. Move radiator cover as required.
3. Replace existing radiator valve with new tamper resistant thermostatic valve and remote mounted sensor. New valve shall be sized to match existing piping. Valves shall be suitable for angle, straight or vertical type installation. Coordinate exact type in field. (Typical for all valves)
4. Install new thermostatic sensor next to radiator on wall. Coordinate sensing tube routing in field. Mount tube using clips (Typical).
5. Replace existing thermostatic radiator steam trap with new. New trap shall be sized to match existing piping. Traps shall be suitable for angle, straight or vertical type installation. Coordinate exact type in field (Typical for all traps)
6. Provide all required pipe nipples, unions, fittings etc. for a complete installation.
7. All associated work.
8. Test new installation prior to any restoration work.

1.5 BASE BID ITEM C: DISASSEMBLY, MOVING AND REASSEMBLY AND CLEANING

- A. Dismantle and temporarily relocate system furniture, Partitions etc. components as required.
- B. Relocate office furniture, partitions etc. as required to perform replacement work.
- C. Electrical power to cubicles can be removed section by section. Telephone and data cable shall be removed from all necessary portions of furniture to allow the removal of said panels as required by the work.
- D. Where furniture or partitions need to be moved out of the way for access to work area or protection of existing property, and replaced back to its original location, it shall be paid for under this item.
- E. Where furniture or partitions need to be disassembled/reassembled, disconnected/reconnected, it shall be paid for under this item.
- F. Return furniture to its original location (Typical).
- G. Clean and disinfect all surfaces.

1.6 BASE BID ITEM D: GENERAL SUMMARY OF ASBESTOS AND LEAD RELATED WORK:

- A. Contractor is responsible for ALL Abatement.
1. Asbestos and Lead are present in the work area.
 2. Contractor shall abate all areas of piping insulation exposed as part of the scope as defined on these dwgs.
 3. The Contractor will be allowed access to the building for performing Asbestos Abatement Work – 24 Hours / 7 Days including weekends as long as ample notice is given (minimum 7 days in advance).

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4. Asbestos insulation resides on the piping up to the existing expansion joints where expansion joints are called to be replaced. Pipe Insulation shall be abated 1.5 feet beyond piping replacement above and below.
 - B. Third Party monitoring will be required. Turnaround time for receiving air sample results will be 6 hours.
 - C. Demolition of wall at expansion joint as well as all welding has to be performed within NYSDOL regulated containment.
 - D. Remote waste decontamination unit can be left in place and will be located in driveway with access from Martine Ave at the northwest corner of the building.
 - E. Location of interior decontamination units are shown on drawings. There are 2 men's bathrooms on the 5th floor and 2 ladies' rooms on the 7th floor. Only one bathroom may be used at a time per floor. The Contractor shall use the bathroom nearest area of work. At no time will it be acceptable for less than one Ladies or less than one Men's room to be available to building occupants.
- 1.7 BASE BID ITEM E: ALL ARCHITECTURAL RESTORATION (SEE ARCHITECTURAL SHEETS AND SPECIFICATION SECTIONS)
- A. Enlarge opening in marble finished walls to replace expansion joints and their access panels.
 - B. Restore Enclosures according to Architectural Drawings & Specs.
 - C. Paint wall as required to match existing color.
 - D. All access doors need to be replaced. Install access door with frame and patch wall around access door as required (typical).
- 1.8 COORDINATION
- A. Contractor is responsible for walking the site and determining the amount of work needed to move all furniture, desks, shelves and cabinets as required in order to execute the scope of work laid out on the contract drawings. Contractor will be expected to coordinate with the construction manager, the work schedule with occupants at least 72 hours prior to work being done so that existing area occupants can remove their belongings.
 - B. All work must be completed, tested and put back in service prior to the heating season, which is October 15, 2022.
- 1.9 GENERAL SUMMARY OF WORK HOURS:
- A. See Drawing Set for scheduling plan and notes.

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1.10 SAFETY SUMMARY FOR PERFORMING WORK.

- A. Contractor shall follow all provisions for safe work defined in information for bidders, general clauses; as well as, all federal, state, local, New York State Building Codes, and Building Specific safety procedures. Contractor shall follow OSHA guidelines and applicable federal guidelines for all work performed at heights, upon scaffolding, ladders or upon false work. Procedures for lock-out tag out shall be followed.
- B. Contractor responsible for work area partitions, warning signs, safety barricades, safety personnel, etc needed for preventing occupant access to work areas and safe passage of occupants thru work area on these floors. Contractor shall clean up the work area daily and ensure all work tools are locked/stored in designated areas as directed by building personnel. Contractor shall coordinate all work with Project Manager.
- C. Prior to proceeding with the work, Contractor shall hold a safety meeting with the Project Manager to review work plan for the different areas. At this meeting the contractor shall detail work area partitioning and methods used to ensure occupant safety. Contractor shall only proceed with work after obtaining approval from Project Manager.
- D. Refer to additional notes on Contract Drawings.

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SECTION 230000 – GENERAL PROVISIONS FOR MECHANICAL WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. This Section shall be coordinated with and is complementary to the General Conditions, Information for Bidders, General Clauses and Special Clauses.
- B. Where items of the General Conditions are repeated in this Section of the Specifications, it is intended to qualify or to call particular attention to them; it is not intended that any other parts of the General Conditions shall be assumed to be omitted if not repeated herein.
- C. This Section applies equally and specifically to all Contractors and Subcontractors supplying labor and/or equipment and/or materials as required under the Heating, Ventilating and Air Conditioning, Sections of the Specifications.

1.2 DEFINITIONS

- A. "The Contractor" or "Each Contractor" means specifically, the Contractor or Subcontractor working under his respective Section (Heating, Ventilating and Air Conditioning, Plumbing, or Electrical) of this Specification.
- B. "Provide" means to supply, erect, install, and connect up in complete readiness for regular operation, the particular work referred to.
- C. "Furnish" means to supply and deliver to the job.
- D. "Piping" includes, in addition to pipe, all fittings, valves, hangers, and other accessories related to such piping.
- E. "Concealed" means hidden sight as in chases, furred spaces shafts, hung ceilings, or embedded in construction.
- F. "Exposed" means, "not concealed" as defined above. Work in trenches, crawl spaces, and tunnels shall be considered "concealed" unless otherwise specifically noted.
- G. "Approved equal" means any equipment or material which, in the opinion of the Engineer, is equal in quality, durability, appearance, strength, design, performance, physical dimension, and arrangement to the equipment of material specified, and will function adequately in accordance with the general design.
- H. "Governmental" means all municipal, state and federal governmental agencies.
- I. Where any device or part of equipment is herein referred to in the singular number (such as "the pump"), such reference shall be deemed to apply to as many such devices as are required to complete the installation as shown on the Drawings.

