NOTICE TO BIDDERS

LEGAL NOTICE

Sealed bids will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY until 2:00pm Thursday, January 12, 2017 at which time and place Bids received will be publicly opened and read aloud for:

County of Oswego Window Replacements

Specifications may be reviewed at the Purchasing Department, Monday through Friday, 9:00 a.m. to 5:00 p.m., online at http://www.oswegocounty.com/purchasing/2016.html

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

Bids are requested for the following Contracts: Single Prime contract

in accordance with the Drawings, Project Manual (including Conditions of the Contract and Specifications), and other Bidding and Contract Documents prepared by:

Tetra Tech Engineers, Architects & Landscape Architects, P.C.
d/b/a Tetra Tech Architects & Engineers
10 Brown Road
Ithaca, New York 14850

A pre-bid conference for interested parties will be held Tuesday, December 13, 2016, starting at 10:00 am at the Oswego County Public Safety Center, 39 Churchill Road, Oswego, NY 13126. Enter building through main doors and follow signage for location of meeting.

For the convenience of potential Bidders and other interested parties, the Bidding Documents may be examined at the following locations:

Syracuse Builders Exchange, 6563 Ridings Rd., Syracuse, NY 13206
Rochester Builders Exchange, 180 Linden Oaks, Suite 100, Rochester, NY 14625
Northern New York Builders Exchange, 22074 Fabco Road, Watertown, NY 13601
Southern Tier Builders Association, 65 E. Main. St., Falconer, NY 14733
Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY 13126

Electronic copies on CD of the Bidding Documents may be obtained from Oswego County at the address listed below. Bidders wishing to have a CD mailed to them must provide an address (street address, not a post office box) and a FED Ex or UPS billing number for Bidding Documents. Arrangements for mailing are to be made through the Purchasing department. All interested need to provide as well as an email address, as Addenda issued within four days of the bid opening will be issued via email.

Oswego County Purchasing Department
46 East Bridge Street
Oswego, New York 13126
Phone: 315-349-8307
Addenda will not be distributed to entities not obtaining a CD of the Bidding Documents; be advised that such entities remain responsible for all information contained in the complete set of Bidding Documents.

As bid security, each Bid shall be accompanied by a certified check or Bid Bond made payable to the Owner, in accordance with the amounts and terms described in the Instructions to Bidders.

All qualified Minority and Woman Owned Business Enterprises (MWBE) suppliers, contractors and/or business will be afforded equal opportunity without discrimination because of race, color, sex, religion, age, national origin, disability, sexual preference or Vietnam Era Veteran status.

The Owner requires Bids comply with bidding requirements indicated in the Instructions to Bidders. The Owner reserves the right to reject any and all Bids. The Owner may, at its discretion, waive informalities in Bids, but is not obligated to do so, nor does it represent that it will do so. The Owner will not waive informalities which would give one Bidder substantial advantage or benefit not enjoyed by all affected Bidders. Bids may not be withdrawn before 45 days following the Bid opening thereof, unless an error is claimed by the Bidder in accordance with the Instructions to Bidders.
COUNTY OF OSWEGO

TETRA TECH PROJECT NO. 73513-16001A

OSWEGO COUNTY BID # 52-16

WINDOW REPLACEMENTS

AT

PUBLIC SAFETY CENTER
HEALTH COMPLEX
LEGISLATIVE OFFICE BUILDING

NOVEMBER 28, 2016

The engineer that has signed this document certifies that to the best of their knowledge, information and belief, the asbestos plans and specifications are in accordance with applicable requirements of the New York State Uniform Fire Prevention and Building Code, Construction Standards of the Commissioner of Education, New York State Department of Labor Part 56 of Title 12, and the United States Environmental Protection Agency Hazard Emergency Response ACT Regulations. Kevin C. Terry is accredited to the EPA and New York State under AHERA Regulations as an Asbestos Project Designer (Asbestos Handling Certificate Number 14-20336).

To the best of the Architect’s knowledge, information and belief, the design of this project conforms to all applicable provisions of the New York State Uniform Fire Prevention and Building Code, the New York State Energy Conservation Code.

SET NO. ____________________
TABLE OF CONTENTS
PROJECT MANUAL
BIDDING REQUIREMENTS AND CONDITIONS OF THE CONTRACT

00 01 10 Table of Contents ...................................................................................................................... 1 - 2
00 01 15 List of Drawing Sheets .............................................................................................................. 1
00 11 13 Notice to Bidders ...................................................................................................................... 1 - 2
00 21 13 Instructions to Bidders (with 1 attachment) .............................................................................. 1 - 8
00 41 00 Bid Form
  General Work Contract (with 5 attachments) ...................................................................................... 1 - 3
00 43 33 Proposed Products Form .......................................................................................................... 1
00 43 36 Proposed Subcontractors Form .................................................................................................. 1
00 45 13 Bidder’s Qualifications Form .................................................................................................. 1 - 2
General Conditions of the Contract for Construction (AIA Document A201-2007) ......................... 1 - 61
Prevailing Wage Rates

PLEASE NOTE

All sections of the following SPECIFICATIONS are sequentially numbered, beginning with Page 1 and concluding with the last numbered page bearing the marking "END OF SECTION -- -- --".

Sections may include additional attachments as noted in following list of Specification sections.

SPECIFICATIONS

SECTION TITLE

DIVISION 01 - GENERAL REQUIREMENTS
01 10 00 Project Summary – Project Schedule
01 21 00 Allowances (with one attachment)
01 23 00 Alternates
01 25 00 Substitution Procedures
01 26 00 Contract Modification Procedures
01 29 00 Payment Procedures
01 31 00 Project Management and Coordination (with one attachment)
01 32 00 Construction Progress Documentation (with one attachment)
01 33 00 Submittal Procedures (with three attachments)
01 40 00 Quality Requirements
01 42 00 References
01 50 00 Temporary Facilities and Controls
01 60 00 Product Requirements
01 73 00 Execution
01 77 00 Closeout Procedures

SECTION TITLE

DIVISION 02 – EXISTING CONDITIONS
02 82 00 Asbestos Abatement
02 84 00 Hazardous Material Removal

DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES
06 10 53 Miscellaneous Rough Carpentry

DIVISION 07 – THERMAL AND MOISTURE PROTECTION
07 42 13.23 Insulated Spandrel Panels
07 92 00 Joint Sealants
DIVISION 08 - OPENINGS
08 44 13  Glazed Aluminum Curtain Walls
08 51 13  Aluminum Windows
08 80 00  Glazing
LIST OF DRAWING SHEETS

GENERAL INFORMATION

Title Sheet, Symbols & Abbreviations

ARCHITECTURAL

A100 Public Safety Center First Floor Plan
A101 Public Safety Center Second and Third Floor Plans
A200 Health Complex First Floor Plan
A201 Health Complex Second Floor Plan
A300 Legislative Office Building Floor Plans
A400 Window and Curtain Wall Types
A401 Window and Curtain Wall Details

All drawings dated November 28, 2016.
NOTICE TO BIDDERS

LEGAL NOTICE

Sealed bids will be received by the Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY until 2:00pm Thursday, January 12, 2017 at which time and place Bids received will be publicly opened and read aloud for:

County of Oswego Window Replacements

Specifications may be reviewed at the Purchasing Department, Monday through Friday, 9:00 a.m. to 5:00 p.m., online at http://www.oswegocounty.com/purchasing/2016.html

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

Bids are requested for the following Contracts: Single Prime contract

in accordance with the Drawings, Project Manual (including Conditions of the Contract and Specifications), and other Bidding and Contract Documents prepared by:

Tetra Tech Engineers, Architects & Landscape Architects, P.C.
d/b/a Tetra Tech Architects & Engineers
10 Brown Road
Ithaca, New York 14850

A pre-bid conference for interested parties will be held Tuesday, December 13, 2016, starting at 10:00 am at the Oswego County Public Safety Center, 39 Churchill Road, Oswego, NY 13126. Enter building through main doors and follow signage for location of meeting.

For the convenience of potential Bidders and other interested parties, the Bidding Documents may be examined at the following locations:

Syracuse Builders Exchange, 6563 Ridings Rd., Syracuse, NY 13206
Rochester Builders Exchange, 180 Linden Oaks, Suite 100, Rochester, NY 14625
Northern New York Builders Exchange, 22074 Fabco Road, Watertown, NY 13601
Southern Tier Builders Association, 65 E. Main. St., Falconer, NY 14733
Oswego County Purchasing Department, 46 East Bridge Street, Oswego, NY 13126

Electronic copies on CD of the Bidding Documents may be obtained from Oswego County at the address listed below. Bidders wishing to have a CD mailed to them must provide an address (street address, not a post office box) and a FED Ex or UPS billing number for Bidding Documents. Arrangements for mailing are to be made through the Purchasing department. All interested need to provide as well as an email address, as Addenda issued within four days of the bid opening will be issued via email.

Oswego County Purchasing Department
46 East Bridge Street
Oswego, New York 13126
Phone: 315-349-8307
Addenda will not be distributed to entities not obtaining a CD of the Bidding Documents; be advised that such entities remain responsible for all information contained in the complete set of Bidding Documents.

As bid security, each Bid shall be accompanied by a certified check or Bid Bond made payable to the Owner, in accordance with the amounts and terms described in the Instructions to Bidders.

All qualified Minority and Woman Owned Business Enterprises (MWBE) suppliers, contractors and/or business will be afforded equal opportunity without discrimination because of race, color, sex, religion, age, national origin, disability, sexual preference or Vietnam Era Veteran status.

The Owner requires Bids comply with bidding requirements indicated in the Instructions to Bidders. The Owner reserves the right to reject any and all Bids. The Owner may, at its discretion, waive informalities in Bids, but is not obligated to do so, nor does it represent that it will do so. The Owner will not waive informalities which would give one Bidder substantial advantage or benefit not enjoyed by all affected Bidders. Bids may not be withdrawn before 45 days following the Bid opening thereof, unless an error is claimed by the Bidder in accordance with the Instructions to Bidders.
INSTRUCTIONS TO BIDDERS

ARTICLE 1
PROJECT AND BIDDING INFORMATION

1. Project Identification: County of Oswego Window Replacements.
   a. Project Location: Public Safety Center, 39 Churchill Rd, Oswego, NY, Health Complex,
      74 Bunner St, Oswego, NY, and Legislative Office Building, 46 East Bridge Street,
      Oswego, NY.

2. Owner: Oswego County.
   a. Address: 46 East Bridge Street, Oswego, New York 13126

3. Bid Opening: Bids will be received until the following Bid opening date and time, at the
   following location:
   a. Bid Opening Date and Time: Thursday, January 12, 2017 at 2:00 p.m. local time.
   b. Bid Opening Location: Purchasing Department, County Office Building, 46 East Bridge
      Street, Oswego, New York 13126

4. Bidders are invited to submit Bids for the following Contracts:

5. Access to the Project Site: Subject to Owner’s prior approval of timing, Bidders will be permitted
   access to Project site on Monday through Friday, from 8AM until 5PM except legal holidays.
   a. Contact Owner’s representative designated below, prior to visiting Project site, to arrange
      access.
   b. Owner’s representative: John Bucher, Superintendent, 111 East Eleventh Street, Oswego,
      NY 13126, 315-349-8233.
   c. Special Instructions: Call and make appointment 24 hours prior to desire site visit time.

6. Pre-Bid Conference: A pre-bid conference for potential Bidders and other interested parties will
   be held as follows:
   a. Pre-Bid Conference Date and Time: Tuesday, December 13, 2016, starting at 10:00 am
      local time.
   b. Pre-Bid Conference Location: Oswego County Public Safety Center, 39 Churchill Road,
      Oswego, NY 13126. Enter building through main doors and follow signage for location
      of meeting.

7. Agreement Form: The following will be used as the basis for the form of agreement between the
   Owner and the Contractor (Owner-Contractor Agreement):
ARTICLE 2
DEFINITIONS

1. Definitions in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

   a. “Addenda”: Written or graphic instruments issued by the Architect prior to execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.

   b. “Bid”: Complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

      1) “Base Bid”: Sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated for Alternates.

      2) “Alternates”: Amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

      3) “Unit Price”: Amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

   c. “Bidder”: Person or entity who submits a Bid.

ARTICLE 3
BIDDING PROCEDURES

1. Bid Form: Complete the Bid Form provided, in duplicate, with all blank spaces for Base Bid, Alternates and Unit Prices legibly completed in ink, or typewritten, in both words and figures.

   a. In the event of a discrepancy between amounts written in words and figures, the amount written in words shall govern.

   b. Bid Forms without amounts expressed both in words and figures will not be accepted.

2. Bid Attachments: Complete and submit the following attachments with the Bid Form:

   a. Attachment #1: Vendor Information Sheet

   b. Attachment #2: Non-Collusive Bidding Certification.

   c. Attachment #3: Resolutions for Corporations Only.

   d. Attachment #4: Iranian Energy Divestment Certification

   e. Attachment #5: Subcontractors List.

      1) Submit Subcontractors List, on form provided, in a separate sealed envelope bearing the Bidder’s name, name of Contract, and title “Subcontractors List”.

3.  **Bid Security:**

   a. Submit, with the Bid Form, bid security in the amount of five percent of the Base Bid, in any of the following forms:

      1) Certified check, payable to the Owner; or

      2) Bid Bond, payable to the Owner, on Bid Bond, AIA Document A310, or standard bid bond form, duly executed by the Bidder as principal, with a surety company acceptable to the Owner.

         a) Affix a certified and current copy of the power of attorney for the attorney-in-fact who executes the required bond on behalf of the surety.

   b. Within three days following the Bid opening, bid security will be returned to all Bidders, except the three apparent lowest Bidders.

      1) Within three days following execution of the Owner-Contractor Agreement, bid security will be returned to the three apparent lowest Bidders.

      2) If the Owner-Contractor Agreement has not been executed within 60 days following the Bid opening, bid security will be returned to the three apparent lowest Bidders, except as noted below.

   c. Should the accepted Bidder, within 10 days following Notice of Award, fail or refuse to execute the Owner-Contractor Agreement and to provide the required performance and payment bonds, the accepted Bidder will be deemed to have abandoned the Contract and its bid security will be forfeited to the Owner.

4.  **Bid Submission:** Submit each Bid, including attachments, in a sealed envelope bearing the Bidder’s name and address, name of Contract, and name of Project. Enclose the Subcontractors List (Bid Form Attachment #4) in a separate sealed envelope within the Bid envelope. Deliver Bid to location specified no later than the Bid opening date and time indicated. Any Bid received after the Bid opening date and time indicated will be returned unopened.

5.  **Bid Withdrawal:**

   a. Bid may be withdrawn by the Bidder up until the date and time specified for opening of Bids.

   b. Following the Bid opening, Bid may not be withdrawn before 60 days following the Bid opening, except in the case of Bidder error, as follows:

      1) If the Bidder claims an error in the Bid, submit a written notice to the Architect, within three days following the Bid opening, describing in detail the nature of the error, submitting documentary evidence or proof of such error.

         a) Failure to deliver such notice and evidence or proof, within the time frame required, constitutes a waiver of Bidder’s right to claim error.
2) Upon receipt of required notice and evidence or proof, the Owner, in consultation with the Architect, will determine if an excusable error has been made; and if so, the Owner may permit the Bid to be withdrawn. The Owner’s determination will be conclusive upon the Bidder, its surety, and all who claim rights under the Bidder.

6. Subcontractors List Return: Sealed Subcontractors List (Bid Form Attachment #4) will be returned, unopened, to unsuccessful Bidders after Contract Award.

ARTICLE 4
BIDDING DOCUMENTS

1. Bidding Documents include the bidding requirements and the proposed Contract Documents, as follows:

   a. Bidding requirements consist of the following:

      1) Notice to Bidders.
      2) Instructions to Bidders.
      3) Bid Form, with attachments.
      4) Proposed Products Form.
      5) Proposed Subcontractors Form.
      6) Proposed Schedule of Values Form.
      7) Bidder’s Qualifications Form.

   b. Proposed Contract Documents consist of the following:

      1) Owner-Contractor Agreement.
      2) Conditions of the Contract.
      3) Drawings.
      4) Specifications.
      5) Addenda.

2. Bidding Document Interpretations or Corrections:

   a. Submit requests for Bidding Document interpretation to the Architect, in writing using the provided Pre-Bid Request for Interpretation Form, at least five days prior to the Bid opening.

   b. Interpretations or corrections will be issued in the form of written Addenda. The Architect will not make oral interpretations or corrections.

   c. Addenda will be sent to all known Bidders by Federal Express, UPS, or by certified mail, return receipt requested, no later than four days prior to the Bid opening. Within four days of the Bid opening, Addenda will be sent to all known Bidders via email, with an acknowledgement which is to be emailed back to the Architect, in addition to sending Addenda by one of the aforementioned methods.

      1) Failure of any Bidder to receive any such Addendum by reason of not having provided a proper address and responsible person to whom such Addendum should be delivered shall not relieve the Bidder from any obligation required by the Addendum.
3. Equivalents and Substitutions: The use of manufacturer’s brand names, catalog numbers, and similar proprietary identifying data is intended to establish a standard of quality, appearance, and function for those items. It is not the intention of the Owner or the Architect to eliminate from consideration products that are equivalent in quality, appearance, and function to those identified.

   a. Equivalents:

      1) On Proposed Products Form provided, as post-Bid information, identify and list proposed equivalents to specified products as follows:

         a) Applicable Specification Section and paragraph.
         b) Proposed manufacturer’s name, product brand name, and catalog number of proposed equivalent.
         c) Note any aspect of the specified product that the proposed equivalent cannot meet.

      2) Failure to identify and list proposed equivalents shall be deemed to mean the Bidder will furnish the materials or products indicated in the Contract Documents without exception.

   b. Substitutions: Refer to Division 01 Specification Section “Substitution Procedures”.

ARTICLE 5
BIDDER’S REPRESENTATIONS

1. By submitting a Bid, Bidder represents that:

   a. Bidder has visited and thoroughly inspected the Project site, and has become fully informed of the conditions relating to the Project;

   b. Bidder has received, read, and is thoroughly familiar with the Bidding Documents, including all Addenda issued; and

   c. Bidder has prepared its Bid based on the materials, equipment and systems required by the Bidding Documents or equivalents.

ARTICLE 6
BID CONSIDERATION

1. Opening of Bids: At the designated Bid opening date and time, Bids received will be publicly opened and read aloud.

2. Bid Rejection:

   a. The Owner requires Bids comply with bidding requirements; however, the Owner may, at its discretion, waive informalities in Bids. The Owner is not obligated to do so and does not represent that it will do so. The Owner will not waive informalities which would give one Bidder substantial advantage or benefit not enjoyed by all affected Bidders.

   b. The Owner reserves the right to reject any and all Bids not deemed in the best interests of the Owner, if in its judgment the public interest will be promoted thereby.
c. The Owner reserves the right to reject as “informal” any and all Bids which, in its opinion, are incomplete, conditional, obscure, or contain irregularities of any kind.

d. In rejecting a Bid, the Owner does not forfeit its right to accept the Bid for any other Contract contained in the Project; and the rejection of a Bid is not necessarily a finding by the Owner of any facts or circumstances which would preclude the Bidder from serving as a subcontractor on any portion of the Project.

3. Bid Acceptance: The Owner intends to award the Contract to the responsible Bidder whose Bid complies with conditions to render it formal, who is able to furnish approved surety bonds, and whose Bid is the lowest number of dollars as defined below.

   a. Lowest Bid may be Base Bid plus any Alternates the Owner desires to accept.
   b. If the acceptance of Alternates does not change the low Bidder, the Owner reserves the right to accept any or all Alternates within 60 days following Notice of Award.

ARTICLE 7
POST-BID INFORMATION

1. Contractor Qualifications: The Owner may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work.

   a. The Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, including the provided Bidder’s Qualifications Form.

   b. The Owner reserves the right to reject any Bid if the evidence submitted, or investigation of Bidder fails to satisfy the Owner that the Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

2. Owner’s Financial Capability: Successful Bidder may submit request to Owner for information regarding Owner’s financial arrangements for this Project in accordance with the General Conditions, no later than 30 days following the Bid opening.

3. Post-Bid Submittals:

   a. The three apparent low Bidders shall submit the following completed forms within three days following the Bid opening:

      1) Proposed Products Form.
      2) Proposed Subcontractors Form.
      3) Proposed Schedule of Values Form.
      4) Upon request, Bidder’s Qualifications Form.

ARTICLE 8
PERFORMANCE BOND AND PAYMENT BOND

1. Bond Requirements:

   a. The successful Bidder shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.
b. Bonds shall be obtained from a surety satisfactory to the Owner, authorized and licensed to do business in the state where the Project is located, and listed in the latest issue of the U.S. Treasury Circular 570. The amount of each bond shall be equal to 100 percent of the Contract Sum. The sufficiency of the bonds is subject to the approval of the Owner and bonds deemed insufficient by the Owner may be rejected.

c. Affix a certified and current copy of the power of attorney for the attorney-in-fact who executes the required bonds on behalf of the surety.

2. Time of Delivery and Form of Bonds:

   a. Deliver required bonds to the Owner not later than the date the Agreement in entered into.
   b. Use Performance Bond and Payment Bond, AIA Document A312, unless otherwise approved by the Owner.

ARTICLE 9
MISCELLANEOUS PROVISIONS

1. All applicable laws, ordinances, rules, and regulations of Federal, State, and other authorities having jurisdiction over the Project shall apply to the Contract throughout, and will be deemed included in the Contract as though herein written out in full.

   a. Sections of the New York State Labor Law (LL) and the New York State General Municipal Law (GML) include, but are not limited to, the following:

      1) LL §220, subd. 2: Eight-hour day, 40-hour week.
      2) LL §220, subd. 3 and LL §220-d: Minimum rate of wage and supplement.
      3) LL §220-e: Prohibiting discrimination.
      4) LL §222-a: Prevention of dust hazards.
      5) GML §103-a: Ground for Cancellation of Contract
      6) GML §103-b: Disqualification to Contract
      7) GML §103-d: Statement of non-collusion in bids.
      8) GML §103-g: Iranian Energy Sector Divestment.
      9) GML §106-b: Payment on public work contracts.
     10) GML §108: Workmen’s compensation insurance.

2. Time of Completion: Refer to Division 01 Section “Project Summary – Project Schedule”.

3. All communications regarding this BID with the County shall be solely through the official indicated below or the County representative noted in Article 1. Submit questions in writing by mail, e-mail, or fax to the address listed below. No telephone questions will be accepted or considered. Proposers are specifically directed not to contact any other County officials or employees in any fashion regarding this BID, without prior approval from the County Purchasing Director. Unauthorized communications may result in the rejection of the proposal. The County will not be responsible for any oral representations or instructions. All contact with any County official must take place during normal work hours, at the County office, or at a site related to the service being proposed.
Attachment: Pre-Bid Request for Interpretation Form

END OF SECTION 00 21 13
INSTRUCTIONS TO BIDDERS
ATTACHMENT #1:
PRE-BID REQUEST FOR INTERPRETATION FORM

TAE Project No.: 73513-16001A

Project Name: Oswego County Window Replacements

Email this form including your question to the following address: INE.OswegoCounty@tetratech.com

Bidder Contact Person:
Bidder Phone:
Bidder Email Address:

Question Pertains to:

Drawing Number:
Plan Area:
Room Number:
Drawing Detail Number:
Specification Section:

Question: (Please be specific)

Review by Architect/Engineers:

Submit requests not less than 5 working days prior to the specified Bid Opening date and time. In the event that this question requires clarification or modification of the Bidding Documents, such written information can only be provided by formal Addendum, distributed to all plan holders.
Tetra Tech
Architects & Engineers

BID FROM (Bidder's Name) : _____________________________

(Address) : _____________________________________

Bidder's Telephone : ________________________________

Bidder's Facsimile (Fax) : ___________________________

Bidder's E-mail Address : ____________________________ (if applicable)

BID FORM
(submit in duplicate)

CONTRACT: SINGLE PRIME CONTRACT

PROJECT TITLE: COUNTY OF OSWEGO WINDOW REPLACEMENTS

DATE: NOVEMBER 28, 2016

TETRA TECH
PROJECT NO.: 73513-16001A

OSWEGO COUNTY
PROJECT NO.: 52-16

BID TO: Oswego County Purchasing Department
County Office Building
46 East Bridge Street
Oswego, New York 13126

The Bidder hereby certifies that it has examined and fully understands the requirements and intent of the Bidding Documents, including the Bidding Requirements and proposed Contract Documents; and proposes to furnish all labor, materials, and equipment necessary to complete the Work on, or before, the dates specified in the Contract Documents for the BASE BID sum of:

____________________________________________________________________________________
(words)

______________________________________________________  ($___________________________)
(figures)

Show all amounts in both words and figures; in the event of a discrepancy between amounts written in words and figures, the amount written in words shall govern.

Refer to Division 01 Section “Allowances” for description of allowances to be included in the Base Bid above.
ALTERNATES

Indicate in the spaces provided below the amount to be added to or the amount to be deducted from (as applicable) the Base Bid if the Owner accepts the following Alternates described in Division 01 Section “Alternates”.

Include in the amount of each Alternate, all labor, materials, overhead and profit, modification of Work specified in the Contract Documents, and additional work that may be required by acceptance of the Alternate.

ALTERNATE NO. 1: DELETE ALL WORK ASSOCIATED WITH THE PUBLIC SAFETY CENTER WINDOW REPLACEMENT

Reference Contract Drawings and Specifications.

DEDUCT from the Base Bid the sum of:

$__________________________  ($__________________________)

ALTERNATE NO. 2: DELETE ALL WORK ASSOCIATED WITH THE HEALTH COMPLEX WINDOW REPLACEMENT

Reference Contract Drawings and Specifications.

DEDUCT from the Base Bid the sum of:

$__________________________  ($__________________________)

ALTERNATE NO. 3: DELETE ALL WORK ASSOCIATED WITH THE LEGISLATIVE OFFICE BUILDING WINDOW REPLACEMENT

Reference Contract Drawings and Specifications.

DEDUCT from the Base Bid the sum of:

$__________________________  ($__________________________)

LIST OF ADDENDA RECEIVED

No. __________ Date______________________ No. __________ Date ___________________
No. __________ Date______________________ No. __________ Date ___________________
No. __________ Date______________________ No. __________ Date ___________________

BID ATTACHMENTS

Enclosed with this Bid are the following attachments:

Attachment #1 – Vendor Information Sheet
Attachment #2 – Non-Collusion Certification
Attachment #3 - Resolutions for Corporations Only
Attachment #4 – Iranian Energy Divestment Certification
Attachment #5 – Subcontractors List

BID SECURITY

Enclosed with this Bid is bid security in the amount of five percent of the Base Bid.

EXECUTION OF CONTRACT

If written notice of the acceptance of this Bid is transmitted to the undersigned within 60 days following the Bid opening, the undersigned will, within 10 days following the Notice of Award, execute and transmit a Contract in the form as required by the Architect.

This Bid may be withdrawn at any time prior to the Bid opening.

SIGNATURE

( ) NAME OF BIDDER (Corporate Name)
( ) ______________________________________________
(          Corporate Seal     )
( ) SIGNATURE (Corporate Officer)
( ) ______________________________________________
( ) DATE: ________________________________________

Federal ID Number: ____________________________
NAME OF BIDDER ____________________________________________

BID FORM - ATTACHMENT #1 – SINGLE PRIME WORK
VENDOR INFORMATION SHEET

Proposing Organization: __________________________________________

Address: _______________________________________________________

Phone: (________) ______________________________________________

Fax: (________) ________________________________________________

Invoices Will Be From:

Address: _______________________________________________________

Person To Contact In Reference To Contract:

Name: __________________________________________________________

Title: __________________________________________________________

Address: _______________________________________________________

Phone: (________) ______________________________________________

Fax: (________) ________________________________________________

E-mail: _________________________________________________________

Signatory Authority: _____________________________________________

“In consideration of the limitations of this bid, I hereby certify that the information in this bid is correct to the best of my knowledge, and that I am an official of the above organization authorized to sign and submit this bid.”

__________________________________________

Name/Title

__________________________________________

Signature

__________________________________________

Date
NAME OF BIDDER _________________________________________________

BID FORM - ATTACHMENT #2 – SINGLE PRIME ROOF WORK
NON-COLLUSION CERTIFICATION

General Municipal Law § 103-d

(a) By submission of this bid, each Vendor and each person signing on behalf of any Vendor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor 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 Vendor and will not knowingly be disclosed by the Vendor prior to opening, directly or indirectly, to any other Vendor or to any competitor;

(3) No attempt has been made or will be made by the Vendor 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) have not been complied with; provided however, that if in any case the Vendor cannot make the foregoing certification, the Vendor 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) 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 made for the purpose of restricting competition.

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

By submission of this bid, the undersigned hereby affirms the truth of the foregoing certification under the penalties of perjury.

Company _____________________________________________________ Type or Print Name ______________________________

Date __________________________________________________________ Title ______________________________

Authorized Signature ______________________________

Tetra Tech Oswego County Bid #52-16
Architects & Engineers Project No. 73513-16001A
BID FORM ATTACHMENT #2
NON-COLLUSION CERTIFICATION/ Page 1
NAME OF BIDDER _________________________________________________

BID FORM ATTACHMENT #3 – SINGLE PRIME WORK
RESOLUTION FOR CORPORATIONS ONLY

Resolved that _______________________________________________________(individual) is authorized to sign and submit the bid or bid of this corporation for the following project:

County of Oswego Window Replacements

Tetra Tech Project No.: 73513-16001A
Oswego County Bid# 52-16

and to include in such bid or bid the certificate as to non-collusion required by Section 103-D of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury, and to enter into the contract if awarded to this corporation:

The foregoing is a true and correct copy of the resolution adopted by ________________ ________________________________ Corporation at a meeting of its Board of Directors held on the __________ day of ______________________, _______, and is still in force on this __________ day of ______________________, 2016.

__________________________________________
Secretary

(Seal of Corporation)
BID FORM
ATTACHMENT #4 – SINGLE PRIME WORK

IRANIAN ENERGY DIVESTMENT CERTIFICATION

Pursuant to Section 103-g
Of the New York State
General Municipal Law

A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

___________________________________
Signature

___________________________________
Title

Date    Company
SUBCONTRACTORS LIST

In accordance with New York State law, list below names of each subcontractor for Plumbing, Mechanical and Electrical work whose figures have been used in preparing the Bid, and to whom subcontracts are expected to be awarded, should the Contract be awarded to the Bidder.

Include amount to be paid to each subcontractor.

Any changes to this list will require the approval of the Owner upon a showing of legitimate construction need for the change.

<table>
<thead>
<tr>
<th>Scope of Subcontractor’s Work</th>
<th>Subcontractor Name</th>
<th>Dollar Amount of Subcontract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumbing</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mechanical</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
NAME OF BIDDER________________________________

PROPOSED PRODUCTS FORM

SUBMITTED BY THREE LOW BIDDERS WITHIN THREE DAYS FOLLOWING BID OPENING

In accordance with Articles 4 and 6 of the Instructions to Bidders, list specified products and corresponding proposed equivalent products below. Include additional pages as necessary.

*Attach additional sheet explaining any aspect of the Contract Documents that cannot be complied with by the manufacturer or supplier of the proposed equivalent product.*

<table>
<thead>
<tr>
<th>Specified Product</th>
<th>Equivalent Product</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Section: ____________</td>
<td>Manufacturer: ______________________</td>
</tr>
<tr>
<td>Specified Product: ____________</td>
<td>Product Designation: ______________________</td>
</tr>
<tr>
<td>Technical Section: ____________</td>
<td>Manufacturer: ______________________</td>
</tr>
<tr>
<td>Specified Product: ____________</td>
<td>Product Designation: ______________________</td>
</tr>
<tr>
<td>Technical Section: ____________</td>
<td>Manufacturer: ______________________</td>
</tr>
<tr>
<td>Specified Product: ____________</td>
<td>Product Designation: ______________________</td>
</tr>
<tr>
<td>Technical Section: ____________</td>
<td>Manufacturer: ______________________</td>
</tr>
<tr>
<td>Specified Product: ____________</td>
<td>Product Designation: ______________________</td>
</tr>
<tr>
<td>Technical Section: ____________</td>
<td>Manufacturer: ______________________</td>
</tr>
<tr>
<td>Specified Product: ____________</td>
<td>Product Designation: ______________________</td>
</tr>
<tr>
<td>Technical Section: ____________</td>
<td>Manufacturer: ______________________</td>
</tr>
<tr>
<td>Specified Product: ____________</td>
<td>Product Designation: ______________________</td>
</tr>
<tr>
<td>Technical Section: ____________</td>
<td>Manufacturer: ______________________</td>
</tr>
<tr>
<td>Specified Product: ____________</td>
<td>Product Designation: ______________________</td>
</tr>
<tr>
<td>Technical Section: ____________</td>
<td>Manufacturer: ______________________</td>
</tr>
<tr>
<td>Specified Product: ____________</td>
<td>Product Designation: ______________________</td>
</tr>
</tbody>
</table>
NAME OF BIDDER________________________________

PROPOSED SUBCONTRACTORS FORM

SUBMITTED BY THREE LOW BIDDERS
WITHIN THREE DAYS FOLLOWING BID OPENING

Approval of proposed subcontractors shall be in accordance with Article 5.2 of the General Conditions and Supplementary Conditions.

Instructions:

1. List below names of subcontractors whose figures have been used in preparing the Bid, and to whom subcontractors are expected to be awarded, upon Architect's approval, should the Contract be awarded to the Bidder.

2. List each Specification section and, if work is to be assigned to a subcontractor, name of subcontractor for that section. Changes on approved subcontractors will not be permitted.

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

Tetra Tech
Architects & Engineers

Oswego County Bid #52-16
Project No. 73513-16001A

PROPOSED SUBCONTRACTORS FORM
NAME OF BIDDER_________________________________

BIDDER'S QUALIFICATIONS FORM

NOTARIZED AND SUBMITTED BY THREE LOW BIDDERS
WITHIN THREE DAYS FOLLOWING BID OPENING
UPON REQUEST BY ARCHITECT

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheet.

1. Name of Bidder:

2. Permanent main office address:

3. When organized:

4. If a corporation, where incorporated:

5. How many years have you been engaged in the contracting business under your present firm or trade name?

6. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.)

7. General character of work performed by your company:

8. Have you ever failed to complete any work awarded to you?

   If so, where and why?

9. Have you ever defaulted on a contract?

   If so, where and why?

10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.

11. List your major equipment available for this Contract.

12. List your experience in work similar to this project.

13. List the background and experience of the principal members of your organization, including officers.

14. List the work to be performed by Subcontractors and summarize the dollar value of each Subcontract.

15. Credit available: $

16. Give bank reference:
17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

18. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Bidder's Qualifications Form.

Dated ______________________________ this __________________ date of ____________, 20__.

____________________________________________
(Name of Bidder)

By _______________________________________
Title _______________________________________  

State of ______________________________________) ) ss.
County of ____________________________________

____________________________________ being duly sworn deposes and says that he is __________
____________________________________ of ____________________________________________

____________________________________ (Name of Organization)

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

Subscribed and sworn to before me

day of __________________________, 20__

My commission expires ____________________________, 20__
for the following PROJECT:
(Name and location or address)
County of Oswego
Window Replacements
Oswego County Bid #52-16
TT Project No. 73513-16001A

THE OWNER:
(Name, legal status and address)
County of Oswego
46 East Bridge Street
Oswego, New York 13126

THE ARCHITECT:
(Name, legal status and address)
Tetra Tech Engineers, Architects & Landscape Architects, P.C.
d/b/a Tetra Tech Architects & Engineers
10 Brown Road
Ithaca, New York 14850

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
TERMINATION OR SUSPENSION OF THE CONTRACT

CLAIMS AND DISPUTES
INDEX
(Topics and numbers in bold are section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, 12.3
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,
10.2.8, 13.4.2, 13.7, 14.1, 15.2
Addenda
1.1.1, 3.1.1.1
Additional Costs, Claims for
3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, 13.5
Additional Insured
11.1.4
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, 15.1.5
Administration of the Contract
3.1.3, 4.2, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Alliances
3.8, 7.3.8
All-risk Insurance
11.3.1, 11.3.1.1
Applications for Payment
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5.1, 9.6.3, 9.7, 9.10,
11.1.3
Approvals
2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10,
4.2.7, 9.3.2, 13.5.1
Arbitration
8.3.1, 11.3.10, 13.1.1, 15.3.2, 15.4
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.4.1, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2,
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,
13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1
Architect, Limitations of Authority and
Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2,
4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4,
9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2
Architect's Additional Services and Expenses
2.4.1, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.4.1, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,
7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,
13.5.2, 15.2, 15.3
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5,
3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18,
4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5,
15.2
Architect’s Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7
Architect's Representatives
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for
Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1, 5.2.1, 11.4.1
Binding Dispute Resolution
9.7, 11.3.9, 11.3.10, 13.1.1, 15.2.5, 15.2.6.1, 15.3.1,
15.3.2, 15.4.1
Boiler and Machinery Insurance
11.3.2
Bonds, Lien
7.3.7.4, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.7.4, 9.6.7, 9.10.3, 11.3.9, 11.4

AIA Document A201™ – 2007. Copyright © 2011, 2015, 2018, 2025, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:09:10 on 12/02/2016 under Order No 5276578592_1 which expires on 01/27/2017, and is for resale.

User Notes:
Building Permit
3.7.1

Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5

Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7,
9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3

Certificates of Inspection, Testing or Approval
13.5.4

Certificates of Insurance
9.10.2, 11.1.3

Change Orders
1.1.1, 2.4.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11.1, 3.12.8, 4.2.8,
5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.6, 7.3.9, 7.3.10,
8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9,
12.1.2.1, 15.1.3

Change Orders, Definition of
7.2.1

CHANGES IN THE WORK
2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1,
11.3.9

Claims, Definition of
15.1.1

CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4
Claims and Timely Assertion of Claims
15.4.1

Claims for Additional Cost
3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, 15.1.4

Claims for Additional Time
3.2.4, 3.7.46.1.1, 8.3.2, 10.3.2, 15.1.5

Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1,
11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Claims Subject to Arbitration
15.3.1, 15.4.1

Cleaning Up
3.15, 6.3

Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,
6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1,
15.1.4

Commencement of the Work, Definition of
8.1.2

Communications Facilitating Contract
Administration
3.9.1, 4.2.4

Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,
9.10, 12.2, 13.7, 14.1.2

COMPLETION, PAYMENTS AND
9

Completion, Substantial
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,
12.2, 13.7

Compliance with Laws
1.6.1, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4,
10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6,
14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract
1.1.1, 6.1.1, 6.1.4

Consent, Written
3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1,
9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2

Consolidation or Joiner
15.4.4

CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS
1.1.4, 6

Construction Change Directive, Definition of
7.3.1

Construction Change Directives
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3,
9.3.1.1

Construction Schedules, Contractor's
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contingent Assignment of Subcontracts
5.4, 14.2.2.2

Continuing Contract Performance
15.1.3

Contract, Definition of
1.1.2

CONTRACT, TERMINATION OR
SUSPENSION OF THE
5.4.1.1, 11.3.9, 14

Contract Administration
3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3

Contract Documents, Definition of
1.1.1

Contract Sum
3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, 9.1, 9.4.2, 9.5.1.4,
9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4,
15.2.5

Contract Sum, Definition of
9.1

Contract Time
3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4,
8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2,
15.1.5.1, 15.2.5

Contract Time, Definition of
8.1.1
CONTRACTOR

3
Contractor, Definition of
3.1, 6.1.2

Contractor’s Construction Schedules
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contractor’s Employees
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Contractor’s Liability Insurance
11.1

Contractor’s Relationship with Separate Contractors and Owner’s Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4

Contractor’s Relationship with Subcontractors
1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8

Contractor’s Relationship with the Architect
11.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1

Contractor’s Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor’s Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3.1, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor’s Review of Contract Documents
3.2

Contractor’s Right to Stop the Work
9.7

Contractor’s Right to Terminate the Contract
14.1, 15.1.6

Contractor’s Submittals

Contractor’s Superintendent
3.9, 10.2.6

Contractor’s Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3

Contractual Liability Insurance
11.1.1.8, 11.2

Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications
1.5, 2.2.5, 3.11

Copyrights
1.5, 3.17

Correction of Work
2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2

Correlation and Intent of the Contract Documents
1.2

Cost, Definition of
7.3.7

Costs
2.4.1, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14

Cutting and Patching
3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4

Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4.1, 11.3.1, 12.2.4

Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Damages for Delay
6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2

Date of Commencement of the Work, Definition of
8.1.2

Date of Substantial Completion, Definition of
8.1.3

Day, Definition of
8.1.4

Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification
9.4.1, 9.5, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.3.1, 2.4.1, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1

Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5

Disputes
6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site
3.11

Drawings, Definition of
1.1.5

Drawings and Specifications, Use and Ownership of
3.11

Effective Date of Insurance
8.2.2, 11.1.2

Emergencies
10.4, 14.1.1.2, 15.1.4

Employees, Contractor’s
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Equipment, Labor, Materials or
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1,
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5,
3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2,
9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,
10.4.1, 14.3, 15.1.5, 15.2.5
Failure of Payment
9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.3.1, 11.3.5,
12.3.1, 14.2.4, 14.4.3
Financial Arrangements, Owner’s
2.2.1, 13.2.2, 14.1.1.4
Fire and Extended Coverage Insurance
11.3.1.1
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials
10.2.4, 10.3
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, 3.18, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2,
11.3.7
Information and Services Required of the Owner
2.1, 2.2, 2.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5,
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1,
13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4,
15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4.1
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 12.2.1, 13.5
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7.8.2.2, 12, 13.5.2

Instruments of Service, Definition of
1.1.7
Insurance
3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 11
Insurance, Boiler and Machinery
11.3.2
Insurance, Contractor’s Liability
11.1
Insurance, Effective Date of
8.2.2, 11.1.2
Insurance, Loss of Use
11.3.3
Insurance, Owner’s Liability
11.2
Insurance, Property
10.2.5, 11.3
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Interest
13.6
Interpretation
1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12, 15.1.4
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13.1, 4.1.1, 9.6.4, 9.9.1,
10.2.2, 11.1.1, 11.3, 13.1.1, 13.4, 13.5.1, 13.5.2,
13.6.1, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 13.7, 15.4.1.1
Limitations of Liability
2.3.1, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7,
4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3,
11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2
Limitations of Time
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
5.2, 5.3.1, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5,
11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15
Loss of Use Insurance
11.3.3

Init.
AIA Document A201™ — 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:08:10 on 12/02/2018 under Order No.5276578592_1 which expires on 01/27/2017, and is not for resale.

User Notes:
Material Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5
Materials, Hazardous
10.2.4, 10.3
Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12,
3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2,
9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1,
14.2.1.2
Means, Methods, Techniques, Sequences and
Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 15.2.8
Mediation
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, 15.3,
15.4.1
Minor Changes in the Work
1.1.1, 3.12.8, 4.2.8, 7.1, 7.4
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2, 11.3.1
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, 12.3
Nonconforming Work, Rejection and Correction of
2.3.1, 2.4.1, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3,
9.10.4, 12.2.1
Notice
2.2.1, 2.3.1, 2.4.1, 3.7.2, 3.12.9, 5.2.1,
9.7, 9.10, 10.2.2, 11.3, 12.2.2.1, 13.3, 13.5.1,
13.5.2, 14.1, 14.2, 15.2.8, 15.4.1
Notice, Written
2.3.1, 2.4.1, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7,
9.10, 10.2.2, 10.3, 11.3.3, 11.3.6, 12.2.2.1, 13.3, 14,
15.2.8, 15.4.1
Notice of Claims
3.7.4, 10.2.8, 15.1.2, 15.4
Notice of Testing and Inspections
13.5.1, 13.5.2
Observations, Contractor’s
3.2, 3.7.4
Occupancy
2.2.2, 9.6.6, 9.8, 11.3.1.5
Orders, Written
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1,
13.5.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Information and Services Required of
2.1.2, 2.2, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2,
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1,
13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Owner’s Authority
1.5, 2.1.1, 2.3.1, 2.4.1, 3.4.2, 3.8.1, 3.12.10, 3.14.2,
4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3,
7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4,
9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2,
12.3.1, 12.3.2, 14.3, 14.4, 15.2.7
Owner’s Financial Capability
2.2.1, 13.2.2, 14.1.1.4
Owner’s Liability Insurance
11.2
Owner’s Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner’s Right to Carry Out the Work
2.4, 14.2.2
Owner’s Right to Clean Up
6.3
Owner’s Right to Perform Construction and to
Award Separate Contracts
6.1
Owner’s Right to Stop the Work
2.3
Owner’s Right to Suspend the Work
14.3
Owner’s Right to Terminate the Contract
14.2
Ownership and Use of Drawings, Specifications
and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, 1.5, 2.2.5, 3.2.2, 3.11.1, 3.17,
4.2.12, 5.3.1
Partial Occupancy or Use
9.6.6, 9.9, 11.3.1.5
Patch, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1,
14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,
9.10.3, 13.7, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3.1,
13.7, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.7.4, 9.6.7, 9.10.3, 11.4
Payments, Progress
9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.7.4, 9.6.7, 9.10.3, 11.4
Permits, Fees, Notices and Compliance with Laws
2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, 3.12, 4.2.7
Progress and Completion
4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.3
Progress Payments
9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, 11.3
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4
Rejection of Work
3.5, 4.2.6, 12.2.1
Releases and Waivers of Liens
9.10.2
Representations
3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.3, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.3, 2.4.4, 3.5.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, 13.4, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3.1, 10.1, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Special Inspections and Testing
4.2.6, 12.2.1, 13.5
Specifications, Definition of
1.1.6
Specifications
1.1.1, 1.1.6, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14
Statute of Limitations
13.7, 15.4.1.1
Stopping the Work
2.3, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3
(Paragraph deleted)
Subrogation, Waivers of 6.1.1, 11.3.7
Substantial Completion 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7
Substantial Completion, Definition of 9.8.1
Substitution of Subcontractors 5.2.3, 5.2.4
Substitution of Architect 4.1.3
Substitutions of Materials 3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of 5.1.2
Subsurface Conditions 3.7.4
Successors and Assigns 13.2
Superintendent 3.9, 10.2.6
Supervision and Construction Procedures 1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3
Surety 5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7
Surety, Consent of 9.10.2, 9.10.3
Surveys 2.2.3
Suspension by the Owner for Convenience 14.3
Suspension of the Work 5.4.2, 14.3
Suspension or Termination of the Contract 5.4.1.1, 14
Taxes 3.6, 3.8.2.1, 7.3.7.4
Termination by the Contractor 14.1, 15.1.6
Termination by the Owner for Cause 5.4.1.1, 14.2, 15.1.6
Termination by the Owner for Convenience 14.4
Termination of the Architect 4.1.3
Termination of the Contractor 14.2.2
TERMINATION OR SUSPENSION OF THE CONTRACT 14
Tests and Inspections 3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1.1, 12.2.1, 13.5
TIME 8
Time, Delays and Extensions of 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5
Time Limits 2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4
Time Limits on Claims 3.7.4, 10.2.8, 13.7, 15.1.2
Title to Work 9.3.2, 9.3.3
Transmission of Data in Digital Form 1.6
UNCOVERING AND CORRECTION OF WORK 12
Uncovering of Work 12.1
Unforeseen Conditions, Concealed or Unknown 3.7.4, 8.3.1, 10.3
Unit Prices 7.3.3.2, 7.3.4
Use of Documents 1.1.1, 1.5, 2.2.5, 3.12.6, 5.3
Use of Site 3.13, 6.1.1, 6.2.1
Values, Schedule of 9.2, 9.3.1
Waiver of Claims by the Architect 13.4.2
Waiver of Claims by the Contractor 9.10.5, 13.4.2, 15.1.6
Waiver of Claims by the Owner 9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6
Waiver of Consequential Damages 14.2.4, 15.1.6
Waiver of Liens 9.10.2, 9.10.4
Waivers of Subrogation 6.1.1, 11.3.7
Warranty 3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7
Weather Delays 15.1.5.2
Work, Definition of 1.1.3
Written Consent 1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1.1, 13.2, 13.4.2, 15.4.4.2
Written Interpretations 4.2.11, 4.2.12
ARTICLE 1 GENERAL PROVISIONS
§ 1.1 BASIC DEFINITIONS
§ 1.1.1 THE CONTRACT DOCUMENTS
The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The Contract Documents include the Notice to Bidders, Instructions to Bidders, sample forms, and the Contractor's bid.

§ 1.1.2 THE CONTRACT
The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK
The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT
The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS
The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS
The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE
Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER
The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS
§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:
.1 Modifications, as defined in Section 1.1.1.
.2 The Agreement.
.3 Addenda, with those of later date having precedence over those of earlier date.
.4 The General Conditions of the Contract for Construction.
.5 Division 01 of the Specifications.
.6 Drawings and remaining Divisions of the Specifications.

In the case of conflicts or discrepancies between Drawings and Divisions of the Specifications (other than Division 01), or within or among the Contract Documents and not clarified by Addendum, the Architect will determine which takes precedence in accordance with Sections 4.2.11, 4.2.12, and 4.2.13.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION
Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION
In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE
§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM
If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER
§ 2.1 GENERAL
§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic’s lien rights. Such
information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER
§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

(Paragraph deleted)
§ 2.2.5 The Owner shall furnish the Contractor (3) copies of the Contract Documents, including one set to be used for the Project Record Drawings. The Contractor may purchase additional copies at the cost of reproduction, postage and handling.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK
If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR
§ 3.1 GENERAL
§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have
express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR
§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.2.1 Do not scale Drawings. Follow figure dimensions, confirming on site.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Change Proposal. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES
§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the job site safety thereof and, except as stated below, shall be fully and solely responsible for the job site safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the
Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS
§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.2.1 After the Contract has been executed, the Owner and Architect will consider requests for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 01 of the Specifications). By making requests for substitutions, the Contractor:

.1 represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
.2 represents that it will provide the same warranty for the substitution as it would have provided for the product specified;
.3 certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect’s redesign costs, and waives all claims for additional costs related to the substitution that subsequently become apparent; and
.4 shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.2.2 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor’s proposed substitutions for convenience after the period noted in Division 01 Section "Substitution Procedures" and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
§ 3.6 TAXES
The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.6.1 The Owner is exempt from payment of Federal, State, local taxes, and from payment of sales and compensating use taxes of the State of New York and of cities and counties on all materials and supplies sold to the Owner pursuant to the provisions of this Contract. These taxes are not to be included in bids. This exemption does not, however, apply to tools, machinery, equipment, or other property leased by, or to the Contractor or a subcontractor; and the Contractor and its subcontractor shall be responsible for, and pay, any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS
§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.1.1 The Owner shall secure the building permit.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.2.1 In accordance New York State Labor Law Article 8, Section 220, subd. 3-a(a), the Contractor shall submit to the Owner within 30 days after issuance of Contractor’s first payroll, and every 30 days thereafter, a transcript of the original payroll record, subscribed and affirmed as true under the penalties of perjury.

§ 3.7.2.2 The Contractor shall comply with all applicable New York State Department of Labor requirements, including the provision that every worker employed in performance of a public work contract shall be certified as having completed an OSHA 10-hour safety training course. The Contractor and subcontractor shall be solely responsible for compliance with this requirement with respect to their employees. The Contractor’s or subcontractor’s failure to comply with this requirement shall not transfer or in any way impose the responsibility for worker safety upon the Owner or the Architect.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor’s cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect’s determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but
shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES
§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,
   .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
   .2 Contractor’s costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
   .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor’s costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness,

§ 3.8.4 Refer to Division 01 Section "Allowances" for additional information.

§ 3.9 SUPERINTENDENT
§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner’s consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR’S CONSTRUCTION SCHEDULES
§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner’s and Architect’s information a Contractor’s construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

(Paragraph deleted)
§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE
The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.
§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect’s approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect’s approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect’s approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor’s responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear
such professional’s written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 The Architect’s review of Contractor’s submittals will be limited to examination of an initial submittal and (1) resubmittal. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of additional resubmittals.

§ 3.13 USE OF SITE
The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.1 The Contractor shall be responsible for enforcing the following rules of conduct for its personnel and those of its subcontractors, sub-subcontractors, and suppliers at the Project site, and the Owner’s Project Representative shall provide interpretations should a question arise if the rules of conduct are being adequately enforced by the Contractor:

.1 No smoking or use of tobacco products.
.2 No drinking of alcoholic beverages or use of controlled substances.
.3 No working, or presence on site, under the influence of alcoholic beverages or controlled substances.
.4 No use of indecent language or display of indecent images, publications or terms.
.5 No use of radios or other entertainment devices.
.6 No horseplay or dangerous behavior.
.7 No firearms or other weapons.
.8 No communication with staff.

§ 3.13.2 The Contractor shall require its personnel and those of its subcontractors, sub-subcontractors and suppliers to wear visible photo-identification badges acceptable to the Owner, at all times for identification and security purposes.

§ 3.14 CUTTING AND PATCHING
§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor, such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor’s consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP
§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor’s tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.
§ 3.16 ACCESS TO WORK
The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION
§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect’s consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT
§ 4.1 GENERAL
§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT
§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner’s representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will
not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor’s rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION
Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect’s consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect’s evaluations of the Contractor’s Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect’s action will be taken, with reasonable promptness while allowing sufficient time in the Architect’s professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect’s review of the Contractor’s submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect’s review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect’s responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.
§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 4.2.14.1 Contractor's requests for information shall be prepared and submitted in accordance with Division 01 Section "Project Management and Coordination."

ARTICLE 5 SUBCONTRACTORS
§ 5.1 DEFINITIONS
§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK
§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.2.5 The Contractor shall perform at least fifty percent (50%) of the cost of the Contract (not including the costs of materials, insurance, bonds, submittals and similar items) with its own employees.

§ 5.3 SUBCONTRACTUAL RELATIONS
By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by
terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

1. assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.
§ 6.2 MUTUAL RESPONSIBILITY
§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor’s construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor’s Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner’s or separate contractor’s completed or partially completed construction is fit and proper to receive the Contractor’s Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor’s delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor’s delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER’S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7    CHANGES IN THE WORK
§ 7.1 GENERAL
§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.1.4 The combined overhead and profit (for Contractor, subcontractors, suppliers, and contractors of a lower-tier) included in the total cost to the Owner for a change in the Work shall be as follows:

.1 Maximum combined overhead and profit, fifteen percent (15%) of the cost.
.2 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7.
.3 To facilitate checking of quotations for extras or credits, all proposals shall be accompanied by a complete itemization of costs including labor, materials, rental costs, and Subcontracts. Subcontracts shall be itemized also.

§ 7.2 CHANGE ORDERS
§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and

Init.

AIA Document A201™—2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1968, 1981, 1983, 1966, 1970, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:09:10 on 12/02/2016 under Order No. 5279578592_1 which expires on 01/27/2017, and is not for resale.

User Notes: (1886089332) 24
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES
§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:
.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or
(Paragraphs deleted)
other.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect’s professional judgment, to be reasonably justified. The Architect’s interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK
The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME
§ 8.1 DEFINITIONS
§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION
§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME
§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor’s control; or by delay authorized by the Owner pending mediation; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.
ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM
The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES
Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require, including copies of the Contractor-Subcontractor agreements, if requested. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT
§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor’s right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. The form of Application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702, Application and Certificate for Payment. Alternative payment application forms are not permitted. AIA Document G702 shall be supported by a current authorized edition of AIA Document G703, Continuation Sheet or equivalent continuation sheet, subject to the approval of Owner and Architect.

(Paragraph deleted)

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Until Substantial Completion, the Owner shall pay 95 percent of the amount due the Contractor on account of progress payments. At Substantial Completion, the Architect may authorize remaining partial payments to be made in full, less twice the value of items remaining to be completed and an amount necessary to satisfy any outstanding claims, liens, or judgments.

§ 9.3.1.4 Applications for Payment must be accompanied by any and all releases of liens for previous applications from Contractor and his/her subcontractors and a sworn and notarized statement that all subcontractors have been paid to at least 95% of previously requisitioned sums.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner’s title to such materials and equipment or otherwise protect the Owner’s interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor’s knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT
§ 9.4.1 The Architect will, within seven days after receipt of the Contractor’s Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect’s reasons for withholding certification in whole or in part as provided in Section 9.5.1.
§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect’s evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION
§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect’s opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect’s opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of:
  .1 defective Work not remedied;
  .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
  .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
  .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
  .5 damage to the Owner or a separate contractor;
  .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or
  .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect.

§ 9.6 PROGRESS PAYMENTS
§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor’s portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.
§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor’s Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days’ written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

(Paragraphs deleted)

§ 9.8.3 No later than 14 days prior to the Contract-scheduled date of Substantial Completion, the Contractor shall issue a letter to the Architect (and CM) confirming their work is ready for the Substantial Completion inspection. No later than seven days after Contract-scheduled date of Substantial Completion (including authorized adjustments), the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. Absent the contractor letter confirming readiness of work, the Architect may elect to postpone the substantial completion inspection. If the Architect’s inspection discloses any item which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine the actual date of Substantial Completion.

.1 The Architect will perform no more than one inspection to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish
responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

(Paragraph deleted)

§ 9.10.1. On or within seven (7) days following the date of Final Completion (as established in the bid documents or modified by Change Order) the Architect will conduct a final inspection of the work. As a result of that inspection, the Architect will issue a Final Inspection Report. This report will document the condition of the work and will render a formal opinion as to whether or not the work or designated portion is complete. If, as a result of the Architect’s inspection, it is determined that the work is not complete and in accordance with the Contract Documents, the Architect shall notify the Owner and Contractor in writing of this opinion. This notice will include the Final Inspection Report documenting the conditions of the work and will be considered a formal notice to the Contractor of their failure to fulfill the terms and conditions of their contract.

If as a result of this inspection, it is determined that the work is complete, the Contractor shall submit their Final Payment Application and Certificate for Payment. The Architect will then certify and issue the final Certificate for Payment stating that to the best of the Architects knowledge, information and belief, and on the basis of the Architect’s periodic site visits and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect’s final Certificate for payment will constitute a further representation that the conditions listed in section 9.10.2 as precedent to the Contractor’s being entitled to final payment have been fulfilled. The final Certificate for Payment will not be issued until all work on the final inspection report is completed or corrected.

§ 9.10.1.1 The Architect will perform no more than one inspection to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner’s property might be responsible or encumbered (less amounts

AIA Document A201™ - 2007. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1997, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:09:10 on 12/02/2016 under Order No.5276578592_1 which expires on 01/27/2017, and is not for resale.

User Notes:
withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from
.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents; or
.3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY
§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS
The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY
§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to
.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.4.1 When use or storage of explosives, or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice.

§ 10.2.4.2 If the Contract Documents require the Contractor to handle materials or substances that under certain circumstances may be designated as hazardous, the Contractor shall handle such materials in an appropriate manner.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor’s obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor’s organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor’s superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor’s written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor’s reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect’s consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from
performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor’s fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner’s fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor’s discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR’S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor’s operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers’ compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed, including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor’s employees or persons or entities excluded by statute from the requirements of Section 11.1.1.1 but required by the Contract Documents to provide the insurance required by that section;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor’s employees;
4. Claims for damages insured by usual personal injury liability coverage;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7. Claims for bodily injury or property damage arising out of completed operations; and
8. Claims involving contractual liability insurance applicable to the Contractor’s obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor’s completed operations coverage, until the expiration of the period for correction.
of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.2.1 The limits for Worker's Compensation and Employers' Liability insurance shall meet statutory limits mandated by State and Federal Laws. If (1) limits in excess of those required by statute are to be provided, (2) the employer is not statutorily bound to obtain such insurance coverage, or (3) additional coverages are required, additional coverages and limits for such insurance shall be as follows:

§ 11.1.2.2 Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the municipality as an additional insured on the contractor's insurance policies, with the exception of workers' compensation and NY State disability.

