RESOLUTION NO. 186.23

REQUESTING BIDS FOR THE SENIOR CENTER ROOF REPLACEMENT PROJECT

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for the Senior Center Roof Replacement Project.

SECTION 2. The Town Clerk of the Town of Rotterdam shall cause the following public notice to be published in the official newspaper of the Town of Rotterdam, and the Supervisor of the Town of Rotterdam shall cause the following public notice be published to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) at least five (5) days before the date of reception of bid proposals:

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Friday, the 16th day of June 2023, at 10:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by the close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the town clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

SENIOR CENTER ROOF REPLACEMENT PROJECT

Digital Copies of Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

ALL BID PROPOSALS MUST BE SUBMITTED PRIOR TO
10:00 A.M., FRIDAY JUNE 16, 2023

ALL HANDLING COSTS (MAIL, DELIVERY SERVICES, ETC.) SHALL BE THE RESPONSIBILITY OF THE BIDDER

The Town Board reserves the right to accept or reject any and all bids or proposals or any specific part of any item of any bid.

BY ORDER OF THE ROTTERDAM TOWN BOARD
DIANE M. MARCO, TOWN CLERK

DATED: May 24, 2023
BidNet: Please publish on May 26, 2023
Daily Gazette: Please publish once on May 27, 2023
Town Clerk Post

SECTION 3. This resolution shall become effective May 24, 2023

DATED: May 24, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

TOWN OF ROTTERDAM

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org

LEGISLATIVE REQUEST FORM

DATE: May 16, 2023

TO: Mollie Collins, Town Supervisor

FROM: Morgan Coryer, Coordinator of Parks & Senior Programs

TITLE OF REQUEST: Requesting bids for the Senior Center Roof Replacement Project

TOWN BOARD MEETING: May 24, 2023

Background Information: The shingle roof at the Senior Center is 40+ years old and has fallen into disrepair. The roof is leaking in certain areas which is allowing water to enter the building. The potential for further damage to occur to the building and/or roof if it is not replaced warrants the completion of roof replacement.

Evaluation/Analysis: The existing shingle roof, hatches, vents, etc. at the Senior Center are compromised and need to be replaced.

Recommendation(s): To be placed on the agenda for the Town Board Meeting of May 24, 2023

Attachment/Document(s): Bid Packet and Advertisement attached. Drawings and Contact documents are available at the Town Clerks office Monday – Friday 8am-4pm due to the size of the documents.

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): General Municipal Law Section 103

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Town of Rotterdam

Request for Bids

Senior Center Roof Replacement Project

Bid Opening:

Friday, June 16, 2023

@ 10:00 A.M.

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

Senior Center Roof Replacement Project

The entire bid is strictly in accordance with the specification set forth in the bid documents herein.

_____

Signature

_____

Name of Company or Corporation

_____

Address

_____

City ***State*** ***Zip***

_____

Email

I understand if I am chosen as the lowest responsible bidder, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies and guidance, including the State of New York's newly released guidance on sexual harassment. By submitting a bid, I acknowledge receipt of the Town of Rotterdam *"Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace"* Policy.

Town of Rotterdam

SECTION 00 00 20

ADVERTISEMENT FOR BIDS

Sealed bids for the furnishing of all labor and material necessary for the Town of Rotterdam Senior Center Roof Replacement project will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until 2:00 PM local time on Friday, June 16, 2023 at which time and place they will be publicly opened and read aloud.

Bids will be received for the following Contract:

> Contract No. 1 – General Construction: The work shall include providing all labor, materials and equipment, and other means of construction necessary and incidental to the removal and replacement of the asphalt shingle roof, parapet wall and chimney repairs, and roof/attic access improvements, as shown on the Contract Drawings and Specifications.

Digital copies of Bidding Documents may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of Bidding Documents obtained from any other source are not considered official copies. Neither Owner nor Engineer can guarantee the accuracy, and are not responsible for any errors contained in documents obtained from an alternate source. Only those vendors who obtain documents from the BidNet system are guaranteed to receive addendum information, if such information is issued.

Each Bid must be submitted on the prescribed Bid Form and accompanied by security in an amount not less than five percentum (5%) of the amount of the bid in the form and subject to the conditions provided in the Information for Bidders. No Bidder may withdraw his bid within forty-five (45) days after the actual date of opening thereof.

There will be no formal Pre-Bid Meeting held, but any Bidder that would like to visit the site shall contact the Town Supervisor's office at (518) 355-7575 extension 393 to arrange a site visit. Town representatives will not answer questions relative to the project.

This is an exempt capital improvement project, and Bidders shall not include in their bid sales and compensating use taxes on the cost of materials which are to be incorporated into the work and which are to be separately sold by the Contractor to the Town of Rotterdam prior to incorporation into the work of the Contract.

The attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract.

The right is reserved to waive any informalities in the Bid and to reject any or all Bids.

END OF SECTION

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **10:00 a.m. on June 16, 2023,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **10:00 a.m. June 16, 2023** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

3. Digital Copies of Drawings and Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.

5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.

6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.

7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings of the Town of Rotterdam as specified (if applicable).

10. Delivery(if applicable): Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.

11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.

12. The Town Board of the Town of Rotterdam reserves the right to waiver any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.

13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

TOWN OF ROTTERDAM

ROTTERDAM SENIOR CENTER ROOF REPLACEMENT PROJECT

CONTRACT NO. 1 - GENERAL CONSTRUCTION

2639 Hamburg St, Schenectady, NY 12303

Barton & Loguidice

PROJECT DRAWING INDEX		
SHEET NUMBER	SHEET NAME	DATE 05-26-2023
T001	COVER SHEET	X
AD101	EXISTING/DEMOLITION ROOF PLAN	X
A101	ROOF NEW WORK PLAN	X
A501	DETAILS	X
A502	DETAILS	X
A701	SECOND FLOOR REFLECTED CEILING PLAN	X



MAY, 2023

90% REVIEW DOCUMENTS

PREPARED AND APPROVED BY

DATE SIGNED

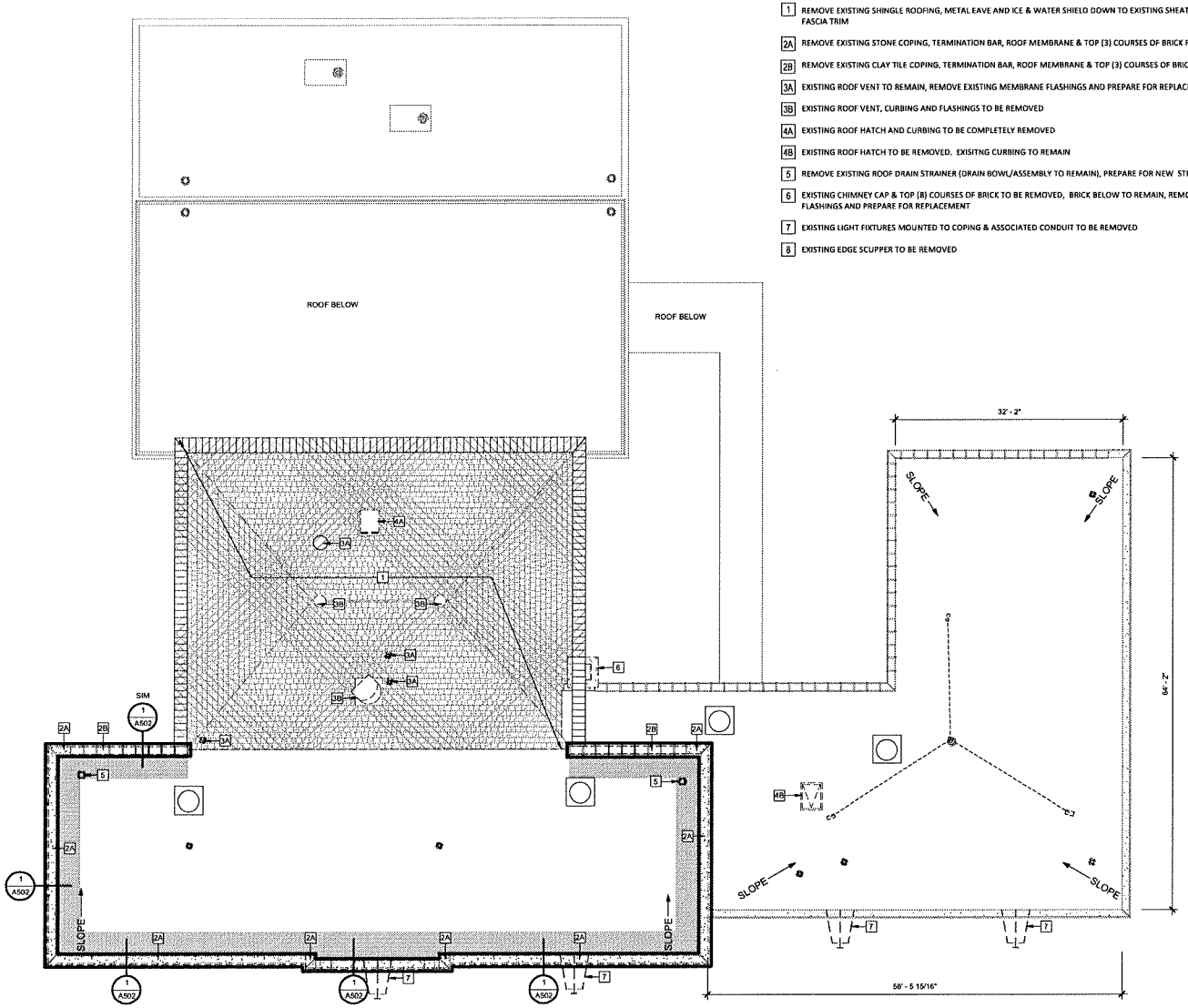
PROFESSIONAL ENGINEERS LICENSE NO.

IT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW, ARTICLE 145 §7209 SPECIAL PROVISIONS, FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING PROFESSIONAL SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY HIS SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

Sheet Number: T001

Project Number: 904.054.001

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ROOF DEMOLITION KEYED PLAN NOTES

1. REMOVE EXISTING SHINGLE ROOFING, METAL EAVE AND ICE & WATER SHIELD DOWN TO EXISTING SHEATHING. REMOVE EXISTING FASCIA TRIM
2A. REMOVE EXISTING STONE COPING, TERMINATION BAR, ROOF MEMBRANE & TOP (3) COURSES OF BRICK FROM PARAPET
2B. REMOVE EXISTING CLAY TILE COPING, TERMINATION BAR, ROOF MEMBRANE & TOP (3) COURSES OF BRICK FROM PARAPET
3A. EXISTING ROOF VENT TO REMAIN, REMOVE EXISTING MEMBRANE FLASHINGS AND PREPARE FOR REPLACEMENT
3B. EXISTING ROOF VENT, CURBING AND FLASHINGS TO BE REMOVED
4A. EXISTING ROOF HATCH AND CURBING TO BE COMPLETELY REMOVED
4B. EXISTING ROOF HATCH TO BE REMOVED. EXISITNG CURBING TO REMAIN
5. REMOVE EXISTING ROOF DRAIN STRAINER (DRAIN BOWL/ASSEMBLY TO REMAIN), PREPARE FOR NEW STRAINER COVER REPLACEMENT
6. EXISTING CHIMNEY CAP & TOP (8) COURSES OF BRICK TO BE REMOVED, BRICK BELOW TO REMAIN, REMOVE EXISTING MEMBRANE FLASHINGS AND PREPARE FOR REPLACEMENT
7. EXISTING LIGHT FIXTURES MOUNTED TO COPING & ASSOCIATED CONDUIT TO BE REMOVED
8. EXISTING EDGE SCUPPER TO BE REMOVED

DEMOLITION LEGEND

	INDICATES ASPHALT ROOF REMOVAL
	INDICATES DEMO
	FELT AND TAR ROOF CEMENT ON PARAPET CAP
	SILVER ROOF PAINT

GENERAL NOTES - ASBESTOS REMOVAL

A. CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETION OF ASBESTOS CONTAINING MATERIAL REMOVAL, CLEANING, AND REPAIR AS DEFINED IN THE CONTRACT DOCUMENTS. CONTRACTOR SHALL MAKE ALL EFFORTS TO COOPERATE AND COORDINATE WORK WITH OWNER, OTHER CONTRACTORS, AND THEIR REPRESENTATIVES.

B. CONTRACTOR SHALL HOLD A CURRENT LICENSE IN THE STATE OF NEW YORK FOR ASBESTOS REMOVAL AND SHALL EMPLOY NYSDOL CERTIFIED EMPLOYEES.

C. ALL ASBESTOS MATERIAL REMOVAL AND DISPOSAL SHALL BE IN ACCORDANCE WITH THE PROCEDURES IDENTIFIED IN THE PROJECT MANUAL AND APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.

D. CONTRACT DRAWINGS INDICATE THE EXTEND OF REMOVALS AND IMPACT AND ARE TO BE USED AS A GUIDELINE. AT A MINIMUM, MATERIALS IDENTIFIED ON THESE DRAWINGS ARE TO BE REMOVED AND DISPOSED.

E. ALL PROPOSED DECONTAMINATION CHAMBER LOCATIONS, POWER AND WATER SOURCES, AND STAGING AREAS SHALL BE SUBMITTED BY THE CONTRACTOR AND APPROVED BY THE OWNER AND THEIR REPRESENTATIVE.

F. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OR REPAIR OF ANY DAMAGES TO THE BUILDING, BUILDING COMPONENTS, OR SYSTEMS THAT ARE CONSEQUENTLY DAMAGED AS A RESULT OF THE CONTRACTOR'S WORK.

GRAPHIC SCALE
0 4 8 16

1 / AD101 ROOF DEMOLITION PLAN

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REVISIONS

TOWN OF ROTTERDAM
ROTTERDAM SENIOR CENTER ROOF REPLACEMENT PROJECT
2639 HAMBURG STREET, ROTTERDAM, NEW YORK 12303

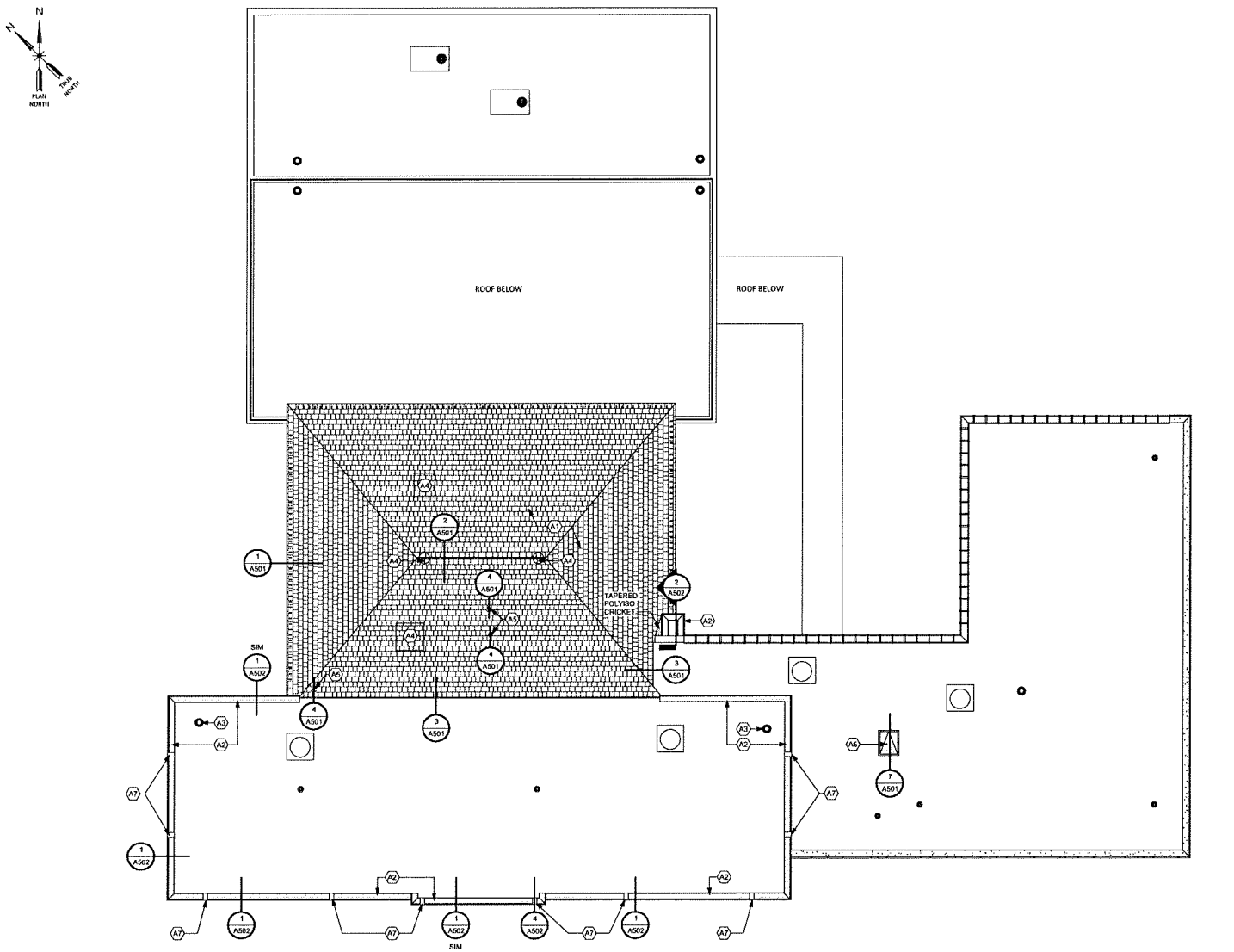
EXISTING/DEMOLITION ROOF PLAN

B&L
10 Airline Drive
Suite 200
Albany, NY
12205
NYS CERT. OF AUTH.:
Barton & Loguidice, D.P.C.

REVIEW ONLY NOT FOR CONSTRUCTION

NYS EXP.:
Date: MAY, 2023
Scale: AS SHOWN
Sheet Number: AD101
Project Number: 904.054.001

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1 A101 ROOF NEW WORK PLAN
1/8" = 1'-0"

GRAPHIC SCALE
0 4 8 16

NEW WORK LEGEND

- INDICATES AREA OF WORK
- INDICATES AREA OF NEW ROOFING

KEY NOTES

- A1 NEW ARCHITECTURAL ASHPALT SHINGLE ROOFING
- A2 NEW METAL COPING
- A3 NEW ROOF DRAIN COVER
- A4 NEW PLYWOOD INFILL OF ROOF PENETRATIONS
- A5 NEW PREFORMED PENETRATION FLASHING
- A6 NEW ROOF ACCESS HATCH
- A7 NEW ROOF SCUPPERS

GENERAL NOTES

1. CONTRACTOR TO MAKE SITE VISITS AS NECESSARY TO FIELD VERIFY ALL EXISTING CONDITIONS AND COMPONENTS.
2. PROVIDE FIRE TREATED BLOCKING FOR ALL IN-WALL SUPPORTS OF SCHEDULED ACCESSORIES, CABINETRY, ETC. TYPICAL OF ALL LOCATIONS.
3. CONTRACTOR TO USE 5/8" MOISTURE RESISTANT GYP. BD. AT ALL RESTROOMS AND OTHER WET LOCATIONS IN LIEU OF STANDARD 5/8" GYP. BD. UNLESS WALL IS DESIGNATED AS A FIRE WALL.
4. PATCH ALL HOLES, GOUGES, SCRATCHES, ETC. IN EXISTING SURFACES (THAT WILL BE PAINTED) AND WHERE DEMOLITION OCCURRED, TO PREPARE FOR FINISHING.
5. ALL FURNITURE TO BE PROVIDED BY OWNER. ITEMS SHOWN FOR COORDINATION PURPOSES ONLY.

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REVISIONS

TOWN OF ROTTERDAM
ROTTERDAM SENIOR CENTER ROOF REPLACEMENT PROJECT
2639 HAMBURG STREET, ROTTERDAM, NEW YORK 12303

ROOF NEW WORK PLAN

B&L
10 Airline Drive
Suite 200
Albany, NY
12205
NYS CERT. OF AUTH.:
Barton & Loguidice, D.P.C.

REVIEW ONLY NOT FOR CONSTRUCTION

NYS EXP.:

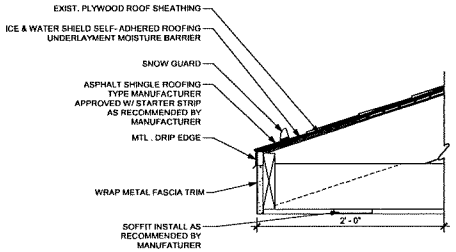
Date
MAY, 2023

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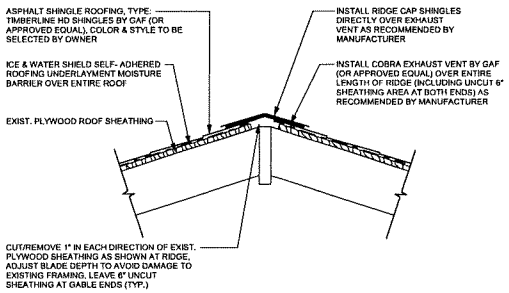
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A101

Project Number
904.054.001

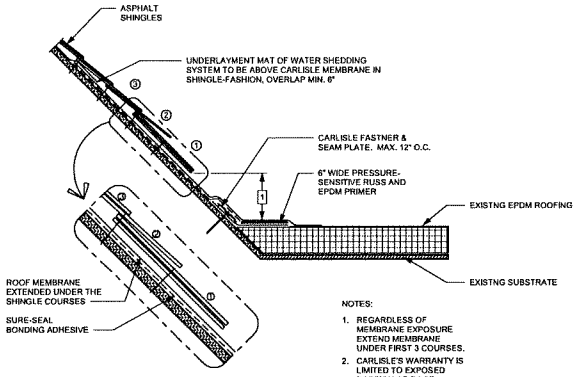
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Checked by: Checker Drawn by: Author Designed by: Designer In Charge of:



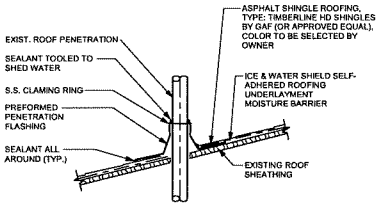
1 A501 ROOF EAVE DETAIL
1 1/2" = 1'-0"



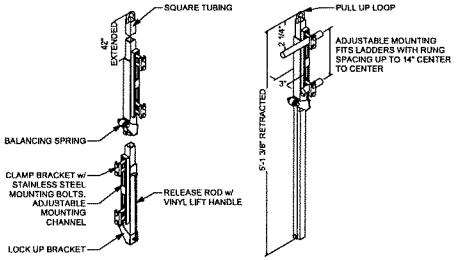
2 A501 RIDGE VENT SECTION
1 1/2" = 1'-0"

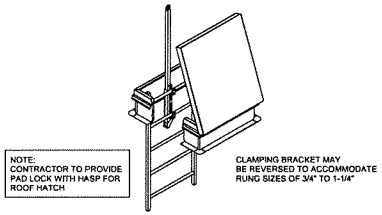


3 A501 TIE-IN TO EXISTING ROOF SYSTEM
1 1/2" = 1'-0"

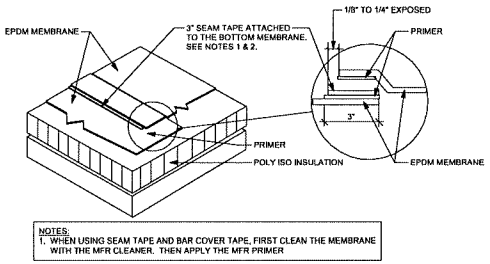


4 A501 ASHPALT ROOF PENETRATION
1 1/2" = 1'-0"

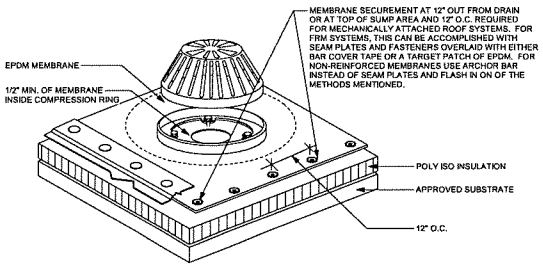




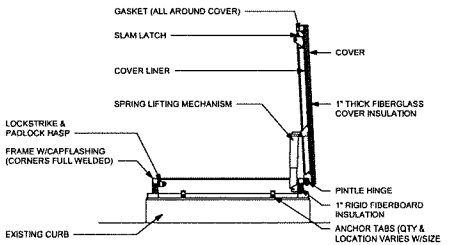
LADDER UP SAFETY POST



5 A501 SEAM TAPE APPLICATION DETAIL
12" = 1'-0"



6 A501 MEMBRANE SECUREMENT AT DRAIN DETAIL
12" = 1'-0"



ROOF HATCH SECTION

7 A501 ROOF HATCH DETAILS
3/4" = 1'-0"

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REVISIONS

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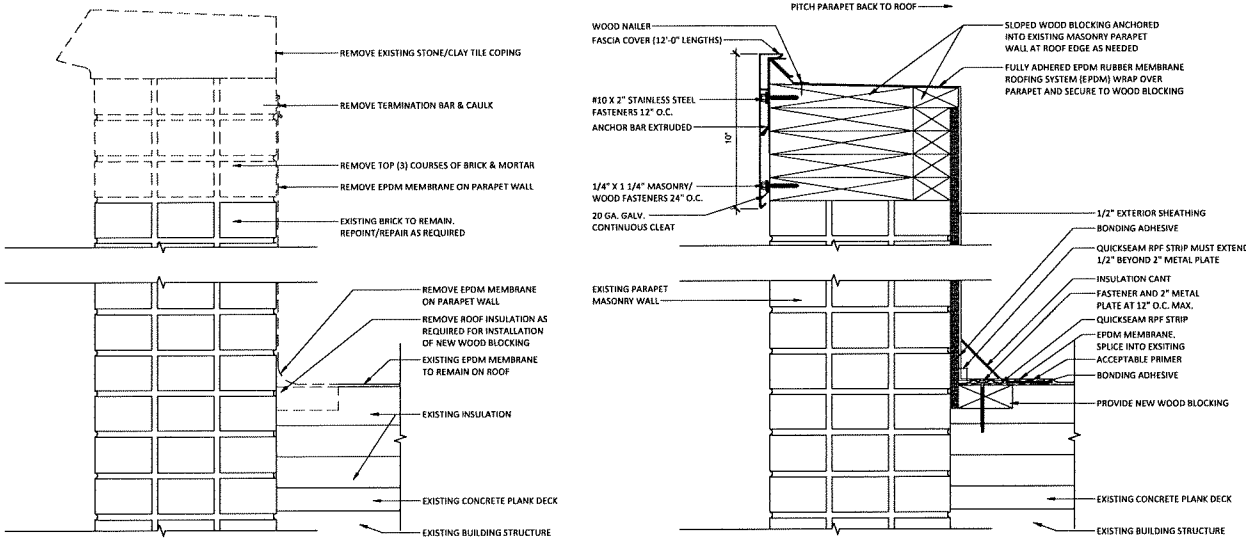
DETAILS

B &L
10 Airline Drive
Suite 200
Albany, NY
12205
NYS CERT. OF AUTH.:
Barton & Loguidice, D.P.C.

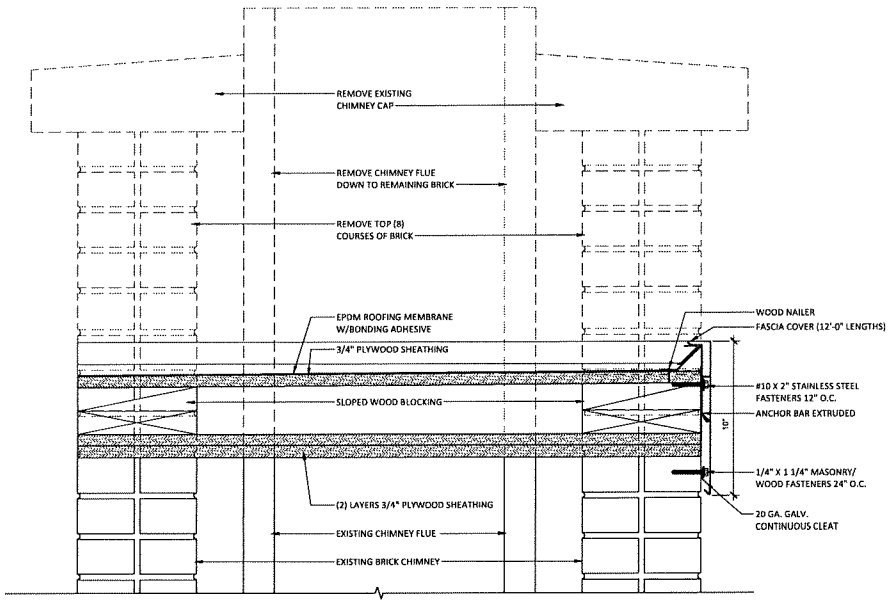
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Sheet Number A501
Project Number 904.054.001

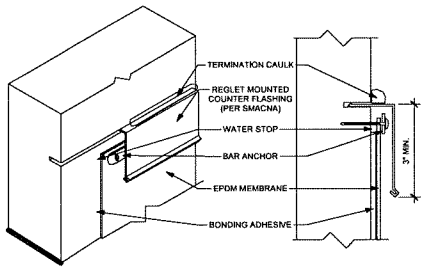
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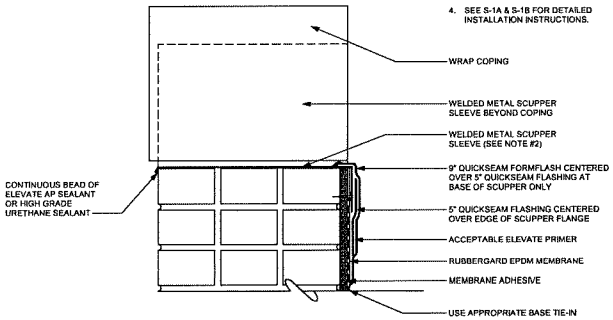
1 A502 PARAPET COPING DETAIL
3" = 1'-0"



2 A502 CHIMNEY DETAIL
3" = 1'-0"



3 A502 REGLET MOUNTED COUNTER FLASHING TERMINATION DETAIL
6" = 1'-0"



4 A502 OVERFLOW THRU-WALL SCUPPER
3" = 1'-0"

IT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW, ARTICLE 145 §7209 SPECIAL PROVISIONS, FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF ANY ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING PROFESSIONAL SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

REVISIONS

TOWN OF ROTTERDAM
ROTTERDAM SENIOR CENTER ROOF REPLACEMENT PROJECT
2639 HAMBURG STREET, ROTTERDAM, NEW YORK 12303

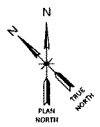
DETAILS

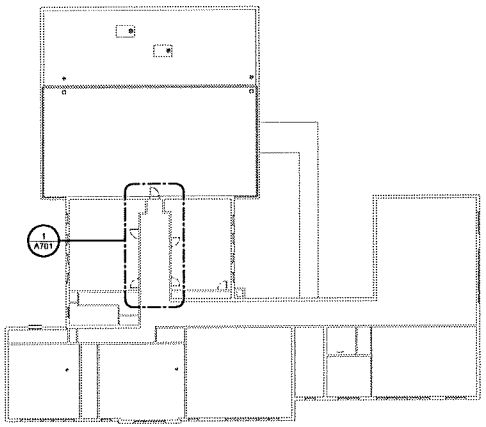
B&L
10 Airline Drive
Suite 200
Albany, NY
12205
NYS CERT. OF AUTH.:
Barton & Loguidice, D.P.C.

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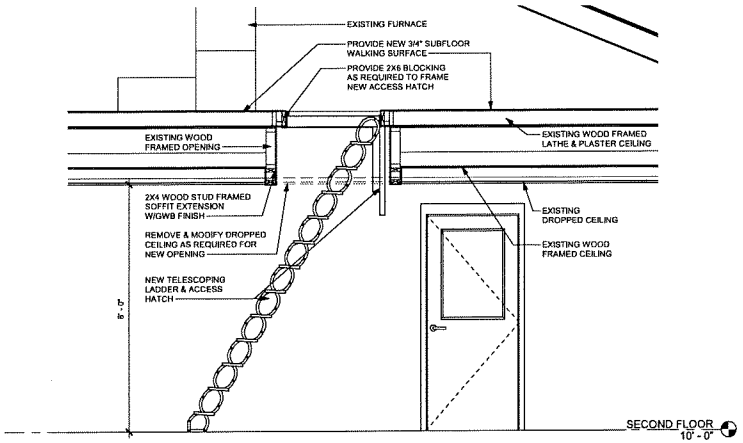
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MAY, 2023
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A502
Project Number
904.054.001

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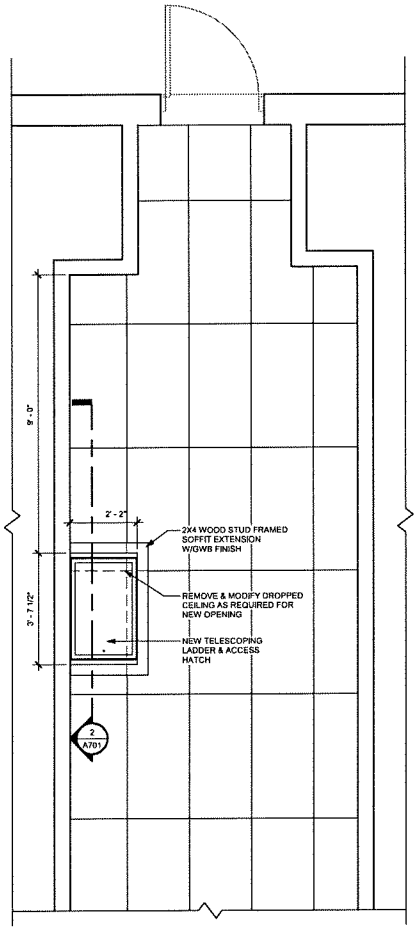




4 A701 SECOND FLOOR LOCATION PLAN
1" = 20'-0"



2 A701 WEST LADDER ELEVATION1
1/2" = 1'-0"



1 A701 SECOND FLOOR REFLECTED CEILING PLAN
1/2" = 1'-0"

MATERIAL LEGEND

- GYPSUM WALLBOARD FASCIA, SOFFIT, CEILING
- ACT, SUSPENDED CEILING SYSTEM

SYMBOL LEGEND

- HATCH
- 24" x 48" LIGHT FIXTURE
- EXIT SIGN
- EMERGENCY LIGHTING
- X'-X" CEILING HEIGHT ELEVATION
- 24" x 24" RETURN REGISTER
- 24" x 24" SUPPLY REGISTER

RCP KEY NOTES

- (C1) KEY NOTE

** NOTE: THE ABOVE STANDARD SYMBOLS ARE PROVIDED FOR GENERAL REFERENCE AND MAY OR MAY NOT BE REPRESENTATIVE OF ALL SYMBOLS USED THROUGHOUT THE CONTRACT DOCUMENTS. COORDINATE WITH ALL OTHER TRADES FOR RELATED WORK.

GENERAL NOTES

CEILINGS:

1. SUSPENDED GRID CEILINGS SHALL BE ARRANGED SO THAT A GRID IS SPACED EQUALLY FROM EACH REMOTE WALL, IN EACH DIRECTION, WITH NO TILE LESS THAN 6" UNLESS OTHERWISE NOTED.
2. ALL CURVED GYPSUM BOARD CEILINGS AND SOFFITS TO HAVE A SMOOTH AND CONTINUOUS CURVED APPEARANCE, TYP.
3. ALL CEILINGS TO BE 8'-0" A.F.F. UNLESS NOTED OTHERWISE.
4. USE 20 GA FRAMING FOR ALL SOFFITS.
5. USE #12 TEK SCREWS AT ALL CONNECTIONS.
6. ALL HANGING STUDS TO BE ADEQUATELY FASTENED TO THE STRUCTURE ABOVE.
7. PROVIDE 3-5/8" 20 GA DIAGONAL KICKERS @ 4'-0" O.C. ABOVE CEILING FROM HUNG STUDS TO BOTTOM OF DECK ABOVE.
8. ALL SOFFITS TO BE 2" LARGER THAN UPPER CABINET MINIMUM (WHERE APPLICABLE) UNLESS NOTED OTHERWISE.

IT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW, ARTICLE 145 §7209 SPECIAL PROVISIONS, FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING PROFESSIONAL SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

REVISIONS

TOWN OF ROTTERDAM
ROTTERDAM SENIOR CENTER ROOF REPLACEMENT PROJECT
2639 HAMBURG STREET, ROTTERDAM, NEW YORK 12303

SECOND FLOOR REFLECTED CEILING PLAN

B&L
10 Airline Drive
Suite 200
Albany, NY
12205
NYS CERT. OF AUTH.:
Barton & Loguidice, D.P.C.

REVIEW ONLY NOT FOR CONSTRUCTION

NYS EXP.:

Date
MAY, 2023

Scale
AS SHOWN

Sheet Number
A701

Project Number
904.054.001

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Checked by: Checker Drawn by: Author Designed by: Designer In Charge of:

CONTRACT DOCUMENTS

FOR

TOWN OF ROTTERDAM
SENIOR CENTER ROOF REPLACEMENT
CONTRACT NO. 1 – GENERAL CONSTRUCTION

TOWN OFFICIALS

MOLLIE A. COLLINS – SUPERVISOR

JACK DODSON – DEPUTY SUPERVISOR
EVAN CHRISTOU – COUNCILPERSON
SAMANTHA MILLER-HERRERA – COUNCILPERSON
JOSEPH C. MASTROIANNI – COUNCILPERSON

DIANE M. MARCO – TOWN CLERK

Draft

MAY 2023

PREPARED BY:
BARTON & LOGUIDICE, D.P.C.
10 AIRLINE DRIVE, SUITE 200
ALBANY, NEW YORK 12205

BID PACKAGES SUBMITTED BY:

Name of Company: _____
Address: _____
_____
Phone: _____

It is a violation of the New York state education law, Article 145 §7209 Special Provisions, for any person, unless they are acting under the direction of a licensed professional engineer, architect, landscape architect, or land surveyor, to alter an item in any way. If an item bearing the stamp of a licensed professional is altered, the altering engineer, architect, landscape architect, or land surveyor shall stamp the document and include the notation "altered by" followed by their signature, the date of such alteration, and a specific description of the alteration.

SECTION 00 03 01

BIDDER'S CHECKLIST

(All pages of this Section to be completed by
Bidder PRIOR to Bid Submission)

Bid Prices, Page 00 03 70-1 to 00 03 70-3: All blanks appropriately filled in ink with both words and figures, and signed where applicable. ☐

State and Federal Requirements: Each of the following forms must be executed and submitted with Bid:

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION, Page 00 03 73-1 to 00 03 73-2: Requires Bidder's signature. ☐

BIDDER'S STATEMENT ON NON-DISCRIMINATION AND HARASSMENT (including Sexual Harassment) IN THE WORKPLACE, Page 00 03 76-1 to 00 03 76-7: ☐

NON-COLLUSIVE BIDDING CERTIFICATION, Page 00 04 80-1 to 00 04 80-2: Requires Bidder's signature. ☐

STATEMENT OF SURETY'S INTENT, Page 00 04 81-1: Requires completion and signature by Surety's Representative. ☐

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION, Page 00 04 84-1 to 00 04 84-2: Requires completion and signature by Bidder. ☐

BID SECURITY, Page 00 04 99-1: Attach Bid Security to page labeled "BID SECURITY" (ATTACH HERE - CERTIFIED CHECK, CASH OR BID BOND). ☐

NOTE: To Bid multiple Contracts, the Bidder must fill in all associated pages for each specific Contract being Bid.

END OF SECTION

Draft

SECTION 00 03 70

BID FOR CONSTRUCTION OF
CONTRACT NO. 1 – GENERAL CONSTRUCTION
TOWN OF ROTTERDAM
SENIOR CENTER ROOF REPLACEMENT

TO THE TOWN OF ROTTERDAM:

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment, allowances and other facilities and things necessary or proper for or incidental to the construction and completion of Contract No. 1 – General Construction, required by and in strict accordance with the applicable provisions of all Contract Documents for the following lump sum price:

Base Bid Item

1. Lump Sum Contract No. 1 – General Construction

_____	_____	_____
(Price Written in Words)	Dollars (Price Written in Figures)	Cents

Additive Bid Item

1. Additive Bid No. 1: Add/Deduct Unit price cost for the repair of the existing brick mortar as described in Section 00 01 60.16.

Add/Deduct:

_____	_____	_____
(Price Written in Words)	Dollars (Price Written in Figures)	Cents

Acknowledgement of Addenda

Addendum No.	Date Received
_____	_____
_____	_____
_____	_____

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SECTION 00 03 70

BID FOR CONSTRUCTION OF
CONTRACT NO. 1 – GENERAL CONSTRUCTION
TOWN OF ROTTERDAM
SENIOR CENTER ROOF REPLACEMENT

The signer of this Proposal as Bidder declares that the only person, persons, company or parties interested in the proposal are named in this Proposal; that the Bid is made without any connection with any person making another Bid for the same Contract; that the Bid is in all respects fair and without collusion or fraud; that no officer, agent or employee of the Owner is directly or indirectly interested in the Bid; and that he has carefully examined the annexed form of Contract and Contract Documents.

In accordance with Section 139-d of the State Finance Law, Section 103-d of the General Municipal Law, or Section 2878 of the Public Authorities Law, the Bidder further certifies that: (a) the Bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for Bids; and (b) the contents of the Bid have not been communicated by the Bidder nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid. Section 620 of the Penal Law makes violation of this statute a crime punishable as perjury.

If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within forty-five (45) days after the date of opening of the Bids, or any time thereafter before this Bid is withdrawn, the undersigned will, within five (5) days after the date of such mailing, or delivering of such notice, execute and deliver a contract in the form of Contract attached hereto.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, or delivered:

Company Name: _____

Contact Name: _____

Address: _____

City, State, Zip: _____

Telephone/Fax: _____

Email: _____

FEIN:
(Federal Employee
Identification Number) _____

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates and hours of labor set forth in the Contract Documents.

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SECTION 00 03 70

BID FOR CONSTRUCTION OF
CONTRACT NO. 1 – GENERAL CONSTRUCTION
TOWN OF ROTTERDAM
SENIOR CENTER ROOF REPLACEMENT

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Accompanying this Bid, is a Bid security in the form of a certified check*, cash*, or a bid bond* for the sum of _____ ($_____) Dollars. In case this Bid is accepted by the Owner, and the undersigned shall fail to execute a contract with and give the required bonds to the Owner within five (5) days after the date of a written notice by the Owner to the undersigned so to do, this Bid security shall be forfeited and will be retained by the Owner as liquidated damages.

Dated _____, 20____ **_____
_____
_____

_____
Signature of Bidder

Print Name of Signer of Bid _____
Address _____
_____
_____

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* Cross out designations not applicable.

** Insert Bidder's name; if a corporation, give the state of incorporation using the phrase "a corporation organized under the law of"; if a partnership, give the name of the partners, using also the phrase "co-partners trading and doing business under the firm name and style of"; if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".

END OF SECTION

SECTION 00 03 73

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

1. Contractor/proposer hereby represents that said contractor/proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said contractor/proposer has not:

   a) Provided goods or services of $20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

   b) Acted as a financial institution and extended $20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

2. Any contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:

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

   The Owner will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Owner reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

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a) 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

b) The Owner has made a determination that the goods or services are necessary for the Owner to perform its functions and that, absent such an exemption, the Owner would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the Owner in writing and shall be a public document.

_____	_____
Signature	Title
_____	_____
Company Name	Date

State of _____)
) SS:
County of _____)

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

_____

END OF SECTION

Draft

903 Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace

Policy Statement – It is the policy of the Town of Rotterdam to promote a productive work environment and to prohibit conduct by any Elected Official or employee (as defined in Section 104 of the Employee Handbook) that disrupts or interferes with another's work performance or that creates an intimidating, offensive, or hostile work environment. In keeping with this goal, the Town is committed to educate Elected Officials and employees in the recognition and prevention of workplace discrimination and harassment, including sexual harassment, and to provide an effective means of eliminating such discrimination and harassment from the workplace. In short, the Town does not tolerate any form of discrimination or harassment, including sexual harassment, and will take all steps necessary to prevent and stop the occurrence of such activity in the workplace. The accompanying complaint procedure is intended to provide an effective mechanism for reporting, and resolving promptly, complaints of discrimination and harassment, including sexual harassment, without any risk of repercussion to any individual covered by this policy who, in good faith, files such complaint.

Applicability of Policy – This policy applies to all Elected Officials, Appointed Members of Boards and Commissions, employees, supervisors, and Department Heads, whether employed full or part-time, temporary or seasonal, paid or unpaid interns, volunteers, and those employed by companies contracting to provide services in the workplace. Depending on the extent of the Town's exercise of control, this policy may be applied to the conduct of non-Town employees with respect to harassment of Town employees in the workplace.

Prohibited harassment (including sexual harassment) is not limited to the physical workplace itself. It can occur while Elected Officials, employees or other individuals covered by this policy are traveling for Town business or at Town sponsored events or parties. Calls, texts, emails, and social media usage by employees or other individuals covered by this policy can constitute workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Prohibited Activity – No Elected Official, employee or other individuals covered by this policy shall engage in any of the following:

- Harassment: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion,

NON-COLLUSION BIDDING CERTIFICATION

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, an 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 purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

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

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

C. The fact that the bidder (A) has published price lists, rates or tariffs governing 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 item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm: _____

Signed by: _____ Title: _____

Signature: _____ Date: _____

Email: _____

RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

Resolved that _____ be authorized to sign and submit the bid or proposal of this corporation for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 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.

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 _____ _____, **20__.**

(SEAL OF THE CORPORATION)

_____

Signature of Secretary

INDIVIDUAL EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

I, _____ hereby sign and submit this bid or proposal for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of this individual, and for any inaccuracies or misstatements in such certificate this individual bidder shall be liable under the penalties of perjury.

_____ _____

Signature of Individual Date

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

The undersigned bidder agrees to sign a Waiver of Immunity Clause agreeing if called before a Grand Jury to testify concerning the bid or contract, to sign a Waiver of Immunity against Criminal transaction, bid or contract:

Name of Firm:_____

Signed by:_____ Title: _____

Signature:_____ Date:_____

disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

- Discrimination: The Town of Rotterdam is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Unlawful discrimination based on membership in these categories is prohibited by applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, assignments, compensation, promotion, transfer, training, leave of absence, and termination.

Definition of Sexual Harassment – This policy places special attention on the prohibition of sexual harassment in the workplace.

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory

remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of Sexual Harassment - The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
    - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
    - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
    - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
    - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
    - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
    - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
    - Sabotaging an individual's work;
    - Bullying, yelling, name-calling.

Prohibition Against Retaliation – Unlawful retaliation can be any action that could discourage an employee from coming forward to make or support a claim of discrimination or harassment, including sexual harassment. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Unlawful retaliation against any employee who has engaged in "protected activity" is strictly prohibited by this policy as well as (where applicable) federal, state, and local law. Protected activity occurs when a person has:

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;
- opposed harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or management of harassment or discrimination;
- reported that another employee has been subjected to harassment or discrimination;
- encouraged a fellow employee to report harassment or discrimination;
- participated in a workplace investigation regarding harassment or discrimination;
- testified or assisted in a proceeding involving harassment or discrimination under the Human Rights Law or other anti-discrimination laws.

Even if the alleged discrimination or harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of discrimination or harassment.

Reporting of Discrimination and Harassment (including Sexual Harassment) – Reports of alleged discrimination and/or harassment (including sexual harassment) or retaliation may be made verbally or in writing. A form for the submission of a written complaint is attached to this policy and individuals are encouraged to use this form. If an individual chooses to submit a verbal complaint, such complaint will be recorded by the receiver of this complaint on this form. Employees are encouraged to report incidents of discrimination, harassment (including sexual harassment), or retaliation to their Department Head and/or the Town Supervisor as soon as possible after their occurrence. If the employee's Department Head is believed to be involved in the incident, or if the employee is not comfortable in addressing the incident with the Department Head, the report should be made directly to the Town Supervisor. If the Town Supervisor is believed to be involved in the incident or the employee is not comfortable reporting the incident to the Town Supervisor, the employee should report the incident to a member of the Town Board. Employees who believe they have been discriminated against or harassed and would like to obtain guidance as to how to proceed in filing a complaint, should contact their immediate supervisor, their Department Head, the Town Supervisor, or any member of the Town Board. Employees who work during off-hours are encouraged to contact their supervisor, their Department Head, the Town Supervisor, or any member of the Town Board at home if these individuals do not work during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the

department where services are being provided, the Town Supervisor, or a member of the Town Board.

Supervisory Responsibility – Supervisory personnel must make every effort to ensure a work environment that is free from discrimination and harassment, including sexual harassment. Any Department Head or supervisor who receives a complaint or information about suspected prohibited activity (as outlined above), observes behavior that may constitute prohibited activity, or for any reason suspects that prohibited activity is occurring, is required to report such suspected prohibited activity to the Town Supervisor, or any member of the Town Board.

In addition to being subject to corrective action or discipline if they engaged in prohibited activity themselves, supervisory personnel will be subject to discipline for failing to report suspected prohibited activity or otherwise knowingly allowing prohibited activity to continue. Supervisory personnel will also be subject to corrective action or discipline for engaging in any form of retaliation prohibited by this policy.

Investigation of Complaint – The Town Supervisor, in consultation with the Town Board, will determine the appropriate individual(s) to conduct the investigation. All complaints pursuant to this policy, whether reported in verbal or written form, will be investigated promptly, thoroughly, and in as impartial a manner as possible. The investigation will normally include conferring with the parties involved and any named or apparent witnesses. All employees are required to cooperate in an investigation, if so directed. All persons involved, including complainants, witnesses and alleged perpetrators will be accorded due process to protect their rights to a fair and impartial investigation. All relevant materials, including all electronic communications, documents, emails or phone records that are relevant to the allegations will also be considered. A written report will be prepared documenting the results of the investigation. The individual who reported the complaint and the individual about whom the complaint was made will be notified of the final determination.

Confidentiality – Complaints of discrimination and harassment, including sexual harassment, will be handled and investigated promptly and in a manner that is as impartial and confidential as possible. In no event will information concerning a complaint be released by the Town to third parties or to anyone within the Town employment who is not directly involved in the investigation or handling of the complaint unless otherwise required by law.

Corrective Action and Discipline – Any employee who is found to have violated any aspect of this policy will be subject to corrective or disciplinary action, up to and including termination of employment, as provided by Town operating procedures, including Civil Service Law Section 75, or a collective bargaining agreement. Any Elected Official who violates this policy will be subject to remedial action as provided for and/or allowed under NYS Public Officers Law, as well as any other applicable statutes. Any vendor, supplier, visitor, customer, or other non-employee who violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

Legal Protections and External Remedies – Nothing in this policy should be construed as in any way limiting employees' rights to file a formal complaint with the appropriate state or federal

agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered.

Harassment (including sexual harassment) is not only prohibited by Town policy but is also prohibited by federal, state, and (where applicable) local law. Aside from the Town's internal process, employees may also choose to pursue legal remedies with the following governmental entities at any time.

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400. Contact DHR at (888) 392- 3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an

administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

Contact the Rotterdam Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the Rotterdam Police Department.

SECTION 00 04 81

STATEMENT OF SURETY'S INTENT

To: _____

We have reviewed the Bid of _____
(Contractor)

of _____
(Address)

for _____

_____
(Project)

Bids for which will be received on _____
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the Performance Bond and Labor and Materials Payment Bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves, and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

Attest:

_____ _____

_____
Surety's Authorized Signature(s)

Attach Power of Attorney

(Corporate seal if any. If no seal, write "No Seal" across this place and sign.)

END OF SECTION

Draft

SECTION 00 04 84

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION

1. Contractor hereby certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods).

   a) Which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any government agency or political subdivision or public benefit corporation.

   b) In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor certifies through the submitted bid proposal that any and all subcontractors have been informed and are in compliance with the specification's and provisions regarding use of tropical hardwoods as detailed in Section 165 of New York State Finance law.

2. Qualifications for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State. Otherwise, the bid may not be considered responsive. Upon executing this certification the bidder acknowledges that proof of qualifications for exemption are the responsibility of the Contractor to meet with the approval of the state.

3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:

   a) "By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, wood to be used under this contract award complies with NYS Finance Law Section 165".

FIRM: _____

By: _____

Title: _____

(CORPORATE SEAL IF ANY)

Draft

STATE OF)
) SS:
COUNTY OF)

On this_____ day of_____, 20____, before me personally came and appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

END OF SECTION

Draft

SECTION 00 04 99

BID SECURITY

(ATTACHED HERE - CERTIFIED CHECK, CASH OR BID BOND)

Draft

END OF SECTION

CONTRACT DOCUMENTS

AND

SPECIFICATIONS

FOR

TOWN OF ROTTERDAM

SENIOR CENTER ROOF REPLACEMENT

CONTRACT NO. 1 – GENERAL CONSTRUCTION

Draft

TOWN OFFICIALS

MOLLIE A. COLLINS – SUPERVISOR

JACK DODSON – DEPUTY SUPERVISOR
EVAN CHRISTOU – COUNCILPERSON
SAMANTHA MILLER-HERRERA – COUNCILPERSON
JOSEPH C. MASTROIANNI – COUNCILPERSON

DIANE M. MARCO – TOWN CLERK

MAY 2023

PREPARED BY:

BARTON & LOGUIDICE, D.P.C.
10 AIRLINE DRIVE, SUITE 200
ALBANY, NEW YORK 12205

It is a violation of the New York state education law, Article 145 §7209 Special Provisions, for any person, unless they are acting under the direction of a licensed professional engineer, architect, landscape architect, or land surveyor, to alter an item in any way. If an item bearing the stamp of a licensed professional is altered, the altering engineer, architect, landscape architect, or land surveyor shall stamp the document and include the notation "altered by" followed by their signature, the date of such alteration, and a specific description of the alteration.

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Draft

SECTION 00 00 20

ADVERTISEMENT FOR BIDS

Sealed bids for the furnishing of all labor and material necessary for the Town of Rotterdam Senior Center Roof Replacement project will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until 2:00 P.M. local time on Friday, June 16, 2023 at which time and place they will be publicly opened and read aloud.

Bids will be received for the following Contract:

Contract No. 1 – General Construction: The work shall include providing all labor, materials and equipment, and other means of construction necessary and incidental to the removal and replacement of the asphalt shingle roof, parapet wall and chimney repairs, and roof/attic access improvements, as shown on the Contract Drawings and Specifications.