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1.3 CODES AND STANDARDS

- A. BOCA Basic Building Code, Basic National Mechanical Code, Energy Conservation Code
- B. N.Y. State Uniform Fire Prevention and Building Code, Plumbing Code, Mechanical Code, Fuel Gas Code.
- C. NFPA National Fire Protection Association
- D. ASME American Society of Mechanical Engineers
- E. ANSI American National Standards Institute
- F. ASTM American Society for Testing Materials
- G. AWWA American Water Works Association
- H. IBR Institute of Boiler and Radiator Manufacturers
- I. NEMA National Electrical Manufacturers Association
- J. ASHRAE American Society of Heating, Refrigeration and Air Condition Engineers.
- K. SMACNA Sheet Metal and Air Conditioning Contractors National Association, Inc.
- L. ARI Air Conditioning and Refrigeration Institute
- M. AMCA Air Moving and Conditioning Association
- N. ADC Air Diffusion Council
- O. AABC Associated Air Balance Council
- P. National Standard Plumbing Code with all Amendments
- Q. Local Water Company Rules and Regulations
- R. NFPA 90A Air Conditioning and Ventilation Systems

1.4 INTENT

- A. It is the intention of the Specifications and Drawings to call for finished Work, tested, and ready for operation. All materials, equipment, and apparatus shall be new and of first class quality.
- B. Any apparatus, appliance, material, or work not shown on Drawings, but mentioned in the Specifications, or vice versa, or any incidental accessories, or minor details not shown but necessary to make the work complete and perfect in all respects and ready for operation, even if not particularly specified, shall be provided without additional expense to the Owner.

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1.5 LAWS, ORDINANCES, PERMITS AND FEES

- A. Give all necessary notices, obtain all permits and pay all governmental taxes, fees, and other costs in connection with the work; file all necessary plans, prepare all documents, and obtain all necessary approvals of all governmental departments having jurisdiction; obtain all required certificates of Inspection for the work and deliver to the Engineer before request for acceptance and final payment for the work.
- B. Include in the work, without extra cost to the Owner, any labor, materials, services, apparatus, drawings, (in addition to Contract Drawings and Documents) in order to comply with all applicable laws, ordinances, rules and regulations, whether or not shown on Drawings and/or specified.
- C. All materials furnished and all work installed shall comply with the rules and recommendations of the National Fire Protection Association, with all requirements of local utility companies, with the recommendations of the fire insurance rating organization having jurisdiction, and with the requirements of all governmental departments having jurisdiction, including New York State Health Code.

1.6 INTERPRETATION OF CONTRACT DRAWINGS

- A. The Drawings are generally diagrammatic and are intended to convey the scope of Work and indicate general arrangement of equipment, piping, and fixtures.
- B. The locations of all items shown on the Drawings or called for in the Specifications that are not definitely fixed by dimensions are approximate only. The exact locations necessary to secure the best conditions and results must be determined at the project and shall have the approval of the Engineer before being installed. Do not scale Drawings.
- C. Follow Drawings in laying out work and check Drawings of other trades to verify spaces in which work will be installed. Maintain maximum headroom and space conditions at all points. Where headroom and space conditions appear inadequate, Engineer shall be notified before proceeding with installation.
- D. If directed by the Engineer, without extra charge, make reasonable modifications in the layout as needed to prevent conflict with work of other trades or for proper execution of the work.
- E. Piping connected to equipment may require different size connection than indicated on drawings. The contractor shall provide transition fittings at connection to equipment.

1.7 PRE-BID ASSESSMENT OF EXISTING CONDITIONS~~VISITING THE SITE~~

- A. Before submitting the final proposal, examine the site of the proposed work to determine the existing conditions that may affect work. No extra money will be paid to contractor to correct any existing conditions to facilitate work unless it is stated in the contract documents.~~as this Section will be held responsible for any assumptions in regard thereto.~~

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1.8 ORGANIZATION OF WORK

- A. The work throughout shall be executed in the best and most thorough manner under the direction of and to the satisfaction of the Engineers, Owners and Project Coordinators, who will jointly interpret the meaning of the Drawings and Specifications, and shall have the power to reject any work and materials which, in the judgment, are not in full accordance therewith.
- B. The work called for under this Contract shall be carried on simultaneously with the work of other trades in a manner such as not to delay the overall progress of the work. Furnish promptly to other trades involved at the project, all information and measurements relating to the work which they may require. Cooperate with them in order to secure the harmony necessary in the interest of the project as a whole.
- C. Furnish and install all work as fast as possible to meet all construction schedules.
- D. Keep a competent superintendent in charge of the work at all times. Such superintendent shall be replaced if unsatisfactory to the Owner.
- E. Within thirty (30) days after award of contract submit five (5) copies of a preliminary list of major equipment, for approval, complete with name of manufacturer, dates of purchase orders, and delivery dates to the site. Also submit within thirty (30) days, five (5) copies of a preliminary schedule of installation of the various systems. This list shall be revised monthly and five (5) copies shall be submitted. The second submittal shall contain the names of manufacturers of scheduled equipment (with names, addresses, and telephone numbers of local representatives).
- F. Maintain a complete file of shop drawings at all times available to the Owner's representative.
- G. Where the work is to be installed in close proximity to work of other trades, or where there is evidence that the work is to interfere with work of other trades, assist in working out space conditions to make a satisfactory adjustment.
 - 1. If so directed by the Engineer, prepare composite working drawings and sections at a suitable scale not less than 3/8" = 1' 0" clearly showing how the work is to be installed in relation to the work of other trades. If the installation is made before coordinating with other trades, make all necessary changes in the work without extra charge to the Owner.
- H. Provide a "Logical Sequence Method" construction schedule for review prior to the start of any work. Update the construction schedule as required during the project.

1.9 EQUIPMENT AND MATERIALS

- A. Substitutions
 - ~~B-1.~~ Substitution of material and equipment of makes other than specifically named on the Drawings and in the Specifications will be subject to review by the Engineer. Contractor shall be responsible all costs associated with substitutions.
 - ~~C-2.~~ To receive consideration, requests for substitutions must be accompanied by documentary proof of equality and difference in price and delivery, if any, in the form of certified quotations from suppliers of both specified and proposed equipment. In case of a difference in price, the Owner shall receive in the form of a credit on all benefit of the difference in cost involved in any substitution.

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- D.3. The words "or approved equal" shall be understood to apply only to those items of equipment and material listed under the paragraph "List of Approved Manufacturers" or as otherwise indicated on the Drawings or in the Specifications.
- E.B. Within twenty (20) working days after the award and prior to the submission of any shop drawings for approval, a complete list of manufacturers shall be submitted to the Engineer for approval of all equipment and materials proposed for the work. No approvals will be rendered on shop drawings submitted before the complete list of manufacturers is approved.
- F.C. If material or equipment is installed before it is approved, and/or in the opinion of the Engineer the material or equipment does not meet the intent of the Drawings and Specifications, the removal and replacement shall be made at no extra cost to the Owner.
- G.D. The materials, workmanship, design, and arrangement of all work installed under the Contract shall be subject to the approval of the Engineer.
- H.E. If material or equipment is installed before it is approved, each trade installing same shall be liable for the removal and replacement at no extra charge to the Owner if, in the opinion of the Engineer, the material or equipment does not meet the intent of the Drawings and Specifications.
- I.F. The words "or approved equal" are understood to follow: The name of any manufacturer, vendor, equipment or materials. Any trade name, plate number, or catalog number; Any detailed description used to define equipment or material; except where otherwise indicated on the Drawings or in the Specifications.
- J.G. It is the intent of these Specifications that wherever a manufacturer of a product is specified, and the terms "other approved" or "or approved equal" are used, the substituted item must conform in all respects to the specified item. Consideration will not be given to claim that the substituted item meets the performance requirements with lesser construction (such as lesser heat exchange surface, etc.) Performance as delineated in schedules and in the Specifications shall be interpreted as minimum performance.
- K.H. All equipment and materials required for installation under these Specifications shall be new and without blemish or defect. All electrical equipment shall bear labels attesting to Underwriter's Laboratories approval. Where no specific indication as to the type or quality of the material or equipment is indicated, a first class standard article shall be furnished.
- L.I. Where it is proposed to use an item of equipment other than specified or detailed on the Drawings which requires any redesign of the structure, partitions, foundations, piping, or of any other part of the mechanical layout, all such redesign, and all new drawings and detailing required therefore shall, with the approval of the Engineer, be prepared at no additional cost to the Owner.
- M.J. Where such approved deviation requires a different quantity and arrangement of, piping, wiring, conduit, and equipment from that specified or indicated on the Drawings, with the approval of the Engineer, furnish and install any such , piping, structural supports, insulation, and any other additional equipment required by the system, at no additional cost to the Owner.
- N.K. All equipment of one type (such as vav's, diffusers, etc.) shall be the product of the same manufacturer.