§ 11.1.2.3 The policy naming the municipality as an additional insured shall:

Be an insurance policy from an A.M. Best rated "secured" or better insurer, authorized to conduct business in New York State. A New York licensed insurer is preferred. The decision to accept specific insurers lies exclusively with the municipality; Additional insured status shall be provided by ISO endorsement CG 2010 01 85 or its equivalent. Examples of equivalent ISO additional insured endorsements include using both CG 20 33 1 0 0 0 1 and CG 20 37 1 0 0 0 01 together. A completed copy of the endorsement must be attached to the certificate of insurance; state that the organization's coverage shall be primary and non-contributory coverage for the municipality, its Board, employees and volunteers. The certificate of insurance must describe the specific services provided by the consultant (e.g., asbestos testing, consulting) that are covered by the professional or errors & omissions policy.

At the Municipality's request, the contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.

§ 11.1.2.4 The contractor agrees to indemnify the municipality for any applicable deductibles and self-insured retentions.

§ 11.1.2.5 Required Insurance:

Commercial General Liability Insurance

$2,000,000 per occurrence/ $3,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.

Automobile Liability

$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.

Workers' Compensation, Employers Liability and NYS Disability Insurance Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

Asbestos/Lead Abatement Insurance

With coverage for the services rendered for the municipality, including, but not limited to removal, replacement enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. $2,000,000 per occurrence/ $2,000,000, including products and completed operations. If a retroactive date is used, it must pre-date the inception of the contract. If the contractor is using motor vehicles to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948 or equivalent) as well as proof of MCS 90.
Excess Insurance

$1,000,000 each Occurrence and Aggregate. Excess coverage shall be on a follow-form basis.

Bid, Performance and Labor & Material Bonds

If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.

§ 11.1.2.6 Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The contractor is to provide the municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

§ 11.1.2.7 The municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the municipality but also the NYMIR, as the municipality’s insurer.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days’ prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.3.1 If this insurance is written on a Commercial General Liability policy form, the certificates shall be ACORD form 25 Certificate of Liability Insurance, completed and supplemented with Supplemental Attachment for ACORD Certificate of Insurance 25 (Attachment #1 of General Conditions), and ACORD Form 101 Additional Remarks Schedule as applicable.

§ 11.1.3.2 Each policy shown on the certificate shall be endorsed to provide the holder and, any and all additional insured, with 30 day notice of cancellation and/or expiration.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect’s consultants as additional insureds for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s completed operations.

§ 11.2 OWNER’S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder’s risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.
§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsehood, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect’s and Contractor’s services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

(Paragraph deleted)

§ 11.3.1.4 The Contractor shall at the Contractor’s own expense provide insurance coverage for materials stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the Work in transit until such materials are permanently attached to the Work.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

(Paragraphs deleted)

§ 11.3.1.6 The insurance required by Section 11.3 is not intended to cover machinery, tools or equipment owned or rented by the Contractor that are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor’s own expense, provide insurance coverage for owned or rented machinery, tools or equipment, which shall be subject to the provisions of Section 11.3.7.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner’s option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner’s property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner’s property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3, if requested in writing by the Contractor. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days’ prior written notice has been given to the Contractor.
§ 11.3.7 WAIVERS OF SUBROGATION
The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect’s consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect’s consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner’s property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner’s duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner’s exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND
(Paragraph deleted)
§ 11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds shall be obtained from a surety satisfactory to the Owner, licensed to do business in the state where the Project is located, and listed in the latest issue of the United States Treasury Circular 570, and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum. The sufficiency of the bonds is subject to the approval of the Owner and bonds deemed insufficient by the Owner may be rejected. The award of this contract is expressly subject to the prior approval of the State of New York, or the appropriate agency/department thereof, regarding the authenticity of the bonds posted hereunder pursuant to General Municipal Law 103-f and NYS Finance Law 139-e if applicable.

§ 11.4.1.1 The Contractor shall deliver the required bonds to the Owner not later than the date the Agreement is entered into, on AIA Document A312-2010, Performance Bond and Payment Bond.

§ 11.4.1.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
ARTICLE 12  UNCOVERING AND CORRECTION OF WORK
§ 12.1 UNCOVERING OF WORK
§ 12.1.1 If a portion of the Work is covered contrary to the Architect’s request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect’s examination and be replaced at the Contractor’s expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner’s expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor’s expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK
§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION
The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect’s services and expenses made necessary thereby, shall be at the Contractor’s expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION
§ 12.2.2.1 In addition to the Contractor’s obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor’s correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor’s liability with respect to the Contractor’s obligations other than specifically to correct the Work.
§ 12.3 ACCEPTANCE OF NONCONFORMING WORK
If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS
Paragraphs deleted
§ 13.1 GOVERNING LAW
The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS
§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE
Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES
§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS
§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner’s expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary
by such failure including those of repeated procedures and compensation for the Architect’s services and expenses shall be at the Contractor’s expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST
Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS
The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7. This provision shall survive the term of this agreement.

§ 13.8 EQUAL OPPORTUNITY
§ 13.8.1 The Contractor shall maintain policies of employment as follows:

.1 The Contractor and the Contractor’s subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the policies of non-discrimination.

.2 The Contractor and the Contractor’s subcontractors shall, in all solicitations or advertisement for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

§ 13.9 WAGE RATES
§ 13.9.1 The Contractor shall comply with Prevailing Wage Rates issued and periodically updated, by the New York State Department of Labor, for the location and duration of the Project.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT
§ 14.1 TERMINATION BY THE CONTRACTOR
§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days’ written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for the Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner’s obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days’ written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor’s surety, if any, seven days’ written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect’s services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.
§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
2. that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE
§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner’s convenience, the Contractor shall
1. cease operations as directed by the Owner in the notice;
2. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
and
3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner’s convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES
§ 15.1 CLAIMS
§ 15.1.1 DEFINITION
A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS
Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.2.1 Written notice shall contain a heading stating "Notice of Claim" to clearly identify it as such. Such notice shall set forth in detail the circumstances that form the basis for the Claim and shall include the following:

1. Clear statement of claim matter, including background and chronology.
2. Documentation in support of claim matter.
3. Documentation in support of claimed damages.
4. Certification by responsible officer of claimant.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE
Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST
If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.
§ 15.1.5 CLAIMS FOR ADDITIONAL TIME
§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor’s Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.5.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days’ increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

§ 15.1.5.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES
The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination in accordance with Article 14.

§ 15.2 INITIAL DECISION
§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker’s sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner’s expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a

""
response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION
§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(Paragraphs deleted)
Additions and Deletions Report for
AIA® Document A201™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:09:10 on 12/02/2016.

PAGE 1

County of Oswego
Window Replacements
Oswego County Bid #52-16
TT Project No. 73513-16001A

...(Name, legal status and address)
County of Oswego
46 East Bridge Street
Oswego, New York 13126

...(Name, legal status and address)
Tetra Tech Engineers, Architects & Landscape Architects, P.C.
d/b/a Tetra Tech Architects & Engineers
10 Brown Road
Ithaca, New York 14850

PAGE 3

1.1.1, 3.11.1.1

...(8.3.1, 11.3.10, 13.1.1, 15.3.2, 15.4)

...(2.4, 2.4.1, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1)

...(2.4, 2.4.1, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4)

...(2.4, 2.4.1, 3.1.3, 3.5, 3.10.2, 4.2.7)
Submittal Schedule
3.10.2, 3.12.5, 4.2.7

3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1, 11.4.1.1, 12.2.1, 13.5

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 10.4.1, 14.3.2, 15.1.5, 15.2.5

PAGE 11

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary-General and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor’s bid or proposal, or portions of Addenda relating to bidding requirements. The Contract Documents include the Notice to Bidders, Instructions to Bidders, sample forms, and the Contractor’s bid.

§ 1.2.1.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. Modifications, as defined in Section 1.1.1.
2. The Agreement.
3. Addenda, with those of later date having precedence over those of earlier date.
4. The General Conditions of the Contract for Construction.
5. Division 01 of the Specifications.
6. Drawings and remaining Divisions of the Specifications.

In the case of conflicts or discrepancies between Drawings and Divisions of the Specifications (other than Division 01), or within or among the Contract Documents and not clarified by Addendum, the Architect will determine which takes precedence in accordance with Sections 4.2.11, 4.2.12, and 4.2.13.

PAGE 13

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.2.5 The Owner shall furnish the Contractor (3) copies of the Contract Documents, including one set to be used for the Project Record Drawings. The Contractor may purchase additional copies at the cost of reproduction, postage and handling.

PAGE 14

§ 3.2.2.1 Do not scale Drawings. Follow figure dimensions, confirming on site.
§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor’s notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15, submit Change Proposal. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to the Contractor’s requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

PAGE 15

§ 3.4.2.1 After the Contract has been executed, the Owner and Architect will consider requests for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 01 of the Specifications). By making requests for substitutions, the Contractor:

1. represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
2. represents that it will provide the same warranty for the substitution as it would have provided for the product specified;
3. certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect’s redesign costs, and waives all claims for additional costs related to the substitution that subsequently become apparent; and
4. shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.2.2 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor’s proposed substitutions for convenience after the period noted in Division 01 Section "Substitution Procedures" and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.

PAGE 16

§ 3.6.1 The Owner is exempt from payment of Federal, State, local taxes, and from payment of sales and compensating use taxes of the State of New York and of cities and counties on all materials and supplies sold to the Owner pursuant to the provisions of this Contract. These taxes are not to be included in bids. This exemption does not, however, apply to tools, machinery, equipment, or other property leased by, or to the Contractor or a subcontractor; and the Contractor and its subcontractor shall be responsible for, and pay, any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property.

...§ 3.7.1.1 The Owner shall secure the building permit.

§ 3.7.2.1 In accordance New York State Labor Law Article 8, Section 220, subd. 3-a(a), the Contractor shall submit to the Owner within 30 days after issuance of Contractor’s first payroll, and every 30 days thereafter, a transcript of the original payroll record, subscribed and affirmed as true under the penalties of perjury.
§ 3.7.2.2 The Contractor shall comply with all applicable New York State Department of Labor requirements, including the provision that every worker employed in performance of a public work contract shall be certified as having completed an OSHA 10-hour safety training course. The Contractor and subcontractor shall be solely responsible for compliance with this requirement with respect to their employees. The Contractor’s or subcontractor’s failure to comply with this requirement shall not transfer or in any way impose the responsibility for worker safety upon the Owner or the Architect.

PAGE 17

§ 3.8.4 Refer to Division 01 Section "Allowances" for additional information.

...

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect’s approval. The Architect’s approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor’s construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

PAGE 18

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

...

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor’s responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional’s written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 The Architect’s review of Contractor’s submittals will be limited to examination of an initial submittal and (1) resubmittal. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of additional submittals.
§ 3.13.1 The Contractor shall be responsible for enforcing the following rules of conduct for its personnel and those of its subcontractors, sub-subcontractors, and suppliers at the Project site, and the Owner’s Project Representative shall provide interpretations should a question arise if the rules of conduct are being adequately enforced by the Contractor:

.1 No smoking or use of tobacco products.
.2 No drinking of alcoholic beverages or use of controlled substances.
.3 No working, or presence on site, under the influence of alcoholic beverages or controlled substances.
.4 No use of indecent language or display of indecent images, publications or terms.
.5 No use of radios or other entertainment devices.
.6 No horseplay or dangerous behavior.
.7 No firearms or other weapons.
.8 No communication with staff.

§ 3.13.2 The Contractor shall require its personnel and those of its subcontractors, sub-subcontractors and suppliers to wear visible photo-identification badges acceptable to the Owner, at all times for identification and security purposes.

PAGE 20

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor, Owner and Architect. Consent shall not be unreasonably withheld.

PAGE 21

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect’s action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, taken with reasonable promptness while allowing sufficient time in the Architect’s professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect’s review of the Contractor’s submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect’s review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

PAGE 22

§ 4.2.14.1 Contractor’s requests for information shall be prepared and submitted in accordance with Division 01 Section 9 Project Management and Coordination.

...
Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.5 The Contractor shall perform at least fifty percent (50%) of the cost of the Contract (not including the costs of materials, insurance, bonds, submittals and similar items) with its own employees.

PAGE 24

§ 7.1.4 The combined overhead and profit (for Contractor, subcontractors, suppliers, and contractors of a lower-tier) included in the total cost to the Owner for a change in the Work shall be as follows:

.1 Maximum combined overhead and profit, fifteen percent (15%) of the cost.
.2 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7.
.3 To facilitate checking of quotations for extras or credits, all proposals shall be accompanied by a complete itemization of costs including labor, materials, rental costs, and Subcontracts. Subcontracts shall be itemized also.

PAGE 25

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
.5 Additional costs of supervision and field office personnel directly attributable to the change, others.

PAGE 26

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor’s control; or by delay authorized by the Owner pending mediation and arbitration; mediation; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

PAGE 27

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require, requiring, including copies of the Contractor-Subcontractor agreements, if requested. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor’s right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. The form of Application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702. Application and Certificate for Payment. Alternative payment application forms are not permitted. AIA Document G702 shall be supported by a current authorized edition of AIA Document G703, Continuation.
§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.3 Until Substantial Completion, the Owner shall pay 95 percent of the amount due the Contractor on account of progress payments. At Substantial Completion, the Architect may authorize remaining partial payments to be made in full, less twice the value of items remaining to be completed and an amount necessary to satisfy any outstanding claims, liens, or judgments.

§ 9.3.1.4 "Applications for Payment must be accompanied by any and all releases of liens for previous applications from Contractor and his/her subcontractors and a sworn and notarized statement that all subcontractors have been paid to at least 95% of previously requisitioned sums.

PAGE 28

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

...§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment. Architect.

PAGE 29

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

...§ 9.8.2 When the Contractor considers that the Work, or a portion thereof upon which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner cannot occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.3 No later than 14 days prior to the Contract-scheduled date of Substantial Completion, the Contractor shall issue a letter to the Architect (and CM) confirming their work is ready for the Substantial Completion inspection. No later than seven days after Contract-scheduled date of Substantial Completion (including adjusted dates), the Architect will make an inspection to determine whether the Work or designated portion thereof is
substantially complete. Absence the contractor letter confirming readiness of work, the Architect may elect to postpone the substantial completion inspection. If the Architect’s inspection discloses any item which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine the actual date of Substantial Completion.

.1 The architect will perform no more than one inspection to determine whether the work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

PAGE 30

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retention, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.10.1 Upon receipt of the Contractor’s written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect’s knowledge, information and belief, and on the basis of the Architect’s on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect’s final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor’s being entitled to final payment have been fulfilled.

§ 9.10.2 On or within seven (7) days following the date of Final Completion (as established in the bid documents or modified by Change Order) the Architect will conduct a final inspection of the work. As a result of that inspection, the Architect will issue a Final Inspection Report. This report will document the condition of the work and will render a formal opinion as to the whether or not the work or designated portion is complete. If, as a result of the Architect’s inspection, it is determined that the work is not complete and in accordance with the Contract Documents, the Architect shall notify the Owner and Contractor in writing of this opinion. This notice will include the Final Inspection Report documenting the conditions of the work and will be considered a formal notice to the Contractor of their failure to fulfill the terms and conditions of their contract.

If as a result of this inspection, it is determined that the work is complete, the Contractor shall submit their Final Payment Application and Certificate for Payment. The Architect will then certify and issue the final Certificate for Payment stating that to the best of the Architect’s knowledge, information and belief, and on the basis of the Architect’s periodic site visits and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect’s final Certificate for payment will constitute a further representation that the conditions listed in section 9.10.2 as precedent to the Contractor’s being entitled to final payment have been fulfilled. The final Certificate for Payment will not be issued until all work on the final inspection report is completed or corrected.
§ 9.10.1.1 The Architect will perform no more than one inspection to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

PAGE 32

§ 10.2.4.1 When use or storage of explosives, or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice.

§ 10.2.4.2 If the Contract Documents require the Contractor to handle materials or substances that under certain circumstances may be designated as hazardous, the Contractor shall handle such materials in an appropriate manner.

PAGE 33

.1 Claims under workers’ compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed, performed, including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor’s employees or persons or entities excluded by statute from the requirements of Section 11.1.1.1 but required by the Contract Documents to provide the insurance required by that section.

PAGE 34

§ 11.1.2.1 The limits for Workers’ Compensation and Employers’ Liability insurance shall meet statutory limits mandated by State and Federal Laws. If (1) limits in excess of those required by statute are to be provided, (2) the employer is not statutorily bound to obtain such insurance coverage, or (3) additional coverages are required, additional coverages and limits for such insurance shall be as follows:

§ 11.1.2.2 Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the municipality as an additional insured on the contractor’s insurance policies, with the exception of workers’ compensation and NY State disability.

§ 11.1.2.3 The policy naming the municipality as an additional insured shall:

Be an insurance policy from an A.M. Best rated "secured" or better insurer, authorized to conduct business in New York State. A New York licensed insurer is preferred. The decision to accept specific insurers lies exclusively with the municipality. Additional insured status shall be provided by ISO endorsement CG 20/10 85 or its equivalent. Examples of equivalent ISO additional insured endorsements include using both CG 20 33 1 0 0 0 1 and CG 20 37 1 0 0 0 1 together. A completed copy of the endorsement must be attached to the certificate of insurance; state that the organization’s coverage shall be primary and non-contributory coverage for the municipality, its Board, employees and volunteers. The certificate of insurance must describe the specific services provided by the consultant (e.g., asbestos testing, consulting) that are covered by the professional or errors & omissions policy.

At the Municipality’s request, the contractor shall provide a copy of the

declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.

§ 11.1.2.4 The contractor agrees to indemnify the municipality for any applicable deductibles and self-insured retentions.

§ 11.1.2.5 Required Insurance:
Commercial General Liability Insurance

$2,000,000 per occurrence/ $3,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.

Automobile Liability

$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.

Workers' Compensation, Employers' Liability and NYS Disability Insurance Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

Asbestos/Lead Abatement Insurance

With coverage for the services rendered for the municipality, including, but not limited to removal, replacement enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. $2,000,000 per occurrence/ $2,000,000, including products and completed operations. If a retroactive date is used, it must pre-date the inception of the contract. If the contractor is using motor vehicles to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948 or equivalent) as well as proof of MCS 90.

Excess Insurance

$1,000,000 each Occurrence and Aggregate. Excess coverage shall be on a follow-form basis.

Bid, Performance and Labor & Material Bonds

If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.

§ 11.1.2.6 Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The contractor is to provide the municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

§ 11.1.2.7 The municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the municipality but also the NYMIR, as the municipality’s insurer.

§ 11.1.3.1 If this insurance is written on a Commercial General Liability policy form, the certificates shall be ACORD form 25 Certificate of Liability Insurance, completed and supplemented with Supplemental Attachment for ACORD Certificate of Insurance 25 (Attachment #1 of General Conditions), and ACORD Form 101 Additional Remarks Schedule as applicable.

§ 11.1.3.2 Each policy shown on the certificate shall be endorsed to provide the holder and, any and all additional insured, with 30 day notice of cancellation and/or expiration.

PAGE 35

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract
Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.4 The Contractor shall at the Contractor's own expense provide insurance coverage for materials stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the Work in transit until such materials are permanently attached to the Work.

§ 11.3.2 BOILER AND MACHINERY INSURANCE
The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work; and the Owner and Contractor shall be named insureds.

§ 11.3.1.6 The insurance required by Section 11.3 is not intended to cover machinery, tools or equipment owned or rented by the Contractor that are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment, which shall be subject to the provisions of Section 11.3.7.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3-11.3, if requested in writing by the Contractor. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

PAGE 37

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds shall be obtained from a surety satisfactory to the Owner, licensed to do business in the state where the Project is located, and listed in the latest issue of the United States Treasury Circular 570, and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100
percent of the Contract Sum. The sufficiency of the bonds is subject to the approval of the Owner and bonds deemed insufficient by the Owner may be rejected. The award of this contract is expressly subject to the prior approval of the State of New York, or the appropriate agency/department thereof, regarding the authenticity of the bonds posted hereunder pursuant to General Municipal Law 103-f and NYS Finance Law 139-e if applicable.

§ 11.4.1.1 The Contractor shall deliver the required bonds to the Owner not later than the date the Agreement is entered into, on AIA Document A312-2010, Performance Bond and Payment Bond.

§ 11.4.1.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

PAGE 39

§ 13.1 GOVERNING LAW
The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.1 GOVERNING LAW
The Contract shall be governed by the law of the place where the Project is located.

PAGE 40

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7. This provision shall survive the term of this agreement.

§ 13.8 EQUAL OPPORTUNITY
§ 13.8.1 The Contractor shall maintain policies of employment as follows:

1. The Contractor and the Contractor's subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the policies of non-discrimination.

2. The Contractor and the Contractor's subcontractors shall, in all solicitations or advertisement for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

§ 13.9 WAGE RATES
§ 13.9.1 The Contractor shall comply with Prevailing Wage Rates issued and periodically updated, by the New York State Department of Labor, for the location and duration of the Project.

PAGE 42

§ 15.1.2.1 Written notice shall contain a heading stating "Notice of Claim" to clearly identify it as such. Such notice shall set forth in detail the circumstances that form the basis for the Claim and shall include the following:
§ 15.1.5.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days’ increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

§ 15.1.5.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving additional person or entity shall constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.
Certification of Document’s Authenticity
AIA® Document D401™ – 2003

I, Kim Ruebel, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:09:10 on 12/02/2016 under Order No. 5276578592_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)
Supplemental Attachment for ACORD Certificate of Insurance 25

Project (Name and address):

Insured:

A. General Liability
   1. Does the General Aggregate apply to this Project only? Y N N/A
   2. Does this policy include coverage for:
      a. Premises – Operations? Y N N/A
      b. Explosion, Collapse and Underground Hazards? Y N N/A
      c. Personal Injury Coverage? Y N N/A
      d. Products Coverage? Y N N/A
      e. Completed Operations? Y N N/A
      f. Contractual Coverage for the Insured’s obligation in the A201 or A232? Y N N/A
   3. If coverage is written on a claims-made basis, what is the:
      a. Retroactive Date? Y N N/A
      b. Extended Reporting Date? Y N N/A

B. Worker’s Compensation
   1. If the Insured is exempt from Worker’s Compensation statues, does the Insured carry the equivalent Voluntary Compensation coverage? Y N N/A

C. Final Payment Information
   1. Is this certificate being furnished in connection with the Contractor’s request for final payment in accordance with the requirements of Sections 9.10.2 and 11.1.3 of the AIA Document A201 or A232, General Conditions of the Construction Contract for Construction? Y N N/A
   2. Is so, and if the policy period extends beyond termination of the Contract for Construction, is Completed Operations coverage for this Project continued for the balance of the policy period? Y N N/A

D. Termination Provisions
   1. Has each policy shown on the certificate and this Supplement been endorsed to provide the holder with 30 days’ notice of cancellation and/or expiration? Y N N/A
      List below any policies which do not contain this notice.

E. Other Provisions

Authorized Representative

Date of Issue

Tetra Tech Form ACORD Supplemental
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 2016 through June 2017. 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.state.ny.us. 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: ___________________________________________________________
**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 "4 Day / 10 Hour Work Schedule" form (PW 30R).

**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.state.ny.us.

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.state.ny.us.

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.state.ny.us.

**Payrolls and Payroll Records**

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. 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.
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, by 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 notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

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

**Summary of Notice Posting Requirements**

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

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.
Every employer providing workers’ compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers’ Compensation Board in a conspicuous place on the jobsite.

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

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

**Apprentices**

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

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

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

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

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

**Interest and Penalties**

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

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

**Debarment**

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

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

**Criminal Sanctions**

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

**Discrimination**

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

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

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).
The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

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

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

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

**Workers' Compensation**

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

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

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

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

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

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

**Unemployment Insurance**

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

Approximate Completion Date: ___/___/____

[ ] (01) General Construction
[ ] (02) Heating/Ventilation
[ ] (03) Electrical
[ ] (04) Plumbing
[ ] (05) Other: ____________________
IMPORTANT NOTICE

FOR

CONTRACTORS &
CONTRACTING AGENCIES

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’ concerns with regard to 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.

NOTE: This change does not affect the Department’s ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.
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.


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.
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.

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.state.ny.us.
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 such as
  - unemployment benefits, if 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 required by New York State and Federal Law.

Penalties for paying 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, 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 1(866)435-1499 or send an email to dol.misclassified@labor.state.ny.us. All complaints of fraud and violations are taken seriously and you can remain anonymous.

Employer Name:

IA 999 (09/10)
WORKER NOTIFICATION

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

Effective February 24, 2008

This provision is an addition to the existing prevailing 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 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 particular job classification. The required notification will be provided with each wage schedule, may be downloaded from our website www.labor.state.ny.us or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.
New York State Department of Labor
Bureau of Public Work

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.*

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

* 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: __________________________________________

PW 101 (4.15)
OSHA 10-hour Construction Safety and Health Course – S1537-A

Effective July 18, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least $250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least $250,000.00, contain a provision of this requirement.

*NOTE:* *The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.*
Where to find OSHA 10-hour Construction Course

1. NYS Department of Labor website for scheduled outreach training at:
   www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITECONSULTATION.shtm

2. OSHA Training Institute Education Centers:

   Rochester Institute of Technology OSHA Education Center
   Rochester, NY
   Donna Winter
   Fax (585) 475-6292
   e-mail: dlwtpo@rit.edu
   (866) 385-7470 Ext. 2919
   www.rit.edu/~outreach/course.php3?CourseID=54

   Atlantic OSHA Training Center
   UMDNJ – School of Public Health
   Piscataway, NJ
   Janet Crooks
   Fax (732) 235-9460
   e-mail: crooksje@umdnj.edu
   (732) 235-9455
   https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~

   Atlantic OSHA Training Center
   University at Buffalo
   Buffalo, New York
   Joe Syracuse
   Fax (716) 829-2806
   e-mail: mailto:japs@buffalo.edu
   (716) 829-2125
   http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

   Keene State College
   Manchester, NH
   Leslie Singleton
   e-mail: lsingleton@keene.edu
   (800) 449-6742
   www.keene.edu/courses/print/courses_osha.cfm

3. List of trainers and training schedules for OSHA outreach training at:
   www.OutreachTrainers.org
Chapter 282 of the Laws of 2007, codified as Labor Law 220-h took effect on July 18, 2008. The statute provides as follows:

The advertised specifications for every contract for public work of $250,000.00 or more 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 of 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 518-485-5696.
WICKS Reform 2008

(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from $50,000 to: $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 work 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 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.

- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.
IMPORTANT INFORMATION

Regarding Use of Form PW30R

“Employer Registration for Use of 4 Day / 10 Hour Work Schedule”

To use the ‘4 Day / 10 Hour Work Schedule’:

There MUST be a *Dispensation of Hours (PW30)* in place on the project

*AND*

You MUST register your intent to work 4 / 10 hour days, by completing the PW30R Form.

*REMEMBER…*

The ‘4 Day / 10 Hour Work Schedule’ applies ONLY to Job Classifications and Counties listed on the PW30R Form.

Do not write in any additional Classifications or Counties.

*(Please note*: For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)
Instructions for Completing Form PW30R

“Employer Registration for Use of 4 Day / 10 Hour Work Schedule”

Before completing Form PW30R check to be sure …

• There is a Dispensation of Hours in place on the project.
• The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
• The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Instructions (Type or Print legibly):

Contractor Information:

• Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company’s Phone and Fax numbers; and the Company’s email address (if applicable)

• Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

Project Information:

• Enter the Prevailing Rate Case number (PRC#) assigned to this project

• Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)

• Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown, NY; Bldgs. 1 & 2)

• If you are a Subcontractor, enter the name of the Prime Contractor for which you work

• On the Checklist of Job Classifications -
  o Go to pages 2 and 3 of the form
  o Place a checkmark in the box to the right of the Job Classification you are choosing
  o Mark all Job Classifications that apply

  ***Do not write in any additional Classifications or Counties.***

Requestor Information:

• Enter the name of the person submitting the registration, their title with the company, and the date the registration is filled out

Return Completed Form:

• Mail the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240  -OR-
• Fax the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work at (518)485-1870
Employer Registration for Use of 4 Day / 10 Hour Work Schedule

Before completing Form PW30R check to be sure …
There is a Dispensation of Hours in place on the project.
The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please Type or Print the Requested Information

When completed …
Mail to NYSDOL Bureau of Public Work, SOBC, Bldg. 12, Rm.130, Albany, NY 12240
Fax to NYSDOL Bureau of Public Work at (518) 485-1870

Contractor Information

Company Name: ____________________________ FEIN: _________________
Address: _______________________________________________________
City: ____________________________ State: ________ Zip Code: ___________
Phone Number: ______________ Fax Number: ______________ Email Address: ______________________
Contact Person: ___________________________________________________

Project Information

Project PRC#: ____________________________ Project Name/Type: ________________________________
Exact Location of Project: ____________________________ County: ____________________________
(If you are Subcontractor) Prime Contractor Name: ____________________________
Job Classification(s) to Work 4/10 Schedule: (Choose all that apply on Job Classification Checklist - Pages 3 -7)
***Do not write in any additional Classifications or Counties***

Requestor Information

Name: ______________________________________
Title: _______________________________ Date: _______________________________
<table>
<thead>
<tr>
<th>Number</th>
<th>County</th>
<th>Number</th>
<th>County</th>
<th>Number</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Albany County</td>
<td>33</td>
<td>Oneida County</td>
<td>55</td>
<td>Tompkins County</td>
</tr>
<tr>
<td>2</td>
<td>Allegany County</td>
<td>34</td>
<td>Onondaga County</td>
<td>56</td>
<td>Ulster County</td>
</tr>
<tr>
<td>3</td>
<td>Bronx County</td>
<td>35</td>
<td>Ontario County</td>
<td>57</td>
<td>Warren county</td>
</tr>
<tr>
<td>4</td>
<td>Broome County</td>
<td>36</td>
<td>Orange County</td>
<td>58</td>
<td>Washington County</td>
</tr>
<tr>
<td>5</td>
<td>Cattaraugus County</td>
<td>37</td>
<td>Orleans County</td>
<td>59</td>
<td>Wayne County</td>
</tr>
<tr>
<td>6</td>
<td>Cayuga County</td>
<td>38</td>
<td>Oswego County</td>
<td>60</td>
<td>Westchester County</td>
</tr>
<tr>
<td>7</td>
<td>Chautauqua County</td>
<td>39</td>
<td>Otsego County</td>
<td>61</td>
<td>Wyoming County</td>
</tr>
<tr>
<td>8</td>
<td>Chemung County</td>
<td>40</td>
<td>Putnam County</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Chenango County</td>
<td>41</td>
<td>Queens County</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Clinton County</td>
<td>42</td>
<td>Rensselaer County</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Columbia County</td>
<td>43</td>
<td>Richmond County (Staten Island)</td>
<td>47</td>
<td>Schenectady County</td>
</tr>
<tr>
<td>12</td>
<td>Cortland County</td>
<td>44</td>
<td>Rockland County</td>
<td>48</td>
<td>Schoharie County</td>
</tr>
<tr>
<td>13</td>
<td>Delaware County</td>
<td>45</td>
<td>Saint Lawrence County</td>
<td>49</td>
<td>Schuyler County</td>
</tr>
<tr>
<td>14</td>
<td>Dutchess County</td>
<td>46</td>
<td>Saratoga County</td>
<td>50</td>
<td>Seneca County</td>
</tr>
<tr>
<td>15</td>
<td>Erie County</td>
<td>47</td>
<td>Schenectady County</td>
<td>51</td>
<td>Steuben County</td>
</tr>
<tr>
<td>16</td>
<td>Essex County</td>
<td>48</td>
<td>Schoharie County</td>
<td>52</td>
<td>Suffolk County</td>
</tr>
<tr>
<td>17</td>
<td>Franklin County</td>
<td>49</td>
<td>Schuyler County</td>
<td>53</td>
<td>Sullivan County</td>
</tr>
<tr>
<td>18</td>
<td>Fulton county</td>
<td>50</td>
<td>Seneca County</td>
<td>54</td>
<td>Tioga County</td>
</tr>
<tr>
<td>19</td>
<td>Genesee County</td>
<td>51</td>
<td>Steuben County</td>
<td>55</td>
<td>Tompkins County</td>
</tr>
<tr>
<td>20</td>
<td>Greene County</td>
<td>52</td>
<td>Suffolk County</td>
<td>56</td>
<td>Ulster County</td>
</tr>
<tr>
<td>21</td>
<td>Hamilton County</td>
<td>53</td>
<td>Sullivan County</td>
<td>57</td>
<td>Warren county</td>
</tr>
<tr>
<td>22</td>
<td>Herkimer County</td>
<td>54</td>
<td>Tioga County</td>
<td>58</td>
<td>Washington County</td>
</tr>
<tr>
<td>23</td>
<td>Jefferson County</td>
<td>55</td>
<td>Tompkins County</td>
<td>59</td>
<td>Wayne County</td>
</tr>
<tr>
<td>24</td>
<td>Kings County (Brooklyn)</td>
<td>56</td>
<td>Ulster County</td>
<td>60</td>
<td>Westchester County</td>
</tr>
<tr>
<td>25</td>
<td>Lewis County</td>
<td>57</td>
<td>Warren county</td>
<td>61</td>
<td>Wyoming County</td>
</tr>
<tr>
<td>26</td>
<td>Livingston County</td>
<td>58</td>
<td>Washington County</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Madison County</td>
<td>59</td>
<td>Wayne County</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Monroe County</td>
<td>60</td>
<td>Westchester County</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Montgomery County</td>
<td>61</td>
<td>Wyoming County</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Nassau County</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>New York County (Manhattan)</td>
<td>62</td>
<td>Yates County</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Niagara County</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties***

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Tag #</th>
<th>Entire Counties</th>
<th>Partial Counties</th>
<th>Check Box</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenter-Building</td>
<td>276B-All</td>
<td>7</td>
<td>2, 5</td>
<td></td>
</tr>
<tr>
<td>Carpenter-Building</td>
<td>276B-Cat</td>
<td>15</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Carpenter - Building</td>
<td>276B-LIV</td>
<td>26, 28, 35, 59</td>
<td>61</td>
<td></td>
</tr>
<tr>
<td>Carpenter-Building</td>
<td>276B-Gen</td>
<td>19, 32, 37</td>
<td>61</td>
<td></td>
</tr>
<tr>
<td>Carpenter-Floor Layers</td>
<td>276B-FL-Liv</td>
<td>26, 28, 35, 59</td>
<td>61</td>
<td></td>
</tr>
<tr>
<td>Carpenter-Heavy&amp;Highway</td>
<td>276HH-All</td>
<td>2, 5, 7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter-Heavy&amp;Highway</td>
<td>276HH-Erie</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter-Heavy&amp;Highway</td>
<td>276HH-Gen</td>
<td>19, 32, 37, 61</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter-Heavy&amp;Highway</td>
<td>276HH-Liv</td>
<td>26, 28, 35, 59</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter-Residential</td>
<td>276R-All</td>
<td>7</td>
<td>2, 5</td>
<td></td>
</tr>
<tr>
<td>Carpenter - Building</td>
<td>277B-Bro</td>
<td>4, 54</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter - Building</td>
<td>277B-CAY</td>
<td>6, 50, 62</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter - Building</td>
<td>277B-CS</td>
<td>8, 12, 49, 51, 55</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter - Building</td>
<td>277 JLS</td>
<td>23, 25, 45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter - Building</td>
<td>277 omh</td>
<td>22, 27, 33</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter - Building</td>
<td>277 On</td>
<td>34</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter - Building</td>
<td>277 Os</td>
<td>38</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter - Building</td>
<td>277CDO Bldg</td>
<td>9, 13, 39</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter - Heavy&amp;Highway</td>
<td>277CDO HH</td>
<td>9, 13, 39</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter - Heavy&amp;Highway</td>
<td>277HH-BRO</td>
<td>4, 6, 8, 12, 22, 23, 25, 27, 33, 34, 38, 45, 49, 50, 51, 54, 55, 62</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter - Building</td>
<td>291B-Alb</td>
<td>1, 18, 20, 29, 42, 47, 48</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter - Building</td>
<td>291B-Cli</td>
<td>10, 16, 17</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter - Building</td>
<td>291B-Ham</td>
<td>21, 57, 58</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter - Building</td>
<td>291B-Sar</td>
<td>46</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter - Heavy&amp;Highway</td>
<td>291HH-Alb</td>
<td>1, 10, 16, 17,18, 20, 21, 29, 42, 46, 47, 48, 57, 58</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrician</td>
<td>25m</td>
<td>30, 52</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrician-Teledata Cable Splicer</td>
<td>43</td>
<td>12, 22, 27, 33, 38</td>
<td>6, 9, 34, 39, 55, 59</td>
<td></td>
</tr>
</tbody>
</table>
# Job Classification Checklist

*(Place a checkmark by all classifications that will be using the 4/10 schedule)*

***Do not write in any additional Classifications or Counties***

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Tag #</th>
<th>Entire Counties</th>
<th>Partial Counties</th>
<th>Check Box</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrician</td>
<td>86</td>
<td>26, 28</td>
<td>19, 35, 37, 59, 61</td>
<td></td>
</tr>
<tr>
<td>Electrician</td>
<td>840</td>
<td>62</td>
<td>6, 34, 35, 50, 59</td>
<td></td>
</tr>
<tr>
<td>Electrician Lineman</td>
<td>910</td>
<td>10, 16, 17, 23, 25, 45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrician Lineman</td>
<td>1049Line/Gas</td>
<td>30, 41, 52</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrician Lineman 1249a</td>
<td>1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 46, 47, 48, 49, 50, 51, 53, 54, 55, 56, 57, 58, 59, 61, 62</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical Lineman 1249a West</td>
<td>60</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical Lineman 1249a-LT</td>
<td>1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 39, 42, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 57, 58, 59, 61, 62</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical Lineman 1249aREG8LT</td>
<td>11, 14, 36, 40, 44, 56</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical Lineman 1249aWestLT</td>
<td>60</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elevator Constructor</td>
<td>138</td>
<td>11, 14, 20, 36, 40, 53, 56</td>
<td>13, 44, 60</td>
<td></td>
</tr>
<tr>
<td>Elevator Constructor 14</td>
<td>14</td>
<td>2, 5, 7, 15, 19, 32, 37, 61</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elevator Constructor 27</td>
<td>27</td>
<td>8, 26, 28, 35, 49, 50, 51, 59, 62</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elevator Constructor 35</td>
<td>35</td>
<td>1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elevator Constructor 62.1</td>
<td>4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55</td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Glazier 201</td>
<td>1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Glazier 660r</td>
<td>2, 5, 7, 15, 19, 32, 37, 61</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Glazier 660</td>
<td>2, 5, 7, 15, 19, 32, 37, 61</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Glazier 677.1</td>
<td>23, 25, 26, 28, 35, 45, 50, 59, 62</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Glazier 677Z-2</td>
<td>6, 12, 22, 27, 33, 34, 38</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Glazier 677z3</td>
<td>4, 8, 9, 13, 39, 49, 51, 54, 55</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Glazier 677r.2</td>
<td>6, 12, 22, 27, 33, 34, 38</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insulator - Heat &amp; Frost</td>
<td>30-Syracuse</td>
<td>4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers- Tunnel</td>
<td>157</td>
<td>47</td>
<td>18, 29, 46</td>
<td></td>
</tr>
<tr>
<td>Laborers- Heavy &amp; Highway</td>
<td>157h/h</td>
<td>47</td>
<td>18, 29, 46</td>
<td></td>
</tr>
</tbody>
</table>
## Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

***Do not write in any additional Classifications or Counties***

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Tag #</th>
<th>Entire Counties</th>
<th>Partial Counties</th>
<th>Check Box</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborers- Heavy &amp; Highway</td>
<td>1822/2h</td>
<td>10, 16, 57</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers- Heavy &amp; Highway</td>
<td>1822/2h(2)</td>
<td>17, 23, 25, 45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers- Tunnel</td>
<td>1822T</td>
<td>10, 16, 57</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers- Tunnel</td>
<td>1822T(2)</td>
<td>17, 23, 25, 45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers- Tunnel</td>
<td>35T</td>
<td>21, 22, 27, 33</td>
<td>18, 29</td>
<td></td>
</tr>
<tr>
<td>Laborers- Tunnel</td>
<td>190</td>
<td>1, 42, 58</td>
<td>11, 20, 46</td>
<td></td>
</tr>
<tr>
<td>Laborers- Heavy &amp; Highway</td>
<td>190 h/h</td>
<td>1, 42, 58</td>
<td>11, 20, 46</td>
<td></td>
</tr>
<tr>
<td>Laborers- Heavy &amp; Highway</td>
<td>35/2h</td>
<td>21, 22, 27, 33</td>
<td>18, 29</td>
<td></td>
</tr>
<tr>
<td>Laborers- Tunnel</td>
<td>35T</td>
<td>21, 22, 27, 33</td>
<td>18, 29</td>
<td></td>
</tr>
<tr>
<td>Laborers- Heavy &amp; Highway</td>
<td>633hON</td>
<td>34</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers- Heavy &amp; Highway</td>
<td>633hOS</td>
<td>38</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers- Heavy &amp; Highway</td>
<td>633h Cay</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers- building</td>
<td>633bON</td>
<td>34</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers- building</td>
<td>633b Cay</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers- building</td>
<td>633bOS</td>
<td>38</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers- Tunnel</td>
<td>633T (Cay)</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers- Tunnel</td>
<td>633T (ON)</td>
<td>34</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers- Tunnel</td>
<td>633T (OS)</td>
<td>38</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers- Heavy &amp; Highway</td>
<td>785h</td>
<td>12, 55</td>
<td>49, 54</td>
<td></td>
</tr>
<tr>
<td>Laborers-Tunnel</td>
<td>785T</td>
<td>12, 55</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers - Building</td>
<td>785(7)</td>
<td>4</td>
<td>9, 13, 54</td>
<td></td>
</tr>
<tr>
<td>Laborers - Building</td>
<td>785B-CS</td>
<td>8, 51</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>Laborers- Heavy &amp; Highway</td>
<td>7-785b</td>
<td>12, 55</td>
<td>49, 54</td>
<td></td>
</tr>
<tr>
<td>Laborers Heavy &amp; Highway</td>
<td>785(7)</td>
<td>4</td>
<td>9, 13, 54</td>
<td></td>
</tr>
<tr>
<td>Laborer - Heavy &amp; Highway</td>
<td>785HH-CS</td>
<td>8, 51</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>Laborer - Building</td>
<td>621b</td>
<td>2, 7</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Laborer - Residential</td>
<td>621r</td>
<td>2, 7</td>
<td>5</td>
<td></td>
</tr>
</tbody>
</table>
# Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties***

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Tag #</th>
<th>Entire Counties</th>
<th>Partial Counties</th>
<th>Check Box</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mason-Building</td>
<td>2TS.1</td>
<td>1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mason-Building</td>
<td>2TS.2</td>
<td>22, 23, 25, 33, 45</td>
<td>27</td>
<td></td>
</tr>
<tr>
<td>Mason-Building</td>
<td>2TS.3</td>
<td>6, 34, 38</td>
<td>27</td>
<td></td>
</tr>
<tr>
<td>Mason-Building</td>
<td>2b-on</td>
<td>34</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mason-Building</td>
<td>2b.1</td>
<td>1, 11, 18, 20, 21, 29, 42, 46, 47, 48, 58</td>
<td>57</td>
<td></td>
</tr>
<tr>
<td>Mason-Building</td>
<td>2b.2</td>
<td>22, 33</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>Mason-Building</td>
<td>2b.3</td>
<td>6, 34</td>
<td>27</td>
<td></td>
</tr>
<tr>
<td>Mason-Building</td>
<td>2b.4</td>
<td>38</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mason-Building</td>
<td>2b.5</td>
<td>23</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>Mason-Building</td>
<td>2b.6</td>
<td>45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mason-Building</td>
<td>2b.8</td>
<td>10, 16, 17</td>
<td>57</td>
<td></td>
</tr>
<tr>
<td>Mason-Building</td>
<td>2b.5</td>
<td>23</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>Mason-Building</td>
<td>2b.6</td>
<td>45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mason-Building</td>
<td>2b.8</td>
<td>10, 16, 17</td>
<td>57</td>
<td></td>
</tr>
<tr>
<td>Mason-Building</td>
<td>3b-Co-Z2</td>
<td>8, 49, 51</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Mason-Building</td>
<td>3B-Z1</td>
<td>19, 26, 28, 35, 50, 59, 61, 62</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mason-Building-Residential</td>
<td>3B-Z1R</td>
<td>19, 26, 28, 35, 50, 59, 61, 62</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mason-Building</td>
<td>3B-Bing-Z2</td>
<td>4, 9, 13, 39, 54</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mason-Building</td>
<td>3B-Ith-Z2</td>
<td>12, 55</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Job Classification</td>
<td>Tag #</td>
<td>Entire Counties</td>
<td>Partial Counties</td>
<td>Check Box</td>
</tr>
<tr>
<td>------------------------------------</td>
<td>------------</td>
<td>-----------------</td>
<td>------------------</td>
<td>-----------</td>
</tr>
<tr>
<td>Mason-Building</td>
<td>3B-Jam-Z2</td>
<td>7</td>
<td>2, 5</td>
<td></td>
</tr>
<tr>
<td>Mason-Building-Residential</td>
<td>3B-Jam-Z2R</td>
<td>2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Mason-Building</td>
<td>3B-Z3</td>
<td>15, 32</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Mason-Building</td>
<td>3B-Z3 Orleans</td>
<td>37</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mason-Residential</td>
<td>3B-Z3R</td>
<td>15, 32</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Mason-Residential</td>
<td>3B-Z3R Orleans</td>
<td>37</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mason-Heavy Highway</td>
<td>3h</td>
<td>2, 4, 8, 7, 9, 12, 13, 19, 26, 28, 35, 37, 39, 49, 50, 51, 54, 55, 59, 61, 62</td>
<td>5, 15, 32</td>
<td></td>
</tr>
<tr>
<td>Mason-Tile Finisher</td>
<td>3TF-Z1</td>
<td>19, 26, 28, 35, 50, 59, 61, 62</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mason-Tile Finisher</td>
<td>3TF-Z2</td>
<td>2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Mason-Tile Finisher</td>
<td>3TF-Z3</td>
<td>15, 32, 37</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Mason-Tile Finisher</td>
<td>3TF-Z1R</td>
<td>19, 26, 28, 35, 50, 59, 61, 62</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mason-Tile Finisher</td>
<td>3TF-Z2R</td>
<td>2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Mason-Tile Finisher</td>
<td>3TF-Z3R</td>
<td>15, 32, 37</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Mason-Tile Setter</td>
<td>3TS-Z1</td>
<td>19, 26, 28, 35, 50, 59, 61, 62</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mason-Tile Setter Residential</td>
<td>3TS-Z1R</td>
<td>19, 26, 28, 35, 50, 59, 61, 62</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mason-Tile Setter</td>
<td>3TS-Z2</td>
<td>2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Mason-Tile Setter Residential</td>
<td>3TS-Z2R</td>
<td>2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Mason-Tile Setter Residential</td>
<td>3TS-Z3R</td>
<td>15, 32, 37</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Mason - Building/Heavy&amp;Highway</td>
<td>780</td>
<td>3, 24, 30, 31, 41, 43, 52</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Engineer - Heavy/Highway</td>
<td>137H/H</td>
<td>40, 60</td>
<td>14</td>
<td></td>
</tr>
<tr>
<td>Operating Engineer - Heavy&amp;Highway</td>
<td>158-832H</td>
<td>2, 8, 26, 28, 35, 49, 51, 59, 62</td>
<td>19</td>
<td></td>
</tr>
<tr>
<td>Operating Engineer - Heavy&amp;Highway</td>
<td>158-H/H</td>
<td>1, 4, 9, 10, 11, 14, 16, 17, 18, 20, 21, 22, 29, 39, 42, 46, 47, 48, 54, 57, 58</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Engineer - Heavy&amp;Highway</td>
<td>158-545h</td>
<td>6, 12, 23, 25, 27, 33, 38, 45, 50, 55</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>1456-LS</td>
<td>1, 3, 10, 11, 14, 16, 17, 18, 20, 21, 24, 29, 30, 31, 36, 40, 41, 42, 43, 44, 46, 47, 48, 52, 53, 56, 57, 58, 60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>150</td>
<td>28, 59, 62</td>
<td>26, 35</td>
<td></td>
</tr>
</tbody>
</table>
**Job Classification Checklist**
(Place a checkmark by all classifications that will be using the 4/10 schedule)

***Do not write in any additional Classifications or Counties***

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Tag #</th>
<th>Entire Counties</th>
<th>Partial Counties</th>
<th>Check Box</th>
</tr>
</thead>
<tbody>
<tr>
<td>Painter</td>
<td>178 B</td>
<td>4, 9, 54</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>178 E</td>
<td>8, 49</td>
<td>51</td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>178 I</td>
<td>12, 55</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>178 O</td>
<td>13, 39</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>31</td>
<td>6, 22, 27, 33, 34, 50</td>
<td>25, 35, 38</td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>38.O</td>
<td></td>
<td>38</td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>38.W</td>
<td>23, 45</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>4-Buf,Nia,Olean</td>
<td>2, 15, 19, 32, 37, 61</td>
<td>5, 7, 26, 51</td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>4-Jamestown</td>
<td></td>
<td>5, 7</td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>38.O</td>
<td></td>
<td>38</td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>38.W</td>
<td>23, 45</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>4-Buf,Nia,Olean</td>
<td>2, 15, 19, 32, 37, 61</td>
<td>5, 7, 26, 51</td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>4-Jamestown</td>
<td></td>
<td>5, 7</td>
<td></td>
</tr>
<tr>
<td>Sheetmetal Worker</td>
<td>46</td>
<td>26, 28, 35, 50, 59, 62</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sheetmetal Worker</td>
<td>46r</td>
<td>26, 28, 35, 50, 59, 62</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Teamsters-Heavy&amp;Highway</td>
<td>294h/h</td>
<td>1, 11, 18, 20, 29, 42, 46, 47, 48, 58</td>
<td>57</td>
<td></td>
</tr>
<tr>
<td>Teamsters-Heavy&amp;Highway</td>
<td>317bhh</td>
<td>6, 12, 50, 51, 55, 62</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Teamsters-Building/Heavy&amp;Highway</td>
<td>456</td>
<td>40, 60</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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.

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. In most cases the payment or provision of supplements is for each hour worked (noted in the schedule as 'Per hour worked'). Some classifications require the payment or provision of supplements for each hour paid (noted in the schedule as 'Per hour paid'), which require supplements to be paid or provided at a premium rate for premium hours worked. Some classifications may also require the payment or provision of supplements for paid holidays on which no work is performed.

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.state.ny.us) 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.

<table>
<thead>
<tr>
<th>Title (Trade)</th>
<th>Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boilermaker (Construction)</td>
<td>1:1:1:4</td>
</tr>
<tr>
<td>Boilermaker (Shop)</td>
<td>1:1:1:3</td>
</tr>
<tr>
<td>Carpenter (Bldg.,H&amp;H, Pile Driver/Dockbuilder)</td>
<td>1:1:1:4</td>
</tr>
<tr>
<td>Carpenter (Residential)</td>
<td>1:1:1:3</td>
</tr>
</tbody>
</table>
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
Roof 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 - 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
Boilermaker

JOB DESCRIPTION  Boilermaker  

ENTIRE COUNTIES  
Cayuga, Clinton, Cortland, Franklin, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES  
Per hour:  
07/01/2016  01/01/2017  
Additional  
Boilermaker  $ 30.38  $ 1.15  

SUPPLEMENTAL BENEFITS  
Per hour paid:  
Journeyman  $ 25.50**  

** IMPORTANT NOTE: Portion of supplemental benefits per hour paid at same premium as shown for overtime.

Journeyman  $ 23.97  

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

HOLIDAY  
Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE  
NOTE: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed. When Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

REGISTERED APPRENTICES  
WAGES per hour:  
Six month terms at the following percentage of Journeyman's wage.

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>65%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
<td>95%</td>
<td></td>
</tr>
<tr>
<td>07/01/2016</td>
<td>$ 19.75</td>
<td>$ 19.75</td>
<td>$ 21.27</td>
<td>$ 22.79</td>
<td>$ 24.30</td>
<td>$ 25.82</td>
<td>$ 27.34</td>
<td>$ 28.86</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS per hour paid:  

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2016</td>
<td>$ 19.55</td>
<td>$ 19.55</td>
<td>$ 20.41</td>
<td>$ 21.25</td>
<td>$ 22.09</td>
<td>$ 22.95</td>
<td>$ 23.82</td>
<td>$ 24.66</td>
</tr>
</tbody>
</table>

*IMPORTANT NOTE: Portion of supplemental benefits per hour paid at same premium as shown for overtime.

Carpenter - Building

JOB DESCRIPTION  Carpenter - Building  

ENTIRE COUNTIES  
Oswego

WAGES  
Per hour:  
07/01/2016  07/01/2017  07/01/2018  07/01/2019  
Additional  
Additional  
Carpenter  $ 27.32  $ .60  $ .70  $ .80  
Floorlayer  27.32  .60  .70  .80  
Piledriver  27.57  .60  .70  .80  
Diver - Wet Day***  61.25  .00  .00  .00  
Diver - Dry Day  28.32  .60  .70  .80  
Dive Tender  28.32  .60  .70  .80  

6-175  
Page 33
NOTE: Additional premiums for the following work listed below:
Hazardous Waste Worker* $ 1.50
Certified Welder** 1.00

*For work within a contaminated area on a State or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to wear required forms of personal protection.

**When the employee is required to be certified and performs DOT or ABS specified welding work.

***Depth pay:
- 0’ to 80’ no additional fee
- 81’ to 100’ additional $0.50 per foot
- 101’ to 150’ additional $0.75 per foot
- 151’ and deeper additional $1.25 per foot

***Penetration pay:
- 0’ to 50’ no additional fee
- 51’ to 100’ additional $0.75 per foot
- 101’ and deeper additional $1.00 per foot

Diver Note: Diver rates apply to all hours worked on the day of the dive. The deepest dive of the day shall constitute the depth pay.

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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked:
Journeyman $ 19.65

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

* NOTE - Saturday is payable at straight time if the employee misses work, except where a doctor’s or hospital verification of illness is produced Monday through Friday when work was available to the employee.

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

NOTE: Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

REGISTERED APPRENTICES
APPRENTICES INDENTURERED BEFORE 01/01/16.

WAGES: One year terms.
- Appr 1st term $ 13.66
- Appr 2nd term 16.39
- Appr 3rd term 19.12
- Appr 4th term 21.86

SUPPLEMENTAL BENEFITS per hour worked:
- Appr 1st term $ 10.69
- Appr 2nd term 10.69
- Appr 3rd term 13.29
- Appr 4th term 13.29

APPRENTICES INDENTURED AFTER 01/01/16.

Wages: 1300 hour terms.
- Appr 1st term 0-1300 $ 13.66
- Appr 2nd term 1301-2600 16.39
- Appr 3rd term 2601-3900 17.76
- Appr 4th term 3901-5200 19.12
- Appr 5th term 5201-6500 21.86

SUPPLEMENTAL BENEFITS per hour worked:
- Appr 1st term 0-1300 $ 10.69
- Appr 2nd term 1301-2600 10.69
- Appr 3rd term 2601-3900 13.29
- Appr 4th term 3901-5200 13.29
Carpenter - Building / Heavy&Highway

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

ENTIRE COUNTIES

PARTIAL COUNTIES
Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing east to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellville Rd, west on Bellville Rd to Bellville Lakes Rd, then south on Bellville Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES
Wages per hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2016</th>
<th>07/01/2017</th>
<th>07/01/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenter - ONLY for</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Artificial Turf/Synthetic</td>
<td>$ 29.10</td>
<td>$ 1.50</td>
<td>$ 1.50</td>
</tr>
</tbody>
</table>

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

SUPPLEMENTAL BENEFITS
Per hour worked plus paid holidays:

Journeyman $ 20.73

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

HOLIDAY
Paid: See (2, 17) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

Notes:
When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. When a holiday falls upon a Sunday, it shall be observed on the following Monday.

An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following percentage of Journeyman's wage:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>60%</td>
<td>70%</td>
<td>80%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour paid:

<table>
<thead>
<tr>
<th></th>
<th>1st year term</th>
<th>2nd year term</th>
<th>3rd year term</th>
<th>4th year term</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 10.70</td>
<td>10.70</td>
<td>13.30</td>
<td>13.30</td>
</tr>
</tbody>
</table>

Carpenter - Heavy&Highway

JOB DESCRIPTION Carpenter - Heavy&Highway

ENTIRE COUNTIES
Broome, Cayuga, Chemung, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Yates

WAGES
Per hour

<table>
<thead>
<tr>
<th></th>
<th>07/01/2016</th>
<th>07/01/2017</th>
<th>07/01/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenter</td>
<td>$ 29.10</td>
<td>$ 1.50</td>
<td>$ 1.50</td>
</tr>
<tr>
<td>Millwright</td>
<td>30.60</td>
<td>1.50</td>
<td>1.50</td>
</tr>
<tr>
<td>Piledriver</td>
<td>29.10</td>
<td>1.50</td>
<td>1.50</td>
</tr>
<tr>
<td>Diver-Wet Day</td>
<td>54.10</td>
<td>1.50</td>
<td>1.50</td>
</tr>
</tbody>
</table>
Diver-Dry Day 30.10 1.50 1.50
Diver-Tender 30.10 1.50 1.50

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW:
- When project owner mandates a single irregular work shift, the employee will receive an additional $2.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional $2.00 per hour.
- Certified welders when required to perform welding work will receive an additional $1.50 per hour.
- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- Depth pay for Divers based upon deepest depth on the day of the dive:
  - 0' to 50' no additional fee
  - 51' to 100' additional $.50 per foot
  - 101' to 150' additional $0.75 per foot
  - 151' and deeper additional $1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive:
  - 0' to 50' no additional fee
  - 51' to 100' additional $.75 per foot
  - 101' and deeper additional $1.00 per foot
- Diver rates applies to all hours worked on dive day.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday, provided the project duration is more than forty (40) hours.

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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked plus paid holidays:

Journeyman $ 20.73

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

HOLIDAY
Paid: See (2, 17) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday.

REGISTERED APPRENTICES
Wages per hour

FOR APPRENTICES INDENTURED PRIOR TO JANUARY 1, 2016
One year terms at the following percentage of Journeymen's base wage
1st 2nd 3rd 4th
50% 60% 70% 80%

Supplemental Benefits per hour worked plus paid holidays:
1st year term $ 10.70
2nd year term 10.70
3rd year term 13.30
4th year term 13.30

FOR APPRENTICES INDENTURED AFTER TO JANUARY 1, 2016
1,300 hour terms at the following percentage of Journeymen's base wage
1st 2nd 3rd 4th 5th
50% 60% 65% 70% 80%

Supplemental Benefits per hour worked plus paid holidays:
1st year term $ 10.70
2nd year term 10.70
3rd year term 13.30
4th year term 13.30
5th year term 13.30
**JOB DESCRIPTION**  Electrician

**DISTRICT 6**

**ENTIRE COUNTIES**
Cortland, Herkimer, Madison, Oneida, Oswego

**PARTIAL COUNTIES**
- Cayuga: Townships of Ira, Locke, Sempronius, Sterling, Summerhill and Victory.
- Chenango: Only the Townships of Columbus, New Berlin and Sherrburne.
- Oneida: Entire County except Townships of Elbridge and Skaneateles.
- Tompkins: Only the Township of Groton.
- Wayne: Only the Townships of Huron, Wolcott, Rose and Butler.