Digital copies of Bidding Documents may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of Bidding Documents obtained from any other source are not considered official copies. Neither Owner nor Engineer can guarantee the accuracy, and are not responsible for any errors contained in documents obtained from an alternate source. Only those vendors who obtain documents from the BidNet system are guaranteed to receive addendum information, if such information is issued.

Each Bid must be submitted on the prescribed Bid Form and accompanied by security in an amount not less than five percentum (5%) of the amount of the bid in the form and subject to the conditions provided in the Information for Bidders. No Bidder may withdraw his Bid within forty-five (45) days after the actual date of opening thereof.

There will be no formal Pre-Bid Meeting held, but any Bidder that would like to visit the site shall contact the Town Supervisor's office at (518) 355-7575 extension 393 to arrange a site visit. Town representatives will not answer questions relative to the project.

This is an exempt capital improvement project, and Bidders shall not include in their Bid sales and compensating use taxes on the cost of materials which are to be incorporated into the work and which are to be separately sold by the Contractor to the Town of Rotterdam prior to incorporation into the work of the Contract.

The attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract.

The right is reserved to waive any informalities in the Bid and to reject any or all Bids.

END OF SECTION

Draft

SECTION 00 01 00

INFORMATION FOR BIDDERS

00 01 00.01 LOCATION OF THE WORK

A. The work under Contract No. 1 for the Town of Rotterdam Senior Center Roof Replacement project is located at 2639 Hamburg Street, Schenectady, New York 12303.

00 01 00.02 DESCRIPTION OF THE WORK

A. The items of work under respective Contracts include, but are not necessarily limited to the following:

Contract No. 1 – General Construction: The work shall include providing all labor, materials and equipment, and other means of construction necessary and incidental to the removal and replacement of the asphalt shingle roof, parapet wall and chimney repairs, and roof/attic access improvements, as shown on the Contract Drawings and Specifications.

00 01 00.03 COMMENCEMENT AND COMPLETION OF THE WORK

A. Upon execution of the Contract including delivery of the Performance Bond, Labor & Materials Payment Bond and insurance policies and certificates by the Contractor to the Owner and the approval thereof by the Owner's attorney, the Contractor will be notified to proceed with the work. Such notification will be in the form of a letter to proceed from the Engineer.

B. The Contractor shall give the Engineer at least five (5) days written notice of the date he intends to start work at the site.

C. All work items of the Contracts shall be substantially completed within 120 calendar days following the date the Contractor is notified to proceed with the work unless such period is extended by the Owner as provided herein.

00 01 00.04 COLLATERAL WORK AND CONDITIONS OF WORK

A. Each Bidder shall inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder, as Contractor, of his obligation to furnish all material and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out the work, shall employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor. (See also Section 00 10 12.01.)

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00 01 00.04 COLLATERAL WORK AND CONDITIONS OF WORK – Continued

B. Each Contractor will be required to coordinate his work with the work of other Contracts. Each Contractor will be required to adjust his schedule accordingly.

00 01 00.05 RECEIPT & OPENING OF BIDS

A. The Town of Rotterdam (herein called the Owner) invites Bids on the attached forms. Bids will be received by the Owner until the time and at the place stated in the attached Advertisement For Bids. Bids must be sealed in envelopes addressed to Town of Rotterdam, ATTN: Diane M. Marco, Town Clerk, 1100 Sunrise Boulevard, Rotterdam, New York 12306. The outside of the envelope shall bear the name and address of the Bidder and shall be labeled to clearly show the Contract designation for which the Bid is submitted.

00 01 00.06 INFORMALITIES, WAIVERS AND WITHDRAWALS

A. The Owner may consider informal any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any or all Bids. Bids which do not contain a price for every numbered item contained in the Bid form will not be accepted.

B. Any Bid may be withdrawn prior to the scheduled deadline for receipt of Bids or authorized postponement thereof, but no Bid may be withdrawn within forty-five (45) days after the actual date of the opening thereof. Any Bid received after the time and date specified will not be considered, and will be returned unopened.

00 01 00.07 BID PREPARATION

A. Unless otherwise noted thereon, all blanks on the Bid forms must be appropriately filled in with ink and with both words and figures, and the Bid must be properly executed. Do not remove the Bid forms from this binder.

B. All Contract Documents, except the Performance Bond, Labor & Materials Payment Bond, Certificate of Insurance and any Addenda, are contained in this binder. All Contract Documents, except the Contract Drawings, Performance Bond and Labor & Materials Payment Bond, and Certificate of Insurance must be submitted with the Bid. The Contract Documents are defined in the Agreement.

C. Any Bidder may modify his Bid by facsimile communication at any time prior to the scheduled closing time for receipt of Bids, provided such facsimile communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the facsimile modification over the signature of the Bidder was mailed prior to the closing time. The facsimile communication should not reveal the Bid price but should

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provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed Bid is opened. If written confirmation is not received within three days from the closing time, no consideration will be given to the facsimile modification.

00 01 00.08 ADDENDA AND INTERPRETATIONS

A. No verbal interpretation of the intent of any of the Contract Documents will be made before receipt of Bids. Requests for interpretations prior to receipt of Bids must be presented in writing to Joshua D. Conley, Barton & Loguidice, D.P.C., 10 Airline Drive, Suite 200, Albany, New York 12205 or by email to jconley@bartonandloguidice.com, and to be given consideration must be received by the Engineer at least seven (7) days prior to the date set for the opening of Bids.

B. Any interpretation, and any additional information or instruction will, if issued, be in the form of a written Addendum or Addenda distributed to all holders of Contract Documents by the same method that the original documents were distributed, at least five (5) days prior to the date of the opening of Bids.

C. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under this Bid as submitted. All Addenda so issued shall become a part of the Contract Documents.

00 01 00.09 QUALIFICATIONS OF BIDDERS

A. The Owner reserves the right to make such investigation as he may deem necessary or advisable to determine any Bidder's ability to do the work, and the Bidder shall furnish to the Owner on request all data and information pertinent thereto. The Owner reserves the right to reject any Bid if such investigation fails to satisfy the Owner that the Bidder is fully qualified to do the work.

B. Conditional Bids will be considered informal and will be rejected.

C. Immediately following the Canvass of Bids the Low Bidder, if so requested, shall furnish the Owner a sworn and notarized financial statement, and a statement of his qualifications and experience.

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00 01 00.10 OBLIGATIONS OF BIDDERS

A. At the time of the opening of Bids, each Bidder will be presumed to have inspected the Site, to have informed himself fully of the conditions relating to the work and labor required for the work, and to have read and acquainted himself with all the Contract Documents. Failure to do so will not relieve the Bidder who is awarded the Contract of his obligation to complete the work for the price or prices bid, or of any other obligation under the Contract. The failure or omission of any Bidder to receive or examine any Contract Documents shall in no way relieve him from any obligation in respect to his Bid.

00 01 00.11 BID SECURITY

A. Each Bid must be accompanied by cash in United States currency or a certified check of the Bidder in an amount not less than five percent (5%) of the Bid. A Bid Bond, fully executed by the Bidder as principal, and having as surety thereon a surety company approved by the Owner and authorized to do business in New York State, will be accepted in lieu of cash or certified check. Checks should be made payable to the Owner.

B. Such cash, checks or Bid Bonds will be returned to all except the three lowest Bidders within three working days after the opening of Bids. The remaining deposits will be returned to the three lowest Bidders within three working days after execution of the Contract, or, if no Contract is executed within 45 calendar days after opening of Bids, upon demand of the Bidder at any time thereafter so long as he has not been notified of the acceptance of his Bid.

00 01 00.12 LIQUIDATED DAMAGES FOR FAILURE TO EXECUTE CONTRACT

A. Should the successful Bidder refuse or fail to execute the Contract and Bond within five (5) working days after receipt of notice of the acceptance of his Bid, the security deposited with his Bid shall be forfeited to the Owner as liquidated damages for such refusal or failure.

00 01 00.13 DISCREPANCY IN BIDS

A. In the event a discrepancy exists in any Bid between the prices written in words and the prices written in figures, the prices written in words shall govern. If a discrepancy exists in any Bid between unit prices and the extended totals therefor, the unit prices shall govern. In either of the above cases, the extended totals, and the total of all extensions, shall be corrected, if necessary, and the Bid may not be considered informal.

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00 01 00.14 LOWEST BIDDER

A. Bids will be compared on the basis of the totals for the Contract, corrected as necessary in conformance with Article 00 01 00.13, given at the bottom of the schedule of quantities, prices and extensions. Such total in each Bid shall be the sum of all lump sum prices, plus the sum of all the extensions produced by multiplying the unit price in each case by the corresponding listed quantity.

00 01 00.15 AWARD OF CONTRACT

A. The Contract will be awarded to that responsible Bidder whose Bid, after corrections and adjustments, totals the least number of dollars.

B. The Owner reserves the right to reject any and all Bids.

END OF SECTION

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SECTION 00 01 50

LABOR AND EMPLOYMENT

00 01 50.01 GENERAL

A. The Contractor and every Subcontractor on public works contracts shall comply with Article 8 of the State Labor Law, as amended.

00 01 50.02 POSTING MINIMUM WAGE RATES & KEEPING RECORDS

A. The Contractor and every Subcontractor on public works contracts shall post in a prominent and accessible place on the Site a legible statement of all wage rates and supplements as specified in the Contract to be paid or provided, all redeterminations of such schedules as the case may be, for the various classes of mechanics, workmen and laborers employed on the work. Other notices to be posted are the Workers' Compensation Law Section 51 notice, the Department of Labor notice that this project is a public work project on which each worker is entitled to receive the prevailing rate of wages and supplements for the occupation at which he or she is working, and all other notices required by law to be posted at the site. The Contractor shall maintain such notices in a legible manner, written in plain English in lettering no smaller than two inches in height and two inches in width, weatherproof, and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason.

B. The Contractor and every Subcontractor shall keep original payrolls or verified transcripts thereof showing the hours and days worked by each workman, mechanic or laborer, the occupation at which he worked, the hourly wage rate paid and the supplements paid or provided, on the Site, when the Contractor or Subcontractor maintains no regular place of business in New York State and where the amount of the Contract is in excess of $25,000. All other Contractors and Subcontractors shall produce within five days on the Site and upon formal order of the Commissioner of Labor or his designated representative such original payrolls or verified transcripts thereof, as may be deemed necessary to adequately enforce the provisions of this Section.

C. Notwithstanding the aforementioned requirements, every Contractor and Subcontractor shall submit to the Owner within thirty days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll record, as provided by Article 8 of the Labor Law, subscribed and affirmed as true under penalties of perjury. The original payrolls or transcripts shall be preserved for three years from the completion of the work.

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00 01 50.03 NON-DISCRIMINATION AND LABOR PRACTICES

A. In accordance with Section 220-e of Article 8 of the State Labor Law, the Contractor agrees:

1. That in the hiring of employees for the work of this Contract or any Subcontract, neither he nor any Subcontractor, nor any person acting on behalf of the Contractor, or any Subcontractor, shall by reasons of race, creed, color, 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 his employment relates; and

2. That neither the Contractor, nor any Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, sex, disability or national origin; and

3. That there may be deducted from the amount payable to the Contractor by the Owner, a penalty of Fifty Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Contract; and

4. That this Contract may be cancelled or terminated by the Owner, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Section of the Contract; and

5. That the aforesaid provisions of this Section covering contracts for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

6. During the performance of this Contract, the Contractor agrees as follows:

   a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, disability or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

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b. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Division of Human Rights, advising such labor union or representative of the Contractor's agreement under subparagraphs (1) through (7) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the Bid or negotiation of this Contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the State Division of Human Rights of such failure or refusal.

c. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Division of Human Rights setting forth the substance of the provisions of subparagraphs (1) and (2) and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.

d. The Contractor will state, in all solicitations, or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, sex, color, disability or national origin.

e. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commissioner of Human Rights, the Attorney General and the Commissioner of Labor for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

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f. This Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commissioner of Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the State Division of Human Rights have failed to achieve compliance with these non-discrimination clauses and after verified complaint has been filed with the State Division of Human Rights, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before the State Commissioner of Human Rights or his designee. Such sanctions may be imposed and remedies otherwise provided by law.

g. The Contractor will include the provisions of sub-paragraph (1) through (7) of this paragraph A and in every Subcontract or purchase order in such a manner that such provisions will be binding upon each Subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such Subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a Subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interest of the State of New York.

7. It is hereby agreed that all applicable provisions of the Labor Law of the State of New York shall be carried out in the performance of this Contract.

8. This agreement shall be void and of no effect unless the Contractor shall secure compensation insurance for the benefit of, and keep insured during the life of this agreement, such employees engaged therein as are required to be insured by the provisions of the Worker's Compensation Law of the State of New York.

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00 01 50.04 LEGAL DAY'S WORK

A. In accordance with Section 220 (2) of Article 8 of the State Labor Law, no laborer, workman or mechanic employed by the Contractor, a Subcontractor or other person doing or contracting to do any part of the work shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any week except in cases of extraordinary emergency including fire, flood or danger to life or property, or in case of national emergency when so proclaimed by the President of the United States.

00 01 50.05 WAGE RATES

A. In accordance with Section 220 of Article 8 of the State Labor Law, the wages to be paid for a legal day's work, as hereinbefore defined, to laborers, workmen or mechanics employed by the Contractor or Subcontractors, shall be not less than the prevailing rate of wages as hereinafter defined. Each laborer, workman or mechanic employed by the Contractor, Subcontractors, or other person upon or about the work, shall be paid not less than the wages and supplements herein provided.

B. Any person or corporation that willfully pays or provides less than the stipulated wage scale or supplements shall be guilty of a misdemeanor and upon conviction shall be punished as provided by law.

C. It shall be the duty of the Commissioner of Labor, or, if the Owner is a city, the comptroller or other analogous officer of such city, to make a determination of the schedule of wages to be paid all laborers, workmen and mechanics employed on the project (if it is a public works project) including supplements for welfare, pension, vacation and other benefits. These supplements include hospital, surgical or medical insurance or benefits, life insurance or death benefits, accidental death or dismemberment insurance, and pension or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to employees.

D. The supplements to be provided shall be in accordance with prevailing practices in the locality. The amount for wages and for supplements listed in the schedule in these Contract Documents does not necessarily include all types of prevailing wages and supplements in the locality, and a future determination by the Commissioner of Labor may require the Contractor to pay increased wages or provide additional supplements.

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00 01 50.06 VERIFICATION OF AMOUNTS DUE FOR WAGES AND SUPPLEMENTS

A. In accordance with Section 220-a of Article 8 of the State Labor Law, the New York State schedule of prevailing wages and supplements, as included in this Contract or as subsequently redetermined by the New York State Department of Labor, shall be specifically included in each and every Subcontract, regardless of tier, awarded by the Contractor or his Subcontractors.

B. Subcontractors, regardless of tier, shall provide to the Contractor a verified statement attesting that the Subcontractor has received and reviewed the prevailing wage rate and supplement schedule and agreeing that it will pay its employees the applicable wages and will pay or provide the supplements specified therein. The Contractor shall submit to the Owner copies of all such verified statements.

C. The Owner will not make final payment to the Contractor unless and until the Contractor submits the following:

1. verified statements as described in the preceding paragraph
2. certification to the amounts then due from the Contractor to any and all laborers for wages or supplements on account of labor performed upon the work under the Contract
3. certification to the amounts then due from any Subcontractor, regardless of tier, for wages and supplements, on account of labor performed upon the work under the Contract, or shall certify that the Contractor has no knowledge of such amounts owing to or on behalf of any laborers of its Subcontractors.

D. In the event it is determined by the New York State Commissioner of Labor that the wages and/or supplements of any employees of the Contractor's Subcontractors, regardless of tier, have not been paid or provided pursuant to the appropriate schedule of wages and supplements, the Contractor shall be responsible for payment of such wages or supplements.

00 01 50.07 MINIMUM RATES

A. New York State Department of Labor wage rates will be in effect on this Project.

B. The minimum wage rates designated by the Commissioner of Labor of the State of New York are attached. These minimum rates and supplements may be modified during the life of the Contract. If the prevailing wage rates should subsequently be legally modified or increased by any means other than by the action of the Owner, the Contractor shall assume full responsibility for the payment of said increases without recourse to the Owner.

END OF SECTION

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Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of Rotterdam

Joshua Conley
443 Electronics Parkway
Liverpool NY 13088

Schedule Year 2022 through 2023
Date Requested 05/12/2023
PRC# 2023005532

Location Town of Rotterdam
Project ID#
Project Type Removal and replacement of asphalt shingle roof, and brick parapet and chimney repair.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2022 through June 2023. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

Both the PW 16 and PW 200 forms are available for completion online.

Hours

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

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

Wages and Supplements

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

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

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

Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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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)).

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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.

Draft

Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of Rotterdam

Joshua Conley
443 Electronics Parkway
Liverpool NY 13088

Schedule Year 2022 through 2023
Date Requested 05/12/2023
PRC# 2023005532

Location Town of Rotterdam
Project ID#
Project Type Removal and replacement of asphalt shingle roof, and brick parapet and chimney repair.

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.

Draft

Contractor Information
All information must be supplied

Federal Employer Identification Number: _____

Name: _____

Address: _____

_____

City: _____ State: _____ Zip: _____

Amount of Contract: $_____

Approximate Starting Date: ___/___/___

Approximate Completion Date: ___/___/___

Contract Type:
[ ] (01) General Construction
[ ] (02) Heating/Ventilation
[ ] (03) Electrical
[ ] (04) Plumbing
[ ] (05) Other : _____

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

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Social Security Numbers on Certified Payrolls:

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

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

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

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, https://dol.ny.gov/public-work-and-prevailing-wage
If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov .

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

Effective June 23, 2020

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

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

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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.

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2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

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NEW YORK STATE OF OPPORTUNITY. | Department of Labor

Required Notice under Article 25-B of the Labor Law

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

The law says that you are an employee unless:

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

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

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

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

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

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

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

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

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

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

Employer Name:

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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:

https://dol.ny.gov/public-work-and-prevailing-wage

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

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

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

Contractor Name: _____

Project Location: _____

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Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.)*
- Training roster, attendance record 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 518-457-5589.

WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

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Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

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

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

Draft

Schenectady County General Construction

Boilermaker — 05/01/2023

JOB DESCRIPTION Boilermaker **DISTRICT** 1

ENTIRE COUNTIES
Albany, Broome, Chenango, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

WAGES
Per hour

	07/01/2022	01/01/2023	01/01/2024 Additional
Boilermaker	$ 39.34	$ 40.09	+ $1.30

SUPPLEMENTAL BENEFITS
Per hour

Journeyperson	$ 25.65 + 1.24*	$25.95 + 1.49*

* This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

OVERTIME PAY
See (B, E, Q, V) 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, and when Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

REGISTERED APPRENTICES
Wages per hour
(1/2) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits per hour

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2022	19.15 +1.24*	19.15 +1.24*	20.08 +1.24*	21.00 +1.24*	21.93 +1.24*	22.87 +1.24*	23.79 +1.24*	24.72 +1.24*
01/01/2023	19.35 +1.49*	19.35 +1.49*	20.29 +1.49*	21.23 +1.49*	22.17 +1.49*	23.13 +1.49*	24.06 +1.49*	25.01 +1.49*

* This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

1-197

Carpenter - Building — 05/01/2023

JOB DESCRIPTION Carpenter - Building **DISTRICT** 2

ENTIRE COUNTIES
Albany, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie

WAGES

Per hour:	07/01/2022	07/01/2023 Additional	07/01/2024 Additional	07/01/2025 Additional
Carpenter	$ 34.00	$ 1.25	$ 1.25	$ 1.25
Floor Coverer	34.00	1.25	1.25	1.25
Carpet Layer	34.00	1.25	1.25	1.25
Dry-Wall	34.00	1.25	1.25	1.25
Diver-Wet Day	61.25	0.00	0.00	0.00
Diver-Dry Day	35.00	1.25	1.25	1.25
Diver Tender	35.00	1.25	1.25	1.25

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):
- Pile Drivers/Dock Builders shall receive $0.25 per hour over the journeyman's rate of pay when performing piledriving/dock building work.

Draft

- Certified welders shall receive $1.00 per hour over the journeyman's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus $1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  0' to 80' no additional fee
  81' 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 (per diem payment):
  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 Thursday. Friday may be used as a make-up day.

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

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman $ 23.47

OVERTIME PAY
See (B, E, *E2, Q) on OVERTIME PAGE
* Note - Saturday is also 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
CARPENTER APPRENTICES
Wages per hour (1040 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th	5th
55%	60%	65%	70%	80%

Supplemental Benefits per hour:

$ 12.31	$ 12.31	$ 14.96	$ 14.96	$ 14.96

PILEDRIVER/DOCK BUILDER APPRENTICES
Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
55%*	60%*	70%*	80%*

*Pile Driver/Dock Builder apprentices shall receive an additional $0.25 per hour worked when performing piledriving/dock building work.
Supplemental Benefits per hour:

$ 12.31	$ 12.31	$ 14.96	$ 14.96

LINOLEUM, RESILIENT TILE, AND CARPET LAYER APPRENTICES
Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
55%	60%	70%	80%

Supplemental Benefits per hour:

$ 12.31	$ 12.31	$ 14.96	$ 14.96

ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:
- Certified welders shall receive $1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus $1.50 per hour.

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JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT** 2

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

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

WAGES

Wages per hour:	07/01/2022	07/01/2023 Additional	07/01/2024 Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	$ 33.08	$ 2.25*	$2.25*

*To be allocated at a later date
Note - Does not include the operation of equipment. Please see Operating Engineers rates.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman	$ 25.45

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

HOLIDAY
Paid: See (5) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE
Notes:
When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. 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 (1300 hour terms at the following percentage of Journeyman's wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

1st term	$ 16.97
2nd term	17.41
3rd term	19.40
4th term	19.84

Draft

2-42AtSS

Carpenter - Heavy&Highway **05/01/2023**

JOB DESCRIPTION Carpenter - Heavy&Highway **DISTRICT** 2

ENTIRE COUNTIES
Albany, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Per hour	07/01/2022	07/01/2023 Additional	07/01/2024 Additional
Carpenter	$ 37.52	$ 3.75*	$ 4.00*
Piledriver	37.52	3.75*	4.00*
Diver-Wet Day	62.52	3.75*	4.00*
Diver-Dry Day	38.52	3.75*	4.00*
Diver-Tender	38.52	3.75*	4.00*

*To be allocated at a later date.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- When project owner mandates a single irregular work shift, the employee will receive an additional $3.00 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 $2.50 per hour.
- Certified welders when required to perform welding work will receive an additional $2.50 per hour.

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:
- 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.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  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 (per diem payment):
  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 PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman	$ 23.80

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

HOLIDAY
Paid: See (5, 6) 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. Employee must work scheduled work day before and after the Holiday.
- The employee must work their scheduled workday before and their scheduled workday after the holiday to receive holiday pay.

REGISTERED APPRENTICES
CAPRENTER APPRENTICES
Wages per hour (1040 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th	5th
65%	70%	75%	80%	85%

Supplemental Benefits per hour:

$ 18.11	$ 18.65	$ 20.73	$ 21.27	$ 21.81

PILEDRIVER/DOCKBUILDER APPRENTICES
Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
65%	70%	80%	85%

Supplemental Benefits per hour:

$ 18.11	$ 18.65	$ 21.27	$ 21.81

NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:
- When project owner mandates a single irregular work shift, the employee will receive an additional $3.00 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 $2.50 per hour.
- Certified welders when required to perform welding work will receive an additional $2.50 per hour.

2-291HH-Alb

Electrician — 05/01/2023

JOB DESCRIPTION Electrician **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

Draft

PARTIAL COUNTIES

Greene: Portion of the County North of a line following the South limits of the City of Catskill in a westerly direction from the Hudson River to State Highway 23A. Then continuing on 23A to the road following the Little West Kill and continuing along this road to Delaware County.
Otsego: Only the Towns of Decatur and Worchester

WAGES

Per hour

	07/01/2022	06/01/2023
Electrician	$ 45.00	$ 47.12
Audio/Sound	45.00	47.12
Video	45.00	47.12
Tele-Data	45.00	47.12
Solar/ Photovoltaic	45.00	47.12

Notes: An additional 5% above rate for work over 30' above floor and requires use of a safety harness when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.
An additional 10% above rate on towers & smoke stacks over 100' high.
An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.
An additional 5% above rate when Journeymen are required to work as Lead(Pb) cable splicers.
An additional 10% above rate when Journeymen Welders are required to have ASME verification.

SUPPLEMENTAL BENEFITS

Per hour

Journeyman	$ 29.24	$ 29.29
	+3% of wage	+3% of wage

OVERTIME PAY

See (B, *E, Q) on OVERTIME PAGE
* DOUBLE TIME AFTER 10 HOURS ON SATURDAY

For Projects Bid on or Prior to 05/31/2019
NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS OF AT LEAST A FIVE (5) DAY 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 10%
3rd Shift	12:30 AM to 9:00 AM	REGULAR RATE PLUS 15%

For Projects Bid on or After 06/01/2019

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%

For Projects Bid on or After 09/01/2019
NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SINGLE IRREGULAR SHIFTS OF AT LEAST A FIVE (5) DAY 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%

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If the holiday falls on Saturday, it shall be celebrated on Friday. If the holiday falls on Sunday, it shall be celebrated on Monday.

REGISTERED APPRENTICES

Wages per hour

Terms at the following percentage of Journeyman's wage.

0-6mo	6-12mo	2nd yr	3rd yr	4th yr	5th yr
40%	45%	50%	60%	70%	80%

Notes: An additional 5% above rate for work over 30' above floor and requires use of a safety harness when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.
An additional 10% above rate on towers & smoke stacks over 100' high.
An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.

Supplemental Benefits per hour worked

Apprentices indentured on or before 12/31/2018

Draft

0-12 month term	$ 14.66*
2-5th year term	29.24*

Apprentices indentured on or after 01/01/2019

0-12 month term	$ 14.66*
2nd year term	23.52*
3rd year term	24.66*
4th year term	25.81*
5th year term	29.24*

*Plus additional 3% of wage

1-236

Elevator Constructor — 05/01/2023

JOB DESCRIPTION Elevator Constructor **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Essex, Fulton, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES
Madison: Madison Only the towns of: Brookfield, Hamilton, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida
Oneida: Entire county except the towns of: Camden, Florence, and Vienna.

WAGES
Per hour

	07/01/2022	01/01/2023
Mechanic	$ 50.78	$ 53.02
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

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

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

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

SUPPLEMENTAL BENEFITS
Per hour

	07/01/2022	01/01/2023
Journeyperson/Helper	$ 36.885*	$ 37.335*

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

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 15, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE
Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES
Wages per hour:

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

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

Supplemental Benefits - per hour worked:

Same as Journeyperson/Helper

1-35

Draft

Glazier **05/01/2023**

JOB DESCRIPTION Glazier **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES
Per hour

	07/01/2022	05/01/2023	07/01/2023 Additional
Glazier Base Wage	$ 31.86*	$ 32.16**	

*plus additional $4.05 per hour for all hours worked, not subject to overtime/premium
**plus additional $4.10 per hour for all hours worked, not subject to overtime/premium

High Work Base Wage***	34.01		+$1.55

+ additional $4.05 per hour for all hours worked, not subject to overtime/premium

(***)When working on Swing Stage or Lift 100 feet or more in height, measured from the ground level up.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. NOTE - In order to use the 4 Day/10 Hour Work schedule, as your normal schedule, you must submit an Employer Registration for Use of 4 Day/10 Hour Work Schedule, form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour

Journeyman	$ 21.75	$ 22.65
Journeyman High Work	27.65	27.65

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE
Premium is applied to the respective base wage only.

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT WORK OR SINGLE IRREGULAR SHIFTS STARTING BETWEEN THE HOURS LISTED BELOW:

4:00pm to 6:30am: ADDITIONAL 12.5% TO APPLICABLE WAGE RATE AND SUPPLEMENTAL BENEFIT

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If any of the holidays are designated by federal law to be celebrated on a day other than that on which they regularly fall, then the holiday shall be celebrated on the day set by said federal law as if the day on which the holiday is celebrated was actually the holiday date.

REGISTERED APPRENTICES
Wages per hour

Apprentice Glazier 1500 hr. terms at the following percentage of Journeymans base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%

+ additional $4.10 per hour for all hours worked for all terms

Apprentice Glazier Hi-Work 1500 hr. terms at the following percentage of Journeymans Hi-Work base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%

+ additional $4.05 per hour for all hours worked for all terms

Supplemental Benefits per hour worked

Apprentice		
1st term	$ 18.08	$ 18.98
2nd-4th term	21.75	22.65
Apprentice High Work		
1st term	21.28	21.28
2nd-4th term	27.65	27.65

Draft

Insulator - Heat & Frost

05/01/2023

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 1

ENTIRE COUNTIES
Albany, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Sullivan, Ulster, Warren, Washington

WAGES

Wages per hour	07/01/2022	05/01/2023	05/01/2024 Additional
Asbestos Worker*	$ 38.40	$ 39.68	+$2.00
Insulator*	38.40	39.68	
Firestopping Worker*	32.64	33.73	

(*)On Mechanical Systems only.

On government mandated shift work additional 12% of wage for all shifts starting after 3:30 P.M.

SUPPLEMENTAL BENEFITS
Per hour

Journeyperson	$ 24.42	$ 25.64

OVERTIME PAY
See (*B1, **Q) on OVERTIME PAGE
*B1=Double time begins after 10 hours on Saturday
**Q=Triple time on Labor Day if worked.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
When a holiday falls on Sunday the following Monday shall be observed as the holiday.

REGISTERED APPRENTICES
Wages per hour

one year terms at the following percentage of Journeyperson's wage.

1st	2nd	3rd	4th
60 %	70 %	80 %	90 %

Supplemental Benefits per hour worked:

Apprentices	$ 24.42	$ 25.64

1-40

Ironworker

05/01/2023

JOB DESCRIPTION Ironworker

DISTRICT 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Delaware, Essex, Greene, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES
Fulton: Only the Townships of Broadalbin, Mayfield, Northampton, Bleecker and Johnstown.
Hamilton: Only the Townships of Hope, Benson and Wells.
Montgomery: Only the Townships of Florida, Amsterdam, Charleston, Glen, Mohawk and Root.
Otsego: Only the Towns of Unadilla, Butternuts, Morris, Otego, Oneonta, Laurens, Millford, Maryland and Worchester.

WAGES

Wages Per hour	07/01/2022
Ornamental	$ 33.50
Reinforcing	33.50
Rodman	33.50
Structural & Precast	33.50
Mover/Rigger	33.50
Fence Erector	33.50
Stone Derrickman	33.50
Sheeter	33.75
Curtain Wall Installer	33.50

Draft

Metal Window Installer 33.50

SUPPLEMENTAL BENEFITS
Per hour

JOURNEYPERSON $ 31.14

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTWORK:

1st Shift	6:00 AM to 4:30 PM	REGULAR RATE
2nd Shift	2:00 PM to 7:00 PM	REGULAR RATE PLUS 10%
3rd Shift	7:00 PM to 12:00 AM	REGULAR RATE PLUS 15%

THE FOLLOWING RATE WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SINGLE IRREGULAR SHIFTS:

Shift Starting 4:30 PM to 12:00 AM REGULAR RATE PLUS 10%

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 per hour
ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

	07/01/2022
1st year	$ 19.50
2nd year	21.50
3rd year	23.50
4th year	25.50

Supplemental Benefits per hour worked

1st year	$ 11.78
2nd year	23.73
3rd year	25.42
4th year	27.13

Draft

Laborer - Building — 05/01/2023

JOB DESCRIPTION Laborer - Building **DISTRICT** 1

ENTIRE COUNTIES
Schenectady, Schoharie

PARTIAL COUNTIES
Fulton: Only the Townships of Bleeker, Mayfield, Northampton, Johnstown,Broadalbin and Perth.
Montgomery: Only the Townships of Mohawk, Glen, Charleston, Amsterdam, and Florida.
Saratoga: Only the Townships of Day, Hadley, Edinburg, Corinth, Moreau,South Glens Falls, Providence, Greenfield, Wilton, Galway, Northumberland, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park.

WAGES
Per hour

	07/01/2022	07/01/2023 Additional
Group #1: All Classifications except as noted in Groups 2 & 3	$ 34.54	+ $2.35
Group #2: Blaster, Drilling equipment only where a separate air compressor unit supplies power, Metal formsetter (sidewalk), Well pointing & Laser operator	$ 35.04	

Group #3:
Handling of Asbestos
or Toxic Materials $ 35.89

SUPPLEMENTAL BENEFITS
Per hour

Journeyman $ 23.11

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
1000 Hour terms at the following percentage of Journeyman's basic hourly wage.

1st	2nd	3rd	4th
65 %	70 %	80 %	80 %

Supplemental Benefits per hour worked

	07/01/2022
Apprentices	$ 23.11

1-157

Laborer - Heavy&Highway — 05/01/2023

JOB DESCRIPTION Laborer - Heavy&Highway **DISTRICT** 1

ENTIRE COUNTIES
Schenectady, Schoharie

PARTIAL COUNTIES
Fulton: Only the Townships of Bleeker, Mayfield, Northampton, Johnstown,Broadalbin and Perth.
Montgomery: Only the Townships of Mohawk, Glen, Charleston, Amsterdam, and Florida.
Saratoga: Only the Townships of Day, Hadley, Edinburg, Corinth, Moreau,South Glens Falls, Providence, Greenfield, Wilton, Galaway, Northumberland, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park

WAGES
GROUP # A:
Basic, Drill Helper, Flagman, Outboard and Hand Boats.

GROUP # B:
Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer,Pavement Breaker, Handlers of Steelmesh, Small Generators for Laborers, Tools Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Water Pump Operators(1-1/2" and Single Diaphragm) Nozzle (Asphalt, Gunite, Seeding, and Sand Blasting), Laborers on Chain Link Fence, 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 Paver/Raker and Powderman.

GROUP # D:
Blasters, Metal Form Setters (sidewalk), Stone or Granite Curb Setters.

GROUP # E:
Employees performing hazardous waste removal, lead abatement and removal, or asbestos abatement and removal on a State and/or Federally designated waste site & where relevant State or Federal regulations require employees to use or wear forms of personal protection.

WAGES per hour	07/01/2022	07/01/2023 Additional
Group # A	$ 36.60	$ 3.50
Group # B	36.80	
Group # C	37.00	
Group # D	37.20	
Group # E	39.10	

Draft

All employees who work a single irregular work day that starts from 5:00 pm to 1:00 am on a governmental mandated night shift shall be paid an additional $5.00 per hour.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

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

SUPPLEMENTAL BENEFITS
Per hour

Journeyman	$ 25.99

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 the holiday falls on Sunday, it will be celebrated on Monday. If the Holiday falls on a Saturday employer can choose to celebrate Saturday or give Friday off with pay.

REGISTERED APPRENTICES
Wages per hour

1000 HOUR TERMS AT THE FOLLOWING PERCENTAGE OF JOURNEYMAN'S BASE WAGE

1ST	2ND	3RD	4TH
65 %	70 %	80 %	80 %

Supplemental Benefits per hour worked

	07/01/2022
Apprentices	$ 25.99

1-157h/h

Laborer - Tunnel — 05/01/2023

JOB DESCRIPTION Laborer - Tunnel **DISTRICT** 1

ENTIRE COUNTIES
Albany, Fulton, Hamilton, Herkimer, Madison, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

WAGES
Class 1: All support laborers/sandhogs working above the shaft or tunnel

Class 2: All laborers/sandhogs working in the shaft or tunnel

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

Class A: Mole nipper, powder handler, changehouse attendant and top laborer, Air spade, jackhammer, pavement breaker, Top bell, Bottom bell, side or roofbelt driller, maintenance men, burners, block layers, rodmen, caulkers, miners helper, trackmen, nippers, derailmen, electrical cablemen, hosemen, groutmen, gravelmen, form workers, movers and shaftmen, conveyor men.

Class B: Powder monkey, Blasters, ironmen and cement worker, miner, welder, heading driller, steel erectors, piledriver, rigger

Per Hour

	07/01/2022
*For projects bid on or after May 1, 2019	
Class 1	$ 43.50
Class 2	45.50
Class 4	47.75
Class 5	38.25

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional $ 3.00 an hour.

*For projects bid on or before April 30, 2019

Draft

Class A	$ 40.80
Class B	41.80

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional $ 2.00 an hour.

SUPPLEMENTAL BENEFITS
Per hour

*For projects bid on or after May 1, 2019

Journeyman $ 27.50

*For projects bid on or before April 30, 2019

Journeyman $ 26.75

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

HOLIDAY
Paid: See (5, 6, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE
Note: If the holiday falls on a Sunday, it will be celebrated on Monday.
If the holiday falls on a Saturday, it will be celebrated on Friday.

REGISTERED APPRENTICES
FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and Location where the work is to be performed.

1-190/157T

Lineman Electrician — 05/01/2023

JOB DESCRIPTION Lineman Electrician **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES
A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe, or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

Per hour:	07/01/2022	05/01/2023	05/06/2024
Lineman, Technician	$ 56.00	$ 57.40	$ 58.90
Crane, Crawler Backhoe	56.00	57.40	58.90
Welder, Cable Splicer	56.00	57.40	58.90
Digging Mach. Operator	50.40	51.66	53.01
Tractor Trailer Driver	47.60	48.79	50.07
Groundman, Truck Driver	44.80	45.92	47.12
Equipment Mechanic	44.80	45.92	47.12
Flagman	33.60	34.44	35.34

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

Lineman, Technician	$ 56.00	$ 57.40	$ 58.90
Crane, Crawler Backhoe	56.00	57.40	58.90
Cable Splicer	61.60	63.14	64.79
Certified Welder -			
Pipe Type Cable	58.80	60.27	61.85
Digging Mach. Operator	50.40	51.66	53.01
Tractor Trailer Driver	47.60	48.79	50.07
Groundman, Truck Driver	44.80	45.92	47.12
Equipment Mechanic	44.80	45.92	47.12
Flagman	33.60	34.44	35.34

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, Tech, Welder	$ 57.32	$ 58.72	$ 60.22
Crane, Crawler Backhoe	57.32	58.72	60.22
Cable Splicer	63.05	64.59	66.24
Certified Welder -			
Pipe Type Cable	60.19	61.66	63.23
Digging Mach. Operator	51.59	52.85	54.20
Tractor Trailer Driver	48.72	49.91	51.19
Groundman, Truck Driver	45.86	46.98	48.18
Equipment Mechanic	45.86	46.98	48.18
Flagman	34.39	35.23	36.13

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

Lineman, Tech, Welder	$ 58.51	$ 59.91	$ 61.41
Crane, Crawler Backhoe	58.51	59.91	61.41
Cable Splicer	58.51	59.91	61.41
Digging Mach. Operator	52.66	53.92	55.27
Tractor Trailer Driver	49.73	50.92	52.20
Groundman, Truck Driver	46.81	47.93	49.13
Equipment Mechanic	46.81	47.93	49.13
Flagman	35.11	35.95	36.85

Additional $1.00 per hour for entire crew when a helicopter is used.

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NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM to 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3RD SHIFT	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.
NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked (but also required on non-worked holidays):

	07/01/2022	05/01/2023	05/06/2024
Journeyman	$ 25.90 *plus 7% of the hourly wage paid	$ 26.40 *plus 7% of the hourly wage paid	$ 26.90 *plus 7% of the hourly wage paid

Journeyman Lineman or Equipment Operators with Crane License	$ 27.90 *plus 7% of the hourly wage paid	$ 29.40 *plus 7% of the hourly wage paid	$ 30.90 *plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

OVERTIME PAY
See (B, E, Q,) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.
NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES
WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

07/01/2022	05/01/2023	05/06/2024
$ 25.90 *plus 7% of the hourly wage paid	$ 26.40 *plus 7% of the hourly wage paid	$ 26.90 *plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249a

Lineman Electrician - Teledata — 05/01/2023

JOB DESCRIPTION Lineman Electrician - Teledata **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES
Per hour:

For outside work, stopping at first point of attachment (demarcation).

	07/01/2022	01/01/2023	01/01/2024	01/01/2025
Cable Splicer	$ 36.28	$ 37.73	$ 39.24	$ 40.81
Installer, Repairman	$ 34.43	$ 35.81	$ 37.24	$ 38.73
Teledata Lineman	$ 34.43	$ 35.81	$ 37.24	$ 38.73
Tech., Equip. Operator	$ 34.43	$ 35.81	$ 37.24	$ 38.73
Groundman	$ 18.25	$ 18.98	$ 19.74	$ 20.53

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS
Per hour:

07/01/2022	01/01/2023	01/01/2024	01/01/2025

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Journeyman	$ 5.14 *plus 3% of the hourly wage paid	$ 5.14 *plus 3% of the hourly wage paid	$ 5.14 *plus 3% of the hourly wage paid	$ 5.14 *plus 3% of the hourly wage paid

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

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting — 05/01/2023

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

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/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.
(Ref #14.01.01)

Per hour:	07/01/2022	05/01/2023	05/06/2024
Lineman, Technician	$ 48.19	$ 49.32	$ 50.54
Crane, Crawler Backhoe	48.19	49.32	50.54
Certified Welder	50.60	51.79	53.07
Digging Machine	43.37	44.39	45.49
Tractor Trailer Driver	40.96	41.92	42.96
Groundman, Truck Driver	38.55	39.46	40.43
Equipment Mechanic	38.55	39.46	40.43
Flagman	28.91	29.59	30.32

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM	REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM	REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM	REGULAR RATE PLUS 31.4%

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

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

SUPPLEMENTAL BENEFITS
Per hour worked (but also required on non-worked holidays):

	07/01/2022	05/01/2023	05/06/2024
Journeyman	$ 25.90 *plus 7% of the hourly wage paid	$ 26.40 *plus 7% of the hourly wage paid	$ 26.90 *plus 7% of the hourly wage paid
Journeyman Lineman or Equipment Operators with Crane License	$ 27.90 *plus 7% of the hourly wage paid	$ 29.40 *plus 7% of the hourly wage paid	$ 30.90 *plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.
NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY
Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES
WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

07/01/2022	05/01/2023	05/06/2024
$ 25.90 *plus 7% of the hourly wage paid	$ 26.40 *plus 7% of the hourly wage paid	$ 26.90 *plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249a-LT

Lineman Electrician - Tree Trimmer — 05/01/2023

JOB DESCRIPTION Lineman Electrician - Tree Trimmer **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES
Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also would include stump removal near underground energized electrical lines, including telephone and CATV lines.

Per hour:	07/01/2022	01/01/2023
Tree Trimmer	$ 28.25	$ 29.80
Equipment Operator	24.98	26.35
Equipment Mechanic	24.98	26.35
Truck Driver	20.80	21.94
Groundman	17.13	18.07

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Flag person	13.20*	13.20*

*NOTE- Rate effective 12/31/2022: $14.20

SUPPLEMENTAL BENEFITS
Per hour worked (but also required on non-worked holidays):

	07/01/2022	01/01/2023
Journeyman	$ 10.23 *plus 3% of the hourly wage paid	$ 10.48 *plus 3% of the hourly wage paid

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

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY
Paid: See (5, 6, 8, 15) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE
NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.
All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building — 05/01/2023

JOB DESCRIPTION Mason - Building **DISTRICT** 12

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES
Per hour 07/01/2022

Tile/Marble/Terrazzo

Setter	$ 36.71
Finisher	28.61

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

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

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman Setter	$ 21.43
Journeyman Finisher	18.52

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

Setter:	
1st term 0-500 hrs	60%
2nd term 501-1500 hrs	70%
3rd term 1501-2500 hrs	80%
4th term 2501-3500 hrs	85%
5th term 3501-4500 hrs	90%

Draft

6th term 4501-6000 hrs	95%

Finisher:

1st term 0-500 hrs	70%
2nd term 501-1500 hrs	80%
3rd term 1501-2500 hrs	90%
4th term 2501-3700 hrs	95%

Supplemental Benefits per hour worked

	07/01/2022
Setter:	
1st term 0-500 hrs	$ 12.68
2nd term 501-1500 hrs	12.68
3rd term 1501-2500 hrs	17.05
4th term 2501-3500 hrs	17.05
5th term 3501-4500 hrs	19.24
6th term 4501-6000 hrs	21.43

Finisher:

1st term 0-500 hrs	$ 11.97
2nd term 501-1500 hrs	11.97
3rd term 1501-2500 hrs	15.24
4th term 2501-3700 hrs	15.24

12-2TS.1

Mason - Building — 05/01/2023

JOB DESCRIPTION Mason - Building **DISTRICT** 12

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES
Warren: Only the Townships of Bolton, Lake George, Lake Luzerne, Queensbury, Stony Creek, Thurman & Warrensburg.

WAGES
Per hour

	07/01/2022
Bricklayer	$ 39.54
Cement Mason(Bldg)	39.54
Plasterer/Fireproofing*	39.54
Pointer/Caulker/Cleaner	39.54
Stone Mason	39.54
Acid Brick	40.04

(*)Fireproofing of 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 PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 22.63

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: Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES
Wages per hour

750 hour terms at the following percentage of Journey's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
60%	60%	65%	70%	75%	80%	85%	90%

Draft

Supplemental Benefits per hour worked

All Terms	$ 22.63

12-2b.1

Mason - Heavy&Highway — 05/01/2023

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 12

ENTIRE COUNTIES
Albany, Cayuga, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Oswego, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, Washington

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

	07/01/2022
Mason & Bricklayer	$ 40.76

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	$ 21.48

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

1st	2nd	3rd	4th	5th	6th	7th	8th
60%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

0 to 500 Hours	$ 12.98
All Other	21.48

12-2hh.1

Millwright — 05/01/2023

JOB DESCRIPTION Millwright **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES
THE FOLLOWING RATE APPLIES TO ANY GAS/STEAM TURBINE AND OR RELATED COMPONENT WORK, INCLUDING NEW INSTALLATIONS OR MAINTENANCE AND ANY/ALL WORK PERFORMED WITHIN THE PROPERTY LIMITS OF A NUCLEAR FACILITY.

Per hour:	07/01/2022
Millwright - Power Generation	$ 41.23

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):
- Certified Welders shall receive an additional $1.75 per hour provided he/she is directed to perform certified welding.

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- 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, then that employee shall receive an additional $1.50 per hour.
- An employee performing the work of a machinist shall receive an additional $2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional $1.00 per hour.

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyman	$ 26.72*

*NOTE: Subject to OT premium

OVERTIME PAY
See (B, E, *E2, Q, V) 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 per hour: One year terms at the following percentage of Journeyman's wage:

Appr. 1st year	65 %*
Appr. 2nd year	75 %*
Appr. 3rd year	80 %*
Appr. 4th year	90 %*

*NOTE: Additional premium for the following work listed below:

Certified Welder	$ 1.75
Hazardous Waste Work	1.50
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	$ 11.83
Appr. 2nd year	22.26
Appr. 3rd year	23.74
Appr. 4th year	25.24

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6-1163Power

Millwright — 05/01/2023

JOB DESCRIPTION Millwright **DISTRICT** 2

ENTIRE COUNTIES
Albany, Chenango, Delaware, Fulton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie

WAGES
Per hour: 07/01/2022

Building	$ 35.84
Heavy & Highway	37.84

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):
- Certified Welders shall receive $1.75 per hour in addition to the current Millwrights rate provided he/she is directed to perform certified welding.
- For Building work 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, then that employee shall receive a $1.50 premium per hour for Building work.
- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional $2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.

- An employee performing the work of a machinist shall receive $2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional $1.00.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman	$ 25.41

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 per hour:

(1)year terms at the following percentage of Journeyman's rate.

1st	2nd	3rd	4th
65%	75%	80%	90%

Supplemental Benefits per hour:

Apprentices:

1st term	$ 11.93
2nd term	21.37
3rd term	22.72
4th term	24.06

2-1163.1

Operating Engineer - Building — 05/01/2023

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES
Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES
CLASS A1:
Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks,whirlies, dragline, boom trucks over 5 tons.

CLASS A:
Shovel, all Excavators (including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill.

CLASS B:
Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vacum machine (mounted or towed).

CLASS C:

Draft

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, beltcrete power pack (belcrete system), seeding, and mulching machines, pumps.

* In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

	07/01/2022
Class # A1	$ 47.81
Class # A	47.32
Class # B	46.30
Class # C	43.40

Additional $0.50 per hr for Tower Cranes.
Additional $1.25 per hr for Cranes with Boom length & jib 150ft. and over.
Additional $2.25 per hr for Cranes with Boom length & jib 200ft. and over.
Additional $2.50 per hr over B rate for Nuclear Leader work.
Additional $0.40 per hr for tunnel or excavation of shaft 40' or more deep.
Additional $2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

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

SUPPLEMENTAL BENEFITS

Per hour

	07/01/2022
Journeyman	$ 30.55

OVERTIME PAY

See (B, E, 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, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday. Employees who work a designated holiday shall be paid double time plus 8 hours of straight time.

REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journeyperson's wage Class B

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked

All terms	$ 25.85

1-158 Alb

Operating Engineer - Heavy&Highway — 05/01/2023

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 1

ENTIRE COUNTIES

Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES

CLASSIFICATION A:

Draft

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, GPS operated Bull Dozer, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All PurposeHydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

CLASSIFICATION B:
Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Brokk, Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) and All Concrete Batching Plants], Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Material handling knuckle boom, Mini Excavator (under 18,000 lbs.), Mixer (for stabilized base self-propelled), Monorail Machine, Plant Engineer, Prentice Loader, Profiler (105 H.P. and under), 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, Vacum machine (mounted or towed), Vermeer saw (ride on, any size or type), Welder, Winch, Winch Cat

CLASSIFICATION C:
A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), Boiler (used in conjunction with production), Bituminous Heater (self-propelled), Boat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16' and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunite Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinius Widener, Roller (Grade and 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 Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

- Note for all above classifications of Operating Engineer - In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

Draft

WAGES per hour

	07/01/2022
Master Mechanic	$ 51.03
Class A*	49.42
Class B	48.51
Class C	45.94

Additional $2.50 per hour for All Employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.
Additional $2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

(*) 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 manufacturers 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.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

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

SUPPLEMENTAL BENEFITS
Per hour

Journeyperson	$ 30.75

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 the holiday falls on Sunday, it will be celebrated on Monday. If the Holiday falls on a Saturday employer can choose to celebrate Saturday or give Friday off with pay.

REGISTERED APPRENTICES
Wages per hour

1000 hours terms at the following percentage of Journeyperson's wage Class B

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked

All Terms $ 26.15

1-158H/H Alb

Operating Engineer - Survey Crew — 05/01/2023

JOB DESCRIPTION Operating Engineer - Survey Crew **DISTRICT** 12

ENTIRE COUNTIES
Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

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, Tunnel 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.

	07/01/2022
Party Chief	$ 47.37
Instrument Person	43.51
Rod Person	32.26

Additional $3.00/hr. for Tunnel Work
Additional $2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman $ 28.05

OVERTIME PAY
See (B, E, P, *X) on OVERTIME PAGE
*Note: $24.10/Hr. Only for "ALL" premium hours paid when worked.

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:

	07/01/2022
0-1000	60%
1001-2000	70%
2001-3000	80%

Draft

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	$ 19.83 / PHP $17.03
1001-2000	22.85 / " 19.45
2001-3000	25.88 / " 21.93

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer — 05/01/2023

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT** 12

ENTIRE COUNTIES
Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

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.

	07/01/2022
Party Chief	$ 47.37
Instrument Person	43.51
Rod Person	32.26

Additional $3.00/hr. for Tunnel Work.
Additional $2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 28.05

OVERTIME PAY
See (B, E, Q, *X) on OVERTIME PAGE
*Note: $24.10/Hr. Only for "ALL" premium hours paid when worked.

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:

	07/01/2022
0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	$ 19.83 / PHP $17.03
1001-2000	$ 22.85 / " 19.45
2001-3000	$ 25.88 / " 21.93

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

Draft

Operating Engineer - Tunnel

05/01/2023

JOB DESCRIPTION Operating Engineer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepie, then due east to Route 115 to Bedell Road, then east along Bedell 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 the borderline of the State of Connecticut.
Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES

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; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); 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 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on); 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 or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinius Widener; Shell Winder; Steam Cleaner; Tractor

Per hour:	07/01/2022
Master Mechanic	$ 52.60
CLASS A	50.19
CLASS B	48.97
CLASS C	46.18
CLASS D	43.17

Additional $5.00 per hour for Hazardous Waste Work 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. Fringe benefits will be paid at the hourly wage premium.

CRANES:
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 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 and below, including boom trucks, to be paid $2.00 per hour over Class A rate.

Crane 1	$ 54.19
Crane 2	53.19
Crane 3	52.19

SUPPLEMENTAL BENEFITS
Per hour:

$ 23.70
+ 9.35*

* This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY
See (B, B2, E, Q, X) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
If a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES
WAGES:(1000) hours terms at the following percentage of Journeyman's Class B wage.

1st term	60%
2nd term	65%
3rd term	70%
4th term	75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

7-158-832TL.