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Q.L. Note that the approval of shop drawings or other information submitted in accordance with the requirements herein specified does not assure that the Engineer or any other Owner's representative attests to the dimensional accuracy or dimensional suitability of the material or equipment involved or the mechanical performance of equipment. Approval of shop drawings does not invalidate the Plans and Specifications if the shop drawings are in conflict with the Plans and Specifications.

P.M. SHOP DRAWINGS

1. Prior to delivery to job site, but sufficiently in advance of requirements necessary to allow Engineer ample time for review, submit for approval (5) copies of shop drawings of all equipment, materials, piping, and sleeves, etc., and further obtain written approval for same from the Engineer, before installing any of these items.
2. Shop drawings shall consist of manufacturer's certified scale drawings, cuts, or catalogs, including descriptive literature and complete certified characteristics of equipment, showing dimensions, capacity, code requirements, motor and drive testing, as indicated on the Drawings or Specifications.
3. Approval rendered on shop drawings shall not be considered as a guarantee of measurements or building conditions. Where drawings are approved, said approval does not in any way relieve responsibility, or necessity, of furnishing material or performing work as required by the Contract Drawings and Specifications.
4. Failure to submit shop drawings in ample time for checking shall not entitle an extension of Contract time, and no claim for extension by reason of such default will be allowed.
5. Prior to submission of shop drawings, thoroughly check each shop drawing, reject those not conforming to the Specifications, and indicate (by signature) that the shop drawings submitted meet Contract Requirements.
6. Incorporate a numbering system to help keep track of shop drawing submittals as follows:
HV.....HVAC shop drawings
P.....P shop drawings.
7. Label resubmitted shop drawings with a stamp indicating the submittal number, for example: SECOND SUBMISSION; THIRD SUBMISSION, etc. and send separate transmittals for each item being submitted so that one transmittal does not cover more than one specific item or group of items from one manufacturer.

Q.N. ALTERATIONS

1. When new work and alterations render equipment and piping useless, such equipment and piping when exposed to view, shall be removed and connections thereof to lines or ducts remaining shall be properly capped or plugged and left in construction. If construction, such as hung ceiling, furred beams, chase, etc., is opened up and removed during the course of the construction, the useless pipe therein shall be treated as though exposed to view. When required to accommodate new work, useless piping concealed in construction shall be treated as though exposed to view.
2. When existing piping systems, at points of connection to new work or in rerouting are found defective, such defective portions shall be removed and replaced with new materials without cost to the Owner.
3. Where alterations reveal piping, conduit circuits, wiring, and accessories that must necessarily remain in service, same shall be rerouted, replaced or altered as required to make same completely concealed in the new work at no additional cost to the Owner.
4. Cutting in existing building shall be done by each Contractor as approved by the Engineer. Rough patching shall be done by each Contractor. Finish patching, ceiling construction slabs by general contractor.

R.O. PIPE EXPANSION

1. All pipe connections shall be installed to allow for freedom of movement of the pipe during the expansion and contraction without proper anchors and guides shall be provided where necessary and/or when shown on the Drawings. Anchors and guides shall be subject to the approval of the Engineer.

S.P. SLEEVES, PIPE AND CONDUIT INSERTS AND ANCHOR BOLTS

1. Provide and assume responsibility for the location and maintenance in proper position of all sleeves, inserts, and anchor bolts required for the work. In the event that failure to do so requires cutting and patching of finished work, it shall be done without additional cost to the Owner.
2. All pipes and conduits passing through masonry walls or partitions shall be provided with sleeves having an internal diameter larger than the outside diameter of the pipe or insulation enclosing the pipe or conduit. Sleeves shall be Schedule 40 black steel pipe.
3. Sleeves through foundation walls shall be James B. Clow and Sons No. F 1430 or F 1435 cast iron wall sleeve with intermediate integral flange. Sleeves shall be set with ends flush with each face of wall. The space between sleeve and pipe shall be packed with oakum to within 2" of each face of the wall. The remaining space shall be packed and made watertight with a waterproof compound.
4. Sleeves through concrete floors or interior masonry walls shall be Schedule 40 black steel pipe, set flush with finished wall surfaces, but extended 1/2" above finished floors. The open sleeve space shall be packed with non-combustible materials.
5. Sleeves through non masonry partitions shall be 22 gauge galvanized sheet steel, set flush with finished surfaces of partitions.
6. Inserts shall be individual type of malleable iron construction with accommodation for removable nuts and threaded rods up to 3/4" diameter, permitting lateral adjustment, except as otherwise noted. Individual inserts shall be Grinnell Fig. 279 up to 5" pipe and conduit, Fig. 282.6" up to 8" pipe and conduit, Fig. 152 above 8" and up to 12" pipe and conduit. For figures 282 and 152, they shall come with an opening at the tip to allow reinforcing rods up to 1/2" diameter to be passed through the insert body. Rods shall extend a minimum of 4" on either side of the insert.
7. In general, all piping and conduit shall be supported from structural steel building members only or approved malleable steel inserts imbedded in concrete pours.
8. Where revisions are required and are approved, piping and conduit 3" and smaller may be supported at Intermediate Points by Phillips' 3/4" expansion bolts with lead shields, provided main supports are welded to structural steel and are not more than twenty feet on centers. Intermediate supports, for pipe 4" and larger shall be attached to concrete by means of 4" x 4" x 3/8" clip knee angles with 3/4" expansion bolt in shear and supporting rod at 90 degree from another bolt.
9. Piping 3" and smaller shall be supported from existing slab by "Phillips" 3/4 expansion bolts with lead shields. Piping 4" and larger shall be supported by means of 4" x 4" x 3/8" clip knee angle with 3/4" expansion bolts in shear and supporting rod at 90 degree from another bolt.
10. Where sleeves pass through waterproofed floors, they shall be IPS brass pipe sleeves of the required diameter, brazed at the bottom to 18" x 18", 16 ounce copper flashing for bond with waterproofing. The tops of the sleeves shall extend 1/2" above.
11. No piping or equipment shall be supported from corrugated decking construction. For this area provide supplementary steel to support ductwork, piping, conduit or equipment. Supplemental steel members shall be welded to building structural steel.
12. All hangers, rods and supports shall be installed prior to construction fireproofing.

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13. The required fire resistance rating of floor or floor/ceiling assemblies and walls shall be maintained where a penetration is made for electrical, mechanical, plumbing pipes, conduits, ducts and systems. Fire stopping shall be provided at openings around vents, pipes, ducts, conduits at floor levels and walls with non-combustible materials, such as rockwool or equal.

T.Q. BASES AND SUPPORTS

1. Provide all bases and supports not part of the building structure of required size, type and strength, as approved by the Engineer, for all equipment and materials furnished by him. All equipment, bases, and supports shall be adequately anchored to the building structure to prevent shifting of position under operation conditions.
2. Provide temporary supports where required.