**WAGES**

<table>
<thead>
<tr>
<th></th>
<th>07/01/2016</th>
<th>06/01/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrician</td>
<td>$35.75</td>
<td>$36.75</td>
</tr>
<tr>
<td>Teledata</td>
<td>35.75</td>
<td>36.75</td>
</tr>
<tr>
<td>Cable Splicer</td>
<td>39.35</td>
<td>40.45</td>
</tr>
</tbody>
</table>

**NOTES:**
THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF EIGHT (8) HOURS FOR AT LEAST FIVE (5) DAYS DURATION WHICH MAY HAVE BEEN WORKED. WHEN TWO (2) SHIFTS OR THREE (3) SHIFTS ARE WORKED:

1st Shift - 8:00 AM to 4:30 PM: See rates posted above
2nd Shift - 4:30 PM to 1:00 AM: Add 15% to rates posted above
3rd Shift - 12:30 AM to 9:00 AM: Add 25% to rates posted above

Occupied Conditions: When necessary to perform alteration and/or renovation work and owner mandates (due to occupied conditions) prevent the work from being performed during "normal" working hours (defined as between 6:00 a.m. and 4:30 p.m. Monday through Friday), alternate hours may be worked, provided: 1) The hours are established for a minimum of five (5) days duration or the length of the job, whichever is shorter; and 2) An entire work scope within a job-site area is performed utilizing the varied hours. If these conditions are satisfied, all hours worked Monday through Friday of a shift that starts before or ends after the "normal" hours, shall be paid at the appropriate rate plus fifteen percent (15%). However, the following restrictions shall apply:

1) "Alternate" hours shall consist of a minimum of eight consecutive hours per day
2) Hours worked in excess of eight (8) hours per day, Monday through Friday, shall be paid at a rate of one and one-half times the applicable rate (day-shift + 15%)
3) Hours worked on Saturday shall be paid at time and one-half the applicable rate.
4) Hours worked on a Sunday and Holidays shall be paid at double the straight time rate.
5) Work of a new construction nature may not be worked under these conditions.

**IMPORTANT NOTICE - EFFECTIVE 04/01/2009**
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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

<table>
<thead>
<tr>
<th></th>
<th>07/01/2016</th>
<th>06/01/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>$22.27</td>
<td>$23.22</td>
</tr>
<tr>
<td>*3% of hourly wage paid</td>
<td></td>
<td>*3% of hourly wage paid</td>
</tr>
</tbody>
</table>

*NOTE: The 3% is based on the hourly wage paid, straight time or premium rate.

**OVERTIME PAY**
See (B,E**,Q ) on OVERTIME PAGE
** Double Time after 10 hrs. on Saturday.

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

NOTE: If any of the above holidays fall on Saturday, Friday shall be observed as the holiday. If any of the above holidays fall on Sunday, Monday shall be observed as the holiday.

**REGISTERED APPRENTICES**
WAGES per hour.

<table>
<thead>
<tr>
<th></th>
<th>07/01/2016</th>
<th>06/01/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Period (Hours)</td>
<td>07/01/2016</td>
<td>01/01/2017</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>------------</td>
<td>------------</td>
</tr>
<tr>
<td>1st period (0-1000 hrs)</td>
<td>$14.30</td>
<td>$14.70</td>
</tr>
<tr>
<td>2nd period (1001-2000)</td>
<td>$16.10</td>
<td>$16.55</td>
</tr>
<tr>
<td>3rd period (2001-3500)</td>
<td>$17.90</td>
<td>$18.40</td>
</tr>
<tr>
<td>4th period (3501-5000)</td>
<td>$21.45</td>
<td>$22.05</td>
</tr>
<tr>
<td>5th period (5001-6500)</td>
<td>$25.05</td>
<td>$25.75</td>
</tr>
<tr>
<td>6th Period (6501-8000)</td>
<td>$28.60</td>
<td>$29.40</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS per hour worked:

<table>
<thead>
<tr>
<th>Period</th>
<th>Journeyman 1st period</th>
<th>Helper 1st period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st period</td>
<td>$10.49 plus 3% of hourly wage paid</td>
<td>$10.74 plus 3% of hourly wage paid</td>
</tr>
<tr>
<td>2nd period</td>
<td>$10.49 plus 3% of hourly wage paid</td>
<td>$10.74 plus 3% of hourly wage paid</td>
</tr>
<tr>
<td>3rd period</td>
<td>$21.05 plus 3% of hourly wage paid</td>
<td>$21.90 plus 3% of hourly wage paid</td>
</tr>
<tr>
<td>4th period</td>
<td>$21.29 plus 3% of hourly wage paid</td>
<td>$22.16 plus 3% of hourly wage paid</td>
</tr>
<tr>
<td>5th period</td>
<td>$21.54 plus 3% of hourly wage paid</td>
<td>$22.43 plus 3% of hourly wage paid</td>
</tr>
<tr>
<td>6th period</td>
<td>$21.78 plus 3% of hourly wage paid</td>
<td>$22.69 plus 3% of hourly wage paid</td>
</tr>
</tbody>
</table>

*NOTE: The 3% is based on the hourly wage paid, straight time rate or premium rate.

**IMPORTANT NOTICE - EFFECTIVE 04/01/2009**

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday, except work on general repairs and modernization.

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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

<table>
<thead>
<tr>
<th>Per hour worked</th>
<th>07/01/2016</th>
<th>01/01/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>$29.985*</td>
<td>$31.585*</td>
</tr>
</tbody>
</table>

*NOTE - add 6% of regular hourly rate for all hours worked
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 a Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES
WAGES: 850 hour terms at the following percentage of Journeyman's wage.

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>50%</td>
<td>55%</td>
<td>65%</td>
<td>65%</td>
<td>70%</td>
<td>70%</td>
<td>80%</td>
<td>80%</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS:

1st term: None
2nd - 8th term: Same as Journeyman.

Glazier 12/01/2016

JOB DESCRIPTION Glazier

ENTIRE COUNTIES
Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego

WAGES
Per Hour: 07/01/2016 05/01/2017

| Glazier | $24.10 | $25.10 |

** IMPORTANT NOTICE **
Four (4), ten (10) 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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeymen $17.09

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

*Note - Or circumstances beyond the control of the employer.

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

REGISTERED APPRENTICES
1000 hour terms at the following percentage of journeyman's wage.

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>90%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked:

Hired before 05/01/2014

| Appr. 1st & 2nd term | $12.89 |
| Appr. 3rd term       | 15.41  |
| Appr. 4th term       | 15.62  |
| Appr. 5th term       | 15.83  |
| Appr. 6th term       | 16.04  |
| Appr. 7th term       | 16.25  |
| Appr. 8th term       | 16.67  |
Hired after 05/01/2014

Appr. 1st term $ 8.72
Appr. 2nd term 9.14
Appr. 3rd term 12.07
Appr. 4th term 12.70
Appr. 5th term 13.33
Appr. 6th term 13.96
Appr. 7th term 14.58
Appr. 8th term 15.64

Insulator - Heat & Frost 12/01/2016

JOB DESCRIPTION  Insulator - Heat & Frost

DISTRICT  6

ENTIRE COUNTIES
Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins

WAGES
Per hour: 07/01/2016 05/01/2017

Insulation Installer $ 31.15 $ 1.56
(On mechanical systems only)

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS WORKED.

1ST SHIFT $ 31.15
2ND SHIFT 35.82
3RD SHIFT 38.92

** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **
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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked:
Journeyman $ 20.71

OVERTIME PAY
See (*B1, Q) on OVERTIME PAGE
*NOTE: First 10 hours on Saturday

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4,6) on HOLIDAY PAGE. Also Easter.
Triple time for Labor Day if worked.

NOTE: When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

REGISTERED APPRENTICES
WAGES: One year terms at the following percentage of Journeyman's wage

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>50%</td>
<td>60%</td>
<td>70%</td>
<td>80%</td>
</tr>
<tr>
<td></td>
<td>$ 15.58</td>
<td>$ 18.69</td>
<td>$ 21.81</td>
<td>$ 24.92</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS per hour worked:

1st & 2nd years $ 18.71
3rd & 4th years 20.71

Ironworker 12/01/2016
Ironworker

ENTIRE COUNTIES
Broome, Cayuga, Cortland, Onondaga, Oswego, Seneca, Tioga, Tompkins

PARTIAL COUNTIES
Chenango: Only the Townships of Lincklaen, Otselic, Pitcher, Pharsalia, German, McDonough, Preston, Norwich, Smithville, Oxford, Guilford, Greene, Coventry, Bainbridge and Afton.
Schuyler: Only the Townships of Cayuta, Catharine, Hector and Montour.
Wayne: Only the Townships of Galen, Savannah, Rose, Butler, Huron and Wolcott

WAGES

Per hour: 07/01/2016 05/01/2017

Structural, Reinforcing, Re-bar $ 29.00 $ 1.40
Machinery Mover & Rigger 29.00 1.40
Ornamental & Curtain Wall, Window Wall 29.00 1.40
Pre-Glazed Metal Framed Windows Attached to Steel $ 29.00 1.40
or Masonry Including Caulking
Fence Erector (Chain Link/Security) 29.00 1.40
Sheeter/Bridge Rail 29.00 1.40
Pre-Cast Erector 29.00 1.40
Stone Derrickman 29.00 1.40
Pre-Engineered Building Erector 29.00 1.40
Welder 29.00 1.40

NOTE: Shift work mandated by the project owner. All shifts will be (8) hours.

1st Shift $ 29.00
2nd Shift 31.90
3rd Shift 33.35

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeymen $ 24.15

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

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

NOTE: Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES

WAGES: One year terms at the following rates.

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$15.00</td>
<td>$17.00</td>
<td>$19.00</td>
<td>$21.00</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS per hour worked:

<table>
<thead>
<tr>
<th></th>
<th>1st year</th>
<th>2nd year</th>
<th>3rd year</th>
<th>4th year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>$9.75</td>
<td>16.79</td>
<td>17.79</td>
<td>18.80</td>
</tr>
</tbody>
</table>

Laborer - Building

ENTIRE COUNTIES
Oswego

WAGES

*** If a prime contract is let for site work only, meaning no buildings are involved in their site contract, the heavy/highway rates would be applicable for the laborers classification only.
When a prime contract is let for site work and building excavation is part of that contract, the building rates would be applicable for the laborers classification.

All work outside of the building proper, if not included in the building contract, will fall under the Heavy/Highway rates.

<table>
<thead>
<tr>
<th>Per hour:</th>
<th>07/01/2016</th>
<th>06/01/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group A: Nuclear Plants, Hydro</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plants or related work</td>
<td>$ 23.75</td>
<td>$ 1.30</td>
</tr>
<tr>
<td>Basic Laborer</td>
<td>22.18</td>
<td>1.45</td>
</tr>
<tr>
<td>Blaster, Asbestos, Toxic or</td>
<td>23.68</td>
<td>1.45</td>
</tr>
<tr>
<td>Hazardous Waste removal</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

- Group A: $ 19.64
- Laborers (Bldg)
  - Basic, Asbestos, Toxic or Hazardous Waste removal: 18.69

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms at the following percentage of Journeyman's wage.

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>60%</td>
<td>70%</td>
<td>80%</td>
<td>90%</td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS** per hour worked:

- Group A: $ 19.64
- Basic, Asbestos, Toxic or Hazardous Waste removal: 18.69

---

**Laborer - Heavy&Highway 12/01/2016**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**ENTIRE COUNTIES** Oswego

**WAGES**

Per hour:

GROUP A: Drill Helper (not including machine operations), Flagman, Outboard and Hand Boats.

GROUP B: Basic, Bull Float (where used for strike off only), Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of all Steel Mesh, Small Generators for Laborers' Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Water Pump Operators (1-1/2" Single Diaphragm), Nozzle (Asphalt, Gunite, Seeding and Sand Blasting), Laborers on Chain Link Fence erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

GROUP C: Drilling equipment - only where a separate air compressor unit supplies power, Acetylene Torch Operators, Asphalt Raker, Tail or Screw Operator on Asphalt Paver, and Powderman.
GROUP D: Blasters, Form Setters (slab steel forms on highways, roads, streets & airport runways), Stone or Granite Curb Setters.

GROUP E: EPA or DEC Certified Toxic or Hazardous Waste Work

<table>
<thead>
<tr>
<th></th>
<th>07/01/2016</th>
<th>07/01/2017</th>
<th>07/01/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROUP A</td>
<td>$ 25.81</td>
<td>$ 1.60</td>
<td>$ 1.60</td>
</tr>
<tr>
<td>GROUP B</td>
<td>26.01</td>
<td>1.60</td>
<td>1.60</td>
</tr>
<tr>
<td>GROUP C</td>
<td>26.21</td>
<td>1.60</td>
<td>1.60</td>
</tr>
<tr>
<td>GROUP D</td>
<td>26.41</td>
<td>1.60</td>
<td>1.60</td>
</tr>
<tr>
<td>GROUP E</td>
<td>28.01</td>
<td>1.60</td>
<td>1.60</td>
</tr>
</tbody>
</table>

NOTE: ON DEPARTMENT OF TRANSPORTATION MANDATED NIGHT WORK THERE WILL BE AN ADDITIONAL $2.00 PER HOUR PREMIUM FOR A SINGLE IRREGULAR WORK SHIFT THAT STARTS ANYTIME FROM 5:00 P.M. TO 1:00 A.M. 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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman $ 20.70

OVERTIME PAY
See (B, E, Q, T) on OVERTIME PAGE

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

REGISTERED APPRENTICES
WAGES: 1000 hour terms at the following percentage of Journeyman's wage.

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>60%</td>
<td>70%</td>
<td>80%</td>
<td>90%</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS per hour worked:

All terms: $ 20.70

7-633 hOS

Laborer - Tunnel 12/01/2016

JOB DESCRIPTION Laborer - Tunnel DISTRICT 7

ENTIRE COUNTIES Oswego

WAGES
Per hour:

GROUP A: Change House Man

GROUP B: Miners and all Machine Men, Safety Miner, all Shaft work, Caisson work, Drilling, Blow Pipe, all Air Tools, Tugger, Scaling, Nipper, Guniting from pot to nozzle, Bit Grinder, Signal Man (top to bottom), Concrete Men, Shield driven tunnels, mixed face and soft ground, liner plate tunnels in free air.

GROUP C: Blaster

GROUP D: Hazardous Waste Work**

<table>
<thead>
<tr>
<th></th>
<th>07/01/2016</th>
<th>07/01/2017</th>
<th>07/01/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Additional</td>
<td>Additional</td>
<td>Additional</td>
</tr>
<tr>
<td>Group A</td>
<td>$ 27.59</td>
<td>$ 1.60</td>
<td>$ 1.60</td>
</tr>
<tr>
<td>Group B</td>
<td>27.79</td>
<td>1.60</td>
<td>1.60</td>
</tr>
<tr>
<td>Group C</td>
<td>28.79</td>
<td>1.60</td>
<td>1.60</td>
</tr>
<tr>
<td>Group D**</td>
<td>32.79</td>
<td>1.60</td>
<td>1.60</td>
</tr>
</tbody>
</table>

Prevailing Wage Rates for 07/01/2016 - 06/30/2017 Published by the New York State Department of Labor
Last Published on Dec 01 2016

PRC Number 2016011888 Oswego County
**Work site required to be designated by State/Federal as hazardous waste site and relevant regulations require employees to use personal protection. 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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman

$22.10

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If the holiday falls on Saturday, it will be celebrated on Friday. If the holiday falls on Sunday, it will be celebrated on Monday.

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms at the following percentage of Group B wage

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>60%</td>
<td>70%</td>
<td>80%</td>
<td>90%</td>
<td></td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS** per hour worked:

All Terms

$22.10

7-633T (OS)

**Lineman Electrician** 12/01/2016

**JOB DESCRIPTION** Lineman Electrician

**DISTRICT 6**

**ENTIRE COUNTIES**


**WAGES**

Per hour:

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

07/01/2016

Lineman, Technician $47.95

Crane, Crawler Backhoe 47.95

Welder, Cable Splicer 47.95

Digging Machine Operator 43.16

Tractor Trailer Driver 40.76

Groundman, Truck Driver 38.36

Equipment Mechanic 38.36

Flagman 28.77

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

Lineman, Technician $47.95

Crane, Crawler Backhoe 47.95

Cable Splicer 52.75

Cert. Welder-Pipe Type Cable 50.35

Digging Machine Operator 43.16

Tractor Trailer Driver 40.76
Groundman, Truck Driver 38.36  
Equipment Mechanic 38.36  
Flagman 28.77  

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

Lineman, Technician, Welder $ 49.27  
Crane, Crawler Backhoe 49.27  
Cable Splicer 54.20  
Cert. Welder-Pipe Type Cable 51.73  
Digging Machine Operator 44.34  
Tractor Trailer Driver 41.88  
Groundman, Truck Driver 39.42  
Equipment Mechanic 39.42  
Flagman 29.56  

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

Lineman, Technician, Welder $ 50.46  
Crane, Crawler Backhoe 50.46  
Cable Splicer 50.46  
Digging Machine Operator 45.41  
Tractor Trailer Driver 42.89  
Groundman, Truck Driver 40.37  
Equipment Mechanic 40.37  
Flagman 30.28  

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:

<table>
<thead>
<tr>
<th>Shift</th>
<th>Hours</th>
<th>Rate Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1ST SHIFT</td>
<td>8:00 AM to 4:30 PM</td>
<td>REGULAR RATE</td>
</tr>
<tr>
<td>2ND SHIFT</td>
<td>4:30 PM to 1:00 AM</td>
<td>REGULAR RATE PLUS 17.3 %</td>
</tr>
<tr>
<td>3RD SHIFT</td>
<td>12:30 AM to 9:00 AM</td>
<td>REGULAR RATE PLUS 31.4 %</td>
</tr>
</tbody>
</table>

** IMPORTANT NOTICE **

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.  
*Effective 05/06/2013, 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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R 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):

The following SUPPLEMENTAL BENEFITS apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

Journeyman $ 21.75  
*plus 7.25% of hourly wage

*The 7.25% is based on the hourly wage paid, straight time rate or premium rate.

**OVERTIME PAY**

See (B, E, Q,) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.

**HOLIDAY**

Paid See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime
See (5, 6, 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: 1000 hour terms at the following percentage of the Journeyman Lineman wage.

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
</tr>
</thead>
<tbody>
<tr>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS: Same as Journeyman

Lineman Electrician - Teledata 12/01/2016

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

WAGES
Per hour:

FOR OUTSIDE WORK.

<table>
<thead>
<tr>
<th></th>
<th>07/01/2016</th>
<th>01/01/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable Splicer</td>
<td>$30.29</td>
<td>$30.90</td>
</tr>
<tr>
<td>Installer, Repairman</td>
<td>28.75</td>
<td>29.33</td>
</tr>
<tr>
<td>Teledata Lineman</td>
<td>28.75</td>
<td>29.33</td>
</tr>
<tr>
<td>Technician, Equipment Operator</td>
<td>28.75</td>
<td>29.33</td>
</tr>
<tr>
<td>Groundman</td>
<td>15.25</td>
<td>15.56</td>
</tr>
</tbody>
</table>

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman $4.43 $4.43

*plus 3% of wage paid

*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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

Lineman Electrician - Traffic Signal Lighting 12/01/2016

JOB DESCRIPTION Lineman Electrician - Traffic Signal Lighting

DISTRICT 6

ENTIRE COUNTIES

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, chain saws, 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/groundman truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger’s duties shall consist of traffic control only.

(Ref #14.01.01)

Per hour: 07/01/2016

Lineman, Technician $ 41.65
Crane, Crawler Backhoe 41.65
Certified Welder 43.73
Digging Machine 37.49
Tractor Trailer Driver 35.40
Groundman, Truck Driver 33.32
Equipment Mechanic 33.32
Flagman 24.99

Above rates applicable on all Lighting and Traffic Signal Systems with the installation, testing, operation, maintenance and repair of all traffic control and illumination projects, traffic monitoring systems, road weather information systems and the installation of Fiber Optic Cable.

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%

** IMPORTANT NOTICE **
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.
*Effective 05/06/2013, 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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R 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):

Journeyman $ 21.75
*plus 7.25% of hourly wage

*The 7.25% is based on the hourly wage paid, straight time rate or premium rate.
Supplements paid at STRAIGHT TIME rate for holidays.

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction

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.

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$24.99</td>
<td>$27.07</td>
<td>$29.16</td>
<td>$31.24</td>
<td>$33.32</td>
<td>$35.40</td>
<td>$37.49</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS: Same as Journeyman
Job Description: Lineman Electrician - Tree Trimmer

District: 6


Wages:

Per hour:

<table>
<thead>
<tr>
<th>Position</th>
<th>07/01/2016</th>
<th>01/01/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tree Trimmer</td>
<td>$23.37</td>
<td>$23.95</td>
</tr>
<tr>
<td>Equipment Operator</td>
<td>20.61</td>
<td>21.13</td>
</tr>
<tr>
<td>Equipment Mechanic</td>
<td>20.61</td>
<td>21.13</td>
</tr>
<tr>
<td>Truck Driver</td>
<td>17.26</td>
<td>17.52</td>
</tr>
<tr>
<td>Groundman</td>
<td>14.15</td>
<td>14.36</td>
</tr>
<tr>
<td>Flag person</td>
<td>10.08</td>
<td>10.23</td>
</tr>
</tbody>
</table>

Supplemental Benefits:

Per hour worked (but also required on non-worked holidays):

<table>
<thead>
<tr>
<th>Position</th>
<th>07/01/2016</th>
<th>01/01/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>$9.56</td>
<td>$9.98</td>
</tr>
</tbody>
</table>

*plus 3% of hourly wage

The 3% is based on the hourly wage paid, straight time rate or premium rate.

Overtime Pay:

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

Holiday:

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

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

Note: All paid holidays falling on a Saturday shall be observed on the preceding Friday. All paid holidays falling on a Sunday shall be observed on the following Monday.

---

Job Description: Mason - Building

District: 12

Entire Counties: Oswego

Wages:

Per Hour: 07/01/2016-06/30/2017

<table>
<thead>
<tr>
<th>Position</th>
<th>07/01/2016</th>
<th>Additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bricklayer/Blocker</td>
<td>$33.49</td>
<td></td>
</tr>
<tr>
<td>Cement Mason(Bldg)</td>
<td>33.49</td>
<td>$0.94/Hr.</td>
</tr>
<tr>
<td>Plasterer/Fireproofing*</td>
<td>33.49</td>
<td>to be allocated</td>
</tr>
<tr>
<td>Stone Mason</td>
<td>33.49</td>
<td></td>
</tr>
<tr>
<td>Concrete Cutter</td>
<td>33.49</td>
<td></td>
</tr>
<tr>
<td>Pointer/Caulker/Cleaner</td>
<td>33.49</td>
<td></td>
</tr>
</tbody>
</table>

Additional $.25 per hr. for work in restricted radiation area of atomic plant.

Additional $5.00 per day more for employees working on a two-point suspension scaffold (Pointer, Caulker, and Cleaner are excluded).

(*)Fireproofer on Structural only.

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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman $ 19.43

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

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

REGISTERED APPRENTICES
Wages per hour

750 hour terms at the following percentage of Journey's wage

<table>
<thead>
<tr>
<th></th>
<th>1st term</th>
<th>2nd term</th>
<th>3rd term</th>
<th>4th term</th>
<th>5th term</th>
<th>6th term</th>
<th>7th term</th>
<th>8th term</th>
</tr>
</thead>
<tbody>
<tr>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked

All terms $ 19.43

Mason - Building 12/01/2016

JOB DESCRIPTION Mason - Building

ENTIRE COUNTIES
Cayuga, Onondaga, Oswego

PARTIAL COUNTIES
Madison: The townships of Sullivan and Cazenovia ONLY

WAGES
Per hour

<table>
<thead>
<tr>
<th>Tile/Terrazzo/Marble</th>
<th>07/01/2016-07/01/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Setter</td>
<td>$ 29.10</td>
</tr>
<tr>
<td>$1.30/Hr.</td>
<td></td>
</tr>
<tr>
<td>Finisher</td>
<td>24.30</td>
</tr>
<tr>
<td>$0.80/Hr.</td>
<td></td>
</tr>
<tr>
<td>to be allocated</td>
<td></td>
</tr>
</tbody>
</table>

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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman Setter $ 17.56
Journeyman Finisher 17.11

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

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

REGISTERED APPRENTICES
Wages per hour

Hour terms at the following percentage of journeyman's wage

<table>
<thead>
<tr>
<th>Setter:</th>
<th>1st term 500 hours</th>
<th>60%</th>
</tr>
</thead>
<tbody>
<tr>
<td>2nd term 1000 hours</td>
<td>70%</td>
<td></td>
</tr>
<tr>
<td>3rd term 1000 hours</td>
<td>80%</td>
<td></td>
</tr>
</tbody>
</table>
4th term 1000 hours 85%
5th term 1000 hours 90%
6th term 1500 hours 95%

Finisher:
1st term 500 hours 70%
2nd term 1000 hours 80%
3rd term 1000 hours 90%
4th term 1200 hours 95%

Supplemental Benefits per hour worked

Setter:
1st & 2nd Term $11.93
3rd & 4th Term 14.74
5th Term 16.15
6th Term 17.56

Finisher:
1st & 2nd Term $11.58
All others 14.34

JOB DESCRIPTION
Mason - Heavy&Highway
DISTRICT 12

ENTIRE COUNTIES

PARTIAL COUNTIES
Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 1-2h/h on.

WAGES
Per hour

07/01/2016
Mason & Bricklayer $35.09

Additional $1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

SUPPLEMENTAL BENEFITS
Per hour worked
Journeyman $18.75

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If a holiday falls on Sunday, the Monday following shall constitute the day of the legal holiday.

REGISTERED APPRENTICES
Wages per hour

750 HR TERMS at the following percent of Journeyman's wage

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked

$18.75

JOB DESCRIPTION
Millwright
DISTRICT 6

Millwright
12/01/2016
ENTIRE COUNTIES
Jefferson, Lewis, Onondaga, Oswego, St. Lawrence

WAGES
Per hour: 07/01/2016 07/01/2017

<table>
<thead>
<tr>
<th>Position</th>
<th>07/01/2016</th>
<th>07/01/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Millwright*</td>
<td>$27.35</td>
<td>$28.75</td>
</tr>
<tr>
<td>Machinist**</td>
<td>28.60</td>
<td>1.40</td>
</tr>
<tr>
<td>Hazardous Waste Work***</td>
<td>28.60</td>
<td>1.40</td>
</tr>
<tr>
<td>Certified Welder</td>
<td>28.60</td>
<td>1.40</td>
</tr>
</tbody>
</table>

* Regarding water and sewer treatment plants, the Millwright Building rate is applicable for Millwrights only performing maintenance and upkeep of existing equipment.
** A Machinist is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
*** If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister type chemical respirators) are required.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman                     $20.64

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

*NOTE - Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire, or natural disaster prevent the performance of work on a regular scheduled work day.

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

NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES
WAGES: One year terms at the following rate:

Appr. 1st year                  $16.41
Appr. 2nd year                  19.15
Appr. 3rd year                  21.88
Appr. 4th year                  24.62

*NOTE: Additional premium for the following work listed below:

Machinist                      $1.25
Hazardous Waste Work           1.25
Certified Welder               1.25

SUPPLEMENTAL BENEFITS per hour worked:

Appr. 1st year                  $9.40
Appr. 2nd year                  17.27
Appr. 3rd year                  18.39
Appr. 4th year                  19.52

Operating Engineer - Building 12/01/2016

JOB DESCRIPTION Operating Engineer - Building

ENTIRE COUNTIES
Cayuga, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES
NOTE:
---If a prime contract is let for site work only, meaning no buildings are involved in their site contract, the Heavy/Highway rates would be applicable. When a prime contract is let for site work and building excavation is part of that contract, the Building rates would be applicable for the Operators classification.
---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.
---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C.
CLASSIFICATION A: Air Plako, Asphalt & Blacktop Roller, Automated Concrete Spreader (CMI or equivalent), Automated Fine Grade Machine (CMI), Backhoe, Barrel Shredder, Belt Placer, Blacktop Spreader (such as Barber-Greene & Blaw Knox), Blacktop Plant (automated), Blast or Rotary Drill (Truck or Cat mounted), Boom Truck, Burning Plant Operator, Cableway, Caisson Auger, Central Mix Plant (automated), Concrete Pump, Crane*, Crusher (Rock), Derrick, De-watering Press, Diesel Power Unit, Dirt Filter Press with Operation Equipment, Dragline, Dredge, Dual Drum Paver, Elevating Grader (self-propelled or towed), Elevator Hoist - Two Cage, Excavator - all purpose hydraulically operated, Fork Lift (Loed/Lull and other rough terrain type), Front End Loader (4 c.y. and over), Gradall, Grader (Power), Head Tower (Saurman or equal), Hoist (2 or 3 Drum), Hydroblaster (Laser Pump), Light Plants - Compressors and Generators, Locomotive, Maintenance Engineer, Maintenance Welder, Mine Hoist, Mucking Machine or Mole, Overhead Crane - fixed permanent, Pile Driver, Quarry Master or Equivalent, Refrigeration Equipment (for soil stabilization), Scraper, Sea Mule, Shovel, Side Boom, Slip Form Paver, Straddle Buggy (Ross Carrier, Lumber Carrier), Tractor Drawn Belt Type Loader (Euclid Loader), Trenching Machine (digging capacity of over 4ft. depth), Tunnel Crane Operator, Truck or Trailer Mounted Log Chipper (self-feeder), Tug Operator (Manned, rented equipment excluded), Tunnel Shovel, Vibro or Sonic Hammer Controls (when not mounted in proximity to Rig Operator), Work Boat Operator including LCM's.

CLASSIFICATION B: "A" Frame Truck, Back Dumps, Blacktop Plant (non-automatic), Boring Machine, Bulldozer, Cage-Hoist, Central Mix Plant (non-automated), Compressor, Pump, Generator or Welding machine (when used in battery of not more than five (5)), Concrete Paver (single drum over 16'), Core boring machine, Drill Rigs - tractor mounted, Elevator - as material hoist, Farm Tractor (with or without accessories), Fork Lift (over 10 ton with or without attachments), Front End Loader (under 4 c.y.), Grout Pump, Gunite Machine, High Pressure Boiler (15 lbs. & over), Hoist (one drum), Hydraulic Breaking Hammer (Drop Hammer), Kolman Plant Loader (screening gravel), Maintenance Grease Man, Mixer for stabilized base - self-propelled (Seaman Mixer), Monorail Machine, Parapet Concrete or Pavement Grinder, Parts Man, Post Driver (truck or tractor mounted), Post Hole Digger (truck or tractor mounted), Power Sweeper (Wayne or similar), Pump-Crete or Squeeze-Crete, Road Widener (front end of Grader or self-propelled), Roller, Self-contained hydraulic bench drill, Shell Winder (motorized), Skid steer (Bobcat) type loader, Snorkel (overhead arms), Snowblower control man, Tractor (with or without accessories), Trenching Machine (digging capacity of 4 ft. or less), Tugger Hoist, Vacuum Machine (self-propelled or mounted), Vibro Tam, Well Drill / Well Point System (Submersible pumps when used in lieu of Well Point System), Winch (Motor driven), Winch Cat, Winch Truck

CLASSIFICATION C: Compressor (up to 500 cfm), Concrete Paver or Mixer (under 16'), Concrete Pavement Spreaders & Finishers (not automated), Conveyor (over 12 ft), Electric Submersible Pump (4" and over), Fine Grade Machine (not automated), Fireman, Fork Lift ("with or without" attachments, 10 ton and under), Form Tamper, Generator (2,500 watts and over), Hydraulic Pump, Mechanical Heaters (More than two (2) Mechanical Heaters or any Mechanical Heater or Heaters whose combined output exceeds 640,000 BTU per hour (manufacturer's rating) plus one self-contained heating unit - i.e. Sundog or Air Heat type - New Holland Hay Dryer type excluded), Mulching Machine, Oilier, Power Driven Welding Machine (300 amp and over, other than all electric. One Welding Machine under 300 amp will not require an engineer unless in a battery), Power Heatman (hay dryer), Pumps (water and trash), Revinus Widener (road widener), Single Light Plant, Steam Cleaner or Jenny.

Per Hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2016</th>
<th>07/01/2017</th>
<th>07/01/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master Mechanic</td>
<td>$37.32</td>
<td>$38.84</td>
<td>$40.41</td>
</tr>
<tr>
<td>Asst. Master Mechanic</td>
<td>36.32</td>
<td>37.84</td>
<td>39.41</td>
</tr>
<tr>
<td>Class A*</td>
<td>35.32</td>
<td>36.84</td>
<td>38.41</td>
</tr>
<tr>
<td>Class B</td>
<td>33.32</td>
<td>34.78</td>
<td>36.29</td>
</tr>
<tr>
<td>Class C</td>
<td>29.34</td>
<td>30.68</td>
<td>32.07</td>
</tr>
<tr>
<td>Pile Driver**</td>
<td>37.07</td>
<td>38.59</td>
<td>40.16</td>
</tr>
<tr>
<td>Tower Crane*</td>
<td>36.82</td>
<td>38.34</td>
<td>39.91</td>
</tr>
</tbody>
</table>

*Crane subjects to tonnage and boom length premiums below.
**With Boom or Leads 100' and over.

TONNAGE PREMIUMS:
All cranes from 30 to 64 ton - Add $.50
All lattice boom cranes 65 ton capacity & over - Add $1.75
All hydraulic cranes 65 ton to 79 ton capacity - Add $1.10
All hydraulic cranes 80 ton to 99 ton capacity - Add $1.25
All hydraulic cranes 100 ton capacity and over - Add $1.75
NOTE: All crane tonnage premiums increase $.25 effective 7/1/2017.

BOOM LENGTH PREMIUMS:
150 ft to 199 ft add $1.75
200 ft to 299 ft add $2.75
300 ft and over add $3.75
NOTE: The boom length premium is in addition to the crane tonnage premiums listed above.

ADDITIONAL $2.00 per hour for employees required by Federal, State, Project Owner(s), or Employer rules or regulations to wear level A, B or C respiratory protection. Paper dust masks are excluded.
SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman $ 23.64 $ 23.89 $ 24.14

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: All hours worked on designated holidays shall be paid at 2x the hourly rate of pay, plus 8 hours of straight time.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If the holiday falls on Sunday, it will be celebrated on Monday.

REGISTERED APPRENTICES

WAGES: 1000 hour terms

<table>
<thead>
<tr>
<th>Term</th>
<th>07/01/2016</th>
<th>07/01/2017</th>
<th>07/01/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$ 21.19</td>
<td>$ 22.10</td>
<td>$ 23.05</td>
</tr>
<tr>
<td>2nd term</td>
<td>22.96</td>
<td>23.95</td>
<td>24.97</td>
</tr>
<tr>
<td>3rd term</td>
<td>24.72</td>
<td>25.79</td>
<td>26.89</td>
</tr>
<tr>
<td>4th term</td>
<td>28.27</td>
<td>29.47</td>
<td>30.72</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS per hour worked: Same as Journeyman

6-158-545b.s

Operating Engineer - Heavy&Highway

DISTRIBUTION 6

ENTIRE COUNTIES

Cayuga, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES

NOTE:

---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.

---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C

CLASS A: Asphalt Curb Machine (self-propelled, Slipform), Asphalt Paver, Automated Concrete Spreader (CMI type), Automatic Fine Grader, Backhoe (except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI type), Blacktop Plant (automated), Boom Truck, Cableway, Caisson Auger, Central Mix Concrete Plant (automated), Cherry Picker*, Concrete Curb Machine (Self-Propelled, Slipform), Concrete Pump, Crane*, Derricks*, Directional Boring/Drilling Machine, Dragline*, Dredge, Dual Drum Paver, Excavator (all purpose - hydraulic - Gradall or similar), Front End Loader (4 c.y. & over), Head Tower (Sauerman or equal), Hoist (two or three drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Overhead Crane* (Gantry or Straddle Type), Pavement Breaker (SP, Wirtgen; PB-4 and similar type), Profiler (over 105 h.p.), Pile Driver*, Power Grader, Quad 9, Quarry Master (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver, Tractor Drawn Belt-Type Loader, Truck Crane*, Truck or Trailer Mounted Chipper (self-feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel.

CLASS B: Backhoe (Tractor-Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (non-automated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Bridge Deck Finishing Machine, Cage Hoist, Central Mix Plant (non-automated) and All Concrete Batching Plants, Concrete Paver (over 16'), Crawler Drill (self-contained), Crusher, Diesel Power Unit, Drill Rigs (Truck or Tractor mounted), Front End Loader (under 4 c.y.), Grease Em - Lubrication Engineer, HiPressure Boiler (15 lbs & over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader & similar type loaders, Locomotive, Material Handling Knuckle Boom, Mixer (for stabilized base, self-propelled), Monorail Machine, Profiler (105 h.p. and under), Plant Engineer, Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill (excluding Air-Track type drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacuum Machine (mounted or towed), Vermeer Saws (ride-on, any size or type), Welder, Winch and Winch Cat, Work Boat Operator including LCM's.

CLASS C: "A" Frame Winch Hoist (On Truck), Aggregate Plant, Articulated Heavy Hauler, Asphalt or Concrete Grooving Machine (ride-on), Ballast Regulator (ride-on), Bituminous Heater (self-propelled), Boat (powered), Boiler (used in conjunction with production), Cement & Bin operator, Compressors**, Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16' & under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Boring / Drilling Machine Locator, Drill (Core), Drill (Well), Dust Collectors**, Electric Pump When Used in Conjunction with Well Point System, Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Generators**, Grout Pump, Gunite Machine, Hammers (hydraulic self-propelled), Heaters**, Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (water), Light Plants**, Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger (excluding handheld), Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Pumps**, Revinius Widener, Roller (subgrade & fill), Scarifier (ride-on), Shell Winder, Skid Steer Loader (Bobcat or similar), Span Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handlers (ride-on), Tie Inserters (ride-on), Tie Spacers (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vacuum Machine (self-propelled), Vibratory Compactor, VIBro Tamp, Welding Machines**, Well Point.
**CLASS C NOTE:** Considered Hands-Off (unmanned). Includes only operation and maintenance of the equipment.

**SINGLE IRREGULAR WORK SHIFT:**

A single irregular work shift can start any time from 5:00 PM to 1:00 AM. All employees who work a single irregular work shift on governmental mandated night work shall be paid an additional $2.00 per hour.

<table>
<thead>
<tr>
<th>Wages per hour:</th>
<th>07/01/2016</th>
<th>07/01/2017</th>
<th>07/01/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master Mechanic</td>
<td>$ 40.32</td>
<td>$ 42.15</td>
<td>$ 44.05</td>
</tr>
<tr>
<td>CLASS A*</td>
<td>38.97</td>
<td>40.80</td>
<td>42.70</td>
</tr>
<tr>
<td>CLASS B</td>
<td>38.09</td>
<td>39.92</td>
<td>41.82</td>
</tr>
<tr>
<td>CLASS C</td>
<td>34.81</td>
<td>36.64</td>
<td>38.54</td>
</tr>
</tbody>
</table>

(*) Premiums for CRANES is based upon Class A rates with the following premiums:
---Additional $4.00 per hr for Tower Cranes, including self erecting.
---Additional $3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturer's rating of fifty (50) tons and over.
---Additional $2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

Additional $2.50 per hour for EPA or DEC classified toxic or hazardous waste work OR where an employee is required by regulations to use or wear personal protection.

**SUPPLEMENTAL BENEFITS**

<table>
<thead>
<tr>
<th>Per hour worked:</th>
<th>07/01/2016</th>
<th>07/01/2017</th>
<th>07/01/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>$ 24.95</td>
<td>$ 25.20</td>
<td>$ 25.45</td>
</tr>
</tbody>
</table>

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Sunday, it will be celebrated on Monday. If an employee works on this Monday, they shall be compensated at double time plus the holiday pay (triple time). If a holiday falls on a Saturday, employees who work a Saturday Holiday shall be paid double time plus the holiday pay.

**REGISTERED APPRENTICES**

**WAGES:** 1000 hour terms

<table>
<thead>
<tr>
<th>07/01/2016</th>
<th>07/01/2017</th>
<th>07/01/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term, 0-1000 hrs</td>
<td>$ 22.85</td>
<td>$ 23.95</td>
</tr>
<tr>
<td>2nd term, 1001-2000 hrs</td>
<td>26.66</td>
<td>27.94</td>
</tr>
<tr>
<td>3rd term, 2001-3000 hrs</td>
<td>30.47</td>
<td>31.94</td>
</tr>
<tr>
<td>4th term, 3001-4000 hrs</td>
<td>34.28</td>
<td>35.93</td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS:** same as Journeyman

---

**Operating Engineer - Marine Dredging**

**JOB DESCRIPTION** Operating Engineer - Marine Dredging

**ENTIRE COUNTIES**

Albany, Bronx, Cayuga, Chautauqua, Clinton, Columbia, Dutchess, Erie, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Niagara, Orange, Orleans, 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 barge mounted cranes and other equipment are only for marine dredging work in navigable waters found in the counties listed above.

<table>
<thead>
<tr>
<th>Per Hour: DREDGING OPERATIONS</th>
<th>07/01/2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLASS A</td>
<td>35.63</td>
</tr>
<tr>
<td>Operator, Leverman, Lead Dredgeman</td>
<td>35.63</td>
</tr>
</tbody>
</table>
CLASS A1
To conform to Operating Engineer
Dozer, Front Loader Operator

CLASS B
Spider/Spill Barge Operator, $30.81
Tug Operator (over 1000hp), Operator II, Fill Placer,
Derrick Operator, Engineer, Chief Mate, Electrician,
Chief Welder, Maintenance Engineer

Certified Welder, $29.01
Boat Operator (licensed)

CLASS C
Drag Barge Operator, $28.22
Steward, Mate,
Assistant Fill Placer,

Welder (please add) $ 0.06

Boat Operator $ 27.30

CLASS D
Shoreman, Deckhand, $ 22.68
Rodman, Scowman, Cook,
Messman, Porter/Janitor

Oiler (please add) $ 0.09

SUPPLEMENTAL BENEFITS
Per Hour:
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B $ 9.99 plus 8% of straight time wage, Overtime hours add $ 0.63

All Class C $ 9.69 plus 8% of straight time wage, Overtime hours add $ 0.48

All Class D $ 9.39 plus 8% of straight time wage, Overtime hours add $ 0.33

OVERTIME PAY
See (B, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

Operating Engineer - Survey Crew 12/01/2016

JOB DESCRIPTION Operating Engineer - Survey Crew

ENTIRE COUNTIES

PARTIAL COUNTIES
Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES
These rates apply to Building and Heavy Highway.

Per hour:
SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
Instrument Person - One who operates the surveying instruments.
Rod Person - One who holds the rods and assists the Instrument Person.

<table>
<thead>
<tr>
<th>Date</th>
<th>Party Chief</th>
<th>Instrument Person</th>
<th>Rod Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2016</td>
<td>$ 38.49</td>
<td>35.32</td>
<td>26.03</td>
</tr>
</tbody>
</table>

Additional $3.00 per hr. for work in a Tunnel.
Additional $2.50 per hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman       $ 23.70

OVERTIME PAY
See (B, E, P, T) on OVERTIME PAGE

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

REGISTERED APPRENTICES
WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

<table>
<thead>
<tr>
<th>Date</th>
<th>Percentage</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2016</td>
<td>60%</td>
<td>$ 15.57</td>
</tr>
<tr>
<td></td>
<td>70%</td>
<td>$ 18.17</td>
</tr>
<tr>
<td></td>
<td>80%</td>
<td>$ 20.77</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFIT per hour worked:

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1000</td>
<td>$ 15.57</td>
</tr>
<tr>
<td>1001-2000</td>
<td>$ 18.17</td>
</tr>
<tr>
<td>2001-3000</td>
<td>$ 20.77</td>
</tr>
</tbody>
</table>

Operating Engineer - Survey Crew - Consulting Engineer 12/01/2016

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

ENTIRE COUNTIES

PARTIAL COUNTIES
Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES
These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:
SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
Instrument Person - One who operates the surveying instruments.
Rod Person - One who holds the rods and assists the Instrument Person.
07/01/2016

Party Chief $ 38.49
Instrument Person 35.32
Rod Person 26.03

Additional $3.00 per hr. for work in a Tunnel.
Additional $2.50 per hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman $ 23.70

OVERTIME PAY
See (B, E, P, T) on OVERTIME PAGE

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

REGISTERED APPRENTICES
WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2016

0-1000 60%
1001-2000 70%
2001-3000 80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000 $ 15.57
1001-2000 $ 18.17
2001-3000 $ 20.77

Operating Engineer - Tunnel 12/01/2016

JOB DESCRIPTION Operating Engineer - Tunnel
ENTIRE COUNTIES

PARTIAL COUNTIES
Dutchess: Northern part of Dutchess to the northern boundary line of the City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Rte. 343 then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains to Connecticut.
Genesee: Only that portion of the county that lies east of a linedrawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES
Crane 1: All cranes, including self erecting to be paid $4.00 per hour over the Class A rate.
Crane 2: All Lattice Boom Cranes and all other cranes with a manufacturer’s rating of fifty (50) ton and over to be paid $3.00 per hour over Class A rate.
Crane 3: All hydraulic cranes and derricks with a manufacturer’s rating of forty nine (49) ton nad below, including boom trucks, to be paid $2.00 per hour over Class A rate.

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor-mounted,rubber tired); Belt Placer (CMI Type); Blacktop Plant (Automated); Cableway; Caisson Auger; Central Mix Concrete Plant (Automated); Concrete Curb Machine (Self-propelled slipform) Concrete Pump (8” or over); Dredge; Dual Drum Paver; Any Mechanical Shaft Drill; Excavator (all purpose-hydraulic-Gradall or Similar); Fork Lift (factory rated 15 ft and over); Front End Loader (4 c.y & over); Gradall; Head Tower (Sauerman or Equal), Hoist Shaft; Hoist (two or three Drum); Mine Hoist; Maintenance Engineer (Shaft and Tunnel) ; Mine Hoist; Mucking Machine or Mole, Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Mach.; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, he shall be an Oiler); Tractor Drawn Belt Type Loader; Tripper/Maintenance Eng.(Shaft & Tunnel); Truck or Trailer Mounted Log Chipper (self-feeding); Tug Operator (Manned rented equip. excluded); Tunnel Shovel; Mining Machine(Mole and Similar Types).
CLASS B: Automated Central Mix Concrete Plant; Backhoe Trac-Mtd, Rubber Tired; Backhoe (topside); Bitum. Spred. & Mixer, Blacktop Plant non-automated); Blast or Rotary Drill (Truck or Tractor Mounted); Boring Machine; Cage Hoist; Central Mix Plant(NonAutomated) and All Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (Tractor Mounted); Front End Loader (under 4 c.y.); Grayco Epoxy Machine; Hoist (One Drum); Hoist 2 or 3 Drum (Topside); Kolman Plant Loader & Similar Type Loaders (if Employer requires another person to clean the screen or to maintain the equipment, he shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maint. Eng. (Topside ); Grease Man; Welder; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Eng.; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Mach.; Shovel (Topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Winch and Winch Cat.

CLASS C: A Frame Truck; Ballast Regulator (ride-on); Compressors (4 under 2,000 cfm combined capacity; or 3 or less with more than 1200 cfm. but not to exceed 2,000 cfm); Compressors (any size but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-4 of any type or combination); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill well; Elec Pump Used in Conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; ForkLift (under 15 ft); Grout Pump (over (5) cu. ft.; Gunite Machine; Hammers (hydraulic- self propel.); Hydra-Spiker-Ride on; Hydra-Blaster; Hydra Blaster (water); Motorized Form Carrier; Post Hole Digger & Post Driver; Power Sweep; Roller grade & fill); Scarifier (Ride-on); Span-Saw (Ride-on); Submersible Electric Pump (when used in lieu of well point system); Tamper (Ride-on); Tie-Extractor, Tie Handler, Tie Inserter, Tie Spacer and Track Liner (Ride-on); Tractor (with towed accessories); Vibratory Compactor; Vibro Tamp, Well Point.

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors( 3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors( any size, but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-3 or less-any type or combination); Concrete Saw (self propelled); Fireman; Form Tamper; Hydraulic Pump (jacking system); Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broome towed; Power Heaterman; Revinius Widener; Shell Winder; Steam Cleaner and Tractor; Greaseman; Junior Engineer.

Per hour: 07/01/2016 07/01/2017 07/01/2018

| Crane 1 | $45.94 | $47.15 | $48.74 |
| Crane 2 | 44.94  | 46.15  | 47.74  |
| Crane 3 | 43.94  | 45.15  | 46.74  |
| Master Mechanic | 44.20 | 45.49 | 47.15 |

CLASS A 41.94 43.15 44.74
CLASS B 40.72 41.93 43.52
CLASS C 37.93 39.14 40.73
CLASS D 34.92 36.13 37.72

On hazardous waste work bid, on a state or federally designated hazardous waste site, where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus $5.00 per hour. Fringe benefits will be paid at the contractual hourly wage.

SUPPLEMENTAL BENEFITS
Per hour paid:

| Crane 1 | $26.20 | $27.20 | $27.90 |

OVERTIME PAY
See (B, B2, E, Q) on OVERTIME PAGE

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

REGISTERED APPRENTICES
WAGES;(1000) hours terms at the following percentage of Journeyman's wage.

1st term 60% of Class B
2nd term 65% of Class B
3rd term 70% of Class B
4th term 75% of Class B

SUPPLEMENTAL BENEFITS per hour paid:

$26.20 $26.20 $27.90 7-158-832TL.

Painter 12/01/2016

JOB DESCRIPTION Painter
ENTIRE COUNTIES
Cayuga, Herkimer, Madison, Oneida, Onondaga, Seneca

**PARTIAL COUNTIES**
Lewis: Only the Townships of High Market, Lewis, Leyden, Lyondale, Osceola, Turin and West Turin.
Ontario: The City and Township of Geneva.
Oswego: Only the Townships of Amboy, Constantia, Williamstown and Oneida Lake.

**WAGES**
Per hour: 07/01/2016

- Brush, Roller, Wallcovering $23.00
- Sign painting $23.00
- Parking Lot, Hwy Striping $23.00
- Lead based Paint Abatement $23.00
- Drywall Taper, Finisher $23.00
- Drywall Machine Operator $23.50
- Spray $23.50
- Epoxy (Brush-Roller) $23.50
- Epoxy (Spray) $23.50
- Sandblasting (Operator) $23.50
- Boatswain Chair $23.50
- Swing Scaffold $23.50
- Structural Steel (except bridges, tunnels, tanks) $23.50
- Coal Tar epoxy $24.50
- Asbestos related work $25.20

NOTE: FOR ANY SHIFT WHICH STARTS PRIOR TO 6:00 AM OR AFTER 12:00 NOON ALL EMPLOYEES WHO WORK A SINGLE IRREGULAR WORK SHIFT ON GOVERNMENTAL MANDATED WORK SHALL BE PAID AN ADDITIONAL $2.00 PER HOUR ABOVE THE APPLICABLE WAGE SCALE.

** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **
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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**
Per hour worked:

- Journeymen $20.39

**OVERTIME PAY**
See (B, *F, R) on OVERTIME PAGE

* NOTE - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: A holiday that falls on a Sunday will be celebrated on Monday, a holiday that falls on a Saturday will be celebrated on Friday.

**REGISTERED APPRENTICES**
WAGES: 750 hour terms at the following percentage of Journeymen's Brush-Roller wage rate:

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>90%</td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS** per hour worked:

<table>
<thead>
<tr>
<th>Appr</th>
<th>1st &amp; 2nd</th>
<th>$5.35</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appr</td>
<td>3rd &amp; 4th</td>
<td>5.35</td>
</tr>
<tr>
<td>Appr</td>
<td>5th &amp; 6th</td>
<td>6.53</td>
</tr>
<tr>
<td>Appr</td>
<td>7th &amp; 8th</td>
<td>7.69</td>
</tr>
</tbody>
</table>

Painters 12/01/2016

**JOB DESCRIPTION** Painter

**ENTIRE COUNTIES**

**DISTRIBUTION**

Page 59
Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

**WAGES**

<table>
<thead>
<tr>
<th></th>
<th>07/01/2016</th>
<th>05/01/2017</th>
<th>05/01/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bridge</strong>*</td>
<td>$38.00</td>
<td>$1.25</td>
<td>$1.25</td>
</tr>
<tr>
<td><strong>Tunnel</strong>*</td>
<td>38.00</td>
<td>1.25</td>
<td>1.25</td>
</tr>
<tr>
<td><strong>Tank</strong>*</td>
<td>36.00</td>
<td>1.25</td>
<td>1.25</td>
</tr>
</tbody>
</table>

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.

Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

* Note an additional $1.00 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

$25.65

**OVERTIME PAY**

Exterior work only See (B, E4, F*, R) on OVERTIME PAGE.

All other work See (B, F*, R) on OVERTIME PAGE.

*Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:

750 hour terms at the following percentage of Journeyman’s wage rate:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>75%</td>
<td>85%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental benefits per hour worked:

1st & 2nd terms $5.30
3rd & 4th terms 5.30
5th & 6th terms 6.30

**JOB DESCRIPTION** Painter

**ENTIRE COUNTRIES**

**PARTIAL COUNTRIES**

Oswego: Entire county except the Townships of Amboy, Constantia, Oneida Lake and Williamstown.

**WAGES**

Per hour: 07/01/2016

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Brush, Roller</td>
<td>$22.62</td>
</tr>
<tr>
<td>Paperhanger, Taper</td>
<td>22.87</td>
</tr>
<tr>
<td>Repaint of Factories</td>
<td>22.62</td>
</tr>
<tr>
<td>Metalizing</td>
<td>23.19</td>
</tr>
</tbody>
</table>

**Steel, hazardous work, working with picks, bosun chair, window jacks, swing stage, safety belts, spray painting, steam cleaning, sandblasting safe-way staging over fifteen (15) feet in height, any chemical or epoxy applications, hydro water blasting and steeplejack work two (2) component block filler and epoxy system block filler, encapsulation or abatement of lead or asbestos.**

**Over $100,000 contracts**

Journeyman $25.03

**Under $100,000 contracts**

Page 60
Journeyman 23.84

*** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 ***
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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked*:

Journeyman $ 21.41

*ON NUCLEAR POWER PLANTS - Per hour paid

OVERTIME PAY
See (B, *F, R) on OVERTIME PAGE
In Nuclear Power Plants - Double time on Sunday where the other trades are receiving double time.

* NOTE - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE (applies only on contracts $100,000 and over)
Overtime: See (5,6) on HOLIDAY PAGE

NOTE: A holiday that falls on a Sunday will be celebrated on Monday, a holiday that falls on a Saturday will be celebrated on Friday.

REGISTERED APPRENTICES
WAGES: 750 hour terms at the following percentage of Journeyman's Brush-Roller wage rate.

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>90%</td>
<td></td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS per hour worked*:

Appr 1st & 2nd $ 5.34
Appr 3rd & 4th 5.34
Appr 5th & 6th 6.52
Appr 7th & 8th 7.68

*ON NUCLEAR POWER PLANTS - Per hour paid

6-38.O

Painters - Metal Polisher 12/01/2016

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

WAGES

<table>
<thead>
<tr>
<th></th>
<th>07/01/2016</th>
<th>06/01/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Metal Polisher</td>
<td>$ 28.88</td>
<td>$ 29.73</td>
</tr>
<tr>
<td>Metal Polisher**</td>
<td>29.83</td>
<td>30.68</td>
</tr>
<tr>
<td>Metal Polisher***</td>
<td>32.38</td>
<td>33.23</td>
</tr>
</tbody>
</table>

**Note: Applies on New Construction & complete renovation
*** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS
Per Hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2016</th>
<th>06/01/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyworker:</td>
<td>$ 9.26</td>
<td>$ 9.41</td>
</tr>
</tbody>
</table>

OVERTIME PAY
See (B, E, E2, P, T) on OVERTIME PAGE

Page 61
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:

<table>
<thead>
<tr>
<th>Year</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$11.75</td>
</tr>
<tr>
<td>2nd</td>
<td>13.00</td>
</tr>
<tr>
<td>3rd</td>
<td>15.75</td>
</tr>
</tbody>
</table>

Supplemental benefits:
Per hour paid:

<table>
<thead>
<tr>
<th>Year</th>
<th>Supplemental</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$6.26</td>
</tr>
<tr>
<td>2nd</td>
<td>6.37</td>
</tr>
<tr>
<td>3rd</td>
<td>6.51</td>
</tr>
</tbody>
</table>

Plumber 12/01/2016

JOB DESCRIPTION
Plumber

DISTRIBUTION
6

ENTIRE COUNTIES
Cayuga, Oswego

PARTIAL COUNTIES
Wayne: Only the Townships of Butler, Savannah and Wolcott.

WAGES
Per hour: 07/01/2016 05/01/2017

Plumber, Welder, Heating, Steamfitter, Additional
Air Conditioning
$32.40 $33.70

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman $20.61

NOTE: $13.21 of the supplemental benefits are paid at the same premium as shown for the overtime work performed at energy producing facilities whose primary function is the sale of power or the production of fuel.

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 a Saturday, the holiday will be observed on the Friday before. If a holiday falls on a Sunday, the holiday will be observed on the following Monday.

REGISTERED APPRENTICES
WAGES:

Apprentices Indentured before April 30, 2012
(6) month terms at the following percentage of Journeyman's wage.

<table>
<thead>
<tr>
<th>Year</th>
<th>1st year</th>
<th>2nd year</th>
<th>3rd year</th>
<th>4th year</th>
<th>5th year</th>
</tr>
</thead>
<tbody>
<tr>
<td>(6) 6</td>
<td>50% 55%</td>
<td>60% 65%</td>
<td>70% 75%</td>
<td>80% 85%</td>
<td>90% 95%</td>
</tr>
</tbody>
</table>

Apprentices Indentured after May 1, 2012
(1) year terms at the following percentage of Journeyman's wage.

<table>
<thead>
<tr>
<th>Year</th>
<th>1st year</th>
<th>2nd year</th>
<th>3rd year</th>
<th>4th year</th>
<th>5th year</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>55%</td>
<td>65%</td>
<td>75%</td>
<td>85%</td>
<td></td>
</tr>
</tbody>
</table>
SUPPLEMENTAL BENEFITS per hour worked:

1st year $13.46
2nd year 17.04
3rd year 19.18
4th/5th years 20.61

NOTE: Below is the portion of supplemental benefits paid at overtime premium for work performed at energy producing facilities whose primary function is the sale of power or the production of fuel.

1st year $6.61
2nd year 9.91
3rd year 11.89
4th/5th year 13.21

---

Roofer 12/01/2016

JOB DESCRIPTION Roofer

ENTIRE COUNTIES
Cayuga, Cortland, Franklin, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence

WAGES

Per hour 07/01/2016 06/01/2017 06/01/2018

Additional Additional
Roofer, Waterproofer $26.23 $1.25 $1.25
Green Roofing ** 26.48 1.25 1.25

Addtl per hr for Pitch
Removal & Application

Addtl per hour for
Asbestos Abatement

NOTES:
Does not include metal flashing, gravel stop and metal roofing; see Sheetmetal Worker wage schedule.
** Green Roofing is any component of green technology or living roof above the roof membrane. Including but not limited to the fabric, dirt and plantings.

WHEN MANDATED BY THE OWNER OR AGENCY FOR HOURS WORKED AFTER 5:30 PM AND BEFORE 5:30 AM, THERE WILL BE AN ADDITIONAL $3.75 PER HR PREMIUM.

SUPPLEMENTAL BENEFITS

Per hour worked:
Journeyman $19.97

Additional contribution 0.75
on any Asbestos Abatement work.

OVERTIME PAY

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

*NOTE - Saturday may be paid at straight time if it is the 5th day worked, unless it was a previously scheduled work day. If a holiday falls in that week and 32 hours were worked, Saturday will be paid at 1 1/2 times the rate.

HOLIDAY

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

NOTE: When any of these holidays falls on Sunday, the following day shall be observed as a holiday.