Painter — 05/01/2023

JOB DESCRIPTION Painter **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Essex, Franklin, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES
Per hour

	07/01/2022	05/01/2023
Painter\Wallcovers	$ 30.79**	$ 31.49***
Drywall Finishers	30.79**	31.19***
Spray Rate	30.79**	31.19***
Structrual Steel*	31.79**	32.19***
Lead Abatement	31.79**	32.19***
Lead Abatement on Structural Steel	32.79**	33.19***

(*)Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate.
(**) Plus Additional $1.00 per hour not subject to Overtime/Premiums
(***) Plus Additional $1.25 per hour not subject to Overtime/Premiums

Bridge Painter
See Bridge Painter rates for the following work:
All Bridges and Tanks

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

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

SUPPLEMENTAL BENEFITS
Per hour

Journeyperson	$ 18.95	$ 19.85

OVERTIME PAY
See (B, E2, H) on OVERTIME PAGE

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THE FOLLOWING ADDITIONAL HOURLY RATE WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT(S) OR SINGULAR IRREGULAR SHIFT WHEN THE SHIFT STARTS BETWEEN THE HOURS LISTED BELOW:

2:30 PM to 6:00 AM PLUS $1.00 TO APPLICABLE RATE*

*Additional $1.00 is Not Subject to Overtime

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If the holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES
Wages per hour

1000 hour terms at the following percentage of Journeyperson's base wage

1st	2nd	3rd	4th	5th	6th
45%	50%	60%	70%	80%	90%

Supplemental Benefits per hour

All Terms	$ 18.95	$ 19.85

1-201-P

Painter - Bridge & Structural Steel — 05/01/2023

JOB DESCRIPTION Painter - Bridge & Structural Steel **DISTRICT** 8

ENTIRE COUNTIES
Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
Per Hour:
STEEL:

Bridge Painting:	07/01/2022	10/01/2022
	$ 53.00	$ 54.50
	+ 9.63*	+ 10.10*

ADDITIONAL $6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SHIFT WORK:

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS
Per Hour:
Journeyworker:

	$ 10.90	$ 11.78
	+ 30.60*	+ 30.75*

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

OVERTIME PAY

Draft

See (B, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage - Per hour:
Apprentices: (1) year terms

1st year	$ 21.20	$ 21.80
	+ 3.86	+ 4.04
2nd year	$ 31.80	$ 32.70
	+ 5.78	+ 6.06
3rd year	$ 42.40	$ 43.60
	+ 7.70	+ 8.08

Supplemental Benefits - Per hour:

1st year	$ .25	$ .25
	+ 12.24	+ 12.34
2nd year	$ 10.90	$ 10.90
	+ 18.36	+ 18.51
3rd year	$ 10.90	$ 10.90
	+ 24.48	+ 24.68

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

Painter - Line Striping — 05/01/2023

JOB DESCRIPTION Painter - Line Striping **DISTRICT** 8

ENTIRE COUNTIES
Albany, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Nassau, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
Per hour:

	07/01/2022
Painter (Striping-Highway):	
Striping-Machine Operator*	$ 31.53
Linerman Thermoplastic	38.34

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

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

SUPPLEMENTAL BENEFITS
Per hour paid:
Journeyworker:
Striping Machine Operator: $ 10.03
Linerman Thermoplastic: 10.03

OVERTIME PAY
See (B, B2, E2, F, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 20) on HOLIDAY PAGE
Overtime: See (5, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES
One (1) year terms at the following wage rates:

Draft

1st Term:	$ 15.00
2nd Term:	18.92
3rd Term:	25.22

Supplemental Benefits per hour:

1st term:	$ 9.16
2nd Term:	10.03
3rd Term:	10.03

8-1456-LS

Painter - Metal Polisher — 05/01/2023

JOB DESCRIPTION Painter - Metal Polisher **DISTRICT** 8

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2022
Metal Polisher	$ 37.78
Metal Polisher*	38.80
Metal Polisher**	41.78

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2022
Journeyworker:	
All classification	$ 11.24

OVERTIME PAY
See (B, E, P, T) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
One (1) year term at the following wage rates:

	07/01/2022
1st year	$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	$ 18.50
2nd year**	19.50
3rd year**	20.50

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:
Per hour:

1st year	$ 7.99
2nd year	7.99
3rd year	7.99

8-8A/28A-MP

Draft

Plumber — 05/01/2023

JOB DESCRIPTION Plumber **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie

PARTIAL COUNTIES
Hamilton: Only the Towns of Arietta, Benson, Hope, Inlet, Lake Pleasant, Morehouse and Wells.
Saratoga: Only the Towns of Charlton, Clifton Park, Galway,Halfmoon, Milton, Stillwater and Waterford and the city of Mechanicville.

WAGES
Per hour:

	07/01/2022	05/01/2023 Additional
Plumber:		
Pipefitter, Steamfitter	$ 48.30	$ 2.80

SUPPLEMENTAL BENEFITS
Per hour

Journeyman	$ 27.74

OVERTIME PAY
See (B1, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Whenever a Holiday falls on Saturday, the preceding day, Friday, shall be observed as the Holiday. If a Holiday falls on a Sunday, the following day, Monday shall be observed as the Holiday.

REGISTERED APPRENTICES
Wages per hour
One year terms at the following percentage of Journeyperson's wage.

1st	2nd	3rd	4th	5th
$ 22.01	$ 26.79	$ 31.57	$ 36.35	$ 43.52

Supplemental Benefits per hour:

Apprentices Indentured on or before April 30, 2019	
All Terms	$ 27.74
Apprentices Indentured on or after May 1st, 2019	
Terms 1-4	22.54
Terms 5	27.74

1-7-SF

Draft

Roofer — 05/01/2023

JOB DESCRIPTION Roofer **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES
Per hour

	07/01/2022	07/01/2023 Additional
Roofer/Waterproofer	$ 33.55	$ 2.50
Asphalt Cold Process	34.05	
Fluid Applied Roof	34.05	
Pitch & Asbestos	35.55	

Shift Work:
On government mandated shift work starting after 12:00pm and before 4:00am workers shall be paid $4.00 additional per hour

SUPPLEMENTAL BENEFITS
Per hour

Journeyman	$ 22.02

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 any Holiday falls on Saturday, the Friday before such Holiday shall be recognized as the legal Holiday. When a Holiday falls on Sunday, it shall be observed the following Monday.

REGISTERED APPRENTICES
Wages per hour

Apprentice terms at the following per cent of the Roofer/Waterproofer rate. For Pitch & Asbestos work, an additional $2.00 must be paid in wages. For Asphalt Cold Process work and Fluid Applied Roof coating, an additional $0.50 must be paid in the wages.

1st Term 1500 hrs.	58% + $3.00
2nd Term 1 yr. and 1500 hrs. as 1st term.	74% + $3.00
3rd Term 1 yr. and 1500 hrs. as 2nd term.	90%

3rd Term complete at 1 yr and 1050 hrs. as 3rd term

Supplemental Benefits per hour worked

1st Term	$ 17.44
2nd Term	17.87
3rd Term	21.35

1-241

Sheetmetal Worker — 05/01/2023

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES
Per hour

	07/01/2022	06/01/2023 Additional
Sheetmetal Worker	$ 36.50	$ 2.45

All work requiring HAZWOPER Training additional $1.00 per hour

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour

Journeyman	$ 35.73

OVERTIME PAY
See (B,E,E5,Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
When any holiday falls on 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 per hour

6 Month Terms at the following rate:

Draft

1st term	$ 20.27
2nd term	21.97
3rd term	22.83
4th term	23.68
5th term	22.40
6th term	23.51
7th term	25.37
8th term	27.22
9th term	29.08
10th term	30.93

Supplemental Benefits per hour

1st term	$ 22.06
2nd term	22.67
3rd term	22.98
4th term	23.42
5th term	30.01
6th term	30.46
7th term	31.21
8th term	31.97
9th term	32.72
10th term	33.47

1-83

Sprinkler Fitter — 05/01/2023

JOB DESCRIPTION Sprinkler Fitter **DISTRICT** 1

ENTIRE COUNTIES
Albany, Rensselaer, Saratoga, Schenectady, Warren

WAGES
Per hour 07/01/2022

Sprinkler Fitter	$ 40.81

SUPPLEMENTAL BENEFITS
Per hour

Journeyperson	$ 25.91

OVERTIME PAY
See (B, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES
Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 18.70	$ 20.78	$ 22.61	$ 24.69	$ 26.76	$ 28.84	$ 30.92	$ 33.00	$35.08	$ 37.15

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 8.37	$ 8.37	$ 19.76	$ 19.76	$ 20.01	$ 20.01	$ 20.01	$ 20.01	$ 20.01	$ 20.01

1-669-3

Teamster - Building — 05/01/2023

JOB DESCRIPTION Teamster - Building **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

Draft

PARTIAL COUNTIES
Warren: Only the Townships of Bolton, Warrensburg, Thurman,Stony Creek, Lake George, Lake Luzerne and Queensbury.

WAGES
GROUP # A:
Straight trucks, winch, transit mix on the site, road oilers,
dump trucks, pick-ups, panel, water trucks, fuel trucks on the site
(including nozzle).

GROUP # B:
Low boy or Low boy trailer, Euclids or similar equipment.

WAGES per hour	07/01/2022
Group A	$ 29.02
Group B	29.32

SUPPLEMENTAL BENEFITS

Per hour	07/01/2022
Journeyperson	$ 27.54

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: Any holiday which occurs on Sunday shall be observed the following Monday.

1-294

Teamster - Heavy&Highway — 05/01/2023

JOB DESCRIPTION Teamster - Heavy&Highway **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES
Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.
Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.
Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida
Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unadilla and Worchester.
Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Luzerne, Caldwell (Lake George), and Queensbury.

WAGES
GROUP #1:
Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axel Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers.

GROUP #2:
Tandems and Batch Trucks, Mechanics, Dispatcher.

GROUP #3:
Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP #4:
Specialized Earth Moving Equipment, Euclid type, or similar off-highway,where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck.

GROUP #5:
Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

WAGES per hour	07/01/2022	07/01/2023
Group #1	$ 34.90	$ 37.59
Group #2	34.96	37.65
Group #3	35.05	37.74
Group #4	35.18	37.87
Group #5	35.34	38.03

Draft

Hazardous waste projects that require a Level C or greater protection shall be paid an additional $ 1.00 per hour.
All employees who work a single irregular work shift starting between 5pm and 1 am on governmental mandated night shifts shall be paid an additional $1.50 per hour.
For work bid on or after April 1, 1995, there shall be a 12 month carryover of the last posted rate in effect at the time of the bid.

** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday.

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

SUPPLEMENTAL BENEFITS
Per hour:

$ 27.32	$ 28.13
+$1.00 per*	+$1.00 per*
hour worked	hour worked

(*) not applicable to paid holidays

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

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

1-294h/h

Welder **05/01/2023**

JOB DESCRIPTION Welder **DISTRICT** 1

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES
Per hour 07/01/2022

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

Draft

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

Draft

(S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.

(T) Triple the hourly rate for Holidays

(U) Four times the hourly rate for Holidays

(V) Including benefits at SAME PREMIUM as shown for overtime

(W) Time and one half for benefits on all overtime hours.

(X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Draft

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day
(28)	Easter Sunday

Draft

(29) Juneteenth

Draft

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By: (Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ( ) Fax: ( )
E-Mail:

2. NY State Units (see Item 5)

- ☐ 01 DOT
- ☐ 02 OGS
- ☐ 03 Dormitory Authority
- ☐ 04 State University Construction Fund
- ☐ 05 Mental Hygiene Facilities Corp.
- ☐ 06 OTHER N.Y. STATE UNIT
- ☐ 07 City
- ☐ 08 Local School District
- ☐ 09 Special Local District, i.e., Fire, Sewer, Water District
- ☐ 10 Village
- ☐ 11 Town
- ☐ 12 County
- ☐ 13 Other Non-N.Y. State (Describe)

3. SEND REPLY TO ☐ check if new or change)
Name and complete address:

Telephone:( ) Fax: ( )
E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

- ☐ New Schedule of Wages and Supplements.
  APPROXIMATE BID DATE :
- ☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:
Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature

Draft

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS

Draft

NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

Draft

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: https://applications.labor.ny.gov/EDList/searchPage.do

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

Draft

NYSDOL Bureau of Public Work Debarment List 05/10/2023

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC	*****2591	AVI 212 INC.		260 CROPSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025

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DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCSO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINSVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL	*****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	*****1143	CARMODY BUILDING CORP	CARMODY CONTRACTIN G AND CARMODY CONTRACTIN G CORP	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002

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DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026

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DOL	DOL	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN LUCIANO			05/14/2018	05/14/2023
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023

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DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DA	*****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	DOL	*****3684	NATIONAL LAWN SPRINKLERS, INC.		645 N BROADWAY WHITE PLAINS NY 10603	05/14/2018	05/14/2023
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026

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DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL	*****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	*****9148	RICHARD TIMIAN	RICH T CONSTRUCTION	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	*****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL	*****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024

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DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	*****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025

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NYSDOL Bureau of Public Work Debarment List 05/10/2023

Article 8

DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		VIKTAR PATONICH		2630 CROPSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023

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SECTION 00 01 60

ADDITIONAL INSTRUCTIONS

00 01 60.01 BORINGS AND SUBSURFACE DATA

No soil borings were taken at the site of the project.

00 01 60.02 PRECONSTRUCTION CONFERENCE

A. A preconstruction conference will be held after award of the Contract, but prior to commencement of construction, at the office of the Engineer, and the Contractor shall have an authorized representative of his firm present at this meeting.

00 01 60.03 POWER OF ATTORNEY

A. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

00 01 60.04 LAWS AND REGULATIONS

A. The Bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

00 01 60.05 NON-COLLUSIVE BIDDING CERTIFICATION

A. A Non-Collusive Bidding Certification form as bound in these Documents must be executed and accompany the Bid.

00 01 60.06 IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

A. The Bidder hereby represents that said Bidder is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment".

B. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each Bidder is not on the list created pursuant to NYS Finance Law Section 165-a(3)(b).

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00 01 60.06 IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION - Continued

C. The Bidder shall submit a signed, notarized and dated Iranian Energy Sector Divestment Certification with its Bid.

D. Said certification is mandated by Section 103-g of the General Municipal Law. Reference the Iranian Energy Sector Divestment Certification form included in Section 00 03 73 of this Bid Document.

00 01 60.07 PREVENTION OF SEXUAL HARASSMENT COMPLIANCE

A. The Bidder hereby represents that said Bidder is in compliance with New York State General Municipal Law Section 201-g entitled "Prevention of Sexual Harassment".

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

C. The Bidder shall submit a signed, notarized, and dated Bidder's Statement on Sexual Harassment Certification provided in Section 00 03 76, "Bidder's Statement on Sexual Harassment".

00 01 60.08 CHANGES AND AMPLIFICATIONS TO GENERAL CONDITIONS

00 07 52.03 CONTRACTOR'S INSURANCE

Insurance shall provide that the policies shall not be changed or canceled until thirty (30) days after written notice has been given to the Owner.

In reference to Article 00 07 52.03.C, the Owner's Protective Liability Insurance shall name the Owner and the Engineer, as additional insureds.

In reference to this Article insurance certificate for statutory amounts as prescribed by New York State Workers' Compensation Law §57 which reflects the Owner as the certificate holder shall be provided by Contractor and each Subcontractor.

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00 01 60.08 CHANGES AND AMPLIFICATIONS TO GENERAL CONDITIONS - Continued

Note: ACORD forms are NOT acceptable proof of New York State Workers' Compensation or disability benefits insurance coverage. The only acceptable forms are:

Form #	Form Title	Issuing Agency
C-105.2 (9-07)	Certificate of NYS Workers' Compensation Insurance Coverage	New York State Workers' Compensation Board
U-26.3	Certificate of Workers' Compensation Insurance	New York State Insurance Fund www.nysif.com
SI-12 (10-03)	Certificate of Workers' Compensation Self-Insurance	State of New York Workers' Compensation Board
GSI-105.2 (2.02)	Certificate of Participation in Workers' Compensation Group Self-Insurance	State of New York Workers' Compensation Board

Insurance certificate for statutory amounts as prescribed by New York State Workers' Compensation Law §220(8) which reflects the Owner as the certificate holder shall be provided by Contractor and each Subcontractor.

Note: ACORD forms are NOT acceptable proof of New York State workers' compensation or disability benefits insurance coverage. The only acceptable forms are:

Form #	Form Title	Issuing Agency
DB-120.1 (5/06)	Certificate of Disability Benefits Insurance	New York State Workers' Compensation Board
DB-155 (1/98)	Certificate of Disability Benefits Self-Insurance	New York State Workers' Compensation Board

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00 01 60.08 CHANGES AND AMPLIFICATIONS TO GENERAL CONDITIONS – Continued.

00 07 53.01 REPRESENTATIONS OF CONTRACTOR

In Paragraph B ADD "Further, he has notified Engineer in writing of any discrepancies, errors or omissions in the Contract Documents or Specifications."

00 07 54.03 CONTRACTOR'S FIELD OFFICE

A Contractor's Field Office is not required.

00 07 55.01 LAWS, REGULATIONS AND PERMITS

In amendment to this Article, the Contractor shall be responsible for payment of all fines associated with construction of the project that may be levied for non-compliance with the laws, regulations, permits and plans.

00 07 55.04 TAXES

Purchases by Franklin County is not subject to any Federal, State or County sales tax. Exemption certificates will be executed upon request.

00 07 56.04 APPROVED WORK SCHEDULES

The Contractor shall submit a Gantt chart (bar graph) type work schedule to the Engineer within two weeks after award of the Contract. The work schedule shall be updated monthly, and the Contractor shall furnish updated copies to the Engineer.

00 07 61.02 INTERPRETATION OF PLANS AND SPECIFICATIONS

In amendment to this Article, Bidders are advised of their responsibility to immediately notify the Engineer, as the Owner's representative, of any errors, emissions, discrepancies or inconsistencies which the Bidder may determine through review of the Plans and Specifications during the bidding period. Final interpretation of such items shall be by the Engineer and shall be rectified, if required, by addendum, in accordance with Article 00 01 00.08. Bidders are also advised that the successful Bidder, as Contractor, shall in no way take advantage of, nor shall be entitled to additional compensation for any prior knowledge of such errors, omissions, discrepancies or inconsistencies which were not disclosed to the Engineer during the bidding period.

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00 01 60.09 CHANGES AND AMPLIFICATIONS TO GENERAL REQUIREMENTS

00 10 15 CONTRACTOR'S USE OF PREMISES

Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the work is indicated.

a. Limits: Confine constructions operations to work areas noted on drawings.
b. Owner Occupancy: Owner will occupy site and existing building during construction.
c. Work Period: All demolition and new work must be completed during daylight hours (sunrise to sunset), weather permitting.
d. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Fire Department Personnel, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
e. Deliveries: Schedule deliveries to minimize use of driveways and entrances. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
f. Existing Facilities: Protect all existing portions of the facility from damage. Repair all damage caused by construction operations to the satisfaction of the Owner.
g. General Contractor is responsible for removal of all snow and ice from their construction area as needed to allow construction work to progress during the winter months.

00 10 51 LAYOUT OF WORK

DELETE entire Section, and SUBSTITUTE THEREFOR the following:

"The Contractors shall field verify and use the existing building columns and floor and platform elevations for establishing all offsets, elevations and control points to layout their work. The cost for this work is to be included in the price given in the Bid on which the Agreement is based, and no separate payment will be made therefor."

00 13 40.01 SUBMITTALS

"Faxed" submittals will not be accepted for shop drawing review. Drawings and other data may be faxed for informational purposes only.

00 13 40.06 DRAWINGS TO BE CHECKED BY THE CONTRACTOR

The Contractor is responsible to verify all dimensions, quantities and representations in the Contract Documents. Should the Contractor identify any discrepancies, the Owner and Engineer shall be notified immediately.

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00 01 60.09 CHANGES AND AMPLIFICATIONS TO GENERAL REQUIREMENTS - Continued

00 15 10.02 WATER

The Contractor shall be permitted to use Owner's existing on-site water sources. Contractor shall coordinate use with the Owner at all times. The Contractor shall maintain the condition and cleanliness of the facilities at level equal to, or better than, their existing condition at all times.

00 15 10.04 TEMPORARY ELECTRIC LIGHT AND POWER

The Contractor shall be permitted to use Owner's existing on-site electrical power sources. Contractor shall coordinate use with the Owner at all times.

00 15 80 PROJECT SIGN

A project sign is not required for this project.

00 15 90 ENGINEER'S FIELD OFFICE TRAILER

An Engineer's Field Office Trailer is not required.

00 01 60.10 OWNER OCCUPANCY REQUIREMENTS

A. Owner will occupy site 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 operations. All work areas shall be kept in a neat and orderly manner. All exit ways shall be maintained at all times. Contractor shall coordinate with Owner's schedule to maintain use of facilities during construction.

00 01 60.11 COLLATERAL WORK

A. The work to be performed under this Contract shall be conducted in and around the Fulton County Sanitary Landfill Facility. Each successful Bidder, as Contractor, shall not interfere with the operations of the Owner or the work of other contractors, but shall coordinate his work with the Owner and the collateral work occurring. Any interruption of utilities shall be coordinated with the Owner and 14 days written notice provided to the Owner prior to the scheduled interruption of the utility. Contractors shall protect the work of the other contracts during all construction activities, and shall be fully responsible for any damages to the equipment and/or work items of the other contracts. Any damage to equipment or other work items shall be immediately repaired by the responsible contractor at his expense and at no expense to the Owner. Coordination of all work by all contractors is essential and shall remain a specific requirement of this Contract throughout the duration of the project. (See also Article 00 01 00.04.)

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00 01 60.11 COLLATERAL WORK - Continued

B. It is very important that the Contractor be aware at all times of continuous use of the property in and around the work area covered by this Contract by employees and the general public. All work, especially erection of equipment, hoisting of materials overhead, etc., must be performed in such a manner that ensures the safety of all individuals on the premises.

00 01 60.12 INTERRUPTIONS TO BUILDING ELECTRICAL SERVICE

A. All interruptions to the building electrical service, if required, shall be scheduled and coordinated with the Owner.

00 01 60.13 CONTRACTOR'S HOURS OF OPERATION

A. The Senior Center is open Monday through Friday, 6:00 A.M. to 3:30 P.M. Unless otherwise approved, construction hours shall be limited to daylight hours.

00 01 60.14 PROJECT SCHEDULE AND WORK SEQUENCE

A. The Contractor is encouraged to complete the project in as short a period of time as is practicable. Failure to meet the specified time frame shall require payment of delay charges as specified herein. The Contractor shall limit work to the areas affected by this Contract and shall coordinate his work with the contiguous works of each other Contractor and the Owner. Contractors shall submit a detailed bar type project schedule in accordance with Article 00 07 56.04. See Article 00 01 00.03 for completion date. The following dates are project milestones:

June 29, 2023: NTP - Notice to Proceed (approximate)

120 days after NTP: Project Addition/Renovations Completed (October 27, 2023)

B. The completion of renovations on October 27, 2023 is a critical date to the project. For each calendar day or fraction thereof after October 27, 2023, that the project is not completed and the project site are cleared of all construction materials, the Contractor shall pay the Owner agreed-upon damages as follows:

Original Contract Amount		Agreed-Upon Damages
From More Than	To and Including	Per Calendar Day
$ 0	$ 25,000	$ 50
$ 25,000	$ 50,000	$100
$ 50,000	$ 100,000	$200
$100,000	$ 500,000	$300
$500,000	$2,000,000	$500

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00 01 60.15 AS-BUILT DRAWINGS

A. The Contractor shall submit three (3) sets of as-built drawings to the Engineer indicating all necessary locations and elevations and indicating all changes made during the course of construction. Ten (10) percent of the value of relative items will be withheld from monies due the Contractor and Substantial Completion will not be granted until As-Built Drawings have been reviewed and accepted by the Engineer.

00 01 60.16 ADDITIVE BID ITEMS

A. Additive Bid No. 1: Add/Deduct Unit price cost for the repair of the existing brick mortar greater than or less than the area included in the Base Bid (per square foot of brick mortar repairs).

1. Provide all labor, materials, supplies and equipment, and other facilities and items necessary or proper for or incidental to be able to repair patch the existing brick mortar to allow for an acceptable base for the installation of new EPDM roofing.

00 01 60.17 ASBESTOS REPORT

A. An Asbestos Survey Report was conducted for the building. The report found asbestos containing materials in the existing floor tile and mastic of the existing facility. The report is attached following this Section.

END OF SECTION

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Barton & Loguidice

April 19, 2023

Ms. Mollie Collins
Town Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

Re: Limited Hazardous Materials Assessment Services
Rotterdam Senior Center Roof Replacement Project
Town of Rotterdam
File: 904.054.001

Dear Ms. Collins:

This letter and attachments represent Barton & Loguidice, D.P.C.'s (B&L's) report for the above-referenced project.

Introduction

B&L was retained by the Town of Rotterdam to conduct a limited hazardous materials assessment for the Senior Center Improvements Project, located at 2639 Hamburg Street, Rotterdam, New York. The focus of the investigation was to identify and sample suspect asbestos-containing materials, lead-based paint and polychlorinated biphenyls (PCBs) caulking potentially impacted by the proposed roof renovation project. Prior to any demolition or renovation activities, all asbestos containing materials (ACMs) must be removed by a NYS licensed asbestos abatement contractor.

The survey was conducted by Sebastian Reeves representing B&L on April 4, 2023. Mr. Reeves is a New York State Department of Labor (DOL) certified asbestos inspector and an EPA certified lead risk assessor. A copy of his inspector certifications and B&L's company license are provided in Appendix A.

Discussion and Results

Asbestos Sampling

Representative sampling was conducted throughout the accessible areas of the roof potentially impacted by the envelope renovation. Friable samples were collected in triplicate and submitted for analysis by polarized light microscopy (PLM) with dispersion staining. Friable samples were analyzed utilizing serial analysis. Non-friable organically bound (NOB) materials were analyzed in accordance with New York State Department of Health requirements. NOBs are first subjected to an ashing and acid washing procedure to properly break down the material. The sample is then analyzed by PLM for asbestos content. If asbestos is found, the analysis is complete. However, a negative result must be confirmed by using transmission electron microscopy (TEM). All samples were analyzed by AmeriSci of New York, Inc. located in New York, New York.

Draft

10 Airline Drive, Suite 200, Albany, NY 12205 ▪ Office: 518-218-1801 ▪ Fax: 518-218-1805 ▪ BartonandLoguidice.com

The experience to listen
The power to solve

The survey included the collection of eight NOB duplicate sample sets. Laboratory reports, sample chain-of-custody forms, and laboratory certifications are included in Appendix B. Material sample results are summarized in the table below:

Rotterdam Senior Center Roof – Asbestos Sample Results

Sample Number	Material Description	Estimated Quantity	Condition/ Friability	Lab Results (% Asbestos)	Material Location
RS-1-1,2	Roof Shingles, gray	NA	Poor/Non-Friable	NAD	Pitched shingle roof
RCEMENT-2-1	Roof cement, black	NA	Poor/Non-Friable	NAD	Rooftop units on pitched shingle roof
PAINT-3-1	**Silver roof paint**	**1,100 SF**	**Poor/Non-Friable**	**1.7 Chrysotile**	**Roof parapet wall**
SEAM-4-1	Seam sealant, black	NA	Poor/Non-Friable	NAD	Rubber roof seam
VB-5-1	Felt vapor barrier, black	NA	Poor/Non-Friable	NAD	Roof parapet
CAP-6-1	**Felt on parapet cap, gray**	**550 SF**	**Poor/Non-Friable**	**16.3 Chrysotile**	**Roof parapet cap**
CAP CEMENT-7-1	**Tar roof cement on parapet cap, black**	**180 SF**	**Poor/Non-Friable**	**9.5 Chrysotile**	**Parapet cap joint**
PCAULK-8-1	Caulk at roof / parapet joint, gray	NA	Poor/Non-Friable	NAD	Roof Parapet

NAD: No Asbestos Detected
N/A: Not Applicable

Draft

Of the materials sampled for asbestos, three were found to be asbestos-containing. Samples collected of the **silver roof paint** applied to roof parapet wall were found to contain asbestos. Additionally, samples collected of the tar parapet **cap cement** and the felt paper adhered to the parapet **cap** were also found to contain asbestos. The sample locations are illustrated on the attached figure.

In accordance with NYSDOL Industrial Code Rule 56, all material determined to be asbestos-containing must be removed by a licensed asbestos abatement contractor prior to demolition activities affecting them. This regulation also requires that a copy of this report be provided on site for all contractors to review during the work. A copy must also be sent to the local NYSDOL asbestos control bureau office, the government entity charged with issuing demolition permits or, if no such permit is required, to the town or city clerk where the building is located. Should unidentified materials be discovered during the demolition work, the owner and contractor will be liable to follow the procedures identified in ICR56.

Lead-Based-Paint Sampling

The lead-based paint characterization included the collection of one paint chip sample and was intended to screen the major painted surfaces of the roof area. The lead-based paint laboratory report is included in Appendix B and the paint sample results are summarized in the table below:

Rotterdam Senior Center Roof – Lead-Based Paint Sample Results

Sample Number	Painted Component	Component Substrate	Color	Paint Condition	Location	Result (% Lead)
PAINT-3-3	Rooftop Units	Parapet	Silver	Poor	Exterior	< 0.0033

In the table above, the sample collected has been listed along with the location, component, substrate, color, condition, and laboratory result. The sample location is illustrated on the attached figure. The sample collected is not considered lead-based paint by the U.S. Environmental Protection Agency (EPA – HUD) definition (greater than 0.5 % by weight). The Occupational Safety & Health Administration (OSHA) considers paint with any concentration of lead to fall under the OSHA Construction Standard for lead. Contractors disturbing lead-based or lead-containing paint must comply with this Standard cited in 29 CFR 1926.62.

PCB Sampling

Polychlorinated Biphenyls (PCBs) were occasionally used as an additive in caulking from approximately 1960 to 1979. In order to identify potential PCB containing caulk, bulk sampling and analysis of materials likely impacted by the project was performed. Laboratory analysis was performed by Life Science Laboratories, Inc. of East Syracuse, New York. Results are presented below. Laboratory reports and sample chain-of-custody are provided in Appendix B.

Rotterdam Senior Center Roof – PCB Caulk Results

Sample I.D.	Material	PCB Results (ppm)
SEAM-4-3	Seam sealant, black	< 10
PCAULK-8-3	Caulk at roof / parapet joint, gray	< 5

1mg/kg=1ppm

If PCBs are found in caulking at concentrations greater than 50 ppm at the time of disposal, then this material would be considered a PCB Bulk Product Waste and therefore regulated under TSCA. The results from the samples collected indicate the sampled caulk materials are not considered PCB regulated waste. The sample locations are illustrated on the attached figure.

If you have any questions, please call me at (518) 218-1801. It was a pleasure working with you on this project and I hope we can be of service in the future.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Sebastian L. Reeves
Senior Project Industrial Hygienist

John E. Rigge
Vice President

SLR/JER/

Attachments

Draft

Figure

Draft

TOWN OF ROTTERDAM

ROTTERDAM SENIOR CENTER ROOF REPLACEMENT PROJECT
2639 HAMBURG STREET, ROTTERDAM, NEW YORK 12303

EXISTING ROOF PLAN
ASBESTOS CONTAINING MATERIALS

TOWN OF ROTTERDAM — SCHENECTADY COUNTY, NEW YORK

Barton & Loguidice, D.P.C.	
443 Electronics Parkway Liverpool, NY 13088	
Date	APRIL 2023
Scale	1/16" = 1'-0"
Figure Number	1
Project Number	904.054.001

Plotted: Apr 18, 2023 – 3:00PM SYR By: MGG
Z:\BL–Vault\1 – Project Files\1 – Sorted by Project Number [2] Class [2] Folder\900\904.054.001\CAD\904054 Fig1 Asbestos Containing Materials Survey.dwg

Appendix A

NYSDOL Inspector Certification & Company License

Draft

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

DIVISION OF SAFETY & HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BLDG. 12, ALBANY, NY 12226

ASBESTOS HANDLING LICENSE

Barton & Loguidice, D.P.C.
443 Electronics Parkway, Liverpool, NY, 13088

License Number: 29267
License Class: RESTRICTED
Date of Issue: 02/03/2023
Expiration Date: 02/29/2024
Duly Authorized Representative: Scott D Nostrand

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Amy Phillips, Director
For the Commissioner of Labor

DRAFT

SH 432 (12/21)

United States Environmental Protection Agency

This is to certify that

Barton & Loguidice, DPC

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires May 03, 2024

LBP-1743-2

Certification #

November 19, 2020

Issued On

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S



SEBASTIAN L REEVES
CLASS(EXPIRES)
D INSP(04/23) I PD (04/23)

CERT# 13-21983
DMV# 538220837

MUST BE CARRIED ON ASBESTOS PROJECTS

United States Environmental Protection Agency

This is to certify that



Sebastian L Reeves

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Risk Assessor

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires November 14, 2023

LBP-R-I179062-2

Certification #

September 16, 2020

Issued On

Ben Conetta, Chief

Chemicals and Multimedia Programs Branch

NEW YORK STATE OF OPPORTUNITY. Department of Health

KATHY HOCHUL
Governor

MARY T. BASSETT, M.D., M.P.H.
Commissioner

KRISTIN M. PROUD
Acting Executive Deputy Commissioner

LAB ID: 11480

April 01, 2022

MR. PAUL J. MUCHA
AMERICA SCIENCE TEAM NEW YORK, INC
117 EAST 30TH ST
NEW YORK, NY 10016

Certificate Expiration Date:
April 01, 2023

Dear Mr. Mucha,

Enclosed are certificate(s) of approval issued to your environmental laboratory for the current permit year. The certificate(s) supersede(s) any previously issued one(s) and is(are) in effect through the expiration date listed. Please carefully examine the certificate(s) to insure that the categories, subcategories, analytes, and methods for which your laboratory is approved are correct. In addition, verify that your laboratory's name, address, lead technical director, and identification number are accurate.

Pursuant to NYCRR Subpart 55-2.2, original certificates must be posted conspicuously in the laboratory and copies shall be made available to any client of the laboratory upon request.

Pursuant to NYCRR Subpart 55-2.6, any misrepresentation of the fields of accreditation (category - method - analyte) for which your laboratory is approved may result in denial, suspension, or revocation of your certification. Any use of the Environmental Laboratory Approval Program (ELAP) or National Environmental Laboratory Accreditation Program (NELAP) name, reference to the laboratory's approval status, and/or using the NELAP logo in any catalogs, advertising, business solicitations, proposals, quotations, laboratory analytical reports, or other materials must include the laboratory's ELAP identification number and distinguish between testing for which the laboratory is approved and testing for which the laboratory is not approved.

If you have any questions, please contact us at the Environmental Laboratory Approval Program, Wadsworth Center, New York State Department of Health, Empire State Plaza, Albany NY, 12237; by phone at (518) 485-5570; by facsimile at (518) 485-5568; and by email at elap@health.ny.gov.

Sincerely,

Victoria Pretti

Victoria Pretti
Director and QA Officer
Environmental Laboratory Approval Program

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2023
Issued April 01, 2022

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. PAUL J. MUCHA
AMERICA SCIENCE TEAM NEW YORK, INC
117 EAST 30TH ST
NEW YORK, NY 10016

NY Lab Id No: 11480

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual
	EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual

Serial No.: 64683

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.

Appendix B

Laboratory Reports, Laboratory Certifications, & Sample Chain-of-Custody Forms

Draft

AmeriSci New York
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Barton & Loguidice, D.P.C.
Attn: John E. Rigge
443 Electronics Parkway

Liverpool, NY 13088

Date Received 04/05/23 **AmeriSci Job #** 223041326
Date Examined 04/06/23 **P.O. #**
ELAP # 11480 **Page** 1 **of** 4
RE: 904.054.001; Rotterdam Senior Center; Asbestos Investigation, Building: Senior Center Pitched Roof

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
RS-1-1 1 **Location:** Bulk Material	223041326-01	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 04/06/23
Analyst Description: Gray/Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 8.9%			
RS-1-2 1 **Location:** Bulk Material	223041326-02	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 04/06/23
Analyst Description: Gray/Black, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Fibrous glass 3%, Non-fibrous 22.8%			
RCEMENT-2-1 2 **Location:** Bulk Material	223041326-03	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 04/06/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 11.2%			
RCEMENT-2-2 2 **Location:** Bulk Material	223041326-04	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 04/06/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 8.9%			
PAINT-3-1 3 **Location:** Bulk Material	223041326-05	***Yes***	1.7% [1] (ELAP 400 PC) by Valeriu Voicu on 04/06/23
Analyst Description: Silver/Gray, Heterogeneous, Fibrous, Bulk Material **Asbestos Types:** Chrysotile 1.7 % **Other Material:** Wollastonite 7%, Non-fibrous 40.4%			

See Reporting notes on last page

PLM Bulk Asbestos Report

904.054.001; Rotterdam Senior Center; Asbestos Investigation,
Building: Senior Center Pitched Roof

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PAINT-3-2 3 **Location:** Bulk Material	223041326-06		NA/PS
Analyst Description: Bulk Material **Asbestos Types:** **Other Material:**			
SEAM-4-1 4 **Location:** Bulk Material	223041326-07	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 04/06/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 13.1%			
SEAM-4-2 4 **Location:** Bulk Material	223041326-08	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 04/06/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 11.7%			
VB-5-1 5 **Location:** Bulk Material	223041326-09	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 04/06/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 2.3%			
VB-5-2 5 **Location:** Bulk Material	223041326-10	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 04/06/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 6.3%			
CAP-6-1 6 **Location:** Bulk Material	223041326-11	***Yes***	16.3% (by NYS ELAP 198.6) by Valeriu Voicu on 04/06/23
Analyst Description: Black/Gray, Heterogeneous, Fibrous, Bulk Material **Asbestos Types:** Chrysotile 16.3 % **Other Material:** Non-fibrous 12.2%			

See Reporting notes on last page

PLM Bulk Asbestos Report

904.054.001; Rotterdam Senior Center; Asbestos Investigation,
Building: Senior Center Pitched Roof

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
CAP-6-2 6 **Location:** Bulk Material	223041326-12		NA/PS
Analyst Description: Bulk Material **Asbestos Types:** **Other Material:**			
CAPCEMENT-7-1 7 **Location:** Bulk Material	223041326-13	***Yes***	9.5% (by NYS ELAP 198.6) by Valeriu Voicu on 04/06/23
Analyst Description: Black, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** Chrysotile 9.5 % **Other Material:** Non-fibrous 9.5%			
CAPCEMENT-7-2 7 **Location:** Bulk Material	223041326-14		NA/PS
Analyst Description: Bulk Material **Asbestos Types:** **Other Material:**			
PCAULK-8-1 8 **Location:** Bulk Material	223041326-15	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 04/06/23
Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 9.8%			
PCAULK-8-2 8 **Location:** Bulk Material	223041326-16	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 04/06/23
Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 9.7%			

See Reporting notes on last page

PLM Bulk Asbestos Report

904.054.001; Rotterdam Senior Center; Asbestos Investigation,
Building: Senior Center Pitched Roof

Draft

Reporting Notes:

(1) Sample prepared for analysis by ELAP 198.6 method

Analyzed by: Valeriu Voicu
Date: 4/6/2023

Reviewed by: Marik Peysakhov

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis using Olympus, Model BH-2 Pol Scope, Microscope, Serial #: 229915, by Appd E to Subpt E, 40 CFR 763 quantified by either CVES or 400 pt ct as noted for each analysis (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite, or ELAP 198.6 for NOB samples, or EPA 400 pt ct by EPA 600-M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054, NJ Lab ID #NY031.

_____END OF REPORT_____

Client Name: Barton & Loguidice, D.P.C.

Table I
Summary of Bulk Asbestos Analysis Results

904.054.001; Rotterdam Senior Center; Asbestos Investigation, Building: Senior Center Pitched Roof

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	RS-1-1	1	0.254	29.1	62.0	8.9	NAD	NAD
Location: Bulk Material								
02	RS-1-2	1	0.333	24.3	50.0	25.8	NAD	NAD
Location: Bulk Material								
03	RCEMENT-2-1	2	0.226	82.7	6.0	11.2	NAD	NAD
Location: Bulk Material								
04	RCEMENT-2-2	2	0.258	82.3	8.8	8.9	NAD	NAD
Location: Bulk Material								
05	PAINT-3-1	3	0.153	30.5	20.4	47.4	Chrysotile 1.7	NA
Location: Bulk Material								
06	PAINT-3-2	3	0.134	32.4	0.8	66.8	NA/PS	NA
Location: Bulk Material								
07	SEAM-4-1	4	0.094	54.2	32.7	13.1	NAD	NAD
Location: Bulk Material								
08	SEAM-4-2	4	0.101	54.6	33.8	11.7	NAD	NAD
Location: Bulk Material								
09	VB-5-1	5	0.222	96.9	0.8	2.3	NAD	NAD
Location: Bulk Material								
10	VB-5-2	5	0.230	85.8	7.9	6.3	NAD	NAD
Location: Bulk Material								
11	CAP-6-1	6	0.225	33.9	37.6	12.2	Chrysotile 16.3	NA
Location: Bulk Material								
12	CAP-6-2	6	0.276	35.0	22.0	43.0	NA/PS	NA
Location: Bulk Material								
13	CAPCEMENT-7-1	7	0.286	76.7	4.3	9.5	Chrysotile 9.5	NA
Location: Bulk Material								
14	CAPCEMENT-7-2	7	0.309	71.5	7.2	21.3	NA/PS	NA
Location: Bulk Material								
15	PCAULK-8-1	8	0.214	70.3	19.9	9.8	NAD	NAD
Location: Bulk Material								
16	PCAULK-8-2	8	0.175	70.7	19.6	9.7	NAD	NAD
Location: Bulk Material								

See Reporting notes on last page

Client Name: Barton & Loguidice, D.P.C.

Table I
Summary of Bulk Asbestos Analysis Results

904.054.001; Rotterdam Senior Center; Asbestos Investigation, Building: Senior Center Pitched Roof

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM

Draft

Analyzed by: Marik Peysakhov
Date: 4/7/2023

Reviewed by: Marik Peysakhov

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by Appd E to Subpt E, 40 CFR 763 or NYSDOH ELAP 198.1 for New York friable samples or NYSDOH ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (or NYSDOH ELAP 198.4; for New York samples). Analysis using Hitachi, Model H7000-Noran 7 System, Microscope, Serial #: 747-05-06. NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses): NVLAP (PLM) 200546-0, NYSDOH ELAP Lab 11480, NJ Lab ID #NY031.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

Barton & Loguidice

Asbestos Bulk Sample Chain-of-Custody

10 Airline Drive, Suite 200
Albany, New York 12205
Phone (518) 218-1801 Fax (518) 218-1805

Project: **Rotterdam Senior Center**
Asbestos Investigation
Building: Senior Center Pitched Roof

Project No.: **904.054.001**
Date Sampled: **4/4/2023**
Sampled by: **SLR**

Sample Identification	Date Sampled	Sample Medium	Analysis Required	Method Reference
RS-1-1	4/4/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
RS-1-2	4/4/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
RCEMENT-2-1	4/4/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
RCEMENT-2-2	4/4/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
PAINT-3-1	4/4/2023	**BULK**	% Asbestos	**PLM**
PAINT-3-2	4/4/2023	**BULK**	% Asbestos	**PLM**
SEAM-4-1	4/4/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
SEAM-4-2	4/4/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
VB-5-1	4/4/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
VB-5-2	4/4/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
CAP-6-1	4/4/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
CAP-6-2	4/4/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
CAP CEMENT-7-1	4/4/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
CAP CEMENT-7-2	4/4/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM

Comments: **Advance to TEM if PLM result is 1% asbestos or less.**
Stop at first positive in each sample set.

Report Results to:

E-mail:	**John Rigge**	**TAT: 72RS**	jrigge@bartonandloguidice.com
	Sebastian Reeves		sreeves@bartonandloguidice.com
Written:	John Rigge		10 calendar days
Invoice:	John Rigge		10 calendar days

Chain-of-Custody:	Signature	Date
Relinquished by:		4/4/23
Received by Lab.:	J. Meredith	4/5/23 11:00
Received by Analyst:		4/6/23 13:33

9AM 5/3/23 15:05

#223041326

Barton & Loguidice

Asbestos Bulk Sample Chain-of-Custody

10 Airline Drive, Suite 200
Albany, New York 12205
Phone (518) 218-1801 Fax (518) 218-1805

Project: **Rotterdam Senior Center**
Asbestos Investigation
Building: Senior Center Pitched Roof

Project No.: **904.054.001**
Date Sampled: **4/4/2023**
Sampled by: **SLR**

Sample Identification	Date Sampled	Sample Medium	Analysis Required	Method Reference
PCAULK-8-1	4/4/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
PCAULK-8-2	4/4/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
		BULK (NOB)	% Asbestos	PLM grav. / TEM
		BULK (NOB)	% Asbestos	PLM grav. / TEM
		BULK (NOB)	% Asbestos	PLM grav. / TEM
		BULK (NOB)	% Asbestos	PLM grav. / TEM
		BULK (NOB)	% Asbestos	PLM grav. / TEM
		BULK (NOB)	% Asbestos	PLM grav. / TEM
		BULK (NOB)	% Asbestos	PLM grav. / TEM
		BULK (NOB)	% Asbestos	PLM grav. / TEM
		BULK (NOB)	% Asbestos	PLM grav. / TEM
		BULK (NOB)	% Asbestos	PLM grav. / TEM
		BULK (NOB)	% Asbestos	PLM grav. / TEM
		BULK (NOB)	% Asbestos	PLM grav. / TEM

Comments: **Advance to TEM if PLM result is 1% asbestos or less.**
Stop at first positive in each sample set.

Report Results to:

E-mail: **John Rigge** **TAT: 72RS** jrigge@bartonandloguidice.com
Sebastian Reeves sreeves@bartonandloguidice.com
Written: John Rigge 10 calendar days
Invoice: John Rigge 10 calendar days

Chain-of-Custody:	Signature	Date
Relinquished by:		4/4/23
Received by Lab.:	J. Merrick	4/5/23 11:00
Received by Analyst:		4/6/23 13:30

5/17/23 15:05

#2230413 26

PHOENIX

Environmental Laboratories, Inc.
587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
Tel. (860) 645-1102 Fax (860) 645-0823

ACCREDITED IN ACCORDANCE WITH nelac NY # 11301

Analysis Report

April 10, 2023

FOR: Attn: John Rigge
Barton & Loguidice, D.P.C.
443 Electronics Parkway
Liverpool, NY 13088

Sample Information		Custody Information		Date	Time
Matrix:	BULK	Collected by:	SLR	04/04/23	
Location Code:	BARTLOG	Received by:	SW	04/05/23	10:36
Rush Request:	5 Day	Analyzed by:	see "By" below		
P.O.#:	904.054.001				

Laboratory Data

SDG ID: GCN75958
Phoenix ID: CN75958

Project ID: ROTTERDAM SENIOR CENTER
Client ID: PAINT-3-3

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Lead	< 0.0033	0.0033	%	1	04/07/23	CPP	SW6010D
Total Metals Digest	Completed				04/05/23	J/AG	SW3050B

RL/PQL=Reporting/Practical Quantitation Level (Equivalent to NELAC LOQ, Limit of Quantitation) ND=Not Detected at RL/PQL
BRL=Below Reporting Level L=Biased Low

Comments:

If you are the client above and have any questions concerning this testing, please do not hesitate to contact Phoenix Client Services at ext.200.
The contents of this report cannot be discussed with anyone other than the client listed above without their written consent.

Draft

Phyllis Shiller, Laboratory Director
April 10, 2023
Official Report Release To Follow

Sample Criteria Exceedances Report

GCN75958 - BARTLOG

Criteria: None

State: NY

SampNo	Acode	Phoenix Analyte	Criteria	Result	RL	Criteria	RL Criteria	Analysis Units

*** No Data to Display ***

Phoenix Laboratories does not assume responsibility for the data contained in this exceedance report. It is provided as an additional tool to identify requested criteria exceedences. All efforts are made to ensure the accuracy of the data (obtained from appropriate agencies). A lack of exceedence information does not necessarily suggest conformance to the criteria. It is ultimately the site professional's responsibility to determine appropriate compliance.

Draft

20.1 folds envelope

Barton & Loguidice

Paint Chip Bulk Sample Chain-of-Custody

10 Airline Drive, Suite 200
Albany, New York 12205
Phone (518) 218-1801 Fax (518) 218-1805

Project: Rotterdam Senior Center
Lead-Based Paint Investigation
Building: Senior Center Pitched Roof

Project No.: 904.054.001
Date Sampled: 4/4/2023
Sampled by: SLR

75958

Sample Identification	Date Sampled	Sample Area	Analysis Required	Method Reference
Paint-3-3	4/4/2023	Parapet Wall/RTU's	Percent by Weight	AAS
			Percent by Weight	AAS
			Percent by Weight	AAS
			Percent by Weight	AAS
			Percent by Weight	AAS
			Percent by Weight	AAS
			Percent by Weight	AAS
			Percent by Weight	AAS
			Percent by Weight	AAS
			Percent by Weight	AAS
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			Percent by Weight	AAS
			Percent by Weight	AAS
			Percent by Weight	AAS
			Percent by Weight	AAS

Comments:

Report Results to:

E-mail:	John Rigge	TAT: 5-Day Standard	jrigge@bartonandloguidice.com
	Sebastian Reeves		sreeves@bartonandloguidice.com
Written:	John Rigge		10 calendar days
Invoice:	John Rigge		10 calendar days

Chain-of-Custody:	Signature	Date
Relinquished by:		4/4/23
Received by Lab.:		4/5 1036
Received by Analyst:		

Life Science Laboratories, Inc.

John Rigge
Barton & Loguidice, D.P.C.
443 Electronics Parkway
Liverpool, NY 13088

Phone: (315) 457-5200
FAX: (315) 451-0052

Laboratory Analysis Report
Prepared For
Barton & Loguidice, D.P.C.

Client Project ID:
Rotterdam SC Pitched Roof

LSL Project ID: **2304500**

Receive Date/Time: 04/05/23 11:13

Life Science Laboratories, Inc. warrants, to the best of its knowledge and belief, the accuracy of the analytical test results contained in this report, but makes no other warranty, expressed or implied, especially no warranties of merchantability or fitness for a particular purpose. By the Client's acceptance and/or use of this report, the Client agrees that LSL is hereby released from any and all liabilities, claims, damages or causes of action affecting or which may affect the Client as regards to the results contained in this report. The Client further agrees that the only remedy available to the Client in the event of proven non-conformity with the above warranty shall be for LSL to re-perform the analytical test(s) at no charge to the Client. The data contained in this report are for the exclusive use of the Client to whom it is addressed, and the release of these data to any other party, or the use of the name, trademark or service mark of Life Science Laboratories, Inc. especially for the use of advertising to the general public, is strictly prohibited without express prior written consent of Life Science Laboratories, Inc. This report may only be reproduced in its entirety. No partial duplication is allowed. The Chain of Custody and the Sample Receipt documents submitted with these samples are considered by LSL to be an appendix of this report and may contain data qualifiers and specific information that pertains to the samples included in this report. The analytical result(s) in this report are only representative of the sample(s) submitted for analysis. LSL makes no claim of a sample's representativeness, or integrity, if sampling was not performed by LSL personnel.

LSL Central Lab
5854 Butternut Drive
East Syracuse, NY 13057
Tel. (315) 445-1900
Fax (315) 445-1104
NYS DOH ELAP #10248

LSL North Lab
131 St. Lawrence Avenue
Waddington, NY 13694
Tel. (315) 388-4476
Fax (315) 388-4061
NYS DOH ELAP #10900

LSL Finger Lakes Lab
16 N. Main St., PO Box 424
Wayland, NY 14572
Tel. (585) 213-4090
Fax (585) 213-4192
NYS DOH ELAP #11667

LSL Southern Tier Office
Cuba, NY
Tel. (585) 209-4032

LSL MidLakes Office
Canandaigua, NY
Tel. (585) 728-3320

This report was reviewed by: Date: 4/17/23

David J. Prichard, Director of Tech. Services

A copy of this report was sent to: *Sabastian Reeves*

Date Printed: 4/17/23

-- LABORATORY ANALYSIS REPORT --

Barton & Loguidice, D.P.C. Liverpool, NY

Sample ID: SEAM-4-3 **LSL Sample ID:** 2304500-001
Location:
Sampled: 04/04/23 0:00 **Sampled By:** SLR
Sample Matrix: SHW as Recd

Analytical Method / Analyte	Result	Units	Prep Method / Prep Date	Analysis Date & Time	Analyst Initials
(1) EPA 8082A PCBs			EPA 3550C		
Aroclor-1016	<10	mg/kg	4/10/23	4/10/23	CRT
Aroclor-1221	<10	mg/kg	4/10/23	4/10/23	CRT
Aroclor-1232	<10	mg/kg	4/10/23	4/10/23	CRT
Aroclor-1242	<10	mg/kg	4/10/23	4/10/23	CRT
Aroclor-1248	<10	mg/kg	4/10/23	4/10/23	CRT
Aroclor-1254	<10	mg/kg	4/10/23	4/10/23	CRT
Aroclor-1260	<10	mg/kg	4/10/23	4/10/23	CRT
Surrogate (DCB)	128	%R	4/10/23	4/10/23	CRT

Sample ID: PCAULK-8-3 **LSL Sample ID:** 2304500-002
Location:
Sampled: 04/04/23 0:00 **Sampled By:** SLR
Sample Matrix: SHW as Recd

Analytical Method / Analyte	Result	Units	Prep Method / Prep Date	Analysis Date & Time	Analyst Initials
(1) EPA 8082A PCBs			EPA 3550C		
Aroclor-1016	<5	mg/kg	4/10/23	4/10/23	CRT
Aroclor-1221	<5	mg/kg	4/10/23	4/10/23	CRT
Aroclor-1232	<5	mg/kg	4/10/23	4/10/23	CRT
Aroclor-1242	<5	mg/kg	4/10/23	4/10/23	CRT
Aroclor-1248	<5	mg/kg	4/10/23	4/10/23	CRT
Aroclor-1254	<5	mg/kg	4/10/23	4/10/23	CRT
Aroclor-1260	<5	mg/kg	4/10/23	4/10/23	CRT
Surrogate (DCB)	120	%R	4/10/23	4/10/23	CRT

Analysis performed at: *(1) LSL Central Lab, (2) LSL North Lab, (3) LSL Finger Lakes Lab*

2304500

B+LEng

2827

Due Date:

PCB Bulk Sample Chain-of-Cus

Barton & Loguidice
10 Airline Drive, Suite 200
Albany, New York 12205
Phone (518) 218-1801 Fax (518) 218-1805

Project: **Rotterdam Senior Center**
Hazardous Materials Investigation
Building: Rotterdam SC Pitched Roof

Project No.: **904.054.001**
Date Sampled: **4/4/2023**
Sampled by: **SLR**

Sample Identification	Date Sampled	Sample Area	Analysis Required	Notes
001A **SEAM-4-3**	**4/4/2023**	**Roof Seam Seal**	**PCBs in Caulk**	**Black**
002A **PCAULK-8-3**	**4/4/2023**	**Parapet Wall**	**PCBs in Caulk**	**Lt Gray**

Comments:

Report Results to:

Fax:	**John Rigge**	**TAT: 1-Week**	jrigge@bartonandloguidice.com
E-mail:	**Sebastian Reeves**		sreeves@bartonandloguidice.com
Written:	Sebastian Reeves		10 calendar days
Invoice:	Sebastian Reeves		10 calendar days

Chain-of-Custody:	Signature	Date
Relinquished by:		4/4/23
Received by Lab.:		
Received by Analyst:		

The experience to
listen
The power to
solve℠

Draft

Barton
&Loguidice

www.bartonandloguidice.com

The following sections are a separate digital file.