U.R. ESCUTCHEONS

1. Provide escutcheons on pipes wherever they pass through ceilings, walls, or partitions.
2. Escutcheons or pipes passing through outside walls shall be Ritter Pattern and Casting Co., No. 1, solid, cast brass, flat type secured to pipe with set screw.
3. Escutcheons for pipes passing through floors shall be Ritter Pattern and Casting Co., No. 36A, split hinged, cast brass type, designed to fit pipe on one end and cover sleeve projecting through floor on the other end.
4. Escutcheons for pipes passing through interior walls, partitions, and ceilings shall be Ritter Pattern and Casting Co., No. 3A, split hinged, cast brass chromium plated type.

V.S. DELIVERY OF MATERIAL

1. Deliver the material and store same in spaces indicated by the Engineer and assume full responsibility for damage to structure caused by any overloading of the material. Contractor shall be aware that the building does not have a loading dock and limited space will be available for storage of materials. Coordinate delivery with building access and site activities. Deliveries shall be coordinated with building representative.

W.T. IDENTIFICATION

1. Identification shall be in accordance with "Scheme for Identification of Piping System ANSI A13.1" and OSHA safety color regulation.
2. Markers shall be snap on type as manufactured by Seton Nameplate Corp., New Haven, Conn. (Setmark System) or approved equal. Markers shall completely encircle the pipe with a substantial overlap. No adhesive shall be used. They shall be manufactured of U.L. approved, self-extinguishing plastic. When the pipe including insulation (if any) is larger than 6 inches diameter and larger, markers shall be strap on type.
3. Provide identification of piping for all mechanical work.
4. Pipe shall be lettered and valves tagged in accordance with the schedule below. Lettering shall be located near each valve and branch connection and at intervals of not over 40 feet (10 feet on fire lines) on straight runs of pipe. Provide flow arrows for all piping at each marker. Adjacent to the legend, stencil the size of the pipe, conduit or ductwork.
5. EQUIPMENT NAMEPLATES
 - a. Provide for domestic hot water heater, a permanently attached nameplate made of black surface, white core laminated Bakelite with incised letters. Subcontractor furnishing equipment shall provide nameplate. Pneumatic, electric and mechanically actuated gauges shall have a brief, but complete description of their function. Stating the air pressure or voltage range alone is not acceptable. Nameplates shall be a minimum of 3" long by 1/2" high white letters as designated

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- in the equipment schedule. Mounting screws shall have chrome plated acorn headed screws.
- b. MANUFACTURERS' IDENTIFICATION
- 1) Manufacturer's nameplate, name or trademark, shall be permanently affixed to all equipment and material furnished under this Specification. Where such equipment is in a finished occupied space, the nameplate shall be in a concealed but accessible location. The nameplate of a Subcontractor or Distributor will not be acceptable.
6. TAGS AND CHARTS
- a. Furnish and attach to each valve as hereinafter specified, a 1 1/2" diameter brass tag with 1/2" indented numerals filled with durable black compound. Tags shall be securely attached to stems of valves with copper wire and "S" hooks.
 - b. Valve charts shall consist of schematic drawings of piping layouts, showing and identifying each valve and describing the function. Upon completion of the work, one (1) copy of each chart, sealed to rigid backboard with clear lacquer placed under glass and framed, shall be hung in a conspicuous location in the main equipment room, unless otherwise directed by the Engineer. Two (2) additional unmounted copies in 8 1/2" x 11" leather ring binders shall be delivered to the Engineer. Also furnish three (3) copies of schematic flow chart with corresponding valve numbers noted on chart.
 - c. Provide tags for the following valves:
 - 1) Zone control, bypass, shut off, check and balancing valves.
 - 2) Building and area shut off and balancing valves.
 - 3) Control, by pass, shut off, balancing and drain valves for domestic hot water heaters.
 - 4) System drain valves, safety and relief valves.

STENCIL AND VALVE TAG SCHEDULE			
Service	Stencil	Color	Tag Designation
STEAM DRIP RETURN	STEAM DRIP RET	Green	SDR
CONDENSATE RETURN	COND. RET	Red	CR

1.10 SCAFFOLDING, RIGGING, HOISTING

- A. Provide all scaffolding, rigging, hoisting and services necessary for erection and delivery into the premises of all equipment and materials furnished under this Section of the Specifications, and remove same from premises when no longer required.
- B. In the event that supplementary bracing of the basic building structure is required to assure a secure rigging procedure and a secure route for the equipment being handled, assume full responsibility for such supplementary bracing.

1.11 WORKMANSHIP

- A. QUIET OPERATION
 1. All equipment and material shall operate under all conditions of load without any sound or vibration which, in the opinion of the Engineer, is objectionable. Where sound or

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vibration conditions arise which are considered objectionable by the Engineer, eliminate same in a manner approved by the Engineer.

B. RUBBISH REMOVAL

1. See to it that the Project is, at all times, maintained free of all rubbish, rubble, waste material, packaging materials, etc. accumulating as a result of his work. Assume responsibility for the cleaning up of packaging removed from materials and equipment furnished by other trades for the installation. Note that final acceptance of the work is contingent upon the project being free of all excess and waste materials resulting from the work.

C. CLEANING, PIPING AND EQUIPMENT

1. Clean all piping, and equipment of all foreign substances inside and out before being placed in operation.
2. If any part of a system should be stopped by foreign matter after being placed in operation, the system shall be disconnected, cleaned, and reconnected wherever necessary to locate and remove obstructions. Any work damaged in the course of removing obstructions shall be repaired when the system is reconnected at no additional cost to the Owner.
3. During construction, properly cap all pipes and equipment nozzles so as to prevent the entrance of sand, dirt, etc.

D. PROTECTION OF WORK AND PROPERTY

1. Maintain and protect all equipment, materials and tools from loss or damage from all causes until final acceptance by the Owner.
2. Assume responsibility for the protection of any finished work or other trades from damage or defacement by the operations and remedy any such injury or damages.

1.12 PAINTING

- A. Paint all unpainted, non-insulated, non-galvanized, ferrous metal surfaces of pipes, conduits, ducts, equipment, fixtures, hangers, supports and accessories as follows:
 - B. Exposed one prime coat of oil varnish based paint.
 - C. Concealed one coat of black asphaltum paint.
 - D. Underground two coats of black asphaltum paint.
 - E. Nameplates on all equipment shall be cleaned and left free of paint.
 - F. All lead bends and lead safes and flashing shall be painted with two coats of waterproof black asphaltum varnish.

1.13 TESTS

- A. All piping, wiring, and equipment shall be tested as specified under the various section of the work. Labor materials, instruments and power required for testing shall be furnished under the particular Section of the Specification.

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- B. Tests shall be performed satisfaction of the Engineer. The Engineer will be present at such test, when he deems necessary and such other parties as may have legal jurisdiction.
- C. Pressure tests shall be applied to piping only before connection of equipment and installation of insulation. In no case shall piping, equipment, or accessories be subjected to pressure exceeding their rating.
- D. All defective work shall be promptly repaired or replaced and the tests shall be repeated until the particular system and component parts thereof receive the approval of the Engineer.
- E. Any damages resulting from tests shall be repaired or replaced and the tests shall be repeated until the particular system and component parts thereof receive the approval of the Engineer.
- F. The duration of tests shall be as determined by all authorities having jurisdiction, but in no case less than the time prescribed in each Section of the Specification.
- G. Tests shall be performed on individual equipment, systems, and their controls. Whenever the equipment or system under test is interrelated with and depends upon the operation of other equipment, systems and controls for proper operation, functioning, and performance, the latter shall be operated simultaneously with the equipment or system being tested.