REGISTERED APPRENTICES

WAGES: 1000 hour terms

1st term (0 to 999) $14.43
2nd term (1000 to 1999) 17.05
3rd term (2000 to 2999) 19.67
4th term (3000 to 3999) 22.30

Additional per hour:
Green Roofing $0.25
Sheetmetal Worker 12/01/2016

JOB DESCRIPTION  
Sheetmetal Worker

ENTIRE COUNTIES
Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence

WAGES
Per hour:  07/01/2016  05/01/2017  05/01/2018
Sheetmetal Worker:  $ 27.46  $ 28.46
**For total cost of Sheetmetal contract only.

TO INCLUDE METAL STANDING SEAM ROOFING, FLASHINGS AND GRAVEL STOP.

SUPPLEMENTAL BENEFITS
Per hour worked:
Journeyman  $ 19.07
plus 3% of hourly wage paid

Note: The 3% is based on the hourly wage paid, straight time rate or premium rate.

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

HOLIDAY
Paid:  See (1) on HOLIDAY PAGE
Overtime:  See (5, 6) on HOLIDAY PAGE
When any holiday falls on a Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

REGISTERED APPRENTICES
WAGES: Six month terms at the following percentage of Journeyman's wage.

   1st  2nd  3rd  4th  5th  6th  7th  8th  9th  10th
  40% 45% 50% 55% 60% 65% 70% 75% 80% 85%
$ 10.98 $ 12.36 $ 13.73 $ 15.10 $ 16.48 $ 17.85 $ 19.22 $ 20.60 $ 21.97 $ 23.34

SUPPLEMENTAL BENEFITS per hour worked:

$ 11.04* $ 11.51* $ 12.00* $ 12.47* $ 12.94* $ 13.42* $ 14.92* $ 15.39* $ 15.87* $ 16.34*

*Plus 3% of hourly wage paid. The 3% is based on the hourly wage paid, straight time or premium rate.

Sprinkler Fitter 12/01/2016

JOB DESCRIPTION  
Sprinkler Fitter

ENTIRE COUNTIES

**WAGES**

Per hour 07/01/2016

Sprinkler $ 31.66

Fitter

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman $ 21.02

**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

For Apprentices HIRED PRIOR TO 04/01/2010:

<table>
<thead>
<tr>
<th>Half Year</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked

<table>
<thead>
<tr>
<th>Half Year</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>45%</td>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked

<table>
<thead>
<tr>
<th>Half Year</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>45%</td>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked

<table>
<thead>
<tr>
<th>Half Year</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>45%</td>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked

<table>
<thead>
<tr>
<th>Half Year</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>45%</td>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked

Teamster - Building 12/01/2016

**JOB DESCRIPTION** Teamster - Building

**ENTIRE COUNTIES**
Clinton, Essex, Franklin, Jefferson, St. Lawrence

PARTIAL COUNTIES
Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen, Harrisburg, Montague, Osceola and Pinckney.
Oswego: Only the Towns of Boylston, Redfield, and Sandy Creek.
Warren: Only the Townships of Hague, Horicon, Chester and Johnsburg.

WAGES
GROUP # 1: Fuel Trucks, Fork Lift (Warehouse & Storage Area Only), Bus, Warehouse, Yardman, Truck Helper, Pickups, Panel Truck, Flatbody Material Trucks (straight Jobs), Single axle Dump Trucks, Dumpsters, Material Checkers & Receivers, Greasers, Tiremen, Mechanic Helpers and Parts Chasers.
GROUP # 2: Tandems, Mechanics & Batch Trucks.
GROUP # 3: Semi Trailers, Low Boys, Asphalt Distributor Trucks, and Agitator Mixer Truck, Dump Crete Type Vehicles and 3 axle Dump trucks.
GROUP # 4: Asbestos Removal, Special earth moving Euclid type or similar off highway equip. (non self load.) Articulated and all-track dump trucks.

Wages per hour

<table>
<thead>
<tr>
<th>Group</th>
<th>Rate 07/01/2016</th>
<th>Rate 06/01/2017</th>
<th>Rate 06/01/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group #1</td>
<td>$23.58</td>
<td>$23.58</td>
<td>$23.58</td>
</tr>
<tr>
<td>Group #2</td>
<td>24.58</td>
<td>24.58</td>
<td>24.58</td>
</tr>
<tr>
<td>Group #3</td>
<td>24.68</td>
<td>24.68</td>
<td>24.68</td>
</tr>
<tr>
<td>Group #4</td>
<td>23.84</td>
<td>23.84</td>
<td>23.84</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per hour worked:

All groups $21.51

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

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

Supplemental benefits

<table>
<thead>
<tr>
<th>Group</th>
<th>Rate 07/01/2016</th>
<th>Rate 06/01/2017</th>
<th>Rate 06/01/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROUP A</td>
<td>$20.43</td>
<td>$20.43</td>
<td>$20.43</td>
</tr>
<tr>
<td>GROUP B</td>
<td>20.43</td>
<td>20.43</td>
<td>20.43</td>
</tr>
<tr>
<td>GROUP C</td>
<td>20.43</td>
<td>20.43</td>
<td>20.43</td>
</tr>
<tr>
<td>GROUP D</td>
<td>20.43</td>
<td>20.43</td>
<td>20.43</td>
</tr>
</tbody>
</table>

* Total project cost including General Construction, Plumbing, HVAC and Electrical

SUPPLEMENTAL BENEFITS
Per hour worked:

Onondaga

PARTIAL COUNTIES
Oswego: All Townships except Redfield, Sandy Creek and Boylston.

WAGES
Per hour:

GROUP A: Straight Trucks
GROUP B: Tractor Trailer, Farm Tractor, Fuel Truck.
GROUP C: Euclid.
GROUP D: On site Mechanic.

<table>
<thead>
<tr>
<th>Group A</th>
<th>Rate 07/01/2016</th>
<th>Rate 06/01/2017</th>
<th>Rate 06/01/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group A</td>
<td>$21.48</td>
<td>$21.48</td>
<td>$21.48</td>
</tr>
<tr>
<td>Group C</td>
<td>21.83</td>
<td>21.83</td>
<td>21.83</td>
</tr>
</tbody>
</table>

ENTIRE COUNTIES

DISTRIBUTION 6

Teamster - Building
(under $5 million*) $ 22.29 $ 24.04 $ 25.76
(over $5 million*) 22.94 24.69 26.41

* Total project cost including General Construction, Plumbing, HVAC and Electrical

OVERTIME PAY
On Job site See (D, O) on OVERTIME PAGE
Over road See (B, H) on OVERTIME PAGE

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

Teamster - Heavy&Highway 12/01/2016

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 7

ENTIRE COUNTIES
Clinton, Essex, Franklin, Jefferson, St. Lawrence

PARTIAL COUNTIES
Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen, Harrisburg, Montague, Osceola and Pinckney.
Oswego: Only the Towns of Boylston, Redfield, and Sandy Creek.
Warren: Only the Townships of Hague, Horicon, Chester and Johnsburg.

WAGES
GROUP 1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers, Fork Lift (storage & warehouse areas only) Tandems and Batch Trucks, Mechanics, Dispatcher, Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Truck.


Per hour:

07/01/2016

Heavy/Highway:
Group #1 $ 25.82
Group #2 26.04

Additional $1.50 per hr for hazardous waste removal work on a City, County, and/or Federal Designated waste site and regulations require employee to use or wear respiratory protection. For work bid on or after April 1, 1982 there shall be a 12 month carryover of the negotiated rate in effect at the time of the bid.

SUPPLEMENTAL BENEFITS
Per hour worked:

All classes $ 23.52

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

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

Teamster - Heavy&Highway 12/01/2016

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 6

ENTIRE COUNTIES
Onondaga

PARTIAL COUNTIES
Oswego: All Townships except Redfield, Sandy Creek and Boylston
WAGES
Per hour:

GROUP 1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers & Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers. Tandems and Batch Trucks, Mechanics, Dispatcher, Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks and Agitator, Mixer Trucks and Dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.


WAGES per hour: 07/01/2016 06/01/2017

<table>
<thead>
<tr>
<th></th>
<th>07/01/2016</th>
<th>06/01/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heavy/Highway:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Group #1</td>
<td>$ 23.36</td>
<td>$ 23.91</td>
</tr>
<tr>
<td>Group #2</td>
<td>23.56</td>
<td>24.11</td>
</tr>
</tbody>
</table>

NOTE: For all work bid, there shall be a twelve month carryover of the rates in effect at the time of the bid.

Additional $ 1.50 per hr on City, County or Federal/State designated hazardous waste site when personal protection is required, by regulation to be used or worn.

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyman $ 22.46 $ 23.66

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

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

NOTE: If a holiday falls on Sunday, it will be celebrated on Monday.

Welder 12/01/2016

JOB DESCRIPTION Welder

ENTIRE COUNTIES

WAGES
Per hour 07/01/2016

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, if worked
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.

Triple the hourly rate for Holidays, if worked

Four times the hourly rate for Holidays, if worked

Including benefits at SAME PREMIUM as shown for overtime

Time and one half for benefits on all overtime hours.
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
REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

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)

2. NY State Units (see Item 5)
   ☐ 01 DOT
   ☐ 02 OGS
   ☐ 03 Dormitory Authority
   ☐ 04 State University
   ☐ 05 Mental Hygiene
   ☐ 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 Facilities Corp.

Telephone: ( ) Fax: ( )

E-Mail: ____________________________

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, Porter, 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: ____________________________

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS
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

NOTE: The agency issuing the determination and providing the information, is denoted under the heading ‘Fiscal Officer’. DOL = NYS Dept. of Labor; NYC = New York City Comptroller's Office; AG = NYS Attorney General’s Office; DA = County District Attorney’s Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

https://dbr.labor.state.ny.us/EDList/searchPage.do
<table>
<thead>
<tr>
<th>AGENCY</th>
<th>Fiscal Officer</th>
<th>FEIN</th>
<th>EMPLOYER NAME</th>
<th>EMPLOYER DBA NAME</th>
<th>ADDRESS</th>
<th>DEBARMENT START DATE</th>
<th>DEBARMENT END DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****0996</td>
<td>A-1 CONSTRUCTION &amp; RENOVATION INC</td>
<td>C/O KAHAN &amp; KAHAN 225 BROADWAY-SUITE 715 NEW YORK NY 10007</td>
<td>1973 81ST ST - SUITE A-5 BROOKLYN NY 11214</td>
<td>02/05/2013</td>
<td>02/05/2018</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****4486</td>
<td>ABBEY PAINTING CORP</td>
<td></td>
<td>21107 28TH AVENUE BAYSIDE NY 11360</td>
<td>07/02/2012</td>
<td>07/02/2017</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>9095</td>
<td>ABDU TILE CO</td>
<td></td>
<td>6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057</td>
<td>06/25/2010</td>
<td>07/02/2017</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>9095</td>
<td>ABDU TILE COMPANY</td>
<td></td>
<td>6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057</td>
<td>06/25/2010</td>
<td>07/02/2017</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****8488</td>
<td>ABELCRAFT OF NEW YORK CORP</td>
<td></td>
<td>640 ASHFORD AVENUE ARDSLEY NY 10502</td>
<td>08/27/2013</td>
<td>08/27/2018</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>1219</td>
<td>ABSOLUTE GENERAL CONTRACTING INC</td>
<td></td>
<td>1229 AVENUE U BROOKLYN NY 11229</td>
<td>01/28/2013</td>
<td>01/28/2018</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>4539</td>
<td>ACCOMPLISHED WALL SYSTEMS INC</td>
<td></td>
<td>112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542</td>
<td>08/27/2013</td>
<td>08/27/2018</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>8018</td>
<td>ACCURATE MECHANICAL LLC</td>
<td>9547 BUSTLETON AVENUE PHILADELPHIA PA 19115</td>
<td></td>
<td>02/05/2014</td>
<td>02/05/2019</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>3344</td>
<td>ACT INC</td>
<td></td>
<td>6409 LAND O LAKES BLVD LAND O LAKES FL 34638</td>
<td>11/10/2015</td>
<td>11/10/2020</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>7584</td>
<td>ADAM'S FLOOR COVERING LLC</td>
<td></td>
<td>2718 CURRY ROAD SCHENECTADY NY 12303</td>
<td>07/08/2010</td>
<td>02/15/2017</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****6367</td>
<td>ADVANCED METALS</td>
<td></td>
<td></td>
<td>387 RIVERSIDE DRIVE JOHNSON CITY NY 13790</td>
<td>10/01/2012</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>1687</td>
<td>ADVANCED SAFETY SPRINKLER INC</td>
<td></td>
<td>261 MILL ROAD P O BOX 296 EAST AURORA NY 14052</td>
<td>07/29/2015</td>
<td>07/29/2020</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>2538</td>
<td>AGG MASONRY INC</td>
<td></td>
<td>160 72ND ST - SUITE 721 BROOKLYN NY 11209</td>
<td>03/19/2013</td>
<td>03/19/2018</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****3344</td>
<td>ALL CATASTROPHE CONSTRUCTION TEAM INC</td>
<td>ACT INC</td>
<td>6409 LAND O LAKES BLVD LAND O LAKES FL 34638</td>
<td>11/10/2015</td>
<td>11/10/2020</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****8740</td>
<td>ALLSTATE ENVIRONMENTAL CORP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****4274</td>
<td>AMERICAN STEEL MECHANICAL INC</td>
<td></td>
<td>693 PAINTER STREET MEDIA PA 19063</td>
<td>02/20/2013</td>
<td>02/20/2018</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****2538</td>
<td>ANDREW DIPAUL</td>
<td></td>
<td></td>
<td>12/11/2012</td>
<td>12/11/2017</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****0996</td>
<td>ANNEX CONTRACTING LTD</td>
<td></td>
<td></td>
<td>08/18/2014</td>
<td>08/18/2019</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****0996</td>
<td>ANNEX GENERAL CONTRACTING INC</td>
<td></td>
<td></td>
<td>08/18/2014</td>
<td>08/18/2019</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>7004</td>
<td>ANTHONY CARDINALE</td>
<td></td>
<td>58-48 59TH STREET MASPETH NY 11378</td>
<td>05/16/2012</td>
<td>05/08/2020</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****4486</td>
<td>ABBEY PAINTING CORP</td>
<td></td>
<td></td>
<td>07/02/2017</td>
<td>07/02/2017</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>9095</td>
<td>ABDU TILE COMPANY</td>
<td></td>
<td></td>
<td>06/25/2010</td>
<td>07/02/2017</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****8488</td>
<td>ABELCRAFT OF NEW YORK CORP</td>
<td></td>
<td></td>
<td>08/27/2013</td>
<td>08/27/2018</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>1219</td>
<td>ABSOLUTE GENERAL CONTRACTING INC</td>
<td></td>
<td></td>
<td>01/28/2013</td>
<td>01/28/2018</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>4539</td>
<td>ACCOMPLISHED WALL SYSTEMS INC</td>
<td></td>
<td></td>
<td>08/27/2013</td>
<td>08/27/2018</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>8018</td>
<td>ACCURATE MECHANICAL LLC</td>
<td>9547 BUSTLETON AVENUE PHILADELPHIA PA 19115</td>
<td></td>
<td>02/05/2014</td>
<td>02/05/2019</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>3344</td>
<td>ACT INC</td>
<td></td>
<td>6409 LAND O LAKES BLVD LAND O LAKES FL 34638</td>
<td>11/10/2015</td>
<td>11/10/2020</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>7584</td>
<td>ADAM'S FLOOR COVERING LLC</td>
<td></td>
<td>2718 CURRY ROAD SCHENECTADY NY 12303</td>
<td>07/08/2010</td>
<td>02/15/2017</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****6367</td>
<td>ADVANCED METALS</td>
<td></td>
<td>387 RIVERSIDE DRIVE JOHNSON CITY NY 13790</td>
<td>10/01/2012</td>
<td>10/01/2017</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>1687</td>
<td>ADVANCED SAFETY SPRINKLER INC</td>
<td></td>
<td>261 MILL ROAD P O BOX 296 EAST AURORA NY 14052</td>
<td>07/29/2015</td>
<td>07/29/2020</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>2538</td>
<td>AGG MASONRY INC</td>
<td></td>
<td>160 72ND ST - SUITE 721 BROOKLYN NY 11209</td>
<td>03/19/2013</td>
<td>03/19/2018</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****3344</td>
<td>ALL CATASTROPHE CONSTRUCTION TEAM INC</td>
<td>ACT INC</td>
<td>6409 LAND O LAKES BLVD LAND O LAKES FL 34638</td>
<td>11/10/2015</td>
<td>11/10/2020</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****8740</td>
<td>ALLSTATE ENVIRONMENTAL CORP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****4274</td>
<td>AMERICAN STEEL MECHANICAL INC</td>
<td></td>
<td>693 PAINTER STREET MEDIA PA 19063</td>
<td>02/20/2013</td>
<td>02/20/2018</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****2538</td>
<td>ANDREW DIPAUL</td>
<td></td>
<td></td>
<td>12/11/2012</td>
<td>12/11/2017</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****0996</td>
<td>ANNEX CONTRACTING LTD</td>
<td></td>
<td></td>
<td>08/18/2014</td>
<td>08/18/2019</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****0996</td>
<td>ANNEX GENERAL CONTRACTING INC</td>
<td></td>
<td></td>
<td>08/18/2014</td>
<td>08/18/2019</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>7004</td>
<td>ANTHONY CARDINALE</td>
<td></td>
<td>58-48 59TH STREET MASPETH NY 11378</td>
<td>05/16/2012</td>
<td>05/08/2020</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>COMPANY NAME</td>
<td>ADDRESS</td>
<td>City, State Zip</td>
<td>Start Date</td>
<td>End Date</td>
<td></td>
</tr>
<tr>
<td>-------</td>
<td>-------</td>
<td>--------------------------------------------------</td>
<td>----------------------------------------------</td>
<td>-------------------</td>
<td>------------</td>
<td>-----------</td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>ANTHONY J MINGARELLI JR</td>
<td>C/O T &amp; T CONCRETE INC 2560 HAMBURG TURNPIKE LACKAWANNA NY 14218</td>
<td>07/08/2015</td>
<td>07/08/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>****3020 APCO CONTRACTING CORP</td>
<td>24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050</td>
<td>09/24/2012</td>
<td>09/02/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>****3219 APOLLO CONSTRUCTION SERVICES CORP</td>
<td>APOLLO PAINTING CO 157 TIBBETTS ROAD YONKERS NY 10705</td>
<td>03/12/2014</td>
<td>03/12/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>****3285 APOLLO PAINTING CORP</td>
<td>3 ALAN B SHEPART PLACE YONKERS NY 10705</td>
<td>03/12/2014</td>
<td>03/12/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AG</td>
<td>AG</td>
<td>****0194 APPLIED CONSTRUCTION INC</td>
<td>46 RUGBY ROAD WESTBURY NY 11590</td>
<td>11/20/2013</td>
<td>11/20/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NYC</td>
<td>NYC</td>
<td>****8403 AQUA JET PAINTING CORP</td>
<td>10 VIKING DRIVE WEST ISLIP NY 11795</td>
<td>04/16/2014</td>
<td>04/16/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****9322 ARKAY CONSTRUCTION INC</td>
<td>102-104 GREYLOCK AVENUE BELLEVILLE NY 07109</td>
<td>07/15/2015</td>
<td>07/15/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****3953 ASCAPE LANDSCAPE &amp; CONSTRUCTION CORP</td>
<td>634 ROUTE 303 BLAUELVET NY 10913</td>
<td>07/26/2012</td>
<td>11/19/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>****4779 ASTORIA GENERAL CONTRACTING CORP</td>
<td>35-31 31ST STREET LONG ISLAND CITY NY 11106</td>
<td>09/02/2015</td>
<td>09/02/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>****7217 ASTRO COMMUNICATIONS OF NY CORP</td>
<td>79 ALEXANDER AVE- STE 36A BRONX NY 10454</td>
<td>10/30/2015</td>
<td>10/30/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****6046 ATLANTIC SUN CONSTRUCTION CORP</td>
<td>58-46 59TH AVENUE MASPETH NY 11378</td>
<td>05/08/2015</td>
<td>05/08/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****4717 AUDLEY O'BRIEN</td>
<td>1273 NORTH AVENUE/#1 CP NEW ROCHELLE NY 10804</td>
<td>04/07/2015</td>
<td>04/07/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>AVIS R HILL</td>
<td>3510 HICKORY WALK LANE ELLENWOOD GA 32094</td>
<td>01/22/2015</td>
<td>01/22/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AG</td>
<td>AG</td>
<td>AVTA SINGH</td>
<td>116-24 127TH STREET SOUTH OZONE PARK NY 11420</td>
<td>12/22/2015</td>
<td>12/22/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>BALDEV SINGH</td>
<td>116-24 127TH STREET SOUTH OZONE PARK NY 11420</td>
<td>12/22/2015</td>
<td>12/22/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>BARBARA CASSIDY</td>
<td>7 BLEN'S PLACE VALHALLA NY 10595</td>
<td>04/02/2015</td>
<td>04/02/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>BARRY KINNEY</td>
<td>6409 LAND O LAKES BLVD LAND O LAKES, FL 34638</td>
<td>11/10/2015</td>
<td>11/10/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NYC</td>
<td>NYC</td>
<td>*****3915 BEACON RESTORATION INC</td>
<td>SUITE B-9 782 PELHAM PARKWAY SOUTHBRONX NY 10462</td>
<td>04/21/2016</td>
<td>04/21/2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>****2294 BEDELL CONTRACTING CORP</td>
<td>2 TINA LANE HOPEWELL JUNCT NY 12533</td>
<td>01/06/2012</td>
<td>01/06/2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>BEVERLY F WILLIAMS</td>
<td>1238 PRESIDENT STREET BROOKLYN NY 11225</td>
<td>11/18/2013</td>
<td>11/18/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>BIAGIO CANTISANI</td>
<td>200 FERRIS AVENUE WHITE PLAINS NY 10603</td>
<td>12/04/2009</td>
<td>05/04/2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>****8551 BRANDY'S MASONRY</td>
<td>216 WESTBROOK STREET P O BOX 304SAYRE PA 18840</td>
<td>08/09/2016</td>
<td>08/09/2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NYC</td>
<td>NYC</td>
<td>****6555 BROOKLY WELDING CORP</td>
<td>1273 NORTH AVENUE/#1 CP NEW ROCHELLE NY 10804</td>
<td>04/07/2015</td>
<td>04/07/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>BRUCE MORSEY</td>
<td>C/O KENT HOLLOW SIDING LL 29A BRIDGE STREET NEW MILFORD CT 06776</td>
<td>01/15/2016</td>
<td>01/15/2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>****6156 C &amp; J LANDSCAPING &amp; MAINTENANCE INC</td>
<td>520 PINE HILL ROAD CHESTER NY 10940</td>
<td>06/23/2014</td>
<td>06/23/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>CANTISANI &amp; ASSOCIATES LTD</td>
<td>442 FERRIS AVENUE WHITE PLAINS NY 10603</td>
<td>12/04/2009</td>
<td>05/04/2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>CANTISANI HOLDING LLC</td>
<td>220 FERRIS AVENUE WHITE PLAINS NY 10603</td>
<td>05/04/2012</td>
<td>05/04/2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>CARIBBEAN POOLS</td>
<td>C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVE/BINGHAMTON NY 13904</td>
<td>02/04/2016</td>
<td>02/04/2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>****1143 CARMODY BUILDING CORP</td>
<td>442 ARMONK ROAD MOUNT KISCO NY 10549</td>
<td>05/04/2012</td>
<td>05/04/2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>****3368 CARMODY CONCRETE CORP</td>
<td>442 ARMONK ROAD MOUNT KISCO NY 10549</td>
<td>12/04/2009</td>
<td>05/04/2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>CARMODY CONTRACTING CORP</td>
<td>220 FERRIS AVENUE WHITE PLAINS NY 10603</td>
<td>05/04/2012</td>
<td>05/04/2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>****6215 CARMODY CONTRACTING INC</td>
<td>220 FERRIS AVENUE WHITE PLAINS NY 10603</td>
<td>05/04/2012</td>
<td>05/04/2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>CARMODY ENTERPRISES LTD</td>
<td>220 FERRIS AVENUE WHITE PLAINS NY 10603</td>
<td>12/04/2009</td>
<td>05/04/2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>COMPANY NAME</td>
<td>ADDRESS</td>
<td>PERIOD</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----</td>
<td>-----</td>
<td>--------------</td>
<td>---------</td>
<td>--------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****3812 CARMODY INC</td>
<td>442 ARMONK ROAD MOUNT KISCO NY 10549</td>
<td>12/04/2009 - 05/04/2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****3812 CARMODY INDUSTRIES INC</td>
<td>442 FERRIS AVENUE WHITE PLAINS NY 10603</td>
<td>05/04/2012 - 05/04/2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****0324 CARMODY MAINTENANCE CORP</td>
<td>105 KISCO AVENUE MOUNT KISCO NY 10549</td>
<td>05/04/2012 - 05/04/2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****3812 CARMODY MASONRY CORP</td>
<td>442 ARMONK ROAD MOUNT KISCO NY 10549</td>
<td>12/04/2009 - 05/04/2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****1683 CARMODY MAINTENANCE CORP</td>
<td>220 FERRIS AVENUE WHITE PLAINS NY 10603</td>
<td>12/04/2009 - 05/04/2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****0324 CARMODY INDUSTRIES INC</td>
<td>442 ARMONK ROAD MOUNT KISCO NY 10549</td>
<td>12/04/2009 - 05/04/2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****3812 CARMODY&quot;2&quot; INC</td>
<td>220 FERRIS AVENUE WHITE PLAINS NY 10603</td>
<td>12/04/2009 - 05/04/2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>*****9172 CASSIDY EXCAVATING INC</td>
<td>14 RAILROAD AVENUE VALHALLA NY 10595</td>
<td>05/15/2014 - 04/02/2020</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****1683 CATONE CONSTRUCTION COMPANY INC</td>
<td>225 DAKOTA STREET ROCHESTER NY 14423</td>
<td>03/09/2012 - 03/09/2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****6745 CATSKILL FENCE INSTALLATIONS INC</td>
<td>113 N MAPLE AVENUE GREENSBURG PA 15601</td>
<td>02/21/2013 - 02/21/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****3812 CATSKILL FENCE INSTALLATIONS INC</td>
<td>294 ALPINE ROAD ROCHESTER NY 14423</td>
<td>11/18/2015 - 11/18/2020</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****3360 CERTIFIED INSTALLERS INC</td>
<td>14 RAILROAD AVENUE VALHALLA NY 10595</td>
<td>05/15/2014 - 04/02/2020</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****2703 COCA-COLA DISTRIBUTION CENTERS CORPORATION</td>
<td>61 WILLET ST P O BOX 30430 TAYLOR PA 18095</td>
<td>12/03/2009 - 02/23/2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****3360 CITY LIMITS GROUP INC</td>
<td>14 RAILROAD AVENUE VALHALLA NY 10595</td>
<td>02/05/2015 - 02/05/2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****2905 CHRISTINE J HEARNE</td>
<td>14 RAILROAD AVENUE VALHALLA NY 10595</td>
<td>01/06/2012 - 01/06/2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****3360 CHRISTIAN FABRIZIO</td>
<td>2279 HOLLERS AVENUE BRONX NY 10475</td>
<td>01/07/2014 - 06/23/2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****0810 C J HEARNE CONSTRUCTION CO</td>
<td>14 RAILROAD AVENUE VALHALLA NY 10595</td>
<td>12/01/2015 - 12/01/2020</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****2703 CONKLIN'S TECH-MECHANICAL INC</td>
<td>14 RAILROAD AVENUE VALHALLA NY 10595</td>
<td>11/18/2019 - 11/18/2020</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****4175 CONSOLIDATED INDUSTRIAL SERVICES CORP</td>
<td>14 RAILROAD AVENUE VALHALLA NY 10595</td>
<td>12/01/2012 - 12/02/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****3360 CONSTANTINOS ZERVAS</td>
<td>2279 HOLLERS AVENUE BRONX NY 10475</td>
<td>08/28/2013 - 08/28/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****4468 CRAFT CONTRACTING GROUP INC</td>
<td>2279 HOLLERS AVENUE BRONX NY 10475</td>
<td>07/29/2014 - 07/29/2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****5269 CRAFT FENCE INC</td>
<td>2279 HOLLERS AVENUE BRONX NY 10475</td>
<td>07/29/2014 - 07/29/2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****2164 CREATIVE TRUCKING INC</td>
<td>2279 HOLLERS AVENUE BRONX NY 10475</td>
<td>02/26/2016 - 02/26/2021</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****0810 C &amp; G PAINTING &amp; DECORATING INC</td>
<td>2279 HOLLERS AVENUE BRONX NY 10475</td>
<td>04/19/2012 - 04/19/2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****7761 D &amp; G PAINTING &amp; DECORATING INC</td>
<td>2279 HOLLERS AVENUE BRONX NY 10475</td>
<td>02/04/2016 - 02/04/2021</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****8507 D &amp; G PAINTING &amp; DECORATING INC</td>
<td>2279 HOLLERS AVENUE BRONX NY 10475</td>
<td>02/04/2016 - 02/04/2021</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****5269 D &amp; G PAINTING &amp; DECORATING INC</td>
<td>2279 HOLLERS AVENUE BRONX NY 10475</td>
<td>02/04/2016 - 02/04/2021</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****7761 DAKA PLUMBING AND HEATING LLC</td>
<td>2279 HOLLERS AVENUE BRONX NY 10475</td>
<td>02/04/2016 - 02/04/2021</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****8507 DARYL T RIEKS</td>
<td>2279 HOLLERS AVENUE BRONX NY 10475</td>
<td>05/01/2015 - 05/01/2020</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****7761 DAVID MARTINEZ</td>
<td>2279 HOLLERS AVENUE BRONX NY 10475</td>
<td>05/08/2015 - 05/08/2020</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****0810 D &amp; G PAINTING &amp; DECORATING INC</td>
<td>2279 HOLLERS AVENUE BRONX NY 10475</td>
<td>03/08/2016 - 03/08/2021</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>Company Name</td>
<td>Address</td>
<td>Start Date</td>
<td>End Date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>-----------</td>
<td>--------------------------------------------------</td>
<td>----------------------------------------------</td>
<td>------------</td>
<td>------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>DAWN AVILA AKA DAWN BECHTOLD</td>
<td>1ST FLOOR STORE FRONT 88-10 LITTLE NECK</td>
<td>06/24/2014</td>
<td>06/24/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>DAWN BECHTOLD AKA DAWN AVILA</td>
<td>1ST FLOOR STORE FRONT 88-10 LITTLE NECK</td>
<td>06/24/2014</td>
<td>06/24/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>DEAN ROBBINS III</td>
<td>365 NEW YORK AVENUE Suite 18</td>
<td>12/11/2012</td>
<td>09/16/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>DECOMA BUILDING CORPORATION</td>
<td>134 EVERGREEN PLSTE 101 EAST ORANGE NJ 07018</td>
<td>12/30/2013</td>
<td>12/30/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>DEDA GAZIVODAN</td>
<td>C/O DAKA PLUMBING AND HEATING INC</td>
<td>02/19/2016</td>
<td>02/19/2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>DELTA CONTRACTING PAINTING AND DECORATING INC</td>
<td>437 SUNRISE HIGHWAY WEST BABYLON NY 11707</td>
<td>08/12/2013</td>
<td>08/12/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>DELTA CONTRACTING PAINTING AND DESIGN INC</td>
<td>350 MCDONALD DR DIX HILLS NY 11746</td>
<td>10/19/2010</td>
<td>08/12/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>DEMETRIOS KOUTSOUKOS</td>
<td>530 BEECH STREET NEW HYDE PARK NY 11040</td>
<td>07/02/2012</td>
<td>07/02/2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>DENNIS SCHWANDTNER</td>
<td>C/O YES SERVICE AND REPAIR 325 RABRO DR</td>
<td>08/09/2016</td>
<td>08/09/2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>DESANTIS ENTERPRISES</td>
<td>161 OSWEGO RIVER ROAD PHOENIX NY 13135</td>
<td>09/24/2013</td>
<td>11/18/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>DEWATERS PLUMBING AND HEATING LLC</td>
<td>30 COLUMBUS CIRCLE EASTCHESTER NY 10709</td>
<td>08/21/2012</td>
<td>08/21/2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>DI BERNARDO TILE AND MARBLE CO INC</td>
<td>15 WALKER WAY ALBANY NY 12205</td>
<td>03/21/2014</td>
<td>03/21/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>DIANE DEEVER</td>
<td>31 WARRICK TUNPIKE HEWITT NJ 07421</td>
<td>06/25/2012</td>
<td>12/11/2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>DIMITRIOS KOUTSOUKOS</td>
<td>C/O ASTORIA GENERAL CONTR 35-34 31ST STREETLONG ISLAND CITY NY 11106</td>
<td>09/02/2015</td>
<td>09/02/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>DORIS SKODA</td>
<td>C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUEPORT WASHINGTON NY 11505</td>
<td>09/24/2012</td>
<td>09/24/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>DOSANJH CONSTRUCTION CORP</td>
<td>6429 211TH STREET QUEENS VILLAGE NY 11428</td>
<td>02/25/2016</td>
<td>02/25/2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>DOUGLAS L MALARKEY</td>
<td>MALARKEY CONSTRUCTION 64 VICTORIA DRIVE</td>
<td>02/04/2016</td>
<td>02/04/2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>DUFOUR GROUP INC</td>
<td>DUFOUR MASONRY 353 WEST 56TH STREET #7M NEW YORK NY 10019</td>
<td>06/10/2014</td>
<td>06/10/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>DUFOUR MASONRY</td>
<td>DUFOUR MASONRY 353 WEST 56TH STREET #7M NEW YORK NY 10019</td>
<td>06/10/2014</td>
<td>06/10/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>DUFOUR MASONRY &amp; RESTORATION INC</td>
<td>DUFOUR MASONRY &amp; RESTORATION INC 353 WEST 56TH STREET NEW YORK OFFICE 10019</td>
<td>06/10/2014</td>
<td>06/10/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>DYNA CONTRACTING INC</td>
<td>DYNA CONTRACTING INC 363 28TH STREET BROOKLY NY 11209</td>
<td>11/18/2013</td>
<td>11/18/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>E C WEBB</td>
<td>6429 LAND O LAKES BLVD LAND O LAKES FL 34638</td>
<td>11/10/2015</td>
<td>11/10/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>EARL GALBREATH</td>
<td>640 ASHFORD AVENUE ARDSLEY NY 10502</td>
<td>08/27/2013</td>
<td>08/27/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>EARL L WILSON</td>
<td>WILSON BROTHER DRYWALL CONTRACTOR 36 ABERSOLD STREET ROCHESTER NY 14621</td>
<td>08/31/2015</td>
<td>08/31/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>EAST COAST DRYWALL INC</td>
<td>1238 PRESIDENT STREET BROOKLY NY 11225</td>
<td>11/18/2013</td>
<td>11/18/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>ECOA CLEANING CONTRACTORS INC</td>
<td>141 ARGONNE DRIVE KENMORE NY 14217</td>
<td>10/03/2016</td>
<td>10/03/2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>EDWARD GAUTHIER</td>
<td>C/O ECOA CLEANING CONTRACTORS INC 141 ARGONNE DRIVE KENMORE NY 14217</td>
<td>04/16/2016</td>
<td>04/16/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>EDWARD MENKEN</td>
<td>C/O ECOA CLEANING CONTRACTORS INC 141 ARGONNE DRIVE KENMORE NY 14217</td>
<td>03/03/2016</td>
<td>03/03/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>EF PRO CONTRACTING INC</td>
<td>147 BROOME AVENUE ATLANTIC BEACH NY 11509</td>
<td>03/03/2019</td>
<td>03/03/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>EFSTRATIOS BERNARDIS</td>
<td>23-73 48TH STREET LONG ISLAND CITY NY 11103</td>
<td>04/24/2016</td>
<td>04/24/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>Name</td>
<td>Address</td>
<td>City, State ZIP</td>
<td>Expiration Date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----</td>
<td>-----</td>
<td>------</td>
<td>---------</td>
<td>----------------</td>
<td>----------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>ELIZABETH RAMADANI</td>
<td>C/O RAMADA CONSTRUCTION</td>
<td>80 SAVO LOOPSTATEN ISLAND NY 10309</td>
<td>01/07/2014 01/07/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>ELLEN DESANTIS</td>
<td>DESANTIS ENTERPRISES</td>
<td>161 OSWEGO RIVER ROAD PHOENIX NY 13135</td>
<td>09/24/2013 11/18/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>EMILIO FRANZA</td>
<td>5 EMES LANE MONSEY NY 10952</td>
<td>01/20/2002 01/23/2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>EMPIRE CONCRETE SERVICES LLC</td>
<td>101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534</td>
<td>11/18/2013 01/07/2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>EMPIRE CONCRETE SYSTEMS LLC</td>
<td>101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534</td>
<td>11/18/2013 01/07/2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>EMPIRE CONSTRUCTORS LLC</td>
<td>101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534</td>
<td>11/18/2013 01/07/2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>EMPIRE PRECAST LLC</td>
<td>101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534</td>
<td>11/18/2013 01/07/2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>EMPIRE TILE INC</td>
<td>6 TREMONT COURT HUNTINGTON STATION NY 11746</td>
<td>03/08/2016 03/08/2021</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>ERIKA BARNETT</td>
<td>253 BEACH BREEZE LANE UNIT BARVERNE NY 11692</td>
<td>02/05/2013 02/05/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>ESTEVES &amp; FRAGA CONSTRUCTION CO INC</td>
<td>986 MADISON AVENUE PATERSON NJ 07501</td>
<td>01/03/2013 01/03/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>ESTEVES &amp; FRAGA INC</td>
<td>986 MADISON AVENUE PATERSON NJ 07501</td>
<td>01/03/2013 01/03/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>EVERTON CARLESS</td>
<td>114 PEARL STREET PORT CHESTER NY 10573</td>
<td>08/15/2012 08/15/2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NYC</td>
<td>DOL</td>
<td>EVELIO ELLEDIAS</td>
<td>134 EVERGREEN PL/SITE 101 EAST ORANGE NJ 07018</td>
<td>12/30/2013 12/30/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>F KALAFATIS</td>
<td>2279 HOLLERS AVENUE BRONX NY 10475</td>
<td>01/07/2014 06/23/2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>FANTASTIC PAINTING</td>
<td>493 LANSING ROAD FULTONVILLE NY 12072</td>
<td>11/18/2013 11/18/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>FAY MATTHEW</td>
<td>C/O CHAMPION CONSTRUCTION 2311 SCHENECTADY AVENUE BROOKLYN NY 11234</td>
<td>11/18/2015 11/18/2020</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>FAZIA GINA ALI-MOHAMMED</td>
<td>C/O CHAMPION CONSTRUCTION</td>
<td>2131 SCHENECTADY AVENUE BROOKLYN NY 11234</td>
<td>11/18/2015 11/18/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****1311 FLOZ-ON PAINTING &amp; DECORATING INC</td>
<td>12 DUNDERBERG ROAD TOMKINS NY 10986</td>
<td>10/16/2013 10/16/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****8961 FLOZ-ON PAINTING INC</td>
<td>12 DUNDERBERG ROAD TOMKINS NY 10986</td>
<td>10/16/2013 10/16/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>FMS</td>
<td>4 LEHORN COURT NEW YORK NY 11746</td>
<td>11/28/2012 11/28/2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****8067 FORTH SPORT FLOORS INC</td>
<td>P O BOX 74 EAST GREENBUSH NY 12061</td>
<td>02/28/2012 10/01/2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>FRAN MICELI</td>
<td>2279 HOLLERS AVENUE BRONX NY 10475</td>
<td>01/07/2014 06/23/2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>FRANCES KALAFATIS</td>
<td>2279 HOLLERS AVENUE BRONX NY 10475</td>
<td>01/07/2014 06/23/2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>FRANCES KALAFATIS-MICELI</td>
<td>2279 HOLLERS AVENUE BRONX NY 10475</td>
<td>01/07/2014 06/23/2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>FRANK J MERCANDO</td>
<td>134 MURRAY AVENUE YONKERS NY 10704</td>
<td>12/11/2009 02/03/2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>FRANK MICELI JR</td>
<td>C/O FRANK MICELI JR CONTRACTING INC</td>
<td>19 CLIFF STREET NEW ROCHELLE NY 10801</td>
<td>10/16/2013 10/16/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****1321 FRANK MICELI JR CONTRACTING INC</td>
<td>19 CLIFF STREET NEW ROCHELLE NY 10801</td>
<td>10/16/2013 10/16/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>FRED ABDO</td>
<td>ABD0 TILE COMPANY AKA ABD0 TILE CO</td>
<td>6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057</td>
<td>06/25/2010 07/02/2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****2724 FRESH START PAINTING CORP</td>
<td>157 TIBBETS ROAD YONKERS NY 10705</td>
<td>03/12/2014 03/12/2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>G Fucci Construction Services</td>
<td>3 ALAN B SHEPARD PLACE YONKERS NY 10705</td>
<td>03/12/2014 03/12/2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****6767 G Fucci Painting INC</td>
<td>C/O SPIEGEL &amp; UTRERA 1 MAIDEN LANE - 5TH FLOOR NEW YORK NY 10038</td>
<td>03/12/2014 03/12/2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>COMPANY NAME</td>
<td>ADDRESS</td>
<td>START DATE</td>
<td>END DATE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----</td>
<td>-----</td>
<td>--------------</td>
<td>---------</td>
<td>------------</td>
<td>----------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>GAF PAINTING LLC</td>
<td>157 TIBBETS ROAD YONKERS NY 10705</td>
<td>03/12/2014</td>
<td>03/12/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>GALINDA ROTENBERG</td>
<td>C/O GMDV TRANS INC 67-48 182ND STREET FRESH MEADOWS NY 11365</td>
<td>06/24/2016</td>
<td>06/24/2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>GARDEN STATE PAINTING</td>
<td>157 TIBBETS ROAD YONKERS NY 10705</td>
<td>03/12/2014</td>
<td>03/12/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>GARY MCDOWELL</td>
<td>GM CONSTRUCTION &amp; LAWN CARE SERVICE 76 PLEASANT STREET WELLSVILLE NY 14895</td>
<td>06/11/2013</td>
<td>06/11/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>GEORGE DI BERNARDO</td>
<td>C/O DI BERNARDO TILE 15 WALKER WAY ALBANY NY 12205</td>
<td>03/21/2014</td>
<td>03/21/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>GEORGE LUCEY</td>
<td>150 KINGS STREET BROOKLYN NY 11231</td>
<td>01/19/1998</td>
<td>01/19/1998</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>GUILLO CONTRACTING CORP</td>
<td>P O BOX 229 CALVERTON NY 11933</td>
<td>07/08/2013</td>
<td>07/08/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>HANSELL FOSTOK</td>
<td>5 HANSEN PLACE WAYNE NJ 07470</td>
<td>09/18/2013</td>
<td>09/18/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>HAMEEDUL HASAN</td>
<td>240 HOME STREET TEANECK NJ 07666</td>
<td>08/04/2014</td>
<td>08/04/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>HARVEY SINGH PAUL</td>
<td>90 JUNIUS STREET BROOKLYN NY 11212</td>
<td>01/23/2014</td>
<td>01/23/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>HARVEY VAN DALRYMPLE</td>
<td>2663 LANTERN LANE ATLANTA GA 30349</td>
<td>12/01/2015</td>
<td>12/01/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>HARD LINE CONTRACTING INC</td>
<td>89 EDISON AVENUE MOUNT VERNON NY 10550</td>
<td>10/28/2011</td>
<td>10/28/2016</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>HARVEL SINGH</td>
<td>15 CLINTON LANE HICKSVILLE NY 11801</td>
<td>02/25/2016</td>
<td>02/25/2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>HAROLD KUERMEL</td>
<td>58-83 54TH STREET MASPEHY NY 11378</td>
<td>02/26/2016</td>
<td>02/26/2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>HARRINDER SINGH PAUL</td>
<td>90 JUNIUS STREET BROOKLYN NY 11212</td>
<td>01/23/2014</td>
<td>01/23/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>HENRY VAN DALRYMPLE</td>
<td>2663 LANTERN LANE ATLANTA GA 30349</td>
<td>12/01/2015</td>
<td>12/01/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>HILLIANO CONSTRUCTION &amp; ELECTRICAL INC</td>
<td>354 MAGNOLIA STREET ROCHESTER NY 14611</td>
<td>01/22/2015</td>
<td>01/22/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>IDEMA DEVELOPMENT INC</td>
<td>91 COLLEGE AVENUE POUGHKEEPSIE NY 12603</td>
<td>12/04/2015</td>
<td>12/04/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>IDEMA GENERAL CONTRACTORS INC</td>
<td>91 COLLEGE AVENUE POUGHKEEPSIE NY 12603</td>
<td>12/04/2015</td>
<td>12/04/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>IMPERIAL MASONRY RESTORATION INC</td>
<td>141 ARGONNE DRIVE KENMORE NY 14217</td>
<td>10/03/2012</td>
<td>10/03/2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>INTEGRATED CONSTRUCTION &amp; POWER SYSTEMS INC</td>
<td>SUITE 100 2105 W GENESEE STREET SYRACUSE NY 13219</td>
<td>01/06/2016</td>
<td>01/06/2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>ISABEL FRAGA</td>
<td>C/O THREE FRIENDS CONSTR 986 MADISON AVENUE HARRISON NJ 07022</td>
<td>01/03/2013</td>
<td>01/03/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>J A M CONSTRUCTION CORP</td>
<td>SUITE 125 265 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457</td>
<td>04/07/2016</td>
<td>04/07/2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>J M RICH LLC</td>
<td>P O BOX 268 STILLWATER NY 12170</td>
<td>09/16/2013</td>
<td>03/21/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>Address</td>
<td>Phone</td>
<td>Expiration Date</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----</td>
<td>-----</td>
<td>------------------------------------------------------</td>
<td>-------</td>
<td>-----------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>J N P CONSTRUCTION CORP 50 LOUIS COURT P O BOX 1907SOUTH HACKENSACK NY 07606</td>
<td>50 LOUIS COURT P O BOX 1907SOUTH HACKENSACK NY 07606</td>
<td>03/21/2014 03/21/2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>J N RICH LLC P O BOX 268 STILLWATER NY 12170</td>
<td>P O BOX 268 STILLWATER NY 12170</td>
<td>09/16/2013 03/21/2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>J TECH CONSTRUCTION PO BOX 64782 ROCHESTER NY 14624</td>
<td>PO BOX 64782 ROCHESTER NY 14624</td>
<td>09/24/2012 09/24/2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>J THE HANDYMAN</td>
<td>J THE HANDYMAN</td>
<td>09/24/2012 09/24/2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>J V MAGIC TOUCH CORPORATION 94-25 57TH AVENUE, APT 5G ELMHURST NY 11373</td>
<td>94-25 57TH AVENUE, APT 5G ELMHURST NY 11373</td>
<td>01/12/2015 01/12/2020</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>JACQUELINE HOWE C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROAD TOMKINS NY 12804</td>
<td>C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROAD TOMKINS NY 12804</td>
<td>09/16/2013 09/16/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>JAG I LLC 635 LUZERNE ROAD QUEENSbury NY 12804</td>
<td>635 LUZERNE ROAD QUEENSbury NY 12804</td>
<td>09/16/2013 09/16/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>JAG INDUSTRIES INC 175 BROAD ST - SUITE 320 GLENS FALLS NY 12801</td>
<td>175 BROAD ST - SUITE 320 GLENS FALLS NY 12801</td>
<td>09/16/2013 09/16/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>JAMES B RHYNDERS 91 COLLEGE AVENUE POUGHKEEPSIE NY 12603</td>
<td>91 COLLEGE AVENUE POUGHKEEPSIE NY 12603</td>
<td>12/04/2015 12/04/2020</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>JAMES BOYCE C/O EMPIRE CONCRETE SYST 2071 SULLYS TRAIL SUITE 2071 SULLYS TRAIL PITTSTON NY 14534</td>
<td>C/O EMPIRE CONCRETE SYST 2071 SULLYS TRAIL SUITE 2071 SULLYS TRAIL PITTSTON NY 14534</td>
<td>11/18/2013 01/07/2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>JAMES E RHYNDERS 91 COLLEGE AVENUE POUGHKEEPSIE NY 12603</td>
<td>91 COLLEGE AVENUE POUGHKEEPSIE NY 12603</td>
<td>12/04/2015 12/04/2020</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>JAMES FALCONE SUITE 125 295 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457</td>
<td>SUITE 125 295 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457</td>
<td>04/07/2016 04/07/2021</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>JAMES RHYNDERS SR 91 COLLEGE AVENUE POUGHKEEPSIE NY 12603</td>
<td>91 COLLEGE AVENUE POUGHKEEPSIE NY 12603</td>
<td>12/04/2015 12/04/2020</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>JAMES SICKAU 3090 SHIRLEY ROAD NORTH COLLINS NY 14111</td>
<td>3090 SHIRLEY ROAD NORTH COLLINS NY 14111</td>
<td>04/19/2011 07/08/2020</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>JAMES WALSH 89 EDISON AVENUE MOUNT VERNON NY 10550</td>
<td>89 EDISON AVENUE MOUNT VERNON NY 10550</td>
<td>10/28/2011 10/28/2016</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>JASON M RICH P O BOX 268 STILLWATER NY 12170</td>
<td>P O BOX 268 STILLWATER NY 12170</td>
<td>09/16/2013 03/21/2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>JASON W MILLIMAN C/O ROCHESTER ACOUSTICAL P O BOX 799 HILTON NY 14468</td>
<td>C/O ROCHESTER ACOUSTICAL P O BOX 799 HILTON NY 14468</td>
<td>02/19/2016 02/19/2021</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>JAY PRESUTTI C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55 MODENA NY 12546</td>
<td>C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55 MODENA NY 12546</td>
<td>01/28/2013 01/28/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>JEFF P BRADLEY 520 PINE HILL ROAD CHESTER NY 10940</td>
<td>520 PINE HILL ROAD CHESTER NY 10940</td>
<td>06/23/2014 06/23/2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>JEFFREY CASSIDY 14 RAILROAD AVENUE VALHALLA NY 10595</td>
<td>14 RAILROAD AVENUE VALHALLA NY 10595</td>
<td>05/15/2014 04/02/2020</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>JERALD HOWE C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROAD TOMKINS NY 12804</td>
<td>C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROAD TOMKINS NY 12804</td>
<td>10/16/2013 10/16/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>JEROME LACITIGNOLA C/O CATSKILL FENCE INSTALL 5445 ROUTE 32 CATSKILL NY 12414</td>
<td>C/O CATSKILL FENCE INSTALL 5445 ROUTE 32 CATSKILL NY 12414</td>
<td>08/22/2014 08/22/2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>JERRY DEWATERS 30 COLUMBUS CIRCLE EASTCHESTER NY 10709</td>
<td>C/O CATONE CONSTRUCTION 294 ALPINE ROAD ROCHESTER NY 14612</td>
<td>08/21/2012 08/21/2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>JOHN CATONE C/O CATONE CONSTRUCTION 294 ALPINE ROAD ROCHESTER NY 14612</td>
<td>C/O CATONE CONSTRUCTION 294 ALPINE ROAD ROCHESTER NY 14612</td>
<td>03/09/2012 03/09/2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>JOHN DESCUL 437 SUNRISE HIGHWAY WEST BABYLON NY 11704</td>
<td>437 SUNRISE HIGHWAY WEST BABYLON NY 11704</td>
<td>08/12/2013 08/12/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>JOHN H LEE C/O JOHN LEE QUALITY PAVING 67 WILER ROAD HILTON NY 14468</td>
<td>JOHN H LEE C/O JOHN LEE QUALITY PAVING 67 WILER ROAD HILTON NY 14468</td>
<td>01/28/2013 01/28/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>JOHN LEE QUALITY PAVING 67 WILER ROAD HILTON NY 14468</td>
<td>67 WILER ROAD HILTON NY 14468</td>
<td>01/28/2013 01/28/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>JON E DEYOUNG 261 MILL ROAD P O BOX 261 EAST AURORA NY 14052</td>
<td>261 MILL ROAD P O BOX 261 EAST AURORA NY 14052</td>
<td>07/29/2015 07/29/2020</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>JORGE I DELEON C/O J TECH CONSTRUCTION PO BOX 64782 ROCHESTER NY 14624</td>
<td>JORGE I DELEON C/O J TECH CONSTRUCTION PO BOX 64782 ROCHESTER NY 14624</td>
<td>09/24/2012 09/24/2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>JORGE VILLALOBOS 94-25 57TH AVENUE - APT 5 ELMHURST NY 11373</td>
<td>JORGE VILLALOBOS 94-25 57TH AVENUE - APT 5 ELMHURST NY 11373</td>
<td>01/12/2015 01/12/2020</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>JOSE MONTAS 27 BUTLER PLACE YONKERS NY 10710</td>
<td>JOSE MONTAS 27 BUTLER PLACE YONKERS NY 10710</td>
<td>03/18/2011 03/19/2020</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>Name</td>
<td>Address</td>
<td>Years</td>
<td>Years</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----</td>
<td>-----</td>
<td>------</td>
<td>---------</td>
<td>-------</td>
<td>-------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>AG</td>
<td>JOSEPH FALCONE</td>
<td>SUITE 125 265 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457</td>
<td>04/07/2016</td>
<td>04/07/2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>JOSEPH MARTONE</td>
<td>112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542</td>
<td>08/27/2013</td>
<td>08/27/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>JOSHUA DEBOWSKY</td>
<td>9547 BUSTLETON AVENUE PHILADELPHIA PA 19115</td>
<td>02/05/2014</td>
<td>02/05/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>JOYA MUSCOLINO</td>
<td>10 ST CHARLES STREET THORNWOOD NY 10594</td>
<td>09/03/2013</td>
<td>09/03/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>JUANA MARTINEZ</td>
<td>C/O LEAD CONSTRUCTION 27 BUTLER PLACE YONKERS NY 10710</td>
<td>03/19/2015</td>
<td>03/19/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****4340 JUBCO SITE DEVELOPMENT LLC</td>
<td>462 LAKEVIEW AVENUE VALHALLA NY 10595</td>
<td>12/16/2013</td>
<td>12/16/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>JULIUS AND GITA BEHREND</td>
<td>5 EMES LANE MONSEY NY 10952</td>
<td>11/20/2002</td>
<td>11/20/2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>KAREN HARTMAN</td>
<td>C/O GUILO CONTRACTING P O BOX 229 CALVERTON NY 11933</td>
<td>07/08/2013</td>
<td>07/08/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>KATHLEEN SELA</td>
<td>C/O COLONIAL ROOFING COMPANY INC 247 48TH STREET BROOKLYN NY 11220</td>
<td>02/05/2014</td>
<td>02/05/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>KEITH SCHEPIS</td>
<td>C/O KJS HAULING AND HOME IMPROVEMENT INC 95 MAPLE AVENUE NEW CITY NY 10956</td>
<td>04/15/2013</td>
<td>04/15/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>KEN DEAVER</td>
<td>731 WARWICK TURNPIKE HEWITT NJ 07421</td>
<td>06/25/2012</td>
<td>12/11/2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>KENT HOLLOW SIDING LLC</td>
<td>29A BRIDGE STREET NEW MILFORD CT 06776</td>
<td>01/15/2016</td>
<td>01/15/2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>KEVIN BABCOCK JR</td>
<td>P O BOX 46 THOMPSON RIDGE NY 10985</td>
<td>08/22/2014</td>
<td>08/22/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>KEVIN M BABCOCK</td>
<td>P O BOX 46 THOMPSON RIDGE NY 10985</td>
<td>08/22/2014</td>
<td>08/22/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>KIM SOROCENSKI</td>
<td>C/O SOLUTION MATTERS INC 198 NORWOOD ROADPORT JEFFERSON NY 11776</td>
<td>11/19/2015</td>
<td>11/19/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****2463 KJS HAULING AND HOME IMPROVEMENT INC</td>
<td>95 MAPLE AVENUE NEW CITY NY 10956</td>
<td>04/15/2013</td>
<td>04/15/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AG</td>
<td>DOL</td>
<td>KOSTAS &quot;GUS&quot; ANDRIKOPOULOS</td>
<td>2461 47TH STREET ASTORIA NY 11103</td>
<td>09/26/2013</td>
<td>09/26/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>KRZYSZTOF PRXYBYL</td>
<td>2 TINA LANE HOPEWELL JUNCTION NY 12533</td>
<td>01/06/2012</td>
<td>01/06/2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****6033 KUSNIR CONSTRUCTION</td>
<td>2677 ANAWALK ROAD KATONAH NY 10536</td>
<td>08/03/2012</td>
<td>08/03/2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DA</td>
<td>DOL</td>
<td>*****8816 LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION</td>
<td>150 KINGS STREET BROOKLYN NY 11231</td>
<td>08/19/1998</td>
<td>08/19/2998</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****6224 LAKESIDE FIRE SPRINKLERS LLC</td>
<td>125 CHAUTAUQUA AVENUE LAKWOOD NY 14750</td>
<td>06/24/2015</td>
<td>06/24/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>LARRY DOMINGUEZ</td>
<td>114 PEARL STREET PORT CHESTER NY 10573</td>
<td>08/15/2012</td>
<td>08/15/2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>LAURA A. GAUTHIER</td>
<td>C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVE KENMORE NY 14217</td>
<td>10/03/2012</td>
<td>10/03/2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>LAURI MARTONE</td>
<td>112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542</td>
<td>08/27/2013</td>
<td>08/27/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>LAVERN GLAVE</td>
<td>C/O RAW POWER ELECTRIC 3 PARK CIRCLE MIDDLETOWN NY 10940</td>
<td>09/15/2014</td>
<td>09/15/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>LAWRENCE J RUGGLES</td>
<td>P O BOX 371 ROUND LAKE NY 12151</td>
<td>05/12/2014</td>
<td>05/12/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****1364 LEAD CONSTRUCTION SERVICES INC</td>
<td>3 ALAN B SHEPARD PLACE YONKERS NY 10705</td>
<td>03/19/2015</td>
<td>03/19/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****0597 LEED INDUSTRIES CORP</td>
<td>114 PEART STREET PORT CHESTER NY 10573</td>
<td>08/15/2012</td>
<td>08/15/2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****4388 LEN J CONSTRUCTION LLC</td>
<td>P O BOX 10007 ALBANY NY 12201</td>
<td>06/24/2016</td>
<td>06/24/2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AG</td>
<td>DOL</td>
<td>LEONID FRIDMAN</td>
<td>APT 5 200 BRIGHTON, 15TH ST BROOKLYN NY 11235</td>
<td>01/23/2014</td>
<td>01/23/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>COMPANY NAME</td>
<td>ADDRESS</td>
<td>CITY, STATE ZIP</td>
<td>START DATE</td>
<td>END DATE</td>
<td></td>
</tr>
<tr>
<td>------------</td>
<td>--------------------</td>
<td>------------------------------------------------------------------</td>
<td>---------------------------------------------------</td>
<td>----------------------</td>
<td>------------</td>
<td>-----------</td>
<td></td>
</tr>
<tr>
<td>DOL DOL</td>
<td>LEROY NELSON JR</td>
<td>C/O LEN J CONSTRUCTION LLC</td>
<td>P O BOX 10007ALBANY NY 12201</td>
<td>06/24/2016</td>
<td>06/24/2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL DOL</td>
<td>LINDSEY R CRILL</td>
<td>143 FILLMORE AVENUE BUFFALO NY 14210</td>
<td></td>
<td>01/08/2015</td>
<td>01/08/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL DOL</td>
<td>LIPPHILL ELECTRICAL CONTRACTORS INC</td>
<td>523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553</td>
<td>01/07/2011</td>
<td>04/15/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL DOL</td>
<td>LINVAL BROWN</td>
<td>523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553</td>
<td></td>
<td>01/07/2011</td>
<td>04/15/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NYC DOL</td>
<td>M A 2 FLAGS CONTRACTING CORP</td>
<td>25-18 100TH STREET EAST ELMHURST NY 11369</td>
<td>08/21/2013</td>
<td>08/21/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NYC AG</td>
<td>M B DIN CONSTRUCTION INC</td>
<td>8831 20TH AVENUE/SUITE 6E BROOKLYN NY 12114</td>
<td>11/17/2015</td>
<td>11/17/2020</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NYC DOL</td>
<td>M S QUALITY CONSTRUCTION LLC</td>
<td>27 MAPLEWOOD AVENUE COLONIA NJ 07067</td>
<td>02/04/2015</td>
<td>02/04/2020</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NYC DOL</td>
<td>MACIEJ SONTOWSKI</td>
<td>27 MAPLEWOOD AVENUE COLONIA NJ 07067</td>
<td></td>
<td>02/04/2015</td>
<td>02/04/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NYC DOL</td>
<td>MACK GLASSNAUTH IRON WORKS INC</td>
<td>137 LIBERTY AVENUE BROOKLYN NY 11212</td>
<td>12/21/2015</td>
<td>12/21/2020</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL DOL</td>
<td>MACKNEY REED ELECTRIC INC</td>
<td>1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001</td>
<td>06/24/2014</td>
<td>06/24/2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL DOL</td>
<td>MALARKEY'S BAR &amp; GRILL LLC</td>
<td>64 VICTORIA DRIVE BINGHAMTON NY 13904</td>
<td>02/04/2016</td>
<td>02/04/2021</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL DOL</td>
<td>MALARKEY'S PUB &amp; GRUB LLC</td>
<td>64 VICTORIA DRIVE BINGHAMTON NY 13904</td>
<td>02/04/2016</td>
<td>02/04/2021</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL DA</td>
<td>MANUEL P TOBIO</td>
<td>150 KINGS STREET BROOKLYN NY 14444</td>
<td></td>
<td>08/19/1998</td>
<td>08/19/2998</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL DA</td>
<td>MANUEL TOBIO</td>
<td>150 KINGS STREET BROOKLYN NY 11231</td>
<td></td>
<td>08/19/1998</td>
<td>08/19/2998</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL DOL</td>
<td>MAR CONTRACTING CORP</td>
<td>620 COMMERCE STREET THORNWOOD NY 10594</td>
<td>09/24/2012</td>
<td>09/24/2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL DOL</td>
<td>MARGARET FORTH</td>
<td>P O BOX 74 EAST GREENBUSH NY 12061</td>
<td></td>
<td>02/28/2012</td>
<td>10/01/2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL DOL</td>
<td>MARIA ESTEVES AKA MARIA MARTINS</td>
<td>C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501</td>
<td>01/03/2013</td>
<td>01/03/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL DOL</td>
<td>MARIA MARTINS AKA MARIA ESTEVES</td>
<td>C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501</td>
<td>01/03/2013</td>
<td>01/03/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL DOL</td>
<td>MARIACHI'S PIZZERIA</td>
<td>C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904</td>
<td>02/04/2016</td>
<td>02/04/2021</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL DOL</td>
<td>MARIO LUIS</td>
<td>31 DURANT AVENUE BETHEL CT 06801</td>
<td></td>
<td>07/02/2012</td>
<td>07/02/2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL DOL</td>
<td>MARK MIONIS</td>
<td>6409 LAND O LAKES BLVD LAND O LAKES FL 34638</td>
<td></td>
<td>11/10/2015</td>
<td>11/10/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL DOL</td>
<td>MARQUISE CONSTRUCTION &amp; DEVELOPMENT CORP</td>
<td>10 ST CHARLES STREET THORNWOOD NY 10594</td>
<td>09/03/2013</td>
<td>09/03/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL DOL</td>
<td>MARQUISE CONSTRUCTION ASSOCIATES INC</td>
<td>20 BOSWELL ROAD PUTNAM VALLEY NY 10579</td>
<td>09/03/2013</td>
<td>09/03/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL DOL</td>
<td>MARQUISE CONSTRUCTION CORP</td>
<td>10 ST CHARLES STREET THORNWOOD NY 10594</td>
<td>09/03/2013</td>
<td>09/03/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NYC DOL</td>
<td>MASCON RESTORATION INC</td>
<td>129-06 18TH AVENUE COLLEGE POINT NY 11356</td>
<td>02/09/2012</td>
<td>02/09/2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NYC DOL</td>
<td>MASCON RESTORATION LLC</td>
<td>129-06 18TH AVENUE COLLEGE POINT NY 11356</td>
<td>02/09/2012</td>
<td>02/09/2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL DOL</td>
<td>MASONRY CONSTRUCTION INC</td>
<td>442 ARMONK ROAD MOUNT KISCO NY 10549</td>
<td>12/04/2009</td>
<td>05/04/2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL DOL</td>
<td>MASONRY INDUSTRIES INC</td>
<td>442 ARMONK ROAD MOUNT KISCO NY 10549</td>
<td>12/04/2009</td>
<td>05/04/2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL DOL</td>
<td>MATTHEW IDEMA GENERAL CONTRACTORS INC</td>
<td>91 COLLEGE AVENUE POUGHKEEPSIE NY 12603</td>
<td>12/04/2015</td>
<td>12/04/2020</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL DOL</td>
<td>MCCALL MASONRY</td>
<td>P O BOX 304 SAYRE PA 18640</td>
<td></td>
<td>08/09/2016</td>
<td>08/09/2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL DOL</td>
<td>MCINTOSH INTERIORS LLC</td>
<td>853 AVENUE B BROOKLYN NY 11236</td>
<td></td>
<td>02/05/2013</td>
<td>02/05/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL DOL</td>
<td>MERCANDO CONTRACTING CO INC</td>
<td>134 MURRAY AVENUE YONKERS NY 10704</td>
<td>12/11/2009</td>
<td>02/03/2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL DOL</td>
<td>MERCANDO INDUSTRIES LLC</td>
<td>134 MURRAY AVENUE YONKERS NY 10704</td>
<td>12/11/2009</td>
<td>02/03/2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL DOL</td>
<td>MICEK CONSTRUCTION CO INC</td>
<td>20 CROSS STREET FALCONER NY 14733</td>
<td>12/02/2014</td>
<td>12/02/2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>MICHAEL A PASCARELLA</td>
<td>SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219</td>
<td>01/06/2016 01/06/2021</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----</td>
<td>-----</td>
<td>----------------------</td>
<td>------------------------------------------------------</td>
<td>-----------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>MICHAEL CZECHOWICZ</td>
<td>OCTAGON CO 37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101</td>
<td>01/08/2013 01/08/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>MICHAEL F LEARY JR</td>
<td>3813 SNOWDEN HILL ROAD NEW HARTFORD NY 13413</td>
<td>06/19/2013 06/19/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>MICHAEL F LEARY JR METAL STUD &amp; DRYWALL</td>
<td>3813 SNOWDEN HILL ROAD NEW HARTFORD NY 13413</td>
<td>06/19/2013 06/19/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>MICHAEL HIRSCH</td>
<td>C/O MZM CORP 163 S MAIN STREET NEW CITY NY 10956</td>
<td>01/28/2016 01/28/2021</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>MICHAEL KTISTAKIS</td>
<td>363 88TH STREET BROOKLYN NY 11209</td>
<td>11/18/2013 11/18/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>MICHAEL KUSNIR</td>
<td>KUSNIR CONSTRUCTION 2677 ANAWALK ROAD KATONAH NY 10536</td>
<td>08/03/2012 08/03/2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>MICHAEL MARGOLIN</td>
<td>4 LEICHHORN COURT NEW YORK NY 11746</td>
<td>11/28/2013 11/28/2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>MICHAEL WILSON</td>
<td>WILSON BROTHER DRYWALL CONTRACTORS 36 ABERSOLD STREET ROCHESTER NY 14621</td>
<td>08/31/2015 08/31/2020</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>MICHELLE L BARBER</td>
<td>635 LUZERNE ROAD QUEENSURY NY 12804</td>
<td>09/16/2013 09/16/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>MIDLAND CONSTRUCTION OF CEDAR LAKE INC 13216 CALUMET AVENUE CEDAR LAKE IL 46303</td>
<td>11/10/2011 11/10/2016</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>MIGUEL ACOSTA</td>
<td>25-18 100TH STREET EAST ELMHURST NY 11109</td>
<td>08/21/2013 08/21/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>MILANCE HADZIC</td>
<td>22 CALIFORNIA AVE - STE 1 PATERSO NJ 07503</td>
<td>03/11/2015 03/11/2020</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>AG</td>
<td>MOHAMMAD RIAZ</td>
<td>46 RUGBY ROAD WESTBURY NY 11590</td>
<td>11/20/2013 11/20/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****2635 MOUNTAINS AIR INC 2471 OCEAN AVENUE-STE 7A BROOKLY NY 11229</td>
<td>09/24/2012 09/24/2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>MUHAMMAD PERVAZ</td>
<td>C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUE BROOKLY NY 11234</td>
<td>11/18/2015 11/18/2020</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>MUHAMMAD ZULFIQAR</td>
<td>129-01 18TH AVENUE COLLEGE POINT NY 11356</td>
<td>02/09/2012 02/09/2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>MURRAY FORTH</td>
<td>P O BOX 74 EAST GREENBUSH NY 12061</td>
<td>02/28/2012 10/01/2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>MUZAFFAR HUSSAIN</td>
<td>C/O ABSOLUTE GENERAL CONTRACTORS 1129 AVENUE UBROOKLY NY 11229</td>
<td>01/28/2013 01/28/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>*****3613 MZM CORP 163 S MAIN STREET NEW CITY NY 10956</td>
<td>01/28/2016 01/28/2021</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>*****1284 NEW AMERICAN RESTORATION INC 22 CALIFORNIA AVE - STE 1 PATERSO NJ 07503</td>
<td>03/11/2015 03/11/2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DA</td>
<td>*****6988 NEW YORK INSULATION INC 58-48 59TH STREET MASPEH NY 11376</td>
<td>05/16/2012 05/08/2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>*****4389 NEW YORK RIGGING CORP 58-83 54TH STREET MASPEH NY 11378</td>
<td>02/26/2016 02/26/2021</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>NICHOLAS DEGREGORY JR NJ DEGREGORY &amp; COMPANY 1698 ROUTE 9 GLEN Falls NY 12801</td>
<td>05/23/2013 05/23/2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>NICHOLAS DEGREGORY &amp; COMPANY 147 BROOME AVENUE ATLANTIC BEACH NY 11509</td>
<td>03/03/2014 03/03/2019</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>NICHOLAS PROVENZANO 147 BROOME AVENUE ATLANTIC BEACH NY 11509</td>
<td>03/03/2014 03/03/2019</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****5279 NJ DEGREGORY &amp; COMPANY 1698 ROUTE 9 GLEN Falls NY 12801</td>
<td>05/23/2013 05/23/2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>NJ DEGREGORY &amp; SONS CONSTRUCTION 1698 ROUTE 9 GLEN Falls NY 12801</td>
<td>05/23/2013 05/23/2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>*****1968 NORTH AMERICAN IRON WORKS INC 1560 DECATAR STREET RIDGWOOD NY 11385</td>
<td>05/15/2015 05/15/2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****9198 OCTAGON CO 37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101</td>
<td>01/08/2013 01/08/2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>OKBY ELSSAYED 1541 EAST 56TH STREET BROOKLY NY 11234</td>
<td>05/04/2012 05/04/2017</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>*****8337 OPTIMUM CONSTRUCTION INC 23-73 48TH STREET LONG ISLAND CITY NY 11103</td>
<td>04/24/2014 04/24/2019</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>Business Name</td>
<td>Address</td>
<td>Start Date</td>
<td>End Date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>------</td>
<td>--------------------------------------</td>
<td>--------------------------------</td>
<td>-------------</td>
<td>-----------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NYC</td>
<td>NYC</td>
<td>ORSON ARROYO</td>
<td>C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102</td>
<td>04/16/2014</td>
<td>11/19/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****4546 PAF PAINTING CORP</td>
<td>161 TIBBETTS ROAD YONKERS NY 10705</td>
<td>03/12/2014</td>
<td>03/12/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****5242 PAF PAINTING SERVICES INC</td>
<td>GARDEN STATE PAINTING 157 TIBBETTS ROAD YONKERS NY 10103</td>
<td>03/12/2014</td>
<td>03/12/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>PAF PAINTING SERVICES OF WESTCHESTER INC</td>
<td>C/O SPIEGEL &amp; UTRERA 1 MAIDEN LANE - 5TH FL NEW YORK NY 10016</td>
<td>03/12/2014</td>
<td>03/12/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****8802 PAT'S HEATING AND AIR CONDITIONING LTD</td>
<td>P O BOX 371 ROUND LAKE NY 12151</td>
<td>05/12/2014</td>
<td>05/12/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>PATRICIA M RUGGLES</td>
<td>P O BOX 371 ROUND LAKE NY 12151</td>
<td>05/12/2014</td>
<td>05/12/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****5524 PAUL Verna</td>
<td>C/O AMERICAN STEEL MECHA 693 PAINTER STREET MEDIA PA 19063</td>
<td>02/20/2013</td>
<td>02/20/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****9569 PERFORM CONCRETE INC</td>
<td>31 DURANT AVENUE BETHEL CT 06801</td>
<td>07/02/2012</td>
<td>07/02/2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>PETER LUSTIG</td>
<td>30 COLUMBUS CIRCLE EASTCHESTER NY 10709</td>
<td>08/21/2012</td>
<td>08/21/2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>PETER TRITARIS</td>
<td>5990 58TH AVENUE MASPETH NY 11378</td>
<td>11/18/2013</td>
<td>11/18/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****7914 PRECISION SITE DEVELOPMENT INC</td>
<td>89 EDISON AVENUE MOUNT VERNON NY 10550</td>
<td>10/28/2011</td>
<td>10/28/2016</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****2989 PROFESSIONAL ESTIMATING &amp; BUSINESS CORP</td>
<td>157 TIBBETTS ROAD YONKERS NY 10705</td>
<td>03/12/2014</td>
<td>03/12/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****6895 PROLINE CONCRETE OF WNY INC</td>
<td>3090 SHIRLEY ROAD NORTH COLLINS NY 14111</td>
<td>04/19/2011</td>
<td>07/08/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****0015 RAMADA CONSTRUCTION CORP</td>
<td>80 SAVO LOOP STATEN ISLAND NY 10309</td>
<td>01/07/2014</td>
<td>01/07/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>RAMESHWAR ASU</td>
<td>137 LIBERTY AVENUE BROOKLYN NY 11212</td>
<td>12/21/2015</td>
<td>12/21/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>RANA A KAHN</td>
<td>1973 81ST ST - SUITE A-5 BROOKLYN NY 11214</td>
<td>01/08/2015</td>
<td>01/08/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>RANTIK PARIKH</td>
<td>13 LORIAN ROAD WARREN NJ 07059</td>
<td>07/15/2015</td>
<td>07/15/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****2633 RAW POWER ELECTRIC CORP</td>
<td>3 PARK PLACE MIDDLETOWN NY 10940</td>
<td>09/16/2013</td>
<td>09/15/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>RAYMOND PEARSON</td>
<td>P O BOX 957 PORT JEFFERSON STA NY 11776</td>
<td>03/12/2014</td>
<td>03/12/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>REBECCA THORNE</td>
<td>113 N MAPLE AVENUE GREENSBURG PA 15601</td>
<td>02/21/2013</td>
<td>02/21/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>REGINALD WARREN</td>
<td>C/O RAW POWER ELECTRIC 3 PARK CIRCLE MIDDLETOWN NY 10940</td>
<td>09/15/2014</td>
<td>09/15/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>*****3461 RELIANCE GENERAL CONSTRUCTION INC</td>
<td>644 OCEAN PARKWAY BROOKLYN NY 11230</td>
<td>09/02/2015</td>
<td>09/02/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>REVOLUTIONARY FLOORS LLC</td>
<td>P O BOX 268 STILLWATER NY 12170</td>
<td>09/16/2013</td>
<td>03/21/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>RHINO CONCRETE LLC</td>
<td>101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534</td>
<td>11/18/2013</td>
<td>01/07/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>RICHARD WILSON</td>
<td>C/O DUFOUR GROUP INC 353 WEST 56TH STREET #7M NEW YORK NY 10019</td>
<td>06/10/2014</td>
<td>06/10/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****8618 RIEKS CONTRACTING LLC</td>
<td>4804 GAHWILER ROAD AUBURN NY 13021</td>
<td>05/01/2015</td>
<td>05/01/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>ROBBYE BISSESAR</td>
<td>89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427</td>
<td>01/11/2003</td>
<td>01/11/3003</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>*****1855 ROBERT D BISHOP JR</td>
<td>85-112 ROBERT D BISHOP JR P O BOX 112 MORRISSVILLE NY 12962</td>
<td>07/15/2014</td>
<td>07/15/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>ROBERT D BISHOP JR</td>
<td>P O BOX 112 MORRISSVILLE NY 12962</td>
<td>07/15/2014</td>
<td>07/15/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>ROBERT GUIDO</td>
<td>3256 BRUNER AVENUE BRONX NY 10469</td>
<td>07/29/2014</td>
<td>07/29/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>ROBERT L EVANS</td>
<td>128A NORTH STAMFORD ROAD STAMFORD CT 06903</td>
<td>05/23/2013</td>
<td>05/23/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>ROBERT TORDELLA</td>
<td>125 CHAUTAUQUA AVENUE LAKEWOOD NY 14756</td>
<td>06/24/2015</td>
<td>06/24/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>ROCCO ESPOSITO</td>
<td>C/O ROCMAR CONTRACTING CO 620 COMMERCE STREET THORNWOOD NY 10594</td>
<td>09/24/2012</td>
<td>09/24/2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>DOL</td>
<td>ROCHESTER ACOUSTICAL CORP</td>
<td>P O BOX 799</td>
<td>HILTON NY 14468</td>
<td>02/19/2016</td>
<td>02/19/2021</td>
</tr>
<tr>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>---------------------------</td>
<td>------------</td>
<td>----------------</td>
<td>----------</td>
<td>-----------</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>ROCMAR CONSTRUCTION CORP</td>
<td>620 COMMERCE STREET</td>
<td>THORNWOOD NY 10594</td>
<td>09/24/2012</td>
<td>09/24/2017</td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>ROCMAR CONTRACTING CORP</td>
<td>620 COMMERCE STREET</td>
<td>THORNWOOD NY 10594</td>
<td>09/24/2012</td>
<td>09/24/2017</td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>RODNEY SCOTT</td>
<td>201 HEMPSTEAD AVENUE</td>
<td>WEST HEMPSTEAD NY 11552</td>
<td>10/30/2015</td>
<td>10/30/2020</td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>ROMEO WARREN</td>
<td>C/O RAW POWER ELECTR CORP</td>
<td>3 PARK PLACEMIDDLETOWN NY 10940</td>
<td>09/16/2013</td>
<td>09/15/2019</td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>ROSEANNE CANTISANI</td>
<td>11 TATAMUCK ROAD</td>
<td>POUND RIDGE NY 10576</td>
<td>05/04/2012</td>
<td>05/04/2017</td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>ROSS J MUSCOLINO</td>
<td>10 ST CHARLES STREET</td>
<td>THORNWOOD NY 10594</td>
<td>09/03/2013</td>
<td>09/03/2018</td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>S &amp; S ELECTRIC</td>
<td>235 BROADWAY</td>
<td>SCHENECTADY NY 12306</td>
<td>06/19/2013</td>
<td>06/19/2018</td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>SABIR MUHAMMED</td>
<td>SUITE B-8</td>
<td>782 PELHAM PARKWAY SOUTHBRONX NY 10462</td>
<td>04/21/2016</td>
<td>04/21/2021</td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>SAEEED HASAN</td>
<td>4558 BROADWAY #6</td>
<td>NEW YORK NY 10040</td>
<td>08/04/2014</td>
<td>08/04/2019</td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>SCOTT LEONARD</td>
<td>GLOBAL TANK CONSTRUCTI</td>
<td>P O BOX 1238</td>
<td>SALINA OK 74365</td>
<td>11/28/2012</td>
<td>11/28/2017</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>SEAKCO CONSTRUCTION COMPANY LLC</td>
<td>128A NORTH STAMFORD ROAD</td>
<td>STAMFORD CT 06903</td>
<td>05/23/2013</td>
<td>05/23/2018</td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>SEAKCO NEW YORK LLC</td>
<td>SEAKCO CONSTRUCTI</td>
<td>128A NORTH STAMFORD ROAD</td>
<td>STAMFORD CT 06903</td>
<td>05/23/2013</td>
<td>05/23/2018</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>SEAN BURBAGE</td>
<td>C/O SEAN BURBAGE CORP</td>
<td>445 ROOSA GAP ROAD</td>
<td>BLOOMINGBURG NY 12721</td>
<td>04/14/2014</td>
<td>04/14/2019</td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>SHAHZAD ALAM</td>
<td>21107 28TH AVE</td>
<td>BAYSIDE NY 11360</td>
<td>07/02/2012</td>
<td>07/02/2017</td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>SINGING STAR LIMITED LIABILITY COMPANY</td>
<td>21107 28TH AVE</td>
<td>BAYSIDE NY 11360</td>
<td>07/02/2012</td>
<td>07/02/2017</td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>SOLUTION MATTERS INC</td>
<td>198 NORWOOD ROAD</td>
<td>PORT JEFFERSON NY 11776</td>
<td>11/19/2015</td>
<td>11/19/2020</td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>SPASOJE DOBRIC</td>
<td>61 WILLET STREET</td>
<td>SUITE PASSAIC NJ 07055</td>
<td>07/09/2010</td>
<td>02/23/2017</td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>SPHINX CONTRACTING CORP</td>
<td>240 HOME STREET</td>
<td>TEANECK NJ 07666</td>
<td>08/04/2014</td>
<td>08/04/2019</td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>SPORTSCRAFTERS INC</td>
<td>113 N MAPLE AVENUE</td>
<td>GREENSBURG PA 15601</td>
<td>02/21/2013</td>
<td>02/21/2018</td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>STAR INTERNATIONAL INC</td>
<td>89-51 SPRINGFIELD BLVD</td>
<td>QUEENS VILLAGE NY 11427</td>
<td>08/11/2003</td>
<td>08/11/3003</td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>STEPHEN BIANCHI</td>
<td>462 LAKEVIEW AVENUE</td>
<td>VALHALLA NY 10595</td>
<td>12/16/2013</td>
<td>12/16/2018</td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>STEPHON SHELDON</td>
<td>FANTASTIC PAINTING</td>
<td>493 LANSING ROAD</td>
<td>FULTONVILLE NY 12072</td>
<td>11/18/2013</td>
<td>11/18/2018</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>STEVEN P Sucato</td>
<td>15-66 208TH STREET</td>
<td>BAYSIDE NY 11360</td>
<td>06/23/2016</td>
<td>06/23/2021</td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>STEVEN SAGGESE</td>
<td>3005 WYNNSUM AVENUE</td>
<td>MERRICK NY 11566</td>
<td>08/18/2014</td>
<td>08/18/2019</td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>STUART CHAITIN</td>
<td>634 ROUTE 303</td>
<td>BLUEVET NY 10913</td>
<td>07/26/2012</td>
<td>11/19/2018</td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>SUBLINK LTD</td>
<td>346 THIRD AVENUE</td>
<td>PELHAM NY 10803</td>
<td>11/19/2015</td>
<td>11/19/2020</td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>SUPER SWEEP</td>
<td>FMS</td>
<td>4 LEGHORN COURT</td>
<td>NEW YORK NY 11746</td>
<td>11/28/2012</td>
<td>11/28/2017</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>SUZANNE G GOLD</td>
<td>C/O GOLDS FLOORING INSTALLATION S INC</td>
<td>25 HAMILTON ROAD</td>
<td>MONTICELLO NY 12701</td>
<td>10/16/2013</td>
<td>10/16/2018</td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>T &amp; T CONCRETE INC</td>
<td>2560 HAMBURG TURNPIKE</td>
<td>LOCKAWANNA NY 14218</td>
<td>07/08/2015</td>
<td>07/08/2020</td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>T D CONTRACTORS CORP</td>
<td>T D CONTRACTOR S INC</td>
<td>113 N MAPLE AVENUE GREENSBURG PA 15601</td>
<td>02/21/2013</td>
<td>02/21/2018</td>
<td></td>
</tr>
<tr>
<td>-----</td>
<td>-----</td>
<td>----------------------</td>
<td>---------------------</td>
<td>----------------------------------------</td>
<td>------------</td>
<td>------------</td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>TAMMY LACITIGNOLA</td>
<td>C/O CATSKILL FENCE INSTAL 5445 ROUTE 32 CATSKILL NY 12414</td>
<td>08/22/2014</td>
<td>08/22/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>TAP STEEL INC</td>
<td>ROUTE 26 3101 P O BOX 457 CONSTABLEVILLE NY 13325</td>
<td>01/28/2016</td>
<td>01/28/2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>TECH-MECHANICAL FAB DC INC</td>
<td>5 PARKER AVENUE POUGHKEEPSIE NY 12601</td>
<td>03/25/2014</td>
<td>03/25/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>THE BRINSON PAINTING CORPORATION</td>
<td>72 TAUNTON PLACE BUFFALO NY 14216</td>
<td>04/14/2015</td>
<td>04/14/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>THE DALRYMPLE CORPORATION</td>
<td>UNIT 278 541 10TH STREET NW ATLANTA GA 30318</td>
<td>12/01/2015</td>
<td>12/01/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>THE DALRYMPLE GROUP LLC</td>
<td>289 JONESBORO RD/ STE 216 MCDONOUGH GA 30253</td>
<td>12/01/2015</td>
<td>12/01/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>THE UNIVERSAL GROUP OF NEW YORK INC</td>
<td>212 OXFORD WAY SCHENECTADY NY 12309</td>
<td>12/11/2012</td>
<td>09/16/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>THE WELCOME MAT PROPERTY MANAGEMENT LLC</td>
<td>P O BOX 268 STILLWATER NY 12170</td>
<td>09/16/2013</td>
<td>03/21/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>THOMAS DESANTIS ENTERPRISES</td>
<td>161 OSWEGO RIVER ROAD PHOENIX NY 13135</td>
<td>09/24/2013</td>
<td>11/18/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>THOMAS SCARINCI</td>
<td>130-43 92ND AVENUE RICHMOND HILLS NY 11418</td>
<td>11/27/2013</td>
<td>11/27/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>THREE FRIENDS CONSTRUCTION CORP</td>
<td>986 MADISON AVENUE PATERSON NJ 07501</td>
<td>01/03/2013</td>
<td>01/03/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>THUNDER BROTHERS CORP</td>
<td>212 NORTH 8TH STREET BROOKLYN NY 11234</td>
<td>05/01/2013</td>
<td>05/01/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>TIMOTHY A PALUCK</td>
<td>C/O TAP STEEL INC RTE 26 3101/ P O BOX 457 CONSTABLEVILLE NY 13325</td>
<td>01/28/2016</td>
<td>01/28/2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>TIMOTHY F BARBER</td>
<td>635 LUCERNE ROAD QUEENSBERY NY 12804</td>
<td>09/16/2013</td>
<td>09/16/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>TM MECHANICAL CORP</td>
<td>130-43 92ND AVENUE RICHMOND HILLS NY 11418</td>
<td>11/27/2013</td>
<td>11/27/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>TOMSON ALLOYS RECYCLING INC</td>
<td>143 FILLMORE AVENUE BUFFALO NY 14210</td>
<td>01/08/2015</td>
<td>01/08/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>TORCHIA'S HOME IMPROVEMENT</td>
<td>10153 ROBERTS RD SAUQUOT NY 13456</td>
<td>08/09/2016</td>
<td>08/09/2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>TOURO CONTRACTING CORP</td>
<td>1541 EAST 56TH STREET BROOKLYN NY 11234</td>
<td>05/04/2012</td>
<td>05/04/2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>TRI-COUNTY RESTORATIONS &amp; CONSTRUCTION INC</td>
<td>13 SUMMERSET DRIVE WALLKILL NY 12589</td>
<td>08/22/2014</td>
<td>08/22/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>TRI-COUNTY RESTORATIONS INC</td>
<td>392 ROCK CUT ROAD WALDEN NY 12586</td>
<td>08/22/2014</td>
<td>08/22/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>TROY D CLARKE</td>
<td>ADVANCED METALS 387 RIVERSIDE DRIVE JOHNSON CITY NY 13790</td>
<td>10/01/2012</td>
<td>10/01/2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>TURBO GROUP INC</td>
<td>15-60 28TH STREET BAYSIDE NY 11360</td>
<td>06/23/2016</td>
<td>06/23/2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>AG</td>
<td>UNIVERSAL STEEL FABRICATIONS INC</td>
<td>90 JUNIUS STREET BROOKLYN NY 11212</td>
<td>01/23/2014</td>
<td>01/23/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>V&amp;B CONTRACTING</td>
<td>P O BOX 957 PORT JEFFERSON STA NY 11776</td>
<td>03/12/2014</td>
<td>03/12/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>VALERIE VISCONTI</td>
<td>346 THIRD AVENUE PELHAM NY 10803</td>
<td>11/19/2015</td>
<td>11/19/2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>VEAP SELA</td>
<td>C/O COLONIAL ROOFING COMPANY INC 247 48TH STREET BROOKLYN NY 11220</td>
<td>02/05/2014</td>
<td>02/05/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>VEZANDIO CONTRACTING CORP</td>
<td>530 BEECH STREET NEW HYDE PARK NY 11040</td>
<td>07/02/2012</td>
<td>07/02/2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>VICK CONSTRUCTION</td>
<td>21 DAREWOOD LANE VALLEY STREAM NY 11581</td>
<td>12/31/2013</td>
<td>12/31/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>NYC</td>
<td>VICKRAM MANGRU</td>
<td>21 DAREWOOD LANE VALLEY STREAM NY 11581</td>
<td>12/31/2013</td>
<td>12/31/2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOL</td>
<td>DOL</td>
<td>Name</td>
<td>Address</td>
<td>C/O</td>
<td>Start Date</td>
<td>End Date</td>
<td></td>
</tr>
<tr>
<td>-----</td>
<td>------</td>
<td>---------------------------</td>
<td>----------------------------------------------</td>
<td>----------------------------</td>
<td>------------</td>
<td>----------</td>
<td></td>
</tr>
<tr>
<td>NYC</td>
<td>Dol</td>
<td>VINCENT PIZZITOLA</td>
<td>P.O. Box 957, Port Jefferson Sta, NY 11776</td>
<td></td>
<td>03/12/2014</td>
<td>03/12/2019</td>
<td></td>
</tr>
<tr>
<td>Dol</td>
<td>Dol</td>
<td>WESLEY J STAROBA</td>
<td>206 Tally Ho Court, Schenectady, NY 12303</td>
<td></td>
<td>06/19/2013</td>
<td>06/19/2018</td>
<td></td>
</tr>
<tr>
<td>Dol</td>
<td>Dol</td>
<td>*****0078 WESLEY J STAROBA</td>
<td>S &amp; S Electric, 235 Broadway, Schenectady, NY 12306</td>
<td></td>
<td>06/19/2013</td>
<td>06/19/2018</td>
<td></td>
</tr>
<tr>
<td>Dol</td>
<td>Dol</td>
<td>*****7617 WHITE PLAINS CARPENTRY CORP</td>
<td>P.O. Box 309, White Plains, NY 10603</td>
<td></td>
<td>12/04/2009</td>
<td>05/04/2017</td>
<td></td>
</tr>
<tr>
<td>Dol</td>
<td>Dol</td>
<td>WILLIAM CONKLIN</td>
<td>5 Parker Avenue, Poughkeepsie, NY 12601</td>
<td></td>
<td>03/25/2014</td>
<td>03/25/2019</td>
<td></td>
</tr>
<tr>
<td>Dol</td>
<td>Dol</td>
<td>WILLIAM MAZZELLA</td>
<td>134 Murray Avenue, Yonkers, NY 10704</td>
<td></td>
<td>02/03/2014</td>
<td>02/03/2019</td>
<td></td>
</tr>
<tr>
<td>Dol</td>
<td>Dol</td>
<td>WILLIAM THORNE</td>
<td>113 N Maple Avenue, Greensburg, PA 15601</td>
<td></td>
<td>02/21/2013</td>
<td>02/21/2018</td>
<td></td>
</tr>
<tr>
<td>Dol</td>
<td>Dol</td>
<td>WILLIE BRINSON</td>
<td>72 Taunton Place, Buffalo, NY 14216</td>
<td></td>
<td>04/14/2015</td>
<td>04/14/2020</td>
<td></td>
</tr>
<tr>
<td>Dol</td>
<td>Dol</td>
<td>*****6195 WILSON BROTHER DRY WALL CONTRACTORS</td>
<td>36 Abersold Street, Rochester, NY 14621</td>
<td></td>
<td>08/31/2015</td>
<td>08/31/2020</td>
<td></td>
</tr>
<tr>
<td>Dol</td>
<td>Dol</td>
<td>*****7345 YES SERVICE AND REPAIRS CORPORATION</td>
<td>325 Rabro Drive, Suite 1, Hauppauge, NY 11788</td>
<td></td>
<td>08/09/2016</td>
<td>08/09/2021</td>
<td></td>
</tr>
<tr>
<td>Dol</td>
<td>Dol</td>
<td>YURIY IVANIN</td>
<td>C/O Mountains Air Inc, 2471 Ocean Avenue, Ste 7, Brooklyn, NY 11229</td>
<td></td>
<td>09/24/2012</td>
<td>09/18/2020</td>
<td></td>
</tr>
</tbody>
</table>
PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
A. Section Includes:
   1. Project information.
   2. Work covered by Contract Documents.
   3. Construction schedule.
   4. General requirements of Contract.
   5. Owner-furnished products.
   6. Access to site.
   7. Coordination with occupants.
   8. Work restrictions.