DIVISION 00 [03 & 04]

BIDDING & CONTRACT REQUIREMENTS

SECTION 00 03 01 BIDDER'S CHECKLIST

SECTION 00 03 70 BID PRICES

SECTION 00 03 73 IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

SECTION 00 03 76 STATEMENT ON NON-DISCRIMINATION AND SEXUAL HARASSMENT

SECTION 00 04 80 NON-COLLUSIVE BIDDING CERTIFICATION

SECTION 00 04 81 STATEMENT OF SURETY'S INTENT

SECTION 00 04 84 PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION

SECTION 00 04 99 BID SECURITY

Draft

SECTION 00 05 70

AGREEMENT

This CONTRACT, in four (4) copies, made and entered into this _____ day of _____, 20___, by and between the Town of Rotterdam, a municipal corporation, organized and existing under the laws of the State of New York, with its principal office and place of business located at the Town of Rotterdam Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306, hereinafter designated as "Owner", Party of the First Part,

and _____

_____

_____ of _____

County of _____ State of _____

hereinafter designated as the Contractor, Party of the Second Part.

WITNESSETH: That the parties hereto, each in consideration of the Agreements on the part of the other herein contained, have mutually agreed, and hereby mutually agree, the Party of the First Part for itself and its successors, and the Party of the Second Part for itself, himself or themselves and its successors, his or their executors, administrators and assigns as follows:

Article 1. DESCRIPTION. Under this Agreement and Contract, the Contractor shall furnish all materials and perform all work required to furnish and install complete Contract No. 1 – General Construction.

Article 2. In consideration of the payments to be made as hereinafter provided, and of the performance by the Owner of all matters and things to be performed by the Owner as hereinafter provided, the Contractor agrees, at his own sole cost and expense to perform all the labor and services, and to furnish all the labor and materials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manner, the work described under Article 1 hereof, within the time hereinafter specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, order and directions of the Engineer made in accordance with this Contract.

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Article 3. The Owner agrees to pay and the Contractor agrees to accept, as full compensation for all work done and materials furnished, and also for all costs and expense incurred, and loss or damages sustained by reason of the action of the elements or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the proposal hereto attached.

Article 4. CONTRACT DOCUMENTS. The following Documents shall constitute integral parts of the Agreement, the whole to be collectively known and referred to as the Contract: Advertisement For Bids, Information for Bidders, Wage Rates, Additional Instructions, Bid Documents, Agreement, Performance Bond, Labor & Materials Payment Bond, Insurance Certificates, General Conditions, General Requirements, Specifications, Contract Drawings, and all interpretations of, or addenda to the CONTRACT DOCUMENTS issued by the Owner or the Engineer with the approval of the Owner.

The Table of Contents, Indices, Headings, Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretations of the provisions to which they refer.

Article 5. Contractor agrees to comply with all requirements of the Contract Documents and with all provisions of law and implementing regulations. If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of this Contract, then the Owner may make use of any or all remedies at law or in equity, or as provided in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

Article 6. The following alterations and addenda have been made and included in this Contract before it was signed by the parties hereto:

_____

_____

_____

Draft

Article 7. This agreement shall be construed and enforced in accordance with the laws of the State of New York.

Article 8. The Contractor agrees:

(a) He hereby voluntarily and irrevocably submits himself to the jurisdiction and venue of any court of competent jurisdiction over the subject matter of this Contract located within the State of New York in which any litigation is brought based on or arising out of this Contract.

(b) Any litigation brought by the Contractor based on or arising out of this Contract shall be brought only in the Supreme Court of the State of New York within the County in which the Owner is located.

(c) Any legal process or notice connected with any litigation may be served on the Contractor by United States registered mail, postage pre-paid, addressed to the Contractor at his address stated in this Contract or at the Address stated in this Contract for the furnishing of notices to the Contractor or at the Contractor's last known address, and that service in such manner shall constitute good and valid service of process upon the Contractor.

(d) The Contractor hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process is served in the manner provided in Subparagraph (c) immediately above, invalid service of process, and that he will duly enter his appearance in any such action.

(e) This Contract may be presented in court as conclusive evidence of the foregoing agreement.

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IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement in six (6) copies the day and year first above written.

_____ (OWNER)

By: _____

(Seal)

CONTRACTOR

_____

(Seal) By: _____

Draft

(ACKNOWLEDGMENT OF OFFICER OF OWNER ATTESTING CONTRACT)

State of _____)
) SS:
County of _____)

On this _____ day of _____, 20____, before me personally came and appeared _____to me known, who, being by me duly sworn, did depose and say that he is the _____ of the _____described in and which executed the foregoing instrument; that he knows the seal of said Owner; that one of the impressions appearing on said instrument is a true and correct impression of such seal; and that he affixed it thereto and attested the same over his signature by virtue of the authority in him vested.

_____

(ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION)

State of _____)
) SS:
County of _____)

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

_____

Draft

(ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP)

State of _____)
) SS:
County of _____)

On this _____ day of _____, 20____, before me personally came and appeared _____to me known and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

_____

(ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL)

State of _____)
) SS:
County of _____)

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

_____

Draft

(ACKNOWLEDGMENT OF CONTRACTOR, IF A LIMITED LIABILITY COMPANY)

State of _____)
) SS:
County of _____)

On this _____ day of _____, 20____, before me personally came and appeared _____, to me known, who being by me duly sworn, did depose and say that he resides at _____ _____; that he is the _____ of _____, the limited liability company described in and which executed the foregoing instrument; that he knows the seal of said limited liability company; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the managing members of said limited liability company, and that he signed his name thereto by like order.

_____

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(Certification of Owner's Attorney)

I, the undersigned, the duly authorized and acting legal representative of _____ _____ do hereby certify as follows:

I have examined the foregoing Contract and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

By:_____
Owner's Attorney

_____
(Date)

END OF SECTION

Draft

SECTION 00 06 10

PERFORMANCE BOND

(ATTACH PERFORMANCE BOND HERE)

Draft

END OF SECTION

SECTION 00 06 20

LABOR & MATERIALS PAYMENT BOND

(ATTACH LABOR & MATERIALS PAYMENT BOND HERE)

Draft

SECTION 00 06 50

CERTIFICATE OF INSURANCE

(ATTACH INSURANCE CERTIFICATES HERE)

Draft

GENERAL CONDITIONS

SECTION 00 07 50

DEFINITIONS OF WORDS & TERMINOLOGY

00 07 50.01 DEFINITIONS OF WORDS AND TERMS

Wherever the following words or corresponding pronouns are used in this Contract, they shall have the meaning given herein:

A. CONTRACT, OR CONTRACT DOCUMENTS: each of the various documents referred to in the Agreement, both severally and as a whole, including all additions, deletions, modifications and interpretations incorporated therein or appended thereto by or with approval of the Owner prior to the execution of the Contract.

B. OWNER: the party of the first part to this Contract, or any duly authorized agents or officers empowered to act therefor.

C. CONTRACTOR: the party of the second part to this Contract, or the legal representatives or agents appointed by said party for the performance of the work.

D. ENGINEER: the firm of Barton & Loguidice, engaged by the Owner to provide Engineering services in connection with the work of this Contract, or its representatives duly authorized in writing to act therefor.

E. SURETY: the person, persons, firm or corporation who executes the Contractor's Performance Bond and Labor & Materials Payment Bond.

F. SUBCONTRACTOR: any person, other than employee of the Contractor, or any firm or corporation who contracts to act for or in behalf of the Contractor in performing any part of the work in connection with the Contract, exclusive of one who furnishes only materials or equipment.

G. PROJECT: the entire facility or improvement to which the Contract relates.

H. SITE: the area or areas bounded by the property lines shown on the Plans, and other areas that may be similarly designated.

I. THE WORK: all labor, equipment and materials required, either expressly or by implication, to be furnished by the Contractor under this Contract or in connection with Change Orders or Supplemental Agreements thereto.

J. SUPPLEMENTAL AGREEMENT: an alteration or modification of the Contract Documents, made after execution of the Contract and agreed to in writing by the Contractor and the Owner.

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K. CHANGE ORDER: a written order from the Owner to the Contractor directing an alteration or modification of the nature, scope or type of the work.

L. BOND OR PERFORMANCE BOND: the guarantee signed by the Surety, that the Contractor will complete all the work as required by the Contract.

M. LABOR & MATERIALS PAYMENT BOND: the guarantee, signed by the Surety, that the Contractor will pay for all Labor and Material required by the Contract.

N. SPECIFICATIONS: also referred to as DETAIL SPECIFICATIONS or TECHNICAL SPECIFICATIONS. The written directions, requirements, descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work and specifically including Division 2 - Division 48 of the Contract Documents.

O. PLANS, DRAWINGS OR CONTRACT DRAWINGS: only those drawings listed as such in the Contract Documents with all Addenda thereto.

P. SHOP DRAWINGS, SETTING DRAWINGS, WORKING DRAWINGS, CONSTRUCTION DRAWINGS: drawings prepared, or caused to be prepared, by the Contractor, Subcontractors, or by their equipment or material suppliers in their behalf, including standard or stock equipment drawings, necessary to the performance of the work in addition to the Contract Drawings, or as may be required by the Engineer to be submitted for review.

Q. ADDITIONAL DRAWINGS, SUPPLEMENTARY DRAWINGS: drawings, in addition to the Contract Drawings, which may be prepared and issued by the Engineer as part of the instructions to or requests of the Contractor in connection with the work of the Contract or appertaining to changes in the work.

R. ADDENDUM, ADDENDA: additional Contract provisions, deletions or changes issued by the Owner prior to the receipt of bids.

S. WRITTEN NOTICE: all written and authoritatively signed communications required in the normal conduct of the work or required to obtain compliance with the Contract provisions or preserve the rights of any party to the Contract. Written notice shall be considered as served when either delivered in person or deposited in a post-paid wrapper in a regularly maintained U.S. Mailbox and addressed to the person, firm or corporation intended to receive such notice, or to their appropriate agent, to the last business address of such known to the server. If mailed, the period of notice shall run from the time of the postal cancellation. It shall be incumbent upon each party to the Contract, and the Engineer, to advise the other parties to the Contract, and the Engineer, of any change in their business address until completion of the Contract and the expiration of all guarantee periods connected therewith.

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T. DIRECTED, ORDERED, REQUIRED, DESIGNATED, PERMITTED, GRANTED, INSTRUCTED, CONSIDERED NECESSARY, APPROVED, SATISFACTORY, ACCEPTABLE: words referring to action or satisfaction of the Engineer, unless another meaning is specifically stated. The same shall apply to words of like import.

U. AS SHOWN, AS SHOWN ON THE PLANS: words referring to lines, numbers, or statements, or combinations thereof, on the Contract Drawings, unless another meaning is specifically stated.

V. ELEVATION: or any abbreviation of the word "elevation", followed by figures, shall refer to the distance in feet above the datum established by the Engineer for the Project.

W. ACT OF GOD: an earthquake, flood, excessive wind or other unusual natural occurrence. Rain, snow, wind, flood, lightning or other natural phenomenon of normal intensity for the locality shall not be included in the meaning of the term.

X. APPROVED EQUAL, EQUAL: in the Contract Documents or Contract Drawings wherever brand names are specified and followed by the phrase "or approved equal", this phrase shall be modified to read "or equal".

00 07 50.02 REFERENCES TO OTHER SPECIFICATIONS AND CODES

References in these Specifications to published specifications and codes of private and governmental technical societies and agencies shall mean the latest specification for the item or operation involved. Abbreviations of these organizations used in these Specifications may include the following:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AGA	American Gas Association
AGCA	Associated General Contractors of America
AGMA	American Gear Manufacturers Association
AISC	American Institute of Steel Construction
AMCA	American Mechanical Contractors Association
ANSI	American National Standards Institute
APWA	American Public Works Association
ARI	American Refrigeration Institute
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration & Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWS	American Welding Society

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AWWA	American Water Works Association
CEMA	Conveyor Equipment Manufacturers Association
CIPRA	Cast-Iron Pipe Research Association
FM	Factory Mutual System
HEI	Heat Exchange Institute
HI	Hydraulics Institute
IEEE	Institute of Electrical and Electronics Engineer
IPCEA	Insulated Powers Cable Electric Association
NAFM	National Association of Fan Manufacturers
NBC	National Building Code
NBFPU	National Board of Fire Protection Underwriters
NBCA	National Bituminous Concrete Association
NCPI	National Clay Pipe Institute
NEC	National Electrical Code
NELA	National Electrical Lamp Association
NEMA	National Electrical Manufacturers Association
NETA	National Electrical Testing Association
NFPA	National Fire Protection Association
NSWMA	National Solid Wastes Management Association
NYSDOT	New York State Department of Transportation, Standard Specifications (Construction and Materials)
NYSECC	New York State Energy Conservation Code
OSHA	Occupational, Safety and Health Act
PCA	Portland Cement Association
SAE	Society of Automotive Engineers
SMACNA	Sheet Metal & Air Conditioning Contractors National Association
SSPC	Steel Structures Painting Council
UL	Underwriter Laboratories', Inc.
USEPA	United States Environmental Protection Agency

END OF SECTION

Draft

GENERAL CONDITIONS

SECTION 00 07 51

POWERS AND DUTIES OF ENGINEER

00 07 51.01 RESPONSIBILITY OF THE ENGINEER

A. The Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Drawings and Specifications and all questions as to the acceptable fulfillment of the Agreement on the part of the Contractor. The duties and responsibilities of the Engineer as set forth herein shall not be extended except through written consent of the Engineer and the Owner.

1. Observation of the Work: The Engineer will make periodic visits to the site to observe the progress and the quality of the executed work. All materials and each part or detail of the work shall be subject at all times to observation by the Engineer and the Owner, and the Contractor will be held strictly to the intent of the Contract Documents in regard to quality of materials, workmanship, and the diligent execution of the Contract. Observations may be made at the site or at the source of material supply, whether mill, plant or shop. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make their observations and construction review.

2. Acceptability of Work: The Engineer's decision as to the acceptability or adequacy of the work shall be final and binding upon the Contractor. The Contractor agrees to abide by the Engineer's decision relative to the acceptability of the work.

3. Engineer's Decisions: All claims of the Owner or the Contractor shall be presented to the Engineer for decision which shall be final except in cases where time and/or financial considerations are involved.

4. The Engineer shall not be responsible for the Contractors or any Subcontractor's construction means, methods, controls, techniques, sequences, procedures or construction safety or their failure to complete the work in accordance with the Contract Documents.

5. Oral Agreements: No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or

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modification thereof in writing, and no evidence shall be introduced in any proceedings of any other waiver or modification.

00 07 51.02 INSPECTION OF WORK

A. Inspection services, performed by the Engineer pursuant to this Contract, whether of material or work, and whether performed prior to, during or after completion of construction, are performed solely for the purpose of determining general conformity of the work with the Contract Plans and Specifications.

Nothing contained herein shall create, or be deemed to create:

1. any duty upon the Engineer to supervise the construction procedures and safety procedures followed by any Contractor or Subcontractor or their respective employees or by any other persons at the job site, or

2. any liability whatsoever by the Engineer to any employees or any Contractor or Subcontractor or to any other person.

00 07 51.03 NO WAIVER OF RIGHTS

A. No inspection or approval by the Owner, the Engineer, or any of their employees, nor any order, measurement or certification by the Engineer, nor payment for, nor acceptance of the whole or any part of the work by the Owner or the Engineer, nor any order of the Owner for payment of money, nor any possession taken by the Owner, nor any extension of time shall operate as a waiver of any provision of the Contract, or of any right to damage herein provided or of any power herein reserved. Neither shall a waiver of any breach of the Contract be construed to be a waiver of any other or subsequent breach. All remedies in the Contract shall be construed as being cumulative, in addition to each and every other remedy herein contained. The Owner shall have any and all legal and equitable remedies and recourse which they would in any case have.

END OF SECTION

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GENERAL CONDITIONS

SECTION 00 07 52

INSURANCE, SECURITIES AND GUARANTEES

00 07 52.01 GUARANTEES, PERFORMANCE BONDS, LABOR AND MATERIALS PAYMENT BONDS AND GUARANTEES

A. The Contractor shall furnish Performance and Labor and Materials Payment Bonds each in an amount not less than the full amount of the accepted bid. The Performance Bond shall guarantee faithful performance of the work in compliance with all Contract Documents. The Labor and Materials Payment Bonds shall guarantee the payment of all persons performing labor or furnishing materials in connection therewith. The Bonds shall be in a form approved by the Owner and dated the same as the executed Agreement. The Surety company or companies shall be designated by the Contractor and shall be authorized to transact business in New York State, and if this is a Federally aided project, shall appear on the U.S. Treasury Department's most current list (Circular 570 as amended). The premium for these Bonds shall be paid by the Contractor and shall be included as a part of their Bid. An Attorney-in-fact who signs Performance or Labor and Materials Payment Bonds shall file with each Bond or copy thereof a certified copy of their Power-Of-Attorney to sign such Bonds.

B. Cash in the form of United States currency or a certified check payable to the Owner in the full amount of the accepted Bid, deposited with the Owner, will be accepted in lieu of both Bonds. Such deposit shall serve as the Performance, and Labor and Materials Payment Bonds for all purposes specified, and the Contractor agrees that such deposit, or such portion thereof as may be required to satisfactorily complete the work, shall be forfeited to the Owner.

C. The Owner reserves the right to order or approve additions to, omissions from, or changes in the work without notice to the Surety.

D. The Contractor guarantees all the work, materials and equipment called for in the Contract against defects in materials or workmanship for a period of twelve months following the date of the Notice of Substantial Completion. Under this guarantee, the Contractor shall make good, at their own expense and without delay, any failure of any part due to poor or faulty materials, construction or installation, or to the failure of any equipment to satisfactorily perform the work required of it by the Specifications. The Contractor shall also make good any damage to any part of the Project, the environment or other property of the Owner caused by such failure. Any work replaced or rebuilt during the above-mentioned guarantee period shall be similarly guaranteed for a 12-month period starting from the date of acceptance of the repair, reconstruction or replacement.

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E. The Contractor's Performance and Labor and Materials Payment Bonds specified in the above paragraph shall fully cover all guarantees specified.

00 07 52.02 ADDITIONAL SECURITY

A. At any time the Owner may become dissatisfied with the Surety or Sureties who furnished the Performance Bond and the Labor and Materials Payment Bonds, or if for other reasons the Bond(s) shall, in the opinion of the Owner, cease to be adequate security to the Owner, the Contractor shall, within five days after notice from the Owner, substitute a new Bond(s) acceptable to the Owner in form, amount and Surety. The premium on such Bond(s) shall be paid by the Contractor. No payments on any Monthly Estimate shall become due and none shall be made until the new Surety shall have been approved and the Bond(s) executed and accepted.

00 07 52.03 CONTRACTOR'S INSURANCE

A. The Contractor, at their own expense, shall procure and maintain until one year after the date of the Notice of Certificate of Substantial Completion or one year after the Contractor or any Subcontractor last performs any work under the Contract, even if the Project is abandoned or deferred, insurance for liability for damages required by law of the kinds and in the amounts stated herein and as may be modified by provisions in the Additional Instructions, through insurance companies authorized to operate in New York State. The insurance shall cover all operations necessary to complete the work, whether performed by the Contractor or Subcontractors. Before starting work, the Contractor shall furnish the Owner one duplicate original policy and five certificates of insurance for each and every type of insurance required.

B. All liability insurance required by this Contract shall be maintained in force during the term of this Contract and until one year after the date of the Notice of Substantial Completion or one year after the Contractor or any Subcontractor last performs any work under the Contract, even if the Project is abandoned or deferred.

1.	Commercial General Liability Insurance Bodily Injury & Property Damage	$1,000,000 Occurrence $2,000,000 Aggregate
2.	Automobile Liability Bodily Injury & Property Damage	$1,000,000 Combined Single Limit
3.	Umbrella Liability	$4,000,000 Occurrence $4,000,000 Aggregate
4.	Workers Compensation & Employers Liability	Statutory

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C. Additional Insured – Contractor shall name Contractor, Owner, the Engineers and any other entity required by contract as additional insured on all liability policies except Workers Compensation and Owners, Contractors Protective Liability with respect to all operations under the Contract by the Contractor, Subcontractor, including suspension and omissions of the Owner. The additional insured status shall be on a primary and non contributing basis over all other valid and collectible insurance, with respect to this Contract.

D. Additional Conditions

1. Waiver of Subrogation: The Contractor and Subcontractors waive all rights against (1) each other and any of their subcontractors, agents and employees, each of the other, and (2) the Owner, the Engineer, the Engineer's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by bodily injury, property damage, fire or other causes of loss to the extent covered by insurance provided under the Contract or other insurance applicable to the work, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require of the Subcontractor's sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the 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.

2. Commercial General Liability (CGL):

   a. Coverage with limits of Insurance of not less than $1,000,000 each occurrence and $2,000,000 Annual Aggregate.
   b. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project/location.
   c. CGL coverage shall be written on ISO Occurrence Form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury and contractual liability.
   d. Contractor, Owner and all other parties required of the Contractor, shall be included as additional insureds on the CGL. Coverage for the additional insureds shall apply as Primary and noncontributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insureds.

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e. Contractor and Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least one year after Contractor or Subcontractor last performs any work under the Contract.

3. Auto Liability:

a. Business Auto Liability with a combined single limit of at least $1,000,000 each accident.
b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
c. General Contractor, Owner, Engineers and all other parties required of the General Contractor, shall be included as additional insureds on the auto policy.

4. Umbrella Insurance:

a. Umbrella limits must be at $4,000,000 each occurrence and $4,000,000 aggregate.
b. Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by Contractor.

5. Workers Compensation and Employers Liability:

a. Statutory for New York State. All other states Employers Liability/Insurance limits of at least $500,000 each accident for bodily injury by accident and $500,000 each employee for injury by disease.

6. Property Insurance (Builders Risk):

a. The Contractor shall provide and maintain, at their own expense, such property insurance as required by Contract. Policy(s) shall provide cover for fire, extended cover including open (special) perils and theft to insure all work and materials of the Contract against loss or damage. The value of the insurance shall at all times be equal to or greater than the full value of the Contract. Insurance policies shall be in the name of the Owner and payable to the Owner. Any proceeds there to shall be retained by the Owner as security for the performance by the Contractor in making good any loss, damage or injury. Upon such satisfactory performance by the Contractor, the proceeds shall be paid by the Owner to the Contractor.

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E. Owners, Contractors Protective Liability Insurance

1. Owners Protective Liability Insurance at the limits stated in the Additional Instructions issued in the name of the Owner to and covering the liability for damages imposed by law upon the Owner with respect to all operations under the Contract by the Contractor or their Subcontractor, including supervisory acts and omissions of the Owner. Unless otherwise stated in the Additional Instructions, a minimum of $1,000,000 per occurrence / $2,000,000 aggregate is required.

F. Insurance Certificates

1. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Commercial General Liability Policy. These certificates and the insurance policies required shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the Contractor/Owner.

END OF SECTION

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GENERAL CONDITIONS

SECTION 00 07 53

STATUS OF CONTRACTOR

00 07 53.01 REPRESENTATIONS OF CONTRACTOR

The Contractor warrants and represents that:

A. They are familiar with all Federal, State, County and Municipal laws, ordinances, regulations and codes pertinent to the work and those employed in connection therewith, including any special acts relating to the work or the Project.

B. They have carefully examined all the Contract Documents and the Site and has, thereby satisfied themselves as to: the location and nature of the work; the quantity, quality and nature of both surface and subsurface structures and materials apt to be encountered; the quantity, quality and types of plant, equipment and other facilities necessary for the performance of the work; the general and local conditions; and all other matters which may in any way affect the work or their performance under the Contract.

C. Such work, both temporary and permanent, required under the Contract can be satisfactorily constructed and used for its intended purpose, without injury to any person or damage to any property.

D. They are financially solvent and experienced in and competent to perform the work of the Contract.

E. If a corporation foreign to the State of New York, they are aware of the provisions of Article 13 of the Business Corporation Law, with specific reference to the requirements in Section 1301 that certain corporations may not do business in this State without first obtaining a certificate of authority from the Secretary of State.

F. If a corporation, they are aware of the provisions of Article 145 of the Education Law, with specific reference to the requirements and prohibitions of Section 7209 relating to the practice of professional engineering, or the use of the word "engineer" or "engineering" in a corporate name.

00 07 53.02 ADDRESS OF CONTRACTOR

A. Both the address given in the bid and the Contractor's office at or near the Site, if such is established, are designated as places to either of which letter, notices, or other communications to the Contractor may be mailed or delivered. The delivery at either place, or the depositing, in a post-paid wrapper addressed to either place, in any regularly maintained U.S. Post Office Box, of any letter, notice, or other

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communication shall be deemed sufficient service thereof upon the Contract. If at any time during the life of the Contract, it is necessary to change either address, the Contractor shall give written notice to the Owner, the Surety and the Engineer.

B. Nothing herein shall act to prevent or invalidate the personal delivery in hand of any letter, notice or other communication to the Contractor.

00 07 53.03 PATENTS

A. The Contractor shall pay, as part of this Contract, all costs and fees required to obtain the legal right to use patented equipment, designs, or procedures to be used, as part of the work on this Contract.

B. The Contractor shall defend, indemnify, keep and save harmless the Owner from all costs, damages, liabilities, judgments and expenses, including reasonable attorney fees which may in any way arise against the Owner because of the use of any patented material, equipment or process furnished or used in the performance of the work or because of the use of patented designs supplied by the Contractor and accepted by the Owner.

C. If any claim, suit or action at law or inequity of any kind involving any such patent is brought against the Owner, the Owner may retain from any moneys due or to become due to the Contractor an amount considered sufficient by the Owner to protect itself against loss until such action is settled and satisfactory evidence to that effect has been supplied to the Owner.

00 07 53.04 CONTRACTOR'S OBLIGATIONS

A. The Contractor shall furnish all the plant, machinery, labor, equipment, material, tools, appliances, shoring, bracing and scaffolding necessary to the proper and safe completion of the work in the manner specified, shown and directed within the time specified. They shall suitably cover the work whenever necessary, and otherwise protect it from damage from any cause whatsoever.

B. If in the opinion of the Engineer the Contractor's procedures or appliances appear at any time, either before or during progress of the work, to be inadequate or insufficient to provide the quality of the work, or the rate of progress specified, they may order the Contractor to improve their character and increase their sufficiency, and the Contractor shall comply therewith. However, failure of the Engineer to issue such an order shall not relieve the Contractor of their obligations to secure the safety, quality or progress of the work, and the Contractor alone shall be responsible for the safety, adequacy and efficiency of their methods, plant and appliances.

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00 07 53.05 LIABILITY FOR INJURIES OR DAMAGE

A. The Contractor shall be solely responsible and liable for the safety and protection of all persons, including but not limited to the Owner, Engineer, Contractor and Subcontractor and their employees, suppliers and visitors, and shall be solely responsible and liable for the safety and protection of property, including but not limited to the Site and its appurtenances and equipment, and they shall be solely responsible for all physical injuries, including death, to any such persons and for all damage to any such property and its appurtenances, which occurs on account of the work, or because of any negligence, fault or default of the Contractor, a Subcontractor or any of their officers, employees or agents.

B. The Contractor shall have on the project site at all times, while work is in progress, at least one person skilled in safety and health procedures and familiar with State and Federal safety and health regulations whose responsibility shall be to observe methods and procedures. They shall have the duty and authority to stop and/or correct all unsafe and unhealthy conditions.

00 07 53.06 GENERAL INDEMNIFICATION

A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Engineer, Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Contractor's Work under this Contract, provided that any 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), but only to the extent caused by the negligent acts or omissions of the Contractor, the Contractor's Subcontractors, 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 otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

00 07 53.07 CONTRACTOR'S CLAIM FOR DISPUTED WORK

A. If the Contractor believes they or their Subcontractor or anyone directly or indirectly employed by any of them has sustained damage for disputed work, for which they claim they should be compensated, they shall give written notice to the Engineer, describing the nature and circumstances of the disputed work, within seven days after sustaining such damage. The Contractor shall also file with the Engineer, within 30 days of the date on which the alleged damage occurred, an itemized statement of the character and amounts of such damage. Unless both statements shall be filed as so required, the claim for compensation shall be considered invalid and the Contractor shall not be entitled to any payment therefor.

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B. The Contractor shall proceed diligently with performance of the disputed work pending final resolution of their claim for damages.

C. During the progress of such disputed work, the Contractor shall provide to the Engineer daily records and make reports of all labor, material and equipment used in connection with such work and the cost thereof as specified in Section 00 07 57.03.

D. If the Owner determines that the work in question is Contract work and not a Changed condition, they shall direct the Contractor to continue the disputed work, and the Contractor must promptly comply.

E. If the Owner determines that the work in question is not Contract work and is a Changed condition, they shall direct the Contractor to continue the work and shall have prepared a Change Order in accordance with Section 00 07 57.03.

00 07 53.08 NO CLAIMS AGAINST INDIVIDUALS

A. No claim shall be made by the Contractor or their Subcontractor or anyone directly or indirectly employed by any of them against any officer, employee or agent of the Owner and the Engineer for, or because of, anything done or failure to be done in connection with the work.

00 07 53.09 CONTRACTOR'S TITLE TO MATERIALS

A. Neither the Contractor nor any Subcontractor shall purchase any materials, equipment or supplies for work subject to any chattel mortgage or under a conditional sale agreement or other agreement by which an interest is retained by the seller. The Contractor shall obtain and maintain good and clear title to all materials and supplies used by them in the work until attachment to or incorporation in the work.

B. Nothing in the Contract shall be construed as vesting in the Contractor any property right in materials or equipment specified after they shall have been attached to or incorporated in the work or the ground, nor in materials and equipment for which partial payments have been made. All such materials and equipment shall become the property of the Owner upon such attachment or incorporation.

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00 07 53.10 TITLE TO OLD MATERIALS

A. All materials removed from existing structures or construction, and all materials or articles of intrinsic or historic value found in excavations or on the Site shall be brought to the attention of the Engineer, and if they shall so order, shall become or remain the property of the Owner, and shall be carefully preserved for future use. If not claimed by the Owner, such materials or articles shall be removed from the Site and disposed of by the Contractor at their own expense.

END OF SECTION

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GENERAL CONDITIONS

SECTION 00 07 54

CONTRACTOR'S ORGANIZATION & STAFF

00 07 54.01 SUPERINTENDENTS, FOREMEN & AGENTS

A. The Contractor shall at all times, except during periods of shut-down or work suspension that have been approved or directed, have a competent superintendent, foreman or other representative on the Site, who shall see that the work is performed in accordance with the Contract Documents and directions of the Engineer given thereunder, and who shall have authority to act for the Contractor and to receive and carry out orders from the Engineer, and who shall receive materials and equipment shipped to the Contractor. The Contractor shall be responsible for the acts of their superintendents, foremen, agents and employees during the life of the Contract.

00 07 54.02 COMPETENCY & CHARACTER OF EMPLOYEES

A. The Contractor shall employ only competent and skillful persons to perform the work. This provision shall apply equally to common laborers and skilled craftsmen or tradesmen.

B. Whenever the Engineer informs the Contractor that any person on the work is, in the Engineer's opinion, incompetent, intemperate, unfaithful, insufficiently skillful, or disorderly, or refuses to carry out the provisions of the Contract, or to stop doing unsatisfactory work when so ordered, or who uses threatening or abusive language to, or engages in offensive, hostile, or harassing conduct toward the Owner, Engineer, or any authorized representative(s) thereof, such person shall be discharged from the work by the Contractor and shall not again be employed without written consent of the Engineer.

00 07 54.03 CONTRACTOR'S FIELD OFFICE

A. Unless waived by provisions within Additional Instructions, the Contractor shall provide, furnish and maintain for their own use a field office, with telephone, on the Site during the entire period of construction. The Contractor shall obtain approval of the Engineer of the type, size and location of such office, shanties or other temporary structures on the Site, prior to their erection.

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B. The Contractor will receive no direct payment for providing, maintaining or removing the Contractor's Field Office specified above, and compensation for same shall be included, as part of their overhead, in the prices to be paid for the various items in this Contract.

END OF SECTION

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GENERAL CONDITIONS

SECTION 00 07 55

PERMITS, TAXES, ACCESS, OTHER CONTRACTS

00 07 55.01 LAWS, REGULATIONS & PERMITS

A. The Contractor shall procure at their own expense all necessary permits from the Federal, State, County, Town, municipal or other public agencies that may be involved in the work or the Project or have jurisdiction thereover, and shall serve all notices required by law or ordinance and pay all fees and charges incidental thereto. They shall at all times keep themselves fully informed of all laws, ordinances and regulations which in any way affect the work, the materials, methods and equipment used in the work, the conduct of the work, and persons engaged or employed on the work, and of all orders, instructions and decrees of bodies, agencies or tribunals having any authority or jurisdiction over the work or the Project.

B. If the Contractor should discover any discrepancy or inconsistency in any Contract Documents relating to any permit, law, ordinance, regulation, code, order, decree or instruction, they shall immediately report the same in writing to the Engineer.

C. The Contractor shall at all times observe and comply with all such existing and all laws which come into existence during the execution of the Contract, as well as permits, codes, decrees, ordinances, regulations, orders and instructions, and shall cause their superintendents, foremen, employees and agents to do likewise.

00 07 55.02 REQUIRED LEGAL PROVISIONS DEEMED INCLUDED

A. All clauses and provisions of law required by law to be included in the Contract shall be deemed to be included herein, and the Contract shall be interpreted, administered and enforced as though they were included. If, through oversight or otherwise, any such clause or provision is not included, or is not correctly included, the Contract shall immediately be physically amended or corrected, at the request of either party, to provide the necessary compliance.

B. The inclusion in the Contract Documents of any portion of any law or ordinance or code, regulation, decree, order, permit, instruction or interpretation emanating from a public body or agency, shall not be construed to mean that all such laws or legal requirements deemed necessary, in effect, or applicable to all or any portion of the work or the Contract have been included.

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00 07 55.03 UNLAWFUL REQUIREMENTS DEEMED EXCLUDED

A. If the Contract Documents contain any unlawful provision not an essential part of the Contract and which shall not appear to have been a controlling or material inducement to the making of the Contract by the parties thereto, such provision shall be construed to be of no effect and shall, upon written notice by either party, be deemed stricken from the Contract without affecting the binding force of the remainder on both parties.

00 07 55.04 TAXES

A. The Contractor shall pay all sales, use, excise, transportation and other taxes and fees for which they are liable under the Contract. The cost of such taxes and fees shall be included in the price, or total of several prices, given in the Bid on which the Agreement is based, and no separate payment will be made therefor.

00 07 55.05 ACCESS TO WORK AND CONTRACTOR'S RECORDS

A. The Owner and the Engineer, and their employees, agents and representatives, shall have access to the work, the Site, and the premises used by the Contractor, and the Contractor shall provide and maintain safe and suitable facilities therefor. Subcontractors, and any other parties who may contract with the Owner to do work on the Site shall, for all purposes which may be required by their contracts, have the same privileges and facilities.

B. Whenever requested, the Contractor shall give the Engineer access to invoices, bills of lading, trip tickets, lists of employees, survey notes and other such data connected with the work.

END OF SECTION

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GENERAL CONDITIONS

SECTION 00 07 56

TIME ELEMENTS

00 07 56.01 COMMENCEMENT & COMPLETION

A. The Contractor shall begin performance of the work within the time specified in the Information for Bidders, and shall substantially complete the work within the time specified in the Information for Bidders.

00 07 56.02 TIME OF ESSENCE

A. Since the provisions of this Contract relating to the commencement and completion of the work are to enable the Owner to construct and place in use an improvement or facility in accordance with a pre-determined program, such provisions are of the essence of this Contract. It is agreed that the Owner will suffer damages if the work is not completed in the time specified.

00 07 56.03 PROGRESS

A. The rate of progress shall be as uniform as practicable and such that all the work will be completed within the time specified, or within any time extensions that may be granted by the Owner.

B. The Engineer will notify the Contractor in writing if, at any time, they are of the opinion the work is unnecessarily delayed and will not be completed on time. The Contractor shall, within 10 days after receipt of such notice, take such action as will, in the opinion of the Engineer, improve the rate of progress to an extent that will insure completion of the work within the time specified. If the Contractor shall fail or refuse to take such steps within 10 days, the Owner may notify the Contractor to stop work or terminate the Contract in accordance with the provisions of Article 00 07 60.01, OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT.

00 07 56.04 APPROVED WORK SCHEDULES

A. Unless waived by provision in the Information for Bidders, within three weeks after award of the Contract, the Contractor shall submit to the Engineer for approval three copies of their proposed work schedule. The schedule shall show the Contractor's proposed relative order and sequence of commencement and completion of all salient portions of the work, including the delivery and installation of equipment, and shall give the estimated dates of commencement and completion of the various portions of the work.

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B. If more than one Contract is to be awarded on the same phase of the project, the General Contractor shall provide the Engineer with additional copies of their work schedule after the schedule shall have been approved. The Engineer will transmit these to the other Contractors for reference in the preparation of their proposed work schedules and submittal of same for approval. In such case each Contractor other than the General Contractor shall submit their proposed schedule for approval within three weeks after receipt of a copy of the General Contractor's approved schedule.

C. Each Contractor shall adhere to the approved schedule for their Contract. If a Contractor causes one or more other Contractors to be damaged by failing to adhere to their schedule, they shall save harmless the Owner and the Engineer from any and all actions and charges of the other Contractors against the Owner or the Engineer as the result of such failure.

D. If the Contractor is behind schedule any month, the Contractor shall indicate what measures it will take in the next thirty (30) days to put the work back on schedule. If the Engineer finds the revised schedule not acceptable they may require the Contractor to submit a new revised schedule.

E. If the Contractor fails to submit a work schedule within the time period described or any revision or update when required, the Owner may withhold payment pursuant to Section 00 07 59.07 of the Contract until such time as the Contractor submits the required work schedule.

F. See also Article 00 10 12.01, COLLATERAL WORK.

00 07 56.05 WORK SUSPENSION

A. When, in the opinion of the Engineer, good cause of suspension of the work exists, the Contractor shall suspend the work or any portion thereof, upon written order of the Engineer, for such period of time as the Engineer may direct. If the reason for suspension is beyond the control of the Contractor, the time within which the work is required to be completed shall be extended by the number of calendar days the work is suspended.

00 07 56.06 TIME EXTENSIONS

A. Should the work be obstructed or delayed through the neglect, delay or default of any other Contractor on the Project, or by an Act of God, or by a general strike, or by delays caused by governmental authorities having jurisdiction over the work, or by delay on the part of the Owner in performing any work or furnishing any material or equipment stated in the Contract to be furnished by the Owner, or by any Supplementary Agreement or Change Order issued by the Owner, the Contractor shall have no claim for damages against the Owner or the Engineer, other than the price or prices agreed upon under Supplemental Agreement, or Change Order, but shall be entitled to such an extension of time for completion of

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the work as the Engineer certifies is equitable because of such obstruction, delay, Supplemental Agreement, or Change Order, provided that claim for a time extension is made by the Contractor, in writing within seven days from the end of the time when the alleged cause therefore shall have occurred. Time necessary for Shop Drawing review, for changes to meet actual conditions, and delays incurred by seasonal and weather limitations for the locality should be normally anticipated and are neither compensatory nor eligible for extensions of time. See also ARTICLE 00 10 12.01, COLLATERAL WORK, and 00 07 57.03, CHANGE ORDERS AND PAYMENT OR CREDIT THEREFOR.

00 07 56.07 ENGINEERING AND INSPECTION CHARGES

A. When the work embraced in the Contract is not substantially completed on or before the date specified therein, or within any time extensions granted by the Owner, engineering and inspection expenses incurred by the Owner in connection with the work from the specified or extended date of substantial completion until the date of actual Substantial Completion shall be charged to the Contractor. The date of actual substantial completion shall be determined as the date of issuance of the Notice of Substantial Completion.

B. Supplementary Agreements or Change Orders added to the original Contract, as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration by the Owner prior to assessing engineering and inspection charges against the Contractor.

C. In addition, should the Contractor apply for and receive dispensation to work more than eight hours per day or forty hours per week by the Industrial Commissioner, the Contractor will be charged the associated overtime premium rate for the Engineer's on-site inspection representative(s).

D. Should the remaining minor punch list items not be completed within sixty (60) days of the Notice of Substantial Completion or within any time extensions granted by the Owner, the Contractor shall pay the Owner for any engineering and inspection expenses incurred by the Owner from the specified or extended date of minor punch list completion until when such punch list items are fully complete.

E. These additional engineering and inspection charges shall be in the form of agreed-upon damages to the Owner and shall be deducted from moneys due or to become due the Contractor.

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00 07 56.08 PER DIEM CHARGES FOR DELAY

A. For each calendar day or fraction thereof that any work except minor punch list items as listed on the Notice of Substantial Completion shall remain uncompleted after the Contract time specified for the substantial completion of the work in the Information For Bidders or extensions thereof granted by the Owner, the Contractor shall pay the Owner agreed-upon damages as follows, unless modified in the Additional Instructions:

Original Contract Amount		Agreed-Upon Damages
From More Than	To and Including	Per Calendar Day
$ 0	$ 25,000	$ 50
$ 25,000	$ 50,000	$ 100
$ 50,000	$ 100,000	$ 200
$ 100,000	$ 500,000	$ 300
$ 500,000	$ 2,000,000	$ 500
$ 2,000,000	$ 5,000,000	$ 600
$ 5,000,000	$10,000,000	$ 800
$10,000,000		$1,000

B. The date of actual Substantial Completion shall be determined as the date of issuance of the Notice of Substantial Completion.

C. Such sums shall be in addition to engineering and inspection charges as provided for in ARTICLE 00 07 56.07 and shall not be in the nature of a penalty, but agreed-upon damages to the Owner in such case and shall be a part of the consideration of the Contract.

D. The sums and charges specified above shall be deducted from moneys due or to become due the Contractor and the amount still owing, if any, shall be paid on demand by the Contractor or the Surety. Such payments shall not relieve the Contractor or the Surety from any other obligation under the Contract.

E. Before assessing engineering and inspection charges, or per diem charges for damages, the Owner will give due consideration to any and all Supplementary Agreements and Change Orders as well as extenuating circumstances beyond control of the Contractor including any delays due to any preference, priority or allocation order duly issued by the Government. Such charges will be assessed, however, in cases in which the Owner considers the Contractor liable as the result of slow work, inefficient operation, insufficient labor, equipment or material, the removal and replacement of poor work, or other unwarranted reasons.

END OF SECTION

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GENERAL CONDITIONS

SECTION 00 07 57

CHANGES IN THE WORK

00 07 57.01 RIGHT TO ALTER CONTRACT

A. The Owner may at any time alter or modify the Contract Documents, and the Contractor shall conform to such alterations or modifications after the Owner and the Contractor shall have entered into a Supplementary Agreement in writing therefor. The Contractor shall perform no work and furnish no material in connection with the alterations or modifications, nor shall they receive any additional payment therefor, unless and until such a Supplementary Agreement has been executed, as required by law. The Owner and the Contractor agree that alterations and modifications thus made shall in no way compromise the validity or coverage of the original Contract or Bond, or the liability of the signers thereof. All work performed under any such Supplementary Agreement shall be subject to all the provisions of the original Contract not expressly altered or modified.

00 07 57.02 MINOR CHANGES

A. When ordered by the Engineer, the Contractor shall make minor changes in the location of the work, installation of equipment, and other things called for in the Contract, at no additional cost to the Owner. Such minor changes shall be limited to matters that do not alter the character, quantity or cost of the work as a whole. The Engineer shall be the sole judge of what constitutes a minor change.

00 07 57.03 CHANGE ORDERS & PAYMENT OR CREDIT THEREFOR

A. The Owner, without invalidating the Contract, may make changes by altering, adding to or deducting from the work the contract sum being adjusted accordingly. All such work shall be executed in conformity with the terms and conditions of the original Contract, unless otherwise provided in the order for same. Any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

B. No instructions, either written or verbal, shall be construed as an order for changes unless it be in the form of a Change Order, bearing the signed approval of the Owner and the signed acceptance of the Contractor, except in the case of disagreement as to value of changes, when the Contractor's signature to the order will not be mandatory. Change Order shall describe or enumerate the work to be performed and state the price, if any, to be added to or deducted from the Contract sum. If the nature of the work is such that a Change Order, as above, cannot be issued until the work has been advanced sufficiently to obtain exact quantities, said work will be authorized in writing by the Owner, with the accompanying

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statement that a Change Order will be issued when the necessary information is at hand.

C. Except as provided in the above paragraph, no change shall be made, unless in pursuance of a Change Order, and no claim for an addition to the Contract sum shall be valid unless so ordered. If the Contractor believes that any instructions, by drawing or otherwise, involves extra cost under their Contract, they shall give the Owner and the Engineer written notice and then proceed as indicated in Article 00 07 53.07, Contractor's Claim for Disputed Work.

D. The value of any Change Order shall be determined by one or more of the following methods and in the following order:

1. By prices specifically named in the specifications or proposals.

2. By acceptance of agreed unit prices based on estimated cost plus overhead and profit as applicable.

3. By estimate of the actual cost of labor and materials plus overhead and profit, cost to be determined as the work progresses.

4. By actual cost of labor and materials plus overhead and profit, cost to be determined as the work progresses.

5. By estimate of the value as deducible from the approved detailed estimate.

E. Overhead shall be defined as an allowance to compensate for all costs, charges and expenses, direct or indirect, except for the actual cost of labor and material as defined by the following paragraph. Overhead shall be considered to include, but not be limited to insurance (other than as mentioned in the following paragraph) bond or bonds, field and office supervisors and assistants above the level of foreman, use of small tools and minor equipment, incidental job burdens, general office expense, etc.

F. Actual cost of labor and material shall be defined as the amount paid for the following items, to the extent determined reasonable and necessary.

1. Cost of materials delivered to the job site for incorporation into the Contract work.

2. Wage paid to workmen and foremen and wage supplements paid to labor organizations in accordance with current labor agreements.

3. Premiums or taxes paid by the Contractor for Worker's Compensation Insurance, unemployment insurance, FICA tax and other payroll taxes as required by law, net of actual and anticipated refunds and rebates.

4. Sales tax paid as required by law.

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5. Allowance for use of construction equipment (exclusive of hand tools and minor equipment), as approved for use by the Engineer. The rate on self-owned equipment used for periods of under one week will be the Associated Equipment Distributor's published monthly rate divided by 22 days to establish a daily rate and divided again by eight hours to establish an hourly rate. Equipment used for periods of 5 days or more will be billed at a rate equal to 45% of the published monthly rate. In the alternative, the Engineer may approve for reimbursement a rate representing the allocable costs of ownership. Self-owned equipment is defined to include equipment rented from controlled or affiliated companies. Rented equipment will be paid for at the actual rental cost.

6. Gasoline, oil and grease required for operation and maintenance will be paid for at the actual cost. When, in the opinion of the Contractor, and as approved by the Engineer, suitable equipment is not available on the Site, the moving of said equipment to and from the Site will be paid for at actual cost.

7. When the material furnished under item (1) is used material, its value shall be pro-rated to the value of new material, but should be no more than its cost. When, in the opinion of the Engineer, the salvage value of salvageable material furnished under item (1) exceeds the cost of salvage, a suitable credit shall be given the Owner.

G. Regardless of the method used to determine the value of any change, the Contractor will be required to submit evidence satisfactory to the Engineer to substantiate each and every item that constitutes their proposal of the value of the change. The amounts allowed for overhead and profit shall not exceed the applicable percentages as established in the two following paragraphs.

H. If the work is done directly by the Contractor, overhead in an amount of 10% may be added if method B, C or D is used, and to the cost of the labor and materials plus overhead there may be added 10% for profit. The percentages for overhead and profit may vary according to the nature, extent and complexity of the work involved, but in no case shall exceed the percentages set forth in this paragraph and in the following paragraph. No percentages for overhead and profit will be allowed on payroll taxes or on the premium portion of overtime pay.

I. If the work is done by a Subcontractor, Subcontractor's overhead in the amount of 5% may be added to cost of labor and materials if method B, C or D is used and to the cost of labor and materials plus overhead there may be added 10% for the Subcontractor's profit. To this amount there may be added 10% for the Contractor's combined overhead and profit. No percentage for overhead and profit will be allowed on payroll taxes or on the premium portion of overtime pay. However, to the extent that the aggregate dollar value of changes under a contract exceeds $75,000, the 10% overhead applied to total costs of labor and materials incurred by the prime Contractor shall be reduced to 5%, and the combined

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overhead and profit of 10% applied to sub-contract billings shall be reduced to 5%. In addition, on all individual Change Orders in excess of $75,000, the overhead shall be no more than 5% of the total actual cost of labor and materials incurred by the prime Contractor, and the combined prime Contractor's overhead and profit allowance applied to Sub-contract billings shall be no more than 5%.

J. The Owner shall determine by which of the foregoing methods the value of any changes shall be computed.

00 07 57.04 CORRECTION OF WORK

A. Any materials, plant or equipment delivered to the Site for use in the work which may be disapproved by the Engineer as unsuitable or not in keeping with the Specifications shall be immediately removed by the Contractor from the Site.

B. If any portion of the work is damaged in any way, or if defects or faults develop before the Inspection at Substantial Completion and issuance of a Certificate of Substantial Completion, or before the expiration of the 12-month guarantee period, the Contractor shall repair, replace or otherwise make good the damage or defects to the satisfaction of the Engineer, regardless of whether the work may have previously passed the specified inspections and tests. No additional payment will be made for such remedial work.

C. Failure on the part of the Engineer to condemn defective work shall not imply acceptance of the work, nor act to release the Contractor from their obligations to repair, replace or otherwise make good the work at their own expense, notwithstanding that such work may have been estimated for payment or that partial or full payments may have been made therefor.

00 07 57.05 EMERGENCY POWERS UNIMPAIRED

A. The provisions of this shall not detract from the authority of the Contractor or the Engineer to act in case of emergency, as provided elsewhere in the Contract Documents.

END OF SECTION

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GENERAL CONDITIONS

SECTION 00 07 58

ASSIGNMENT & SUBCONTRACTS

00 07 58.01 SUBCONTRACTS

A. Should the Contractor desire to subcontract any portion of the work, they shall first submit to the Engineer a statement outlining the nature and amount of the work proposed to be subcontracted and the name of the person, firm or corporation they proposes as Subcontractor. If requested by the Engineer, the Contractor shall also provide a statement as to the proposed Subcontractor's experience, financial ability, insurance certificates, or other qualifications for the nature and scope of the work proposed to be undertaken.

B. The proposed Subcontractor shall not enter upon the Site nor perform any work, either on or off the Site, until written approval of the Subcontractor has been granted by the Engineer and the Surety.

C. Subcontracts shall in no way, directly or indirectly, release, compromise or modify the responsibility of the Contractor or the Surety for the satisfactory and full completion of the work. The Owner shall not be liable to any Subcontractor for any lien on structures to be constructed as part of the work or claim on moneys due the Contractor or any other lien, claim or damages whatsoever. The approval of the Engineer and the Surety of a Subcontractor shall in no way create a contractual obligation between the Owner and the Subcontractor.

D. In the event a Subcontractor shall disregard the directions of the Engineer, or fail in any other way to abide by all conditions of the Contract, the Contractor shall, upon written order of the Engineer, require the Subcontractor to discontinue work under the Contract.

E. The Contractor shall be responsible for the coordination of all of their Subcontractors engaged upon the work, both in connection with their own work and the work of other contractors, if any, working collaterally on the Project.

F. The divisions or sections of the various Contract Documents and Bid Items are not intended to define portions of the work to be divided among Subcontractors, nor to influence the Contractor to award Subcontracts, nor to limit or enlarge the work performed by any trade, unless a Subcontractor experienced in providing a certain specialized type of work is specifically required in the Contract.

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00 07 58.02 LIMIT OF SUBCONTRACTS VALUE

A. The Owner reserves the right to limit the total value of all Subcontracts to fifty (50) percent of the total Contract price.

00 07 58.03 ASSIGNMENT

A. In accordance with the provisions of Section 109 of the General Municipal Law of the State of New York, the Contractor shall not assign, convey, transfer, sublet or otherwise dispose of this Contract, or of their right, title or interest therein, or their power to execute such Contract, to any other person or corporation without the prior written consent of the Owner.

B. If the Contractor shall, without such consent of the Owner, assign, convey, transfer, sublet or otherwise dispose of this Contract to any other person or corporation, the Owner may revoke and annul the Contract, in which instance the Owner shall be relieved and discharged from any and all liability and obligations to the Contractor arising from the Contract, and to the persons or corporation to which the Contract shall have been assigned, conveyed, transferred, sublet or otherwise disposed of, and the Contractor and their assignees, conveyees, transferees or sublessees shall forfeit and lose all moneys theretofore earned under such Contract, except so much as they may be required to pay their employees.

C. Nothing herein shall prevent an assignment by the Contractor for the benefit of their creditors made pursuant to the laws of the State of New York.

00 07 58.04 PAYMENT

A. Payment to Subcontractors and/or material suppliers shall be in accordance with Section 106b of the General Municipal Law of the State of New York.

END OF SECTION

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GENERAL CONDITIONS

SECTION 00 07 59

PAYMENTS

00 07 59.01 ESTIMATED QUANTITIES

A. The Contractor agrees that the estimated quantities given in the Bid are only for the purpose of comparing bids and that they are satisfied with and will at no time dispute the said estimates as a means of comparing the aforesaid bids, that they will make no claim for loss of profits or anticipated profits because of any difference between the said estimated quantities and the quantities of the various classes of work actually furnished or performed, that the Owner shall not be held responsible if any of the said estimated quantities should be found to not even approximate those actually measured during performance of the work, and that the Engineer may direct an increase, decrease or omission of the quantities of any class or part of the work as may be deemed necessary or desirable.

00 07 59.02 PRICES ALL-INCLUSIVE

A. The price or prices herein agreed to shall be for the work complete, and shall include the furnishings of all labor, tools, plant, equipment and materials therefor, whether required directly or indirectly, unless otherwise specified.

00 07 59.03 LUMP SUM PRICES

A. A lump sum price stated in the Bid for an item shall be for the work complete as shown on the Plans and described in the Specifications for the corresponding item and shall include the cost of all labor, tools, plant, equipment and materials, specified or implied, incidental to the work of the item complete and ready for the service intended.

B. Within three weeks after execution of the Contract, the Contractor shall submit to the Engineer for approval three copies of a detailed schedule showing the breakdown of all lump sum bid prices in the Contract. The schedule shall indicate the quantities and amount estimated for each part of the work. The schedule shall be apportioned by the Contractor for labor and for materials, if so requested by the Engineer. The Contractor shall revise the schedule until it is satisfactory to the Engineer. The approved breakdown will be used in the preparation of monthly estimates and payments to the Contractor.

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00 07 59.04 UNIT PRICES

A. A unit price stated in the Bid for an item of the work specified to be measured for payment by units of volume, weight, area, length or number shall be paid for each unit of the net amount of the work of the item actually performed or furnished and incorporated in the finished work in accordance with the Specifications, Plans and as directed, as measured along the payment lines specified or shown, local custom to the contrary notwithstanding. It is agreed that the planimeter shall be considered an instrument of precision for the measurement on drawings and plans of areas in connection with the estimation of quantities in cases where geometric methods would be comparatively laborious.