1.14 GUARANTEE

- A. The Contractor guarantees by his acceptance of the Contract that all work installed will be free from any and all defects and that all apparatus will develop capacities and characteristics specified, and that if during a period of one year from date of completion and acceptance of work any such defects in workmanship, material or performance appear, he shall immediately replace, repair, or otherwise correct the defect or deficiency without cost to the Owner within a reasonable time. Notify the Engineer in writing of the time required to do work
- B. Replace or repair to the satisfaction of the Owner any and all damage done to the building or its contents or to the work of other trades in consequence of work performed in fulfilling guarantee.
- C. This Article is general in nature and will not waive stipulations of other claims which specify guarantee periods in excess of one (1) year.
- D. In the event default on this Guarantee, the Owner may have such work done as required & charge the cost to the Contractor.
- E. The date of acceptance shall be the date of final payment by the Owner or notice of acceptance by the Owner, whichever is later.

1.15 OPERATION PRIOR TO COMPLETION

- A. The Owner may require operation of parts or all of the installation for the beneficial occupancy prior to final completion and acceptance of the building.

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- B. The operation shall not be construed to mean acceptance of the work by the Engineer for the Owner. The Owner will furnish supervisory personnel to direct operation of the entire system and the Contractor shall continue to assume this responsibility until final acceptance.

C. TOOLS

1. All specified tools for proper operation and maintenance of the equipment shall be delivered to the Owner's representative and a receipt requested for same at no additional cost to the Owner.

D. OPERATING INSTRUCTIONS

1. Prior to final inspection of the installation by the Owner, five (5) copies of a complete Instruction Manual, bound in booklet form and suitably indexed, shall be submitted to the Engineer for approval.
2. The Manual shall contain the following items:

Table of Contents

I. Introduction - Explanation of Manual and its use.

II. Description of Systems

1. Complete schematic drawings of all systems.
2. Functional and sequential description of all systems.
3. Relationship of system where applicable to the supervisory data system.

III. Systems Operation

1. Start-up procedures.
2. Shut-down procedures.
3. Reset and adjustment and balancing procedures.
4. Seasonal operation.
5. All posted instruction charts.

IV. Maintenance

1. Cleaning and replacement - lines, components, filters, strainers, ducts, fans, etc.
2. Lubrication.
3. Charging and filling.
4. Purging and draining.
5. Systems trouble shooting charts.
6. Instruments checking and calibration.
7. Recommended list of spare parts.

V. Listing of Manufacturers

VI. Manufacturer's Data (Where multiple model, type and size listings are included, clearly and conspicuously indicate those that are pertinent to this installation.

1. Description - Literature, drawings, illustration, certified performance charts, technical data, etc.
2. Operation.
3. Maintenance - including complete trouble shooting charts.
4. Parts List
5. Names, addresses and telephone numbers of local recommended repair and

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- service companies.
- 6. Guarantee data.
- 7. Model No. and Serial No. of all equipment.

1.16 RECORD DRAWINGS

- A. During construction keep an accurate record of all deviations between the work as shown on the Drawings and that which is actually installed.
- B. Secure from the Engineer, a complete set of Mylar transparencies of the Drawings and note thereon all changes. Make a complete record of all changes and revisions in the original design which exist in the complete work. The cost for the Mylar transparencies shall be paid for by each trade.
- C. Contractor shall submit as-built drawings in AutoCAD format on CD, minimum 2002 format.

ITEM A - EXPANSION JOINT REPLACEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes insulating the following HVAC piping systems:
 - 1. Steam and steam condensate pipe and fittings, **indoors**.
 - 2. Vertical Expansion joints for supply and return risers on 4TH, 5th and 7th floors

1.3 PERFORMANCE REQUIREMENTS

- A. Compatibility: Products shall be suitable for piping service fluids, materials, working pressures, and temperatures.
- B. Capability: Products to absorb 200 percent of maximum axial movement between anchors.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.
- B. Material Test Reports: From a qualified testing agency acceptable to authorities having jurisdiction indicating, interpreting, and certifying test results for compliance of insulation materials, sealers, attachments, cements, and jackets, with requirements indicated. Include dates of tests and test methods employed.

1.5 DEFINITIONS

- A. LP Systems: Low-pressure piping operating at 15 psig or less as required by ASME B31.9.

1.6 ACTION SUBMITTALS

- A. HVAC PIPING INSULATION Product Data: For each type of product indicated. Include thermal conductivity, water-vapor permeance thickness, and jackets (both factory and field applied if any).
- B. Expansion Joint Product Data: For each type of product indicated.
 - 1. Contractor shall submit shop drawings indicating existing anchor, pipe guide and expansion joint locations.

- C. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
 - 1. Detail application of protective shields, saddles, and inserts at hangers for each type of insulation and hanger.
 - 2. Detail insulation application at pipe expansion joints for each type of insulation.
 - 3. Detail insulation application at elbows, fittings, flanges, valves, and specialties for each type of insulation.
 - 4. Detail removable insulation at piping specialties.
 - 5. Detail application of field-applied jackets.
 - 6. Detail application at linkages of control devices.

1.7 INFORMATIONAL SUBMITTALS

- A. Welding certificates.
- B. Product Certificates: For each type of expansion joint, from manufacturer.

1.8 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For expansion joints to include in maintenance manuals.

1.9 PERFORMANCE REQUIREMENTS

- A. Components and installation shall be capable of withstanding the following minimum working pressures and temperatures:
 - 1. LP Steam Piping: 125 psig.
 - 2. Condensate Piping: 125 psig at 250 deg F
 - 3. Makeup-Water Piping: 80 psig at 150 deg F
 - 4. Blowdown-Drain Piping: Equal to pressure of the piping system to which it is attached.
 - 5. Air-Vent and Vacuum-Breaker Piping: Equal to pressure of the piping system to which it is attached.
 - 6. Safety-Valve-Inlet and -Outlet Piping: Equal to pressure of the piping system to which it is attached.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

1.11 QUALITY ASSURANCE

- A. Steel Support Welding: Qualify processes and operators according to AWS D1.1, "Structural Welding Code - Steel."
- B. Pipe Welding: Qualify processes and operators according to the following:

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1. Comply with provisions in ASME B31 Series, "Code for Pressure Piping."
 2. Certify that each welder has passed AWS qualification tests for welding processes involved and that certification is current.
- C. ASME Compliance: Comply with ASME B31.9, "Building Services Piping" for materials, products, and installation. Safety valves and pressure vessels shall bear the appropriate ASME label. Fabricate and stamp flash tanks to comply with ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.

1.12 SCHEDULING

- A. Schedule insulation application after pressure testing systems and, where required, after installing and testing heat tracing. Insulation application may begin on segments that have satisfactory test results.
- B. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

1.13 COORDINATION

- A. Coordinate sizes and locations of supports, hangers, and insulation shields specified in Section 230529 "Hangers and Supports for HVAC Piping and Equipment."
- B. Coordinate clearance requirements with piping Installer for piping insulation application. Before preparing piping Shop Drawings establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.

PART 2 - PRODUCTS

2.1 STEEL PIPE AND FITTINGS

- A. Steel Pipe: ASTM A 53/A 53M, black steel, plain ends, Type, Grade, and Schedule as indicated in Part 3 piping applications articles.
- B. Malleable-Iron Threaded Fittings: ASME B16.3; Classes 150 and 300 as indicated in Part 3 piping applications articles.
- C. Malleable-Iron Unions: ASME B16.39; Classes 150, 250, and 300 as indicated in Part 3 piping applications articles.
- D. Wrought-Steel Fittings: ASTM A 234/A 234M, wall thickness to match adjoining pipe.
- E. Wrought-Steel Flanges and Flanged Fittings: ASME B16.5, including bolts, nuts, and gaskets of the following material group, end connections, and facings:
 1. Material Group: 1.1.
 2. End Connections: Butt welding.