1.3 DEFINITIONS
A. Permanent Enclosure: As determined by Architect, the condition at which roofing is insulated and weathertight; exterior walls are insulated and weathertight; all openings are closed with permanent construction; and all exterior joints are sealed.

1.4 PROJECT INFORMATION
A. Project Identification: County of Oswego Window Replacements
   1. Project Location: Public Safety Center, 39 Churchill Road, Oswego, NY
   2. Project Location: Health Complex, 74 Bunner Street, Oswego, NY
   3. Project Location: Legislative Office Building, 46 E. Bridge Street, Oswego, NY
B. Owner: County of Oswego
   1. Address: 46 East Bridge Street, Oswego, New York 13126
C. Architect: Tetra Tech Engineers, Architects & Landscape Architects, P.C., d/b/a Tetra Tech Architects & Engineers.
   1. Address: Cornell Business & Technology Park, 10 Brown Road, Ithaca, NY 14850.
D. Project Representative: Project Representative will be appointed by Owner.

1. Project Representative will provide assistance in administering the Contract for Construction between Owner and Contractor, according to provisions of Division 01 Section, “Project Management and Coordination”.


1. Comply with all applicable codes in effect for the specific project location and scope.

1.5 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Window replacement, and associated work as shown on the contract documents, at the County facilities identified on the documents and above in paragraph 1.4.A

B. Type of Contract: Project will be constructed under a single prime contract.

1.6 CONSTRUCTION SCHEDULE

A. The Work shall be conducted in accordance with the following schedule:

1. Commencement of off-site construction activities: Immediately following Notice to Proceed.
2. Commencement of on-site construction activities: June 1, 2017.
3. Submittals: Provide all submittals within 60 days after award of contract.
5. Final completion date: 30 days after Substantial Completion.

1.7 GENERAL REQUIREMENTS OF CONTRACT

A. Water Service from Existing System: Water from Owner’s existing water system is available for use without metering and without payment of use charges. Owner’s Representative will designate allowable water service connections. Provide connections and extensions of services as required for construction operations. Contractor is required to disconnect from the Owner’s Water Service at the completion of each work day, to remove and securely store connection and extension equipment, and to secure the Owner’s connection location to its original condition prior to Contractor’s connection.

B. Electric Power Service from Existing System: Electric power (120V) from permanent existing system is available for use. Owner’s Representative will designate allowable electric service connections. Provide connections and extensions of services from the designated connection location as required for construction operations. Contractor is required to disconnect from the Owner’s Electric Power Service at the completion of each work day, to remove and securely store connection and extension equipment, and to secure the Owner’s connection location to its original condition prior to Contractor’s connection.
C. Sanitary Facilities: Provide temporary toilets and wash facilities for use of construction personnel at the Public Safety Center and Health Complex sites. Owner will allow use of one designated interior existing restroom at Fulton Office building site. Coordinate with Owner’s Representative for placement at the Public Safety Center and Health Complex sites.

1. Provide continual supply of toilet paper, paper towels, and soap.
2. Use of Owner's existing toilet facilities will not be permitted.

D. Drinking Water: Provide continual supply of bottled drinking water for use of construction personnel.

1. Use of Owner’s existing drinking water facilities will not be permitted.

E. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.

1.8 OWNER-FURNISHED PRODUCTS

A. Owner will furnish products indicated. The Contractor’s Work includes receiving, unloading, handling, storing, protecting, and installing Owner-furnished products.

1.9 ACCESS TO SITE

A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Staging Areas: Staging area for construction operations and storage will be provided to the contractor at each of the building sites. Coordinate with Owner’s representative after award.

2. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner’s employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
c. Adhere with all traffic and directional rules and regulations on site. Provide flag person as required by construction traffic.

C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
1.10 COORDINATION WITH OCCUPANTS

A. Owner Occupancy: Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Project Representative and approval of authorities having jurisdiction.

2. Maintain in operation all life safety provisions and devices (including, but not limited to, fire alarms, fire extinguishers, smoke detectors, heat sensors, emergency and exit lighting, defibrillators, and similar items).

3. Notify Project Representative not less than 72 hours in advance of activities that will affect Owner's operations.

1.11 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work to normal business working hours of 7 a.m. to 5 p.m., Monday through Friday, except as otherwise indicated. Movement of materials is not permitted in Owner-occupied areas during normal business hours.

1. Other Weekday Hours: As approved by Oswego County (minimum of 72 hours advance notice).

2. Weekend Hours: As approved by Oswego County (minimum of 72 hours advance notice).

3. Hours for Noisy Activity (in excess of 60 dB): As approved by Oswego County (minimum of 72 hours advance notice).

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Project Representative not less than 72 hours in advance of proposed utility interruptions.

2. Obtain Project Representative’s written permission before proceeding with utility interruptions.
D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Project Representative not less than 72 hours in advance of proposed disruptive operations.
2. Obtain Project Representative’s written permission before proceeding with disruptive operations.

E. Moisture Control: Provide measures and conduct operations to:

1. Provide proper housekeeping to keep materials dry.
2. Inspect areas and materials for dampness and mold growth.
3. Schedule construction operations so that absorptive materials are protected and weather-proof building as quickly as possible.
4. Test for moisture content, moisture penetration and microbial growth to maintain within permissible limits.

F. Comply with requirements in Division 01 Section “Governmental Safety Requirements”.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00
SECTION 01 21 00 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions, and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

B. Types of allowances include the following:
   1. Contingency allowances.

1.3 SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances.

B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

C. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

D. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.4 COORDINATION

A. Coordinate allowance items with other portions of the Work.

1.5 CONTINGENCY ALLOWANCES

A. Use the contingency allowance only as directed by Architect for Owner's purposes.

B. Allowance shall include cost to Contractor of products and materials under allowance and shall include taxes, freight, and delivery to Project site. Contractor's costs for receiving and handling at Project site, labor, installation, and similar costs related to products and materials under allowance shall be included as part of the allowance.

C. Overhead and profit related to the allowance shall be included as part of the Contract Sum and not part of the allowance.
1.6 ALLOWANCE PROCEDURES

A. Authorization for use of allowances is documented through Allowance Access Authorization form provided in the Project Manual, accompanied by substantiating data.
B. At Project closeout, unused amounts remaining in the allowances will be credited to Owner by Change Order.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.2 SCHEDULE OF ALLOWANCES

A. Allowance No. 1: Contingency Allowance: Include the sum of $15,000.00 for hidden and unforeseen conditions discovered during construction according to Owner’s instructions.

Attachment: Allowance Access Authorization

END OF SECTION 01 21 00
ALLOWSANCE ACCESS AUTHORIZATION:

Project: County of Oswego Window Replacements

Architect: Tetra Tech Architects & Engineers  Project No. 73513-16001A

Contractor:

AAA No.: Initiation Date:

The Allowance is allocated as follows:

Total original Contract Allowance was: $  
Amount of Contract Allowance Access previously authorized: $  
Adjusted Contract Allowance prior to this authorization is: $  
The amount of available Allowance will Decrease by this Access Authorization: $  
The remaining Contract Allowance, after this Access Authorization will be: $  

Recommended by:  
Architect  
By (Signature): ___________________________  
Date: ___________________________  

Accepted by:  
Contractor  
By (Signature): ___________________________  
Date: ___________________________  

Approved by:  
Owner  
By (Signature): ___________________________  
Date: ___________________________  

Tetra Tech  
Architects & Engineers  
Project No. 73513-16001A  
01 21 00 / Page 3
SECTION 01 23 00 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. Alternate described in this Section are part of the Work only if enumerated in the Agreement.

2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration.

C. Execute accepted alternates under the same conditions as other work of the Contract.

D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1: Delete all work associated with the Public Safety Center Window Replacement.
   1. Delete all work associated with the Public Safety Center Window Replacement, refer to drawings and specifications.

B. Alternate No. 2: Delete all work associated with the Health Complex Window Replacement
   1. Delete all work associated with the Health Complex Window Replacement, refer to drawings and specifications.

C. Alternate No. 3: Delete all work associated with the Legislative Office Building Window Replacement.
   1. Delete all work associated with the Legislative Office Building Window Replacement, refer to drawings and specifications.

END OF SECTION 01 23 00
SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
   A. Section includes administrative and procedural requirements for substitutions.

1.3 DEFINITIONS
   A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor. Provide backup information as requested by Architect to support identification of the proposed substitution as “for Cause” or “for Convenience”. Architect will make final determination as to whether the substitution is “for Cause” or “for Convenience”.

      1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product.
      2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Owner.

1.4 REQUEST FOR SUBSTITUTION
   A. Substitution Requests: Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles. Only one substitution request for each product will be considered. Contractor is to submit request for substitution in accordance with the general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, Contractor is to use the “Request for Substitution” form attached to this Specification Section, completing all sections of the form and providing all information noted which includes but is not limited to the following:

      1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
         a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
         b. Coordination information, including a list of changes or revisions needed to other parts of the Work that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.

e. Samples, where applicable or requested.

f. Certificates and qualification data, where applicable or requested.

g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.

h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.

i. Evidence of compliance with building code in effect for Project.

j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.

k. Cost information, including a proposal of change, if any, in the Contract Sum.

l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.

m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation. Such additional information or documentation may include detailed side-by-side comparison charts of the specified product and the proposed substitution, and other data.

a. Architect will notify Contractor of acceptance or rejection of proposed substitution.

1.5 QUALITY ASSURANCE
A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials.

1.6 PROCEDURES
A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS
A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

   a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
   b. Substitution request is fully documented and properly submitted.
   c. Requested substitution will not adversely affect Contractor's construction schedule.
   d. Requested substitution is compatible with other portions of the Work.
   e. Requested substitution has been coordinated with other portions of the Work.
   f. Requested substitution provides specified warranty.

B. Substitutions for Convenience: Architect will consider requests for substitution if received within 15 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

   a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
   b. Requested substitution does not require extensive revisions to the Contract Documents.
c. Requested substitution is consistent with the Contract Documents and will produce indicated results.

d. Substitution request is fully documented and properly submitted.

e. Requested substitution will not adversely affect Contractor's construction schedule.

f. Requested substitution is compatible with other portions of the Work.

g. Requested substitution has been coordinated with other portions of the Work.

h. Requested substitution provides specified warranty.

PART 3 - EXECUTION (Not Used)

Attachment: Request for Substitution Form

END OF SECTION 01 25 00
Request for Substitution

This form must be completely filled in with all relevant data by the Prime Contractor and submitted to the Architect in accordance with Project Manual Requirements for consideration before any request to change the drawing or specification requirements will be considered.

REFERENCE DATA

Project Name: __________________________  Date of Request: __________________________

Location: ______________________________  Architect's Project No: ___________________

Request by Contractor: ____________________

Address: ________________________________  Phone: _____________________________  Email: ____________________________

Contact person: __________________________

SUBSTITUTION REQUEST DATA

(Provide statement indicating why specified product, fabrication or installation cannot be provided.)

SUBSTITUTION REQUESTED IS FOR: ____________________________

Reason for request: ____________________________

☐ Named product.

☐ Product type, material, finish or formulation.

☐ Fabrication or installation methods.

Note whether substitution is for cause or conveniences:

PRODUCT / MATERIAL / METHOD FOR WHICH SUBSTITUTION IS REQUESTED IS SHOWN ON THE FOLLOWING DOCUMENTS:

Specification: __________________________  Section No: __________________________

Paragraph/Work No: __________________________  Page(s): __________________________

Drawings: (List No(s) of all Drawings affected): __________________________

DETAILED COMPARISON

Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

________________________________________________________________________________________________________________________________________________________________________________________________________________________

COST/BENEFIT ANALYSIS

Describe in detail any alteration to any other part of the Works required by use of the requested substitution, including work by other Prime Contractors:

________________________________________________________________________________________________________________________________________________________________________________________________________________________

If applicable total net cost of any such other project required alterations, including overhead and profit: $ ____________________________

(I indicate if cost is an "Add" or "Deduct" to contract sum.)

Benefits to Owner other than financial: ____________________________

________________________________________________________________________________________________________________________________________________________________________________________________________________________

Schedule impact (Note any impact on project schedule by proposed substitution): ____________________________
**ADDITIONAL INFORMATION REQUIRED**

PRIME CONTRACTOR TO PROVIDE ADDITIONAL INFORMATION AS NECESSARY AND ATTACH THE FOLLOWING INFORMATION:

1. Manufacturer's technical data sheets on proposed products, including test results as applicable.
2. Manufacturer's standard form of warranty.
3. Letter on manufacturer's letterhead stating that manufacturer will warrant products as specified, if specification requires specific warranties not included in manufacturer's standard form of warranty.
4. Letter(s) from other Prime Contractor(s) responsible for works affected by proposed substitution which state the total cost(s) of all such work, if any alteration of other work is required. Prime Contractor submitting this Request for Substitution will be responsible to fully reimburse the Owner for all such additional costs, processed via a deduct Change Order.

**CONTRACTOR'S CERTIFICATION**

1. BY SUBMISSION OF THIS SUBSTITUTION REQUEST AND PER SIGNATURE BELOW, CONTRACTOR CERTIFIES THIS SUBSTITUTION REQUEST HAS BEEN REVIEWED AND APPROVED BY THE CONTRACTOR IN ACCORDANCE WITH THE PROJECT MANUAL REQUIREMENTS.

2. BY SUBMISSION OF THIS SUBSTITUTION REQUEST AND PER SIGNATURE BELOW CONTRACTOR CERTIFIES THE PROPOSED SUBSTITUTION COMPLIES WITH ALL APPLICABLE REQUIREMENTS OF THE CONTRACT DOCUMENTS AND REFERENCED CODES AND STANDARDS.

3. BY SUBMISSION OF THIS SUBSTITUTION REQUEST AND PER SIGNATURE BELOW CONTRACTOR HEREBY WAIVES ALL RIGHTS TO ADDITIONAL COMPENSATION OR TIME THAT MAY SUBSEQUENTLY BECOME NECESSARY BECAUSE OF FAILURE OF PROPOSED MATERIAL TO PRODUCE THE INDICATED AND REQUIRED RESULTS.

Name of Authorized Contractor Representative: ____________________________

Signature of Authorized Contractor Representative: ____________________________

Name of Contractor: ____________________________

Date: ____________________________
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, via the electronic form procedures outlined in Division 01 Section “Project Management and Coordination” and during the preconstruction conference.

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time, via the electronic form procedures outlined in Division 01 Section “Project Management and Coordination” and during preconstruction conference. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.

2. Unless otherwise noted, within 14 days after receipt of Proposal Request, submit a quotation listing cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

   a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

   b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

   c. Include costs of labor and supervision directly attributable to the change.
d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

e. Quotation Form: Use forms acceptable to Architect.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made.

3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

4. Include costs of labor and supervision directly attributable to the change.

5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.


1.5 ADMINISTRATIVE CHANGE ORDERS

A. Allowance Adjustment: See Division 01 Section "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

1.6 CHANGE ORDER PROCEDURES

1.7 CONSTRUCTION CHANGE DIRECTIVE


1. Construction Change Directive contains a description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 26 00
SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.3 DEFINITIONS
A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

B. AIA Document: Current, authorized editions of standard forms issued by the American Institute of Architects (AIA).

1. Where AIA Documents are identified in this Section, the use of facsimiles of AIA documents or non-AIA documents is prohibited.

1.4 SCHEDULE OF VALUES
A. Submit the schedule of values to Architect at earliest possible date, but no later than fourteen days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content:

1. Use AIA Document G703 as form for schedule of values, with entries typewritten. Unless noted otherwise, provide the following:

   a. Subschedules for Separate Elements of Work: Provide subschedules for each building.

      1) List allowances on subschedules only where exclusively part of separate element of work.

   b. Summary Schedule: Provide summary schedule listing each subschedule and its total and each allowance; total of all subschedules and allowances shall equal the Contract Sum.
2. Identification: Include the following Project identification on the schedule of values:
   a. Project name and location.
   b. Architect's project number.
   c. Contractor's name and address.
   d. Date of submittal.

3. Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide line item(s) for each Specification Section.

4. Arrange the schedule of values to indicate the following for each item listed, completing columns A, B and C of AIA Document G703:
   b. Column B: Indicate Specification Section title, and provide separate line items for labor and materials.
   c. Column C: Provide separate line item dollar values for labor and materials. Round amounts to nearest whole dollar.

5. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment. In addition to line items for each applicable specification section, include the following:
   a. Multiple line items for amounts in excess of five percent of Contract Sum, broken out to subcomponents equaling not greater than five percent each.
   b. Project Startup:
      1) Include separate line items for project startup requirements, including the following separate line items:
         a) Insurance, based on actual invoice amount.
         b) Performance and payment bonds, based on actual invoice amount.
         c) Mobilization.
         d) Temporary facilities and controls.
   c. Allowances: Provide a separate line item in the schedule of values for each allowance.
   d. Submittals – Include a minimum of three percent of contract sum.
   e. Supervision: Include a minimum of three percent of contract sum.
   f. Safety and field Reports: Include a minimum of one percent of Contract Sum.
   g. Meetings: Provide a separate line item in the schedule of values for Contractor attendance at meetings. Include a minimum of one percentage of contract sum.
   h. Wood Blocking: Provide a separate line item in the schedule of values for wood blocking.
i. Punch List – three percent of contract sum.

j. Project Closeout:

1) Include separate line items for project closeout requirements, as follows:
   a) Demobilization.
   b) Warranties.
   c) Final cleaning.
   d) Operation and maintenance manuals.
   e) Project record documents.
   f) Demonstration and training.

2) The total value of all project closeout line items shall equal to not less than the following:
   a) Five percent of the Contract Sum.

6. Each item in the schedule of values shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications as certified by Architect.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.

C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. Entries shall match data on the schedule of values.
2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received.
3. Include amounts of fully-executed Change Orders and Construction Change Directives issued before last day of construction period covered by application.

E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Enter in column F (Materials Presently Stored) of AIA Document G703 the value of materials presently stored for which payment is sought. Recalculate the total of the column at the end of each pay period. This value covers both materials newly stored for which payment is sought and materials previously stored which are not yet incorporated into the Project. Payment by the Owner for stored materials does not result in a deduction from this column. Only as materials are incorporated into the Project is their value deducted from this column and incorporated into column E (Work Completed--This Period).

2. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.

3. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.

F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule.
4. Certificates of insurance and insurance policies.
5. Performance and payment bonds.

H. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited to, two originals and two copies each of the following:

1. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
3. AIA Document G707, "Consent of Surety to Final Payment."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General coordination procedures.
2. Digital data files.
3. Coordination drawings.
4. Owner’s Project Representative activities.
5. Electronic form procedures.
6. Requests for Information (RFIs).
7. Project meetings.

1.3 COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, which depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Installation and removal of temporary facilities and controls.
3. Project meetings.
4. Project closeout activities.

C. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
1.4 DIGITAL DATA FILES

A. Architect's Digital Data Files: Upon request, and at Architect’s sole discretion, electronic copies of the Contract Drawings may be provided by Architect for Contractor's use in preparing submittals.


   a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.

   b. Format: The Contract Drawings may be available in AutoCAD and .pdf formats.
      1) Architect’s charge for site base file drawings in AutoCAD format: $200 per drawing.
      2) Architect’s charge for drawings in AutoCAD format: $100 per drawing.
      3) Architect’s charge for drawings in .pdf format: $50 per request.

   c. Contractor shall fill out and submit a Request for Electronic Drawing Files form included in Project Manual for any drawing files.

   d. Contractor shall also execute a Terms of Electronic File Transfer (TOFT) included in Project Manual for any drawing files furnished in AutoCAD format.

1.5 ELECTRONIC FORM PROCEDURES

A. Use Architect's electronic form procedures for the following functions:

   1. Request for Information (RFI) forms and logs.
   2. Architect’s Supplemental Instruction (ASI) forms and logs. Refer to Division 01 Section “Contract Modification Procedures”.
   3. Proposal Request (PR) forms and logs. Refer to Division 01 Section “Contract Modification Procedures”.

B. Contractor and other parties granted access by the Architect to Project electronic form procedures shall follow instructions issued by the Architect during the preconstruction conference.

1.6 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified, via the electronic form procedures outlined.

   1. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of others.
B. Content of the RFI: Include a detailed description of item needing information or interpretation and the following:

1. Project number.
2. RFI number.
3. Contract number and title.
4. Name of Contractor.
5. Name of Contractor’s contact person.
6. Email address of Contractor’s contact person.
7. RFI subject.
8. Question: Fully describe question or information requested. Include:
   a. Specification Section number and title and related paragraphs, as appropriate.
   b. Drawing number and detail references, as appropriate.
   c. Field dimensions and conditions, as appropriate.
   d. Contractor's suggested resolution. If Contractor's solution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
9. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
   a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow reasonable time for Architect's response for each RFI.

1. The following RFIs will be returned without action:
   a. Requests for approval of submittals.
   b. Requests for approval of substitutions.
   c. Requests for coordination information already indicated in the Contract Documents.
   d. Requests for adjustments in the Contract Time or the Contract Sum.
   e. Requests for interpretation of Architect's actions on submittals.
   f. Incomplete RFIs or inaccurately prepared RFIs.
2. Architect's action may include a request for additional information.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."

   a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within seven days of receipt of the RFI response.

D. On receipt of Architect's action, immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

E. Electronic RFI Log: Architect will maintain a tabular log of RFIs organized by RFI number.

1.7 PROJECT MEETINGS

A. Preconstruction Conference: Architect will schedule and conduct, a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after date of Notice of Award.

1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Discuss items of significance that could affect progress, including the following:

   a. Designation of key personnel and their duties, along with emergency cell phone and other contact information for owner.
   b. Lines of communications.
   c. Bonds and insurance.
   d. Subcontract list.
   e. Schedule of values.
   f. Payment request estimate.
   g. Applications for Payment.
   h. Contractor’s construction schedule.
   i. Submittals.
   j. Electronic form procedures (RFIs, ASIs, PRs).
   k. Procedures for processing Change Orders and Construction Change Directives.
   l. Quality control.
   m. Adjoining properties.
   n. Project schedule.
   o. Project meetings.
   p. Project closeout procedures.
   q. Electronic drawings.
   r. AIA and Word documents.

B. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Review each Specification Section for requirements for preinstallation conferences.
   a. No later than 15 days after date of Notice of Award, submit to Architect complete listing of preinstallation conferences to be held.

2. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.

3. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
   b. Deliveries.
   c. Submittals.
   d. Review of mockups.
   e. Time schedules.
   f. Weather limitations.
   g. Manufacturer's written instructions.
   h. Warranty requirements.
   i. Compatibility of materials.
   j. Acceptability of substrates.
   k. Temporary facilities and controls.
   l. Space and access limitations.
   m. Testing and inspecting requirements.
   n. Installation procedures.
   o. Coordination with other work.
   p. Required performance results.
   q. Protection of adjacent work.

4. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.

5. Reporting: Distribute report of the meeting to each party present and to other parties requiring information.

6. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
C. Progress Meetings: Architect will conduct progress meetings at biweekly intervals during construction intervals, unless otherwise necessitated.

1. Attendees: In addition to representatives of Owner, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review report of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

   a. Review present and future needs of each entity present, including the following:

      1) Report of progress since previous meeting.
      2) Architect/Engineer discussion items.
      3) Status of ASIs, PRs, Change Orders.
      4) Status of submittals.
      5) Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule.

         a) Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

         b) Review schedule for next period.

      6) Date of Substantial Completion.
      7) Status of RFIs.
      8) Owner discussion items.
      9) General and administrative items, including such items as:

         a) Project documentation.
         b) Prohibitions.
         c) Identification cards.
         d) Separation.
         e) Egress.
         f) Conservation.

3. Report: Architect will prepare and distribute the meeting report to each party present and to parties requiring information.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

Attachment: Request for Electronic Drawing Files
Terms of Electronic File Transfer (TOFT)

END OF SECTION 01 31 00
Request for Electronic Drawing Files – Business Office

Prime Contractor Name: ____________________________
Prime Contractor Address: _________________________
Contact to Receive Invoice: ________________________
Project Name: _________________________________
Project Number: ______________________________
Project Manager: ______________________________

Drawing Type:
☐ PDF Files ($50 per request)
☐ AutoCAD type files, excluding Site Base files, ($100 per file)
☐ AutoCAD Site Base files ($200 per file)

For PDF files or AutoCAD type files, excluding site base files:

Number of Drawing Files: ________________________  [Each individual drawing in the set of Contract Documents represents 1 file]
List each Drawing # Requested

For AutoCAD site base files:

Number of Sites: ________________________________  [1 Site Base file per site]
List each Site Requested
(i.e. school, property, etc.)

Contractor Signature: ____________________________
Terms of Electronic File Transfer (TOFT)

The purpose of this document is to establish the terms of use and liability related to the electronic transfer of files from Tetra Tech Engineers, Architects & Landscape Architects, P.C. d/b/a Tetra Tech Architects & Engineers (hereinafter "Tetra Tech") to the Recipient (designated below). This Agreement covers all electronic files transmitted to the Recipient, associated with the Project(s) listed below, that are not otherwise covered by a contractual agreement to provide such files.

Project(s) & Project #:


Recipient of Electronic Files:

Company Name: 
Company Address: 

Terms of Electronic File Transfer:

1. The electronic files (Files) furnished by Tetra Tech to the person or entity receiving the Files (Recipient) are provided only for the convenience of the Recipient, and only for its sole use. RECIPIENT AGREES THAT, BY OPENING THE PACKAGE CONTAINING THE FILES, RECIPIENT SHALL BE BOUND BY AND SUBJECT TO THE TERMS OF THIS DISCLAIMER.

2. Recipient recognizes that the Files may not be adequate or appropriate for Recipient’s needs. In the case of any defects in the Files or any discrepancies between the Files and the hardcopy of the Files bearing the seal of Tetra Tech’s professional registrant (if applicable), the sealed hardcopy shall govern. Recipient accepts the Files on an "as-is" basis, with any and all faults. There are no express warranties made by Tetra Tech with respect to the Files, and any implied warranties are excluded.

3. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. Tetra Tech assumes no responsibility for the accuracy or completeness of the Files, and any use or reuse of such electronic data for any purpose shall be at the Recipient’s sole risk.

4. Furthermore, in consideration of the use of the electronic data and the Files, Recipient agrees, to the fullest extent permitted by law, to defend (by legal counsel selected by Tetra Tech), indemnify, and hold Tetra Tech harmless from any and all claims, damages, losses, costs, and expenses, including attorney’s fees and court costs (including the costs of any appeals) arising out of or resulting from Recipient’s use, reuse, or use by others, regardless of whether such claims, damages, losses, costs, and expenses are caused in whole or in part by Tetra Tech. The duty to defend, indemnify, and hold Tetra Tech harmless shall apply regardless of whether such claims, damages, losses, costs, and expenses arise out of causes of action for tort, including negligence, contract, warranty, or strict liability.