00 07 59.05 MONTHLY ESTIMATES AND PAYMENTS

A. Unless otherwise noted in the Additional Instructions or the Specifications once each month, on a day of the month selected by the Engineer, they will make an estimate of the value of the work done during the previous month, provided such value exceeds one thousand dollars. The Engineer shall submit this Monthly Estimate to the Owner for payment. The Owner will pay the Contractor each month, within 30 days of the date of the Monthly Estimate, a sum equal to ninety-five (95) percent of the Monthly Estimate, retaining five (5) percent of each estimate until the work or major portions thereof is substantially completed.

B. The work will be considered Substantially Complete when the work of the Contract including all alterations or modifications (see Section 00 07 57 - CHANGES IN THE WORK) is at least ninety-nine (99) percent complete and the estimated value of minor items to be completed is equal to or less than one (1) percent.

C. The Engineer will include in the Monthly Estimates the delivered cost of equipment and non-perishable materials on site and off site which have been tested or inspected by the Engineer and approved by them for incorporation in the work. Only equipment and materials for which the Contractor furnishes the Engineer receipted invoices as evidence that they have unconditional title thereto will be included. Such invoices shall be furnished the Engineer at least ten days in advance of the established date of preparation of Monthly Estimates.

D. The Contractor shall provide and maintain insurance for the said equipment and materials (on site and off site) as specified in 00 07 52.03.

E. Payments made for materials and equipment delivered will in no way affect the Contractor's responsibilities regarding the same.

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00 07 59.06 WITHDRAWAL OF RETAINED PERCENTAGE

A. Pursuant to Section 106 of New York State General Municipal Law and notwithstanding any inconsistent provisions of any general, special or local law under any contract made or awarded by any political subdivision, or any officer, board or agency thereof, or of any district therein, the Contractor may, from time to time, withdraw the whole or any portion of the amount retained from payments to the Contractor pursuant to the terms of the Contract, upon depositing with the Fiscal Officer of the Political Subdivision or district therein (1) bonds or notes of the United States of America, or obligations, the payment of which is guaranteed by the United States of America, or (2) bonds or notes of the State of New York, or (3) bonds of any political subdivision of the State of New York, of a market value equal to the amount withdrawn. The Fiscal Officer of the Political Subdivision or of a district therein, from time to time shall pay the same, when and as collected, to the Contractor who deposited such obligations. When the deposit is in the form of coupon bonds, the coupons shall be delivered to the Contractor as they respectively come due. The Contractor shall not be entitled to interest or income on, or the coupons of, any obligations so deposited by them, the proceeds of which shall have been used or applied by the Political Subdivision or district therein pursuant to the terms of the Contract. The Fiscal Officer shall be entitled to charge a reasonable fee for such service.

00 07 59.07 OWNER'S RIGHT TO WITHHOLD PAYMENTS

A. The Owner may withhold from the Contractor such portions of any approved payments due them as the Owner may judge necessary to:

1. Protect the Owner from loss due to defective work not remedied;

2. Failure to provide work schedule or revisions thereto;

3. Assure the payment of just claims then due and unpaid for labor or materials;

4. Protect the Owner from loss due to injury to persons or damage to the work or property of other Contractors, Subcontractors, or others caused by acts of neglect of the Contractor or their Subcontractors. The Owner shall have the right as agent for the Contractor to apply moneys so withheld as the Owner may deem proper to secure such protection or satisfy such claims, and such payments shall be deemed made for the account of the Contractor.

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00 07 59.08 INSPECTION AT SUBSTANTIAL COMPLETION

A. The Engineer will make an Inspection of the work as soon as possible after the Contractor gives written notice that the work is substantially complete. The Contractor shall assist the Engineer, as may be required, in making the Inspection. Cost to the Contractor, if any, to assist the Engineer in making the Inspection shall be included in the appropriate bid item as selected by the Contractor and no additional payment will be made to the Contractor for their work. After making the Inspection, the Engineer will notify the Contractor in writing of the results, including particulars regarding any part of the work which, in their opinion, is incomplete or requires correction or additional cleaning. The Contractor shall make good any incomplete or defective work before again asking for another Inspection. If in the opinion of the Engineer the work is substantially complete, the Engineer shall issue in writing a Notice of Substantial Completion. Said Notice will list those minor items requiring completion before Final Payment.

B. See also ARTICLE 00 07 57.04, CORRECTION OF WORK.

00 07 59.09 CERTIFICATE OF SUBSTANTIAL COMPLETION

A. Upon issuance of the Notice of Substantial Completion by the Engineer, and the submission by the Contractor of a written statement from Surety that the Performance Bond (Labor & Materials Payment Bonds included) in the amount of one hundred (100) percent of the value of the Contract is in force for a period of one year following the date of Notice of Substantial Completion, the Engineer will file a Certificate of Substantial Completion with the Owner and the Contractor, certifying that the work is substantially complete and setting forth the amount of work performed and compensation earned by the Contractor. All prior estimates of the amount and value of work performed shall be subject to correction in this certification.

00 07 59.10 PAYMENT AT SUBSTANTIAL COMPLETION

A. Within 30 days after the filing of the Certificate of Substantial Completion the Owner will pay the Contractor one hundred (100) percent of the full value of the work certified therein, less twice the value of any minor work remaining to be completed and all prior payments and advances to or for the account of the Contractor, and the amount necessary to satisfy any claims, liens or judgements against the Contractor which have not been discharged.

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00 07 59.11 FINAL PAYMENT

A. The Contractor shall fully complete the remaining minor items within sixty (60) days of the issuance of the Notice of Substantial Completion.

B. Upon certification by the Engineer that the remaining items of the Contract including all corrections, alterations and/or modifications have been completed and that no repairs, renewals or replacements are required of the Contractor, or that, if required, such remedies have been effected, the Engineer shall prepare a Final Payment request recommending to the Owner payment to the Contractor of the amount retained at the time of substantial completion less any amount necessary to satisfy any claims, liens or judgements against the Contractor which have not been discharged.

C. Within 30 days after the receipt from the Contractor of acceptable affidavits, certificates or waivers as evidence that no right to any claim or lien exists, the Owner will pay the remainder of the Contract as indicated in the Final Payment.

D. See also Article 00 01 50.06, VERIFICATION OF AMOUNTS DUE FOR WAGES AND SUPPLEMENTS.

00 07 59.12 ACCEPTANCE OF FINAL PAYMENT

A. Acceptance by the Contractor of the Final Payment shall serve as a release to the Owner of all claims and of all liability to the Contractor for all things done or furnished in connection with the work, and for any and all acts of neglect of the Owner or others relating to or because of the work, except the Contractor's claim for interest upon the Final Payment, if this payment is unduly delayed. No payment whatsoever shall operate to release the Contractor or the Surety from their obligations under the Contract or Bond.

00 07 59.13 GUARANTEE INSPECTION

A. On or about one year from and after the date of the Notice of Substantial Completion, the Engineer will again inspect the work. The Contractor shall assist the Engineer, as may be required, to make the one year inspection. Cost to the Contractor, if any, to assist the Engineer in making the one year inspection shall be included in the appropriate bid item as selected by the Contractor and no additional payment will be made to the Contractor for this work. The Contractor shall provide any and all repairs, renewals or replacements which may be revealed as necessary in this Guarantee Inspection and which, in the opinion of the Engineer, are the responsibility of the Contractor. Should the Contractor fail to comply with written instructions of the Engineer regarding these remedies, the Owner will cause the remedies to be made by others and will pay the cost which will be reimbursed by the Contractor and/or their Surety.

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B. The Contractor and their Surety agree that the Contractor's Performance Bond (Labor & Materials Payment Bonds included) shall cover fully all guarantees as specified herein and in ARTICLE 00 07 52.01.

00 07 59.14 ACCEPTANCE OF PORTIONS OF THE WORK

A. The Owner reserves the right to accept for their service and use any portion of the work at any time during the life of the Contract without prejudice to the Owner in enforcing any provisions of the Contract.

B. The Owner may accept the portion or portions of the work which is substantially complete under the following agreed procedures:

1. The Contractor will be notified by the Engineer in advance as to what portion or portions of the work the Owner intends to accept for their use and service.

2. The retained percentage for the Substantially Completed portion or portions of work shall be released in accordance with ARTICLE 00 07 59.09.

3. The guarantee period applicable to that portion or portions of the work shall start from the date of acceptance.

4. The remaining minor items of the portion or portions of substantially completed work shall be finished or corrected to the satisfaction of the Engineer.

5. The Owner will assume responsibility for maintenance, heat, utilities and insurance on accepted portion or portions of the work.

6. All applicable provisions specified in this Section for work deemed substantially complete shall apply.

00 07 59.15 REPAIR OR REPLACEMENT OF DAMAGED, DEFECTIVE OR FAULTY WORK

A. If any portion of the work is damaged in any way, or if defects or faults develop before the inspection at Substantial Completion, or before the expiration of the 12-month guarantee period, the Contractor shall repair, replace or otherwise make good the damage or defect to the satisfaction of the Engineer, regardless of whether the work may have previously passed the specified inspections and tests. No additional payment will be made for such remedial work.

B. Failure on the part of the Engineer to condemn defective work shall not imply acceptance of the work, nor act to release the Contractor from their obligations to repair, replace or otherwise make good the work at their own expense,

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notwithstanding that such work may have been estimated for payment or that partial or full payments may have been made therefor.

00 07 59.16 PAYMENT TO SUBCONTRACTORS BY CONTRACTOR

A. Within fifteen calendar days of the receipt of the payment from the Owner, the Contractor shall pay the Subcontractors, and/or material suppliers a sum equal to the value of the work performed less any amount necessary to satisfy claims, liens or judgements that have been discharged less any amount retained as hereafter described.

1. The retained amount shall not exceed more than 5% on each payment except that 10% of each payment may be retained, if the Subcontractor(s) and/or material suppliers failed to provide a Performance Bond (Labor & Materials Payment Bonds included) in the full amount of the Sub-contract.

2. The Contractor shall not retain any money from Subcontractor(s) and/or material suppliers, after receipt of the Certificate of Substantial Completion payment.

B. Within fifteen calendar days of the receipt of the payment from the Contractor, the Subcontractor(s) and/or material suppliers shall pay each of their Subcontractors and/or material suppliers in same manner as the Contractor has paid the Subcontractor(s) and/or material suppliers.

C. The Owner shall not be under any obligation to see that the Contractor makes any payment to a Subcontractor and/or material suppliers.

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END OF SECTION

GENERAL CONDITIONS

SECTION 00 07 60

CONTRACT TERMINATION

00 07 60.01 OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

A. The Owner, by seven days written notice to the Contractor and without prejudice to any other rights or remedies it may have, may terminate the employment of the Contractor and their right to proceed, either as to the entire work or any portion thereof on which delay shall have occurred, and may take possession of and complete the work by contract or otherwise, as the Owner may deem expedient, in the event of any of the following:

1. If the Contractor shall refuse or fail, after being warned by the Engineer, to supply enough competent workmen, equipment or proper materials, or

2. If the Contractor shall refuse or fail to perform the work or any part thereof with sufficient diligence to insure its completion within the time specified, or shall fail to complete the work within said period, or

3. If the Contractor shall fail to promptly pay persons supplying labor or materials for the work, or

4. If the Contractor shall fail or refuse to regard laws, ordinances, permits or orders from the Engineer or otherwise substantially violate any provision of this Contract, or

5. If the Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors, or

6. If a receiver or liquidator shall be appointed for the Contractor or for any of their property and shall not be dismissed within 20 days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said 20 days.

B. If the Owner so terminates or stops the Contractor, the Contractor shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of moneys to be paid the Contractor hereunder shall exceed the cost of completing the work, including the cost of additional administrative, managerial, engineering, and inspection services and or delay, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor and the Surety shall be liable to the Owner for the excess.

C. If the right of the Contractor to proceed is terminated as provided herein, the Owner may take possession of and use in completing the work such materials,

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plant, equipment, supplies and appliances as may be on the Site and necessary to the work, provided that the termination was not made pursuant to paragraphs "E" or "F" above.

00 07 60.02 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

A. In the event the work shall be halted by order of a Court or any other public authority having jurisdiction for a period of 90 days or more without act or fault of the Contractor or any Subcontractor, the Contractor, upon 10 days written notice to the Owner, may terminate the Contract or discontinue performance of the work. In either case the liability of the Owner to the Contractor shall be determined as provided in ARTICLE 00 07 60.01, except that the Contractor shall not be obligated to pay to the Owner any excess of the cost of completing the work over the unpaid balance of the payments to be made to the Contractor hereunder.

00 07 60.03 OTHER TERMINATION PROVISIONS

A. In addition to the provisions set forth in this Section 00 07 60, specific references relating to termination or cancellation of the Contract are contained elsewhere herein. These include but are not limited to:

00 01 50.03	NON-DISCRIMINATION AND LABOR PRACTICES
00 07 52.03.A	WORKER'S COMPENSATION INSURANCE
00 07 56.03	PROGRESS
00 07 58.03	ASSIGNMENT

END OF SECTION

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GENERAL CONDITIONS

SECTION 00 07 61

DESCRIPTION & DELINEATION OF THE WORK

00 07 61.01 INTENT OF PLANS AND SPECIFICATIONS

A. The intent of the Plans, Specifications and other Contract Documents is to provide for the work outlined and delineated therein, complete in every detail for the purpose designated. The Contractor agrees to furnish everything necessary for the work as intended, any omission in the Plans or Specifications notwithstanding.

B. The Contractor shall furnish all materials, tools, plant equipment and labor, except those specifically set forth herein as to be furnished by the Owner, required to construct and place in complete and satisfactory working order the work contemplated by the Contract Documents. The mention in any part of the Specifications of any specific liability, duty or responsibility of the Contractor will not be construed as a restriction, limitation or waiver of any general liability, duty or responsibility of the Contractor, such mention being merely for explanatory purposes. The Contractor shall be solely responsible for the adequacy of their plant, tools and equipment, approval of the Engineer notwithstanding.

C. The Contractor shall do the work in a manner judged to best promote rapid construction consistent with due regard for the safety of life and the preservation of property, the satisfaction of the Engineer, and the intent of the Contract Documents.

D. The Contractor shall:

1. make all necessary excavations or embankments.
2. do all clearing and grubbing.
3. place all sheeting, shoring, bracing and supports.
4. furnish all underdrains.
5. provide draining, pumping bailing, ditching and diking for surface or below ground water.
6. provide all things necessary to protect, support and maintain structures, utilities, drains, conduits, culverts, trees, fences, poles, walls, earth banks, shrubbery, sidewalks, railways, roadways and drives.
7. repair all damage done to items in (6) above.
8. do all fencing, lighting and watching.
9. drive all piles and construct all foundations.
10. construct all concrete, brick, stone, tile and timber work.
11. place all iron and steel work and reinforcement.

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12. lay all water pipes, sewers, drains and conduits and make all connections to or between such.
13. resurface and repave all streets, sidewalks, roads or drives open cut or damaged.
14. refill all trenches and excavations.
15. provide all fences, bridges, fills, detours and signs for maintenance of travel in public ways.
16. make all connections to or between existing structures and utilities.
17. construct all buildings and structures.
18. furnish and install equipment.
19. clean up and dispose of all rubbish and surplus materials.

00 07 61.02 INTERPRETATION OF PLANS & SPECIFICATIONS

A. The Engineer shall interpret the Plans and Specifications, and any Change Orders or Supplemental Agreements. Anything shown on the Plans but not included in the Specifications, or mentioned in the Specifications but not shown on the Plans, shall have the same effect as if set forth in both. In the event of a conflict between the Plans and Specifications, the Specifications shall govern. The attention of the Engineer shall be called to any discrepancies, as required by ARTICLE 00 13 40.06.

00 07 61.03 CONTRACT DRAWINGS

A. The location, nature and many details of the work are shown on the Contract Drawings. The work shall be constructed as shown on these Plans and such other drawings as may be issued during the life of the Contract by the Engineer, or furnished by the Contractor and approved by the Engineer.

B. The purpose of the Contract Drawings together with other Contract Documents, is to provide Bidders with sufficient information to prepare adequate and equitable Bids and to provide an adequate and equitable basis for the Agreement. The Contract Drawings may or may not provide sufficient detail for the actual construction of all segments of the work as shown and specified. The Contractor shall furnish Construction Drawings or other drawings, as specified or requested, or, as may be required to adequately delineate for their workers all details necessary for the work.

C. The Contract Drawings were prepared on full-size prints. Reduced-size prints may have been prepared for the convenience of Bidders and others. During construction, the Contractor shall obtain data and information from full-size prints in preference to reduced-size prints.

D. Unless otherwise stated in the Information For Bidders, the Contractor will be furnished, free of charge, three copies of the Contract Documents, including three sets of Contract Drawings. Any other copies of the Contract Documents which

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the Contractor may desire can be obtained by their from the Engineer at the cost of duplication thereof.

E. The Contractor shall keep at least one set of Specifications and one full-size set of Plans on the Site, and shall at all times give the Engineer and the Owner access thereto.

00 07 61.04 ADDITIONAL OR SUPPLEMENTAL DRAWINGS

A. The Engineer may prepare Additional Drawings or Supplemental Drawings during the course of the work, in connection with minor changes, Change Orders, Supplemental Agreements, or to augment or amplify the Contract Drawings or other drawings, or as part of orders or instructions, and the Contractor shall abide by such drawings in the same manner as specified for the Contract Drawings.

B. Drawings required by the Contractor are discussed in Article 00 13 40.01.

END OF SECTION

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GENERAL REQUIREMENTS

SECTION 00 10 12

COLLATERAL WORK

00 10 12.01 COLLATERAL WORK

A. The Owner may award other contracts in connection with the Project, the work under which may proceed concurrently with the work of this Contract. In this event the Contractor shall coordinate their operations with those of the other contractors, and shall cooperate with them in the arrangement for the storage of materials and performance of the work.

B. The Contractor and their Subcontractors shall keep themselves informed of the progress of the work of other contractors and subcontractors and shall notify the Engineer immediately of defective workmanship or insufficient progress on the part of others, where such will interfere with their own operations. Either failure of the Contractor to keep themselves informed of the progress of work under other contracts on the Site, or failure of the Contractor to give proper notice of same, shall be deemed as acceptance by them of the status of the work under other contracts as it may affect their own work.

C. See also ARTICLE 00 07 56.04, APPROVED WORK SCHEDULES, and ARTICLE 00 07 56.06, TIME EXTENSIONS.

END OF SECTION

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GENERAL REQUIREMENTS

SECTION 00 10 15

CONTRACTOR USE OF PREMISES

00 10 15.01 AREA AVAILABLE FOR CONTRACTOR'S USE

A. The Contractor shall confine their operations to those portions of the Owner's property, and to the right-of-ways or easements, temporary or permanent, acquired or designated for the work of the Contract as shown on the Drawings. Private property adjacent the Site shall not be entered upon or used by the Contractor for any purpose without the written consent of the Owner thereof. A copy of such consent shall be filed with the Engineer.

B. When required, the Contractor shall provide and maintain fences at their own expense, along the roadways and around the grounds occupied by them for the protection of adjoining property and all persons lawfully using same. Fences shall be of materials and construction suitable in the opinion of the Engineer for their intended purpose.

C. All work within or abutting private property shall be performed in such ways as to create the minimum of inconvenience and disturbance to the private property and its users. Excavated materials or supplies of any kind shall not be stored on off-site public or private property without written consent of the Owner thereof, and all walks and drives shall be kept open to uninterrupted passage. A copy of each such written consent shall be filed with the Engineer.

D. Materials delivered upon public streets shall be neatly stored between the sidewalk and the curb or ditch line, and at least 10 feet from any fire hydrant. A passageway of at least three feet shall be preserved on the sidewalk line.

00 10 15.02 TRAVEL NOT OBSTRUCTED

A. The Contractor shall not needlessly hinder or inconvenience travel on any public or private way, nor shall they wholly obstruct same without written permission of the Owner. If they are permitted to obstruct a traveled way, the Contractor shall provide plain and appropriately worded signs and adequate barricades and lighting at the nearest cross streets, and at each end of the obstructed portion, announcing such obstruction and directing traffic to and along an approved detour.

B. Unless otherwise specified or permitted, all entrances and exits of fire houses, industrial plants, commercial buildings and public buildings shall be kept open and maintained in passable condition at all times. The Contractor shall give notice to the owner of each traveled way before interfering therewith.

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00 10 15.03 CLEANING UP

A. The Contractor shall remove from the Site and dispose of, at their own expense, all rubbish, refuse and unused materials, as the work progresses. If such work is neglected, the Engineer will give written notice thereof to the Contractor. If the work is not performed within five days thereafter, the Owner will employ other persons to do such work, and the expense thereof shall be deducted from any monies due or to become due the Contractor.

B. The Contractor shall clean and leave free from obstruction all pipes, buildings, manholes and other structures. This work shall be coordinated with the Engineer's Inspection at Substantial Completion, or as directed. All rubbish, refuse, unused materials, plant and equipment shall be removed from the Site, and the entire Site shall be left in a neat condition. All equipment installed in the work by the Contractor shall be cleaned and left in a bright and new-appearing condition.

END OF SECTION

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GENERAL REQUIREMENTS

SECTION 00 10 19

SITE CONDITIONS

00 10 19.01 PRE-BID INSPECTION & EXAMINATION

A. The Contractor warrants and represents that they visited the Site prior to submitting their Bid, and that they have satisfied themselves as to the location and nature of the work and the quantity, quality, type and nature of both surface and subsurface structures and materials apt to be encountered.

B. See also 00 07 53.01.B.

00 10 19.02 BORINGS

A. Any data on subsurface conditions that may have been obtained by the Owner prior to the advertisement for bids, through test borings, test pits, seismic explorations, or other means, was obtained by the Owner for their sole use and only for their own purposes. Any such data, known or recalled as of the date of advertisement for bids, are shown on separate drawings or in separate schedules and reports which are not any part of the Contract Documents. All such data are made available to Bidders, the Contractor and other interested parties only as a convenience and without express or implied representation, assurance or guarantee that any of the information is complete, correct, or adequate or representative of a true or typical picture of subsurface conditions on the Site.

B. The Contractor, both during their status as Bidder and after execution of the Contract, shall satisfy themselves as to the nature, character, quality and quantity of above ground and below ground conditions apt to be encountered. Any reliance on data made available by the Owner shall be at the Contractor's sole risk.

C. No claim whatsoever shall be made by the Contractor against the Owner or Engineer for or on account of such data available, or neglected to be made available, by the Owner or Engineer.

D. The Contractor at any time, and any holder of Contract Documents during the period between advertisement for and receipt of bids, will be permitted to make test borings, test pits, soundings or similar subsurface investigations on the Site. Prior to making these investigations the Contractor and/or any holder of Contract Documents must notify the Engineer when and where they propose to make such investigations.

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E. The locations where test boring samples, if any, may be examined are given in the Additional Instructions.

F. See also ARTICLES 00 07 53.01.B, 00 07 53.07, 00 07 59.01, 00 10 19.04 and 00 10 19.06.

00 10 19.03 PROTECTION OF EXISTING STRUCTURES

A. The Contractor shall at all times have on the Site suitable and sufficient plant and materials to adequately protect, support and sustain any and all existing structures and facilities, whether above or below ground, and shall use same as may be necessary or required to protect, support and sustain any and all such structures as may become weakened, endangered, undermined or uncovered.

B. They shall, at their own expense, support and sustain in their places and protect from direct or indirect damage all water, gas, steam, air or other mains or pipes, sanitary and storm water sewers and drains, conduits, subways, service connections, buildings, poles, wires, fences, pavements, sidewalks, curbs, railways, trees and other structures and property and appurtenances thereto on or in the vicinity of the Site, and shall assume all liability for damage thereto, including damage arising out of settlement or lateral movement of walls of excavations, whether occurring during performance of the work or the 12-month period of guarantee.

C. In the event of damage or danger to any such structure or facility the Contractor shall immediately notify the Engineer, and shall promptly repair or protect the structure as the Engineer may direct.

00 10 19.04 EXISTING STRUCTURES BELOW GROUND

A. The Contract Drawings show the location and character of certain existing subsurface structures and facilities apt to be encountered in excavations or located in such proximity to the work as to require precautions for their protection. The sizes, materials, locations and depths shown are only approximate, and the Contractor shall satisfy themselves as to the accuracy and completeness of such information. The Contractor shall not be relieved from any of their obligations, nor be entitled to claim for damages or additional compensation, sustained or arising out of inadequacy or inaccuracy of the information given.

00 10 19.05 ABANDONED STRUCTURES

A. Any structures, facilities or appurtenances therefor which are abandoned or become so by reason of the work, shall, at the Contractor's expense, be broken up and filled with approved material, if directed by the Engineer.

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00 10 19.06 LATENT SUB-SURFACE CONDITIONS

A. In the event that latent sub-surface conditions are found to materially differ from those on which the Plans and Specifications are based, the Contractor shall immediately notify the Engineer before they are disturbed. After prompt investigation, the Engineer will determine what changes, if any, should be made in the Plans and Specifications because of the revealed conditions, and shall instruct the Contractor accordingly. Any change in the cost of the work resulting therefrom shall be adjusted as provided in Section 00 07 57.

00 10 19.07 ADJUSTMENT OR CHANGES OF EXISTING STRUCTURES

A. If, in the opinion of the Engineer, an underground pipe or other structure requires realignment or relocation, and such realignment or relocation was not included in the Plans or Specifications, the Engineer will issue a Change Order for such work, and the Contractor shall be compensated therefor as provided in Section 00 07 57. The Contractor shall strip or uncover and support or sustain the structure at their own expense prior to such Change Order, as part of their work under the original Contract, and they shall not be entitled to claim for damage or delay due to its presence or discovery.

B. Wherever existing utilities come within limits of the work, the Contractor shall notify both the Engineer and the Utility before in any way disturbing same. Any work of realignment, relocation, removal or extension of the utilities shall be done as mutually agreed by the Utility, the Contractor and the Engineer. The Contractor shall maintain satisfactory drainage of the excavation at all times from revelation of the structure until completion of its realignment or readjustment. Interruption of service by utilities shall be kept to a minimum.

C. The Contractor shall not cause nor permit interference with or hindrance to any municipal department, individual, public service corporation, or other company in protecting its structures and facilities, nor in removing, replacing or relocating same.

00 10 19.08 MAINTENANCE AND RESTORATION OF SERVICE

A. The Contractor shall, at their own expense, provide for the maintenance of flow in all water courses and all sanitary and storm sewers, drains, connections and appurtenances thereto. The contents of sewers, drains or service connections shall not be permitted to flow into excavations, sewers or other parts of the work without written permission of the Engineer, and the Contractor shall, at their own expense, immediately remove from the Site and adequately dispose of all offensive matter, in an approved manner.

B. The flow of water, and normal water pressure, in all water mains, conduits and service connections encountered on the Site, shall be provided for and maintained by the Contractor at their own expense. When water mains or service connections

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must be disturbed to the extent that service must be shut off, the Contractor shall give at least 24 hours notice to the Utility and all customers served by the lines involved. Such notice shall give the estimated times of shut-off, and restoration of service. If fire hydrants are involved, the fire department serving the area shall be similarly notified.

C. In the event of accidental disruption of water service, it shall be deemed an emergency, and the Contractor shall proceed with the necessary repairs immediately and continuously, giving this work priority over all other operations, until service has been satisfactorily restored. The Contractor shall give immediate notice of such break or service interruption to the Engineer, the Utility, and all customers affected, and shall supply, at their own expense, assistance in supplying an emergency source of water when necessary by means of temporary lines, tank trucks, or other means. All lines and connections shall be restored to the satisfaction of the Engineer and the Utility.

D. All portions of the foregoing provisions regarding water service which are applicable to sewer, gas, telephone or other services shall apply also to maintenance and emergency repair of such services.

00 10 19.09 POLES & POSTS ON-SITE

A. Poles or posts of any Utility located within the lines of the work which, in the opinion of the Engineer, will impede progress of the work, shall be supported or removed and replaced by the Contractor at their own expense and in accordance with the requirements of the Utility involved. The Contractor shall remove, relocate, replace or support all other poles and posts at their own expense and to the satisfaction of the Engineer.

B. The Contractor shall employ no equipment which will unduly interfere with wires or other overhead facilities.

00 10 19.10 NOTIFICATION OF OTHER PARTIES

A. In addition to notices to Utilities and others required elsewhere herein, the Contractor shall give written notice of their proposed construction operations to the owners of all public and private utilities at least seven days in advance of breaking ground in any area in which a utility is located. Copies of each such notice shall be simultaneously sent to the Engineer.

END OF SECTION

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GENERAL REQUIREMENTS

SECTION 00 10 51

LAYOUT OF WORK

00 10 51.01 INFORMATION PROVIDED BY ENGINEER

A. The Engineer will provide, on the Contract Drawings, sufficient information for the Contractor to establish baselines, offsets and other survey control points. Unless otherwise noted, no additional survey work will be provided by the Engineer.

00 10 51.02 SERVICES PROVIDED BY CONTRACTOR

A. Unless otherwise noted in the Additional Instructions or Specification, the Contractor will establish such additional lines, grades and elevations as they deem necessary and will include the following:

1. Structures & Buildings: Corner stakes at all principal corners of exterior walls or foundations. Two bench marks in the vicinity of the structure or building.

2. Sewers: Offset grade line stakes, on one side, with stations approximately forty linear feet on centers.

3. Water Mains & Force Mains: When laid to grade, the same as for sewers. When not laid to grade, none.

4. Roads & Runways: Offset center line grade stakes, on one side, with stations approximately fifty linear feet on centers.

5. Embankments: Slope stakes on both sides at approximately one hundred linear feet on centers, with additional stakes at principal breaks in grade.

6. Tunnels & Borings: Center line and offset baseline on the surface, on starting end. Also, one progress check every fifty linear feet of long tunnels.

7. Other Types of Construction: The Contractor will provide control stakes as they deem necessary to properly layout their work.

8. On Traverse or Cross-country type of construction, such as pipelines and roads, a temporary center line may be required for clearing purposes.

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9. The Contractor will issue a grade letter for pipeline and road construction which is to be laid or installed to a predetermined grade. All other stakes will have the information marked on a witness stake beside the hub.

B. The Contractor shall provide all the necessary materials for control points, including all: stakes, hubs, lath, grade boards, cleats, nails and such other materials as may be required.

C. The Contractor shall also provide such non-technical assistance as may be required in the establishment of marks, other than primary or basic controls, such as clearing sight lines and driving stakes.

D. The Contractor shall erect and establish all grade boards, batter boards and construction control lines from the information provided by the Engineer.

E. The Contractor shall layout the work to best suit their methods of operations, using the Engineer's information provided to assure the construction will be in the position the design anticipated.

00 10 51.03 OBLIGATIONS OF THE CONTRACTOR

A. The Contractor shall carefully preserve and protect all stakes, marks, monuments and points provided or described by the Engineer, and shall reimburse the Owner for any and all additional engineering costs incurred because of the replacement or reestablishment of any such items which may be moved, removed, obliterated or destroyed due to their construction operations. When directed, the Contractor shall provide suitable barricades for the protection of points.

B. The Contractor shall bear the entire cost of rectifying work improperly done due to their own negligence in preserving and protecting marks, or to moving or removing same without approval of the Engineer.

C. They shall inform the Engineer a reasonable time in advance of their operations of the times and places they propose to work, so that lines, grades and elevations may be established and necessary measurements for record and payment may be made with the minimum of inconvenience or delay to either themselves or the Engineer. No additional compensation will be paid the Contractor for any delay caused by insufficient notice.

00 10 51.04 LINES, GRADES AND ELEVATIONS

A. The terms "invert" or "grade" used in the Contract Documents in connection with pipes, sewers, channels, flumes and similar structures shall mean the inside bottom of the pipe or other surface on which the liquid flows along the center line of the completed work. "Subgrade" refers to the bottom line or surface to which excavations are necessarily made to construct the work as shown or specified,

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exclusive of any additional depth of excavation required for any special foundation.

B. The term "Grade Letter" shall mean a data sheet giving the amount of cut or fill from offset stakes to the invert or grade.

C. All work shall be constructed in accordance with the lines and grades shown, specified or directed. The Contractor shall be responsible for maintaining alignment and grade between points provided or described on the Contract Drawings.

00 10 51.05 MASONRY CHASES, OPENINGS AND INSERTS

A. If the Owner awards other contracts for collateral work on the Site, it shall be the obligation and responsibility of the General Contractor to provide all openings and chases in their work to fit both their own work and that of the other contractors. The General Contractor shall provide all openings shown on the Contract Drawings, or reasonably implied thereby, as confirmed or modified by Additional Drawings or drawings submitted by Contractors and approved by the Engineer.

B. Where pipes or conduits pass through slabs or walls, the sleeves or opening forms shall be provided by the installer of the pipes or conduits but shall be placed by the General Contractor.

C. If hanger inserts or similar items are required, they shall be furnished by the installer of the pipe or other equipment for which the hangers are intended, but shall be placed by the General Contractor.

D. Any expense resulting from mislocated, defective, or ill-timed work shall be borne by the Contractor responsible therefor. No Contractor shall alter the work of another Contractor without the consent of the Engineer and knowledge of the Contractor involved, and no Contractor shall endanger any work by cutting, excavating or other operations.

00 10 51.06 PAYMENT FOR LAYOUT OF WORK

A. The cost to the Contractor of providing the services and materials specified in this Section 00 10 51 shall be included in the price, or total of prices, given in the Bid on which the Agreement is based, and no separate payment will be made therefor. Any cost to the Owner for additional engineering layout work, as set forth in ARTICLE 00 10 51.03, will be deducted from monies due or to become due the Contractor.

END OF SECTION

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GENERAL REQUIREMENTS

SECTION 00 10 64

SAFETY AND HEALTH

00 10 64.01 SAFETY AND HEALTH REGULATIONS

A. The Contractor shall comply with the U.S. Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standard Act (PL 91-54), latest revisions.

B. In order to protect the general public and the lives and health of their employees under the Contract, the Contractor shall comply with all pertinent provisions of the latest issues of the Federal Register, Bureau of Labor Standards, Safety and Health Regulations; New York State Industrial Code Rule 30 pertaining to Tunneling Operations; New York State Industrial Code Rule 23 pertaining to Trenching Operations; and the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under this Contract. In case of a conflict between the above noted authorities, the most stringent shall prevail.

C. The Contractor shall have on the project site at all times, while work is in progress, at least one person skilled in safety and health procedures and familiar with State and Federal safety and health regulations whose responsibility shall be to observe methods and procedures. They shall have the duty and authority to stop and/or correct all unsafe and unhealthy conditions.

00 10 64.02 SAFETY AND FIRST AID

A. The Contractor shall at all times exercise caution in their operations and shall be responsible for the safety and protection of all persons on or about the Site. All hazards shall be avoided or guarded in accordance with the provisions of the Manual of Accident Prevention in Construction of the AGCA, unless such provisions contravene local law. The safety provisions of all applicable laws, codes and ordinances shall be observed.

B. The Contractor shall provide and maintain at the Site, at each location where work is in progress, as part of their plant, an approved first aid kit. Ready access thereto shall be provided at all times when workers are employed on the work.

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C. The Contractor shall take due precautions against infectious diseases, and shall arrange for the immediate isolation and removal from the Site of any employee who becomes ill or is injured while engaged on the work.

00 10 64.03 DUST HAZARDS

A. If, in the construction of the work covered by the Contract, a harmful dust hazard is created for which appliances or methods for the elimination of dust have been approved by the Board of Standards and Appeals, such appliances or methods shall be installed and maintained and effectively operated by the Contractor at their expense.

B. The Contract shall be void and of no effect unless the Contractor complies with the provisions of this subdivision of the Contract and Labor Law Section 222-a.

END OF SECTION

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GENERAL REQUIREMENTS

SECTION 00 13 40

SUBMITTALS

00 13 40.01 DRAWINGS FURNISHED BY THE CONTRACTOR

A. The Contractor shall prepare, or cause to be prepared by their suppliers or Subcontractors, and submit to the Engineer for review, Shop Drawings, Setting Drawings, Working Drawings and Construction Drawings as may be specified or directed or necessary to the performance of the work. Deviations from the drawings and specifications shall be called to the attention of the Engineer at the time of the first submission of Shop Drawings, or other drawings, for consideration. Corrections or comments made on the Shop Drawings or other drawings during review do not relieve the Contractor from compliance with the requirements of the Contract Drawings and Specifications. Approval is only for general conformance with the design concept of the Project and with information set forth in the Contract Drawings and Specifications. Contractor is responsible for dimensions to be confirmed and correlated at the job site, information that pertains solely to the fabrication process or to the means and methods of construction, coordination with the work of all trades, and performing all work in a safe and satisfactory manner. Approval does not modify Contractor's duty to comply with the Contract Documents.

B. Within thirty days of the execution of the Agreement, the Contractor shall submit a schedule of submittals which includes a complete list of products proposed for the work tabulated by Specification Section, including manufacturer or fabricator, model number or other identifying designation.

C. Shop, Setting or Working Drawings shall be submitted for each type and model of fabricated materials and equipment. They shall provide complete and accurate working dimensions, weights, assembly and sectional views, details necessary to coordinating the work, anchor bolt and installation plans and instructions, parts lists and descriptions, materials and finishes lists, lists of any tools and spare parts required, diagrams of control wiring and piping, the location, sizes and types of connections to other work or other items, and any other data required to comply with the Contract or provide the workmen and the Engineer with information necessary to complete and inspect the work.

D. Electrical equipment drawings and data shall show physical dimensions, installation details, elementary and connection diagrams for each motor controller, interconnection diagrams for all equipment, identification of components external to electrical equipment, the coordination of control circuits, and definition of the contract arrangement and control action of the primary and final control elements.

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E. If the Contractor proposes to furnish and install equipment requiring a layout or arrangement materially changed from that shown on the Contract Drawings as illustrative of one acceptable arrangement, they shall submit, for review, drawings showing the proposed arrangement and the appertaining changes to wiring, piping, structures and other equipment.

F. Submittals such as pre-printed manufacturers' installation instructions, maintenance data, parts lists, test results, or similar informational material are not considered Shop Drawings and will not be reviewed. Any submittal not required or otherwise requested will be returned to the Contractor.

G. See also ARTICLE 00 13 40.08, ADDITIONAL ENGINEERING COSTS.

00 13 40.02 TRANSMITTAL, IDENTIFICATION AND RESUBMITTAL

A. Unless otherwise approved, all Shop Drawings shall be submitted electronically. The Contractor shall accompany all drawings and other data submitted to the Engineer with a letter of transmittal to the attention of the designated Shop Drawing coordinator for the project.

B. All drawings shall be suitably identified with the name of the Project, Contract Number, Contractor name, name of the equipment or materials manufacturer, specification section designation and item number (if applicable) date, and initials indicating approval of such submittal by the Contractor under the applicable specification.

C. If the Engineer makes comments or corrections, they will be noted on the drawings, or explained in a letter of transmittal, or both. The Contractor shall make any requested revisions or additions and resubmit the drawings in the same manner as for the initial submittal.

D. After the Engineer completes its review, the submittal will be marked with one of the following dispositions:
1. Approved
2. Approved as Noted
3. No Action Required
4. Revise and Resubmit
5. Not Approved

E. Submittals marked "Approved": Submittals that conform to the Contract Documents without comment will be issued a disposition of "Approved". The Contractor may order, fabricate, or ship the materials included in the submittal.

F. Submittals marked "Approved As Noted": Submittals that conform to the Contract Documents with correction of minor clarifications or omissions will be issued a disposition of "Approved As Noted". The Contractor may order,

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fabricate, or ship the materials included in the submittal that incorporates the Engineer's comments.

G. Submittals marked "No Action Required": Informational submittals will be issued a disposition of "No Action Required", acknowledging to the Contractor the Engineer's receipt of the submittal.

H. Submittals marked "Revise and Resubmit": Submittals that include a named manufacturer or supplier, but contain insufficient information to determine conformance to the Contract Documents will be issued a disposition of "Revise and Resubmit". The Contractor shall make corrections to satisfy the deficiencies indicated and repeat the submittal procedure. The resubmittal shall conform to the submittal numbering procedure specified herein.

I. Submittals marked "Not Approved": Submittals that do not conform to the Contract Documents will be issued a disposition of "Not Approved". The Contractor shall revise the submittal to incorporated equipment or products that comply with the requirements of the Contract Documents.

J. Upon return of a submittal marked "Approved" or "Approved as Noted", the Contractor may order, ship or fabricate the materials so noted. A submittal marked "Approved as Noted" should not be resubmitted for further review. Submittals marked "Revise as Noted - Resubmit" include extensive corrections or corrections of major importance affecting other items and require the submittal to be amended and resubmitted for a final review. Submittals marked "Rejected - Resubmit as Specified" are reserved for materials or equipment which are unacceptable. The Contractor shall resubmit for materials or equipment which are acceptable and in accordance with the Specifications.

K. More than one resubmittal per material or equipment will be considered an additional cost to the Engineer which shall be reimbursed by the Contractor. Refer to Article 00 13 40.08 for method of reimbursement.

00 13 40.03 DELAY THROUGH TARDY SUBMITTAL

A. All submittals shall be made on such a schedule and at such time as to permit adequate review. The Contractor shall make due allowance for possible revisions and resubmittals. Delays caused by tardy submittal of drawings or data for review shall be the responsibility of the Contractor. No work covered by submitted drawings, or drawings specified to be submitted, shall be performed until such drawings and data have been reviewed.

B. See also ARTICLE 00 07 56.04, APPROVED WORK SCHEDULES.

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00 13 40.04 CONTRACTOR RESPONSIBLE FOR ACCURACY

A. The Contractor shall be responsible for the accuracy and completeness of the drawings and other data they submit, for their conformity to the Plans and Specifications, and for the proper fit and clearance of all construction work.

B. The Owner retains for the Engineer the option to refuse to review submitted data that are improperly identified or incomplete or which have not been checked by the Contractor for compliance with the Contract Documents.

00 13 40.05 ADDITIONAL INSTRUCTIONS

A. The Engineer may from time-to-time issue additional instructions to the Contractor as may be necessary to amplify, augment, modify or clarify the Contract Documents. These may be in the form of drawings, specifications, interpretations, orders and instructions, and may be in connection with or made a part of a Supplemental Agreement, Change Order, or Minor Change.

B. See also SECTION 00 07 57, CHANGES IN THE WORK.

00 13 40.06 DRAWINGS TO BE CHECKED BY CONTRACTOR

A. The Contractor shall check all dimensions, quantities and representations in the Specifications, Contract Drawings, Additional Drawings and all Supplemental Agreements, Change Orders and Instructions, and shall immediately notify the Engineer of any and all errors, omissions, or discrepancies therein which they may find. The Contractor will not be permitted to take advantage of any such error, omission or discrepancy in any Contract Document or subsequent document, as full instructions will be provided by the Engineer in such case.

00 13 40.07 SUBSTITUTES AND "OR-EQUAL" ITEMS

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item, the Specification or description is intended to establish the type, function and quality required. Unless the Specification or description contains or is followed by words reading that no like, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment may be accepted by the Engineer under the following circumstances:

1. "Or-Equal": If in Engineer's sole discretion an item of material or equipment proposed by Contractor is of similar quality and functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed equal items.

2. Substitute Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, it will be considered a proposed substitute item. Contractor shall submit sufficient information as provided below in advance to provide adequate time to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the Engineer will include the following or as the Engineer may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall first make written application to Engineer for review thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time, whether or not the substitute for use in the work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish additional data about the proposed substitute.

00 13 40.08 ADDITIONAL ENGINEERING COSTS

A. In the event that the Contractor fails to submit acceptable Shop Drawings (i.e., Shop Drawings which are returned marked "Approved" or "Approved as Noted") within two submittals, further review of the Shop Drawings will be considered an Additional cost. Similarly, all Engineering Costs associated with the review of a substitution will be considered an Additional cost.

B. Additional Engineering Costs include redesign, additional Shop Drawing reviews, investigations, consultant fees and revisions to the Contract Documents required because of the proposed substitution. Additional Engineering Costs will be the total of:

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1. Billing Rates Schedule
2. Direct Expenses Plus 10%
3. Consultant Fees Plus 10%

C. Additional Engineering Costs shall be deducted from Contractor Payments by the Owner, in accordance with the Agreement for Engineering Services between the Owner and the Engineer.

END OF SECTION

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GENERAL REQUIREMENTS

SECTION 00 15 06

WORK UNDER UNUSUAL CONDITIONS

00 15 06.01 WORK AFTER DARK

A. Unless specifically required elsewhere herein, the Contractor shall perform no work after dark except in emergencies. When time permits, they shall inform the Engineer in advance of such work and shall obtain the Engineer's approval. When time does not permit advance notice to the Engineer, they shall inform the Engineer at the earliest possible moment.

B. The placing of concrete shall be so scheduled as to be started early enough in daylight hours to allow sufficient time for the completion of the section under construction before dark, including the work of finishers.

C. When, in order to minimize interference with existing structures or utilities, or maintain traffic, it may, in the opinion of the Engineer, be expedient or necessary to do work after dark, such work shall be performed by the Contractor at no additional cost to the Owner, and the Contractor shall provide adequate lighting therefor.

00 15 06.02 WORK ON SUNDAYS OR HOLIDAYS

A. Unless specifically required elsewhere herein, the Contractor shall do no work on Sundays or locally recognized legal Holidays except in an emergency, and then shall confine their operations to only the work considered necessary to be performed at such time.

00 15 06.03 WORK IN STORMS

A. If required by the Engineer, masonry work and the mixing and placing of concrete shall be halted during rain storms, and all fresh work shall be immediately protected with suitable coverings. The Contractor shall keep a sufficient quantity of such coverings at the Site as part of their plant and equipment.

B. No paving, exterior painting, fine grading, seeding or roofing shall be done during rain or snow storms.

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00 15 06.04 WORK IN COLD WEATHER

A. Certain Specifications contain provisions prohibiting the performance of certain work in cold weather, or outlining the conditions under which such work may be so performed. In the absence of specific mention elsewhere in the Contract Documents, the judgement of the Engineer shall govern in any case where temperature may adversely affect or prevent the performance of good work.

END OF SECTION

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GENERAL REQUIREMENTS

SECTION 00 15 10

SERVICES DURING CONSTRUCTION

00 15 10.01 SANITARY FACILITIES

A. The Contractor shall provide on the Site, at their own expense, one or more toilets, suitably screened from public observation for the use of all persons employed on the work. They shall be provided, maintained and removed, when directed, by the Contractor, in such quantity, locations and manner as approved by the Engineer. Contents shall be removed and disposed of in a manner and at such times as shall be approved. Chemical toilets are to be preferred.

B. The Contractor shall not permit or condone the committance of nuisances on or about the Site. Any employee found violating these provisions shall be discharged in accordance with the provisions of ARTICLE 00 07 54.02.

C. The Contractor shall comply with any and all sanitary regulations as may have been established for the locality.

D. If the Owner awards other contracts for collateral work on the Project, the provision of sanitary convenience shall be the responsibility of the General Contractor, and all such facilities shall be made available to other Contractors and all Subcontractors until the date of the Certificate of Substantial Completion of the General Contract. Each Contractor, however, shall be individually responsible for the acts of their employees and Subcontractors, and for all provisions of this Section after completion of the General Contract.

00 15 10.02 WATER

A. The Contractor shall provide at all times sufficient drinking water from an approved source and by approved means, for all persons having reason to be on the Site in connection with the work.

B. If an ample supply is owned or controlled by the Owner, and is available at or near the Site, such supply will be made available to the Contractor, subject at all times to the requirements of the Owner established therefor, and at a cost to the Contractor as determined by the current schedule of charges filed by the Utility for all customers. Permission to use the water must be obtained in writing.

C. If water is obtained from a public or private supply not owned or controlled by the Owner, the Contractor shall make such arrangement for service with the owners thereof as they may require.

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D. Non-potable water for other than drinking purposes may be obtained at the Site from the ground or surface sources, at the Contractor's own expense. The water must, however, be suitable for the purpose intended and shall be approved by the Engineer. The Specifications, for instance, contain requirements for water for making concrete and mortar.

E. If the Owner awards other contracts for collateral work on the Project, it shall be the responsibility of the General Contractor to obtain potable water for drinking purposes, and such water shall be made available to all Contractors, until the date of the Certificate of Substantial Completion for the General Contract. Each Contractor, however, shall be individually responsible for providing potable water for their own employees and their Subcontractors after completion of the General Contract.

F. If the General Contractor provides water, whether potable or non-potable, for their own purposes during construction of the work, besides drinking water, such water shall be made available to other Contractors and their Subcontractors during the life of the General Contract. Removal of temporary facilities shall be by the General Contractor, but such installation and meters shall remain until need therefor by each Contractor has ceased, or until the date of the Certificate of Substantial Completion of the General Contract. Each Contractor shall provide their own services after completion of the General Contract.

00 15 10.03 TEMPORARY HEAT

A. If the Owner awards other contracts for collateral work on the Project, it shall be the obligation and responsibility of the General Contractor to provide and maintain temporary heat in all above ground structures, and in all below ground structures other than manholes and similar pipeline appurtenances, by means of portable electric, oil or gas-fired appliances. The General Contractor shall provide and pay for all fuel and electric power used by such appliances, and any wiring or connections required, and shall provide suitable smoke pipes or other devices to prevent the deposit of smoke or smudge on building components or equipment.

B. After their installation by the Heating & Ventilating Contractor, the permanent heating system facilities may be used for temporary heating purposes, the operation thereof, and any temporary wiring or piping required and all power consumed shall be the obligation and responsibility of the General Contractor, who shall also be responsible to the Heating & Ventilating Contractor for the repair of any damage of work of the Heating & Ventilating Contract suffered as the result of use by the General Contractor.

C. After enclosure of all spaces to be heated, except for doors, windows and similar apertures, temporary enclosures for all apertures shall be provided. Temperatures in the entirety of such spaces shall be continuously maintained at not less than 50oF between October 15 and May 15, unless written permission is granted otherwise by the Engineer. The General Contractor shall securely install on each

floor of each building near the center of the building, a suitable thermometer. Either the temporary or the permanent heating system shall be available for around-the-clock use during the season specified above.

D. The Owner will supply all heat after the date of the Certificate of Substantial Completion of the General Contract.

E. No portion of the Temporary Heat provisions herein contained shall be construed to waive or modify any provisions regarding maintenance of air or materials temperatures for the protection of the work contained elsewhere in the Contract Documents.

00 15 10.04 TEMPORARY ELECTRIC LIGHT AND POWER

A. If the Owner awards other contracts for collateral work on the Project, it shall be the obligation and responsibility of the General Contractor to provide and maintain temporary facilities for furnishing light and power necessary for operations under the General Contract, and to make all necessary arrangements therefor, including all required conductors, outlets and connections, ordering the meter, paying all fees and inspection charges and pay for all power bills until the date of the Certificate of Substantial Completion of the General Contract.

B. The facilities shall be available to other Contractors and their Subcontractors for their use in connection with their work. The installation and meters shall remain until need for same by each Contractor has ceased, or until the date of the Certificate of Substantial Completion of the General Contract. Each Contractor shall provide their own services after completion of the General Contract.

C. It shall be the responsibility of the General Contractor to provide, prior to the completion of their Contract, temporary power of proper voltage and capacity necessary to test and operate all equipment installed under this Contract.

00 15 10.05 PAYMENT FOR SERVICES DURING CONSTRUCTION

A. The General Contractor will receive no direct payment for providing, maintaining or removing any of the temporary facilities or services specified in this Section 00 15 10, and compensation for same shall be included, in the price, or total of prices, given in the Bid on which this Agreement is based, and no separate payment will be made therefor.

END OF SECTION

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GENERAL REQUIREMENTS

SECTION 00 15 68

EROSION AND SEDIMENT CONTROL

00 15 68.01 GENERAL

A. The Contractor shall control erosion and sediment caused by construction activities through the use of scheduling, phased construction and restoration, berms, dikes, dams, sediment basins, fiber mats, netting, gravel, mulches, grasses, slope drains and other erosion control devices or methods.

B. In the event of conflict between these specification requirements and pollution control laws, rules or regulations of other Federal, State or local agencies, the more restrictive laws, rules or regulations shall apply.

00 15 68.02 CONTROL SCHEDULE

A. At the preconstruction conference, or prior to the start of the applicable construction, the Contractor shall be required to submit, for acceptance, their schedules for the accomplishment of erosion and sediment control. They shall also submit, for acceptance, their proposed method of erosion and sediment control on haul roads and borrow pits and their plan for disposal of waste materials or control details for other potential sources of pollution.

B. The Contractor shall schedule and conduct their operations to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, impoundments (lakes, reservoirs, etc.) and lands adjacent to or affected by the work. Construction of drainage facilities and performance of other contract work which will contribute to the control of erosion and sedimentation shall be carried out prior to earthwork operations and maintained in conjunction with earthwork operations. The area of bare soil exposed at any one time by construction operations shall not exceed the maximum acreage allowable under applicable State and Federal laws.

00 15 68.03 CONTROL MEASURES

A. In carrying out erosion control measures, the Contractor will be guided by, but not limited to, the following controls:

1. When borrow material is obtained from other than commercially operated sources, erosion of the borrow site shall be so controlled both during and after completion of the work that erosion will be minimized and sediment will be prevented from entering streams or other bodies of water. Waste

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or disposal areas and construction roads shall be located and constructed in a manner that will prevent sediment entering streams.

2. Frequent fording of live streams will not be permitted; therefore, temporary bridges or other structures shall be used wherever an appreciable number of stream crossings are necessary. Unless otherwise approved in writing by the Engineer, mechanized equipment shall not be operated in live streams.

3. When work areas or gravel pits are located in or adjacent to live streams or other bodies of water, such areas shall be separated from the main stream by a dike or other barrier to prevent entry of sediment into a flowing stream. Care shall be taken during the construction and removal of such barriers to prevent the muddying of a stream or body of water.

4. All waterways shall be cleared as soon as practicable of falsework, piling, debris or other obstructions placed during construction operations and not a part of the finished work.

5. Ditches which are filled, or partly inoperative shall be cleaned, stabilized, and made operative before the Contractor stops work for any day, and shall be maintained in a condition satisfactory to the Engineer for the duration of the Contract.

6. Water from aggregate washing, dewatering or other operations containing sediment shall be treated by filtration, settling basin or other means sufficient to reduce the turbidity so as not to cause a substantial visible contrast to natural conditions in the receiving waters.