3. Facings: Raised face.
- F. Steel Pipe Nipples: ASTM A 733, made of ASTM A 53/A 53M, black steel of same Type, Grade, and Schedule as pipe in which installed.
- G. Stainless-Steel Bellows, Flexible Connectors:
 1. Body: Stainless-steel bellows with woven, flexible, bronze, wire-reinforced, protective jacket.
 2. End Connections: Threaded or flanged to match equipment connected.
 3. Performance: Capable of 3/4-inch misalignment.
 4. CWP Rating: 150-psig.
- H. Maximum Operating Temperature: 250 deg F

2.2 PACKLESS EXPANSION JOINTS

- A. Metal, Expansion-Compensator Packless Expansion Joints:
Subject to compliance with requirements, provide **Hyspan Series 8500** or equal:
 1. Configuration for Steel Piping: Two-ply, stainless-steel bellows; steel-pipe end connections; and carbon-steel shroud.
 - a. End Connections for Steel Pipe NPS 2 and Smaller: Threaded.
 - b. End Connections for Steel Pipe NPS 2-1/2 to NPS 4: Flanged.
 2. Bellows: Laminated (multi-ply) ASTM A240 Type 321 Stainless Steel
 3. Pipe: Schedule 40 ASTM A53 Grade B; threads per ASME B1.20.1;
 4. Flanges: ASME A105 raised face, 150 lb
 5. Housing, Guides and Stops: Carbon Steel Sheet and Tube
 6. Minimum Pressure Rating: 150 psig unless otherwise indicated.
- B. Pipe guides shall be Hyspan Series 9500 or equal.

2.3 FITTINGS, VALVES, TEES, FLANGES AND OTHER CONNECTIONS

- A. All fittings, valves, tees, flanges, connections, etc. shall be insulated and covered with the appropriate Zeston 2000 PVC insulated fitting cover.
 1. Fittings shall be manufactured from ultraviolet resistant PVC.
 2. Connections: Tacks, pressure sensitive, color matching, vinyl tape, Perma-Weld® Adhesive.

2.4 INSULATION MATERIAL:

- A. All piping shall be insulated with pre-formed fiber glass pipe insulation, complying with ASTM C 547, Class 3 (to 850°F [454°C]), rigid, molded pipe insulation, noncombustible.
 1. Thermal Conductivity ("k"): 0.23 Btu•in/(hr•ft²•°F) at 75°F mean temperature (0.033 W/m•°C at 24°C) per ASTM C 518.
 2. Maximum Service Temperature: 850°F (454°C).
 3. Rated 25/50 per ASTM E 84, UL 723 and NFPA 255.

4. When being used over stainless steel, product must comply with the requirements of ASTM C 795.
5. All-Service (ASJ) Vapor-Retarder Jacket: A white, kraft paper, reinforced with a glass fiber yarn and bonded to an aluminum foil, with self-sealing longitudinal closure laps (SSL) and butt strips.

2.5 FIELD-APPLIED JACKETS

- A. PVC Plastic: Zeston® 2000 Series. One piece, molded type fitting covers and jacketing material, gloss white. a: Connections: Tacks, pressure sensitive, color matching, vinyl tape.
- B. Aluminum Jacket: 0.016" (0.41 mm) thick sheet, (smooth/ embossed) finish, with longitudinal slip joints and 2" (51 mm) laps, die-shaped fitting covers with factory-attached protective liner.
- C. Stainless Steel Jacket: Type 304 stainless steel, 0.10" (2.54 mm), (smooth/ corrugated) finish.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of insulation application.
 1. Verify that systems to be insulated have been tested and are free of defects.
 2. Verify that surfaces to be insulated are clean and dry.
 3. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Verify that the fiber glass pipe insulation may be installed in accordance with project drawings, operation performance parameters and limitations of the specification.
- B. Tests of the piping system shall be completed prior to insulation application.
- C. All piping shall be cleaned of foreign substances and free of surface moisture prior to insulation application.

3.3 GENERAL [INSTALLATION](#) REQUIREMENTS

3.4 PIPING INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Use indicated piping locations and arrangements if such were used to size pipe and calculate friction loss, expansion, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.

- B. Install piping at indicated slope, free of sags and bends, in concealed interior and exterior locations, except in equipment rooms and service areas and allow for application of insulation plus 1-inch clearance around insulation.
- C. Exposed interior and exterior piping shall be installed at right angles or parallel to building walls. Diagonal runs are prohibited, unless otherwise indicated.
- D. Install...
 - 1. ...piping...
 - a. ...to permit valve servicing.
 - b. ...parallel to each other
 - 2. ...components with pressure rating equal to or greater than system operating pressure.
 - 3. ...fittings for changes in direction and branch connections.
 - a. Eccentric reducer fitting installed with level side down to reduce pipe sizes.
 - b. Branch connections to mains using mechanically formed tee fittings in main pipe, with the branch connected to top of main pipe.
 - 4. ...couplings according to manufacturer's written instructions.
 - 5. ...unions in piping, NPS 2 and smaller, adjacent to valves, at final connections of equipment, and elsewhere as indicated.
 - 6. ...flanges in piping, NPS 2-1/2 and larger, at final connections of equipment and elsewhere as indicated.
 - 7. ...NPS 3/4 nipple and full port ball valve in blowdown connection of strainers NPS 2 and larger. Match size of strainer blowoff connection for strainers smaller than NPS 2.
 - 8. ...expansion loops, expansion joints, anchors, and pipe alignment guides as specified in Section 230516 "Expansion Fittings and Loops for HVAC Piping."

3.5 LP STEAM PIPING APPLICATIONS

- A. LP Steam Piping, NPS 2 and Smaller: Schedule 40, Type S, Grade B, steel pipe; Class 125 cast-iron fittings; and threaded joints.
- B. LP Condensate piping, NPS 2 and smaller: Schedule- 80, Type-S, Grade- B, steel pipe; Class-125 cast-iron fittings; and threaded joints.

3.6 EXPANSION-JOINT INSTALLATION

- A. Install expansion joints of sizes matching sizes of piping in which they are installed.
- B. Install metal-bellows expansion joints according to EJMA's "Standards of the Expansion Joint Manufacturers Association, Inc."
- C. All pipe insulation shall be continuous through wall and ceiling openings and sleeves, except where fire stop materials are required.
 - 1. Insulation on all cold surfaces must be applied with a continuous, unbroken vapor seal. Hangers, supports, anchors, etc., that are secured directly to cold surfaces must be adequately insulated and vapor sealed to prevent condensation. In brine or chilled water piping systems, seal pipe terminations every four pipe sections.
 - 2. All surface finishes are to be extended to protect all surfaces, ends and raw edges of insulation.

3. Rigid insulation inserts shall be installed on pipe sizes 1½" (38 mm) or larger under outside hangers. Inserts shall be of equal thickness to the adjoining insulation and shall be provided with vapor retarder seals where required.
4. Insulation inserts shall not be less than the following lengths:

Pipe Size	Length
in	in
1-1/2" - 2-1/2"	10
3-6	12
8-10	16
12&up	22

- 5.
6. Galvanized metal shields shall be applied between hangers or supports and the pipe insulation. Shields shall be formed to fit the insulation and shall extend up to the centerline of the pipe and the length specified for the insulation hanger inserts less 4" (102 mm) to allow for vapor retarding butt joints on each side of the shields.
7. Specified adhesives, mastics and coatings shall be applied at the manufacturer's recommended minimum coverage per gallon.