5. The Recipient agrees to the following use restrictions of the electronic files:

a. The use of these files is limited only to the operation and maintenance of the above referenced project(s).

6. By signing below, the Recipient accepts full responsibility for the use of all electronic files received from and/or produced by Tetra Tech for the Project(s) listed above and any documents, instructions, or otherwise produced there from by the Recipient along with all Terms of Electronic Transfer indicated herein. A copy of this Agreement, executed by Tetra Tech, will be provided before or with the first electronic file transmitted.

Signature ____________________________
Type of File Name ____________________________
Title ____________________________
Date ____________________________
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Contractor's construction schedule.
2. Reports.

1.3 SUBMITTALS

A. Informational Submittals:

1. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period. Follow format outlined in attachment at end of this Section.

2. Site Condition Reports: Submit at time of discovery of differing conditions.

3. Special Reports: Submit at time of unusual event.

1.4 COORDINATION

A. Secure time commitments for performing critical elements of the Work from entities involved.
B. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for commencement of the Work to date of final completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

A. Gantt-Chart Schedule: Submit a comprehensive, horizontal, Gantt-chart-type, Contractor's construction schedule.

1. Format: Refer to accompanying “Format for Construction Schedule”.

B. Preparation: Indicate each significant construction activity separately, by Specification Section, coordinated with the schedule of values. Provide line item(s) for each Specification Section.

2.3 REPORTS

A. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

1. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities.

B. Distribution: Distribute copies of approved schedule to Architect, Owner, testing and inspecting agencies, and other parties with a need-to-know schedule responsibility.

1. When revisions are made, distribute updated schedules to the same parties.

Attachment: Format for Construction Schedule

END OF SECTION 01 32 00
### Format

Provide separate bar for each item in sequential order from beginning of Project to completion with the following information included for each item:

- Related Technical Specification number.
- Distinct graphic delineation, indicating area of building where schedule item is located.
- Shop drawing submittal date and required acceptance date.
- Product procurement date and anticipated delivery date.
- Projected start and completion dates for each item.

<table>
<thead>
<tr>
<th>CONSTRUCTION PROGRESS SCHEDULE</th>
<th>PROJECT NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LENGTH</strong></td>
<td><strong>DESCRIPTION</strong></td>
</tr>
<tr>
<td>Measurement</td>
<td>Measured</td>
</tr>
<tr>
<td>Unit</td>
<td>Unit</td>
</tr>
<tr>
<td><strong>LETTERING HEIGHT:</strong></td>
<td>1/8&quot; MINIMUM</td>
</tr>
</tbody>
</table>
## SECTION 01 32 00 - PROJECT SCHEDULE - Attachment #1

**FORMAT FOR CONSTRUCTION SCHEDULE**

(Refer to SECTION 01 32 00, Article 2.2)

---

### Sample

Provide separate bar for each item in sequential order from beginning of Project to completion with the following information included for each item:

- Related Technical Specification number.
- Distinct graphic delineation, indicating area of building where schedule item in located.
- Shop drawing submittal date and required acceptance date.
- Product procurement date and anticipated delivery date.
- Projected start and completion dates for each item.
SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for the administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

1. Process designated submittals for the Project electronically through designated email system. PDF files must be opened, viewed, modified and printed using Adobe Acrobat in order to view/print all associated approver comments/stamps.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. As-Specified Products: Products to be incorporated into Project as specified by name and product designation in Part 2 of technical specifications, and intended to be installed as specified in Part 3 of technical specifications.

C. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."


E. Email System: A method to transmit certain electronic submittals between the Contractor, Architect, and Owner, via email.

1. For consistency, the standard file format will be PDF. Convert paper originals and other file formats to PDF prior to submission.

2. In the event of system malfunction, submittals shall be processed in accordance with the Architect’s instructions, until the system malfunction has been corrected.
3. For this Project, process the following submittal types through the designated email system:
   a. Product Data.
   b. Shop Drawings.
   c. Product Schedules.
   d. Qualification Data.
   e. Certificates (Welding, Installer, Manufacturer, Product, and Material, as applicable).
   f. Test Reports (Material, Product, Preconstruction, Compatibility, and Field, as applicable).
   g. Research Reports.
   h. Warranty (sample).
   i. Design Data, including calculations.
   j. Coordination Drawings.
   k. Delegated-Design Services Certifications.

4. For Samples, provide electronic submittal of Sample cover sheet, identifying location and actual delivery date of Samples. Deliver Samples to location (Architect’s office, Project site, etc.) as directed by the Architect.

1.4 COLOR SCHEDULE
A. Color Schedule: Within 30 days after date of Notice of Award, submit a complete list of proposed manufacturers and complete product designations (i.e. model, grade, series, product line, etc.) for each item requiring color selection by Architect.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS
A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
   1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
   2. Where indicated, submit all submittal items required for each Specification Section concurrently.
   3. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
      a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

B. Processing Time: Allow sufficient time for submittal review, including time for resubmittals. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
C. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Include a cover sheet on each submittal item for identification. Do not combine different submittals under same cover sheet; only one submittal is to be provided per email.
   a. Cover Sheet: Use PDF version of sample form included in Project Manual. Complete each item on form, sign and date. Architect will furnish PDF version of sample form.

2. Name submittal file as directed by Architect.

3. Transmit each submittal via email using subject line as directed by Architect.

4. Send submittal to designated Project-specific email address:
   a. Use the following email address: TAE.OswegoCountyRoofs@tetratech.com

D. Resubmittals: Make resubmittals in same form and, for non-electronic submittals, in the same number of copies as initial submittal.

1. Note date and content of revision in label or title block and clearly indicate extent of revision.

2. Resubmit submittals until they are marked with approval notation from Architect.

3. Refer to the General Conditions for provisions allowing Owner to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of certain resubmittals.

E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities.

F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect.

G. Use of As-Specified Verification Form: The As-Specified Verification Form is intended to reduce submittal paperwork for select products to be incorporated into the Work. If product to be incorporated into Project is specified by name and product designation in Part 2 of the Technical Specification Section, submit “As-Specified Verification Form” attached to this Specification Section.

1.6 ENVIRONMENTAL

A. All products provided for use in construction of this project are to be free of asbestos. Refer to Specification Section 01 77 00 for certification required of the Contractor to be provided as part of the Closeout Procedures. The Owner may provide random testing of installed products/construction for asbestos content. Any Contractor installed product found to contain asbestos shall be classified as defective work. Defective work shall be corrected by the Contractor as specified in the General Conditions.
PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES, GENERAL

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

2.2 ELECTRONIC SUBMITTAL PROCEDURES

A. Use the designated email system for submittals in this Article.

1. Submit electronic submittals via email as PDF electronic files.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. Mark submittal to show which products and options are applicable.

2. Include the following information, as applicable:
   a. Manufacturer's catalog cuts.
   b. Statement of compliance with specified referenced standards.
   c. Testing by recognized testing agency.

3. For equipment, include the following in addition to the above, as applicable:
   a. Printed performance curves.
   b. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

4. For As-Specified Action Submittals, only the completed “As-Specified Verification Form” is required.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
   a. Identification of products.
   b. Schedules.
   c. Compliance with specified standards.
   d. Notation of dimensions established by field measurement.
   e. Relationship and attachment to adjoining construction clearly indicated.
   f. Seal and signature of professional engineer if specified.
D. **Product Schedule:** As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.

E. **Qualification Data:** Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

F. **Certificates:**

1. **Welding Certificates:** Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
2. **Installer Certificates:** Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
3. **Manufacturer Certificates:** Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
4. **Product Certificates:** Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
5. **Material Certificates:** Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

G. **Test Reports:**

1. **Material Test Reports:** Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
2. **Product Test Reports:** Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
3. **Preconstruction Test Reports:** Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
4. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

5. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

H. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.

I. Warranty: Submit sample warranties as required in individual Specification Sections.

J. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

K. Coordination Drawing Submittals: Comply with requirements specified in Division 01 Section "Project Management and Coordination."

L. Delegated-Design Services Certification: Submit certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

2.3 NON-ELECTRONIC SUBMITTAL PROCEDURES

A. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.

2. Identification: Attach label on unexposed side of Samples that includes the following:

   a. Generic description of Sample.
   b. Product name and name of manufacturer.
   c. Sample source.
   d. Number and title of applicable Specification Section.

3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
4. **Samples for Initial Selection**: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
   
   a. **Number of Samples**: Submit two full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. One set to be delivered to Architect’s office, the other to the construction trailer at the job site.

5. **Samples for Verification**: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
   
   a. **Number of Samples**: Submit two sets of Samples. One set to be delivered to Architect’s office, the other to the construction trailer at the job site.
      
      1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

B. **Subcontract List**: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
   
   1. Name, address, and telephone number of entity performing subcontract or supplying products.
   2. Number and title of related Specification Section(s) covered by subcontract.
   3. Submit subcontract list in the following format:
      
      a. **Number of Copies**: Four paper copies of subcontractor list, unless otherwise indicated. Architect will return one copy.

C. **Key Personnel Names**: No later than 15 days after date of Notice of Award, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site.
   
   1. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including emergency, office, and cellular telephone numbers and email addresses.
      
      a. **Number of Copies**: Four paper copies of key personnel list, unless otherwise indicated.

D. **Closeout Submittals and Maintenance Material Submittals**: Comply with requirements specified in Division 01 Section "Closeout Procedures."
E. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

2.4 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

2.5 AS-SPECIFIED SUBMITTALS

A. Refer to the Action Submittal paragraph of each technical specification section. Some products submittals are designed as “As-Specified Data”, meaning if products to be incorporated into the Project are “as-specified products” as defined in Part 1, then submit “As-Specified Verification Form” in lieu of “Product Data” identified in the Action Submittal.

1. Do not use “As-Specified Verification Form” unless specifically indicated in detailed product specification.

B. If product to be incorporated into Project is not as specified by name and product designation in Part 2 of the specific Technical Sections, comply with the all Product Data requirements specified.

C. The “As-Specified Verification Form” serves as the submittal for the specific product and no additional technical data is required with the submittal. The specific product technical data is required to be included in the Operation and Maintenance manual. Comply with requirements specified in Section 01 78 23 “Operation and Maintenance Data”.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW


1. Sign and date statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

A. General: Architect will not review submittals that do not bear Contractor's approval and will return them without action.
B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will mark submittal appropriately to indicate action, as follows:

1. Final Unrestricted Release: Where the submittal is marked "Approved," the Work covered by the submittal may proceed provided it complies with the Contract Documents. Final acceptance will depend on that compliance.

2. Final-but-Restricted Release: Where the submittal is marked "Approved as Noted," the Work covered by the submittal may proceed provided it complies both with Architect's notations and corrections on the submittal and the Contract Documents. Final acceptance will depend on that compliance.

3. Resubmit: Where the submittal is marked "Approved, Revise and Return Corrected Copies," the Work covered by the submittal may proceed provided it complies both with Architect's notations and corrections on the submittal and the Contract Documents. Revise submittal according to Architect's notations and corrections and return corrected copies. Final acceptance will depend on that compliance.

4. Rejected: Where the submittal is marked "Rejected," do not proceed with the Work covered by the submittal. Prepare a new submittal for a product that complies with the Contract Documents.

5. Incomplete - Resubmit: Where the submittal is marked "Incomplete, Submit Additional Information," do not proceed with the Work covered by the submittal. Prepare additional information requested, or required by the Contract Documents, that indicates compliance with requirements, and resubmit.

C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Limit information submitted to specific products indicated. Do not submit extraneous matter. Submittals containing excessive extraneous matter will be returned for resubmittal without review.

F. Submittals not required by the Contract Documents may be returned by the Architect without action.

Attachments: Cover Sheet
As-Specified Verification Form
Delegated Design Submittal Form

END OF SECTION 01 33 00
CONTRACTOR: _____________________________________________

SUBMITTAL DATE ___/___/____

Check following as applicable:
☐ First Submission
☐ Re-submission

ARCHITECT: Tetra Tech Architects & Engineers

PROJECT IDENTIFICATION
Architect's Project No.: 73513-16001A
Proj. Name: Window Replacements
Location: County of Oswego

PRODUCT IDENTIFICATION
Specification Section No. ________________________________
A/E Submittal No. ________________________________
Name of Product: ____________________________________________
Name of Manufacturer: _________________________________________

SUBCONTRACTOR
SUPPLIER

RELATIONSHIP TO STRUCTURE
Building Name ________________________________
(Room #) ________________________________ (Room Name)

Contract Drawing No.: ________________________________

DEVIAION FROM CONTRACT DOCUMENTS:

CONTRACTOR COMMENTS:

ARCHITECT'S COMMENTS:

CONTRACTOR'S STAMP

CONTRACTOR’S CERTIFICATION
I CERTIFY THAT THIS SUBMITTAL HAS BEEN REVIEWED AND APPROVED BY THE CONTRACTOR IN ACCORDANCE WITH THE GENERAL CONDITIONS. PRODUCTS/MATERIALS ARE FREE OF ASBESTOS AS REQUIRED BY THE CONTRACT DOCUMENTS.

BY ________________________________

RESERVED FOR USE BY TETRA TECH

ACTION SUBMITTAL:
☐ Approved
☐ Approved As Noted
☐ Approved, Revise and Return Corrected Copies
☐ Rejected
☐ Incomplete, Submit Additional Information

INFORMATIONAL SUBMITTAL:
☐ No Action Taken
☐ Returned for Resubmittal

Reviewed By: ________________________________
Date: ________________________________

Reviewed only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. Review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures.
As-Specified Verification Form

Project Number: 73513-16001A

Project Title: Window Replacements at County of Oswego

Technical Specification Section:
(Include Section Number and Title as shown in Project Manual)

A/E Submittal No.: 

Specified Product: 
(Include manufacturer’s name and product designation)

The undersigned, hereinafter called the Contractor, hereby warrants that the Specified Product listed above will be incorporated into the Project in accordance with requirements specified in the Technical Specification Section identified above without modification or alteration.

By acceptance of this form, Tetra Tech Architects & Engineers (hereinafter called Tetra Tech), agrees that limited submittals identified in the Technical Specification Section identified above are not required, unless otherwise stated in the Submittals article in the Technical Specification Section.

The Contractor is advised that use of this As-Specified Verification Form does not relieve the Contractor from providing remaining submittal documentation required in Technical Specification sections and all information required in Division 1 Closeout section of the Project Manual or from complying with requirements of the General Conditions.

Products/Materials are free of asbestos as required by the Contract Documents.

(Name of Contractor)

(Authorized Signature)

(Date)

RESERVED FOR USE BY TETRA TECH

ACTION SUBMITTAL:

☐ Approved
☐ Rejected

Reviewed By: _______________________
Date: ____________________________

Reviewed only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. Review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures.
DELEGATED DESIGN SUBMITTAL

CONTRACTOR: _________________________________________________________________  SUBMITTAL DATE ___/___/___

DESIGN PROFESSIONAL: ________________________________________________________

ARCHITECT: Tetra Tech Architects & Engineers

PROJECT IDENTIFICATION
Architect's Project No.: 73513-16001A
Proj. Name: Window Replacements
Location: County of Oswego

PRODUCT IDENTIFICATION
Specification Section No.
A/E Submittal No.
Name of Product:
Name of Manufacturer: ____________________________

SUBCONTRACTOR

SUPPLIER

RELATIONSHIP TO STRUCTURE
Building Name
(Room #) (Room Name)

Contract Drawing No.: ____________________________

DEVIATION FROM CONTRACT DOCUMENTS:

RESERVED FOR USE BY TETRA TECH

ACTION SUBMITTAL:
☐ Approved
☐ Approved As Noted
☐ Approved, Revise and Return Corrected Copies
☐ Rejected
☐ Incomplete, Submit Additional Information

INFORMATIONAL SUBMITTAL:
☐ No Action Taken
☐ Returned for Resubmittal

Reviewed By: ____________________________
Date: ____________________________

Reviewed only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. Review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures.

DESIGN PROFESSIONAL’S COMMENTS:

CONTRACTOR COMMENTS:

ARCHITECT’S COMMENTS:

CONTRACTOR’S CERTIFICATION
I certify that this submittal has been reviewed and approved by the Contractor in accordance with the General Conditions.

BY ____________________________

CONTRACTOR’S STAMP

DESIGN PROFESSIONAL’S CERTIFICATION
I certify that I am a design professional currently licensed in New York State and confirm my responsibility for work included in this submittal in accordance with the General Conditions. Further, I certify that to the best of my knowledge, information and belief, the plans and specifications are in accordance with applicable requirements of the New York State Uniform Fire Prevention and Building Code, the State Energy Conservation Construction Code and construction standards of the Education Department.

BY ____________________________

Tetra Tech
Architects & Engineers
SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.

2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.

3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

D. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
E. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 SUBMITTALS

A. Informational Submittals:

1. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:

   a. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect.
   b. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Architect.

2. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

3. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

   a. Specification Section number and title.
   b. Entity responsible for performing tests and inspections.
   c. Description of test and inspection.
   d. Identification of applicable standards.
   e. Identification of test and inspection methods.
   f. Number of tests and inspections required.
   g. Time schedule or time span for tests and inspections.
1.6 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.7 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

G. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed unless otherwise indicated.

1.8 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.

2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
   a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.

4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."

D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.


   1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
   2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
   3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
   4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
   5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
   6. Do not perform any duties of Contractor.
G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
6. Security and protection for samples and for testing and inspecting equipment at Project site.

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.

1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.
3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00
SECTION 01 42 00 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

A. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

B. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

C. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

D. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

E. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project Site.

F. "Provide": Furnish and install, complete and ready for the intended use.

1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

1. When the building code in effect for the Project cites a different edition, comply with the building code-cited edition.
C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

1. AA - Aluminum Association, Inc. (The); www.aluminum.org
5. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
7. ABBA - Air Barrier Association of America; www.airbarrier.org.
9. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
11. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
17. AIA - American Institute of Architects (The); www.aia.org.
28. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
29. ARI - American Refrigeration Institute; (See AHRI).
31. ASCE - American Society of Civil Engineers; www.asce.org.
32. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
34. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
35. ASNT - American Society for Nondestructive Testing; www.asnt.org
36. ASSE - American Society of Safety Engineers (The); www.asse.org.
42. AWI - Architectural Woodwork Institute; www.awinet.org.
44. AWPA - American Wood Protection Association; (Formerly: American Wood-Preservers' Association); www.awpa.com.
47. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
48. BIA - Brick Industry Association (The); www.gobrick.com.
50. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.com.
52. BOCA - BOCA; (Building Officials and Code Administrators International Inc.); (See ICC).
53. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bwfbadminton.org.
54. CDA - Copper Development Association; www.copper.org.
55. CEA - Canadian Electricity Association; www.electricity.ca.
56. CEA - Consumer Electronics Association; www.ce.org.
58. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
60. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
63. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
64. CPA - Composite Panel Association; www.pbmfd.com.
66. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
68. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
69. CSA - Canadian Standards Association; www.csa.ca.
70. CSA - CSA International; (Formerly: IAS - International Approval Services); www.csa-international.org.
71. CSI - Construction Specifications Institute (The); www.csinet.org.
72. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
73. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
74. CWC - Composite Wood Council; (See CPA).
76. DHI - Door and Hardware Institute; www.dhi.org.
78. ECAMA - Electronic Components Assemblies & Materials Association; (See ECA).
79. EIA - Electronic Industries Alliance; (See TIA).
82. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org.
83. ESTA - Entertainment Services and Technology Association; (See PLASA).
84. ETL SEMCO - Intertek ETL SEMCO (Formerly: ITS - Intertek Testing Service NA); www.intertek.com.
86. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
87. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
89. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
96. GS - Green Seal; www.greenseal.org.
98. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
99. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
100. HPVA - Hardwood Plywood & Veneer Association; www.hpva.org.
103. IAS - International Approval Services; (See CSA).
104. ICBO - International Conference of Building Officials; (See ICC).
106. ICEA - Insulated Cable Engineers Association, Inc.; www.ieca.net.
107. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.
108. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
110. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
111. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
112. IESNA - Illuminating Engineering Society of North America; (See IES).
113. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
118. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
119. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
120. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
121. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
123. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
124. ITU - International Telecommunication Union; www.itu.int/home.
125. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
126. LMA - Laminating Materials Association; (See CPA).
129. MCA - Metal Construction Association; www.metalconstruction.org.
133. MIA - Marble Institute of America; www.marble-institute.com.
134. MMPA - Moulding & Millwork Producers Association; (Formerly: Wood Moulding & Millwork Producers Association); www.wmmpa.com.
138. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
142. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
143. NCMA - National Concrete Masonry Association; www.ncma.org.
144. NEBB - National Environmental Balancing Bureau; www.neebb.org.
147. NEMA - National Electrical Manufacturers Association; www.nema.org.
149. NFHS - National Federation of State High School Associations; www.nfhs.org.
151. NFPA - NFPA International; (See NFPA).
155. NLGA - National Lumber Grades Authority; www.nlga.org.
156. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
158. NRCA - National Roofing Contractors Association; www.nrca.net.
159. NRMA - National Ready Mixed Concrete Association; www.nrma.org.
160. NSF - NSF International; (National Sanitation Foundation International); www.nsf.org.
163. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
165. PCI - Precast/Prestressed Concrete Institute; www pci.org.
166. PDI - Plumbing & Drainage Institute; www pdionline.org.
167. PLANET - Professional Landcare Network (Formerly: ACLA - Associated Landscape Contractors of America); www.landcarenetwork.org.
168. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.
174. SAE - SAE International; (Society of Automotive Engineers); www.sae.org.
175. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
176. SDI - Steel Deck Institute; www.sdi.org.
177. SDI - Steel Door Institute; www.steeldoor.org.
179. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
182. SIJ - Steel Joist Institute; www.steeljoist.org.
183. SMA - Screen Manufacturers Association; www.smainfo.org.
184. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
185. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
186. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
196. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
199. TIA - Telecommunications Industry Association; (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
200. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
203. TPI - Turfgrass Producers International; www.turfgrasssod.org.
204. TRI - Tile Roofing Institute; www.tileroofing.org.
205. UBC - Uniform Building Code; (See ICC).
208. ULC - Underwriters Laboratories of Canada; www.ulc.ca.
209. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
211. USBA - United States Badminton Association; www.usabadminton.org.
215. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
216. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
218. WI - Woodwork Institute; (Formerly: WIC - Woodwork Institute of California); www.wicnet.org.
219. WMMPA - Wood Moulding & Millwork Producers Association; (See MMPA).
221. WPA - Western Wood Products Association; www.wwpa.org.
222. WWPA - Western Wood Products Association; www.wwpa.org.

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.

C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. COE - Army Corps of Engineers; www.usace.army.mil.
3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
5. DOE - Department of Energy; www.energy.gov.
6. EPA - Environmental Protection Agency; www.epa.gov.
7. FAA - Federal Aviation Administration; www.faa.gov.
10. GSA - General Services Administration; www.gsa.gov.
14. OSHA - Occupational Safety & Health Administration; www.osha.gov.
15. SD - Department of State; www.state.gov.
D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.


5. DOD - Department of Defense; Military Specifications and Standards; Available from Department of Defense Single Stock Point; http://dodssp.daps.dla.mil.

6. DSCC - Defense Supply Center Columbus; (See FS).

7. FED-STD - Federal Standard; (See FS).


11. MILSPEC - Military Specification and Standards; (See DOD).


15. USAB - United States Access Board; www.access-board.gov.


17. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

E. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CBHF - State of California; Department of Consumer Affairs; Bureau of Electronic Appliance and Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.

2. NYSDEC - New York State Department of Environmental Conservation; www.dec.ny.gov.

3. NYSDOH - New York State Department of Health; www.health.state.ny.us.

4. NYSDOT - New York State Department of Transportation; www.nysdot.gov.

5. NYSERDA - New York State Energy Research and Development Authority; www.nyserda.org.

6. OSHPD - Office of Statewide Health Planning and Development (State of California); www.oshpd.ca.gov.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 42 00
SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
   A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
   B. Refer to Division 01 Section “Project Summary – Project Schedule” for assignment of responsibility for temporary facilities and controls.

1.3 CHARGES
   A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner, Architect, testing agencies, and authorities having jurisdiction.

1.4 QUALITY ASSURANCE
   A. Regulatory Requirements: Comply with governing regulations of authorities having jurisdiction for temporary facilities and controls.
   B. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
   C. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

PART 2 - PRODUCTS

2.1 MATERIALS
   A. Chain-Link Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch-OD line posts and 2-7/8-inch-OD corner and pull posts, with 1-5/8-inch-OD top rails.
   B. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.
2.2 TEMPORARY FACILITIES & STRUCTURES

A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

B. Storage Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
   1. Store combustible materials apart from building.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work, and obtain final approval from Owner on locations. Relocate and modify facilities as required by progress of the Work.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.
   1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Sanitary Facilities: Provide temporary toilets and wash facilities for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
   1. Provide continual supply of toilet paper, paper towels, and soap.
   2. Use of Owner's existing toilet facilities will not be permitted, except at Fulton Office Building as noted in Section 01 10 00.

C. Drinking Water: Provide continual supply of bottled drinking water for use of construction personnel.
   1. Use of Owner’s existing drinking water facilities will not be permitted.
D. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
   1. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
   2. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.

E. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
   1. Connect temporary service to Owner's existing power source, as directed by Owner. Maintain equipment in a condition acceptable to Owner.
   2. Extension Cords: Temporary 3-wire plug-in extensions with grounding features at both ends.

F. Telephone Service: Provide temporary telephone service in field office.
   1. Provide Contractor’s superintendent with cellular telephone or portable two-way radio for use when away from field office.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with paragraph 3.1 above and the following:
   1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
   2. Maintain support facilities until Substantial Completion.

B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
   1. Protect existing site improvements to remain including curbs, pavement, and utilities.
   2. Maintain access for fire-fighting equipment and access to fire hydrants.
   3. Adhere with all traffic and directional rules and regulations on site. Provide flag person as required by construction traffic.

C. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

D. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
   1. Identification Signs: Provide professionally painted, 8-foot by 6-foot exterior grade plywood Project identification sign, with wood frame and all required supports, painted with colors and text; coordinate with Architect and Owner.
E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Division 01 Section "Execution."

1. At the Legislative Office Building, dumpster will need to be located at the street in accordance with the drawings. Contractor will need to secure permit from the City of Oswego and pay the applicable fees associated with this for the duration that the dumpster is required to be located at the site. Coordinate exact location of dumpster with Owner’s representative and City of Oswego.

2. Waste from Construction Operations: Includes materials not intended or necessary for completion of Work, including packing materials, food waste, waste paper, and similar items. Excavated material is not included in this definition.

3. Chutes: Provide enclosed chutes for removal of waste from construction operations from levels above grade level or roof. Remove waste in a controlled manner; materials shall not be dropped or thrown from heights.

4. Remove waste off Owner's property and legally disposal of it. Include in the base bid all costs associated with such removal.

   a. Contractor to perform TCLP testing on waste before disposal and share results with the Owner. Based on results of tests, the Owner may allow material to be disposed of at the Oswego County Bristol Hill Landfill, located at 3125, NYS Route 3, Fulton, NY 13069. If this occurs, Oswego County will waive all tipping fee for hazardous and non-hazardous waste and the contractor will provide a credit to the Owner in the form of a deduct change order for the reduced costs associated with this disposal. If such is allowed, the Contractor is to secure all permits form Oswego County Solid Waste Division. Contact Mark Powell @ 315-591-9200 for required permits and waiver for tipping fees. Contractor shall not mix waste with other projects as County will only provide a tipping fee waiver for waste associated with the Oswego County Window Replacement project.

F. Recycling Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.

1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.

   a. Inspect containers and bins for contamination and remove contaminated materials if found.

2. Packaging:

   a. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.

   b. Polystyrene Packaging: Separate and bag materials.

   c. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site.
3. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

G. Shoring and Bracing: Provide and maintain shoring, bracing, and structural supports, designed by a qualified professional engineer, required to preserve stability and prevent movement, settlement, or collapse of construction and to prevent unexpected or uncontrolled movement or collapse of construction.

H. Staging and Scaffolding: Provide all facilities necessary for supporting materials and personnel in accordance with requirements of authorities having jurisdiction. Ladders, Lifts and Hoists: Provide all equipment and facilities necessary for hoisting materials and personnel, in accordance with requirements of authorities having jurisdiction. Comply with all state and federal regulations including OSHA requirements. Provide fencing and or barriers as required to protect public and restrict unauthorized access to such equipment and facilities. At the end of the work day all ladders and other equipment are to be stored in proper storage/staging areas.

I. Temporary Use of Building Stairs and Elevator Use: Use of building stairs and elevators is not permitted.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

C. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.

D. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.

   1. Extent of Fence: As indicated on Drawings and/or as required by construction operations.

E. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

F. Egress: Maintain egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

G. Comply with NFPA 241; manage fire-prevention program.

   1. Prohibit smoking.
2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.

3.5 MOISTURE AND MOLD CONTROL

A. Moisture-Protection Plan: Avoid trapping water in finished work. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:

1. Protect porous materials from water damage.
2. Protect stored and installed material from flowing or standing water.
3. Keep porous and organic materials from coming into prolonged contact with concrete.
4. Remove standing water from decks.
5. Keep deck openings covered or dammed.

B. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:

1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
2. Keep interior spaces reasonably clean and protected from water damage.
3. Collect and remove waste containing cellulose or other organic matter.
4. Discard or replace water-damaged material.
5. Do not install material that is wet.
6. Discard, replace, or clean stored or installed material that begins to grow mold.
7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.

3.6 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor.
2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 01 50 00
PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
   A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

1.3 DEFINITIONS
   A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1.4 SUBMITTALS
   A. Action Submittals:

1. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

a. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
b. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request.

1) Form of Approval: As specified in Division 01 Section "Submittal Procedures."

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

B. The use of asbestos containing building materials is prohibited.

1. Contractor is responsible for providing closeout documentation certifying no asbestos containing building materials have been used in the Work.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.

2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for review and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. See individual Specification Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.

2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.

3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

4. Where products are accompanied by the term "as selected," Architect will make selection.

6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Products:
   a. Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

2. Manufacturers:
   a. Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

3. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers, or a product by an unnamed manufacturer, that complies with requirements. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

   1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Division 01 Section "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.

2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.

3. Evidence that proposed product provides specified warranty.

4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.

5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00
SECTION 01 73 00 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Examination of conditions.
2. Preparation for construction.
3. Construction layout.
4. Field engineering and surveying.
5. Installation of the Work.
6. Cutting and patching.
7. Progress cleaning.
8. Starting and adjusting.
10. Correction of the Work.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 SUBMITTALS

A. Informational Submittals:

1. Qualification Data: For professional engineer.

1.5 QUALITY ASSURANCE

A. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated.
B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.

2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Project Management and Coordination."

3.3 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces, unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

   1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.

   2. Allow for building movement, including thermal expansion and contraction.

   3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

   1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of work to be cut.
D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.

5. Proceed with patching after construction operations requiring cutting are complete.

H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

2. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

   a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
3. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

4. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.


2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.

3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
   a. Use containers intended for holding waste materials of type to be stored.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.

2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Division 01 Section "Temporary Facilities and Controls."

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.6 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.8 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Architect may issue “Construction Deficiency Report” for items identified by Architect as needing correction. Promptly repair or remove and replace defective construction identified in Construction Deficiency Report. Provide written notification to Architect when identified item has been corrected.

C. Restore permanent facilities used during construction to their specified condition.

D. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

E. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

F. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01 73 00
SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

1.3 SUBSTANTIAL COMPLETION PROCEDURES

A. Submittals prior to Substantial Completion complete the following before Contract-scheduled date of Substantial Completion:

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, electrical inspection reports, preliminary balance reports, and similar releases.

2. Submit notarized letter on Contractor’s letterhead certifying no asbestos containing building materials have been used in the Work. Also include a copy in the O&M Manuals.

3. Submit test/adjust/balance records. Also include a copy in the O&M Manuals.

4. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

B. Procedures Prior to Substantial Completion: Complete the following before Contract-scheduled date of Substantial Completion:

1. Advise Owner of pending insurance changeover requirements.

2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.

3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion. Maintenance to be performed by a factory authorized service representative so as not to void the equipment warranty.

5. Advise Owner of changeover in heat and other utilities.

6. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

7. Complete all items on any Field Observation and Construction Deficiency Reports and submit a copy of the reports to the Architect / [Construction Manager] identifying how each item was addressed in detail, including the date of completion.

8. Complete final cleaning requirements as specified below, including touchup painting.

9. Repair and restore marred exposed finishes to eliminate visual defects.

C. Inspection: No later than 14 days prior to the Contract-scheduled date of Substantial Completion, the Contractor shall issue a letter to the Architect and confirming their work is ready for the Substantial Completion inspection. No later than seven days after Contract-scheduled date of Substantial Completion (including authorized adjustments), the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. Absence the contractor letter confirming readiness of work, the Architect may elect to postpone the substantial completion inspection.

1. Additional inspections: Request additional Substantial Completion inspections when the work that was not complete for the scheduled Substantial Completion Inspection is now ready to inspect.

   a. Costs for such additional Substantial Completion Inspections will be deducted from sums otherwise due the Contractor by deduct Change Order

2. Results of completed inspection will form the basis of requirements for final completion.

1.4 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before final inspection for determining final completion, complete the following:

1. Submit copy of Architect's Substantial Completion inspection list of items to be completed or corrected. The copy of the list shall state that each item has been completed or otherwise resolved for acceptance, what corrective action was taken, and the date of completion. Items that are in dispute shall have an explanation attached.

2. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Division 01 Section "Demonstration and Training."
3. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, property surveys, and similar final record information.

4. Submit closeout submittals specified in individual Specification Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

5. Submit maintenance material submittals specified in individual Specification Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Owner. Label with manufacturer's name and model number where applicable. All keys shall be tagged and labeled.

6. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.

7. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."

B. Inspection: No later than seven days after the Contract-scheduled date for final completion, Architect will proceed with the Final Completion Inspection. The Architect will review the final Certificate for Payment after the inspection or will notify the Contractor of the outstanding items that must be completed or corrected before the certificate will be processed.

1. Reinspection: the contractor will request reinspection when the Work identified in previous inspections as incomplete has been completed or corrected. The Owner, Architect, reserve the right to add items to the Substantial / Final Completion Inspection list as long as it is part of the contractors contract work. The contractor is required to complete all contract requirements prior to the Final Completion Inspection to avoid any further re-inspection cost.

   a. Costs for such reinspections and any costs for extension of the Architect’s services will be deducted from sums otherwise due the Contractor.

1.5 SUBMITTAL OF PROJECT WARRANTIES

A. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual. Regardless of phasing, warrantee’s for all equipment and systems on the Project are to start no sooner than the Completion and Acceptance of all items on the Substantial Completion Inspection Report. Each Contractor is required to provide the extended warranties for all equipment / materials that has been turned over and accepted by the owner for use regardless of the phased completion of the Project.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.

3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

4. Provide in formats as indicated below:
   a. Two (2) hard copies as listed above.
   b. Two (2) electronic copies, PDF format on DVD.

B. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
   a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
   b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
   c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
d. Remove tools, construction equipment, machinery, and surplus material from Project site.

e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.

f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.

g. Sweep concrete floors broom clean in unoccupied spaces using sweeping compound that is compatible with new finishes.

h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.

i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.

j. Remove labels that are not permanent.

k. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

l. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.

m. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.

n. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.

o. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.

p. Leave Project clean and ready for occupancy.

C. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Temporary Facilities and Controls."

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before inspection for determination of Substantial Completion.
B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to condition acceptable to Owner.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.

2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
   a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 01 77 00
SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals.

1.3 INFORMATIONAL SUBMITTALS

A. Closeout Submittals:

1. Operation and Maintenance Manuals

   a. Format: Submit two copies of operations and maintenance manuals as listed below:

      1) Two (2) hard copies as listed below.
      2) Two (2) electronic copies, PDF format on flash drive.

PART 2 - PRODUCTS

2.1 REQUIREMENTS FOR OPERATION AND MAINTENANCE MANUALS

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title Page: Include the following information:

   a. Subject matter included in manual.
   b. Name and address of Project.
   c. Date of submittal.
   d. Name and contact information for Contractor.

2. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

   a. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
3. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

B. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents.
   a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
   b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.

3. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
   a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
   b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 OPERATION AND MAINTENANCE MANUALS

A. Operation Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

   a. Product name and model number. Use designations for products indicated on Contract Documents.
   b. Manufacturer's name.
   c. Equipment identification with serial number of each component.
   d. Equipment function.
   e. Complete nomenclature and number of replacement parts.
2. Operating Procedures: Include the following, as applicable:
   a. Startup procedures.
   b. Routine and normal operating instructions.
   c. Regulation and control procedures.
   d. Normal shutdown instructions.
   e. Seasonal and weekend operating instructions.
   f. Special operating instructions and procedures.

3. Emergency Procedures: Include the following, as applicable:
   a. Instructions on stopping.
   b. Shutdown instructions for each type of emergency.
   c. Operating instructions for conditions outside normal operating limits.
   d. Special operating instructions and procedures.

4. Wiring diagrams.

5. Control diagrams.

6. Piped system diagrams.

7. Precautions against improper use.

8. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

B. Maintenance Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, manufacturers’ maintenance documentation, maintenance and service schedules, spare parts list and source information, maintenance service contracts, repair materials and sources, and warranties and bonds, as described below.

1. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

2. Product Information: Include the following, as applicable:
   a. Product name and model number.
   b. Manufacturer's name.
   c. Color, pattern, and texture.
   d. Material and chemical composition.
   e. Reordering information for specially manufactured products.
3. Maintenance Procedures: Include manufacturer's written recommendations and the following:
   a. Inspection procedures.
   b. Types of cleaning agents to be used and methods of cleaning.
   c. List of cleaning agents and methods of cleaning detrimental to product.
   d. Schedule for routine cleaning and maintenance.
   e. Repair instructions.

4. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
   a. Standard maintenance instructions and bulletins.
   b. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
   c. Identification and nomenclature of parts and components.
   d. List of items recommended to be stocked as spare parts.

5. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
   a. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
   b. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

6. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

7. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

8. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

9. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
   a. Include procedures to follow and required notifications for warranty claims.
PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

B. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

C. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of operation and maintenance manuals.

D. Submittals: Include copy of each product submittal approved by Architect.

1. If the “As-Specified Verification Form” was used as the product submittal, include all pertinent product data as described in Part 2 of this Section.

E. Material Safety Data Sheets (MSDS): Include copy of MSDS for each product installed.

F. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 01 78 23
SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Miscellaneous record submittals.

1.3 INFORMATIONAL SUBMITTALS

A. Closeout Submittals:

1. Record Drawings: Submit set of marked-up record drawings. Provide each drawing, whether or not changes and additional information were recorded. Comply with the following:

   a. One (1) full size set of the original, marked-up record drawings.
   b. Two (2) electronic copies, in color, in PDF format on flash drives. PDFs to be saved and submitted as one file.

B. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit two paper copies of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Drawings: Architect will provide Contractor with one set of Contract Drawings at beginning of Work at no cost.

1. Preparation: Mark record drawings to show the actual installation where installation varies from that shown originally.

   a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
   b. Accurately record information in an acceptable drawing technique.
c. Record data as soon as possible after obtaining it.
d. Record and check the markup before enclosing concealed installations.

2. Content: Types of items requiring marking include, but are not limited to, the following:

a. Dimensional changes to Drawings.
b. Revisions to details shown on Drawings.
c. Revisions to routing of piping and conduits.
d. Revisions to electrical circuitry.
e. Locations of concealed internal utilities.
f. Changes made by Addendum.
g. Changes made by Architect's Supplemental Instruction (ASI) forms.
h. Changes made by Change Order or Construction Change Directive.
i. Changes made following Architect's written orders.

3. Mark record sets with red, permanent marker.

B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Indicate name of Contractor.

2.2 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Maintenance of Record Documents and Samples: Store record documents in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's and Owner reference during normal working hours.

END OF SECTION 01 78 39
SECTION 01 79 00 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:

1. Demonstration of operation of systems, subsystems, and equipment.
2. Training in operation and maintenance of systems, subsystems, and equipment.
3. Demonstration and training video recordings.

1.3 SUBMITTALS

A. Closeout Submittals:

1. Attendance Record: For each demonstration and training session, submit list of participants, subjects covered, and length of instruction time.

2. Demonstration and Training Video Recordings: Submit two copies of each demonstration and training session.

   a. Identification: On each copy, provide an applied label with the following information:

      1) Name of Project.
      2) Name of Architect.
      3) Name of Construction Manager.
      4) Name of Contractor.
      5) Name of service representative providing training.
      6) Name of instructor.
      7) Date of video recording.

1.4 QUALITY ASSURANCE

A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.
1.5 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training for each system and for equipment not part of a system, as required by individual Specification Sections. Include instruction for the following as applicable to the system, equipment, or component:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
   a. System, subsystem, and equipment descriptions.
   b. Operating standards.

2. Documentation: Review the following items in detail:
   a. Manuals.
   b. Warranties and bonds.

3. Operations: Include the following, as applicable:
   a. Startup procedures.
   b. Routine and normal operating instructions.
   c. Regulation and control procedures.
   d. Safety procedures.
   e. Normal shutdown instructions.
   f. Operating procedures for emergencies.
   g. Seasonal and weekend operating instructions.
   h. Special operating instructions and procedures.

4. Adjustments: Include the following:
   a. Noise and vibration adjustments.
   b. Economy and efficiency adjustments.

5. Troubleshooting: Include the following:
   a. Diagnostic instructions.
   b. Test and inspection procedures.

6. Maintenance: Include the following:
   a. Types of cleaning agents to be used and methods of cleaning.
   b. Procedures for routine cleaning
   c. Procedures for preventive maintenance.
   d. Procedures for routine maintenance.
7. Repairs: Include the following:
   a. Diagnosis instructions.
   b. Repair instructions.

PART 3 - EXECUTION

3.1 INSTRUCTION

   A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain
      systems, subsystems, and equipment not part of a system.

   B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires
      seasonal operation, provide similar instruction at start of each season.

      1. Schedule training with Owner with at least seven days' advance notice.

3.2 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

   A. Video: Provide minimum 640 x 480 video resolution converted to format file type acceptable
      to Owner, on electronic media.

      1. Electronic Media: Read-only format compact disc acceptable to Owner, with
         commercial-grade graphic label.

   B. Preproduced Video Recordings: Provide video recordings used as a component of training
      modules in same format as recordings of live training.

END OF SECTION 01 79 00
SECTION 02 82 00 – ASBESTOS ABATEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Asbestos abatement quality assurance requirements, including personnel training and certification.

2. Work sequence requirements.

3. Personnel protective equipment.

4. Construction facilities and temporary controls for asbestos abatement, including containment barriers, engineering controls and decontamination facilities to ensure contamination from areas where abatement activities occur does not migrate to other areas.

5. Procedures for performing asbestos-containing material abatement, including (but not limited to) repair of existing flooring surfaces after completion of abatement.

6. Project monitoring and testing services for asbestos abatement, including requirements for air sampling and monitoring during asbestos abatement activities.

7. Requirements for transport and disposal of asbestos abatement waste materials by legal and appropriate means.

B. In accordance with 8 NYCRR 155 and ICR 56 asbestos testing has been performed in areas to be disturbed by scheduled renovation or demolition. Testing information is available for review at the Owner’s administrative offices.

1.3 CODES AND REFERENCES

A. The following codes and references apply:


B. Failure to expressly refer to applicable code, regulation, standard, law and ordinance within Contract Documents does not imply that applicable regulatory requirements are not applicable to the Project.

1.4 DEFINITIONS

A. Refer to 12 NYCRR Part 56–2.1 for standard definitions. Additional terms are as follows:

1. Asbestos Abatement Work: Encapsulation, enclosure, repair, removal and disposal of asbestos-containing materials in accordance with all applicable codes, regulations, standards, laws and ordinances.

2. Dust and Debris: Visible particles, fragments, or chunks of material, large enough to have settled in the work area by virtue of their weight, that are presumed to have originated from the material abated by the response action, or from a fiber release episode.

3. Manual Removal: Removal work undertaken using only manually powered equipment such as scrapers, brushes, spud bars, etc. Manual removal does not include tools that are powered by electrical motors, compressed air, hydraulic fluid, combustion engines, etc.

4. Residue: Visible material which remains on the abated surface due to incomplete removal and cleaning.

5. Unremoved Material: Any material which was required to be removed by a response action but remains substantially undisturbed.

6. Visual Inspection: The activities associated with detecting the presence of visible residue, dust and debris, or unremoved material and verifying the absence thereof at the completion of a response action.

1.5 ACRONYMS

A. ACM: Asbestos Containing Materials.

B. HEPA: High Efficiency Particulate Air filter which is capable of trapping and retaining 99.97 percent of all mono-dispersed particles of 0.3 microns in diameter or larger.

C. NAD: No Asbestos Detected.

D. NOB: 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.

E. PPE: Personal Protective Equipment.
F. RACM: Regulated Asbestos Containing Material.

G. TSI: Thermal System Insulation.

1.6 SUBMITTALS, GENERAL

A. Submit all action submittals and informational submittals (except Employee Training and Certification Documentation) required by this Section concurrently.

1.7 PRE_ABATEMENT SUBMITTALS

A. Product Data: For each type of product indicated. Submit MSDS and SDS for each type of chemical to be utilized. Include a summary table or narrative detailing the intended usage of each chemical/product.

1. Respirators.
2. Protective clothing.
3. Encapsulants.
4. Fire Rated Caulking or Expansion Foams

B. Quality Control Submittals:

1. USEPA Notification, including all updates.
2. NYSDOL Notification, including all amended notifications.
3. Copy of ICR 56 Notification to Building Occupants
4. NYSDEC “Industrial Waste Hauler Permit”.
5. NYSDOL Asbestos Handling License.
6. Proposed Specific Variances from ICR 56.
7. Approved Specific Variances from ICR 56.
8. Work-plan identifying work areas, local exhaust system locations, areas of proposed decontamination units, waste trailers, temporary power/utility, barriers, and boundaries of each regulated area.

1.8 POST-ABATEMENT SUBMITTALS

A. Waste Manifests for RACM and Trip Tickets for all other waste.

B. Results of any bulk sample analysis, area air sample analysis or OSHA compliance air sample analysis.

C. Copy of Project record.
D. Copy of the supervisor Project log, including training and certification documentation for all workers and supervisors who performed any work on site during the course of the project.

E. Record drawings, which identify:
   1. The extents of each abatement work area.
   2. All locations where asbestos materials were removed.
   3. Amount of asbestos materials removed, per location.
   4. Where partial removal occurred, the amount of remaining asbestos material, per location.

1.9 QUALITY ASSURANCE

A. Qualifications:
   1. Asbestos Abatement Firm:
      a. Licensing: Possess valid Asbestos-Handling License issued by Commissioner of Labor of New York State.
      b. Supervision: Full-time, on-site supervisor for each site.
      c. Personnel Training Requirements. Provide, to Project Monitor, valid training and certification documentation for new employees prior to employees beginning work.
         1) Abatement Personnel: Successfully completed USEPA asbestos handler training course (initial or refresher) or USEPA approved asbestos contractor supervisor course (initial or refresher) within the previous 12 months, in accordance with 40 CFR 763. Acceptable documentation is the NYSDOH form DOH - 2832.
         2) Abatement Supervisory Personnel: Successfully completed USEPA asbestos contractor/supervisor training course (initial or refresher) within previous 12 months, in accordance with 40 CFR 763. Acceptable documentation is the NYSDOH form DOH - 2832.
      d. Personnel Certification Requirements:
         1) Abatement Personnel: Possess valid asbestos handling certificate or valid asbestos supervisor certificate, issued by New York State Department of Labor in accordance with ICR 56.
         2) Abatement Supervisory Personnel: Possess valid asbestos supervisor certificate issued by New York State Department of Labor in accordance with ICR 56.
2. Project Monitoring and Air Sampling Firm:
   a. Employed by Owner with valid asbestos handling license issued by NYSDOL and employing individuals performing project monitoring and air sampling duties possessing asbestos handling certificates issued by NYSDOL for following categories:
      1) Asbestos Air Sampling Technician.
      2) Asbestos Project Monitor.
   
   b. Contractor responsible for abatement shall not perform air sampling (except for OSHA compliance sampling) or project monitoring. Contractor shall notify Owner and Architect of any conflict of interest between itself and party responsible for project air sampling and monitoring.

3. Laboratories Performing Phase Contrast Microscopy (PCM) Air Sample Analysis (By Owner):
   a. Possess valid Environmental Laboratory Approval Program (ELAP) certificate issued by New York State Department of Health for category of Environmental Analysis/Air and Emissions, subcategory of Asbestos Fibers.
   
   b. Enrolled in American Industrial Hygiene Association’s Proficiency Analytical Testing Program for PCM.
   

4. Laboratories Performing Transmission Electron Microscopy (TEM) Air Sample Analysis (By Owner):
   a. Possess valid Certificate of Accreditation issued by United State Department of Commerce’s National Institute of Standards and Technology (NIST) for Airborne Asbestos Fiber Analysis.

5. Laboratories Performing Polarized Light Microscopy (PLM) and Transmission Electron Microscopy (TEM) Bulk Sample Analysis (By Owner):
   a. Possess valid Environmental Laboratory Approval Program (ELAP) certificate issued by New York State Department of Health for the category of Environmental Analysis / Solid and Hazardous Waste, subcategory of Asbestos in Friable Material and/or Non-Friable Material appropriate to analysis performed.
   
   b. Possess valid Certificate of Accreditation issued by United States Department of Commerce’s National Institute of Standards and Technology (NIST) for Bulk Asbestos Fiber Analysis.

B. Regulatory Requirements: Comply with all federal, state, and local codes, laws, ordinances, standards and regulations applicable to asbestos abatement work, transport and disposal, including (but not limited to) standards referenced in "Codes and References" Article.
1.10 NOTIFICATIONS

A. Comply with the following notification requirements:

1. New York State Department of Labor: Submit notification to Division of Safety and Health Asbestos Control Bureau as required in ICR 56 such that notification is received not fewer than 10 days prior to commencement of Project. Include payment of all related notification fees and other notification expenses.

2. United States Environmental Protection Agency (USEPA): Submit notification to USEPA at following address such that notification is received not fewer than 10 days prior to commencement of Project:

   Asbestos NESHAP Coordinator
   Air & Waste Management Division
   USEPA Region 2
   26 Federal Plaza
   New York, New York 10278

3. Building Occupant Notification: Provide notification to building occupants not fewer than 10 days prior to mobilization or start of preparation work. Ensure notifications are posted in accordance with ICR 56, and remain in place. Contractor shall be responsible for maintaining and replacing notifications if damaged or removed.

1.11 VARIANCES

A. Variances from ICR 56: Use any Applicable Variances issued by New York State Department of Labor (NYSDOL) and any Specific Variances issued by NYSDOL and approved by the Owner and Architect. Remain solely responsible for complying with provisions of variances used.

1. Obtain any and all variances from ICR 56 which may be necessary or desired to perform the Work.

2. Contractor-Obtained Variances: Provide copies of all Petitions for Variance requested by Contractor or subcontractors to Owner and Architect prior to submission of Petition for Variance to NYSDOL.

   a. Comply with following requirements for all Petitions for Variance:

      1) Provide adequate protection from contaminating areas outside work area.
      2) Provide adequate relief from air sampling requirements, including relief from air sampling requirements on days when no active abatement work occurs.
      3) Conform to overall design criteria for Project.
      4) Protect facility from damage as result of conditions of Petition for Variance.

   b. Contractor retains responsibility for providing all additional conditions, equipment, and other provisions imposed by NYSDOL as part of NYSDOL acceptance of Petition for Variance.
c. Extensions of time for performance of asbestos abatement work will not be granted to compensate for NYSDOL review of Contractor-obtained variances.

d. Contractor is responsible for all fees and expenses related to submission of any Petitions for Variance.

1.12 PROJECT CONDITIONS

A. Project/Site Access Limitations: Restrict access to all work areas. Immediately report any access by unauthorized individuals to Owner and Project Monitor.

1.13 PRE-FIRE PLAN

A. Pre-Fire Plan, indicating primary and secondary emergency escape routes from the work area, local exhaust system locations, decontamination units, waste-out units, access tunnels, temporary facilities, location of fire extinguishers, and location of negative air emergency disconnect switch (if required).

B. Plan shall be reviewed with all personnel to enter the work area and shall be posted in the decon area as well as in the work area.

1.14 ASBESTOS LOGS/PROJECT RECORD

A. Maintain a project log as part of ICR 56 during the abatement phase of the work with all information required by ICR 56 and as described herein.

B. Make project log available on site at all times when a project as defined by ICR 56 is active.

C. At a minimum, comply with ICR 56 requirements and as follows:

1. Asbestos Abatement Contractor Project Log (Supervisor’s Daily Project Log): As per 12 NYCRR 56-7.3.

2. Non-abatement Asbestos Contractor responsible for Air Sampling (Air Sampling Log): As per 12 NYCRR 56-4.5.

3. Non-abatement Asbestos Contractor responsible for Project Monitoring (Project Monitoring Log):
   a. Name of the firm and the certified Project Monitor(s) performing project monitoring duties.
   b. Dates of project.
   c. Observations, per work area regarding:
      1) The stage of completion of the work.
      2) Schedule concerns.
3) Work that may be out of compliance with project documents or pertinent asbestos regulations.
4) Asbestos abatement contractor corrections to barriers/required cleaning of areas outside of the work area.
5) Removal of work area containment by asbestos abatement contractor.
6) Hidden conditions.
7) Other relevant information.

d. Information about potential change orders or work performed for which the asbestos abatement contractor contends is outside the scope of work.

e. Coordination with asbestos abatement contractor or others to resolve identified issues.

f. Resolution of identified issues.

g. Project Monitor final visual inspections and final clearance.

h. At a minimum, document project observations and other information by work area and day with additional entries to accurately describe the project status.

4. Where the same non-abatement asbestos contractor is responsible for both air sampling and project monitoring, one project log containing all required components of the Air Sampling Log and the Project Monitoring Log shall suffice.

D. Project Record: At all sites where there is an active project, a project record is required as per ICR 56-3.4 (a) (2).

1. The asbestos abatement contractor shall act as the Owner’s representative as it relates to responsibility for the following portions of the Project Record required by ICR 56-3.4 (a) (2):

   a. Copies of licenses of all entities involved with the project.
   b. Copies of all supervisors and handler certificates.
   c. Copies of notifications and amendments.
   d. Copies of all variances, amendments and re-openings being used for the project.
   e. A copy of all air sampling results, including method of analysis, by date for the entire asbestos project, organized by regulated abatement work area.
   f. The supervisor’s daily log with entry/exit logs organized by date.
   g. All bulk sample data including all asbestos inspections and surveys completed for affected portions of the building, structure and work site.

2. The asbestos contractor performing air sampling on this Project shall act as the Owner’s representative as it relates to responsibility for the following portions of the Project Record required by ICR 56-3.4 (a) (2):

   a. 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.
3. The asbestos contractor performing project monitoring on this project shall act as the Owner’s representative as it relates to responsibility for the following portions of the Project Record required by ICR 56-3.4 (a) (2):

a. A copy of the Project Monitor’s daily logs during abatement (if a Project Monitor is used on the project).

1.15 SEQUENCING AND SCHEDULING

A. Timing of Abatement Preparation and Removal Operations:

1. Coordinate abatement preparation and removal work to allow for removal or demolition work by other entities, prior to commencing abatement preparation or removal activities, where such activities will not disturb ACM.

2. Where items scheduled to be removed, relocated, or demolished by others will impact ACM, coordinate with other entities regarding temporary relocation of these items during abatement activities. Work that will disturb ACM must be performed by the Contractor responsible for abatement activities.

B. Completion: Complete Asbestos Abatement Work in accordance with construction schedule requirements specified in Division 01 Section “Summary” with each phase considered distinct and separate for purpose of schedule and substantial completion.

1. Substantial Completion of a phase occurs when all of the following occur:

   a. All components of the phase have passed visual inspection by Project Monitor.
   b. Satisfactory clearance air sampling is achieved for each portion of the phase.
   c. All containment barriers have been removed.
   d. Areas are returned to Owner.

2. If Contractor fails to achieve substantial completion within specified schedule requirements, all costs associated with extension of schedule, including (but not limited to) Architect time and expenses, air sampling costs, project monitoring costs, direct costs incurred by Owner, and costs to accelerate sample analysis shall be deducted from final payment.

C. Restrictions on Working Hours: Schedule work only during regular working hours, as established for Project. Do not use overtime or multiple shifts with "overtime" defined as any time in excess of 8 hours in single day, work on weekends, or work on holidays.

D. Changes in Working Hours: Advise Project Monitor of any changes in hours or days which Contractor will be on site, at least 24 hours prior to change. Contractor retains all liability resulting from Contractor’s failure to make required notification.

E. Security: Contractor shall maintain the security of the work areas for which they are performing work in, have modified the existing facilities, or are utilizing for staging area.
PART 2 - PRODUCTS

2.1 NON-ASBESTOS PRODUCTS

A. No products containing asbestos may be used on this project, including but not limited to the following: for temporary construction, work area containment, restoration or renovation work.

2.2 EQUIPMENT

A. Respirators: Provide respirators jointly approved as acceptable for protection by National Institute for Occupational Safety and Health (NIOSH) under provisions of 30 CFR Part 11.

2. Provide respirators, filters and ancillary supplies as required for employees and authorized visitors.
3. Account for hazards other than asbestos in respirator selection.

B. Protective Clothing: Provide disposable protective clothing complying with requirements of 29 CFR 1926.1101 that is disposed of after one use. Provide disposable clothing as required for employees and authorized visitors.

C. Asbestos Abatement Construction Facilities and Controls: Provide all materials and equipment in compliance with requirements of:

1. NYS Industrial Code Rule 56.
2. 29 CFR 1926.1101.

D. Project Monitoring and Testing Services Equipment (By Owner):

1. Transmission Electron Microscopy (TEM) Air Sampling Cassettes: Use commercially available 25 mm or 37 mm cassettes.
   a. Filter Media: Use sample collection filters which are either:
      1) Polycarbonate with pore size less than or equal to 0.4 micrometers; or
      2) Mixed cellulose ester having pore size less than or equal to 0.45 micrometers.

2. Phase Contrast Microscopy (PCM) Air Sampling Cassettes: Use commercially available 25 mm cassettes.
   a. Filter Media: Use mixed cellulose ester sample collection filters with pore size of 0.8 micrometers.

3. Use only new cassettes. Reloaded cassettes are not acceptable.
2.3 ENCAPSULANTS

A. Encapsulants shall conform to USEPA requirements, shall contain no toxic or hazardous substances and no solvent.

2.4 FIRE RATED SEALANTS

A. All sealants to be used shall meet minimum 2-hour fire rating as per ASTM E-814.

B. Sealant shall be either a polyurethane based expansion foam or a silicone based caulk system.
   1. Fire-rated expansion foams shall be manufacturer-colored pink so as to identify its rating. Acceptable products include:
      a. ABESCO FP200 Fire Rated Expansion Foam,
      b. FlameShield Fire Rated Expansion Foam, or
      c. Pyroplex-Fire Rated Expanding Foam.
   2. Fire-rated caulking materials are not required to be manufacturer-colored pink. Acceptable products include:
      a. DAP Fire-Stop Fire Rated Silicon Sealant, and
   3. Fire-rated caulking may require the use of backer material per manufacturer instructions.

C. All sealants shall be applied per manufacturer instructions.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Beginning installation constitutes Contractor’s acceptance of substrates and conditions.

3.2 GENERAL REQUIREMENTS

A. The Contractor shall not permit eating, smoking, drinking, chewing or applying cosmetics in the regulated area.

3.3 PROTECTION

A. Provide personal protective equipment as required by 29 CFR 1926.1101 at no cost to employees or authorized visitors.
B. Institute respirator program in accordance with 29 CFR 1910.134 (b), (d), (e) and (f).