7. Pollutants such as fuels, lubricants, bitumens, raw sewage and other harmful materials shall not be discharged into or near rivers, streams, and impoundments or into natural or man-made channels leading thereto. Wash water or waste from concrete mixing operations shall not be allowed to enter live streams or other bodies of water.

8. All applicable regulations of environmental protection agencies, conservation agencies, and fish and wildlife agencies and statutes relating to the prevention and abatement of pollution shall be complied within the performance of the Contract.

9. Slopes exceeding 15 percent require special treatment such as water diversion berms, straw bale sediment barriers, sodding, fabric blankets or mesh, or the use of an approved mulch tacking agent over straw or hay mulch applied over seeded areas.

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B. The erosion and sediment control features installed by the Contractor shall be acceptably maintained by the Contractor throughout the Contract period. When it becomes necessary, the Engineer will inform the Contractor of unsatisfactory construction procedures and operations insofar as erosion control, water and air pollution are concerned. If the unsatisfactory construction procedures and operations are not corrected promptly, the Engineer may suspend the performance of any or all of other construction until the unsatisfactory condition has been corrected.

00 15 68.04 PAYMENT

A. Unless a specific payment item is included in the Bid, payment for Erosion and Sediment Control shall be included in the price, or total of prices, given in the Bid on which this Agreement is based, and no separate payment will be made therefor.

END OF SECTION

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GENERAL REQUIREMENTS

SECTION 00 15 77

BASIC MAINTENANCE OF TRAFFIC

00 15 77.01 GENERAL

A. This work shall consist of basic maintenance and protection of traffic within the limits of and for the duration of the Contract.

00 15 77.02 TRAVEL NOT OBSTRUCTED DURING EXCAVATION

A. The Contractor shall not needlessly hinder or inconvenience travel on any public or private way, nor shall they wholly obstruct same without written permission of the Owner. If they are permitted to obstruct a traveled way, the Contractor shall provide plain and appropriately worded signs and adequate barricades and lighting at the nearest cross streets and at each end of the obstructed portion, announcing such obstruction and directing traffic to and along an approved detour.

B. Unless otherwise specified or permitted, all entrances and exits of fire houses, industrial plants, commercial buildings and public buildings shall be kept open and maintained in passable condition at all times. The Contractor shall give notice to the Owner of each traveled way before interfering therewith. A minimum of 24 hours notice shall also be given to local police and fire control agencies.

00 15 77.03 BASIC MAINTENANCE AND PROTECTION OF TRAFFIC

A. Traffic shall be maintained over a reasonably smooth traveled way which shall be so marked by signs, delineators, guiding devices and other methods that a person who has no knowledge of conditions may safely and with a minimum of discomfort and inconvenience ride, drive or walk, day or night, over all or any portion of the highway and/or structure under construction where traffic is to be maintained.

1. Surface. Maintain the surface condition of the traveled way so it is consistent with the appropriate speed limit.

2. Drainage. Maintain the drainage facilities and other highway elements, old or new, including detours.

3. Bus Stops. Maintain existing bus stops, if any, so bus passengers are reasonably accommodated.

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4.	Pedestrian Traffic.	Provide adequate protection for pedestrian traffic during all phases of construction.
5.	Intersecting Highways.	Provide ingress and egress to and from intersecting highways, homes, businesses and commercial establishments.
6.	Dust Control and Spillage.	Control dust and keep the traveled way free from materials spilled from hauling equipment. This shall also apply to dust control and spilled material resulting from the Contractor's operations in the areas outside the Contract limits. The Contractor shall provide for the control of dust, as necessary, during the construction period. Dust shall be controlled by water spray, or as approved by Engineer. Exposed soils shall be graded, seeded and mulched as soon as practicable.
7.	Flaggers.	Provide the necessary traffic control equipment and flaggers for adequate traffic control on the traveled way.
8.	Repairs.	Make the necessary repairs to existing pavement and structure wearing surfaces as required to provide a reasonably smooth traveled way where vehicle operation is maintained.
9.	Responsibility to the Public.	Protect the public from damage to person and property which may result directly or indirectly from any construction operation.
10.	Snow and Ice Control.	Maintain the traveled way in such a condition and conduct operations in such a manner that snow and ice may be readily controlled by others as and when necessary, and in such a manner that proper drainage is provided for the melting of snow in the banks resulting from normal plowing. The Contractor shall not, however, be responsible for snow and ice control on the pavement or traveled way.

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00 15 77.04 PAYMENT

A. Unless a specific payment item is included in the Bid, payment for Basic Maintenance of Traffic shall be included in the price, or total of prices, given in the Bid on which this Agreement is based, and no separate payment will be made therefor.

END OF SECTION

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GENERAL REQUIREMENTS

SECTION 00 15 80

PROJECT SIGN

00 15 80.01 GENERAL

A. If directed in the Additional Instructions, the Contractor shall provide and erect a project sign or signs at the project site identifying the project and the applicable funding agencies participating in the project. The project sign(s) shall also indicate the title and description of the project, Owner, Engineer and Contractor. The sign(s) shall be erected within twenty-one (21) days after the construction contract is awarded, and shall be in accordance with the specifications and detailed drawing included in the Additional Instructions.

00 15 80.02 SIGN PANEL

A. Each sign panel shall be constructed of 3/4" minimum thickness marine plywood rabbetted into a 2" x 4" lumber frame. All fasteners used in the construction of each sign shall be of a rustproof nature.

00 15 80.03 PAINTING

A. Each sign face shall be painted with the proper paint colors for the background, lettering and emblem as specified in the Additional Instructions. All supports, trim and the back of the sign panel, shall be painted with at least two coats of the same color paint as used for each sign face. All paint used shall be exterior grade paint, suitable for use on wood signs.

00 15 80.04 MISCELLANEOUS

A. Sign(s) shall be located in a prominent position and aligned as determined by the Engineer. Adequate support for the project sign(s) shall be provided by the Contractor. The bottom edge of each sign shall be a minimum of 3 feet above grade. The project sign(s) shall be maintained in good condition by the Contractor for the duration of construction. The removal of the project sign(s) from the construction site by the Contractor shall be at the completion of construction, when ordered by the Engineer.

00 15 80.05 PAYMENT

A. Unless a specific payment item is included in the Bid, payment for Project Sign, including fabrication, erection, maintenance and removal of each sign, shall be included in the price, or total prices, given in the Bid on which this Agreement is based, and no separate payment will be made therefor.

END OF SECTION

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GENERAL REQUIREMENTS

SECTION 00 15 90

ENGINEER'S FIELD OFFICE TRAILER

00 15 90.01 DESCRIPTION

A. Unless waived by provisions within the Additional Instructions, the Contractor shall provide a field office trailer for the exclusive use of the Engineer and their assistants. The trailer shall be separate from that of the Contractor, and shall be ready for occupancy within ten days following execution of the Contract.

00 15 90.02 FACILITIES TO BE PROVIDED

A. The name of the supplier and proposed layout shall be submitted to the Engineer and approved prior to delivery of the trailer.

B. The trailer office shall be new or in first class condition and shall be not less than 12 feet by 56 feet, excluding the tongue.

C. Washroom with hot water supply and toilet facilities within the trailer shall be supplied with potable water and connected to a sanitary sewage disposal system. The trailer shall be fully air conditioned. A gas or oil heat system shall be provided within the field office. A minimum of one month's fuel storage shall be provided, together with the necessary appurtenances to control heat and check fuel storage. Heating and air conditioning equipment shall be capable of maintaining an air temperature of 70°F.

D. An individual, unlisted, direct line telephone service shall be provided for the exclusive use of the Engineer. Telephone service, local and toll charge calls, shall be paid by the Contractor.

E. It shall be the responsibility of the Contractor to maintain the field office trailer and all facilities furnished with it. Maintenance shall include removal of snow, janitorial services, and adequate protection of pipes.

F. It shall be the Contractor's responsibility to furnish adequate heat, electric power and light to the field office trailer at their expense. Adequate lighting shall consist of a minimum, of four, two lamp, 4' fluorescent lights.

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G. The following office furniture and equipment shall be furnished with the trailer:

Two 8' flat top double desks with 2 sets of two drawer metal file cabinets in each desk.

1 built-in drafting table 36" x 72" with double storage cabinets underneath.

4 swivel chairs.

2 drafting stools.

1 four drawer, fireproof legal size filing cabinet with lock.

2 plan racks with space for 5 plan hangers each.

4 wall coat hooks.

2 large metal waste baskets.

1 refrigerator, minimum 2 cubic feet.

00 15 90.03 LOCATION

A. The trailer shall be erected on an approved location convenient for inspection of the work, as directed by the Engineer. The field office trailer shall be moved once if directed by the Engineer.

00 15 90.04 PAYMENT

A. Payment for the Engineer's Field Office Trailer, and all services to be provided with it, not included under other unit or lump sum price items shall be made at the price stated in the Bid.

END OF SECTION

GENERAL REQUIREMENTS

SECTION 00 16 40

MATERIALS, EQUIPMENT AND WORKMANSHIP

00 16 40.01 MATERIALS AND WORKMANSHIP - GENERAL REQUIREMENTS

A. All workmanship, materials, equipment and appliances shall comply in all respects with the applicable Specifications, unless specific exception is made.

B. All materials furnished or incorporated in the work shall be new, unused and of the quality and characteristics specified. Used materials may be furnished or incorporated in the work only under special circumstances and only with the Engineer's prior written approval. If the quality or characteristics of any material are not specifically set forth in the Contract Documents, the material used shall be that customarily used in first class work of a similar nature and character.

C. All workmanship in manufacture and construction not specifically covered in the Specifications shall be of the first class order and equal to that customarily used in first class work of a similar nature and character. The Contractor shall exercise special care during construction to make all structures watertight.

D. See also ARTICLE 00 07 54.02 and 00 07 53.08.

00 16 40.02 SAMPLES, TESTS AND INSPECTIONS

A. All materials, equipment and workmanship shall be subject to inspection, examination and tests by the Engineer, or persons or corporations designated by them, at any and all times during manufacture or construction and at any place or places where manufacture or construction are performed.

B. If required by the Specifications, or if requested by the Engineer, the Contractor shall submit to the Engineer for examination, testing and approval, typical samples of materials and appliances. Samples shall be submitted sufficiently in advance of the time they are proposed to be used in the work so that neither rejections and re-submittals nor the time reasonably required for testing shall cause delay. Each unit, lot or batch of materials submitted shall be properly tagged or labeled and identified with the portion of the work for which they are intended. Transmittals shall be covered by a letter of transmittal in the manner specified for the submittal of drawings ARTICLE 00 13 40.02.

C. All laboratory tests called for in the Specifications or requested by the Engineer shall be performed at the Contractor's expense. Documentary evidence that materials pass the required inspection and tests shall be furnished to the Engineer prior to the use of the materials in the work. Bureaus, laboratories and agencies

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used for the inspection and testing of materials, equipment and appliances will be selected by the Contractor, who will submit their names to the Engineer for approval prior to the performance by them of any tests.

00 16 40.03 REMOVAL OF FINISHED WORK FOR INSPECTION

A. If, at any time prior to the date of the Certificate of Substantial Completion, the Engineer considers it necessary or advisable to examine any portion of the work already completed by removing or tearing out materials or coverings, or by excavating or otherwise exposing the portion of the work to be examined, the Contractor, upon receipt of a written request from the Engineer, shall promptly perform such work as is necessary so to do.

B. If the work in question is found to be defective, or not in conformance with the Specifications, due to the fault of or omission of the Contractor, or if any work shall be covered over without the consent or approval of the Engineer, whether or not defective, the Contractor shall bear all the expense of such removal, tearing out, excavating or exposing and of satisfactory reconstruction.

C. If, however, such consent or approval shall have been given, and the work exposed is found to be satisfactory and in conformance with the Specifications, the Contractor shall be compensated for the expenses of such removal, examination and reconstruction as provided in ARTICLE 00 07 57.03.

00 16 40.04 FIELD TESTS

A. The Contractor, at their own expense, shall conduct all tests specified or required by law or permit of installed equipment and materials, when ordered by and under the supervision of the Engineer. The Engineer at their own discretion may make additional field tests of materials and equipment on the Site. The Contractor shall furnish, at their own expense, the materials required for all field tests and reasonable labor and plant to assist the Engineer in conducting the tests.

00 16 40.05 MANUFACTURERS AND SUPPLIERS

A. Within 30 days following the execution of the Contract, the Contractor shall submit to the Engineer the name or names of the manufacturers or vendors from whom they propose to purchase the equipment and materials specified for the work. Following approval of the manufacturer or supplier by the Engineer, the Contractor shall submit complete and detailed drawings, bulletins, specifications and other data in connection with the equipment and materials and arrangement thereof they propose. See also ARTICLES 00 13 40.01 through 00 13 40.04 and 00 13 40.06.

B. No award shall be made by the Contractor, and no work in connection with the equipment or materials shall proceed prior to review of the submitted data. All

items of equipment of like type shall be the product of one manufacturer, unless specified otherwise or specifically permitted by the Engineer.

00 16 40.06 EXPERIENCE AND EQUIVALENT CLAUSES

A. Unless otherwise specified, shown or permitted, all equipment and materials shall be the product of manufacturers who have built equipment or produced materials of a like or similar type, character, size and capacity for at least three years prior to submittal for approval and who, if requested by the Engineer, shall submit evidence thereof.

B. Wherever reference is made in the Contract Documents to any specific material, equipment, appliance or model, it is understood that any product considered to be equivalent by the Engineer may be used, and such reference is for the purpose of illustration and establishment of a standard. This provision is understood to hold true in all instances, use or omission of the term "or equal" notwithstanding.

00 16 40.07 INSTALLATION OF EQUIPMENT

A. All equipment shall be installed in a neat and workmanlike manner as shown on the Plans or as directed, and shall be accurately leveled, aligned and adjusted for satisfactory operation and so installed that all necessary connections can be readily made.

B. The Contractor shall furnish, install and protect all necessary bearing plates, guides, rails, anchor and attachment bolts and fastenings and all other appliances and appurtenances required for the installation of all components of the equipment specified. Adequate templates and installation drawings and instructions shall be provided. Anchor bolts shall be of the size, type and material recommended by the manufacturer or directed by the Engineer.

C. The Contractor shall furnish all oils and greases for initial operation, and shall provide the Engineer with a list of the lubricants used on each item of equipment. Insofar as possible, all lubricants shall be obtained from one manufacturer, approved by the Engineer and by the equipment manufacturers. Each piece of equipment shall bear a substantial metal or plastic nameplate, securely fastened in a convenient place inscribed with the name of the manufacturer, the year of manufacture, model number, serial number and basic rating data.

00 16 40.08 TOOLS, ACCESSORIES AND MANUALS

A. Unless otherwise specified, the Contractor shall furnish for each type, model or size of equipment a complete set of any special tools and accessories, suitably identified, which may be required to adjust, operate, repair or maintain the equipment.

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B. The Contractor shall also furnish and deliver to the Engineer five complete sets of bulletins, diagrams, parts lists, instructions, manuals and other data required for operation, maintenance and repair of the equipment.

00 16 40.09 CARE AND PROTECTION OF THE WORK

A. During the life of the Contract, the Contractor shall be solely responsible for the care and protection of the work and for all materials, appliances, supplies and equipment to be used in the work, both during storage and after installation or incorporation in the work. They shall protect all materials to be used in the work, all work in progress, and all completed work from damage by flood, fire, freezing or other undesirable results of weather, accident, theft and vandalism. Any damage or loss shall be made good by the Contractor at their own expense before a Certificate of Substantial Completion will be issued.

B. See also ARTICLES 00 07 59.07, 00 07 59.08 and 00 07 57.04.

00 16 40.10 ABSENCE OF ENGINEER

A. The Contractor shall perform no backfilling or covering operations of any underground portions of the work until after the Engineer or their inspector shall have inspected or tested and approved the work. If such work is covered in absence of an inspector, it shall be exposed by the Contractor for inspection as specified in ARTICLE 00 16 40.03.

END OF SECTION

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SECTION 02 40 00

DEMOLITION AND REMOVAL

PART 1 - GENERAL

1.01 DESCRIPTION

A. Under this Section, the Contractor shall furnish all labor, materials and equipment for Demolition and Removal, as shown on the Plans, as specified and/or directed.

1.02 REFERENCES

A. The publications listed below and their latest revisions form a part of this Specification to the extent referenced. The publications are referred to in the text by the basic designation only.
   1. American National Standards Institute, Inc. (ANSI) Publications:
      a. A10.4 - Safety Requirements for Personnel Hoists and Employee Elevators for Construction and Demolition Operations
      b. A10.6 - Demolition Operations – Safety Requirements
   2. National Fire Protection Association (NFPA) Publication:
      a. 241 - Safeguarding Construction, Alteration and Demolition Operations
   3. New York Code Rule and Regulations/Department of Labor:
      a. 12 NYCRR - Protection in Construction, Demolition and Part 23 Excavation Operations
   4. Occupational Safety and Health Administration (OSHA) Regulations:
      a. 29 CFR Part 1926 - Regulations for Construction

1.03 GENERAL REQUIREMENTS

A. Do not begin demolition until authorization is received from the Engineer. Remove rubbish and debris from the project site daily; do not allow accumulations inside or outside the building. Store materials that cannot be removed daily in areas specified by the Engineer. Demolish and remove materials containing asbestos in accordance with Section 02 82 33, "Removal and Disposal of Asbestos Materials".

1.04 SUBMITTALS: Submit the following:

A. Statements:
   1. Demolition Plan

   Submit proposed demolition and removal procedures to the Engineer for approval before work is started. Include procedures for coordination with other work in progress and a detailed description of methods and equipment to be used for each operation and of the sequence of operations.

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1.05 REGULATORY AND SAFETY REQUIREMENTS

A. Comply with Federal, State, and local hauling and disposal regulations. In addition to the requirements of the "General Requirements", safety requirements shall conform with ANSI A10.4, ANSI A10.6, NFPA 241, 12 NYCRR Part 23 and OSHA 29 CFR Part 1926.

1.06 DUST AND DEBRIS CONTROL

A. Prevent the spread of dust and debris to occupied portions of the building and avoid the creation of a nuisance in the surrounding area. Do not use water if it results in hazardous or objectionable conditions such as, but not limited to, ice, flooding, or pollution. Vacuum and dust the work area daily.

1.07 PROTECTION

A. Traffic Control Signs: Where pedestrian and driver safety is endangered in the area of removal work, use traffic barricades with flashing lights. Notify the Engineer prior to beginning such work.

B. Existing Work: Protect existing work which is to remain in place, be reused, or remain the property of the Owner. Repair items which are to remain and which are damaged during performance of the work to their original condition, or replace with new. Do not overload structural elements and pavements to remain. Provide new supports and reinforcement for existing construction weakened by demolition or removal work. Repairs, reinforcement, or structural replacement must have Engineer approval.

C. Weather Protection: For portions of the building to remain, protect building interior and materials and equipment from the weather at all times. Where removal of existing roofing is necessary to accomplish work, have materials and workmen ready to provide adequate and temporary covering of exposed areas so as to ensure effectiveness and to prevent displacement.

D. Facilities: Protect electrical and mechanical services and utilities. Where removal of existing utilities and pavement is specified or indicated, provide approved barricades, temporary covering of exposed areas, and temporary services or connections for electrical and mechanical utilities.

1.08 BURNING

A. Burning will not be permitted. Where burning is permitted, adherence to Federal, State, and local regulations shall be required.

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1.09 RELOCATIONS

A. Perform the removal and reinstallation of relocated items as indicated with workmen skilled in the trades involved. Repair items to be relocated which are damaged or replace damaged items with new undamaged items as approved by the Engineer.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 EXISTING FACILITIES TO BE REMOVED

A. Utilities and Related Equipment: Remove existing utilities, as indicated uncovered by work and terminate in a manner conforming to the nationally recognized code covering the specific utility and approved by the Engineer. Remove meters and related equipment and deliver to a location in accordance with instructions of the Engineer. If utility lines are encountered that are not shown on drawings, contact the Engineer for further instructions.

B. Roofing: Remove roofing to effect the connections with new flashing or roofing. Cut existing membrane and insulation along straight lines.

C. Masonry: Sawcut and remove masonry so as to prevent damage to surfaces to remain and to facilitate the installation of new work. Where new masonry adjoins existing, the new work shall abut or tie into the existing construction as specified for the new work.

D. Concrete: Saw concrete along straight lines to a depth of not less than 2 inches. Make each cut in walls perpendicular to the face and in alignment with the cut in the opposite face. Break out the remainder of the concrete provided that the broken area is concealed in the finished work, and the remaining concrete is sound. At locations where the broken face cannot be concealed, grind smooth or saw cut entirely through the concrete.

E. Patching: Where removals leave holes and damaged surfaces exposed in the finished work, patch and repair these holes and damaged surfaces to match adjacent finished surfaces. Where new work is to be applied to existing surfaces, perform removals and patching in a manner to produce surfaces suitable for receiving new work. Finished surfaces of patched area shall be flush with the adjacent existing surface and shall match the existing adjacent surface as closely as possible as to texture and finish. Patching shall be as specified and indicated, and shall include:

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1. Holes and depressions caused by previous physical damage or left as a result of removals in existing masonry walls to remain shall be completely filled with an approved masonry patching material, applied in accordance with the manufacturer's printed instructions.
2. Patch acoustic lay-in ceiling where partitions have been removed. The transition between the different ceiling heights shall be effected by continuing the higher ceiling level over to the first runner on the lower ceiling and closing the vertical opening with a painted sheet metal strip.

3.02 FILLING

A. Fill holes and other hazardous openings as indicated.

3.03 DISPOSITION OF MATERIAL

A. Title to Materials: Except where specified in other sections, all materials and equipment removed, and not reused, shall become the property of the Contractor and shall be removed from Owner's property. Title to materials resulting from demolition, and materials and equipment to be removed, is vested in the Contractor upon approval by the Engineer of the Contractor's demolition and removal procedures, and authorization by the Engineer to begin demolition. The Owner will not be responsible for the condition or loss of, or damage to, such property after notice to proceed. Materials and equipment shall not be viewed by prospective purchasers or sold on the site.

B. Reuse of Materials and Equipment: Remove and store materials and equipment listed and indicated to be reused or relocated to prevent damage, and reinstall as the work progresses.

3.04 CLEANUP

A. Debris and Rubbish: Remove and transport debris and rubbish in a manner that will prevent spillage on pavements, streets or adjacent areas. Limit to 3/8-cubic yard capacity buggies or other conveyances used on roofs and within the building to transport removed debris. Clean up spillage from pavements, streets and adjacent areas.

END OF SECTION

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SECTION 028200

REMOVAL AND DISPOSAL OF ASBESTOS

PART 1 - GENERAL

1.01 DESCRIPTION

A. This Section specifies the removal and disposal of asbestos-containing materials (ACM), and asbestos-contaminated materials to accommodate the roof replacement project at the Rotterdam Senior Center located at 2639 Hamburg Street, Rotterdam, New York, 12303.

1.02 WORK INCLUDED

A. The Contractor shall furnish all labor, materials, supervision, construction tools, and equipment necessary to perform the following work:
   1. Provide continuous on-site supervision by personnel knowledgeable in all aspects of asbestos removal and disposal.
   2. Provide and maintain environmental protective measures, equipment, and procedures at the work site.
   3. Provide and maintain personnel protective measures, equipment, and procedures at the work site.
   4. Provide and maintain personnel and waste decontamination facilities as required. Coordinate location of these facilities with Owner's personnel or representative.
   5. Package, transport, and dispose of all asbestos in accordance with all applicable Federal, State and local regulations.
   6. Contractor and his employees and subcontractors shall cooperate with the Owner's site specific policies and procedures. Additionally, Contractor shall fully cooperate with designated representatives with regard to air monitoring and observation of procedures.
   7. Remove all ACM illustrated on Drawing AR100 of the contract documents. Removals include, but are not limited to, silver roof paint, roof cement and felt paper.
   8. The pre-renovation asbestos survey for the site has been included in Attachment A of this section.
   9. Contractor must satisfy himself as to quantities and conditions, and base his bid accordingly. Coordination of all removals with other trades, if necessary, shall be the responsibility of the Contractor.

1.03 RELATED WORK

A. Coordinate all removals with Owner, Construction Manager, Engineer, and other trades as applicable.

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PART 2 - SUBMITTALS

2.01 BIDDING

A. At the time of bidding, the Contractor shall provide evidence of the following:
1. Contractor's NYSDOL Asbestos License.
2. The Contractor shall submit a **notarized statement**, signed by an officer of the company, containing the following information:
3. A record of any citations, penalties, orders to comply, notices of deficiency, or notices of violations issued by Federal, State, or local regulatory agencies relating to asbestos abatement activity. Include projects, dates and resolutions.
4. Situations in which an asbestos related contract has been terminated including projects, dates and reasons for terminations.
5. A listing of any asbestos-related legal proceedings/claims in which the Contractor (or employees scheduled to participate in this project) have participated or are currently involved. Include descriptions of role, issue and resolution to date.

2.02 PRIOR TO CONSTRUCTION

A. Prior to commencement of work, the Contractor shall submit the following:
1. Abatement work plan, including the following:
   a. Phase, area, sequencing and timetable.
   b. Size, length and number of work shifts per day/per week.
   c. Mobilization Schedule.
   d. Use of applicable variances or approved specific variances obtained by the Contractor.
   e. Work plan shall additionally identify detailed aspects of how the Contractor will handle, containerize, transport, and dispose of materials.
2. Satisfactory proof that written notification has been provided to the EPA regional office with jurisdiction over the project area in accordance with Title 40 CFR Part 61 Sub-parts A & M, National Emission Standards for Hazardous Air Pollutants, U.S. EPA, and the New York State Department of Labor in accordance with Part 56, Title 12 of the New York Code of Rules and Regulations.
3. A written description and plan of an emergency alarm system which would alert workers in the work area to fire or other emergency situation.
4. Documentation certifying that all employees have received appropriate medical examinations and have successfully passed a fit test for the respirator to be worn. As a minimum, medical exams must be consistent with requirements in OSHA Regulation 1926.1101.
5. Provide copies of valid Asbestos Handling Certificates for all personnel demonstrating compliance with Code Rule Part 56, Title 12 of the New York State Department of Labor. Provide evidence of each employee's most recent

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training in accordance with Federal regulations. All employees, including independent air sampling technician, must have completed initial or refresher training within one year of the dates of this work.

6. Written approval and/or permits, as necessary, from the local sanitary district office for the discharging of wastewater into the sanitary sewer system. Documentation must be submitted if permits are not required.
7. A written Hazard Communication Program that complies with the OSHA Regulation 29 CFR 1910.1200. Material Safety Data Sheets (OSHA Form 174 or equivalent) for all chemicals used during work performed under this Section.
8. A written description of plans for providing temporary power.
9. Manufacturers' certification that vacuums, ventilation equipment, and other equipment required to contain airborne fibers conform to HEPA filtration requirements.
10. Manufacturers' certification for all materials used in the abatement project meet the requirements of these Specifications (as applicable).
11. A copy of the form(s) used by the Contractor for maintenance of waste shipment records in compliance with EPA NESHAPS regulations.

PART 3 - EXECUTION

3.01 REMOVAL OF ASBESTOS-CONTAINING MATERIALS

A. All asbestos abatement work to be conducted under this Contract shall be in compliance with but not limited to all Federal Regulations and Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York (cited as 12 NYCRR Part 56), and Title 40 CFR Part 61 Sub-parts A & M, National Emission Standards for Hazardous Air Pollutants, and local laws and regulations.

B. No site specific removal variance has been obtained for this project. Contractor is responsible for obtaining any variance not issued to date that he feels may be applicable to the policies/procedures as set forth in Code Rule 12 NYCRR Part 56 to complete this work in an efficient and timely manner. Any variance obtained by the Contractor shall be reviewed and approved by the Owner/Engineer prior to use.

C. It is the responsibility of the Contractor to determine current waste handling, transportation and disposal regulations for the work site and for each waste disposal landfill. The Contractor must comply fully with these regulations, all appropriate U.S. Department of Transportation, EPA and Federal, State and local entities' regulations and all other current legal requirements.

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3.02 AIR MONITORING REQUIREMENTS

A. The Owner shall contract the services of an Independent Air Monitoring firm to conduct all air monitoring as required by NYSDOL Industrial Code Rule (ICR) 56.

B. Air Monitoring Tests: The owner shall contract the services of an independent testing laboratory to perform air sample laboratory analysis. The laboratory shall use the methods described in standards referenced in ICR 56.

C. The Contractor shall be responsible to conduct all personal air sampling and analysis as required by the OSHA Construction Standard. All costs associated with these samples and analyses shall be assumed by the Contractor.

3.03 PROJECT MONITORING

A. The Owner reserves the right to hire an independent project monitor to advise the Owner in matters pertaining to the work performed in accordance with these and related specifications and requirements.

B. The project monitor is authorized by the Owner to have free access to all asbestos and related work areas, to assist in interpretation of procedures, and to advise on provisions of the Contract Documents pertaining to the control of asbestos and related work.

C. The project monitor may stop the Abatement Contractor's work if in the course of performing their monitoring duties, they observe an instance of non-conformance with the Contract Documents and/or a situation presenting a health hazard to workers or Owner's employees. Work shall not resume until corrective measures have been carried out.

D. Any stop work orders issued by the Owner or the project monitor pursuant to the above provisions will not be grounds for claims to be made by the Contractor for damages caused by the associated delay nor will it extend the Contract completion date.

E. The project monitor will act as the Owner's liaison in technical matters involving the work.

F. The project monitor's role in advising the Owner on environmental health matters does not relieve the Contractor's obligation to comply with all applicable health and safety regulations promulgated by the Federal, State, and local governments.

G. When visual inspections are required, the Contractor shall notify the Owner and the project monitor 24 hours, excluding weekends and holidays, in advance of the day and time when the Contractor will be ready for such inspections.

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3.04 PROJECT CLOSEOUT

A. Prior to the final payment, and before the issuance of a final certificate for payment in accordance with the provisions of the Contract Documents, Contractor shall comply with the requirements set forth herein.

B. The work under this Section shall include but is not limited to the execution of the following principal items as they apply to Prime Contractors for Project Closeout:
1. Submittal of all waste shipment record forms signed by the Contractor, transporter, and landfill operator for each shipment of asbestos waste.
2. Assurance, satisfactory to the Owner, that unsettled claims will be settled and that work not actually be completed and accepted will be completed without any undue delay.
3. Guarantees, Warrantees and Bonds required by the General Conditions and any other extended guaranties or warranties stated in the Specifications.
4. Temporary facilities, services, surplus materials, rubbish and similar appurtenances have been removed and/or restored.

END OF SECTION

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Attachment A

Pre-Renovation Asbestos Survey

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Barton & Loguidice

April 19, 2023

Ms. Mollie Collins
Town Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

Re: Limited Hazardous Materials Assessment Services
Rotterdam Senior Center Roof Replacement Project
Town of Rotterdam
File: 904.054.001

Dear Ms. Collins:

This letter and attachments represent Barton & Loguidice, D.P.C.'s (B&L's) report for the above-referenced project.

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Introduction

B&L was retained by the Town of Rotterdam to conduct a limited hazardous materials assessment for the Senior Center Improvements Project, located at 2639 Hamburg Street, Rotterdam, New York. The focus of the investigation was to identify and sample suspect asbestos-containing materials, lead-based paint and polychlorinated biphenyls (PCBs) caulking potentially impacted by the proposed roof renovation project. Prior to any demolition or renovation activities, all asbestos containing materials (ACMs) must be removed by a NYS licensed asbestos abatement contractor.

The survey was conducted by Sebastian Reeves representing B&L on April 4, 2023. Mr. Reeves is a New York State Department of Labor (DOL) certified asbestos inspector and an EPA certified lead risk assessor. A copy of his inspector certifications and B&L's company license are provided in Appendix A.

Discussion and Results

Asbestos Sampling

Representative sampling was conducted throughout the accessible areas of the roof potentially impacted by the envelope renovation. Friable samples were collected in triplicate and submitted for analysis by polarized light microscopy (PLM) with dispersion staining. Friable samples were analyzed utilizing serial analysis. Non-friable organically bound (NOB) materials were analyzed in accordance with New York State Department of Health requirements. NOBs are first subjected to an ashing and acid washing procedure to properly break down the material. The sample is then analyzed by PLM for asbestos content. If asbestos is found, the analysis is complete. However, a negative result must be confirmed by using transmission electron microscopy (TEM). All samples were analyzed by AmeriSci of New York, Inc. located in New York, New York.

10 Airline Drive, Suite 200, Albany, NY 12205 ▪ Office: 518-218-1801 ▪ Fax: 518-218-1805 ▪ BartonandLoguidice.com

The experience to listen
The power to solve

The survey included the collection of eight NOB duplicate sample sets. Laboratory reports, sample chain-of-custody forms, and laboratory certifications are included in Appendix B. Material sample results are summarized in the table below:

Rotterdam Senior Center Roof – Asbestos Sample Results

Sample Number	Material Description	Estimated Quantity	Condition/ Friability	Lab Results (% Asbestos)	Material Location
RS-1-1,2	Roof Shingles, gray	NA	Poor/Non-Friable	NAD	Pitched shingle roof
RCEMENT-2-1	Roof cement, black	NA	Poor/Non-Friable	NAD	Rooftop units on pitched shingle roof
PAINT-3-1	**Silver roof paint**	**1,100 SF**	**Poor/Non-Friable**	**1.7 Chrysotile**	**Roof parapet wall**
SEAM-4-1	Seam sealant, black	NA	Poor/Non-Friable	NAD	Rubber roof seam
VB-5-1	Felt vapor barrier, black	NA	Poor/Non-Friable	NAD	Roof parapet
CAP-6-1	**Felt on parapet cap, gray**	**550 SF**	**Poor/Non-Friable**	**16.3 Chrysotile**	**Roof parapet cap**
CAP CEMENT-7-1	**Tar roof cement on parapet cap, black**	**180 SF**	**Poor/Non-Friable**	**9.5 Chrysotile**	**Parapet cap joint**
PCAULK-8-1	Caulk at roof / parapet joint, gray	NA	Poor/Non-Friable	NAD	Roof Parapet

NAD: No Asbestos Detected
N/A: Not Applicable

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Of the materials sampled for asbestos, three were found to be asbestos-containing. Samples collected of the **silver roof paint** applied to roof parapet wall were found to contain asbestos. Additionally, samples collected of the tar parapet **cap cement** and the felt paper adhered to the parapet **cap** were also found to contain asbestos. The sample locations are illustrated on the attached figure.

In accordance with NYSDOL Industrial Code Rule 56, all material determined to be asbestos-containing must be removed by a licensed asbestos abatement contractor prior to demolition activities affecting them. This regulation also requires that a copy of this report be provided on site for all contractors to review during the work. A copy must also be sent to the local NYSDOL asbestos control bureau office, the government entity charged with issuing demolition permits or, if no such permit is required, to the town or city clerk where the building is located. Should unidentified materials be discovered during the demolition work, the owner and contractor will be liable to follow the procedures identified in ICR56.

Lead-Based-Paint Sampling

The lead-based paint characterization included the collection of one paint chip sample and was intended to screen the major painted surfaces of the roof area. The lead-based paint laboratory report is included in Appendix B and the paint sample results are summarized in the table below:

Rotterdam Senior Center Roof – Lead-Based Paint Sample Results

Sample Number	Painted Component	Component Substrate	Color	Paint Condition	Location	Result (% Lead)
PAINT-3-3	Rooftop Units	Parapet	Silver	Poor	Exterior	< 0.0033

In the table above, the sample collected has been listed along with the location, component, substrate, color, condition, and laboratory result. The sample location is illustrated on the attached figure. The sample collected is not considered lead-based paint by the U.S. Environmental Protection Agency (EPA – HUD) definition (greater than 0.5 % by weight). The Occupational Safety & Health Administration (OSHA) considers paint with any concentration of lead to fall under the OSHA Construction Standard for lead. Contractors disturbing lead-based or lead-containing paint must comply with this Standard cited in 29 CFR 1926.62.

PCB Sampling

Polychlorinated Biphenyls (PCBs) were occasionally used as an additive in caulking from approximately 1960 to 1979. In order to identify potential PCB containing caulk, bulk sampling and analysis of materials likely impacted by the project was performed. Laboratory analysis was performed by Life Science Laboratories, Inc. of East Syracuse, New York. Results are presented below. Laboratory reports and sample chain-of-custody are provided in Appendix B.

Rotterdam Senior Center Roof – PCB Caulk Results

Sample I.D.	Material	PCB Results (ppm)
SEAM-4-3	Seam sealant, black	< 10
PCAULK-8-3	Caulk at roof / parapet joint, gray	< 5

1mg/kg=1ppm

If PCBs are found in caulking at concentrations greater than 50 ppm at the time of disposal, then this material would be considered a PCB Bulk Product Waste and therefore regulated under TSCA. The results from the samples collected indicate the sampled caulk materials are not considered PCB regulated waste. The sample locations are illustrated on the attached figure.

If you have any questions, please call me at (518) 218-1801. It was a pleasure working with you on this project and I hope we can be of service in the future.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Sebastian L. Reeves
Senior Project Industrial Hygienist

John E. Rigge
Vice President

SLR/JER/

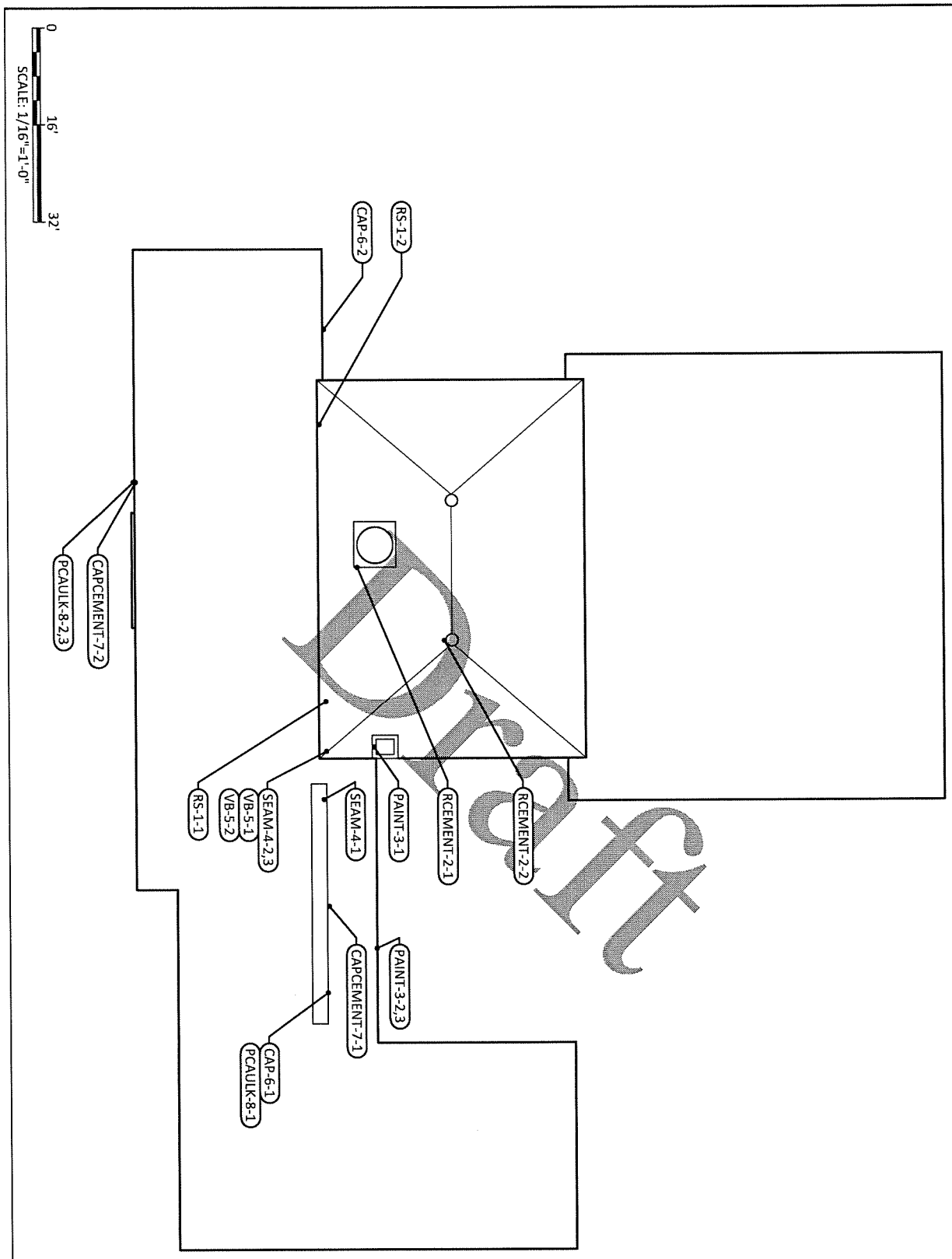
Attachments

Draft

Figure

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Plotted: Apr 18, 2023 – 3:00PM SYR By: WBG
Z:\BL-Vault\1 – Project Files\1 – Sorted by Project Number (2) Class (2) Folder\900\904.054.001\CAD\904054 Fig1 Asbestos Containing Materials Survey.dwg



Project Number	904.054.001
Figure Number	1
Scale	1/16" = 1'-0"
Date	APRIL 2023

443 Electronics Parkway
Liverpool, NY
13088
B&L
Barton & Loguidice, D.P.C.

TOWN OF ROTTERDAM

ROTTERDAM SENIOR CENTER ROOF REPLACEMENT PROJECT
2639 HAMBURG STREET, ROTTERDAM, NEW YORK 12303

EXISTING ROOF PLAN
ASBESTOS CONTAINING MATERIALS

TOWN OF ROTTERDAM SCHENECTADY COUNTY, NEW YORK

Appendix A

NYSDOL Inspector Certification & Company License

Draft

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

DIVISION OF SAFETY & HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BLDG. 12, ALBANY, NY 12226

ASBESTOS HANDLING LICENSE

Barton & Loguidice, D.P.C.
443 Electronics Parkway, Liverpool, NY, 13088

License Number: 29267
License Class: RESTRICTED
Date of Issue: 02/03/2023
Expiration Date: 02/29/2024
Duly Authorized Representative: Scott D Nostrand

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This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Amy Phillips, Director
For the Commissioner of Labor

United States Environmental Protection Agency

This is to certify that

Barton & Loguidice, DPC

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires May 03, 2024

LBP-1743-2

Certification #

November 19, 2020

Issued On

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S



SEBASTIAN L REEVES
CLASS(EXPIRES)
D INSP(04/23) I PD (04/23)

CERT# 13-21983
DMV# 538220837

MUST BE CARRIED ON ASBESTOS PROJECTS

United States Environmental Protection Agency

This is to certify that



Sebastian L Reeves

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Risk Assessor

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires November 14, 2023

LBP-R-I179062-2

Certification #

September 16, 2020

Issued On

Ben Conetta, Chief

Chemicals and Multimedia Programs Branch

NEW YORK STATE OF OPPORTUNITY. | Department of Health

KATHY HOCHUL
Governor

MARY T. BASSETT, M.D., M.P.H.
Commissioner

KRISTIN M. PROUD
Acting Executive Deputy Commissioner

LAB ID: 11480

April 01, 2022

MR. PAUL J. MUCHA
AMERICA SCIENCE TEAM NEW YORK, INC
117 EAST 30TH ST
NEW YORK, NY 10016

Certificate Expiration Date:
April 01, 2023

Dear Mr. Mucha,

Enclosed are certificate(s) of approval issued to your environmental laboratory for the current permit year. The certificate(s) supersede(s) any previously issued one(s) and is(are) in effect through the expiration date listed. Please carefully examine the certificate(s) to insure that the categories, subcategories, analytes, and methods for which your laboratory is approved are correct. In addition, verify that your laboratory's name, address, lead technical director, and identification number are accurate.

Pursuant to NYCRR Subpart 55-2.2, original certificates must be posted conspicuously in the laboratory and copies shall be made available to any client of the laboratory upon request.

Pursuant to NYCRR Subpart 55-2.6, any misrepresentation of the fields of accreditation (category - method - analyte) for which your laboratory is approved may result in denial, suspension, or revocation of your certification. Any use of the Environmental Laboratory Approval Program (ELAP) or National Environmental Laboratory Accreditation Program (NELAP) name, reference to the laboratory's approval status, and/or using the NELAP logo in any catalogs, advertising, business solicitations, proposals, quotations, laboratory analytical reports, or other materials must include the laboratory's ELAP identification number and distinguish between testing for which the laboratory is approved and testing for which the laboratory is not approved.

If you have any questions, please contact us at the Environmental Laboratory Approval Program, Wadsworth Center, New York State Department of Health, Empire State Plaza, Albany NY, 12237; by phone at (518) 485-5570; by facsimile at (518) 485-5568; and by email at elap@health.ny.gov.

Sincerely,

Victoria Pretti

Victoria Pretti
Director and QA Officer
Environmental Laboratory Approval Program

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2023
Issued April 01, 2022

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. PAUL J. MUCHA
AMERICA SCIENCE TEAM NEW YORK, INC
117 EAST 30TH ST
NEW YORK, NY 10016

NY Lab Id No: 11480

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual
	EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual

Serial No.: 64683

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.

Appendix B

Laboratory Reports, Laboratory Certifications, & Sample Chain-of-Custody Forms

Draft

AmeriSci New York
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Barton & Loguidice, D.P.C.
Attn: John E. Rigge
443 Electronics Parkway

Liverpool, NY 13088

Date Received 04/05/23 **AmeriSci Job #** 223041326
Date Examined 04/06/23 **P.O. #**
ELAP # 11480 **Page** 1 **of** 4
RE: 904.054.001; Rotterdam Senior Center; Asbestos Investigation, Building: Senior Center Pitched Roof

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
RS-1-1 1 **Location:** Bulk Material	223041326-01	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 04/06/23
Analyst Description: Gray/Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 8.9%			
RS-1-2 1 **Location:** Bulk Material	223041326-02	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 04/06/23
Analyst Description: Gray/Black, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Fibrous glass 3%, Non-fibrous 22.8%			
RCEMENT-2-1 2 **Location:** Bulk Material	223041326-03	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 04/06/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 11.2%			
RCEMENT-2-2 2 **Location:** Bulk Material	223041326-04	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 04/06/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 8.9%			
PAINT-3-1 3 **Location:** Bulk Material	223041326-05	***Yes***	1.7% [1] (ELAP 400 PC) by Valeriu Voicu on 04/06/23
Analyst Description: Silver/Gray, Heterogeneous, Fibrous, Bulk Material **Asbestos Types:** Chrysotile 1.7 % **Other Material:** Wollastonite 7%, Non-fibrous 40.4%			

See Reporting notes on last page

PLM Bulk Asbestos Report

904.054.001; Rotterdam Senior Center; Asbestos Investigation,
Building: Senior Center Pitched Roof

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PAINT-3-2 3 **Location:** Bulk Material	223041326-06		NA/PS
Analyst Description: Bulk Material **Asbestos Types:** **Other Material:**			
SEAM-4-1 4 **Location:** Bulk Material	223041326-07	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 04/06/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 13.1%			
SEAM-4-2 4 **Location:** Bulk Material	223041326-08	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 04/06/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 11.7%			
VB-5-1 5 **Location:** Bulk Material	223041326-09	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 04/06/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 2.3%			
VB-5-2 5 **Location:** Bulk Material	223041326-10	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 04/06/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 6.3%			
CAP-6-1 6 **Location:** Bulk Material	223041326-11	***Yes***	16.3% (by NYS ELAP 198.6) by Valeriu Voicu on 04/06/23
Analyst Description: Black/Gray, Heterogeneous, Fibrous, Bulk Material **Asbestos Types:** Chrysotile 16.3 % **Other Material:** Non-fibrous 12.2%			

See Reporting notes on last page

PLM Bulk Asbestos Report

904.054.001; Rotterdam Senior Center; Asbestos Investigation,
Building: Senior Center Pitched Roof

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
CAP-6-2 6 **Location:** Bulk Material	223041326-12		NA/PS
Analyst Description: Bulk Material **Asbestos Types:** **Other Material:**			
CAPCEMENT-7-1 7 **Location:** Bulk Material	223041326-13	***Yes***	9.5% (by NYS ELAP 198.6) by Valeriu Voicu on 04/06/23
Analyst Description: Black, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** Chrysotile 9.5 % **Other Material:** Non-fibrous 9.5%			
CAPCEMENT-7-2 7 **Location:** Bulk Material	223041326-14		NA/PS
Analyst Description: Bulk Material **Asbestos Types:** **Other Material:**			
PCAULK-8-1 8 **Location:** Bulk Material	223041326-15	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 04/06/23
Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 9.8%			
PCAULK-8-2 8 **Location:** Bulk Material	223041326-16	***No***	NAD (by NYS ELAP 198.6) by Valeriu Voicu on 04/06/23
Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 9.7%			

See Reporting notes on last page

PLM Bulk Asbestos Report

904.054.001; Rotterdam Senior Center; Asbestos Investigation,
Building: Senior Center Pitched Roof

Draft

Reporting Notes:

(1) Sample prepared for analysis by ELAP 198.6 method

Analyzed by: Valeriu Voicu
Date: 4/6/2023

Reviewed by: Marik Peysakhov

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis using Olympus, Model BH-2 Pol Scope, Microscope, Serial #: 229915, by Appd E to Subpt E, 40 CFR 763 quantified by either CVES or 400 pt ct as noted for each analysis (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite, or ELAP 198.6 for NOB samples, or EPA 400 pt ct by EPA 600-M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054, NJ Lab ID #NY031.

_____END OF REPORT_____

Client Name: Barton & Loguidice, D.P.C.

Table I
Summary of Bulk Asbestos Analysis Results

904.054.001; Rotterdam Senior Center; Asbestos Investigation, Building: Senior Center Pitched Roof

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	RS-1-1	1	0.254	29.1	62.0	8.9	NAD	NAD
Location: Bulk Material								
02	RS-1-2	1	0.333	24.3	50.0	25.8	NAD	NAD
Location: Bulk Material								
03	RCEMENT-2-1	2	0.226	82.7	6.0	11.2	NAD	NAD
Location: Bulk Material								
04	RCEMENT-2-2	2	0.258	82.3	8.8	8.9	NAD	NAD
Location: Bulk Material								
05	PAINT-3-1	3	0.153	30.5	20.4	47.4	Chrysotile 1.7	NA
Location: Bulk Material								
06	PAINT-3-2	3	0.134	32.4	0.8	66.8	NA/PS	NA
Location: Bulk Material								
07	SEAM-4-1	4	0.094	54.2	32.7	13.1	NAD	NAD
Location: Bulk Material								
08	SEAM-4-2	4	0.101	54.6	33.8	11.7	NAD	NAD
Location: Bulk Material								
09	VB-5-1	5	0.222	96.9	0.8	2.3	NAD	NAD
Location: Bulk Material								
10	VB-5-2	5	0.230	85.8	7.9	6.3	NAD	NAD
Location: Bulk Material								
11	CAP-6-1	6	0.225	33.9	37.6	12.2	Chrysotile 16.3	NA
Location: Bulk Material								
12	CAP-6-2	6	0.276	35.0	22.0	43.0	NA/PS	NA
Location: Bulk Material								
13	CAPCEMENT-7-1	7	0.286	76.7	4.3	9.5	Chrysotile 9.5	NA
Location: Bulk Material								
14	CAPCEMENT-7-2	7	0.309	71.5	7.2	21.3	NA/PS	NA
Location: Bulk Material								
15	PCAULK-8-1	8	0.214	70.3	19.9	9.8	NAD	NAD
Location: Bulk Material								
16	PCAULK-8-2	8	0.175	70.7	19.6	9.7	NAD	NAD
Location: Bulk Material								

See Reporting notes on last page

Table I
Summary of Bulk Asbestos Analysis Results

904.054.001; Rotterdam Senior Center; Asbestos Investigation, Building: Senior Center Pitched Roof

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM

Draft

Analyzed by: Marik Peysakhov
Date: 4/7/2023

Reviewed by: Marik Peysakhov

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by Appd E to Subpt E, 40 CFR 763 or NYSDOH ELAP 198.1 for New York friable samples or NYSDOH ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (or NYSDOH ELAP 198.4; for New York samples). Analysis using Hitachi, Model H7000-Noran 7 System, Microscope, Serial #: 747-05-06. NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses): NVLAP (PLM) 200546-0, NYSDOH ELAP Lab 11480, NJ Lab ID #NY031.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

Barton & Loguidice

Asbestos Bulk Sample Chain-of-Custody

10 Airline Drive, Suite 200
Albany, New York 12205
Phone (518) 218-1801 Fax (518) 218-1805

Project: **Rotterdam Senior Center**
Asbestos Investigation
Building: Senior Center Pitched Roof

Project No.: **904.054.001**
Date Sampled: **4/4/2023**
Sampled by: **SLR**

Sample Identification	Date Sampled	Sample Medium	Analysis Required	Method Reference
RS-1-1	4/4/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
RS-1-2	4/4/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
RCEMENT-2-1	4/4/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
RCEMENT-2-2	4/4/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
PAINT-3-1	4/4/2023	**BULK**	% Asbestos	**PLM**
PAINT-3-2	4/4/2023	**BULK**	% Asbestos	**PLM**
SEAM-4-1	4/4/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
SEAM-4-2	4/4/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
VB-5-1	4/4/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
VB-5-2	4/4/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
CAP-6-1	4/4/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
CAP-6-2	4/4/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
CAP CEMENT-7-1	4/4/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
CAP CEMENT-7-2	4/4/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM

Comments: **Advance to TEM if PLM result is 1% asbestos or less.**
Stop at first positive in each sample set.

Report Results to:

E-mail: **John Rigge** **TAT: 72RS** jrigge@bartonandloguidice.com
Sebastian Reeves sreeves@bartonandloguidice.com
Written: John Rigge 10 calendar days
Invoice: John Rigge 10 calendar days

Chain-of-Custody:	Signature	Date
Relinquished by:		4/4/23
Received by Lab.:	J. Meath	4/5/23 11:00
Received by Analyst:		4/6/23 13:32

9AM 5/1/23 15:05

#223041326

Barton & Loguidice

Asbestos Bulk Sample Chain-of-Custody

10 Airline Drive, Suite 200
Albany, New York 12205
Phone (518) 218-1801 Fax (518) 218-1805

Project: **Rotterdam Senior Center**
Asbestos Investigation
Building: Senior Center Pitched Roof

Project No.: **904.054.001**
Date Sampled: **4/4/2023**
Sampled by: **SLR**

Sample Identification	Date Sampled	Sample Medium	Analysis Required	Method Reference
PCAULK-8-1	4/4/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
PCAULK-8-2	4/4/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
		BULK (NOB)	% Asbestos	PLM grav. / TEM
		BULK (NOB)	% Asbestos	PLM grav. / TEM
		BULK (NOB)	% Asbestos	PLM grav. / TEM
		BULK (NOB)	% Asbestos	PLM grav. / TEM
		BULK (NOB)	% Asbestos	PLM grav. / TEM
		BULK (NOB)	% Asbestos	PLM grav. / TEM
		BULK (NOB)	% Asbestos	PLM grav. / TEM
		BULK (NOB)	% Asbestos	PLM grav. / TEM
		BULK (NOB)	% Asbestos	PLM grav. / TEM
		BULK (NOB)	% Asbestos	PLM grav. / TEM
		BULK (NOB)	% Asbestos	PLM grav. / TEM
		BULK (NOB)	% Asbestos	PLM grav. / TEM

Comments: **Advance to TEM if PLM result is 1% asbestos or less.**
Stop at first positive in each sample set.