D. Indoor piping: This portion of the installation procedure is applicable for piping in all indoor areas, including concealed spaces, mechanical rooms and inhabited areas.

1. Preformed fiber glass pipe insulation with all service jackets shall be applied to piping with all joints tightly fitted to eliminate voids.
2. Longitudinal jacket laps and butt strips shall be smoothly secured according to manufacturer's recommendations.
3. When adhered, the lap and butt strips must be pressurized by rubbing firmly with a plastic squeegee or the back of a knife blade to ensure positive closure.
4. The installed thickness shall be enough that the surface temperature shall be kept below 150°F (66°C).
5. For pipe exposed in mechanical equipment rooms or in finished spaces less than 10' (3 m) above finished floor, finish with Zeston 2000 Cut & Curled™ PVC or aluminum jacket.
6. Fittings, valves and flanges shall be insulated with Zeston 2000 PVC insulated fitting covers and Hi-Lo® Temp insulation inserts per manufacturer's recommendations.

3.7 TERMINAL EQUIPMENT CONNECTIONS

- A. Install same size or larger than equipment connections.

3.8 FIELD QUALITY CONTROL

- A. Perform test on all piping components with live steam at 15 psi for 30 minutes.

3.9 PIPE JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.

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- C. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.

3.10 PIPING INSULATION SCHEDULE, GENERAL

- A. Acceptable preformed pipe and tubular insulation materials and thicknesses are identified for each piping system and pipe size range. If more than one material is listed for a piping system, selection from materials listed is Contractor's option.
- B. Items Not Insulated: Unless otherwise indicated, do not install insulation on the following:
1. Underground piping.

3.11 INDOOR PIPING INSULATION SCHEDULE

- A. Steam and Steam Condensate:
1. Smaller than **NPS 4"** and Smaller: Insulation shall be:
 - a. Mineral-Fiber, Preformed Pipe, Type I or II: **2.5 inches** thick.
 2. **NPS 4"** and larger: Insulation shall be:
 - a. Mineral-Fiber, Preformed Pipe, Type I or II: **3 inches** thick.

3.12 METHOD OF MEASUREMENT

- A. Payment will be made by lump sum.

3.13 BASIS OF PAYMENT

- A. The lump sum price bid shall include the cost of labor, equipment, and materials necessary to complete the work.
- B. Payment will be made under:

<u>Item No.</u>	<u>Item</u>	<u>Pay Unit</u>
ITEM A	EXPANSION JOINT REPLACEMENT	LS (Lump Sum)

ITEM B - RADIATOR CONTROL VALVE AND STEAM TRAP REPLACEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following for **LP** steam and condensate piping:
 - 1. Steam traps.
 - 2. Thermostatic Control Valves.

1.3 DEFINITIONS

- A. CWP: Cold working pressure.
- B. NRS: Nonrising stem.
- C. OS&Y: Outside screw and yoke.
- D. RS: Rising stem.
- E. SWP: Steam working pressure.
- F. LP Systems: Low-pressure piping operating at 15 psig or less as required by ASME B31.9.

1.4 PERFORMANCE REQUIREMENTS

- A. Components and installation shall be capable of withstanding the following minimum working pressures and temperatures:
 - 1. LP Steam Piping: 125 psig.
 - 2. Condensate Piping: 125 psig at 250 deg F

1.5 SUBMITTALS

- A. Product Data: For each type of the following:
 - 1. Pipe and Fittings.
 - 2. Steam trap.
 - 3. Strainers.
 - 4. Control valves.

- B. Shop Drawings: Detail, 1/8 inch equals 1 foot scale, fabrication of pipe anchors, hangers, pipe, multiple pipes, alignment guides, and expansion joints and loops and their attachment to the building structure. Detail locations of anchors, alignment guides, and expansion joints and loops.
- C. Qualification Data: For Installer.
- D. Welding certificates.
- E. Field quality-control test reports.
- F. Operation and Maintenance Data: For valves, safety valves, control valves, steam traps, air vents, vacuum breakers and strainers, to include in emergency, operation, and maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Source Limitations for Valves: Obtain each type of valve from single source from single manufacturer.
- B. ASME Compliance: Comply with ASME B31.9, "Building Services Piping" for materials, products, and installation. Safety valves and pressure vessels shall bear the appropriate ASME label. Fabricate and stamp flash tanks to comply with ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Prepare valves for shipping as follows:
 - 1. Protect internal parts against rust and corrosion.
 - 2. Protect threads, flange faces, grooves, and weld ends.
 - 3. Set angle, gate, and globe valves closed to prevent rattling.
 - 4. Set ball and plug valves open to minimize exposure of functional surfaces.
 - 5. Set butterfly valves closed or slightly open.
 - 6. Block check valves in either closed or open position.
- B. Use the following precautions during storage:
 - 1. Maintain valve end protection.
 - 2. Store valves indoors and maintain at higher than ambient dew point temperature. If outdoor storage is necessary, store valves off the ground in watertight enclosures.
- C. Use sling to handle large valves; rig sling to avoid damage to exposed parts. Do not use hand-wheels or stems as lifting or rigging points.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR VALVES

- A. Valve Pressure and Temperature Ratings: Not less than indicated and as required for system pressures and temperatures.
- B. Valve Sizes: Same as upstream piping unless otherwise indicated.
- C. Valve-End Connections:
 - 1. Threaded: With threads according to ASME B1.20.1.

2.2 CONTROL VALVES

- A. Thermostatic Steam Valves with tamper resist valve mounted dial and sensor.:
 - a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) Danfoss Randall LTD
 - b. Valve Bodies: Nickel-plated brass, Type RA-2000 series in side, angle or straight pattern to suit installation. Side mounted horizontal angle valve body or vertical angle valve body to suite field conditions.
 - c. Thermostatic sensors: Type RA 2000 Series, with Tamper Resist Valve Mounted Dial and Sensor and adjustable temperature range of 45-86°F. Dial and sensor shall be mounted inside the convactor, radiator enclosures.
 - d. Contractor shall furnish and install new valves with tamper resist valve mounted dial and sensor. New valves shall be sized to match new piping size (3/4"). Contractor shall verify in field. Contractor shall investigate required orientation of valves. Valve shall be suitable for installation, either angle pattern, straight or vertical type.

2.3 STEAM TRAPS

- A. Thermostatic Traps:
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide [Hoffman Specialty, Series 17C Balanced Pressure Steam Traps](#) or a comparable product by one of the following:
 - a. Armstrong International, Inc.
 - b. Barnes & Jones, Inc.
 - c. Dunham-Bush, Inc.
 - d. Spirax Sarco, Inc.
 - e. Sterling.
 - 2. Body: Bronze angle-pattern body with integral union tailpiece and screw-in cap.
 - 3. Trap Type: Balanced-pressure.

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4. Bellows: Stainless steel or Monel.
5. Head and Seat: Replaceable, hardened stainless steel.
6. Pressure Class: 125.