C. Use protective clothing and respirators whenever asbestos containing materials are being disturbed, abated, cleaned up, containerized or stored in vehicle or container used to transport waste to landfill.

D. Institute medical surveillance program in accordance with 29 CFR 1926.1101 for all employees performing or supervising asbestos handling work, entering work area containment, or using respirator.

3.4 PREPARATION

A. Perform all preparation work in accordance with Industrial Code Rule 56 and 29 CFR 1926.1101.

B. Do not begin asbestos abatement activities until all of following have occurred:

1. Monitoring Firm has completed background air sampling as required.
2. All preparation work, including installation of decontamination enclosure systems and engineering controls (ex. negative air pressure equipment, etc.) is complete.
3. The Project Monitor has inspected containment area.
4. The Project Monitor has given written authorization to proceed.

C. Decontamination Facilities And Practices

1. The Contractor shall establish a decontamination area in accordance with ICR 56 for the decontamination of employees, material and equipment. The Contractor shall ensure that employees enter and exit the regulated area through the decontamination area.

2. Decontamination Facility – Remote

   a. Construct decontamination facilities in accordance with ICR 56 and as follows:

      1) Personal decontamination facility minimum requirements:

         a) Where remote decontamination facilities are allowed, construction of the decontamination facility shall include an additional airlock after the equipment room and which shall include a lockable door. An additional airlock is required at the entrance to the containment / regulated area and shall include a lockable door.

      2) Waste decontamination facility minimum requirements

         a) Where remote decontamination facilities are allowed in small and large work areas shall have a washroom constructed between the work area and airlock.
D. Large and Small Asbestos Work Area Preparation - Interior Work:

1. Ensure occupants vacate work area prior to starting preparation. Post caution signs at all approaches to asbestos abatement work area.
   a. Do not conduct asbestos abatement activities in occupied buildings. Provide exits from isolated portion of building that do not pass through occupied portions of building. Physically separate and seal ventilation systems passing through occupied portions of building at isolation barrier.

2. Shut down and secure electric power to asbestos abatement work area. Provide temporary power and lighting in accordance with all applicable codes and requirements of project schedule.
   a. Ensure all power to asbestos abatement work area from outside area passes through ground-fault interrupter at source of power.
   b. Confirm which electrical circuits that pass through the asbestos abatement work area, but do not serve the asbestos work area, cannot be shut down.
   c. If electrical circuits, machinery or other electrical systems pass through, but do not service the work area and cannot be shut down, isolate, protect and label such systems as per ICR 56-7.7 (a).

3. Install or construct a personal decontamination enclosure system fully complying with ICR 56-7.5.
   a. Secure personal decontamination enclosure system to prevent unauthorized entry.
   b. Remote decontamination system enclosures shall only be used when allowed by ICR 56, or if a petition for variance from ICR 56 is accepted by Owner and Architect and approved by NYSDOL.
      1) Confirm that remote decontamination enclosure system location will allow access to regulated work areas without adversely affecting use of the building by Owner or other entities.
      2) Provide additional airlocks as required by ICR 56.

4. Shut down and isolate heating, ventilating and air conditioning systems.

5. Pre-clean and remove all movable objects. Pre-clean all fixed objects and other items to remain and enclosed with two distinct and separate layers of plastic sheeting. Pre-clean asbestos abatement work area.

6. Install isolation barriers in accordance with ICR 56-7.11.
7. Install negative pressure equipment fully complying with ICR 56-7.8.
   a. Provide a manometer for all OSHA Class I work areas.
      1) Maintain a minimum of –0.02 column inches of water pressure differential relative to pressure outside the work area.
      2) Document the manometer reading at least twice per work shift.
      3) At a minimum, provide four air changes per hour or as modified by ICR 56 or a specific variance for particular materials, containment or other requirements.

8. Maintain emergency and fire exits from asbestos abatement work area in accordance with all applicable codes.

9. Shut down elevators that run through asbestos abatement work area or isolate them in accordance with ICR 56-7.11.

10. Install or construct waste decontamination enclosure system fully complying with ICR 56-7.5 and secure to prevent unauthorized entry.
    a. Waste decontamination system enclosures shall be constructed and functional prior to completion of work area preparation.
    b. Where a remote personal decontamination system enclosure is allowed comply with the following additional requirements:
       1) Small and Large Size Regulated Abatement Work Areas: Construct an additional chamber attached to the regulated work area for use in conjunction with the existing airlock as a contiguous waste decontamination enclosure.
       2) Minor Size Regulated Abatement Work Area: No additional chamber required.

E. Negative Pressure Tent Enclosures:

1. Negative pressure tent enclosures may be used in the following circumstances:
   a. Any amount of gross abatement of exterior and interior non-friable ACM.
   b. Any amount of glovebag abatement of friable TSI.
   c. Gross abatement of Minor or Small amounts of friable ACM.

2. Construct negative pressure tent regulated abatement work area enclosures as per ICR 56-7.11 (f) (1).
F. Exterior Project Removal of Non-friable ACM Roofing, Siding, Caulking, Glazing Compound, Transite, Tars, Sealers, Coatings, and Other NOB ACMs:

1. Perform preparation work in accordance with ICR 56-11.6.

2. Ensure that the materials are maintained in a non-friable condition and that debris does not fall into the building. Contractor shall be responsible for any additional provisions required by failure to comply with these provisions.

G. Plasticizing Floors, Walls and Ceilings:

1. Plasticize and seal floors, walls and ceilings as per ICR 56-7.11 or as modified elsewhere in ICR 56 or in accordance with a specific variance from ICR 56 which is approved by NYSDOL and accepted by the Owner and Architect.

H. Pre-Abatement Settling Period: For all Small and Large size regulated abatement work areas where negative pressure equipment is required, upon completion of construction of all isolation barriers and decontamination system enclosures, including the establishment of the negative air system and prior to beginning actual abatement activities, at a minimum, allow 4-hour settling period to insure that barriers remain intact and secured to walls and fixtures.

3.5 ABATEMENT PROCEDURES

A. Perform all asbestos abatement work in accordance with ICR 56 and 29 CFR 1926.1101.

B. Work Area Entry and Exit Procedures: All personnel enter and exit asbestos abatement work area through personal decontamination enclosure system. Post pertinent regulations, personal protection requirements, work area entry and exit procedures, and emergency procedures in clean room.

1. Entry/Exit Log: Ensure all persons sign Entry/Exit Log for each entry and exit. Include at least the following information in Entry/Exit Log:

   a. Project name.

   b. Building name.

   c. Unique work area description.

   d. Date.

   e. Statement that signature acknowledges review and understanding of posted regulations, personal protection requirements, work area entry and exit procedures, and emergency procedures.

   f. Printed name, signature, social security number, NYS asbestos certificate number, entry time and exit time for each individual.
2. Asbestos Abatement Work Area Entry:
   a. Initially proceed to clean room and remove all clothing and put on disposable coveralls, head covering, foot covering and gloves.
   b. Put on NIOSH-approved respiratory protection appropriate to airborne concentrations of asbestos.
   c. Use clean respirators and protective clothing for each separate entry into asbestos abatement work area.
   d. Inspect respirators prior to each use and test for proper seal using quantitative or qualitative fit checks.
   e. Proceed through personal decontamination enclosure system to equipment room and collect necessary tools and put on any additional clothing before entry into asbestos abatement work area.

3. Asbestos Abatement Work Area Exit:
   a. Before leaving asbestos abatement work area, remove gross contamination from outside of respirators and protective clothing on all personnel by brushing, wet cleaning, and HEPA vacuuming.
   b. Proceed to equipment room.
   c. Remove all disposable coveralls, head covering, foot covering and gloves and deposit into labeled containers for disposal.
   d. Store reusable contaminated clothing, footwear, head gear and gloves in equipment room when not in use in asbestos abatement work area.
   e. Still wearing respirators, enter shower for decontamination.
   f. Proceed to clean room and put on clothing.

4. Remote Decontamination Procedure Modifications: If remote decontamination enclosures systems are allowed by ICR 56, modify asbestos abatement work area entry and exit procedures as follows:
   a. Designate a pathway from the regulated abatement work area to the personal decontamination system or next regulated abatement work area that is cordoned off and has appropriate signage as per ICR 56.
   b. Confirm that location of designated pathway will not adversely affect the operations of the Owner or other entities.
   c. Put on two suits (coveralls, head covering and foot covering) when putting on disposable clothing.
d. Provide attached airlock for each remote asbestos abatement work area and at the entrance to the equipment room of the remote decontamination enclosure system.

e. Prior to leaving asbestos abatement work area, HEPA-vacuum and/or wet wipe outer suit, enter airlock, remove outer suit, don a clean set of protective clothing.

f. Where provisions of specific variance vary from above, most stringent requirements apply.

C. Asbestos Removal – General Requirements:

1. Wetting Requirements: Wet asbestos materials frequently with amended water, and allow sufficient time for penetration to occur prior to abatement activities.

2. Handling: Directly bag or drop asbestos material on detachment from substrate into flexible catch basin for subsequent bagging.

   a. Chutes: Use dust tight, enclosed, inclined chutes for asbestos material dropped distances greater than 10 feet.

   b. Handling Large Components: Wrap large components, removed intact, in two layers of plastic sheeting, secure and make airtight with tape.

   c. Sharp-Edged Components: Place asbestos waste material with sharp-edged components that may tear plastic bags or sheeting into hard wall containers and seal airtight.

3. Daily Cleanup Procedures: Perform cleanup of loose asbestos material whenever enough loose asbestos material has been removed to fill single leak-tight container of type suitable for material properties. Perform cleanup at least once per day prior to close of each working day. Keep asbestos material wet until cleaned up.

D. Equipment and Waste Container Decontamination and Removal Procedures:

1. Wet clean or HEPA-vacuum external surfaces of contaminated containers and equipment in asbestos abatement work area before moving items into waste decontamination enclosure system airlock. Do not enter airlock.

2. Remove these contaminated items from airlock using individuals stationed in washroom during waste removal operations.

3. Once in waste decontamination enclosure system, clean external surfaces of contaminated containers and equipment and clean equipment second time by wet cleaning.

4. Dry any excessive pooled or beaded liquid from cleaned containers of asbestos material and equipment, place in uncontaminated plastic bags or sheeting as required by characteristics of item, and seal airtight.

5. Move clean re-containerized items into airlock leading to holding area. Do not enter airlock until waste removal is finished for that period.
6. Provide individuals dressed in clean personal protective equipment that has entered from uncontaminated areas to move containers and equipment from airlock and place in holding area.

7. Place cleaned containers of asbestos material and equipment in watertight carts with doors or tops that close and can be secured. Hold these carts in holding area until removal. Wet-clean or HEPA-vacuum carts at least once each day.

8. When waste decontamination enclosure is part of personal decontamination enclosure, do not remove waste during shift change or when otherwise occupied.

E. Asbestos Removal – Additional Requirements:

1. Multiple Abatement within a Single Regulated Abatement Area: Perform abatement of multiple materials from the same regulated work area as per ICR 56-8.6.

2. Removal of ACM Ceilings, Walls or Other Components that Expose Areas Beyond:
   a. Where removal of an ACM component or system, e.g. ceiling or wall, may expose openings to adjacent areas:
      1) Complete all preparation work, including, plasticizing, installation of decontamination systems and instituting negative pressure.
      2) Carefully remove the component or system at the perimeter and penetrations prior to gross removal.
      3) Clean the area around any and all exposed openings.
      4) Install critical barriers on all exposed openings.
      5) If any additional openings are exposed during gross removal, immediately stop work, clean the area around the exposed opening and install critical barriers.

3. Exterior Work Area Removal of Non-Friable ACM Roofing, Siding, Caulking, Glazing Compound, Transite, Tars, Sealers, Coatings, and Other NOB ACMs
   a. All removal work shall be performed using manual methods, except for roof removal using rotating blade cutters.
   b. In no event shall methods be used that may render the ACM friable.
   c. All removal shall be performed using wet methods.
   d. Work to the building face, including windows, where not removed within tents, whenever possible, ACM shall be removed with an asbestos handler using a HEPA vacuum to capture small pieces of the ACM as it is dislodged. The vacuum hose shall be within four inches of the material being removed.
e. Asbestos containing materials shall not be allowed to accumulate in the work area or the drop cloth.

f. Asbestos-containing roofing material shall not be dropped or thrown to the ground, but shall be lowered to the ground via covered, dust-tight chute, crane, hoist or other approved method.

g. In lieu of using an exterior chute, waste bags and containers may be lowered to the waste trailer / dumpster by crane or hoist using a temporary waste transfer container of adequate size and strength.

3.6 WORK STOPPAGE CRITERIA

A. Work Stoppage Level Criteria During Abatement:

1. At any time during abatement activities, stop work immediately for inspection and repair of barriers if:

   a. Air samples collected outside of work area indicate airborne asbestos fiber concentrations at or above 0.01 fibers per cubic centimeter, or background level, whichever is greater;

   b. Visible emissions are observed outside a regulated abatement work area; or

   c. Water leaks are observed outside a regulated abatement work area.

2. Work stoppage due to elevated air results shall require:

   a. Inspection and repair of barriers and negative air ventilation systems as necessary.

   b. Clean up of surfaces outside of the regulated abatement work area using HEPA-vacuums and wet-cleaning methods prior to resumption of abatement activities.

   c. A summary of the elevated results, clean up activities, the results of barrier and negative air system inspections including any necessary repairs, to be documented in the asbestos abatement contractor supervisor’s daily project log.

   d. Work methods shall be altered accordingly to reduce fiber concentrations to acceptable levels.

3. Work stoppage due to visible emissions or water leaks outside a regulated abatement work area shall require:

   a. Isolate HVAC systems.

   b. Isolate uncontaminated areas.

   c. Install critical barriers.

   d. Negative air pressure equipment ventilation.
e. All accumulations of asbestos waste material shall be containerized and removed.

f. All surfaces in the regulated abatement work area shall be wet-cleaned using rags, mops and sponges.

g. After the first cleaning, at least twelve 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.

h. All remaining contaminated equipment and containerized waste shall be removed from the regulated abatement work area.

i. Clearance air sampling shall be conducted, as per the schedule for air sampling and analysis.

3.7 FINAL CLEANING AND CLEARANCE PROCEDURES

A. Post-Abatement Cleaning: Ensure negative pressure ventilation units remain in continuous operation during settling periods and cleaning. Do not proceed to subsequent stage of cleaning; sheeting removal or clearance air sampling until cleaning has been properly completed. Following completion of all stripping work, HEPA-vacuum and wet clean surfaces from which asbestos material has been removed.

1. Inspection: Provide for Project Monitor to visually inspect entire asbestos abatement work area at completion of each cleaning to determine whether removal and cleaning has been properly completed.

   a. Any debris and/or residual material in asbestos abatement work area shall be assumed to be asbestos containing material.

   b. Cleaning not considered properly completed until debris and residue has been cleaned or removed.

2. First Cleaning: Wet clean all surfaces in asbestos abatement work area first using rags, mops and sponges.

3. Encapsulant Use During Cleanup: After first cleaning, prior to first sheeting removal and after asbestos abatement work area has been rendered free of visible residue, apply thin coat of encapsulation agent to any surfaces in asbestos abatement work area not subject to removal or other remediation activities. Do not apply encapsulant to any surface involved in asbestos removal or other remediation activities prior to obtaining satisfactory clearance air monitoring results.

4. First Sheeting Removal: After first cleaning, observe a settling period equal to or greater than that required by ICR 56-9.1 (f) before continuing. Remove cleaned exposed barrier layer of plastic sheeting from walls and floors. Keep windows, doors, HVAC system vents and all other openings sealed. Keep in place and use decontamination systems.

5. Second Cleaning and Sheeting Removal: Then HEPA-vacuum or wet clean all objects and surfaces in asbestos abatement work area. Remove remaining plastic on walls and floors only. Keep all windows, HVAC system vents and all other openings sealed.
6. **Third Cleaning** After second cleaning, observe a settling period equal to or greater than that required by ICR 56-9.1 (f) before continuing with HEPA-vacuuming and then wet cleaning all surfaces in asbestos abatement work area.

7. **Removal of Waste, Tools and Equipment:** Remove from asbestos abatement work area and from holding area and decontaminate tools and equipment.

8. Where an exemption from multiple cleaning and sheeting removal exists in ICR 56-9.1 (e) or specific variance granted by NYSDOL and accepted by the Owner and Architect, modify cleaning and sheeting removal to reflect that in ICR 56-9.1 (e) or specific variance.

**B. Supervisor Post Abatement Visual Inspection:**

1. After all required abatement and cleanings, the asbestos abatement contractor supervisor shall perform a visual inspection for completeness of abatement and cleaning.

2. The asbestos abatement supervisor visual inspection must determine that abatement and cleaning have been properly completed as per the project documents and all pertinent regulations prior to commencement of the Project Monitor visual inspection.

3. Contractor supervisor shall document in the Project Log that abatement and cleaning have been satisfactorily completed in accordance with project documents and all pertinent regulations.

**C. Project Monitor Visual Inspection:**

1. After all required abatement, cleanings and the asbestos abatement contractor supervisor visual inspection, the Project Monitor shall perform a visual inspection for completeness of abatement and completeness of cleanup as per project documents and the current ASTM E 1368.

2. Upon satisfactory completion of the required Project Monitor visual inspection, an entry shall be made into the asbestos abatement contractor supervisor’s daily log by both the supervisor and the Project Monitor, detailing the findings of the visual inspection.

3. The full name and NYSDOL asbestos handling certificate number of the Project Monitor shall also be documented in the supervisor’s daily log.

**D. Clearance Air Monitoring (By Owner):**

1. After Project Monitor has performed visual inspection and provisionally determined that removal and cleaning have been properly completed, Project Monitor shall conduct clearance air monitoring.

   a. Removal and cleaning not considered properly completed until asbestos abatement work area has achieved satisfactory clearance air sampling in accordance with this Section.

   b. During clearance air monitoring, negative air pressure equipment shall remain in continuous operation.
2. Failure of Clearance Air Monitoring:
   a. Satisfactory clearance air sampling is achieved only when requirements of ICR 56 have been met.
   b. Re-clean any asbestos abatement work area or other area not meeting satisfactory clearance air monitoring results criteria for any of the following:
      1) ICR 56.
   c. Project Monitor shall collect new samples in same locations for each asbestos abatement work area with air samples not meeting clearance air monitoring results criteria.
   d. Repeat cleaning, air sampling, monitoring, and analysis until satisfactory clearance air monitoring results are achieved throughout entire asbestos abatement work area.
   e. Failure of clearance air monitoring indicates that Contractor did not properly complete abatement activity:
      1) Contractor shall perform all cleaning at no additional cost to Owner.
      2) Contractor shall reimburse Owner for all costs associated with project monitoring, air sampling and air sample analysis during additional cleaning and clearance air sampling.
      3) Contractor remains responsible for complying with all specified schedules and timing.

3.8 WORK AREA REMOVAL PROCEDURES

A. Removal of Work Area Containment:
   1. Remove all remaining plastic sheeting, barriers, decontamination facilities; negative pressure equipment and ancillary items only after satisfactory clearance air monitoring results are achieved.
   2. Notify Project Monitor immediately if any residual asbestos-containing debris is discovered during removal of plastic sheeting, barriers, decontamination facilities, negative pressure equipment and ancillary items, and clean up debris in accordance with ICR 56-9.3.
   3. Clean all tape, glue, staples, etc. used in abatement process.
   4. Repair any damage to walls, floors, ceilings, fixtures, or other items not scheduled for demolition or abatement to at least pre-abatement condition. Where finishes are damaged, refinish or repaint entire object or to nearest break in surface of walls, ceilings, soffits, etc.
5. Where partial occupancy by Owner is required, portion of asbestos abatement work will not be considered returned to Owner until entire containment is removed and Owner can use space for intended purpose or other entities can occupy space for additional work as applicable.

3.9 FIELD QUALITY CONTROL

A. Inspection of Barriers: Provide inspection of all barriers at least twice daily by Asbestos Supervisor and record inspections and observations in daily project log.

B. Repairs to Barriers and/or Enclosure Systems: Repair damage and defects in barriers and enclosure systems immediately upon discovery and prior to resumption of abatement activities.

C. Testing of Barriers and Enclosure Systems: Use smoke tubes with negative air pressure ventilation units in operation to test effectiveness of asbestos abatement work area barriers and personal and waste decontamination enclosure systems. Perform these tests prior to beginning of abatement activities and at least once daily afterwards until satisfactory clearance air monitoring results are achieved. Document test results, observations and modifications in daily project log.

D. Testing By Owner:

1. Intent: Project Monitoring and Air Sampling provided by Owner intended to:
   a. Monitor Contractor’s compliance with plans, specifications and asbestos related regulatory requirements.
   b. Fulfill air-sampling requirements of ICR 56.

2. Where no air sampling is required by applicable regulations, Owner reserves the right, without incurring any obligation to perform air sampling for any or all stages or portions of the work.

3. Contractor Requirements:
   a. Provide access to asbestos abatement work areas for Project Monitor/Air Sampling Technician employed by Owner to observe all asbestos abatement work and collect air samples as required by ICR 56.
   b. Provide adequate lighting, ladders, scaffolding, and similar items to enable Project Monitor/Air Sampling Technician to perform visual inspections of all surfaces within asbestos abatement work areas.
   c. Provide sufficient temporary electrical power to locations within asbestos abatement work areas as required to supply high volume air sampling pumps for daily and clearance air samples.
   d. Do not perform any air monitoring functions under ICR 56. Notify Owner and Architect immediately of any conflict of interest between Contractor and any firm providing project monitoring, air sampling or laboratory analysis.
e. Contractor retains complete and total responsibility for complying with plans, specifications and all regulatory requirements.

E. Air Sampling Procedures:

1. Flow Rate, Capacity and Chain of Custody:
   a. Flow Rate: Between 2 and 10 liters per minute.
   b. Calibration: Pre-calibrate and post-calibrate pumps with each use.
   c. Chain of Custody: Transport all samples under chain of custody.
   d. Clearance Air Sampling Equipment Placement: Place air sampling equipment within asbestos abatement work area at random around asbestos abatement work area. If asbestos abatement work area contains number of rooms equivalent to required number of samples, place sampler in each room. When number of rooms is greater than required number of samples, select representative sample of rooms. Do not place in corners of rooms or near obstructions.

2. Analysis Time:
   a. PCM Clearance Air Sample Analysis: Provide overnight delivery of the samples to the laboratory. Maximum turnaround time from receipt of the samples at laboratory until receipt of faxed results is 12 hours. Ensure maximum time between sample collection and analysis of all samples is 48 hours.
   b. TEM Clearance Air Sample Analysis: Provide overnight delivery of the samples to the laboratory. Maximum turnaround time from receipt of the samples at laboratory until receipt of faxed results is 24 hours. Ensure maximum time between sample collection and analysis of all samples is 48 hours.

3. Air Sample Blanks:
   a. PCM Air Samples: Submit blank sample cassettes daily equal to 10 percent of the total number of samples collected that day, but not less than 2 cassette blanks per day.
   b. TEM Air Samples: Submit 1 sealed blank and 2 field blanks for each set of clearance samples.

F. Air Sampling Required by ICR 56:

1. Method of Analysis: At a minimum, use PCM analysis as method of analysis for ICR 56 compliance sampling. Owner reserves the right to allow TEM clearance air samples without PCM samples and where PCM analysis results in fiber counts exceeding air clearance levels, Owner reserves right to use TEM analysis to obtain more accurate asbestos fiber count.

2. Variance: Where provisions of specific variance differ from ICR 56 and provisions specified in this Section, comply with provisions of specific variance.
3. Background Air Sampling (prior to start of Project): Collect minimum 1 air sample from inside and outside of each area with minimum volume collected of 1500 liters.

4. Pre-Abatement Air Sampling (Area Preparation): Collect pre-abatement air samples on at least 1 day during work area preparation with minimum 1500 liters volume collected.
   a. Large Asbestos Abatement Projects: Collect minimum of 5 samples inside and outside of each asbestos abatement work area. Where area is greater than 25,000 square feet, collect additional representative area sample for every 5,000 square feet.
   b. Small Asbestos Projects: Collect minimum of 3 samples inside and outside of each asbestos abatement work area.
   c. Minor Asbestos Projects: Collect minimum of 1 sample inside and outside of each asbestos abatement work area.

5. During Abatement: Collect air samples daily when actual abatement activities have begun, preparation or other work prior to beginning actual abatement activities has disturbed asbestos containing materials, or preparation or other work prior to beginning actual abatement activities can reasonably be anticipated to disturb asbestos.
   a. Large Asbestos Projects: Collect samples as required by ICR 56-17.3.
   b. Quantity: Collect as close to 1500 liters as possible without exceeding flow rate of 10 liters per minute. Continue sample collection during entire workday.

6. Post Abatement (Clearance Air Monitoring):
   a. Drying Time:
      1) Do not begin sampling until period equal to or greater than that required by ICR 56-9.1 (f) final cleaning has been completed and no visible pools of liquid or condensation remain. Use aggressive sampling techniques as per ICR 56-17.
      2) Negative air pressure equipment shall remain in continuous operation during clearance air monitoring
   b. Minimum Collection Volume: 1500 liters.
   c. Large Asbestos Abatement Projects: Collect minimum of 5 samples inside and outside of each asbestos abatement work area. Where area is greater than 25,000 square feet, collect additional representative area sample for every 5,000 square feet.
   d. Small Asbestos Projects: Collect minimum of 5 samples inside and 3 samples outside of each asbestos abatement work area.
   e. Minor Asbestos Projects: Collect minimum of 1 samples inside and 1 sample outside of each asbestos abatement work area.
f. Clearance Criteria: Clearance air monitoring results considered satisfactory when every sample demonstrates airborne concentration of asbestos fibers less than 0.01 fibers per cubic centimeter or background level, whichever is greater.

3.10 CLEANING

A. Daily Cleaning of Enclosures: HEPA vacuum and/or wet clean personal and waste decontamination enclosure systems at end of each day of abatement activities.

3.11 ASBESTOS WASTE DISPOSAL PROCEDURES

A. All waste generated as part of the asbestos project shall be removed from the site within 10 days after successful completion of satisfactory clearance air sampling and dismantling of all regulated abatement work areas at the site.

B. Regulated Asbestos Containing Material (RACM): Category I non-friable asbestos-containing material that does not become friable is not considered to be RACM. All other waste materials removed as part of asbestos abatement work, including (but not limited to) friable asbestos-containing material, Category II non-friable asbestos-containing materials, plastic sheeting, disposable clothing and filters from control devices are considered to be RACM.

1. Adequately wet and properly containerize or seal in leak-tight wrapping all RACM.

2. Label all containers or wrapped material in accordance with requirements of OSHA in 29 CFR 1926.1101 (j) (2) with labels printed in letters of sufficient size and contrast to be readily visible and legible. Include following information on labels:
   a. Name of waste generator.
   b. Location where waste was generated.
   c. Name of abatement contractor.

3. Deposit all RACM as soon as practical at waste disposal site operated in accordance with 40 CFR Part 61.154 and 6 NYCRR 364.

4. Line all vehicles used to transport RACM off site with two layers of plastic sheeting sealed leak-tight.

5. When RACM is transported off site (regardless of amount), transport using vehicles with valid Industrial Waste Hauler Permit for asbestos containing material as per 6 NYCRR 364.

6. Identify vehicles used to transport RACM during loading, during entire time vehicle is on site, and during unloading as per 40 CFR 61.149.

7. Maintain waste shipment records as per 40 CFR 61.150, and provide copy of waste shipment records to disposal site owners or operators when RACM is delivered to disposal site. Return copy of waste shipment record, signed by owner or operator of designated disposal site, to Owner within 35 days of date waste was accepted by initial transporter.
C. All Other Waste: Category I non-friable material may be transported and disposed of as Construction and Demolition debris in accordance with 6 NYCRR 360 and 364. Contractor is responsible for maintaining Category I non-friable material in non-friable condition if intended to be disposed of as construction and demolition debris. Provide trip tickets or other documentation clearly identifying amount of material removed from site, transported to disposal site and disposed of including at least:

1. Name, address and telephone of waste generator.
2. Approximate quantity.
3. Name and telephone number of disposal site operator.
4. Name and physical site location of disposal site.
5. Name, address and telephone number of transporter.

END OF SECTION 02 82 00
SECTION 02 84 00 – HAZARDOUS MATERIAL REMOVAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Selective removal and subsequent off-site disposal of the following hazardous waste:

   a. Caulk containing heavy metals, characterized as hazardous waste in accordance with RCRA 40 CFR 260-265, based on total metals analysis. Caulk contains the following heavy metals:

      Legislative Office Building
      ● Window Caulking (Barium, Chromium, Lead)

      Health Complex
      ● Window Caulking (Mercury)

1.3 REFERENCES

A. Regulatory Requirements

1. National Institute For Occupational Safety And Health (NIOSH)
   b. 42 CFR 84 –Approval of Respiratory Protection Devices.

2. New York State Department of Environmental Conservation (NYSDEC)

   a. 6 NYCRR 360 - Solid Waste Management Facilities.
   b. 6 NYCRR 364 - Waste Transporter Permits.
   c. 6 NYCRR 370 - Hazardous Waste Management System: General.
   d. 6 NYCRR 371 - Identification and Listing of Hazardous Wastes.
   e. 6 NYCRR 372 - Hazardous Waste Manifest System and Related Standards for Generators, Transporters and Facilities.
   f. 6 NYCRR 373-1 - Hazardous Waste Treatment, Storage and Disposal Facility Permitting Requirements.
   g. 6 NYCRR 373-2 - Final Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage and Disposal Facilities.
h. 6 NYCRR 373-3 - Interim Status Standards for Owners and Operators of Hazardous Waste Facilities.

i. 6 NYCRR 376 - Land Disposal Restrictions.

3. United States Department Of Labor – Occupational Safety And Health Administration (OSHA)

   d. 29 CFR 1926 – Safety and Health Regulations for Construction.

4. United States Department of Transportation (USDOT)

   b. 49 CFR 171 - General Information, Regulations, and Definitions.
   d. 49 CFR 173 - Shippers - General Requirements for Shipments and Packaging.
   e. 49 CFR 177 - Carriage by Public Highway.
   f. 49 CFR 178 - Specifications for Packaging.
   g. 49 CFR 180 - Continuing Qualification for Maintenance of Packaging.

5. United States Environmental Protection Agency (EPA), Resource Conservation and Recovery Act (RCRA)

   g. 40 CFR 265 – Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities.
   h. 40 CFR 266 – Standards for the Management of Specific Hazardous Wastes and Specific Types of Hazardous Waste Management Facilities.
   i. 40 CFR 268 – Land Disposal Restrictions.

6. United States Department of Transportation (USDOT)

   b. 49 CFR 171 - General Information, Regulations, and Definitions.
   d. 49 CFR 173 - Shippers - General Requirements for Shipments and Packaging.
   e. 49 CFR 177 - Carriage by Public Highway.
f. 49 CFR 178 - Specifications for Packaging.
g. 49 CFR 180 - Continuing Qualification for Maintenance of Packaging.

1.4 HAZARDOUS WASTE GENERATOR STATUS

A. Owner is a Small Quantity Generator as defined by 6 NYCRR 371 and 40 CFR 260. Schedule removal, on-site storage, and transport as required to maintain Owner’s status as a Small Quantity Generator.

B. Owner is a Conditionally Exempt Small Quantity Generator as defined by 6 NYCRR 371 and 40 CFR 26. Schedule removals, on-site storage, and transport as required to maintain Owner’s status as a Conditionally Exempt Small Quantity Generator.

1.5 DEFINITIONS

A. Critical barriers: Barriers that seal off all openings to or within the defined regulated 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 work area.

B. Leak-tight: Sealed such that solids or liquids cannot escape or spill out.

C. Plasticize To cover floors, walls, ceilings or other surfaces with 6-mil fire-retardant plastic sheeting.

D. Regulated Work Area: The portion of the restricted area where removal work actually occurs. For tent work areas, the interior of each tent is a regulated work area.

E. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain Owner's property.

F. Submit all submittals required by this Section concurrently.

1.6 PRE-REMOVAL SUBMITTALS

A. Submit all submittals required by this Section concurrently.

B. Product Data: For each type of product indicated.
   1. Encapsulants.

C. Material Safety Data Sheets: For all chemicals to be used.

D. Shop Drawings: Floor or site plans showing all regulated work areas, critical barriers, local exhaust systems locations, decontamination units and load-out units, temporary waste storage facility, access tunnels, and location of temporary utilities.
E. Hazardous Material Removal Plan: Description of proposed methods of removing, packaging, handling, transporting, and disposing of RCRA metal containing wastes, and demonstrating compliance with RCRA 40 CFR 260-265, TSCA 40 CFR 761, NYS DEC regulations, and other applicable laws and regulations. The Plan shall include descriptions and means of compliance for each waste stream.

F. Qualification Data: In accordance with “Quality Assurance” article below.

1. Removal contractor qualification.
2. On-site supervisor training certificates.
3. Workers training certificates.
5. Disposal facility qualifications.

1.7 POST-REMOVAL SUBMITTALS

A. Submit all submittals required by this Section concurrently.

B. Daily Logs

C. Sign In Sheets

D. Results of bulk sample analysis, air samples analysis, or OSHA compliance monitoring results.

E. Completely executed Waste Shipment Records.

F. Documentation of Hazardous Waste Determination, consisting of:

1. Test results;
2. Waste analyses or
3. Other hazardous waste determination information.

1.8 QUALITY ASSURANCE

A. Qualifications

1. Hazardous Material Removal Contractor: Engage experienced firm that has successfully completed at least five hazardous material removal projects of a similar size and scope to Project.

2. Personnel Training Requirements:
   a. Supervisor: Current OSHA HAZWOPER Supervisor training (29 CFR 1910.120), RCRA Hazardous Waste training, and USDOT Hazardous Material training (49 CFR 172), and be the Contractor’s designated Competent Person under OSHA regulations. Contractor may only perform work on site when Supervisor is physically on site.

c. Provide Project Monitor with copies of valid Training Documentation for all Workers and Supervisors at the project site.

3. Waste Transporter: Valid Waste Transporter Permit, issued by New York State Department of Environmental Conservation. The transporters shall meet the NYSDEC requirements of 6 NYCRR 364 and other applicable state or local requirements.

4. Disposal Facility: Contractor shall provide written evidence that the landfill to be used is approved to accept the hazardous materials removed by New York State. The disposal facility shall be approved to accept the hazardous materials for disposal under RCRA and other applicable state or local requirements.

B. Regulatory Requirements: Comply with all federal, state, and local codes, laws, ordinances, standards and regulations applicable to hazardous material removal work, transport and disposal, including (but not limited to) standards referenced in "References" Article.

C. Pre-Removal Conference - Prior to beginning hazardous material removal, conduct conference at Site to review requirements and conditions for hazardous material removal with attendance by at least the following:

1. Contractor's representative.
2. Hazardous material removal contractor representative, if applicable.
3. Owner's representative.

1.9 PROJECT/SITE CONDITIONS

A. Existing Conditions

1. Building Occupancy: Owner will occupy portions of building immediately adjacent to areas of hazardous material removal operations. Conduct removal operations in manner that will minimize need for disruption of Owner's normal operations. Provide minimum of 72 hours advance notice to Owner of removal activities that will affect Owner's normal operations.

2. Utility Services: Maintain existing utilities indicated to remain in service and protect them against damage during hazardous material removal operations.

   a. Do not interrupt utilities service occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.

   b. Maintain fire protection services during removal operations.
B. Onsite Project Documentation

1. Contractor shall maintain all required documents on site. Documents shall be available for review by the Owner, Architect, Monitoring Firm, regulatory agencies and Owner representatives.

2. Supervisor shall maintain a log book containing pertinent information about the project.

3. Maintain a sign in of all individuals entering regulated areas.

C. Regulated Work Areas

1. All work that may impact hazardous materials shall be conducted within regulated areas. The regulated area shall be demarcated to minimize the number of persons within the area and to protect persons outside the area from exposure to hazardous materials. Access to regulated areas shall be limited to authorized persons. The Contractor shall control access to regulated areas, ensure that only authorized personnel enter, and verify that Contractor required medical surveillance, training and respiratory protection program requirements are met prior to allowing entrance.

PART 2 - PRODUCTS

2.1 ENCAPSULANTS

A. Encapsulants shall conform to USEPA requirements, shall contain no toxic or hazardous substances and no solvents. Provide a two part, 100% solids, moisture-tolerant epoxy resin encapsulant, similar to Sikagard 62.

1. Tensile properties (astm d-638) - 14 day
   a. Tensile strength –5,400 psi;
   b. Elongation at break 2.7%
   c. Abrasion (astm d-1044) (taber abrader) –7 day: Weight loss, 1,000 cycles (h-22 wheel, 1,000 gm weight) –0.61 gm
   d. Abrasion resistance (astm d-968) –14 day: Abrasion coefficient 51 liters/mil
   e. Adhesion (astm d-3359) –1 day: Adhesion classification 4a
   f. Water absorption (astm d-570) –7 day: 24 hour immersion –0.1%

2.2 PERSONAL PROTECTIVE EQUIPMENT

A. Complete sets of personal protective equipment shall be made available to authorized visitors for entry to the regulated area. Authorized visitors shall have training equivalent to that provided to Contractor employees in the selection, fitting, and use of personal protective equipment and the site safety and health requirements. Contractor workers shall be provided with personal protective clothing and equipment and the Contractor shall ensure that it is worn properly. The Contractor's Supervisor shall select and approve all the required personal protective clothing and equipment.
B. Respirators: The Contractor shall provide respirators, and ensure that they are used in accordance with CGA G-7 and the manufacturer's recommendations. Respirators shall be approved by the National Institute for Occupational Safety and Health NIOSH, under the provisions of 42 CFR 84, for use in environments containing particulate. For air-purifying respirators, the particulate filter shall be high-efficiency particulate air (HEPA)/(N-,R-,P-100).

C. Coveralls: Disposable coveralls with a zipper front shall be provided. Sleeves shall be secured at the wrists, and foot coverings secured at the ankles.

D. Gloves: Gloves shall be provided to protect the hands where there is the potential for hand injuries (i.e., scrapes, punctures, cuts, etc.).

E. Foot Coverings: Cloth socks shall be provided and worn next to the skin. Footwear, as required by OSHA and EM 385-1-1, that is appropriate for safety and health hazards in the area shall be worn. Reusable footwear removed from the regulated area shall be thoroughly decontaminated or disposed of as hazardous material waste.

F. Head Covering: Hood type disposable head covering shall be provided. In addition, protective head gear (hard hats) shall be provided as required. Hard hats shall only be removed from the regulated area after being thoroughly decontaminated.

G. Protective Eye Wear: Eye protection shall be provided, when operations present a potential eye injury hazard, and shall meet the requirements of ANSI Z87.1.

2.3 DECONTAMINATION FACILITIES AND PRACTICES

A. The Contractor shall establish a decontamination area for the decontamination of employees, material and equipment. The Contractor shall ensure that employees enter and exit the regulated area through the decontamination area.

B. Decontamination Facility Construction

1. A minimum of one layer of six mil fire-retardant plastic sheeting shall be installed on walls and ceilings.

2. A minimum of two layers of six mil fire-retardant reinforced plastic shall be used for floor protection.

3. Curtained doorways consisting of three layers of six mil fire-retardant plastic sheeting shall separate the stages of the decontamination systems.

4. Airlocks shall have minimum dimensions of three feet wide by three feet long by 6 feet tall. Curtained doorways shall be separated by at least three feet.

5. Provide at least one shower per every six full shift removal workers. Hot and cold water shall be adjustable at each shower. Provide soap, shampoo and towels for use at all times. Shower water shall be filtered through a series of filters to at least 5.0 microns. Filtered wastewater shall be discharged in accordance with applicable codes.
6. The entrance to the clean room or holding area from outside the regulated removal work area shall have a lockable door.

7. Prefabricated or Trailer units may be constructed of watertight fiberglass or painted with marine paint in lieu of plasticization.

8. Personal decontamination facility minimum requirements:
   a. Five stage (large work area) personal decontamination enclosure shall consist of a clean room, airlock, shower room, airlock, and equipment room with a curtained doorway between the clean room and work area.
   b. Three stage (Small work area) personal decontamination enclosure shall consist of a clean room, shower room and equipment room with a curtained doorway between each room and between the clean room and work area.
   c. Where remote decontamination facilities are allowed, construction of the decontamination facility shall include an additional airlock after the equipment room and which shall include a lockable door. An additional airlock is required at the entrance to the containment / regulated area and shall include a lockable door.

9. Waste decontamination facility minimum requirements
   a. Three stage (large work area) waste decontamination facility shall consist of a holding area, airlock washroom with a curtained doorway between the washroom and work area.
   b. Decontamination area shall consist of a room or area that is adjacent to the work area with the floor or horizontal work surface covered with an impermeable drop cloth.
   c. Small work areas with only one entrance may use the personal decontamination facility for waste decontamination.
      1) Where remote decontamination facilities are allowed a small and large work areas shall have a washroom constructed between the work area and airlock.

2.4 LOCAL EXHAUST SYSTEM
   A. Local exhaust units shall conform to ANSI Z9.2. Filters on local exhaust system equipment shall conform to ANSI Z9.2 and UL 586. Filter shall be UL labeled.

2.5 EQUIPMENT
   A. Vacuums shall be equipped with HEPA filters, of sufficient capacity and necessary capture velocity at the nozzle or nozzle attachment to efficiently collect, transport and retain the hazardous waste material.
   B. Power tools shall not be used to remove Hazardous materials unless the tool is equipped with effective, integral HEPA filtered exhaust ventilation capture and collection system.
C. Reusable tools shall be thoroughly decontaminated prior to being removed from regulated areas.

D. Hazardous Waste Disposal Vehicles: Provide vehicles for transporting hazardous waste possessing valid Waste Transporter Permit as prescribed by 6 NYCRR 364, and equipped with appropriate placards affixed as prescribed by United States Department of Transportation regulations.

2.6 MISCELLANEOUS MATERIALS

A. Duct Tape: Industrial grade duct tape of appropriate widths suitable for bonding sheet plastic and disposal container.

B. Sheet Plastic:
   1. Polyethylene of 6 mil minimum thickness and shall be provided in the largest sheet size necessary to minimize seams. Film shall conform to ASTM D 4397, except as specified below.
   2. Flame Resistant: Film shall conform to the requirements of NFPA 701.
   3. Reinforced sheets shall be provided where high skin strength is required, such as where it constitutes the only barrier between the regulated area and the outdoor environment. The sheet stock shall consist of translucent, nylon-reinforced or woven-polyethylene thread laminated between 2 layers of polyethylene film. Film shall meet flame resistant standards of NFPA 701.

C. Warning Signs and Tape: Warning signs and tape printed in English shall be provided at the regulated boundaries and entrances to regulated areas. Signs shall be located to allow personnel to read the signs and take the necessary protective steps required before entering the area.


PART 3 - EXECUTION

3.1 EXAMINATION

A. Hazardous material removal work tasks shall be performed as shown on the detailed plans and drawings and as per applicable regulations, including but not limited to, 29 CFR 1926, 40 CFR 266, and 40 CFR 761. Where work methods described within differ from applicable regulations the more stringent requirement shall apply.

B. Personnel shall wear and utilize protective clothing and equipment.

C. The Contractor shall not permit eating, smoking, drinking, chewing or applying cosmetics in the regulated area.
D. Verification of Conditions (by Removal Contractor): Examine conditions under which hazardous material removal is to be conducted in coordination with removal contractor and notify affected Contractors and Architect in writing of any conditions detrimental to proper and timely hazardous material disposal. Do not proceed with disposal until unsatisfactory conditions have been corrected in manner acceptable to removal contractor.

1. When removal contractor confirms conditions as acceptable to ensure proper and timely installation and to ensure requirements for applicable warranty or guarantee can be satisfied, submit to Architect written confirmation from applicable Installer. Failure to submit written confirmation and subsequent installation will be assumed to indicate conditions are acceptable to removal contractor.

2. Survey existing conditions and coordinate with hazardous material removal requirements indicated to determine extent of hazardous material removal required.

3. Inventory and record condition of items to be removed and reinstalled and items to be removed and salvaged.

4. Survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during hazardous material removal operations.

E. Perform additional surveys as hazardous material removal progresses to detect hazards resulting from hazardous material removal activities.

3.2 WORK AREA PREPARATION

A. Work Area Layout and Emergency Exiting: Emergency and fire exits from the regulated removal 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.

B. Protection of Adjacent Work or Areas to Remain: Hazardous materials removal shall be performed without damage to or contamination of adjacent work or area. Where such work or area is damaged or contaminated, it shall be restored to its original condition or decontaminated by the Contractor at no expense to the Owner. If a spill occurs, work shall stop in all affected areas immediately and the spill shall be cleaned.

C. Establishing Each Regulated Work Area: Work area preparation shall not begin until Contractor has ensured: that the area has been vacated by all personnel; entry has been restricted to the removal contractor and authorized visitors; and required signage has been posted.

D. Decontamination Facilities: Personal decontamination facilities shall be provided and functional prior to beginning other work area preparation.

E. Electrical Power:

1. Shutdown and lockout all electrical power to the work area.
2. Extend and route temporary power from outside the work area. All temporary power shall be protected by a ground fault circuit interrupter (GFCI).

3. Electrical power that runs through the work area, but does not service the work area and cannot be shutdown, may be sealed with three independent layers of plastic sheeting and labeled with a minimum two inch lettering which reads “DANGER LIVE ELECTRICAL–KEEP CLEAR”. Signage shall be posted intervals no greater than ten feet.

F. HVAC Systems: Shut down and isolate HVAC equipment from the regulated work area.

G. Pre-Cleaning:
   1. Movable objects
      a. HEPA vacuum and/or wet clean remaining movable objects and remove from the area
      b. Carpeting to be left in place shall be covered with 3/8 inch thick plywood sheathing prior to plasticization.

   2. Fixed Objects: HEPA vacuum and/or wet clean fixed or other objects to remain in the work area and seal with two layers of plastic sheeting

H. Barrier Locations: HEPA vacuum and wet all locations where critical and isolation barriers are to be installed prior to installation negative pressure equipment or barriers.

3.3 WORK AREA ENCLOSURE

A. Interior Work Areas
   1. Install critical barriers - All openings and penetration to the work area shall be sealed with two independent layers of plastic sheeting

   2. Negative Air Pressure Equipment
      a. Negative air pressure equipment shall be HEPA filtered.
      b. Once critical barriers or tent have been installed, negative air pressure equipment shall be installed and started.
      c. Negative pressure equipment shall exhaust to the exterior. The negative pressure equipment shall be exhausted to the exterior of the building and away from public access and building receptors (minimum of 15 feet).
      d. Negative air pressure equipment shall operate continuously from startup until satisfactory clearance criteria have been met.
      e. Provide a minimum of 4 air changes per hour
      f. Provide a minimum of one installed backup unit per work area.
3. Plasticization
   a. Independently install two layers of plastic sheeting on all surfaces not subject to
      abatement and seal each layer airtight.
   b. Install the floor layer first and extend at least 12 inches up the wall.
   c. Install the wall layer second overlapping the floor by at least 12 inches.
   d. Install the ceiling layer overlapping the wall by at least 12 inches.
   e. All seams within a layer shall be separated by 6 feet.
   f. All seams between layers shall be separated by 2 feet.
   g. Where work occurs in a portion of a room the area may be plasticized using a two
      layer tent with an attached airlock.

B. Exterior Work Areas:
   1. The regulated removal work area shall include the immediate work area where work is
      occurring and shall extend twenty-five feet from the perimeter of the immediate work
      area.
   2. If entrance and egress to the regulated work area is through the building interior (such as
      through an internal stairway) construct an airlock at the entrance.
   3. Critical barriers
      a. Pre-clean affected areas
      b. Seal all openings in the regulated removal work area with at least two layers of
         plastic sheeting.
      c. Where an entrance to the building that cannot be sealed (either for primary or
         emergency entrance for vehicles or people) exists within one floor level above or
         below and within 25 feet of the perimeter of the regulated removal work area, a
         tunnel structure with walls and ceilings covered with plywood and sealed with two
         layers of plastic sheeting must extend 25 feet from the building.
      d. Hardwall isolation barriers are not required.
      e. Sealing floors, walls and ceilings with two layers of plastic sheeting is not
         required.
      f. For removal from the face of the building, including windows.
         1) Where work is not performed in tents, seal all openings to the building
            within a 25 foot perimeter of the regulated removal work area with two
            layers of plastic sheeting.
         2) Where removal work will expose an opening to the building (such as
            windows, doors, panels) seal the removal area from the inside with two
            layers of plastic sheeting.
3) Where work is not performed within tents, a dropcloth of plastic sheeting shall be installed below areas of removal that shall be a minimum of ten feet wide with an additional ten feet wide for every floor above the first floor to a maximum of thirty feet.

4) Scaffolding, manlifts, etc. Shall be plasticized with two layers of plastic sheeting.

3.4 WORK PROCEDURES

A. Stop Work:

1. Immediately stop work and take corrective action if any of the following occurs:
   
a. Visible emissions are observed outside the work area.
   b. Water leaks are observed outside the work area.
   c. Loss of integrity of an enclosure of any type.
   d. A stop work directive is issued by the Project Monitor.

2. Corrective action shall include repair of enclosure barriers, removal of all released material and cleaning / removal of materials / surfaces contaminated by the release and restoration of such materials / surfaces.

3. Project Monitor Stop Work Directive:
   
a. Monitoring Firm shall have the prerogative and responsibility to direct the removal contractor to stop work when they believe that a release has occurred or is imminent.
   
b. Monitoring Firm shall notify the removal contractor, Owner, Architect, and Construction Manager of the stop work directive at least verbally as soon as is practicable. Verbal notification shall be followed by written notification within twenty four hours. Written notification may be in electronic format.

4. Upon receipt of a verbal or written stop work directive, removal contractor shall immediately cease all new disturbance of hazardous materials and begin:
   
a. Isolating and sealing areas of disturbed hazardous materials from areas outside of regulated areas or contaminated areas;
   b. Repairing containment barriers; and
   c. Cleaning up and containerizing removed or disturbed hazardous materials.

5. The stop work directive remains in effect and the removal contractor shall not resume work that will disturb previously undisturbed hazardous containing material until directed in writing by the Monitoring Firm.
3.5 MAINTENANCE AND CLEANING OF ENCLOSURES

A. Contractor’s supervisor shall inspect barriers twice per work shift, prior and after completion of the day’s activities.

B. Repair damage and defects immediately upon discovery.

C. Smoke tube testing of all isolation barriers, decontamination facilities, and regulated removal work areas prior to beginning removal activities and shall occur once a day whenever removal activities or cleaning occurs.

D. HEPA vacuum or wet decontamination enclosures / airlocks at the end of each workshift.

E. Accumulations of dust or debris shall be cleaned off all surfaces on a daily basis using HEPA vacuum and / or wet cleaning methods.

3.6 HANDLING AND REMOVING HAZARDOUS MATERIAL

A. Any release of hazardous materials constitutes unlawful disposal under 40 CFR 264 or 40 CFR 761. Contractor shall be strictly responsible for any and all costs resulting from unlawful disposal of hazardous materials wholly or partially due to their actions or inaction.

B. Prohibited Work Methods:

1. Use of high-speed grinding or abrasion machines without integral shroud with HEPA-vacuum attachment.
2. Work or cleanup methods that cause dust to become airborne, such as dry sweeping, or use of compressed air for cleaning.
3. Use of pressurized water.
4. Any work method that creates visible emissions.

C. All interior work shall be performed within a negative pressure containment.

D. If at any time contractor’s exterior work methods create visible emissions, work methods shall be modified to ensure no visible emissions occur. Upon the second occurrence of visible emissions, all future exterior work shall be performed within tents.

E. Hazardous Materials Removal

1. Remove all hazardous material containing caulk from adjacent surfaces.
2. Where hazardous material containing caulk abuts non-porous, cleanable glass or metal scheduled for removal, the surface may be cleaned to Visual Standard No.2, Near-White Blast Cleaned Surface Finish, of the National Association of Corrosion Engineering (NACE) and dispose of the non-porous materials as non-hazardous contaminated material in lieu of disposing of the item as hazardous contaminated material.
3. Where hazardous material containing caulk abuts painted metal to be cleaned or desired to be cleaned by the Contractor prior to disposal, all paint shall be removed and disposed as hazardous contaminated material.
4. Where hazardous material containing caulk abuts porous material scheduled to remain, at a minimum, remove the surface of the porous material sufficiently to remove all residual caulk from pits, grooves, etc. at the point of contact of the caulk. Perform removal to leave a smooth surface.

5. Provide two separate layers of encapsulant.
   a. Follow manufacturer recommendations
   b. Each coat shall be a separate and distinct color.
   c. Color of each coat colors shall be as approved by the architect and may include “special colors”.
   d. System total shall be a minimum of 10 mils.

6. Installation of new work that will disturb porous materials within three inches of original caulk shall be performed in accordance with this specification.

F. Waste Clean-Up

1. All accumulations of hazardous waste material shall be containerized using HEPA vacuums or rubber or plastic dustpans, squeegees or shovels.
   a. Surfaces shall be HEPA vacuumed after gross cleanup.
   b. Waste during removal and initial cleanup shall be immediately bagged, wrapped or containerized upon removal.
   c. Cleanup shall be performed whenever enough loose debris/waste material has been removed to fill a single leak-tight container.

2. Containerize all removed materials, including non-porous components that Contractor has not elected to clean to a Visual Standard No.2, Near-White Blast Cleaned Surface Finish, of the National Association of Corrosion Engineering (NACE).

G. Packaging Waste

1. All waste shall be packaged, labeled and marked for transport and disposal in accordance with applicable requirements of 6 NYCRR 372 and 49 CFR 172, 173, 178 and 179.
   a. Marking Format:
      1) “HAZARDOUS WASTE –Federal Law Prohibits Improper Disposal. If found, contact the nearest police or public safety authority or the U.S. Environmental Protection Agency.
      2) Generator’s Name and Address ________________________________
      3) Generator’s EPA Identification Number __________________________
      4) Manifest Tracking Number ___________________________________

2. All waste generated shall be bagged, wrapped or containerized immediately upon removal. Cleanup accumulations of loose debris/waste material whenever enough loose debris/waste material has been generated to fill a single leak-tight container.
H. Final Cleaning

1. First Cleaning: All surfaces of the regulated work area shall be HEPA-vacuumed.

2. Second Cleaning
   a. Non-porous surfaces shall be wet-cleaned using rags, mops and sponges.
   b. Porous surfaces shall be HEPA-vacuumed a second time.

3.7 TRANSPORTATION AND DISPOSAL PROCEDURES

A. Temporary On-Site Storage and Protection: Provide storage on site of hazardous materials removed from service and scheduled for disposal to prevent damage or vandalism. Do not exceed 90 days storage on site.

B. Temporary On-Site Storage and Protection: Provide storage on site of hazardous materials removed from service and scheduled for disposal complying with requirements of 6 NYCRR 372.2 (a) (8). Do not exceed 90 days storage on site.

C. Hazardous Waste Determination: Provide analysis required by Treatment, Storage or Disposal facility to document hazardous waste determination.

D. Hazardous Waste Manifests

1. Provide and complete the Uniform Hazardous Waste Manifest, obtained from a USEPA Approved Registered Printer.

2. Maintain manifest from date of transport until date of disposal, destruction or recycling.

3. Return fully executed manifests to Owner within 30 days of date waste left site for review and signature.

4. Use following type of manifest as applicable:
   a. If waste is to be disposed of in New York State or if waste is to be disposed of in state not requiring use of specific manifest form, use New York State Uniform Hazardous Waste Manifest;

   b. If the waste is to be disposed of in state other than New York State and that state requires use of specific manifest form, use manifest required by state where waste is to be disposed in lieu of New York State Uniform Hazardous Waste Manifest.

E. Disposal - Transport hazardous waste to treatment or disposal facility that:

1. Is permitted, licensed or registered by state to dispose of hazardous waste;

2. Has interim status to dispose of hazardous waste;

3. Is authorized to manage hazardous waste under Resource Conservation and Recovery Act (RCRA) or
4. Is facility which:
   a. Beneficially uses or reuses, or legitimately recycles or reclaims its waste; or
   b. Treats its waste prior to beneficial use or reuse, or legitimate recycling or reclamation.

3.8 ADJUSTING/CLEANING

A. At least weekly, remove from building site debris, rubbish, and other materials resulting from hazardous material disposal operations.

1. If additional hazardous materials are encountered during hazardous material disposal operations, comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.

2. Burning of removed materials not permitted on Project Site.

3. Transport materials removed and legally dispose off-site.

B. Sweep building broom clean at end of each workday and on completion of hazardous material removal operations.

C. Upon completion of hazardous material removal, remove tools, equipment, and demolished materials from Site. Remove protections and leave interior areas broom clean. Change filters on air-handling equipment to remain.

3.9 FIELD QUALITY CONTROL

A. The Owner reserves the right to engage a Project Monitoring firm to perform Monitoring services, take samples, and prepare reports.

B. Laboratory Certification: Each laboratory used shall be approved by the New York State Department of Health’s Environmental Laboratory Approval Program (NYSDOH ELAP) for the analysis performed.

C. Contractor to:

   1. Provide Monitoring firm with access to work area(s) to perform necessary inspections, sampling, etc. prior to, during and after completion of removal activities.
   2. Provide Monitoring firm with ladders, lifts, safety equipment, electrical power, lighting, etc.
   3. Coordinate with Monitoring firm for scheduled work. Provide a minimum of 48 hour notice for additional shifts / weekend work.
D. Clearance Inspections

1. Supervisor shall perform a completeness of removal and cleaning visual inspection after completion of all removal and cleaning work.
   a. Supervisor inspection shall successfully document completeness of removal and cleaning prior to requesting an inspection from the Project Monitor.
   b. Supervisor shall document the results of the inspection in the Daily Project Log.

2. Project Monitor visual inspection
   a. The Project Monitor shall perform a visual inspection to determine the completeness of removal and cleaning
   b. Both the Project Monitor and the Supervisor shall document the findings of the inspection in the Contractor Daily Project Log.

3. Clearance Criteria: Once the area has successfully passed the Supervisor and Project Monitor final visual inspection and achieved required air sampling clearance criteria, the area is considered to have successfully achieved clearance criteria. The work area may then be dismantled.

END OF SECTION 02 84 00
SECTION 06 10 53 - MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
   A. Section Includes:
      1. Wood blocking and nailers.
      2. Fasteners.
      3. Isolation barrier membrane.

1.3 DEFINITIONS
   A. Dimension Lumber: Lumber of 2 inches nominal or greater but less than 5 inches nominal in least dimension.
   B. Lumber grading agencies, and the abbreviations used to reference them, include the following:
      2. NLGA: National Lumber Grades Authority.
      4. WCLIB: West Coast Lumber Inspection Bureau.
      5. WWPA: Western Wood Products Association.

1.4 SUBMITTALS, GENERAL
   A. General: Submit all action submittals and informational submittals required by this Section concurrently.

1.5 ACTION SUBMITTALS
   A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site. Include copies of warranties from chemical treatment manufacturers for each type of treatment.
1. **Wood-Preservative-Treated Materials:**
   a. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.

2. Miscellaneous lumber.

3. Fasteners.

### 1.6 DELIVERY, STORAGE, AND HANDLING

A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

### PART 2 - PRODUCTS

#### 2.1 WOOD PRODUCTS, GENERAL

A. Lumber: U.S. Department of Commerce (DOC) PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.

2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.

3. Provide dressed lumber, S4S, unless otherwise indicated.

B. Maximum Moisture Content of Lumber: 19 percent unless otherwise indicated.

#### 2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with the ground.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

D. Application: Treat items indicated on Drawings, and the following:
   1. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.

2.3 PRESERVATIVE- TREATED PLYWOOD

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.
   1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

B. Mark plywood with appropriate classification marking of an inspection agency acceptable to authorities having jurisdiction.