Report Results to:

		TAT: 72RS	
E-mail:	**John Rigge**		jrigge@bartonandloguidice.com
	Sebastian Reeves		sreeves@bartonandloguidice.com
Written:	John Rigge		10 calendar days
Invoice:	John Rigge		10 calendar days

Chain-of-Custody:	Signature	Date
Relinquished by:		4/4/23
Received by Lab.:	J. Werstuch	4/5/23 11:00
Received by Analyst:		4/6/23 13:30

SEM 5/7/23 15:05

#223041326

PHOENIX
Environmental Laboratories, Inc.
587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045
Tel. (860) 645-1102 Fax (860) 645-0823

ACCREDITED IN ACCORDANCE WITH nelac NY # 11301

Analysis Report

April 10, 2023

FOR: Attn: John Rigge
Barton & Loguidice, D.P.C.
443 Electronics Parkway
Liverpool, NY 13088

Sample Information		Custody Information		Date	Time
Matrix:	BULK	Collected by:	SLR	04/04/23	
Location Code:	BARTLOG	Received by:	SW	04/05/23	10:36
Rush Request:	5 Day	Analyzed by:	see "By" below		
P.O.#:	904.054.001				

Laboratory Data

SDG ID: GCN75958
Phoenix ID: CN75958

Project ID: ROTTERDAM SENIOR CENTER
Client ID: PAINT-3-3

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Lead	< 0.0033	0.0033	%	1	04/07/23	CPP	SW6010D
Total Metals Digest	Completed				04/05/23	J/AG	SW3050B

RL/PQL=Reporting/Practical Quantitation Level (Equivalent to NELAC LOQ, Limit of Quantitation) ND=Not Detected at RL/PQL
BRL=Below Reporting Level L=Biased Low

Comments:

If you are the client above and have any questions concerning this testing, please do not hesitate to contact Phoenix Client Services at ext.200.
The contents of this report cannot be discussed with anyone other than the client listed above without their written consent.

Draft

Phyllis Shiller

Phyllis Shiller, Laboratory Director
April 10, 2023
Official Report Release To Follow

Criteria: None

State: NY

Sample Criteria Exceedances Report

GCN75958 - BARTLOG

SampNo	Acode	Phoenix Analyte	Criteria	Result	RL	Criteria	RL Criteria	Analysis Units

*** No Data to Display ***

Phoenix Laboratories does not assume responsibility for the data contained in this exceedance report. It is provided as an additional tool to identify requested criteria exceedences. All efforts are made to ensure the accuracy of the data (obtained from appropriate agencies). A lack of exceedence information does not necessarily suggest conformance to the criteria. It is ultimately the site professional's responsibility to determine appropriate compliance.

Draft

20.1 folded envelope

75958

Barton & Loguidice

Paint Chip Bulk Sample Chain-of-Custody

10 Airline Drive, Suite 200
Albany, New York 12205
Phone (518) 218-1801 Fax (518) 218-1805

Project: Rotterdam Senior Center
Lead-Based Paint Investigation
Building: Senior Center Pitched Roof

Project No.: 904.054.001
Date Sampled: 4/4/2023
Sampled by: SLR

Sample Identification	Date Sampled	Sample Area	Analysis Required	Method Reference
Paint-3-3	4/4/2023	Parapet Wall/RTU's	Percent by Weight	AAS
			Percent by Weight	AAS
			Percent by Weight	AAS
			Percent by Weight	AAS
			Percent by Weight	AAS
			Percent by Weight	AAS
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			Percent by Weight	AAS
			Percent by Weight	AAS

Comments:

Report Results to:

E-mail:	John Rigge	TAT: 5-Day Standard	jrigge@bartonandloguidice.com
	Sebastian Reeves		sreeves@bartonandloguidice.com
Written:	John Rigge		10 calendar days
Invoice:	John Rigge		10 calendar days

Chain-of-Custody:	Signature	Date
Relinquished by:		4/4/23
Received by Lab.:		4/5 1036
Received by Analyst:		

Life Science Laboratories, Inc.

John Rigge
Barton & Loguidice, D.P.C.
443 Electronics Parkway
Liverpool, NY 13088

Phone: (315) 457-5200
FAX: (315) 451-0052

Laboratory Analysis Report
Prepared For
Barton & Loguidice, D.P.C.

Client Project ID:
Rotterdam SC Pitched Roof

LSL Project ID: **2304500**

Receive Date/Time: 04/05/23 11:13

Life Science Laboratories, Inc. warrants, to the best of its knowledge and belief, the accuracy of the analytical test results contained in this report, but makes no other warranty, expressed or implied, especially no warranties of merchantability or fitness for a particular purpose. By the Client's acceptance and/or use of this report, the Client agrees that LSL is hereby released from any and all liabilities, claims, damages or causes of action affecting or which may affect the Client as regards to the results contained in this report. The Client further agrees that the only remedy available to the Client in the event of proven non-conformity with the above warranty shall be for LSL to re-perform the analytical test(s) at no charge to the Client. The data contained in this report are for the exclusive use of the Client to whom it is addressed, and the release of these data to any other party, or the use of the name, trademark or service mark of Life Science Laboratories, Inc. especially for the use of advertising to the general public, is strictly prohibited without express prior written consent of Life Science Laboratories, Inc. This report may only be reproduced in its entirety. No partial duplication is allowed. The Chain of Custody and the Sample Receipt documents submitted with these samples are considered by LSL to be an appendix of this report and may contain data qualifiers and specific information that pertains to the samples included in this report. The analytical result(s) in this report are only representative of the sample(s) submitted for analysis. LSL makes no claim of a sample's representativeness, or integrity, if sampling was not performed by LSL personnel.

LSL Central Lab
5854 Butternut Drive
East Syracuse, NY 13057
Tel. (315) 445-1900
Fax (315) 445-1104
NYS DOH ELAP #10248

LSL North Lab
131 St. Lawrence Avenue
Waddington, NY 13694
Tel. (315) 388-4476
Fax (315) 388-4061
NYS DOH ELAP #10900

LSL Finger Lakes Lab
16 N. Main St., PO Box 424
Wayland, NY 14572
Tel. (585) 213-4090
Fax (585) 213-4192
NYS DOH ELAP #11667

LSL Southern Tier Office
Cuba, NY
Tel. (585) 209-4032

LSL MidLakes Office
Canandaigua, NY
Tel. (585) 728-3320

This report was reviewed by: Date: 4/17/23

David J. Prichard, Director of Tech. Services

A copy of this report was sent to: *Sabastian Reeves*

Date Printed: 4/17/23

-- LABORATORY ANALYSIS REPORT --

Barton & Loguidice, D.P.C. Liverpool, NY

Sample ID: SEAM-4-3 **LSL Sample ID:** 2304500-001
Location:
Sampled: 04/04/23 0:00 **Sampled By:** SLR
Sample Matrix: SHW as Recd

Analytical Method / Analyte	Result	Units	Prep Method	Prep Date	Analysis Date & Time	Analyst Initials
(1) EPA 8082A PCBs			EPA 3550C			
Aroclor-1016	<10	mg/kg		4/10/23	4/10/23	CRT
Aroclor-1221	<10	mg/kg		4/10/23	4/10/23	CRT
Aroclor-1232	<10	mg/kg		4/10/23	4/10/23	CRT
Aroclor-1242	<10	mg/kg		4/10/23	4/10/23	CRT
Aroclor-1248	<10	mg/kg		4/10/23	4/10/23	CRT
Aroclor-1254	<10	mg/kg		4/10/23	4/10/23	CRT
Aroclor-1260	<10	mg/kg		4/10/23	4/10/23	CRT
Surrogate (DCB)	128	%R		4/10/23	4/10/23	CRT

Sample ID: PCAULK-8-3 **LSL Sample ID:** 2304500-002
Location:
Sampled: 04/04/23 0:00 **Sampled By:** SLR
Sample Matrix: SHW as Recd

Analytical Method / Analyte	Result	Units	Prep Method	Prep Date	Analysis Date & Time	Analyst Initials
(1) EPA 8082A PCBs			EPA 3550C			
Aroclor-1016	<5	mg/kg		4/10/23	4/10/23	CRT
Aroclor-1221	<5	mg/kg		4/10/23	4/10/23	CRT
Aroclor-1232	<5	mg/kg		4/10/23	4/10/23	CRT
Aroclor-1242	<5	mg/kg		4/10/23	4/10/23	CRT
Aroclor-1248	<5	mg/kg		4/10/23	4/10/23	CRT
Aroclor-1254	<5	mg/kg		4/10/23	4/10/23	CRT
Aroclor-1260	<5	mg/kg		4/10/23	4/10/23	CRT
Surrogate (DCB)	120	%R		4/10/23	4/10/23	CRT

Analysis performed at: *(1) LSL Central Lab, (2) LSL North Lab, (3) LSL Finger Lakes Lab*

2304500

B+LEng

Due Date:

2827

PCB Bulk Sample Chain-of-Cus

Barton & Loguidice
10 Airline Drive, Suite 200
Albany, New York 12205
Phone (518) 218-1801 Fax (518) 218-1805

Project: **Rotterdam Senior Center**
Hazardous Materials Investigation
Building: Rotterdam SC Pitched Roof

Project No.: **904.054.001**
Date Sampled: **4/4/2023**
Sampled by: **SLR**

001A
002A

Sample Identification	Date Sampled	Sample Area	Analysis Required	Notes
SEAM-4-3	**4/4/2023**	**Roof Seam Seal**	**PCBs in Caulk**	**Black**
PCAULK-8-3	**4/4/2023**	**Parapet Wall**	**PCBs in Caulk**	**Lt Gray**

Comments:

Report Results to:

Fax:	**John Rigge**	**TAT: 1-Week**	jrigge@bartonandloguidice.com
E-mail:	**Sebastian Reeves**		sreeves@bartonandloguidice.com
Written:	Sebastian Reeves		10 calendar days
Invoice:	Sebastian Reeves		10 calendar days

Chain-of-Custody:	Signature	Date
Relinquished by:		4/4/23
Received by Lab.:		
Received by Analyst:		

The experience to
listen
The power to
solve℠

Draft

Barton
&Loguidice

www.bartonandloguidice.com

SECTION 02 83 00

HANDLING AND DISPOSAL OF LEAD

PART 1 - GENERAL

1.01 SUMMARY OF WORK

A. Demolition activities for the completion of work at the Rotterdam Senior Center in Town of Rotterdam, New York will disturb surfaces containing lead, creating the potential for lead exposure to workers. The contractor shall comply with the conditions specified herein. The Occupational Safety and Health Administration (OSHA) regulates occupational exposure to lead under 29 CFR 1926.62, the Lead in Construction Standard. Any contractor disturbing painted surfaces shall comply with all the requirements of 29 CFR 1926.62 and this specification. The intent is for the contractor to protect his workers from exposure to lead during demolition activities that disturb lead. Contractors must also comply with the provisions of the US EPA Lead Renovation, Repair, and Painting, as applicable.

B. The Contractor shall provide labor, materials, tools, equipment and services necessary to protect workers and building occupants from lead exposure.

C. New York State Department of Environmental Conservation (NYSDEC) requires that lead containing loose and peeling paint, be disposed of as either industrial or hazardous waste, based on results of a Toxicity Characteristic Leaching Procedure (TCLP) Test. Loose and peeling paint cannot be treated as construction and demolition debris.

D. Contractor shall assume that all paint requiring removal is a hazardous waste and base his bid accordingly. The contractor is responsible for all laboratory analyses and costs required for waste characterization and disposal.

E. Work disturbing LBP shall be completed ancillary to work performed by others and is to be coordinated with the Owner's representative.

F. Exact quantities of paint to be impacted shall be determined by the contractor at the time of bidding, as paint conditions are subject to change. Contractor must satisfy himself as to the quantity of waste requiring removal and disposal and base his bid accordingly.

G. All work shall be performed in accordance with this specification and federal and state regulations. Sweeping of debris will not be permitted. Debris must be picked up using a self-contained vacuum system designed to evacuate wet or dry materials in an enclosed, controlled environment.

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H. Waste material shall be contained, transported and disposed of in accordance with federal, state, and local regulations.

1.02 APPLICABLE REGULATIONS

A. The Contractor shall conduct work in a manner to ensure compliance with all applicable codes, rules, and regulations including but not limited to;

Worker Protection / Building Occupant Protection
Occupational Safety and Health Administration
29 CFR 1926.59, Hazard Communication
29CFR 1910.134, Respiratory Protection Standard
29 CFR 1926.20, General Safety and Health Provisions
29CFR 1926.62, Lead Exposure in Construction
29CFR 1910.94 and 1926.57, Ventilation

Department of Housing and Urban Development
24 CFR Parts 35, 36, 37- HUD Lead-Based Paint Regulations
HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing

Ambient Air Quality
Environmental Protection Agency
40 CFR 50.6 National Primary and Secondary Ambient Air Quality Standards for Particulate Matter

Water Quality
40 CFR 122, Administered Permit Programs; The National Pollutant Discharge Elimination System

Waste Disposal
40 CFR 261, Identification and Listing of Hazardous Waste
40 CFR 262, Standards Applicable to Generators of Hazardous Waste
40 CFR 263, Standards Application to Transporters of Hazardous Waste
New York State Department of Environmental Conservation (NYSDEC), Title 6, Part 360-7, 364, and 370-374.

B. In addition to the requirements listed in this specification, the abatement contractor shall, at his own cost and expense, comply with all laws, ordinances, rules, and regulations of federal, state, regional and local authorities regarding handling and storing of lead waste material.

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C. Contractor shall be familiar with the documents referenced below and conform to their guidelines and all other applicable guidelines and requirements of the project.

1. U.S. Department of Labor, Occupational Safety and Health Administration
   PUB 3126 - Working with Lead in the Construction Industry
2. U.S. Department of Housing and Urban Development- Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, June 1995.

D. The Contractor shall possess the following license and licensed personnel, as applicable, for work considered lead abatement according to 40 CFR 745.

1. Environmental Protection Agency (EPA) Firm Certification to Conduct Lead-Based Paint Activities.

2. Personnel possessing EPA Certifications in Lead-Based Paint Abatement Supervisor and Lead-Based Paint Abatement Worker, as applicable.

E. EPA Lead Renovation, Repair, and Painting - This regulation applies to child (less than 6 years of age) occupied facilities constructed before 1978. Affected painted surfaces must contain **1.0 mg/cm^2 or greater** lead content to be covered by this regulation. Additionally, disturbances of less than 6 sq. ft per room interior and 20 sq. ft. exterior are excluded.

1.03 LEAD HAZARD

A. Specific work practices may release lead in the form of dust, fumes or mists into the air or onto surrounding surfaces. Only the contractor can reduce the potential for exposure.

B. Lead is a toxic substance which may enter the body by breathing or swallowing lead dusts, fumes or mists. If food, cigarettes, or your hands have lead on them, lead may be ingested or inhaled. Once in the body, lead enters the bloodstream and may be carried to all parts of the body. The body can eliminate some of this lead, but if there is continued lead exposure, the body absorbs and stores more lead than it can eliminate. This stored lead may cause irreversible damage to cells, organs and whole body systems. After exposure stops, it takes months or even years for all lead to be removed from the body.

C. Exposure to lead may affect each person differently. Even before symptoms appear, lead may cause unseen injury to the body. During early stages of lead poisoning, mild symptoms may be overlooked as everyday medical complaints, including:

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Loss of appetite	Joint and muscle aches
Trouble sleeping	Metallic taste
Irritability	Decreased sex drive
Fatigue	Lack of concentration
Headache	Moodiness

D. Brief intense exposure or prolonged overexposure may result in severe damage to your blood-forming, nervous, urinary and reproductive systems. Some noticeable medical problems include:

Stomach pains	Tremors
Weakness of Extremities	Convulsions or seizures
High blood pressure	Anemia
Nausea	Constipation or diarrhea

E. Contractor's supervisor should be cognizant of all these symptoms. If a worker develops such symptoms he shall not be allowed in the removal areas until a physician performs blood lead sampling and determines that the worker is not suffering from lead exposure.

1.04 GENERAL REQUIREMENTS

A. The following general requirements apply for the project and include, but are not necessarily limited to the following:

- Respiratory and Personnel Protection
- Medical Examinations
- One Temporary Shower/Washroom Facility with storage area for personnel belongings
- Provisions of hot and cold running water for shower
- Use of engineering controls as necessary
- Collection and disposal of all loose and peeling paint as hazardous waste

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PART 2 - SUBMITTALS

2.01 PRECONSTRUCTION: Prior to the start of construction, the contractor shall submit the following should his work require the disturbance and/or abatement of identified LBP materials.

A. WORKPLAN: Contractor shall submit a work plan for the lead work commensurate with the requirements of the OSHA Construction Standard and EPA, if applicable. Work plan shall additionally identify detailed aspects of how the contractor will handle, containerize, transport, and dispose of materials.

B. EQUIPMENT: Submit manufacturer certifications and information for all equipment to be used on this project.

C. EMPLOYEES: Submit documentation that all employees performing abatement of lead materials have received appropriate medical examinations and have successfully passed a fit test for the respirator to be worn. Submit documentation that contractor and employees comply with Article 1.2, Item D. of this Section.

D. DISPOSAL: Submit documentation that all required permits, disposal site locations, and arrangements for transportation and disposal of lead-contaminated waste have been obtained. Submit a written description and blank log forms for contractor's waste manifest system. Submit the name and credentials for the independent laboratory performing TCLP testing on waste generated.

E. SIGNAGE: Submit samples of signs to be used at building entrances to comply with specifications and applicable regulations.

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PART 3 - EXECUTION

3.01 BUILDING ISOLATION AND SIGNAGE

A. Only the Contractor, Owner's Representative and maintenance staff will be allowed in the areas where lead removal is occurring. Anyone entering the work area will don appropriate respiratory protection and disposable coveralls.

B. Warning signs shall comply with 29 CFR 1926.62 and applicable regulations.

3.02 REMOVAL OF LEAD

A. Contractor will be required to remove all loose and peeling paint from surfaces impacted by the demolition/renovation activities that have been identified as LBP. The contractor shall investigate conditions and satisfy himself as to the extent of work required prior to bidding.

B. Contractor shall ensure that the paint that remains on the affected component shall be sufficiently adhered to the substrate.

3.03 HANDLING AND DISPOSAL OF LEAD

A. Hazardous Waste
   1. Contractor shall follow all Federal and State regulations for waste handling, containerizing, transporting, and disposing of hazardous waste.
   2. Contractor shall remove paint waste from the building following specification requirements. Waste shall be deposited directly into waste receptacles that will be used to transport the waste.

3. Contractor is responsible for providing all waste receptacles required for disposal. All waste temporarily stored on site shall be secured to prevent against unauthorized entry and vandalism. Contractor is responsible for all TCLP testing to properly classify the waste.
4. The Contractor shall establish a manifest system that meets Federal and State Regulations and accounts for all waste at all times.
5. The transporter must possess an approved EPA identification number. The appropriate NYS Hazardous waste manifest must be completed by the contractor.
6. The Contractor shall provide the Owner with copies of the EPA ID number of the transporter, NYSDEC manifest form and written acknowledgement from the landfill that they are authorized by the EPA and the State where they are located, to accept and dispose of hazardous waste.
7. Final manifest and receipts must be provided to the Owner's representative within fourteen (14) days of the removal of waste from the site.

3.04 PROJECT CLOSEOUT

A. Prior to final payment, and before the issuance of a final certificate for payment in accordance with the provisions of the contract documents, Contractor shall comply with the following.
1. Contractor shall provide Building Owner with a written statement that loose and peeling paint has been removed from the required areas.
2. Provide copies of a physician's statement that workers pre-abatement and post-abatement medical tests have been performed. Also provide copies of *all* laboratory reports for air sampling and TCLP analyses.
3. Final disposal receipts for all waste.
4. Contractor shall have removed all equipment and materials applicable to the work from the site.

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END OF SECTION

SECTION 04 05 13.91

RESTORATION MORTARS AND GROUTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the work of mortar as shown on the drawings and specified herein, including, but not limited to, the following:
1. Mortar for rebuilding stone masonry.
2. Custom mortar(s) for pointing existing and new stone masonry.

B. Related Sections: The following Sections contain requirements that relate to this Section:
3. Section 04 91 00, "Masonry Pointing."
4. Other Sections which affect or are affected by the work of this section.

C. Use all means necessary to avoid damaging historic building and wall elements and materials to remain. All people working on this project shall accord all historic materials and finishes the same care and protection as is normally given to new materials and finishes on a newly completed building.

1.03 QUALITY ASSURANCE

A. Restoration Specialist: Award work of mortar and grout preparation to a firm that is regularly engaged in preparation of mortars and patching materials to match historic mortars and masonry units. Firm shall demonstrate to Owner's satisfaction that, within previous five (5) years, it has successfully performed and completed in a timely manner at least three (3) projects similar in scope and type to work required on this project involving a building of historic significance.
1. Foreman: Mortar preparation shall be directly supervised by a full-time foreman with experience equal to or greater than that required of Restoration Specialist. Foreman shall be on site daily for duration of work of this Section. Same foreman shall remain on project throughout work unless Owner deems his performance unacceptable.
2. Mechanics: Mortar preparation shall be carried out by a steady crew of skilled mechanics who are thoroughly experienced with materials and methods specified and have a minimum of three (3) years' experience

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with work on historic buildings similar to that required by this Section. In acceptance or rejection of work of this Section, no allowance will be made for workers' incompetence or lack of skill.

B. Source of Materials: Obtain each type of material required for mortars from a single source to ensure uniform quality, performance, and appearance.

1.04 SUBMITTALS

A. Qualification Data: Submit qualification data for firm and personnel specified in "Quality Assurance" Article that demonstrates that both firm and personnel have capabilities and experience complying with requirements specified. For firm and foreman, provide a list of at least three (3) completed projects similar in size and scope to work required on this project. For each project list project name, address, architect, supervising preservation agency, scope of contractor's work, and other relevant information. Submit this information with the bid.
   1. QD1 Firm Qualification.
   2. QD2 Foreman Qualification.

B. Product Data (PD1): Submit manufacturer's published technical data for each product to be used in work of this Section including material description, chemical composition (ingredients and proportions), physical properties, recommendations for application and use, test reports and certificates verifying that product complies with specified requirements, and Material Safety Data Sheets (MSDS).

C. Samples: Include materials and proportions with each mortar sample.
   1. S1 Mortar for Rebuilding Stone Units: Cured 4-inch x 4-inch x 1-inch samples.
   2. S2 Mortar for Pointing Stone Masonry: Cured samples set in 1/2-inch by 6-inch plastic or aluminum channels.
   3. S3 Sand: Two-pound sample of each type and grade of sand proposed for use in mortars, patching mortars, and grouts. Include sieve analysis with each sample.

D. Additional Submittals (ASx): Submit any additional submittals required by the Architect to ensure proper completion of the work of this Section. Number additional submittals consecutively.

1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver and store materials in manufacturer's original sealed containers or packaging, clearly labeled with manufacturer's name, address and product identification, including grade, type, and color. Immediately reseal containers after partial use.

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B. Store materials in spaces complying with pertinent federal, state, and local laws, codes, and regulations.
   1. Maintain temperatures in storage spaces within range recommended by manufacturer of material being stored in each case. Protect liquid components from freezing.
   2. Store products and materials at least 4 inches above floor and protect them from water, dampness, or high humidity.

C. Deliver, store, and handle all products and materials to prevent damage, deterioration, or degradation and intrusion of foreign material.

D. Discard and remove from site deteriorated or contaminated materials and products that have exceeded their expiration dates. Replace with fresh materials.

1.06 PROJECT CONDITIONS

A. Prohibited Materials: Masonry cements, masonry mortars, and all other ingredients except those specifically specified in this Section or those specifically reviewed by Owner/Engineer in writing are strictly prohibited.

B. Coordination: Coordinate preparation of mortars specified herein with mortars specified elsewhere in these specifications to ensure proper completion of all work.

1.07 ENVIRONMENTAL CONDITIONS

A. General: Perform work only when temperature of products being used and air temperature and humidity comply with manufacturer's requirements and requirements of this Section. In case of conflict, the most stringent requirements shall govern.

B. Proprietary Materials: Do not use proprietary patching materials and mortars unless temperatures are between 50 deg F and 80 deg F and will remain within that range for at least 48 hours after work has been completed unless work at other temperatures is specifically approved by manufacturer and reviewed by Owner/Engineer.

C. Mortars: Do not mix or use mortars when air or masonry temperature is below 40 deg F or when it is expected to drop below 40 deg F within 48 hours of mortar application.
   1. Remove masonry work determined by Owner/Engineer to have been damaged by freezing conditions and replace mortar to comply with requirements of this Section to Owner/Engineer's satisfaction.

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PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

A. Grade and Quality: Materials shall conform to requirements of this Section and shall be new, free from defects, and of recent manufacture.

B. Ready-Mixed Products: Wherever a ready-mixed product is specified for use, containers shall bear labels giving exact formula of contents.

C. Manufacturer's Instructions: Comply with material manufacturer's instructions for use of products (including surface preparation, mixing, applying, drying, etc.). In case of conflict with requirements of this Section, the more stringent requirements shall govern in each case.

2.02 MORTAR AND GROUT MATERIALS

A. White Portland Cement: ASTM C 150, Type I.

B. Portland Cement: ASTM C 150, Type I or Type II, non-staining. Do not use masonry cement.

C. Hydrated Lime: ASTM C 207, Type S.

D. Sand: ASTM C 144. Clean sharp sand, free of loam, silt, soluble salts, organic matter, and other deleterious substances. Where mortar is to match existing mortar, select sand or other aggregate to provide mortar matching color and texture of original mortar (with minimum addition of pigment).
   1. Sand for Patching Mortars and Grouts: Provide fine sand, sieve sand, sieve and mix different sands, or use a combination of these methods and other approved methods to provide aggregate of size and color to match existing material following requirements of Section 2.4 Replication Mortar Mix.

E. Water: Clean, potable, and free of materials detrimental to mortars and grouts, masonry units, and embedded accessories.

F. Additional Additives: Do not use admixtures or other ingredients other than those specified except as specifically reviewed in writing by Owner/Engineer.

2.03 MORTAR MIXES

A. Mortar for Setting Stone Units: Mortar shall comply with ASTM C 270, "Standard Specification for Mortar for Unit Masonry," Type "N" Mortar with a 28 day cube compressive strength of a minimum of 750 psi.

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B. Mortar for Pointing Stone Masonry: Mortar shall comply with ASTM C 270, "Standard Specification for Mortar for Unit Masonry," Type "N" Mortar with a 28 day cube compressive strength of a minimum of 750 psi and shall match cleaned mortar in existing stone masonry.

2.04 REPLICATION MORTAR MIX

A. The following mortar mix is designed to replicate the visual characteristics of the original pointing mortar while allowing for adjustments in the mix design that enhance the mortar's performance as part of the masonry assembly. The proportions of this mix conform to a Type N mortar (ASTM C270), which has a minimum compressive strength of 750 psi after 28 days. A Type N mortar is recommended based on the kind of stone used and an exterior exposure.

B. Sieving of the listed sand will be necessary to remove all material that is retained by a #16 sieve. Thus, the specification for the sand should require conformance to ASTM C144 with this modification.

C. All ratios listed below are expressed in parts per volume, not weight. Mortar materials should be carefully measured by known volume.
1. 1/2 (one half) part grey Portland cement (conforming to ASTM C150, Type I)
2. 1/2 (one half) part white Portland cement (conforming to ASTM C10, Type I).
3. 1 (one) part hydrated lime (conforming to ASTM C 207, Type S)
4. 4 (four) parts "180 sand," described as a natural white mason sand, and sold by Schofield Stone, 831 Main Street, Bridgewater, New Jersey 08807; www.schofieldstone.com.
5. 2 (two) parts "107 sand", described as a light yellow mason sand, and sold by Schofield Stone, 831 Main Street, Bridgewater, New Jersey 08807; www.schofieldstone.com.

D. Both the 180 sand and the 107 sand should be run through a screen to remove all particles that do NOT pass a US Standard #16 screen (1.18 mm).

2.05 MIXING OF MORTARS AND GROUTS

A. Measure ingredients carefully using containers so that proportions are controlled and maintained throughout all work periods.

B. Mix mortar and grout in an approved type of power operated batch mixer. Mix for time required to produce a homogeneous plastic mortar but not less than five minutes: approximately two minutes for mixing dry materials and not less than three minutes for mixing after water has been added.

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C. Use minimum amount of water to produce a workable consistency for mortar's intended purpose.
   1. Mortar for Pointing: As dry a consistency as will produce a mortar sufficiently plastic to be worked into joints.
   2. Mortar for Grout: Consistency appropriate for insertion into joints at repairs and/or modification of existing units.

D. Where mortar is required in small batches of less than one cubic yard and Owner/Engineer specifically accepts, mortar may be mixed by hand in clean wooden or metal boxes prepared for that purpose provided that Owner/Engineer accepts mixing boxes and methods of mixing and transferring mortar.

E. After mixing, mortars for pointing masonry and mortars for setting masonry shall sit for 20 minutes prior to use to allow for initial shrinkage. Mortar shall be placed in final position within one hour of mixing. Re-tempering of partially hardened material is not permitted.

F. Mixing Proprietary Products: Mix proprietary products in strict accordance with manufacturer's directions.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Install mortars and grouts as part of work of the following Sections:
   1. Section 04 91 00, "Masonry Pointing."

END OF SECTION

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SECTION 04 91 00

MASONRY POINTING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the work of masonry pointing as indicated and specified herein, including, but not limited to, the following:
   1. Removing existing mortar, preparing joint surfaces, installing new custom mortar(s), and tooling joints to match profile of original joints.
   2. Pointing joints in rebuilt stone masonry.
      a. Removal of cement paste from finished joint to expose aggregate so that new joints shall match existing weathered joints.
   3. Cleaning excess mortar from masonry surfaces.

B. Intent: It is the specific intent of this Section to provide for the uniform appearance and weather tightness of mortar joints that match the profiles of original mortar joints at Stone masonry. All work required to accomplish this intent shall be included. Contractor shall correct damage to existing masonry caused by pointing work to Owner/Engineer's satisfaction at no additional cost to Owner.

C. Related Sections: The following Sections contain requirements that relate to this Section:
   1. Section 04 05 13.91, "Restoration Mortars and Grouts"
   2. Other Sections which affect or are affected by the work of this section.

1.03 QUALITY ASSURANCE

A. Restoration Specialist: Award masonry pointing work to a firm regularly engaged in pointing masonry on historic buildings that can demonstrate to Owner's satisfaction that, within previous five (5) years, the firm has successfully performed and completed in a timely manner at least three (3) projects similar in scope and type to work required on this project involving a building of historic significance.

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1. Foreman: Masonry pointing shall be directly supervised by a full-time foreman with experience equal to or greater than that required of Restoration Specialist. Foreman shall be on site daily for duration of work of this Section. Same foreman shall remain on project throughout work unless Owner deems his performance unacceptable.
2. Mechanics: Masonry pointing shall be carried out by a steady crew of skilled mechanics who are thoroughly experienced with materials and methods specified and have a minimum of three (3) years' experience with work on historic buildings similar to that required by this Section. In acceptance or rejection of work of this Section, no allowance will be made for workers' incompetence or lack of skill.

B. Qualification of Technicians Preparing Mortar Joints: Each technician proposed for use on project shall be required to successfully complete joint preparation samples specified below in presence of Owner/Engineer prior to beginning work on project. Unsuccessful performance in completing these samples will be grounds for rejection of this technician for this job.
1. Cutting and Raking Joints 1/4-Inch or Greater in Width: Six linear feet without damage to arrises or surfaces of masonry.
2. Hand Raking Joints Less than 1/4-Inch Wide: Six linear feet without more than 1/4-inch chip per three feet of joint.

C. Specialty Tools and Equipment: Purchase special tools and equipment, purchase and modify standard tools and/or special tools and equipment, and design, provide, and fabricate custom tools and equipment as required to remove mortar from joints in stone masonry without damaging faces or arrises of masonry units. In acceptance or rejection of work of this Section, no allowance will be made for inadequate performance of tools and equipment or for damage caused by use of tools and equipment. Contractor shall provide tools that allow mortar to be removed from joints without causing damage to masonry units.

D. Source of Materials: Obtain each type of material used for masonry pointing from a single source to ensure a match in quality, performance, and appearance.

E. Repair or replace all masonry units damaged during masonry pointing as directed by Owner/Engineer and to Owner/Engineer's satisfaction at no additional cost.

1.04 SUBMITTALS

A. Qualification Data: Submit qualification data for firm and personnel specified in "Quality Assurance" Article that demonstrates that both firm and personnel have capabilities and experience complying with requirements specified. For firm and foreman, provide a list of at least three (3) completed projects similar in size and scope to work required on this project. For each project list project name, address, architect, supervising preservation agency, scope of contractor's work, and other relevant information. Submit this information with the bid.

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1. QD1 Firm Qualification.
2. QD2 Foreman Qualification.

B. Mortar Samples: Samples of all mortars required for work of this Section as specified under Section 04 05 13.91, "Restoration Mortars and Grouts."

C. Product Data (PD1): Submit manufacturer's published technical data for each product to be used in work of this Section including material description, chemical composition (ingredients and proportions), physical properties, recommendations for application and use, test reports and certificates verifying that product complies with specified requirements, and Material Safety Data Sheets (MSDS).

D. Work Description: Detailed description of materials and procedures to be used in joint preparation and pointing, including but not limited to:
1. WD1 Proposed materials, methods, tools, and equipment for preparation and pointing.
2. WD2 Descriptions outlining proposed methods and procedures for protection of personnel, public, and existing construction during work of this Section.

E. Field Samples
1. General: Submit paperwork as for samples and provide samples at project site.
   a. Locate field samples as directed by Owner/Engineer.
   b. Notify Owner/Engineer 48 hours prior to start of each field sample.
   c. Prepare field samples in presence of Owner/Engineer. Samples not prepared in Owner/Engineer's presence will not be accepted.
   d. Use crew that will execute the work and follow requirements of this Section.
   e. Allow field samples involving mortar to dry to attain final color, at least seven days. Notify Owner/Engineer when field samples are ready for inspection.
   f. Repeat field samples as necessary to obtain Owner/Engineer's acceptance.
   g. Protect accepted field samples to ensure that they are without damage, deterioration, or alteration at time of Substantial Completion.
   h. Reviewed field samples in undamaged condition at time of Substantial Completion may be incorporated into the work.
   i. Reviewed field samples will represent minimum acceptable standards for masonry pointing work. Subsequent masonry pointing that does not meet standards of reviewed field samples will be rejected.

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2. Prepare the Following Field Samples
   a. FS1 Joint Preparation in Stone Masonry: Two units; one of each type of stone.
   b. FS2 Pointing of Joints in Stone Masonry: Two units; one of each type of stone.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store materials in manufacturer's original sealed containers or packaging, clearly labeled with manufacturer's name, address, and product identification, including grade, type, and color. Immediately reseal containers after partial use.
   1. Maintain temperatures in storage spaces within range recommended by manufacturer of material being stored in each case. Protect liquid components from freezing.
   2. Store products and materials at least 4 inches above floor and protect them from water, dampness, or high humidity.

B. Deliver, store, and handle all products and materials to prevent damage, deterioration, or degradation and intrusion of foreign material.

C. Discard and remove from site deteriorated or contaminated materials and products that have exceeded their expiration dates. Replace with fresh materials.

1.06 PROJECT CONDITIONS

A. Safety: Provide all measures necessary to protect all persons, whether or not involved with work of this Section, from risk or harm caused by work of this Section.

B. Protection of Building and Property
   1. Protect all adjacent elements and materials from damage or deterioration during work of this Section. Provide all necessary protection and procedures to protect masonry not being pointed and all other elements and materials.
   2. Repair damage to elements and materials caused by masonry pointing work, using mechanics experienced in the respective type of work, to Owner/Engineer's satisfaction at no additional cost.
   3. Protect all components of storm drainage systems against damage and blockage caused or accelerated by work of this Section.
   4. Protection from Weather: Protect exposed areas of building, including areas of masonry from which mortar has been removed, from penetration by wind, water, or other forces at all times when work is not in progress.

C. Protection of Environment: Provide all precautions necessary to protect site, site features, air, water, and other elements of the environment from damage or deterioration caused by work of this Section.

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D. Dust: Minimize dissemination of dust to greatest extent possible.
   1. Use all means necessary to prevent dust from entering building.

E. Protection of Masonry Being Pointed: Use all necessary care to protect existing masonry from damage during work of this Section. Take special care in removing existing mortar to ensure that no arrises are damaged, chipped, or broken. Contractor shall replace or repair masonry units damaged by work of this Section to complete satisfaction of Owner/Engineer at no additional cost.

F. Staining: Prevent mortar from staining face of masonry to be left exposed. Protect sills, ledges, and projections from mortar droppings. Immediately remove mortar in contact with such masonry. Protect base of walls from rain splashed mud and mortar splatter by means of coverings spread on ground and over wall surface.

G. Protection from Rain: Protect pointed joints from direct attack by rain or other precipitation for at least 24 hours after mortar has been applied.

H. Coordination: Coordinate work of this Section with work of other sections to ensure proper completion of work.

I. Contract Drawings: Drawings are two-dimensional representations of three-dimensional objects and do not show all surfaces. Perform work on surfaces of projections, reveals, ornament, and other elements associated with areas on which work is indicated.

J. Access for Inspection and Review: Provide Owner/Engineer access on a regular basis to locations on which testing or field samples are being carried out, on which work is ongoing, and where work has been completed to allow for inspections and review. Provide means of access and safety precautions required to facilitate inspections and reviews.

1.07 ENVIRONMENTAL CONDITIONS

A. Use materials only within manufacturers' recommended temperature ranges.

B. All Masonry Pointing work is to be done when the ambient air temperature is min. 40°F and rising. No work shall be performed when the ambient air temperature is below 40°F.

C. Cold Weather Protection of Completed Masonry Pointing Work: Protect completed masonry in the following manner. Temperature ranges indicated apply to anticipated minimum night temperatures.
   1. Temperature Range 40 deg F to 32 deg F: Protect masonry from rain or snow for at least 24 hours by covering with weather-resistive membrane.

D. Damage Caused by Freezing: Remove stone masonry restoration work determined by Owner/Engineer to have been damaged by freezing conditions. Replace work to comply with requirements of this Section.

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E. Hot Weather Construction: During hot weather, protect stone masonry restoration work from premature or too-rapid curing by use of dampened fabric coverings.

F. Use of Patching Mortars: Apply proprietary patching materials only when temperature of masonry, temperature of air, and temperature of patching material are between 50 deg F and 85 deg F, unless material manufacturer's requirements are more restrictive.

PART 2 - PRODUCTS

2.01 TOOLS

A. Hand Tools for Joint Preparation: Chisels, hammers, and mallets.
   1. Chisels
      a. Thickness: Chisels shall have a maximum thickness of 5/8 times joint width extending back from tip of chisel at least twice depth at which chisel will be inserted into joint.
      b. Sharpness: Chisels shall be sharp.
   2. Special Tools: Provide special knives or special thin cutter blades for use in joints less than 1/8-inch wide.

B. Electric Grinder for Use in Joint Preparation: Small, hand-held electric grinders with diamond or abrasive blades no greater than 3/32 inch thick and a maximum of 4-1/2 inch diameter may be used to cut joints only under certain conditions as described in Part 3, below and if specifically reviewed by Owner/Engineer.

C. Pneumatic Die Grinder for Use in Joint Preparation: Small, pneumatic die grinder with special blades may be used to partially prepare joints only under certain conditions as described in Part 3, below, and if specifically approved by Owner/Engineer.
   1. Grinder: "Right Angle Die Grinder," 25,000 RPM, 0.30 horsepower, as supplied by McMaster-Carr (Product No. 4576A88), P.O. Box 440, New Brunswick, NJ 08903-0440 (730) 329-3200, or Owner/Engineer reviewed equal.
   2. Blades: Thin diamond matrix blades not exceeding 0.090-inch-thick and 3 inches in diameter as manufactured by CDP Diamond Products, 11919 Globe, P.O. Box 51727, Livonia, MI 48151 (800) 521-0638, or Owner/Engineer reviewed equal. Provide the following blades as appropriate for joint conditions and as reviewed by Owner/Engineer.

Blade Diameter	Blade Thickness	Arbor Size	Grit and Grinding Medium
2 3/4 inches	0.060 inch	1/4 inch	N40 30/40 100 Con

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3 inches	0.090 inch	1/4 inch	N40 30/40 100 Con
2 1/2 inches	0.090 inch	1/4 inch	N40 30/40 100 Con

D. Brushes: Stiff, soft fiber bristle brushes.

E. Trowels for Pointing: Long, thin pointing trowels narrower than joints being pointed.
   1. Fabricate special trowels for pointing as necessary to provide for proper insertion and compaction of mortar.

2.02 MORTAR

A. Follow requirements of Section 04 05 13.91 – "Restoration Mortars and Grouts". Mortar and grout for each location shall match existing original mortar (in clean condition) in color, texture, and other visual qualities. Match existing mortar on the building.

2.03 MISCELLANEOUS PRODUCTS AND EQUIPMENT

A. Air Compressor and Accessories: Air compressor capable of supplying compressed air at flow rate and pressure for optimum operation of tools and equipment.
   1. Filters: Provide filters to remove water, oil, and abrasive particles from air used to drive tools and to blow clean masonry to be pointed.

B. Moisture Retaining Cover: Burlap backed by polyethylene sheet. Provide Burlene, or Owner/Engineer reviewed equal.

C. Cleaner to remove Excess Mortar: "Sure Klean® Limestone & Masonry Afterwash" as manufactured by ProSoCo, Inc., 3741 Greenway Circle, Lawrence KS 66046 (800) 255-4255, or Owner/Engineer reviewed equal.

D. Cleaner to remove Lime Stains: "Sure Klean® 101 Lime Solvent" manufactured by ProSoCo, Inc., 3741 Greenway Circle, Lawrence, KS 66046 (800)-255-4255, or Owner/Engineer reviewed equal.

PART 3 - EXECUTION

3.01 GENERAL PREPARATION

A. Examine areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of work. Do not proceed until unsatisfactory conditions have been corrected.

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B. Before removing mortar using hand methods or power methods that generate airborne dust, erect dust impervious barriers and take other measures necessary to prevent dust from traveling beyond work platform.

3.02 JOINT PREPARATION

A. Remove mortar from joints to a depth of 2 ½ times joint width, or to sound mortar, whichever is greater. In all cases remove all deteriorated, weathered, and loose material.

B. Provide shims or wedges as required and/or phase mortar removal to prevent loosening of stones in the mortar removal process.

C. Do not damage faces and arrises of masonry units in any way during joint preparation.

D. Joint preparation shall cease if, in Owner/Engineer's judgment, Contractor's methods are damaging masonry units. Work shall not resume until tools, technicians, and methodology have been corrected to meet quality standard of accepted field sample.

E. Remove completely mortar from surfaces of masonry units adjoining joint to allow new mortar to bond directly with masonry units. Remove mortar to create surface at rear of joint that is uniform and roughly perpendicular to sides of joint.

F. Mortar Removal
   1. Hand Tools: Use only hand tools to remove mortar from all joints less than 1/4-inch wide, from joints less than 4 inches long, and from other joints in which use of power tools might damage masonry units. Use hand tools to complete mortar removal from joints where power tools have been used to partially remove mortar.
      a. Rake mortar from narrow joints using a sharp knife blade or cutter made for this purpose. Cutter may be used with or without aid of a hammer.
      b. Sharpen chisels hourly to minimize chipping.
      c. When using chisels, do not apply chisel to surface of mortar where there is no void into which mortar can be driven.

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2. Electric and Pneumatic Tools: With specific prior acceptance from Owner/Engineer following successful demonstrations of skill by mechanics, accepted electric grinders and pneumatic die grinders with thin abrasive blades may be used to partially remove mortar from horizontal joints in stone masonry and from joints in stone masonry where there is no danger of cutting into adjacent masonry units.
   a. Demonstrated Ability of Mechanics: Prior to beginning work, demonstrate that technicians using power tools are proficient in use of these tools for joint preparation. Failure to demonstrate to Owner/Engineer's satisfaction that each worker is proficient and that use of power tools to partially remove mortar from joints does not result in damage to masonry shall result in prohibition of use of power tools for joint preparation. If proficiency is not demonstrated, or if work in progress results in damage to masonry to remain, all power tool work shall cease, power tools shall be removed from project site, and joints shall be prepared using only hand tools.
   b. Limitations on Use of Power Tools
      1) Do not use power tools on joints less than 1/4 inch wide, on other joints less than 4 inches long, or where ornament or other surface irregularity might make damage to masonry units likely.
      2) Use power tools only to score one kerf cut in center of each joint to depth of mortar removal required. Remove remaining mortar using hand tools.
      3) Stop kerf at least 2 inches from inside corners and projecting elements. Remove remaining mortar using hand tools.
      4) Construct jigs to guide power tools as required to prevent damage to adjacent masonry units.

G. Cleaning: Remove loose mortar and foreign material from raked joints using a fine, stiff, natural bristle brush. Remove remaining particles, dust, and dirt using filtered, oil-free compressed air. Ensure that dust and dirt are not blown back into joints that have previously been cleaned.

H. Repair or replace masonry units damaged during joint preparation process to Owner/Engineer's satisfaction at no additional cost.

3.03 MORTAR APPLICATION

A. Wetting: Thoroughly wet masonry 24 hours prior to and again immediately before pointing. Let surfaces dry slightly. At time of pointing, surfaces shall be damp, so that they do not rapidly absorb moisture, but free of standing water (saturated, surface dry).
   1. Failure to Properly Wet Substrate: Evidence that masonry being pointed or previously pointed masonry has not been properly dampened to prevent

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too rapid absorption of water from mortar will be cause for Owner/Engineer to reject pointing work. Remove rejected pointing, properly prepare substrate as specified herein, and provide new pointing to meet requirements of this Section at no additional cost.

B. Pointing: Point joints as follows.
   1. In areas where bedding mortar is disaggregated or missing, fill voids behind joint surface with same mortar used for wall reconstruction.
   2. Repoint in lifts as necessary to prevent cracking of completed repointing.
   3. Using a long, thin pointing trowel, tightly pack mortar into joints in layers not exceeding 3/8 inch thick to fill joint to match original sound joints.
   4. Begin by filling areas from which mortar is missing to a depth greater than 3/4 inch in 3/8-inch-thick layers to within 3/4 inch of wall surface to provide a uniform substrate for final pointing. Fill final 3/4-inch-depth continuously and uniformly in 1/4-inch-thick layers.
   5. Firmly iron each layer to compact mortar to ensure full bond between mortar and masonry units and a firm, solid joint.
   6. Allow each layer to reach thumbprint hardness before applying succeeding layer. Do not let previous layer dry out before applying succeeding layer.
   7. Do not spread mortar over edges onto exposed surfaces of masonry units. Do not featheredge mortar.
   8. Leave small section of vertical joints (2") at base of wall open every two feet to allow water collecting behind wall to exit. No weep device is required.
   9. When stopping work at end of each day or for other reasons, stagger layers of mortar so that there will be no through joints in pointing. Stagger joints in layers so that joints are at least 3 inches from each other.
   10. Where one day's work joins that of previous day, dampen previous work to ensure good bond.

C. Finishing Joints:
   1. It is the intent to have new pointing and joints match the existing weathered joints.
   2. Tool surface of joint to recess mortar slightly from face of stone.
   3. Remove cement paste from finished joints to expose aggregate.

3.04 JOINT TOOLING

A. Tooling: Tool joints after final layer of mortar is "leather hard."

B. Profile: Tool to match profile of original joint(s) at Stone exactly. Solidly compress mortar so that it adheres well to masonry on both sides and forms a dense surface. Premature or late tooling will result in unacceptable finishes, which will be rejected.

C. Overworking: Do not over tool joint surface. Excessive tooling will draw excess binder and pigment to the surface. Excessively tooled joints will be rejected.

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3.05 CURING

A. Keep newly pointed joints damp for at least 48 hours after mortar has been inserted.

B. Ensure masonry temperature remains as required by specifications until mortar is thoroughly cured.

C. Failure to properly cure mortar including, but not limited to, failure to keep masonry damp or allowing masonry to be exposed to precipitation or direct application of water shall be cause for Owner/Engineer to reject pointing work. Remove rejected pointing, prepare joints, and provide new pointing to comply with requirements of this Section.

3.06 CLEANING AND REPAIR OF MORTAR JOINTS

A. Water Washing: Wash pointed masonry with clean filtered water to remove mortar debris from masonry surfaces.
   1. Wash within 48 hours following completion of pointing.
   2. Use rough towels along with water to remove mortar debris. Remove remaining mortar with blunt-edged wood scrapers or stiff fiber bristle brushes that will not damage mortar or stone. Do not use wire brushes.

B. Removal of Lime Stains and Efflorescence: Clean completed work with Sure Klean 101 Lime Solvent, or Owner/Engineer reviewed equal to remove lime staining and efflorescence.

C. Repair of Pointed Joints: As cleaning progresses, examine joints to locate cracks, holes and other defects. Carefully point up and fill such defects with mortar to match adjacent. Where necessary in opinion of Owner/Engineer, cut out joints and refill with pointing mortar. Ensure that color matches that of adjacent pointing. Exposed joint surfaces shall be free from protruding mortar, holes, pits, depressions, and other defects.

3.07 CORRECTIVE MEASURES

A. Should mortar in any joint fail in adhesion or cohesion or should a crack occur in any joint surface, cut out mortar and repoint following requirements of this Section to Owner/Engineer's satisfaction.

B. Should Owner/Engineer determine that any masonry pointing work does not equal or exceed minimum standard established by accepted field sample, remove mortar to a depth of 3/4 inch and repoint following requirements of this Section to Owner/Engineer's satisfaction.

END OF SECTION

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SECTION 06 10 01

ROUGH CARPENTRY

PART 1 - GENERAL

1.01 DESCRIPTION

A. Under this Section, the Contractor shall provide all labor, materials and equipment required to furnish and install Rough Carpentry, as shown on the Plans, as specified, and/or as directed.

1.02 REFERENCES

A. The publications listed below and their latest revisions form a part of this Specification to the extent referenced. The publications are referred to in the text by the basic designation only.
   1. American Institute of Timber Construction (AITC) Publication:
      a. A190.1 - Structural Glued Laminated Timber (ANSI/AITC A190.1)
   2. American National Standards Institute, Inc. (ANSI) Publications:
      a. B18.2.1 - Square and Hex Bolts and Screws, Inch Series Including Hex Cap Screws and Lag Screws
      b. B18.2.4 - Square and Hex Nuts
      c. B18.5 - Round Head Bolts (Inch Series)
      d. B18.6.1 - Wood Screws (Inch Series)
   3. American Plywood Association (APA) Publications:
      a. E30-F - APA Design/Construction Guide, Residential and Commercial
      b. E445-J - Performance Standards and Policies for APA Structural-Use Panels (APA PRP-108)
   4. American Society for Testing and Materials (ASTM) Publications:
      a. A525 - Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, General Requirements for
      b. A687 - High-Strength Non-headed Steel Bolts and Studs
      c. C79 - Gypsum Sheathing Board
      d. C208 - Insulating Board (Cellulosic Fiber), Structural and Decorative
      e. D2277 - Fiberboard Nail-Base Sheathing
   5. American Wood-Preservers' Association (AWPA) Publications:
      a. C1 - All Timber Products - Preservative Treatment by Pressure Process
      b. C2 - Standard for the Preservative Treatment of Lumber, Timber, Bridge Ties, and Mine Ties by Pressure Treatment
   6. C9 - Plywood - Preservative Treatment by Pressure Process

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7. C28 - Structural Glued Laminated Members and Laminations Before Gluing, Pressure Treatment
8. M2 - Standard for Inspection of Treated Timber Products
9. M6 - Brands Used on Forest Products
10. American Wood Preservers Bureau (AWPB) Publication:
    a. LP22 - Standard for Softwood Lumber, Timber, and Plywood Pressure Treated with Waterborne Preservatives for Ground Contact Use
11. Northeastern Lumber Manufacturers Association (NELMA) Publication:
    a. SGRNL - Standard Grading Rules for Northeastern Lumber
12. National Forest Products Association (NFP) Publications:
    a. NDS - National Design Specification for Wood Construction, Design Values for Wood Construction
    b. WCD1 - Manual for House Framing
13. U.S. Department of Commerce Product Standards (PS):
    a. PS-1 - Construction and Industrial Plywood
    b. PS-2 - Performance Standard for Wood-based Structural-use Panels
    c. PS-20 - American Softwood Lumber Standard
    d. PS-56 - Structural Glued Laminated Timber
    e. PS-58 - Basic Hardboard
14. Truss Plate Institute (TPI) Publications:
    a. DSB - Recommended Design Specification for Temporary Bracing of Metal Plate Connected Wood Trusses
    b. TPI 1 - National Design Standards for Metal Plate Connected Wood Truss Construction
    c. BCSI 1 - Guide to Good Practice for Handling, Installing & Bracing of Metal Plate Connected Wood Trusses

1.03 SUBMITTALS: Submit the following.

A. Statements:
   1. Certificates of grade

Submit certificates attesting that products meet the grade requirements specified in lieu of grade arkings where appearance is important and grade marks will deface material.

B. Factory Test Report:
   1. Treatment standard compliance

Submit report required in paragraph entitled "Preservative-Treated Lumber and Plywood".

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1.04 DELIVERY AND STORAGE

A. Deliver materials to the site in an undamaged condition. Carefully store materials off the ground to provide proper ventilation, drainage, and protection against dampness. Remove defective and damaged materials and provide new materials.