B. Float and Thermostatic Traps:

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
3. Product: Basis-of-Design Product: Subject to compliance with requirements, provide [Hoffman Specialty, Series H Float and Thermostatic Steam Traps](#) or a comparable product by one of the following:
 - a. Armstrong International, Inc.
 - b. Barnes & Jones, Inc.
 - c. Dunham-Bush, Inc.
 - d. Spirax Sarco, Inc.
 - e. Sterling.
4. Body and Bolted Cap: ASTM A 126, cast iron.
5. End Connections: Threaded.
6. Float Mechanism: Replaceable, stainless steel.
7. Head and Seat: Hardened stainless steel.
8. Trap Type: Balanced pressure.
9. Thermostatic Bellows: Stainless steel or monel.
10. Thermostatic air vent capable of withstanding 45 deg F of superheat and resisting water hammer without sustaining damage.
11. Vacuum Breaker: Thermostatic with phosphor bronze bellows, and stainless steel cage, valve, and seat.
12. Maximum Operating Pressure: 125 psig.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine valve interior for cleanliness, freedom from foreign matter, and corrosion. Remove special packing materials, such as blocks, used to prevent disc movement during shipping and handling.
- B. Operate valves in positions from fully open to fully closed. Examine guides and seats made accessible by such operations.
- C. Examine threads on valve and mating pipe for form and cleanliness.
- D. Examine mating flange faces for conditions that might cause leakage. Check bolting for proper size, length, and material. Verify that gasket is of proper size, that its material composition is suitable for service, and that it is free from defects and damage.

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- E. Do not attempt to repair defective valves; replace with new valves.

3.2 INSTALLATION

- A. Install...
 - 1. ... steam traps assemblies as indicated on the Contract Drawings.
 - a. ...steam trap, thermostatic radiator valves, remote sensor, and all pipe, nipples, unions, and fittings required for a complete installation.
 - 1) full-port ball valve, strainer, and union upstream from trap; install union, check valve, and full-port ball valve downstream from trap unless otherwise indicated
 - 2) Pipe nipples shall schedule 80 thickness, fittings and unions shall be malleable iron 350 lbs. rated.
 - 2. ...components with pressure rating equal to or greater than system operating pressure.
 - 3. ...fittings for changes in direction and branch connections.
 - a. Eccentric reducer fitting installed with level side down to reduce pipe sizes.
 - b. Branch connections to mains using mechanically formed tee fittings in main pipe, with the branch connected to top of main pipe.
 - 4. ...couplings according to manufacturer's written instructions.
 - 5. ...unions in piping, NPS 2 and smaller, adjacent to valves, at final connections of equipment, and elsewhere as indicated.

3.3 VALVE INSTALLATION

- A. Install valves with unions or flanges at each piece of equipment arranged to allow service, maintenance, and equipment removal without system shutdown.
- B. Locate valves for easy access and provide separate support where necessary.
- C. Install valves in horizontal piping with stem at or above center of pipe.
- D. Install valves in position to allow full stem movement.
- E. Install check valves for proper direction of flow and as follows:
 - 1. Swing Check Valves: In horizontal position with hinge pin level.

3.4 ADJUSTING

- A. Adjust or replace valve packing after piping systems have been tested and put into service but before final adjusting and balancing. Replace valves if persistent leaking occurs.

3.5 GENERAL REQUIREMENTS FOR VALVE APPLICATIONS

- A. If valve applications are not indicated, use the following:
 - 1. Throttling Service, Steam: Globe or angle valves.

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- B. If valves with specified SWP classes or CWP ratings are not available, the same types of valves with higher SWP classes or CWP ratings may be substituted.
- C. Select valves, except wafer types, with the following end connections:
 - 1. For Steel Piping: Threaded ends.

3.6 LOW-PRESSURE STEAM VALVE SCHEDULE (15 PSIG OR LESS)

- A. Pipe NPS 2-1/2 and Smaller:
 - 1. Ball Valves: One piece, reduced port, bronze with stainless-steel trim.
 - 2. Bronze Check Valves: Class 125 nonmetallic disc.
 - 3. Bronze Gate Valves: Class 125, RS.

3.7 STEAM-CONDENSATE VALVE SCHEDULE

- A. Pipe NPS 2-1/2 and Smaller (by NIBCO or equal):
 - 1. Ball Valves: One piece, reduced port, bronze with stainless-steel trim.
 - 2. Bronze Check Valves: Class 125 nonmetallic disc.
 - 3. Bronze Gate Valves: Class 125, RS.

3.8 PIPE JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- C. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
 - 1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
 - 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.

3.9 TERMINAL EQUIPMENT CONNECTIONS

- A. Install traps and control valves in accessible locations close to connected equipment

3.10 FIELD QUALITY CONTROL

- A. Perform the following tests on steam and condensate piping:
 - 1. Use live steam at 15 psi for no less than 30 minutes to test installation.

CONTRACT NO. 21-528

ITEM "B"

3.11 METHOD OF MEASUREMENT

- A. Payment will be made by lump sum.

3.12 BASIS OF PAYMENT

- A. The lump sum price bid shall include the cost of labor, equipment, and materials necessary to complete the work.

- B. Payment will be made under:

<u>Item No.</u>	<u>Item</u>	<u>Pay Unit</u>
ITEM B	RADIATOR CONTROL VALVE AND STEAM TRAP REPLACEMENT	LS (Lump Sum)

ITEM C - DISASSEMBLY, MOVING AND REASSEMBLY AND CLEANING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes the following:
 - 1. DISASSEMBLY/ REASSEMBLY
 - 2. MOVING
 - 3. CLEANING

1.2 DELIVERY, STORAGE, AND HANDLING

- A. Furniture shall be relocated out of the containment area prior to commencement of any demolition work unless proper protective measures are taken to prevent any dust from accumulating on or within any part of furniture, desks, partitions etc.
- B. Measures used for protection of existing furniture shall include but not be limited to plastic sheathing overlapped air-tight and held in place securely with tape or clips.
- C. Contractor shall submit his plan for preventing migration of dust onto or within owner property left within containment zone.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 PREPARATION

- A. Take pictures of all equipment prior to moving.
- B. Prior to work, walk the area with the construction manager to assess the condition of all owner property prior to moving.
- C. Where possible, leave all items in or on existing furniture and move as one piece.
- D. Fasten all drawers closed prior to moving to prevent items from falling out or off of moved property.
- E. Contractor shall be responsible for protection of ALL Owner property. Any damaged property shall be the responsibility of the Contractor to repair, replace or otherwise compensate for at the Construction Manager's Discretion.

CONTRACT NO. 21-528
ITEM "C"

3.2 DISASSEMBLY/REASSEMBLY

- A. Contractor shall engage the services of a qualified systems installer to disassemble and reassemble all office furniture required to be broken down or disassembled prior to relocating including but not limited to all data and electrical disconnections required for required access.
- B. Contractor shall notify Construction Manager 72 hours in advance of all work requiring electrical and/or data disconnections.
- C. All disassembled property shall be reassembled back to the state they were in originally.

3.3 CLEANING

- A. Contractor shall provide for the cleaning and disinfecting of all surfaces of all pieces of moved furniture, partitions etc. with a suitable cleaner for that surface. Contractor shall submit cleaning agent for approval.

3.4 DRAWINGS

- A. Contractor shall refer to drawings for additional requirements.

3.5 METHOD OF MEASUREMENT

- A. Payment will be made by lump sum.

3.6 BASIS OF PAYMENT

- A. The lump sum price bid shall include the cost of labor, equipment, and materials necessary to complete the work.
- B. Payment will be made under:

<u>Item No.</u>	<u>Item</u>	<u>Pay Unit</u>
ITEM C	DISASSEMBLY, MOVING AND REASSEMBLY AND CLEANING	LS (Lump Sum)