C. Application: Treat items indicated on Drawings.

2.4 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
   1. Blocking.
   2. Nailers.

B. For items of dimension lumber size, provide Construction or No. 2 grade lumber and any of the following species:
   1. Hem-fir (north); NLGA.
   2. Mixed southern pine; SPIB.
   3. Spruce-pine-fir; NLGA.
   4. Hem-fir; WCLIB or WWPA.
   5. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

C. For concealed boards, provide lumber with 19 percent maximum moisture content and any of the following species and grades:
   1. Mixed southern pine, No. 3 grade; SPIB.
   2. Hem-fir or hem-fir (north), Standard or No. 3 Common grade; NLGA, WCLIB, or WWPA.
   3. Spruce-pine-fir (south) or spruce-pine-fir, Standard or No. 3 Common grade; NeLMA, NLGA, WCLIB, or WWPA.

D. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.
2.5 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.

1. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners of Type 304 stainless steel.

B. Nails, Brads, and Staples: ASTM F 1667.


1. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2.

2.6 MISCELLANEOUS MATERIALS

A. Isolation barrier membrane: Self-adhering, high-temperature sheet, minimum 15 mils thick, consisting of cross-laminated polyethylene-film top surface laminated to layer of butyl adhesive, with release-liner backing; cold applied, in roll width to match or exceed width of area to be protected. Provide primer when recommended by membrane manufacturer.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

   a. Grace Construction Products, a unit of W. R. Grace & Co.; “Vycor Pro”.
   b. Equivalents meeting requirements of specified products.

B. Water-Repellent Preservative: NWWDA-tested and -accepted formulation containing 3-iodo-2-propynyl butyl carbamate, combined with an insecticide containing chloropyrifos as its active ingredient.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Beginning installation constitutes Contractor’s acceptance of substrates and conditions.

B. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.

C. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous isolation barrier membrane between wood and metal decking.

D. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
E. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

F. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.

G. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
   1. NES NER-272 for power-driven fasteners.
   2. Table 2304.9.1, "Fastening Schedule," in building code in effect for Project.

H. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

3.2 WOOD BLOCKING AND NAILER INSTALLATION

   A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.

   B. Attach items to substrates to support applied loading. Recess fasteners flush with surfaces unless otherwise indicated.

END OF SECTION 06 10 53
SECTION 07 42 13.23 - INSULATED SPANDREL PANELS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
   A. Section Includes:
      1. Aluminum exterior faced insulated spandrel panels.
      2. Glazed exterior faced insulated spandrel panels.

1.3 SUBMITTALS, GENERAL
   A. General: Submit all action submittals (except Samples for Verification) required by this Section concurrently.

1.4 ACTION SUBMITTALS
   A. Product Data: For each type of product. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of panel.
      1. Aluminum exterior faced insulated spandrel panels.
      2. Glazed exterior faced insulated spandrel panels.
   B. Shop Drawings: Include fabrication and installation layouts of panels.
   C. Samples for Initial Selection: For each type of panel indicated with factory-applied color finishes.
   D. Samples for Verification: For each type of exposed finish, prepared on Samples of size indicated below.
      1. Insulated Spandrel Panels: 12 inches (305 mm) square.

1.5 CLOSEOUT SUBMITTALS
   A. Maintenance Data: For panels to include in maintenance manuals.
   B. Warranty Certificate: Manufacturer’s lamination and finish warranties.
1.6 QUALITY ASSURANCE

A. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for fabrication and installation.

1. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver panels so as not to be damaged or deformed. Package panels for protection during transportation and handling.

B. Unload, store, and erect panels in a manner to prevent bending, warping, twisting, and surface damage.

C. Retain strippable protective covering on panels during installation.

1.8 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of panels to be performed according to manufacturers' written instructions.

1.9 COORDINATION

A. Coordinate panel installation with other adjoining work to provide a leakproof, secure, and noncorrosive installation.

1.10 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace products that fail in materials or fabrication within specified warranty periods.

1. Failures include, but are not limited to, the following:

a. Structural failures including cracking and deforming.

b. Delamination of materials beyond normal weathering.

2. Warranty Period:

a. Product Warranty: 25 years from date of Substantial Completion.

b. Finish Warranty: 20 years from date of Substantial Completion.
PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.2 INSULATED SPANDREL PANELS

A. Insulated Spandrel Panels: Laminated, metal-faced (glazed face where indicated) flat panels with no deviations in plane exceeding 0.8 percent of panel dimension in width or length.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   a. Lurie Panels.
   b. Mapes Architectural Products, Inc.
   c. Nudo Products.

2. Overall Panel Thickness: 2 inch (25.4 mm), 1 inch (vif) at existing curtainwall framing.

3. Exterior Skin (typical unless noted otherwise): Aluminum.
   a. Thickness: Manufacturer’s standard for finish and texture indicated.
   b. Finish: Two-coat fluoropolymer.
   c. Texture: Smooth.
   d. Color: As selected by Architect from manufacturer’s full range.
   e. Backing Sheet: 0.157-inch- (4-mm-) thick, cement board.

4. Exterior Skin (where indicated): Fully-tempered, ceramic-coated on number 2 side, Ceramic-coated spandrel glass (Type FTS) glazing. (Refer to Section 08 80 00 – Glazing).
   a. Thickness: ¼-inch.
   b. Color: As selected by Architect from manufacturer’s full range.
   c. Siliconized Opacicoats will not be accepted.

5. Interior Skin: Aluminum.
   a. Thickness: Manufacturer's standard for finish and texture indicated.
   b. Finish: Two-coat fluoropolymer.
   c. Texture: Smooth.
   d. Color: As selected by Architect from manufacturer’s full range.
   e. Backing Sheet: ½” gypsum board.
6. Thermal Insulation Core: Manufacturer's standard rigid, closed-cell, polyisocyanurate board.

7. Surface-Burning Characteristics: For exposed interior surfaces of panels, when tested according to ASTM E 84 as follows:
   a. Flame-Spread Index: 75 or less.
   b. Smoke-Developed Index: 450 or less.

2.3 MISCELLANEOUS MATERIALS
   A. Panel Sealants: Provide sealant type recommended by manufacturer that are compatible with panel materials, are non-staining, and do not damage panel finish.

2.4 FABRICATION
   A. General: Fabricate and finish metal panels at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated dimensional and structural requirements.

2.5 FINISHES
   A. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
   B. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
   C. High-Performance Organic Finish: Two-coat fluoropolymer finish complying with AAMA 2605 and containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
      1. Color and Gloss: As selected by Architect from manufacturer's full range.

PART 3 - EXECUTION

3.1 EXAMINATION
   A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, panel framing, and other conditions affecting performance of the Work. Examine roughing-in for components and systems penetrating panels to verify actual locations of penetrations relative to panels before installation.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. Beginning installation constitutes Contractor’s acceptance of substrates and conditions.

3.2 PANEL INSTALLATION

A. General: Install panels according to manufacturer's written instructions in orientation, sizes, and locations indicated. Anchor panels securely in place, with provisions for thermal and structural movement. Install panels behind louvers where indicated.

B. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action as recommended in writing by panel manufacturer.

C. Joint Sealers: Install gaskets, joint fillers, and sealants where indicated and where required for weathertight performance of panel assemblies. Provide types of gaskets, fillers, and sealants indicated by panel manufacturer; or, if not indicated, provide types recommended by panel manufacturer.

1. Prepare joints and apply sealants to comply with requirements in Section 07 92 00 "Joint Sealants."

3.3 CLEANING AND PROTECTION

A. Remove temporary protective coverings and strippable films, if any, as panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of panel installation, clean finished surfaces as recommended by panel manufacturer. Maintain in a clean condition during construction.

B. Replace panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 07 42 13.23
SECTION 07 92 00 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Silicone joint sealants.

1.3 SUBMITTALS, GENERAL

A. General: Submit all action submittals (except Samples for Verification) and informational submittals required by this Section concurrently.

1.4 ACTION SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

C. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch-wide joints formed between two 6-inch-long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

D. Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.

1.5 ACTION SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

1. Cylindrical sealant backings.
2. Bond-breaker tape.
3. Primer.
4. Cleaners for nonporous surfaces.
B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

C. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch-wide joints formed between two 6-inch-long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

D. Joint-Sealant Schedule: Include the following information:
   1. Joint-sealant application, joint location, and designation.
   2. Joint-sealant manufacturer and product name.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.

B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.

1.7 PROJECT CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:
   1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
   2. When joint substrates are wet.
   3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
   4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

B. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

C. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.

D. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range of standard colors.
2.2 SILICONE JOINT SEALANTS

A. Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 100/50, for Use NT.

   1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

      a. Dow Corning Corporation; 790.
      b. GE Advanced Materials - Silicones; SilPruf LM SCS2700.
      c. Pecora Corporation; 890.
      d. Tremco Incorporated; Spectrem 1.

   2. Color of joint sealant is to match color of aluminum window and/or curtain wall, refer to Section 08 44 13 - Glazed Aluminum Curtain Walls and Section 08 51 13 – Aluminum Windows.

2.3 JOINT SEALANT BACKING

A. General: Provide sealant backings of material that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin) or Type O (open-cell material), as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.4 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.
PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. Beginning installation constitutes Contractor’s acceptance of substrates and conditions.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.

2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.

3. Remove laitance and form-release agents from concrete.

4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
   1. Do not leave gaps between ends of sealant backings.
   2. Do not stretch, twist, puncture, or tear sealant backings.
   3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.

D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
   1. Place sealants so they directly contact and fully wet joint substrates.
   2. Completely fill recesses in each joint configuration.
   3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability, joint depth to be half of width (1” max) typical.

F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
   1. Remove excess sealant from surfaces adjacent to joints.
   2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
   3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.

3.4 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.
3.6 JOINT-SEALANT SCHEDULE


1. Joint Locations:
   a. Joints between metal and metal and masonry.
   b. Other joints as indicated.


END OF SECTION 07 92 00
SECTION 08 44 13 - GLAZED ALUMINUM CURTAIN WALLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
   A. Section includes conventionally glazed aluminum curtain walls installed as stick assemblies.

1.3 SUBMITTALS, GENERAL
   A. General: Submit all action submittals (except Samples for Verification) and informational submittals required by this Section concurrently.

1.4 ACTION SUBMITTALS
   A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
      1. Framing members.
      2. Brackets and reinforcements.
      3. Fasteners and accessories.
      4. Anchors.
      5. Concealed flashing.
      7. Glazing sealants.
      8. Isolation barrier membrane.
      9. Integral blinds.

   B. Shop Drawings: For glazed aluminum curtain walls. Include field dimensioned plans, elevations, sections, full-size details, and attachments to other work.
      1. Include details of provisions for assembly expansion and contraction and for draining moisture occurring within the assembly to the exterior.
      2. Include full-size isometric details of each vertical-to-horizontal intersection of glazed aluminum curtain walls, showing the following:
         a. Mullion details, including reinforcement and stiffeners.
         b. Joinery details.
         c. Expansion provisions.
         d. Insulated spandrel panel details.
         e. Flashing and drainage details.
f. Thermal-break details.
g. Glazing details.
h. Integral blind details.
i. Anchoring details.
j. Deflection tracks and subframes.
k. Panning and trim.
l. Subsills and sill extensions.

C. Samples for Initial Selection and Verification: For units with factory-applied color finishes.
   1. Include Samples of window system demonstrating all specified features and components including integral blind and removable glazing panel (if required by Architect).
   2. Include Samples of specified color on metal representing actual finishes.
   3. Include Samples of all hardware and accessories involving color selections.
   4. Include Samples of integral blind involving color selections.
   5. Include sample of specified insect screen and frame.

D. Samples for Verification: For each type of exposed finish required, in manufacturer's standard sizes.

E. Delegated-Design Submittal: For glazed aluminum curtain walls indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified Installer.

B. Energy Performance Certificates: For glazed aluminum curtain walls, accessories, and components from manufacturer.
   1. Basis for Certification: NFRC-certified energy performance values for each glazed aluminum curtain wall.

1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: For glazed aluminum curtain walls to include in maintenance manuals.

1.7 QUALITY ASSURANCE

A. Manufacturer Qualifications: A manufacturer capable of fabricating glazed aluminum curtain walls that meet or exceed energy performance requirements indicated and of documenting this performance by certification, labeling, and inclusion in lists.

B. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
C. Product Options: Information on Drawings and in Specifications establishes requirements for aesthetic effects and performance characteristics of assemblies. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction.

1. Do not revise intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If revisions are proposed, submit comprehensive explanatory data to Architect for review.

D. Preinstallation Conference: Conduct conference at Project site.

1.8 PROJECT CONDITIONS

A. Field Measurements: Verify aluminum curtain wall openings, specific conditions and locations of structural supports by field measurements before fabrication and indicate measurements on Shop Drawings.

1.9 WARRANTY

A. Special Assembly Warranty: Manufacturer agrees to repair or replace components of glazed aluminum curtain wall that do not comply with requirements or that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:
   a. Failure to meet performance requirements.
   b. Structural failures including excessive deflection, water leakage, air infiltration or condensation.
   c. Water/air penetration/infiltration through curtainwall system.
   d. Failure of operating components and hardware.
   e. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
   f. Failure of insulating glass.
   g. Failure of integral blind system operation.

2. Warranty Period:
   a. Curtainwall System: 10 years from date of Substantial Completion.
   b. Integral Blind System: 10 years from date of Substantial Completion.
   c. Glazing: 10 years from date of Substantial Completion.

B. Special Finish Warranty: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of factory-applied finishes within specified warranty period.

1. Deterioration includes, but is not limited to, the following:
   a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

2. Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 01 40 00 "Quality Requirements," to design glazed aluminum curtain walls.

B. General Performance: Comply with performance requirements specified, as determined by testing of glazed aluminum curtain walls representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction.

1. Glazed aluminum curtain walls shall withstand movements of supporting structure including, but not limited to, story drift, twist, column shortening, long-term creep, and deflection from uniformly distributed and concentrated live loads.

2. Failure also includes the following:
   a. Thermal stresses transferring to building structure.
   b. Glass breakage.
   c. Noise or vibration created by wind and thermal and structural movements.
   d. Loosening or weakening of fasteners, attachments, and other components.
   e. Failure of operating units.

C. Structural Loads:

1. Wind Loads: Determine loads based on applicable building code requirements including applicable portions of ASCE/SEI 7 and the design criteria indicated on Drawings.

D. Deflection of Framing Members: At design wind pressure, as follows:

1. Deflection Normal to Wall Plane: Limited to edge of glass in a direction perpendicular to glass plane shall not exceed L/175 of the glass edge length for each individual glazing lite or an amount that restricts edge deflection of individual glazing lites to 3/4 inch, whichever is less.

2. Deflection Parallel to Glazing Plane: Limited to L/360 of clear span or 1/8 inch, whichever is smaller.
   a. Operable Units: Provide a minimum 1/16-inch clearance between framing members and operable units.

E. Structural: Test according to ASTM E 330 as follows:

1. When tested at positive and negative wind-load design pressures, systems do not evidence deflection exceeding specified limits.
2. When tested at 150 percent of positive and negative wind-load design pressures, systems, including anchorage, do not evidence material failures, structural distress, and permanent deformation of main framing members exceeding 0.2 percent of span.

3. Test Durations: As required by design wind velocity, but not less than 10 seconds.

F. Air Infiltration: Test according to NFRC 400 or ASTM E 283 for infiltration as follows:
   1. Fixed Framing and Glass Area:
      a. Maximum air leakage of 0.06 cfm/sq. ft. at a static-air-pressure differential of 1.57 lbf/sq. ft.

G. Water Penetration under Static Pressure: Test according to ASTM E 331 as follows:
   1. No evidence of water penetration through fixed glazing and framing areas when tested according to a minimum static-air-pressure differential of 20 percent of positive wind-load design pressure, but not less than 15 lbf/sq. ft.

H. Interstory Drift: Accommodate design displacement of adjacent stories indicated.
   1. Design Displacement: h/100.
   2. Test Performance: Complying with criteria for passing based on building occupancy type when tested according to AAMA 501.4 at design displacement and 1.5 times the design displacement.

I. Seismic Performance: Glazed aluminum curtain walls shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
   1. Seismic Drift Causing Glass Fallout: Complying with criteria for passing based on building occupancy type when tested according to AAMA 501.6 at design displacement and 1.5 times the design displacement.
   2. Vertical Interstory Movement: Complying with criteria for passing based on building occupancy type when tested according to AAMA 501.7 at design displacement and 1.5 times the design displacement.

J. Energy Performance: Certify and label energy performance according to NFRC as follows:
   1. Thermal Transmittance (U-factor): Fixed glazing and framing areas shall have U-factor of not more than 0.32 Btu/sq. ft. x h x deg F using .24 center of glass U-Values as determined according to NFRC 100.
   2. Condensation Resistance: Fixed glazing and framing areas shall have an NFRC-certified condensation resistance rating of no less than 45 as determined according to NFRC 500.
   3. Provide CMA Label Certificate for Thermal Code Compliance. Products utilized must listed on the NFRC Certified Product Directory. All product must utilize NFRC Component Modeling Approach with Independent Third party tested validation. Products that been Modeled using NFRC criteria and have not had product Third Party verified shall not be permitted.
K. Noise Reduction: Test according to ASTM E 90-02, with ratings determined by ASTM E 1332, as follows.

L. Thermal Movements: Allow for thermal movements resulting from ambient and surface temperature changes:
   1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.2 MANUFACTURERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide EFCO Corporation; System 5900 (XTERM DURACAST THERMAL CURTAIN WALL), or comparable product including, but not limited to, products by one of the following:
   1. Kawneer
   2. Wausau Window and Wall Systems
   3. Vistawall Architectural Products
   4. Oldcastle Building Envelope

2.3 MATERIALS

A. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
   2. Extruded Bars, Rods, Profiles, and Tubes: ASTM B 221.
   3. Extruded Structural Pipe and Tubes: ASTM B 429/B 429M.
   4. Structural Profiles: ASTM B 308/B 308M.
   5. Welding Rods and Bare Electrodes: AWS A5.10/A5.10M.

B. Steel Reinforcement: Manufacturer's standard zinc-rich, corrosion-resistant primer complying with SSPC-PS Guide No. 12.00; applied immediately after surface preparation and pretreatment. Select surface preparation methods according to recommendations in SSPC-SP COM and prepare surfaces according to applicable SSPC standard.
   1. Structural Shapes, Plates, and Bars: ASTM A 36/A 36M.
   2. Cold-Rolled Sheet and Strip: ASTM A 1008/A 1008M.
   3. Hot-Rolled Sheet and Strip: ASTM A 1011/A 1011M.

C. Fiberglass Composite Pressure Plate:
   1. Material shall be a fiberglass composite with a Flexural strength of no less than 82 ksi (565 Mpa) along the lineal’s major axis.
   2. Material thermal conductivity shall be no more than 2 BTU·in/hr·ft²·°F (0.289 W/m²•K).
2.4 FRAMING

A. Framing Members: Manufacturer's extruded- or formed-aluminum framing members of thickness required and reinforced as required to support imposed loads.
   2. Glazing System: Retained mechanically with gaskets on four sides.
   4. Dimensions: Width = 2 ½”, Depth = 6” unless noted to be deeper on Drawings (7 ½” at Legislative Office Building).

B. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.

C. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.
   1. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
   2. Reinforce members as required to receive fastener threads.

D. Anchors: Three-way adjustable anchors with minimum adjustment of 1 inch that accommodate fabrication and installation tolerances in material and finish compatible with adjoining materials and recommended by manufacturer.

E. Concealed Flashing: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding flashing compatible with adjacent materials.

2.5 GLAZING

A. Glazing: Comply with Division 08 Section "Glazing."

B. Glazing Gaskets: Manufacturer's standard sealed-corner pressure-glazing system of black, resilient elastomeric glazing gaskets, setting blocks, and shims or spacers.

C. Glazing Sealants: As recommended by manufacturer.

2.6 INTEGRAL BLINDS AND REMOVABLE INTERIOR GLAZING PANEL

A. Coordinated system allowing for control of daylight via operation of blinds between 1” exterior lite of insulated glazing and ¼” interior removable lite.

B. Removable interior glazing panel: Extruded aluminum head and sill rails to accept removable ¼” glazing panel with security fasteners.

C. blinds: 5/8” aluminum blinds, .008” thickness, color selected from manufacturer’s standard finish options. Operation of blinds shall be performed without opening the interior panel or insect screen.
   1. Exterior lite – 1” insulated glass (Type FY/FCE unless noted otherwise).
   2. 5/8” aluminum blinds in a color selected from manufacturer’s standard finish options.
   3. Head and sill rails shall be extruded aluminum.
4. All tilting of blinds shall be performed without opening the interior panel or insect screen.
5. Blind control to be located at lower left of window, typical unless a conflict exists – verify in field.
6. Interior lite – ¼” thickness, clear color, tempered glazing (Type FC, typical or Type HCL, where indicated on drawings) takeout panel with security fasteners.

2.7 INSULATED SPANDREL PANELS

A. Insulated Spandrel Panels: Comply with Section 07 42 13.23 "Insulated Spandrel Panels."
B. Insulated Spandrel Panel Gaskets: Manufacturer’s standard sealed-corner pressure-glazing system of black, resilient elastomeric glazing gaskets, setting blocks, and shims or spacers.
C. Insulated Spandrel Panel Sealants: As recommended by manufacturer.

2.8 OPERABLE UNITS

A. Venting Windows: Comply with Division 08 Section "Aluminum Windows."

2.9 ACCESSORY MATERIALS

A. Isolation barrier membrane: Self-adhering, high-temperature sheet, minimum 15 mils thick, consisting of cross-laminated polyethylene-film top surface laminated to layer of butyl adhesive, with release-liner backing; cold applied, in roll width to match or exceed width of area to be protected. Provide primer when recommended by membrane manufacturer.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
   a. Grace Construction Products, a unit of W. R. Grace & Co.; “Vycor Pro”.
   b. Equivalents meeting requirements of specified products.

2.10 FABRICATION

A. Form or extrude aluminum shapes before finishing.
B. Thermally Broken Construction: Fabricate aluminum curtain wall with an integral, concealed, low-conductance thermal barrier; located between exterior materials and curtain wall members exposed on interior side; in a manner that eliminates direct metal-to-metal contact.

1. Provide thermal-break construction that has been in use for not less than three years and has been tested to demonstrate resistance to thermal conductance and condensation and to show adequate strength and security of glass retention.

C. Fabricate components that, when assembled, have the following characteristics:

1. Profiles that are sharp, straight, and free of defects or deformations.
2. Accurately fitted joints with ends coped or mitered.
3. Physical and thermal isolation of glazing from framing members.
4. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
5. Provisions for field replacement of glazing.
6. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.

D. Fabricate components that, when assembled, have the following characteristics:

1. Internal guttering system or other means to drain water passing joints, condensation occurring within framing members, and moisture migrating within glazed aluminum curtain wall to exterior.

E. Curtain-Wall Framing: Fabricate components for assembly using shear-block system.

F. Subsills and Sill Extensions: Provide subsills and sill extensions with anchors for window units as shown, of profile and dimensions indicated and required to match slope and projection of existing masonry sill, not less than 0.062-inch-thick extruded aluminum. Attach with concealed mechanical joint fasteners. Finish to match window units. Provide subsills and sill extensions capable of withstanding design loads of window units.

G. Trim: Provide interior trim as shown and as required to cover juncture of building construction materials, to provide finished openings. Provide trim of not less than 0.062-inch thick extruded aluminum of profile and dimensions indicated and/or required. Finish to match curtain wall units.

1. Interior Trim: Provide two-piece extruded aluminum snap trim.

H. Glazing Stops: Provide snap-on glazing stops coordinated with Division 08 Section "Glazing" and glazing system indicated. Provide glazing stops to match sash and ventilator frames.

I. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings

2.11 ALUMINUM FINISHES

A. All Buildings: High-Performance Organic Finish: Two-coat fluoropolymer finish complying with AAMA 2605 and containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

1. Color (different colors may be selected for each building): As selected by Architect from manufacturer's full range including, but not limited to, “DARK BRONZE by Metal-Era.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas, with Installer present, 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.

C. Beginning installation constitutes Contractor’s acceptance of substrates and conditions.

3.2 INSTALLATION

A. General:

1. Comply with manufacturer's written instructions.
2. Do not install damaged components.
3. Fit joints to produce hairline joints free of burrs and distortion.
4. Rigidly secure non-movement joints.
5. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.
6. Seal joints watertight unless otherwise indicated.

B. Metal Protection:

1. Where aluminum will contact dissimilar metals, protect against galvanic action by applying sealant or tape or installing nonconductive spacers as recommended by manufacturer for this purpose.
2. Where aluminum will contact concrete or masonry, protect against corrosion by applying sealant or tape as recommended by manufacturer for this purpose.

C. Install components to drain water passing joints, condensation occurring within framing members, and moisture migrating within glazed aluminum curtain wall to exterior.

D. Install components plumb and true in alignment with established lines and grades.

E. Install operable units level and plumb, securely anchored, and without distortion. Adjust weather-stripping contact and hardware movement to produce proper operation.

F. Install glazing as specified in Division 08 Section "Glazing."

G. Install Insulated Spandrel Panels as specified in Division 08 Section 07 42 13.23 "Insulated Spandrel Panels."

3.3 ERECTION TOLERANCES

A. Erection Tolerances: Install glazed aluminum curtain walls to comply with the following maximum tolerances:

1. Plumb: 1/8 inch in 10 feet; 1/4 inch in 40 feet.
2. Level: 1/8 inch in 20 feet; 1/4 inch in 40 feet.
3. Alignment:

a. Where surfaces abut in line or are separated by reveal or protruding element up to 1/2 inch wide, limit offset from true alignment to 1/16 inch.
b. Where surfaces are separated by reveal or protruding element from 1/2 to 1 inch wide, limit offset from true alignment to 1/8 inch.

c. Where surfaces are separated by reveal or protruding element of 1 inch wide or more, limit offset from true alignment to 1/4 inch.

4. Location: Limit variation from plane to 1/8 inch in 12 feet; 1/2 inch over total length.

3.4 FIELD QUALITY CONTROL

A. Testing Agency: Owner may engage a qualified testing agency to perform tests and inspections.

B. Test Area: Perform tests on representative areas of glazed aluminum curtain walls.

C. Field Quality-Control Testing: Perform the following test on representative areas of glazed aluminum curtain walls.

1. Water-Spray Test: Before installation of interior finishes has begun, areas designated by Architect shall be tested according to AAMA 501.2 and shall not evidence water penetration.
   a. Perform a minimum of two tests in areas as directed by Architect.

2. Air Infiltration: ASTM E 783 at 1.5 times the rate specified for laboratory testing in "Performance Requirements" Article but not more than 0.09 cfm/sq. ft. (0.45 L/s per sq. m) at a static-air-pressure differential of 1.57 lbf/sq. ft. (75 Pa).
   a. Perform a minimum of two tests in areas as directed by Architect.

3. Water Penetration: ASTM E 1105 at a minimum uniform static-air-pressure differential of 0.67 times the static-air-pressure differential specified for laboratory testing in "Performance Requirements" Article, but not less than 6.24 lbf/sq. ft. (300 Pa), and shall not evidence water penetration.

D. Glazed aluminum curtain walls will be considered defective if they do not pass tests and inspections.

E. Prepare test and inspection reports.

END OF SECTION 08 44 13
SECTION 08 51 13 - ALUMINUM WINDOWS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes fixed and operable aluminum-framed windows.

1.3 DEFINITIONS

A. Performance class designations according to AAMA/WDMA 101/I.S.2/NAFS:
   1. AW: Architectural.

B. Performance grade number according to AAMA/WDMA 101/I.S.2/NAFS:
   1. Design pressure number in pounds force per square foot used to determine the structural test pressure and water test pressure.

C. Structural Test Pressure: For uniform load structural test, is equivalent to 150 percent of the design pressure.

D. Minimum Test Size: Smallest size permitted for performance class (gateway test size). Products must be tested at minimum test size or at a size larger than minimum test size to comply with requirements for performance class.

1.4 SUBMITTALS, GENERAL

A. General: Submit all action submittals (except Samples for Verification) and informational submittals required by this Section concurrently.

1.5 ACTION SUBMITTALS

A. Product Data: Include construction details, material descriptions, fabrication methods, dimensions of individual components and profiles, hardware, finishes, and operating instructions for each type of aluminum window indicated.

   1. Projected awning window.
   2. Fixed window for use with projected awning window.
   3. Hardware
   4. Insect screens.
   5. Integral blinds.
B. Shop Drawings: Include field dimensioned plans, elevations, sections, details, hardware, accessories, insect screens, attachments to other work, operational clearances, installation details, and the following:

1. Mullion details, including reinforcement and stiffeners.
2. Joinery details.
4. Insulated spandrel panel details.
5. Flashing and drainage details.
8. Glazing details.
9. Integral blind details.
10. Anchoring details.
11. Deflection tracks and subframes.
12. Panning and trim.
13. Subsills and sill extensions.

C. Samples for Initial Selection and Verification: For units with factory-applied color finishes.

1. Include Samples of window system demonstrating all specified features and components including integral blind and removable glazing panel (if required by Architect).
2. Include Samples of specified color on metal representing actual finishes.
3. Include Samples of all hardware and accessories involving color selections.
4. Include Samples of Integral blind involving color selections.
5. Include sample of specified insect screen and frame.

D. Product Schedule: For aluminum windows. Use same designations indicated on Drawings.

E. Warranty: Sample of special warranty specified in this Section.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer and manufacturer.

B. Product Certificates: Confirming conformance with current energy code.

C. Product Test Reports: Based on evaluation of comprehensive tests performed within the last four years by a qualified testing agency for each type, class, grade, and size of aluminum window. Test results based on use of downsized test units will not be accepted.

1.7 CLOSEOUT SUBMITTALS

A. Maintenance Data: For operable window sash, operating hardware, weather stripping, and finishes to include in maintenance manuals.

B. Warranty: Executed special warranty.
1.8 QUALITY ASSURANCE

A. Installer Qualifications: An installer acceptable to aluminum window manufacturer for installation of units required for this Project.

1. Installer's responsibilities include providing professional engineering services needed to assume engineering responsibility.

2. Engineering Responsibility: Preparation of data for aluminum windows, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.

B. Manufacturer Qualifications: A manufacturer capable of fabricating aluminum windows that meet or exceed performance requirements indicated and of documenting this performance by inclusion in lists and by labels, test reports, and calculations.

C. Source Limitations: Obtain aluminum windows through one source from a single manufacturer.

D. Product Options: Drawings indicate size, profiles, and dimensional requirements of aluminum windows and are based on the specific system indicated. Refer to Division 01 Section "Product Requirements." Do not modify size and dimensional requirements.

1. Do not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If modifications are proposed, submit comprehensive explanatory data to Architect for review.


1. Provide AAMA-certified aluminum windows with an attached label.

F. Glazing Publications: Comply with published recommendations of glass manufacturers and with GANA's "Glazing Manual" unless more stringent requirements are indicated.

G. 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 for each type of window indicated, in locations designated by Architect.

H. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to aluminum windows including, but not limited to, the following:

1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress.

2. Review and discuss the finishing of aluminum windows that is required to be coordinated with the finishing of other aluminum work for color and finish matching.
3. Review, discuss, and coordinate the interrelationship of aluminum windows with other exterior wall components. Include provisions for structural anchorage, glazing, flashing, weeping, sealants, and protection of finishes.

4. Review and discuss the work required to construct a watertight and weathertight exterior building envelope.

5. Inspect and discuss the condition of substrate and other preparatory work performed by other trades.

1.9 PROJECT CONDITIONS

A. Field Measurements: Verify aluminum window openings and specific conditions by field measurements before fabrication and indicate measurements on Shop Drawings.

1.10 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace aluminum windows that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:
   a. Failure to meet performance requirements.
   b. Structural failures including excessive deflection, water leakage, air infiltration, or condensation.
   c. Water/air penetration/infiltration through window system.
   d. Failure of operating components and hardware.
   e. Deterioration of metals, other materials, and metal finishes beyond normal weathering.
   f. Failure of insulating glass.
   g. Failure of integral blind system operation.

2. Warranty Period:
   a. Window: 10 years from date of Substantial Completion.
   b. Integral Blind System: 10 years from date of Substantial Completion.
   c. Glazing: 10 years from date of Substantial Completion.

B. Special Finish Warranty: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of factory-applied finishes within specified warranty period.

1. Deterioration includes, but is not limited to, the following:
   a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
   b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
   c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

2. Warranty Period: 20 years from date of Substantial Completion.
PART 2 - PRODUCTS

2.1 WINDOW PERFORMANCE REQUIREMENTS

A. General: Provide aluminum windows capable of complying with performance requirements indicated, based on testing manufacturer's windows that are representative of those specified, and that are of minimum test size indicated below:


B. Thermal Transmittance:

1. Fixed windows: U-factor of not more than 0.38 Btu/sq. ft. x h x deg F as determined according to NFRC 100 using .24 center of glass U-Values.
2. Operable windows: U-factor of not more than 0.45 Btu/sq. ft. x h x deg F as determined according to NFRC 100 using .24 center of glass U-Factor.

C. Air Infiltration:

1. Maximum air leakage of 0.20 cfm/sq. ft. per AAMA/WDMA/CSA 101/LS.2/A440 or NFRC 400 or
2. Maximum air leakage of 0.3 cfm/sq. ft. when tested in accordance with AAMA/WDMA/CSA 101/LS.2/A440 at a static-air-pressure differential of 6.24 lbf/sq. ft.

D. Thermal Movements: Provide aluminum windows, including anchorage, that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): 120 deg F, ambient; 180 deg F material surfaces.

2.2 MATERIALS

A. Aluminum Extrusions: Alloy and temper recommended by aluminum window manufacturer for strength, corrosion resistance, and application of required finish, but not less than 22,000-psi ultimate tensile strength, not less than 16,000-psi minimum yield strength, and not less than 0.062-inch thickness at any location for the main frame and sash members.

B. Fasteners: Aluminum, nonmagnetic stainless steel, epoxy adhesive, or other materials warranted by manufacturer to be noncorrosive and compatible with aluminum window members, trim, hardware, anchors, and other components.
1. **Reinforcement:** Where fasteners screw anchor into aluminum less than 0.125 inch thick, reinforce interior with aluminum or nonmagnetic stainless steel to receive screw threads, or provide standard, noncorrosive, pressed-in, splined grommet nuts.

2. **Exposed Fasteners:** Unless unavoidable for applying hardware, do not use exposed fasteners. For application of hardware, use fasteners that match finish of member or hardware being fastened, as appropriate.

C. **Anchors, Clips, and Accessories:** Aluminum, nonmagnetic stainless steel, or zinc-coated steel or iron complying with ASTM B 633 for SC 3 severe service conditions; provide sufficient strength to withstand design pressure indicated.

D. **Reinforcing Members:** Aluminum, nonmagnetic stainless steel, or nickel/chrome-plated steel complying with ASTM B 456 for Type SC 3 severe service conditions, or zinc-coated steel or iron complying with ASTM B 633 for SC 3 severe service conditions; provide sufficient strength to withstand design pressure indicated.

E. **Compression-Type Weather Stripping:** Provide compressible weather stripping designed for permanently resilient sealing under bumper or wiper action and for complete concealment when aluminum window is closed.

   1. **Weather-Stripping Material:** Manufacturer's standard system and materials complying with AAMA/WDMA 101/I.S.2/NAFS.
   2. **Weather Seals:** Provide weather stripping with integral barrier fin or fins of semirigid, polypropylene sheet or polypropylene-coated material. Comply with AAMA 701/702.

F. **Replaceable Weather Seals:** Comply with AAMA 701/702.

G. **Sealant:** For sealants required within fabricated windows, provide window manufacturer's standard, permanently elastic, nonshrinking, and nonmigrating type recommended by sealant manufacturer for joint size and movement.

2.3 **PROJECTED AWNING WINDOW**

A. **Basis-of-Design Product:** Subject to compliance with requirements, provide EFCO Corporation; Series PX32 Thermal Projected Architectural Grade (Project-Out and Fixed) (XThERM Thermal 3 ¼” Architectural Window), or comparable product including, but not limited to, products by one of the following:

   1. Litex Incorporated
   2. Peerless Architectural Windows
   3. Wausau Window and Wall Systems
   4. Oldcastle Building Envelope

B. **AAMA/WDMA Performance Requirements:** Provide aluminum windows of performance indicated that comply with AAMA/WDMA 101/I.S.2/NAFS unless more stringent performance requirements are indicated.

   1. **Performance Class and Grade:** AAMA Rating: AW-PG80-AP, AW-PG90-FW.
C. Condensation-Resistance Factor (CRF): Provide aluminum windows tested for thermal performance according to AAMA 1503, showing a CRF of 74.

2.4 FIXED WINDOW

A. Basis-of-Design Product: Subject to compliance with requirements, provide EFCO Corporation; Series PX32 (XTERM Thermal 3 ¼” Architectural Window), or comparable product including, but not limited to, products by one of the following:

1. Litex Incorporated
2. Peerless Architectural Windows
3. Wausau Window and Wall Systems
4. Oldcastle Building Envelope

B. AAMA/WDMA Performance Requirements: Provide aluminum windows of performance indicated that comply with AAMA/WDMA 101/I.S.2/NAFS unless more stringent performance requirements are indicated.


C. Condensation-Resistance Factor (CRF): Provide aluminum windows tested for thermal performance according to AAMA 1503, showing a CRF of 74.

2.5 GLAZING

A. Glazing: Comply with Division 08 Section "Glazing."
B. Glazing Gaskets: Manufacturer's standard sealed-corner pressure-glazing system of black, resilient elastomeric glazing gaskets, setting blocks, and shims or spacers.
C. Glazing Sealants: As recommended by manufacturer.

2.6 INTEGRAL BLINDS AND REMOVABLE INTERIOR GLAZING PANEL

A. Coordinated system allowing for control of daylight via operation of blinds between 1” exterior lite of insulated glazing and ¼” interior removable lite.

B. Removable interior glazing panel: Extruded aluminum head and sill rails to accept removable ¼” glazing panel with security fasteners.

C. Blinds: 5/8” aluminum blinds, .008” thickness, color selected from manufacturer’s standard finish options. Operation of blinds shall be performed without opening the interior panel or insect screen.

1. Exterior lite – 1” insulated glass (Type FY/FCE unless noted otherwise).
2. 5/8” aluminum blinds in a color selected from manufacturer’s standard finish options.
3. Head and sill rails shall be extruded aluminum.
4. All tilting of blinds shall be performed without opening the interior panel or insect screen.
5. Blind control to be located at lower left of window, typical unless a conflict exists – verify in field.
6. Interior lite – ¼” thickness, clear color, tempered glazing (Type FC, typical or Type HCL, where indicated on drawings) takeout panel with security fasteners.

2.7 INSULATED SPANDREL PANELS

A. Insulated Spandrel Panels: Comply with Section 07 42 13.23 "Insulated Spandrel Panels."
B. Insulated Spandrel Panel Gaskets: Manufacturer's standard sealed-corner pressure-glazing system of black, resilient elastomeric glazing gaskets, setting blocks, and shims or spacers.
C. Insulated Spandrel Panel Sealants: As recommended by manufacturer.

2.8 HARDWARE

A. General: Provide OS Operator by Giesse North America, hardware fabricated from aluminum, stainless steel, carbon steel complying with AAMA 907, or other corrosion-resistant material compatible with aluminum; designed to smoothly operate, tightly close, and securely lock aluminum windows, and sized to accommodate sash or ventilator weight and dimensions. Do not use aluminum in frictional contact with other metals. Where exposed, provide solid bronze.
B. Projected Awning Windows: Provide the following operating hardware:
   1. Hinge: Concealed four- or six-bar extruded aluminum with stainless steel pins friction hinge located on each jamb near top rail; three per ventilator – finish to match window.
   2. Lock: Combination lever handle operator and cam-action multi-point lock with concealed pawl and keepers located at vent lock rail groove and held with M5 set screws spaced; one per ventilator – finish to match window.

2.9 INSECT SCREENS

A. General: Design windows and hardware to accommodate screens in a tight-fitting, removable arrangement, with a minimum of exposed fasteners and latches. Fabricate insect screens to fully integrate with window frame. Locate screens on inside of window and provide for each operable exterior sash or ventilator.
B. Aluminum Insect Screen Frames: Manufacturer's standard aluminum alloy complying with SMA 1004. Fabricate frames with mitered or coped joints or corner extrusions, concealed fasteners, and removable PVC spline/anchor concealing edge of frame.
   1. Extruded-Aluminum or Aluminum Tubular Framing Sections and Cross Braces: Not less than 0.050-inch wall thickness.
   2. Finish: Match aluminum window members.
C. Aluminum Wire Fabric: 18-by-16 mesh of 0.011-inch-diameter, coated aluminum wire.
D. Wickets are not required, provide fixed screens.

E. Screens shall be designed to allow for blind knob actuator to penetrate screen to allow for blind operation without the need of wickets.

2.10 ACCESSORIES

A. Isolation barrier membrane: Self-adhering, high-temperature sheet, minimum 15 mils thick, consisting of cross-laminated polyethylene-film top surface laminated to layer of butyl adhesive, with release-liner backing; cold applied, in roll width to match or exceed width of area to be protected. Provide primer when recommended by membrane manufacturer.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
   a. Grace Construction Products, a unit of W. R. Grace & Co.; “Vycor Pro”.
   b. Equivalents meeting requirements of specified products.

2.11 FABRICATION

A. Fabricate aluminum windows in sizes indicated. Include a complete system for assembling components and anchoring windows.

B. Fabricate aluminum windows that are reglazable without dismantling sash or ventilator framing.

C. Thermally Broken Construction: Fabricate aluminum windows with an integral, concealed, low-conductance thermal barrier; located between exterior materials and window members exposed on interior side; in a manner that eliminates direct metal-to-metal contact.

1. Provide thermal-break construction that has been in use for not less than three years and has been tested to demonstrate resistance to thermal conductance and condensation and to show adequate strength and security of glass retention.

D. Weather Stripping: Provide full-perimeter weather stripping for each operable sash and ventilator.

E. Weep Holes: Provide weep holes and internal passages to conduct infiltrating water to exterior.

F. Mullions: Provide Mullions and cover plates as shown, matching window units, of profile and dimensions indicated but not less than 0.062-inch-thick extruded aluminum, complete with anchors for support to structure and installation of window units. Allow for erection tolerances and provide for movement of window units due to thermal expansion and building deflections, as indicated. Provide mullions and cover plates capable of withstanding design loads of window units.

G. Subframes: Provide subframes with anchors for window units as shown, of profile and dimensions indicated but not less than 0.062-inch-thick extruded aluminum. Miter or cope corners, and weld and dress smooth with concealed mechanical joint fasteners. Finish to match window units. Provide subframes capable of withstanding design loads of window units.
H. Subsills and Sill Extensions: Provide subsills and sill extensions with anchors for window units as shown, of profile and dimensions indicated and required to match slope and projection of existing masonry sill, not less than 0.062-inch-thick extruded aluminum. Attach with concealed mechanical joint fasteners. Finish to match window units. Provide subsills and sill extensions capable of withstanding design loads of window units.

I. Trim: Provide exterior and interior trim as shown and/or as required to cover juncture of building construction materials, to provide finished window openings. Provide trim of not less than 0.062-inch thick extruded aluminum of profile and dimensions indicated and/or required. Finish to match window units.

1. Exterior Trim: Provide pre-set panning secured to building construction prior to installation of windows.
2. Interior Trim: Provide two-piece snap trim.

J. Factory-Glazed Fabrication: Glaze aluminum windows in the factory where practical and possible for applications indicated. Comply with requirements in Division 08 Section "Glazing" and with AAMA/WDMA 101/I.S.2/NAFS.

K. Glazing Stops: Provide snap-on glazing stops coordinated with Division 08 Section "Glazing" and glazing system indicated. Provide glazing stops to match sash and ventilator frames.

2.12 FINISHES, GENERAL

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.13 ALUMINUM FINISHES

A. All Buildings: High-Performance Organic Finish: Two-coat fluoropolymer finish complying with AAMA 2605 and containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

B. Color (different colors may be selected for each building): As selected by Architect from manufacturer's full range including, but not limited to, custom colors: “TEAL M33-082” by EFICO Corp. and “DARK BRONZE“ by Metal-Era.
PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine openings, substrates, structural support, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work. Verify rough opening dimensions, levelness of sill plate, and operational clearances. Examine wall flashings, vapor retarders, water and weather barriers, and other built-in components to ensure a coordinated, weathertight window installation.

1. Masonry Surfaces: Visibly dry and free of excess mortar, sand, and other construction debris.

2. Wood Surfaces: Dry, clean, sound, well nailed, free of voids, and without offsets at joints. Ensure that nail heads are driven flush with surfaces in opening and within 3 inches of opening.

3. Metal Surfaces: Dry; clean; free of grease, oil, dirt, rust, corrosion, and welding slag; without sharp edges or offsets at joints.

4. Proceed with installation only after unsatisfactory conditions have been corrected.

B. Beginning installation constitutes Contractor’s acceptance of substrates and conditions.

3.2 INSTALLATION

A. Comply with Drawings, Shop Drawings, and manufacturer's written instructions for installing windows, hardware, accessories, and other components.

B. Install windows level, plumb, square, true to line, without distortion or impeding thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction.

C. Set sill members in bed of sealant or with gaskets, as indicated, for weathertight construction.

D. Install windows and components to drain condensation, water penetrating joints, and moisture migrating within windows to the exterior.

E. Separate aluminum and other corroducible surfaces from sources of corrosion or electrolytic action at points of contact with other materials.

3.3 ADJUSTING, CLEANING, AND PROTECTION

A. Adjust operating sashes and ventilators, screens, hardware, and accessories for a tight fit at contact points and weather stripping for smooth operation and weathertight closure. Lubricate hardware and moving parts.
B. Clean aluminum surfaces immediately after installing windows. Avoid damaging protective coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances.

C. Clean factory-glazed glass immediately after installing windows. Comply with manufacturer's written recommendations for final cleaning and maintenance. Remove nonpermanent labels, and clean surfaces.

D. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.

E. Protect window surfaces from contact with contaminating substances resulting from construction operations. In addition, monitor window surfaces adjacent to and below exterior concrete and masonry surfaces during construction for presence of dirt, scum, alkaline deposits, stains, or other contaminants. If contaminating substances do contact window surfaces, remove contaminants immediately according to manufacturer's written recommendations.

END OF SECTION 08 51 13
SECTION 08 80 00 - GLAZING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
   A. Section includes glazing for the following products and applications, including those specified in other Sections where glazing requirements are specified by reference to this Section:
      1. Aluminum Windows.
      2. Aluminum Curtainwall System.

1.3 DEFINITIONS
   A. Glass Manufacturers: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.
   B. Glass Thicknesses: Indicated by thickness designations in millimeters according to ASTM C 1036.
   C. Interspace: Space between lites of an insulating-glass unit.

1.4 PERFORMANCE REQUIREMENTS
   A. General: Installed glazing systems shall withstand normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, or installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.
   B. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on glass framing members and glazing components.
      1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

1.5 SUBMITTALS
   A. General: Submit all action submittals and informational submittals required by this Section concurrently.
B. Action Submittals:

1. Product Data: For each glass product and glazing material indicated.
   a. Clear tempered float glass.
   b. Low-E Coated clear tempered float glass.
   c. Gray-tinted tempered float glass.
   d. Low-E Coated, tinted insulating glass (gray).
   e. Tinted, patterned insulating glass (gray).
   f. Ceramic-coated spandrel glass.
   g. Gaskets, sealants and tapes.
   h. Clear Tempered patterned glass.
   i. Laminated glass.

C. Glass Samples: For each type of the following products; 12 inches square.

1. Tinted glass.
2. Low-E Coated glass.
3. Clear glass.
4. Patterned glass.
5. Spandrel glass.
6. Insulating glass.
7. Laminated glass.

D. Informational Submittals:

1. Product Certificates: For glass and glazing products, from manufacturer.
2. Glazing Schedule: List glass types and thicknesses for each size opening and location. Use same designations indicated on Drawings.

E. Warranties: Sample of Project specific special warranties.

F. Closeout Submittals:

1. Warranties: Executed special warranties.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who employs glass installers for this Project who are certified under the National Glass Association's Certified Glass Installer Program.

B. Sealant Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.

C. Source Limitations for Glass: Obtain glass from single source from single manufacturer for each glass type.

D. Source Limitations for Glazing Accessories: Obtain from single source from single manufacturer for each product and installation method.
E. Safety Glazing Labeling: Where safety glazing labeling is indicated, permanently mark glazing with certification label complying with building code in effect for the Project. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies. Permanently mark glazing by acid etching, sand blasting, ceramic firing, laser etching, embossing, or a type of marking that once applied, cannot be removed without being destroyed. Additionally, comply with requirements in 16 CFR 1201.

F. Insulating-Glass Certification program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of IGCC.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Protect glazing materials according to manufacturer's written instructions. Prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.

1.8 PROJECT CONDITIONS

A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.

1.9 WARRANTY

A. Manufacturer's Special Warranty for Coated-Glass Products: Manufacturer's standard form in which coated-glass manufacturer agrees to replace coated-glass units that deteriorate within specified warranty period. Deterioration of coated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning coated glass contrary to manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in coating.

1. Warranty Period: Ten years from date of Substantial Completion.

B. Manufacturer's Special Warranty on Insulating Glass: Manufacturer's standard form in which insulating-glass manufacturer agrees to replace insulating-glass units that deteriorate within specified warranty period. Deterioration of insulating glass is defined as failure of hermetic seal under normal use that is not attributed to glass breakage or to maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on interior surfaces of glass.

1. Warranty Period: Ten years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GLASS PRODUCTS, GENERAL

A. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass lites in thicknesses as needed to comply with requirements indicated.
B. **Strength:** Where heat-strengthened glass is indicated, provide Kind HS heat-treated float glass or Kind FT heat-treated float glass as needed to comply with "Performance Requirements" Article. Where fully tempered glass is indicated, provide Kind FT heat-treated float glass.

C. **Thermal and Optical Performance Properties:** Provide glass with performance properties specified, as indicated in manufacturer’s published test data, based on procedures indicated below:

1. For monolithic-glass lites, properties are based on units with lites 6.0 mm thick.
2. For insulating-glass units, properties are based on units of thickness indicated for overall unit and for each lite.
3. U-Factors: Center-of-glazing values, according to NFRC 100 and based on LBL’s WINDOW 5.2 computer program, expressed as Btu/sq. ft x h x deg F.
4. Solar Heat-Gain Coefficient and Visible Transmittance: Center-of-glazing values, according to NFRC 200 and based on LBL’s WINDOW 5.2 computer program.

---

### 2.2 GLASS PRODUCTS

**A. Clear Tempered Float Glass (Type FC):** Kind FT (fully tempered); Class I (clear), complying with other requirements indicated.

1. Thickness: 6.0 mm.
2. Visible light transmittance: 88 percent minimum.
3. Provide safety glazing labeling.

**B. Clear Tempered Float Glass, with Low-E Coating (Type FCE):** Kind FT (fully tempered); Class I (clear), sputter-coated, complying with other requirements indicated.

1. Basis-of-Design Product: Subject to compliance with requirements, provide PPG Industries, Inc.; Solarban 60 or comparable product by one of the following:
   
   - AGC Flat Glass North America, Inc.; Comfort TiAC 36
   - Guardian Industries Corp.; SN 68

2. Thickness: 6.0 mm.


4. Provide safety glazing labeling.

**C. Clear Tempered Patterned Glass (Type FCP):** Kind FT (fully tempered); Class I (clear), Form 3, (patterned), Quality q8 (glazing), finish f1 (patterned on one side), complying with other requirements indicated.

1. Basis-of-Design Product: Subject to compliance with requirements, provide AFG Industries, Inc.; “Original Pattern 62” or comparable product by one of the following:

   - ACG Flat Glass North America, Inc.
   - Guardian Industries Corp.
2. Thickness: 6.0 mm.

3. Provide safety glazing labeling.

D. Gray-Tinted Float Glass (Type FY): Kind FT (fully tempered), Class 2, complying with other requirements specified.
   1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
      a. AGC Flat Glass North America, Inc.; Solarshield Gray.
      b. Guardian Industries Corp.; Gray Float Glass
      c. Pilkington North America Inc.; Optifloat Grey Tint
      d. PPG Industries, Inc.; Solargray.

2. Thickness: 6.0 mm.


4. Provide safety glazing labeling.

E. Ceramic-Coated Spandrel Glass (Type FTS): ASTM C 1048, Kind FT (fully tempered) Condition B, Type I, Class 1 (clear), Quality-Q3, and complying with other requirements specified.
   1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      a. AGC Flat Glass North America, Inc.
      b. Guardian Industries Corp.
      c. Pilkington North America Inc.
      d. PPG Industries, Inc.

2. Thickness: 6.0 mm.

3. Ceramic Coating Color: As selected by Architect from manufacturer's full range.

2.3 INSULATING GLASS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   1. AGC Flat Glass North America, Inc.
   2. Guardian Industries Corp.
   3. PPG Industries, Inc.
B. Insulating-Glass Units: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified according to ASTM E 2190, and complying with other requirements specified.

1. Sealing System: Dual silicone seal, with manufacturer's standard primary and secondary.
2. Spacer: Manufacturer's standard box spacer with thermal break construction.

C. Glass: Comply with applicable requirements in "Glass Products" Article as indicated by designations in "Insulating-Glass Types" Article and "Low-E Coated, Insulating-Glass Types" Article.

2.4 LAMINATED (SECURITY GLAZING) GLASS

A. Laminated Glass (Type HCL): ASTM C1036, ASTM C 1172, clear laminated glass with two plies of Kind HS (heat-strengthened) float glass; 5/16-inch total nominal thickness and complying with testing requirements in 16 CFR 1201 for Category II materials, and with other requirements specified. Use materials that have a proven record of no tendency to bubble, discolor, or lose physical and mechanical properties after fabrication and installation.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   a. Laminated Technologies, Inc., (Smart Glass Inc.), Adams, MA; “School Guard Glass SG4”.

2. Construction: Laminate glass with polyvinyl butyral interlayer or cast-in-place and cured-transparent-resin interlayer to comply with interlayer manufacturer's written recommendations.

3. Weight/sf: 4.1 lbs.

4. Interlayer Thickness: Provide thickness not less than 0.060 inch and as needed to comply with requirements.

5. Ratings: UL 972, 5-aa1 rated up to 6 minutes.

6. Shading Coefficient: .84

7. U-Value: .88

8. Visible light: 83%


10. Optical Haze: No more than 1.8%

11. Provide safety glazing labeling.
2.5 GLAZING GASKETS

A. Dense Compression Gaskets: Molded or extruded gaskets of profile and hardness required to maintain watertight seal, made from one of the following:

1. EPDM complying with ASTM C 864.
2. Silicone complying with ASTM C 1115.
3. Thermoplastic polyolefin rubber complying with ASTM C 1115.

B. Soft Compression Gaskets: Extruded or molded, closed-cell, integral-skinned EPDM, silicone, or thermoplastic polyolefin rubber gaskets complying with ASTM C 509, Type II, black; of profile and hardness required to maintain watertight seal.

1. Application: Use where soft compression gaskets will be compressed by inserting dense compression gaskets on opposite side of glazing or pressure applied by means of pressure-glazing stops on opposite side of glazing.

2.6 GLAZING SEALANTS

A. General:

1. Compatibility: Provide glazing sealants that are compatible with one another and with other materials they will contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.

2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.

2.7 GLAZING TAPES

A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based, 100 percent solids elastomeric tape; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; and complying with ASTM C 1281 and AAMA 800 for products indicated below:

1. AAMA 804.3 tape, where indicated.
2. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.
3. AAMA 807.3 tape, for glazing applications in which tape is not subject to continuous pressure.

B. Expanded Cellular Glazing Tapes: Closed-cell, PVC foam tapes; factory coated with adhesive on both surfaces; and complying with AAMA 800 for the following types:

1. AAMA 810.1, Type 1, for glazing applications in which tape acts as the primary sealant.
2. AAMA 810.1, Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.
2.8 MISCELLANEOUS GLAZING MATERIALS

A. General: Provide products of material, size, and shape complying with referenced glazing standard, requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.

B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.

C. Spacers: Elastomeric blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.

D. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).

2.9 FABRICATION OF GLAZING UNITS

A. Fabricate glazing units in sizes required to fit openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.

2.10 LOW-E COATED, INSULATING-GLASS TYPES

A. Glass Type (FY/FCE): Low-E Coated, tinted, insulating glass (gray). (Typical unless indicated otherwise).
   1. Overall Unit Thickness: 1 inch.
   2. Thickness of Each Glass Lites: 6.0 mm.
   3. Outdoor Lite: Gray-tinted (tempered) float glass (Type FY).
   4. Interspace Content: Argon gas.
   5. Indoor Lite: Clear tempered float glass with Low-E Coating (Type FCE).
   7. Visible Light Transmittance: 35 percent minimum.
   8. Winter Nighttime U-Factor: 0.24 maximum.
   9. Solar Heat Gain Coefficient: 0.40 maximum.

B. Glass Type (FY/FCP): Patterned, Low-E Coated, tinted, insulating glass (gray). (Typical for use at toilet rooms).
   1. Overall Unit Thickness: 1 inch.
   2. Thickness of Each Glass Lites: 6.0 mm.
   3. Outdoor Lite: Gray-tinted (tempered) float glass (Type FY).
   4. Interspace Content: Argon gas.
   5. Indoor Lite: Clear tempered, patterned float glass (Type FCP).
   7. Visible Light Transmittance: 35 percent minimum.
   8. Winter Nighttime U-Factor: 0.24 maximum.
   9. Solar Heat Gain Coefficient: 0.40 maximum.
PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine framing, glazing channels, and stops, with Installer present, for compliance with the following:

1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
2. Presence and functioning of weep systems.
3. Minimum required face and edge clearances.
4. Effective sealing between joints of glass-framing members.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. Beginning installation constitutes Contractor’s acceptance of substrates and conditions.

3.2 PREPARATION

A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.

B. Examine glazing units to locate exterior and interior surfaces. Label or mark units as needed so that exterior and interior surfaces are readily identifiable. Do not use materials that will leave visible marks in the completed work.

3.3 GLAZING, GENERAL

A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.

B. Adjust glazing channel dimensions as required by Project conditions during installation to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.

C. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.

D. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.

E. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.

F. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.
G. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.

H. Set glass lites with proper orientation so that coatings face exterior or interior as specified.

3.4 TAPE GLAZING

A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.

B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.

C. Cover vertical framing joints by applying tapes to heads and sills first and then to jambs. Cover horizontal framing joints by applying tapes to jambs and then to heads and sills.

D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.

E. Do not remove release paper from tape until right before each glazing unit is installed.

F. Apply heel bead of elastomeric sealant.

G. Center glass lites in openings on setting blocks and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.

3.5 GASKET GLAZING (DRY)

A. Cut compression gaskets to lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.

B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.

C. Installation with Pressure-Glazing Stops: Center glass lites in openings on setting blocks and press firmly against soft compression gasket. Install dense compression gaskets and pressure-glazing stops, applying pressure uniformly to compression gaskets. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.

D. Install gaskets so they protrude past face of glazing stops.

3.6 SEALANT GLAZING (WET)

A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.
B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.

C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

3.7 CLEANING AND PROTECTION

A. Protect exterior glass from damage immediately after installation by attaching crossed streamers to framing held away from glass. Do not apply markers to glass surface. Remove nonpermanent labels and clean surfaces.

B. Protect glass from contact with contaminating substances resulting from construction operations. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended in writing by glass manufacturer.

C. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains; remove as recommended in writing by glass manufacturer.

D. Remove and replace glass that is broken, chipped, cracked, or abraded or that is damaged from natural causes, accidents, and vandalism, during construction period.

E. Remove decals and adhesive and wash glass on both exposed surfaces in each area of Project not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended in writing by glass manufacturer.

END OF SECTION 08 80 00