1.05 GRADING AND MARKING

A. Lumber: Mark each piece of framing and board lumber or each bundle of small pieces of lumber with the grade mark of a recognized association or independent inspection agency. Such association or agency shall be certified by the Board of Review, American Lumber Standards Committee, to grade the species used.

B. Plywood: Mark each sheet with the mark of a recognized association or independent inspection agency that maintains continuing control over the quality of the plywood. The mark shall identify the plywood by species group or span rating, exposure durability classification, grade, and compliance with PS-1.

C. Preservative-Treated Lumber and Plywood: The Contractor shall be responsible for the quality of treated wood products. Each treated piece shall be inspected in accordance with AWPA M2 and permanently marked or branded, by the producer, in accordance with AWPA M6. The Contractor shall provide the Engineer with the inspection report of an independent inspection agency that offered products comply with applicable AWPA Standards. The AWPB LP22 Quality Mark "LP-22"on each piece will be accepted, in lieu of inspection reports, as evidence of compliance with applicable AWPA treatment standards.

D. Hardboard, Gypsum Board, and Fiberboard: Mark each sheet or bundle to identify the standard under which the material is produced and the producer.

1.06 SIZES AND SURFACING:

A. PS-20 for dressed sizes of yard and structural lumber. Lumber shall be surfaced four sides. Size references, unless otherwise specified, are nominal sizes, and actual sizes shall be within manufacturing tolerances allowed by the standard under which the product is produced.

1.07 MOISTURE CONTENT

A. Air-dry or kiln-dry lumber. Kiln-dry treated lumber after treatment. Maximum moisture content of wood products shall be as follows at the time of delivery to the job site:
   1. Framing lumber and boards - 19 percent maximum
   2. Timbers 5 inches and thicker - 25 percent maximum
   3. Materials other than lumber - Moisture content shall be in accordance with standard under which the product is produced

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1.08 PRESERVATIVE TREATMENT

A. Lumber and timber shall be treated in accordance with AWPA C1 and AWPA C2, and plywood in accordance with AWPA C1 and AWPA C9. Structural glued laminated timber shall be treated in accordance with AWPA C1 and AWPA C28. All wood shall be air or kiln dried after treatment. Specific treatments shall be verified by the report of an approved independent inspection agency, or the AWPB Quality Mark on each piece. Do not incise surfaces of lumber that will be exposed. Brush coat areas that are cut or drilled after treatment with either the same preservative used in the treatment or with a 2 percent copper naphthenate solution in accordance with CCA-4, retention assay of 0.40 pounds per cubic foot. The following items shall be preservative treated:

1. Nailers, edge strips, crickets, curbs, and cants for roof decks.

PART 2 - PRODUCTS

2.01 LUMBER

A. Structural Lumber: Except where a specific grade is indicated or specified. Any of the species and grades listed in NFP NDS that have allowable unit stresses in pounds per square inch (psi) not less than 1,200 Fb, with 1,200,000 E allowable unit stresses indicated. Use for joists, rafters, headers, trusses, beams (except collar beams), columns, posts, stair stringers, girders, and all other members indicated to be stress rated.

B. Framing Lumber: Framing lumber such as studs, plates, caps, collar beams, cant strips, bucks, sleepers, nailing strips, and nailers and board lumber such as subflooring and wall and roof sheathing shall be one of the species listed in the table below. Minimum grade of species shall be as listed.

Table of Grades for Framing and Board Lumber

Grading Rules	Species	Framing	Board Lumber
NELMA SGRNL Standard Grading Rules	Balsam Fir, Eastern Hemlock - Tamarack, Eastern Spruce, Eastern White Pine, Northern Pine, Northern Pine Cedar	All Species: Standard Light Framing or No. 3 Structural Light Framing (Stud Grade For 2 x 4 Size, 10 Feet and Shorter)	All Species: No. 3 Common Except Standard for Eastern White and Northern Pine

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2.02 PLYWOOD AND STRUCTURAL-USE PANELS

A. PS-1 and APA E445-J, respectively.

B. Roof Sheathing:
   1. Plywood: C-D Grade, Exposure 1, with an Identification Index of not less than 24/0.

2.03 OTHER MATERIALS

A. Hardboard Underlayment: PS-58, service class, sanded on one side, 1/4-inch thick, 4-feet wide.

B. Air Infiltration Barrier: Cross laminated polyethylene, UV resistant.

2.04 ROUGH HARDWARE

A. Unless otherwise indicated or specified, rough hardware shall be of the type and size necessary for the project requirements. Sizes, types, and spacing of fastenings of manufactured building materials shall be as recommended by the product manufacturer unless otherwise indicated or specified. Rough hardware exposed to the weather or embedded in or in contact with preservative treated wood, exterior masonry, or concrete walls or slabs shall be zinc-coated.

B. Bolts, Nuts, Studs, and Rivets: ANSI B18.2.1, ANSI B18.5, ANSI B18.2.2, and ASTM A687. Provide a flat washer under each bolt head and a flat and lock washers under each nut.

C. Lag Screws and Lag Bolts: ANSI B18.2.1.

D. Wood Screws: ANSI B18.6.1.

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PART 3 - EXECUTION

3.01 INSTALLATION

A. Conform to NFP WCD1 unless otherwise indicated or specified. Fit framing lumber and other rough carpentry, set accurately to the required lines and levels, and secure in place in a rigid manner. Do not splice framing members between bearing points. Set joists, rafters, and purlins with their crown edge up. Faces of framing members which will receive gypsum wallboard shall not vary more than 1/8 inch from the plane of the faces of adjacent framing, bridging, or furring members. Frame members for the passage of pipes, conduits, and ducts. Do not

cut or bore structural members for the passage of ducts or pipes without approval. Reinforce all members damaged by such cutting or boring by means of specially formed and approved sheet metal or bar steel shapes, or remove and provide new, as approved. Provide as necessary for the proper completion of the work all framing members not indicated or specified. Spikes, nails, and bolts shall be drawn up tight. Use slate or steel shims when leveling joists, beams, and girders on masonry or concrete. Do not use shimming on wood or metal bearings.

B. Plywood and Structural-Use Panel Roof Sheathing: Install with the grain of the outer plies or long dimension at right angles to supports. Stagger end joints and locate over the center lines of supports. Allow 1/8-inch spacing at panel ends and 1/4 inch at panel edges. Nail panels with 8-penny common nails or 6-penny annular rings or screw-type nails spaced 6 inches o.c. at supported edges and 12 inches o.c. at intermediate bearings.

3.02 MISCELLANEOUS

A. Wood Roof Nailers, Edge Strips, Crickets, Curbs, and Cants: Provide sizes and configurations indicated or specified and anchored securely to continuous construction.

1. Roof Nailing Strips: Provide roof nailing strips for roof decks as as specified. Apply nailing strips in straight parallel rows in the direction and spacing. Strips shall be surface applied.
   a. Surface-Applied Nailers: Shall be 3 inches wide and of thickness to finish flush with the top of the insulation. Anchor strips securely to the roof deck with powder actuated fastening devices or expansion shields and bolts, spaced not more than 24 inches o.c. On decks with slopes of one inch or more, provide surface applied wood nailers for securing insulation and for nailing of roofing felts.
2. Roof Edge Strips and Nailers: Provide at perimeter of roof, around openings through roof, and where roofs abut walls, curbs, and other vertical surfaces. Except where indicated otherwise, nailers shall be 6 inches wide and the same thickness as the insulation. Strips shall be grooved for edge venting; install at walls, curbs, and other vertical surfaces with a 1/4-to 1/2-inch air space.

B. Wood Blocking: Provide proper sizes and shapes at proper locations for the installation and attachment of wood and other finish materials, fixtures, equipment, and items indicated or specified.

END OF SECTION

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SECTION 07 13 13

BITUMINOUS DAMPPROOFING

PART 1 - GENERAL

1.01 DESCRIPTION

A. Under this Section, the Contractor shall furnish all labor, materials and equipment for Bituminous Dampproofing, as shown on the Plans, as specified, and/or directed.

1.02 REFERENCES

A. The publications listed below and their latest revisions form a part of this Specification to the extent referenced. The publications are referred to in the text by the basic designation only.
   1. American Society for Testing and Materials (ASTM) Publications:
      a. C208 - Insulating Board (Cellulosic Fiber), Structural and Decorative
      b. C728 - Perlite Thermal Insulation Board
      c. D41 - Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing
      d. D43 - Creosote Primer Used in Roofing, Dampproofing, and Waterproofing
      e. D226 - Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing
      f. D227 - Coal-Tar-Saturated Organic Felt Used in Roofing and Waterproofing
      g. D449 - Asphalt Used in Dampproofing and Waterproofing
      h. D450 - Coal-Tar Bitumen Used in Roofing, Dampproofing, and Waterproofing
      i. D2823 - Asphalt Roof Coatings
      j. D4263 - Indicating Moisture in Concrete by the Plastic Sheet Method
   2. Code of Federal Regulations (CFR):
      a. 29 CFR 1910 - Safety and Health Standards

1.03 SUBMITTALS

A. Submit the following.
   1. Manufacturers Catalog Data:
      a. Asphalt
      b. Asphalt primer
      c. Coal-tar pitch

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d. Creosote primer
e. Fibrous asphalt

1.04 DELIVERY AND STORAGE

A. Deliver materials in sealed containers bearing the manufacturer's original labels. Labels shall include the date of manufacture and the recommended shelf life.

1.05 SAFETY AND HEALTH REQUIREMENTS

A. If coal-tar pitch materials are used, the Contractor shall conform to all OSHA 29 CFR 1910 and General Industry Health Standards as well as State and local standards.

PART 2 - PRODUCTS

2.01 ASPHALT

A. ASTM D449, Type I or Type II.

2.02 ASPHALT PRIMER

A. ASTM D41.

2.03 CREOSOTE

A. ASTM D43.

2.04 COAL-TAR PITCH

A. ASTM D450, Type II or Type III.

2.05 FIBROUS ASPHALT

A. ASTM D2823.

2.06 SATURATED FELTS

A. ASTM D226, Asphalt Saturated, Type I (15 pound); ASTM D227, Coal-Tar Saturated.

B. PROTECTION BOARD
1. Wood Fiberboard ASTM C208, or Perlite Board ASTM C728.

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PART 3 - EXECUTION

3.01 SURFACE PREPARATION

A. Clean concrete and masonry surfaces to receive dampproofing of foreign matter and loose particles. Apply dampproofing to clean dry surfaces. Moisture test in accordance with ASTM D4263. If test indicates moisture, allow a minimum of 7 additional days after test completion for curing. If moisture still exists, redo the test until substrate is dry.

3.02 APPLICATION

A. Use either the hot-application method or cold-application method. The cold-application method shall be used in confined spaces where the use of hot bitumen would be hazardous. Apply dampproofing after the priming coat is dry, but prior to any deterioration of the primed surface, and when the ambient temperature is above 40 degrees F.

B. Surface Priming: Prime surfaces to receive coal-tar pitch dampproofing with a coat of creosote primer. Prime surfaces to receive asphalt or fibrous asphalt dampproofing with a coat of asphalt primer. Apply priming when the ambient temperature is above 40 degrees F and at the rate of approximately one gallon per 100 square feet, fully covering the entire surface to be dampproofed.

C. Hot-Application Method: Apply two mop coats of hot coal-tar pitch or two mop coats of hot asphalt to surfaces. Apply mop coats uniformly using not less than 25 pounds of coal-tar pitch or 20 pounds of asphalt per 100 square feet for each coat. Do not heat asphalt above 450 degrees F and do not heat coal tar pitch above 400 degrees F. Have kettlemen in attendance at all times during the heating to ensure that the maximum temperature specified is not exceeded. Apply hot asphalt bitumen or coal tar pitch and fully bond to the primed surface. Provide a finished surface that is smooth, lustrous, and impervious to moisture. Recoat dull or porous spots.

D. Cold-Application Method: Apply two coats of fibrous asphalt to surfaces to be dampproofed. Apply each coat uniformly using not less than one gallon of fibrous asphalt per 50 square feet. Apply the first coat by brush to provide full bond with the primed surface, and brush or spray the second coat over a thoroughly dry first coat. Provide a finished surface that is of uniform thickness and impervious to moisture. Recoat porous areas.

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3.03 PROTECTIVE COVERING

A. Protect dampproofed surfaces against which backfill will be placed with one layer of 15-pound saturated felt conforming to the requirements specified herein. Use asphalt-saturated felt where the dampproofing material is asphalt and use coal-tar-saturated felt where the dampproofing material is coal-tar pitch. Embed felts in the second coating of bitumen and lap edges and ends not less than one inch.

END OF SECTION

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SECTION 07 31 13

ASPHALT SHINGLES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Under this Section, the Contractor shall furnish all labor, materials and equipment for Asphalt Shingles as shown on the Plans, as specified and/or directed.

1.02 REFERENCES

A. The publications listed below and their latest revisions form a part of this Specification to the extent referenced. The publications are referred to in the text by the basic designation only.
   1. American Society for Testing and Materials (ASTM) Publications:
      a. D41 - Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing
      b. D225 - Asphalt Shingles (Organic Felt) Surfaced with Mineral Granules
      c. D226 - Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing
      d. D3018 - Class A Asphalt Shingles Surfaced with Mineral Granules
      e. D3462 - Asphalt Shingles Made From Glass Felt and Surfaced With Mineral Granules
   2. Asphalt Roofing Manufacturers Association (ARMA) Publication:
      a. ARWS - Asphalt Roofing With Staples, July (ARMA/ISANTA ARWS)
   3. Federal Specification (FS):
      a. FF-N-105 - Nails, Brads, Staples and Spikes: Wire, Cut and Wrought
   4. Underwriters Laboratories, Inc. (UL) Publications:
      a. 790 - Tests for Fire Resistance of Roof Covering Materials
      b. 997 - Wind Resistance of Prepared Roof Covering Materials

1.03 SUBMITTALS

A. Submit the following.
   1. Manufacturer's Catalog Data:
      a. Shingles
         1) Submit data including type, weight, class, UL labels, and special types of underlayment and eaves flashing, if any.
   2. Manufacturer's Standard Color Charts:
      a. Shingles

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3. Manufacturer's Instructions:
   a. Roofing application
4. Certificates of Compliance:
   a. Asphalt shingles
   b. Asphalt-saturated felt
   c. Self-adhering membrane
   d. Fasteners
   e. Asphalt roof cement
   f. Asphalt primer
   g. Compatibility of materials
      1) Include certification that the materials are chemically and physically compatible with each other and suitable for inclusion in the roofing system.

1.04 DELIVERY AND STORAGE

A. Deliver materials in the manufacturer's unopened bundles and containers bearing the manufacturer's brand name. Keep materials dry, completely covered, and protected from the weather. Store according to manufacturer's written instructions.

1.05 WARRANTIES

A. Warranties shall begin on the date of Owner's acceptance of the work.

B. Manufacturer's Warranty: Furnish the asphalt shingle manufacturer's standard 20-year warranty for the asphalt shingles. The warranty shall run directly to the Owner.

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PART 2 - PRODUCTS

2.01 MATERIALS

A. Asphalt Shingles: Mineral Granule-Surfaced Asphalt Shingles, Self-Sealing, Square Tab, Strip: ASTM D3018, Type I, or ASTM D3462. Shingles shall meet the fire resistance requirements of UL 790 for Class A shingles and shall meet the wind resistance of UL 997. Color shall be as selected from manufacturer's standard color options by the Owner.

B. Shingle Underlayment: Asphalt-saturated felt conforming to ASTM D226, Type I without perforations or other material specified by the shingle manufacturer for use as underlayment for the UL Class A shingles.

C. Self-Adhering Membrane: Self-adhering rubberized asphaltic membrane, a minimum of 40 mils thick, and specified by the shingle manufacturer for use as eaves flashing for UL Class A shingles.

D. Nails for Applying Shingles and Asphalt-Saturated Felt: FS FF-N-105, Type II, Style 20. Nails for the shingles shall be aluminum or hot-dipped galvanized steel with sharp points and flat heads 3/8 inch to 7/16 inch in diameter. Shank diameter of the nails shall be a minimum of 0.105 inch and a maximum of 0.135 inch. The nails shall be long enough to penetrate completely through or extend a minimum of 3/4 inch into the roof deck, whichever is less, when driven through the materials to be fastened.

E. Asphalt Roof Cement: ASTM D2822, Type II.

F. Asphalt Primer: ASTM D41.

PART 3 - EXECUTION

3.01 SURFACES AND CONDITIONS

A. Ensure that the roof deck is smooth, clean, dry, and without loose knots. Cover knotholes and cracks with sheet metal nailed securely to the sheathing. Flash and secure vents and other roof projections, and drive projecting nails firmly home.

3.02 APPLICATION

A. Apply roofing materials as specified herein unless specified or recommended otherwise by the shingle manufacturer's written instructions.

B. Underlayment: Underlayment for Roof Slopes Between 2 Inches Per Foot and 4 Inches Per Foot: Apply two layers of the shingle underlayment to the roof deck. Provide a 19-inch wide strip of the underlayment as a starter sheet to maintain the specified number of layers throughout the roof. Lay the underlayment parallel to the roof eaves, starting at the eaves, providing minimum 19-inch head laps, 6-inch laps from both sides over all hips and ridges, and 12-inch end laps in the field of the roof. Nail the underlayment sufficiently to hold until the shingles are applied. Turn the underlayment up vertical surfaces a minimum of 4 inches. When a self-adhering membrane is used for eaves flashing, start the underlayment from a point 24 inches inside the interior wall line.

C. Drip Edges: Provide metal drip edges directly on the wood deck at the eaves and over the underlayment at the rakes. Extend back from the edge of the deck a maximum of 3 inches, and secure with fasteners spaced a maximum of 10 inches on center along the inner edge.

D. Eaves Flashing: Eaves Flashing for Roof Slopes Between 2 Inches Per Foot and 4 Inches Per Foot: Provide either of the following types of eaves flashing:

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1. From the eaves to a point 24 inches inside the interior wall line, apply a solid coating of asphalt roof cement between the overlapping layers of underlayment. Spread asphalt roof cement to a uniform thickness at a rate of 2 gallons of cement per 100 square feet of cemented roof area.
2. From the eaves to a point 24 inches inside the interior wall line, apply one layer of a self-adhering membrane. Follow the membrane manufacturer's printed installation instructions.

E. Starter Strip: Apply a starter strip at the eaves, consisting of a 9-inch-wide strip of mineral-surfaced roll roofing of a color to match the shingles or a row of shingles with the tabs removed and trimmed to ensure that joints are not exposed at shingle cutouts. Apply the starter strip along the eaves, overlaying and finishing even with the lower edge of the eaves flashing strip overhanging the metal drip edge at eaves and rake edges 1/4 inch to 3/8 inch; fasten in a line parallel to and 3 to 4 inches above the eaves edge. Place fasteners so that the top of the fastener is not exposed in the cutouts of the first course of shingles. If roll roofing is used, seal the tabs of the first course of shingles with asphalt roof cement.

F. Shingle Courses: Start the first course with a full shingle, and apply succeeding courses with the joints staggered at thirds or halves. Apply shingle courses as follows:
1. Fastening: Do not drive fasteners into or above the factory-applied adhesive unless the adhesive is located 5/8 inch or closer to the top of the cutouts. Place all fasteners so that they are concealed by the shingle top lap and so that they penetrate the head lap. The top lap is considered to be that portion of a shingle overlapping the shingle in the course below. The head lap is considered to be the triple coverage portion of the top lap which is the shortest distance from the butt edge of an overlapping shingle to the upper edge of a shingle in the second course below. The exposure is considered to be that portion of a shingle exposed to the weather after installation.
2. Shingles Applied With Nails: Nominal 5-inch exposure. Apply each shingle with a minimum of four nails. Place one nail one inch from each end, and evenly space nails on a horizontal line a minimum of 5/8 inch above the top of the cutouts. Cement each tab with one spot of asphalt roof cement placed one to 2 inches from the bottom edge of the shingle.

G. Hips and Ridges: Form the hips and ridges with 9-by-12-inch individual shingles or with 12-by-12-inch shingles cut from 12-by-36-inch strip shingles. Bend the shingles lengthwise down the center with an equal exposure on each side of the hip or ridge. Lap the shingles to provide a maximum 5-inch exposure, and fasten each side in the unexposed area 5-1/2 inches from the butt and one inch in from the edge.

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H. Flashing:

1. Stepped Flashing: For sloping roofs which abut vertical surfaces, provide stepped metal flashing.
2. Vent and Stack Flashing: Apply shingles up to the point where the vent or stack pipe projects through the roof, and cut the nearest shingle to fit around the pipe. Before shingles are applied beyond the pipe, prepare the flange of metal pipe vent flashing, by applying a 1/8-inch thick coating of asphalt roof cement on the bottom side of the flashing flange. Slip the flashing collar and flange over the pipe, and set the coated flange in a 1/16-inch coating of asphalt roof cement. After the flashing flange is applied, continue shingling up the roof. Lap the lower part of the flange over the shingles. Overlap the flange with the side and upper shingles. Fit the shingles around the pipe, and embed in a 1/16-inch thick coating of asphalt roof cement where they overlay the flange.

END OF SECTION

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SECTION 07 53 00

ETHYLENE-PROPYLENE-DIENE-MONOMER ROOFING SYSTEM (EPDM)

PART 1 - GENERAL

1.01 DESCRIPTION

A. Under this Section, the Contractor shall furnish all labor, materials and equipment for Ethylene-Propylene-Diene-Monomer Roofing System (EPDM), as shown on the Plans, as specified, and/or directed.

1.02 REFERENCES:

A. The publications listed below and their latest revisions form a part of this Specification to the extent referenced. The publications are referred to in the text by the basic designation only.
   1. American Society for Testing and Materials (ASTM) Publication:
      a. C136 - Sieve Analysis of Fine and Coarse Aggregates
   2. Factory Mutual Engineering and Research Corporation (FM) Publications:
      a. P7825 - Approval Guide - Equipment, Materials, Services for Conservation of Property
      b. D/S1-28 - Insulated Steel Deck, Loss Prevention Data Sheet
   3. Rubber Manufacturers Association (RMA) Publication:
      a. IPR1 - Minimum Requirements for Non-Reinforced Black EPDM Rubber Sheets for Use in Roofing Applications
   4. Underwriters Laboratories, Inc. (UL) Publications:
      a. 790 - Tests for Fire Resistance of Roof Covering Materials
      b. BMD - Building Materials Directory

1.03 SUBMITTALS

A. Submit the following.
   1. Manufacturer's Catalog Data:
      a. Elastomeric sheet
      b. Adhesive
      c. Water cutoff mastic
      d. Lap cleaner and sealant
      e. Flashing
      f. Flashing accessories
         1) Include materials' descriptions.
   2. Manufacturer's Instructions:
      a. Elastomeric sheet
      b. Adhesive
      c. Water cutoff mastic
      d. Lap cleaner and sealant

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e. Flashing
f. Flashing accessories
1) Include standard installation detail drawings where applicable.

3. Samples:
a. Fasteners

4. Statements:
a. Applicator qualifications
1) Submit the elastomeric sheet roofing system manufacturer's written approval of the applicator.

5. Administrative or Closeout Submittals:
a. Roofer information card
1) Submit in accordance with the paragraph entitled "Information Card".

1.04 QUALIFICATION OF APPLICATOR

A. The roofing system applicator shall be approved by the elastomeric sheet roofing system manufacturer.

1.05 PRE-ROOFING CONFERENCE

A. Prior to starting the application of the roofing system, there will be a pre-roofing conference with the Engineer to ensure: (1) a clear understanding of drawings and specifications; (2) on-site inspection and acceptance of the roofing substrate and pertinent structural details relating to the roofing system; and (3) coordination of the work of the various trades involved in providing the roofing system and other components secured to the roofing. The conference shall be attended by the Contractor; personnel directly responsible for the installation of roofing, flashing and sheet metal work, mechanical work and electrical work; and the roofing materials manufacturer. Conflicts shall be resolved and confirmed in writing.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Delivery: Deliver materials in their original, unopened containers or wrappings with labels intact and legible. Where materials are covered by a referenced specification number, the labels shall bear the specification number, type, class, and shelf life expiration date where applicable. Deliver materials in sufficient quantity to allow continuity of work.

B. Storage: Store and protect materials from damage and weather in accordance with the manufacturer's instructions, except as specified otherwise. Keep materials clean and dry. Use pallets to support and canvas tarpaulins to completely cover stored material. Do not use polyethylene as a covering. Locate materials temporarily stored on the roof in approved areas, and distribute the load to stay within the live load limits of the roof construction.

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C. Handling: When hazardous materials are involved, adhere to the special precautions of the manufacturer. Adhesives contain petroleum distillates and are extremely flammable; prevent personnel from breathing vapors, and do not use near sparks or open flame. Do not use materials contaminated by exposure to moisture. Remove contaminated materials from the site.

1.07 ENVIRONMENTAL CONDITIONS

A. Do not install elastomeric sheet roofing during high winds or inclement weather, or when there is ice, frost, moisture, or visible dampness on the substrate surface. Unless recommended otherwise by the elastomeric sheet manufacturer, do not install elastomeric sheet when air temperature is below 10 degrees F (-12 degrees C) or within 5 degrees F (3 degrees C) of the dewpoint. When the air temperature is 40 degrees F (4 degrees C) or colder, use adhesives within 4 hours following exposure.

1.08 WARRANTY

A. Furnish the elastomeric sheet manufacturer's standard warranty for the elastomeric sheet roofing system. The warranty shall run directly to the Government. In no event shall the warranty period be less than 10 years from the date of the Government's acceptance of the work. The warranty shall provide that if within the warranty period the elastomeric sheet roofing system becomes non-watertight, splits, tears, or separates at the seams because of defective materials and workmanship, the repair or replacement of defective materials and correction of defective workmanship shall be the responsibility of the elastomeric sheet manufacturer. If the manufacturer or his approved applicator fails to perform repairs within 72 hours of notification, emergency repairs performed by others will not void the warranty.

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PART 2 - PRODUCTS

2.01 MATERIALS

A. Elastomeric Sheet: RMA IPR1. Ethylene Propylene Diene Monomer (EPDM), 0.06 inch (1.5 millimeter) minimum thickness for fully adhered application. Width and length of sheet shall be as recommended by the manufacturer.

B. Adhesive: As recommended by the elastomeric sheet manufacturer's printed data.

C. Water Cutoff Mastic, Lap Cleaner, and Sealant: As recommended by the elastomeric sheet manufacturer's printed data.

D. Flashing and Flashing Accessories: Flashing, including perimeter flashing, flashing around roof penetrations, and prefabricated pipe seals, shall be 0.06 inch (1.5 millimeter) minimum thick uncured neoprene or uncured elastomeric sheet, as recommended by the elastomeric sheet manufacturer's printed data.

E. Fasteners: As recommended by the elastomeric sheet manufacturer's printed data.

F. Windstorm Resistance: The complete roof covering assembly shall be capable of withstanding an uplift pressure of 60 pounds per square foot (414 kilopascals) when tested in accordance with the uplift pressure test described in the FM D/S1-28.

PART 3 - EXECUTION

3.01 PREPARATION

A. Coordinate work with that of other trades to ensure that components which are to be incorporated into the roofing system are available to prevent delays or interruptions as the work progresses. Examine substrates to which the roofing materials are to be applied to ensure that their condition is satisfactory for its application. Do not permit voids greater than 1/4 inch (6 millimeters) wide in the substrate. Concrete substrates shall be cured and free of laitance and curing compounds. Install wood blocking at perimeters, curbs, and penetrations. Substrates for roofing materials shall be dry and free of oil, dirt, grease, sharp edges, and debris. Inspect substrates, and correct defects before application of elastomeric sheets.

3.02 SPECIAL PRECAUTIONS

A. Do not dilute coatings or sealants unless specifically recommended by the materials manufacturer's printed application instructions. Do not thin liquid materials with cleaners used for cleaning elastomeric sheet.

B. Keep all liquids in airtight containers, and keep containers closed except when removing materials.

C. Use liquid components, including adhesives, within their shelf life period. Store adhesives at 60 to 80 degrees F (15 to 26 degrees C) for at least 24 hours prior to use. Avoid excessive adhesive application and adhesive spills, as they can be destructive to some elastomeric sheets and insulations; follow adhesive manufacturer's printed application instructions.

D. Do not allow contact between various materials through mixing of remains, dual use of mixing, transporting, or application equipment. Do not use equipment containing the remains of previous materials.

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E. Require workmen and others who walk on the membrane to wear clean, soft-soled shoes to avoid damage to roofing materials.
   1. Do not use equipment with sharp edges which could puncture the elastomeric sheet.

3.03 WORK SEQUENCE

A. Arrange work to prevent use of newly constructed roofing for storage, walking surface, or equipment movement. If access is necessary, provide temporary walkways, platforms, or runways to protect new roofing surfaces and flashings from mechanical damage.

3.04 APPLICATION

A. Apply elastomeric sheet roofing in accordance with the elastomeric sheet manufacturer's application instructions and the following requirements.

B. Elastomeric Sheet Roofing: Unroll prefabricated elastomeric sheet roofing in position without stretching membrane. Lap sheets a minimum of 3 inches (75 millimeters). Inspect for holes. Remove sections of elastomeric sheet roofing that are creased or damaged, and allow sheets to relax at least 30 minutes before seaming.
   1. Fully Adhered Application: Apply adhesive evenly and continuously to substrate and underside of sheets at rates recommended by elastomeric sheet manufacturer's printed application instructions. Allow adhesive to dry to consistency prescribed by manufacturer before adhering sheets to the substrate. Roll each sheet into adhesive to avoid wrinkles; broom or roll to remove air pockets and "fishmouths" and to ensure full, continuous bonding of sheet to substrate. Clean both mating surfaces at splice area, apply adhesive, lap adjoining sheets, and seal seams according to instructions of elastomeric sheet manufacturer.
   2. Perimeter Fastening: Mechanically secure the elastomeric sheet to nailers at roof perimeter and penetrations with specified fasteners. Space fasteners a maximum of 8 inches (203 millimeters) on centers, except as recommended otherwise by the elastomeric sheet manufacturer's printed data. Strip flash over the fasteners with a fully adhered layer of flashing material of the type recommended by the elastomeric sheet manufacturer's printed data.
   3. Temporary Work: Install temporary cutoffs around incomplete edges of roofing assembly at the end of each day's work and when work must be postponed due to inclement weather. (Temporary cutoffs provide protection against moisture infiltration and absorption.) Straighten the insulation line using pieces of insulation loosely laid, and seal the elastomeric sheet membrane to the deck. Remove the temporary seals completely when work resumes. Provide temporary ballast on the roofing as necessary to prevent wind damage to the elastomeric sheet.

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C. Flashing: Install flashing as roofing sheets are installed in accordance with printed instructions of the elastomeric sheet manufacturer. Extend base flashing not less than 8 inches (203 millimeters) above roofing surface. Completely adhere flashing sheets in place. Use prefabricated pipe seals at pipe penetrations where possible.

3.05 ROOF DRAIN TEST

A. After the roofing system is complete but prior to Owner's acceptance of the roofing, perform the following test of roof drains and adjacent roofing for water tightness. Plug roof drains, and fill drains with water for 24 hours. To ensure some drainage from the roof, do not test all drains at the same time. Measure water levels at the beginning and end of the 24-hour period. If precipitation occurs during the test period, repeat the test. If the water level falls, remove water, thoroughly dry and inspect the installation, and repair or replace roofing at the drain. Repeat the test until there is no water leakage.

3.06 INFORMATION CARD

A. Provide a typewritten card, laminated in plastic and framed in a weather-tight frame, or a photo-engraved 0.032-inch (0.8-millimeter) thick aluminum card for each roof. This card shall be a minimum size of 8-1/2 by 11 inches (216 millimeters by 279 millimeters) and contain information listed in the attached Form 1. Install the card near access to the roof or where directed. Furnish framed card and a duplicate card to the Owner.

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FORM 1

ELASTOMERIC SHEET ROOFING SYSTEM COMPONENTS

1. Contract Number:
2. Building Number & Location:
3. NAVFAC Specification Number:
4. Deck Type:
5. Slope of Deck:
6. Insulation Type & Thickness:
7. Insulation Manufacturer:
8. Vapor Retarder: [ ] Yes [ ] No
9. Vapor Retarder Type:
10. Sheet Elastomeric Roofing Description:
    Manufacturer (Name, address, & phone no.): _____
    Type:
    Method of attachment:
11. Statement of Compliance or Exception:
    _____
12. Date Roof Completed:
13. Warranty Period:
14. Roofing Contractor (Name & Address): _____
15. Prime Contractor (Name & Address): _____

Contractor's Signature: _____ Date: _____

Inspector's Signature: _____ Date: _____

END OF SECTION

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SECTION 07 60 00

FLASHING AND SHEET METAL

PART 1 - GENERAL

1.01 DESCRIPTION

A. Under this Section, the Contractor shall furnish all labor, materials and equipment for Flashing and Sheet Metal, as shown on the Plans, as specified, and/or directed.

1.02 REFERENCES

A. The publications listed below and their latest revisions form a part of this Specification to the extent referenced. The publications are referred to in the text by the basic designation only.
   1. American Society for Testing and Materials (ASTM) Publications:
      a. B209 - Aluminum and Aluminum-Alloy Sheet and Plate
      b. B221 - Aluminum and Aluminum-Alloy Extruded Bar, Rod, Wire, Shape, and Tube
      c. D41 - Asphalt Primer Used in Roofing, Dampproofing and Waterproofing
      d. D1784 - Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds
      e. D2822 - Asphalt Roof Cement
      f. D4022 - Coal Tar Roof Cement
   2. American Welding Society, Inc. (AWS) Publication:
      a. D1.2 - Structural Welding Code, Aluminum
   3. Federal Specifications (FS):
      a. QQ-L-201 - Lead Sheet
      b. UU-B-790 - Building Paper, Vegetable Fiber: (Kraft, Waterproofed, Water Repellent and Fire Resistant)
   4. Sheet Metal and Air Conditioning Contractors' National Association, Inc. (SMACNA) Publication:
      a. ASMM - Architectural Sheet Metal Manual

1.03 SUBMITTALS

A. Submit the following.
   1. Drawings:
      a. Gutters and downspouts
      b. Building expansion joints
      c. Gravel stops and fascias
      d. Flashing for roof drains
      e. Base and cap flashing (counterflashing)

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f. Flashing at roof penetrations
g. Reglets
h. Copings
1) Indicate thicknesses, dimensions, fastenings and anchoring methods, expansion joints, and other provisions necessary for thermal expansion and contraction. Scaled manufacturer's catalog data may be submitted for factory fabricated items.

1.04 DELIVERY, HANDLING, AND STORAGE

A. Package and protect materials during shipment. Uncrate and inspect materials for damage, dampness, and wet-storage stains upon delivery to the job site. Remove from the site and replace damaged materials that cannot be restored to like-new condition. Handle sheet metal items to avoid damage to surfaces, edges, and ends. Store materials in dry, weathertight, ventilated areas until immediately before installation.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Furnish sheet metal items in 8 to 10-foot lengths. Single pieces less than 8 feet long may be used to connect to factory-fabricated inside and outside corners, and at ends of runs. Provide accessories and other items essential to complete the sheet metal installation. These accessories shall be made of the same materials as the items to which they are applied. Fabricate sheet metal items of the materials specified below and to the gage, thickness, or weight shown in Table I at the end of this Section. Sheet metal items shall have mill finish unless specified otherwise. Where more than one material is listed for a particular item in Table I, each is acceptable and may be used except as follows:

B. Exposed Sheet Metal Items: Shall be of the same material. The following items shall be considered as exposed sheet metal: gutters, including hangers; downspouts; gravel stops and fascias; cap, valley, steeped, base, and eave flashings and related accessories.

C. Lead Sheet: FS QQ-L-201, Grade B, minimum weight 4 pounds per square foot.

D. Aluminum Alloy Sheet and Plate: ASTM B209, form alloy, and temper appropriate for use, alloy 3003-H14 except allow used for color anodized aluminum shall be as required to produce specified color. Alloy required to produce specified color shall have the same structural properties as alloy 3003-H14.
1. Alclad: When fabricated of aluminum, the following items shall be fabricated of Alclad 3003, Alclad 3004, Alclad 3005, clad on one side, unless otherwise indicated.

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a. Gutters, downspouts, and hangers
b. Gravel stops and fascias
c. Flashing.

2. Finish: Exposed exterior sheet metal items of aluminum shall have a baked-on, factory-applied color coating of polyvinylidene fluoride (PVF2) or other equivalent fluorocarbon coating applied after metal substrates have been cleaned and pretreated. Finish coating dry-film thickness shall be 0.8 to 1.3 mils, and color shall be as selected by Architect/Engineer from full range of color options.

E. Aluminum Alloy, Extruded Bars, Rods, Shapes, and Tubes: ASTM B221.

F. Polyvinyl Chloride Reglet: ASTM D1784, Type II, 0.075 inch (1.9 mm) minimum thickness.

G. Bituminous Plastic Cement: ASTM D2822, Type I; ASTM D4022.

H. Building Paper: FS UU-B-790, Style 4, Grade B.

I. Asphalt Primer: ASTM D41.

J. Fasteners: Use the same metal or a metal compatible with the item fastened. Use stainless steel fasteners to fasten dissimilar materials.

K. Scuppers: Fabricate scuppers with minimum of 100 mm (4 inch) wide flange. Provide flange at top on through wall scupper to extend to top of base flashing. Fabricate exterior wall side to project not less than 13 mm (1/2 inch) beyond face of wall with drip at bottom outlet edge. Fabricate not less than 100 mm (4 inch) wide flange to lap behind gravel stop fascia. Fabricate exterior wall flange for through wall scupper not less than 25 mm (one inch) wide on top and sides with edges hemmed. Fabricate gravel stop bar of 25 mm x 25 mm (one by one inch) angle strip soldered to bottom of scupper. Fabricate scupper not less than 200 mm (8 inch) wide and not less than 125 mm (5 inch) high for through wall scupper. Solder joints watertight.

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PART 3 - EXECUTION

3.01 INSTALLATION

A. Requirements: Make surfaces to receive sheet metal plumb and true, clean, even, smooth, dry, and free of defects and projections which might affect the application. For installation of items not shown in detail or not covered by specifications, conform to the applicable requirements of SMACNA ASMM, Architectural Sheet Metal Manual. Provide sheet metal flashing in the angles formed where roof decks abut walls, curbs, ventilators, pipes, or other vertical surfaces and wherever indicated and necessary to make the work watertight. Join sheet metal items together as shown in Table II.

B. Workmanship: Make lines, arrises, and angles sharp and true. Free exposed surfaces from visible wave, warp, and buckle, and tool marks. Fold back exposed edges neatly to form a 1/2-inch hem on the concealed side. Make sheet metal exposed to the weather watertight with provisions for expansion and contraction.

C. Nailing: Confine nailing of sheet metal generally to sheet metal having a maximum width of 18 inches. Confine nailing or flashing to one edge only. Space nails evenly not over 3 inches on centers and approximately 1/2 inch from edge unless otherwise specified or indicated. Face nailing will not be permitted. Where sheet metal is applied to other than wood surfaces, include in shop drawings, the locations for sleepers and nailing strips required to secure the work. Sleepers and nailing strips are specified in Section 06 10 01, "Rough Carpentry".

D. Cleats: Provide cleats for sheet metal 18 inches and over in width. Space cleats evenly not over 12 inches on centers unless otherwise specified or indicated. Unless otherwise specified, cleats shall be not less than 2 inches wide by 3 inches long and of the same material and thickness as the sheet metal being installed. Secure one end of the cleat with two nails and the cleat folded back over the nailheads. Lock the other end into the seam. Pre-tin cleats for soldered seams.

E. Loose-Lock Expansion Seams: Not less than 3 inches wide; provide minimum one-inch movement within the joint. Completely fill the joints with the specified sealant, applied at not less than 1/8-inch thick bed. Sealants are specified in Section 07 92 00, "Joint Sealants".

F. Welding and Mechanical Fastening: Use welding for aluminum of thickness greater than 0.040 inch. Aluminum 0.040 inch or less in thickness shall be butted and the space backed with formed flashing plate; or lock joined, mechanically fastened, and filled with sealant as recommended by the aluminum manufacturer.
   1. Welding of Aluminum: Use welding of the inert gas, shield-arc type. For procedures, appearance and quality of welds, and the methods used in correcting welding work, conform to AWS D1.2.
   2. Mechanical Fastening of Aluminum: Use No. 12, aluminum alloy, sheet metal screws or other suitable aluminum alloy or stainless steel fasteners. Drive fasteners in holes made with a No. 26 drill in securing side laps, end laps, and flashings. Space fasteners 12 inches maximum on centers. Where end lap fasteners are required to improve closure, locate the end lap fasteners not more than 2 inches from the end of the overlapping sheet.

G. Protection from Contact with Dissimilar Materials:
   1. Aluminum: Aluminum surfaces shall not directly contact other metals except stainless steel, zinc, or zinc coating. Where aluminum contacts another metal, paint the dissimilar metal with a primer followed by two coats of aluminum paint. Where drainage from a dissimilar metal passes over aluminum, paint the dissimilar metal with a non-lead pigmented paint.

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2. Wood or Other Absorptive Materials: Paint surfaces that may become repeatedly wet and in contact with metal with two coats of aluminum paint or a coat of heavy-bodied bituminous paint.

H. Expansion and Contraction: Provide expansion and contraction joints at not more 32-foot intervals for aluminum and at not more than 40-foot intervals for other metals. Where the distance between the last expansion joint and the end of the continuous run is more than half the required interval, an additional joint shall be provided. Space joints evenly. Join extruded aluminum gravel stops and fascias by expansion and contraction joints spaced not more than 12 feet apart.

I. Base Flashing: Lay the base flashings with each course of the roof covering, shingle fashion, where practicable, where sloped roofs abut chimneys, curbs, walls, or other vertical surfaces. Extend up vertical surfaces of the flashing not less than 8 inches and not less than 4 inches under the roof covering. Where finish wall coverings form a counterflashing, extend the vertical leg of the flashing up behind the applied wall covering not less than 6 inches. Overlap the flashing strips or shingles with the previously laid flashing not less than 3 inches. Fasten the strips or shingles at their upper edge to the deck, with compatible, large-head roofing nails. Solder end laps and provide for expansion and contraction. Extend the metal flashing over crickets at the up-slope side of chimneys, curbs, and similar vertical surfaces extending through sloping roofs, the metal flashings. Extend the metal flashings onto the roof covering not less than 4.5 inches at the lower side of chimneys, and similar vertical surfaces extending through the roof decks. Install and fit the flashings so as to be completely weathertight. Base flashing for interior and exterior corners shall be factory-fabricated.

J. Counterflashing: Except where indicated or specified otherwise, insert counterflashing in reglets located from 9 to 10 inches above roof decks, extend down vertical surfaces over upturned vertical leg of base flashings not less than 3 inches. Fold the exposed edges of counterflashings 1/2 inch. Where stepped counterflashings are required, they may be installed in short lengths or may be of the preformed one-piece type. Provide end laps in counterflashings not less than 3 inches and make it weathertight with plastic cement. Do not make lengths of metal counterflashings exceed 10 feet. Form the flashings to the required shapes before installation. Factory-form the corners not less than 12 inches from the angle. Secure the flashings in the reglets with lead wedges and space not more than 18 inches apart; on chimneys and short runs, place wedges closer together. Fill calked-type reglets or raked joints which receive counterflashing with calking compound. Calking is covered in Section 07 92 90, "Joint Sealants". Turn up the concealed edge of counterflashings built into masonry or concrete walls not less than 1/4 inch and extend not less than 2 inches into the walls. Install counterflashing to provide a spring action against base flashing.

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K. Metal Reglets: Calked type or friction type reglets shall be factory fabricated with a minimum opening of 1/4 inch and a depth of 1-1/4 inches, as approved.

1. Calked Reglets: Provide with rounded edges and metal strap brackets or other anchors for securing to the concrete forms. Provide reglets with a core to protect them from injury during the installation. Provide built-up mitered corner pieces for internal and external angles. Wedge the flashing in the reglets with lead wedges every 18 inches, calked full and solid with an approved compound.
2. Friction Reglets: Provide with flashing receiving slots not less than 5/8 inch deep, one-inch jointing tongues, and upper and lower anchoring flanges. Insert the flashing the full depth of the slot and lock by indentations made with a dull-pointed tool.

L. Polyvinyl Chloride Reglets: Rigid polyvinyl chloride reglets may be provided in lieu of metal reglets.

M. Gravel Stops and Roof Edge Fascias: Prefabricate in the shapes and sizes indicated and in lengths not less than 8 feet. Extend flange at least 4 inches onto roofing. Provide prefabricated, mitered corners internal and external corners. Install gravel stops and fascias after all plies of the roofing membrane have been applied, but before the flood coat of bitumen is applied. Nail flange securely to wood nailer with large-head, barbed-shank roofing nails 1.5 inches long spaced not more than 3 inches on centers.

1. Edge Strip: Hook the lower edge of fascias at least 3/4 inch over a continuous strip of the same material bent outward at an angle not more than 45 degrees to form a drip. Nail hook strip to a wood nailer at 6 inches maximum on centers. Where fastening is made to concrete or masonry, use screws spaced 12 inches on centers driven in expansion shields set in the concrete or masonry. Where horizontal wood nailers are slotted to provide for insulation venting, install strips to prevent obstruction of vent slots. Where necessary, install strips over 1/16-inch thick compatible spacer or washers.
2. Joints: Leave open the section ends of gravel stops and fascias 1/4 inch and backed with a formed flashing plate, mechanically fastened in place and lapping each section end a minimum of 4 inches set laps in plastic cement. Face nailing will not be permitted. Install prefabricated aluminum gravel stops and fascias in accordance with the manufacturer's printed instructions and details.

N. Metal Drip Edge: Provide a metal drip, designed to allow water run-off to drip free of underlying construction, at eaves and rakes prior to the application of roofing shingles. Apply directly on the wood deck at the eaves and over the underlay along the rakes. Extend back from the edge of the deck not more than 3 inches and secure with compatible nails spaced not more than 10 inches on center along upper edge.

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O. Gutters: Field fabricate seamless gutters in manufacturer's standard shape, size as required. Provide gutters complete with mitered corners, end caps, outlets, brackets, and other accessories necessary for installation. Aluminum gutters shall be joined with riveted sealed joints. Install gutters below slope line of the roof so that snow and ice can slide clear. Support gutters on adjustable hangers spaced not more than 30 inches on center or as recommended by the manufacturer. Adjust gutters to slope uniformly to outlets, with high points occurring midway between outlets. Fabricate hangers and fastenings from metals compatible with the gutters.

P. Downspouts: Types, shapes and sizes are indicated. Provide complete including elbows and offsets. Provide downspouts in approximately 10-foot lengths. Provide end joints to telescope not less than 1/2 inch and lock longitudinal joints. Provide gutter outlets with wire ball strainers for each outlet. Provide strainers to fit tightly into outlets and be of the same material used for gutters. Keep downspouts not less than one inch away from walls. Fasten to the walls at top, bottom, and at an intermediate point not to exceed 5 feet on centers with leader straps or concealed rack-and-pin type fasteners. Form straps and fasteners of metal compatible with the downspouts.

1. Terminations: Neatly fit into the drainage connection the downspouts terminating in drainage lines, and fill the joints with a Portland cement mortar cap sloped away from the downspout. Provide downspouts terminating in splash blocks with elbow-type fittings. Concrete splash block is specified in Section 03 30 00, "Cast-In-Place Concrete". Provide splash pans as specified.

Q. Eave Flashing: One piece in width, applied in 8 to 10-foot lengths with expansion joints spaced as specified in paragraph entitled "Expansion and Contraction". Provide a 3/4-inch continuous fold in the upper edge of the sheet to engage cleats spaced not more than 10 inches on centers. Locate the upper edge of flashing not less than 18 inches from the outside face of the building, measured along the roof slope. Fold lower edge of the flashing over and loose-lock into a continuous edge strip on the fascia. Where eave flashing intersects metal valley flashing, secure with one-inch flat locked joints with cleats that are 10 inches on centers. Place eave flashing over underlayment and in plastic bituminous cement.

R. Expansion Joints: Provide expansion joints for roofs, walls, and floors where indicated and conform to the requirements of Table I.

1. Roof Expansion Joints: Consist of curb with wood nailing members on each side of joint. Provide counterflashing as specified in paragraph "Counterflashing", except as follows: Provide counterflashing with vertical leg of suitable depth to enable forming into a horizontal continuous cleat. Secure the inner edge to the nailing member. Make the outer edge projection not less than one inch for flashing on one side of the expansion joint and be less than the width of the expansion joint plus one inch for flashing on the other side of the joint. Hook the expansion joint

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cover over the projecting outer edges of counterflashing. Provide roof joint with a joint cover of the width indicated. Hook and lock one edge of the joint cover over the shorter projecting flange of the continuous cleat, and the other edge hooked over and loose locked with the longer projecting flange. Joints are specified in Table II.

2. Floor and Wall Expansion Joints: Provide U-shape with extended flanges for expansion joints in concrete and masonry walls and in floor slabs.

S. Flashing at Roof Penetrations and Equipment Supports: Provide metal flashing for all pipes, ducts, and conduits projecting through the roof surface and for equipment supports, guy wire anchors, and similar items supported by or attached to the roof deck.

1. Single Pipe Vents: "See Table I, footnote (d). Set flange of sleeve in bituminous plastic cement and nail 3 inches on centers. Bend the top of sleeve over and extend down into the vent pipe a minimum of 2 inches. For long runs or long rises above the deck, where it is impractical to cover the vent pipe with lead, use a two-piece formed metal housing. Set metal housing with a metal sleeve having a 4-inch roof flange in bituminous plastic cement and nailed 3 inches on centers. Extend sleeve a minimum of 8 inches above the roof deck and lapped a minimum of 3 inches by a metal hood secured to the vent pipe by a draw band. Seal the area of hood in contact with vent pipe with an approved sealant. Sealants are covered under Section 07 92 00, "Joint Sealants".

3.02 PAINTING

A. Field-paint sheet metal for separation of dissimilar materials.

3.03 CLEANING

A. Clean exposed sheet metal work at completion of installation. Remove grease and oil films, handling marks, contamination from steel wool, fittings and drilling debris, and scrub-clean. Free the exposed metal surfaces of dents, creases, waves, scratch marks, and solder or weld marks.

3.04 REPAIRS TO FINISH

A. Scratches, abrasions, and minor surface defects of finish may be repaired in accordance with the manufacturer's printed instructions and as approved. Repair damaged surfaces caused by scratches, blemishes, and variations of color and surface texture. Replace items which cannot be repaired.

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TABLE I. SHEET METAL WEIGHTS AND THICKNESSES

Sheet Metal Items	Lead, Pounds Per Square Foot	Aluminum, Inch
Building Expansion Joints		
Cover	16	.032
Waterstop-bellows or		
flanged, U-type.	16	-
Downspouts and leaders	16	.032
Downspout clips and anchors	-	.040 clip
	-	.125 anchor
Downspout straps, 2-inch	48(a)	.060
Flashings:		
Base	20	.040
Cap (Counter-flashing)	16	.032
Stepped	16	.032
Valley	16	.032
Roof drain	4	
Pipe vent sleeve (a)	2.5	
Coping	-	.040
Gravel stops and fascias:		
Extrusions	.075	
Sheets, corrugated		.032
Sheets, smooth		.050
Edge strip		.050
Gutters:		

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Gutter section	.032	
Continuous cleat		.032
Hangers, dimensions		1 inch x
		.080 inch
Joint Cover plates		.032

(a) 2.5-pound minimum lead sleeve with 4-inch flange. Where lead sleeve is impractical, refer to paragraph titled "Single Pipe Vents" for optional material.

END OF SECTION

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SECTION 07 72 23

ROOF HATCH

PART 1 - GENERAL

1.01 SUMMARY

A. Work included: Furnishing and installing factory fabricated roof hatches

1.02 REFERENCES

A. American Society for Testing and Materials (ASTM), 100 Bar Harbor Drive, West Conshocken, PA 19428-2959; (610) 832-9585, fax (610) 832-9555

1. ASTM A 36-93a: Standard Specification for Structural Steel

1.03 SUBMITTALS

A. Product Data: Provide manufacturer's product data for all materials in this specification.

B. Shop Drawings: Show profiles, accessories, location, and dimensions.

C. Samples: Manufacturer to provide upon request; sized to represent material adequately.

D. Contract Closeout: Roof hatch manufacturer shall provide the manufacturer's Warranty prior to the contract closeout.

1.04 PRODUCT HANDLING

A. All materials shall be delivered in manufacturer's original packaging.

B. Store materials in a dry, protected, well-vented area. The contractor shall thoroughly inspect product upon receipt and report damaged material immediately to delivering carrier and note such damage on the carrier's freight bill of lading.

C. Remove protective wrapping immediately after installation.

1.05 SUBSTITUTIONS

A. Proposals for substitution products shall be accepted only from bidding contractors and not less than (10) working days before bid due date. Contractor guarantees that proposed substitution shall meet the performance and quality standards of this specification.

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1.06 JOB CONDITIONS

A. Verify that other trades with related work are complete before installing roof hatch(s).

B. Mounting surfaces shall be straight and secure; substrates shall be of proper width.

C. Refer to the construction documents, shop drawings, and manufacturer's installation instructions.

D. Coordinate installation with roof membrane and roof insulation manufacturer's instructions before starting.

E. Observe all appropriate OSHA safety guidelines for this work.

1.07 WARRANTY/GUARANTEE

A. Manufacturer's standard warranty: Materials shall be free of defects in material and workmanship for a period of five years from the date of purchase. Should a part fail to function in normal use within this period, manufacturer shall furnish a new part at no charge. Electrical motors, special finishes, and other special equipment (if applicable) shall be warranted separately by the manufacturers of those products.

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PART 2 - PRODUCTS

2.01 MANUFACTURER

A. The BILCO Company, P.O. Box 1203, New Haven, CT 06505, 1-203-934-6363, Fax: 1-203-933-8478, Web: www.bilco.com

2.02 ROOF HATCH

A. Furnish and install where indicated on plans metal roof hatch (VersaMount Replacement Hatch S-90VM, or approved equal), size width: 2'6" (762mm) x length: 3'0" (914mm). Width denotes hinge side. The roof hatch shall be single leaf. The roof hatch shall be pre-assembled from the manufacturer.

B. Performance characteristics:
   1. Cover shall be reinforced to support a minimum live load of 40 psf (195kg/m2) with a maximum deflection of 1/150th of the span or 20 psf wind uplift.
   2. Operation of the cover shall be smooth and easy with controlled operation throughout the entire arc of opening and closing.

3. Operation of the cover shall not be affected by temperature.
4. Entire hatch shall be weathertight with fully welded corner joints on cover and curb.

C. Cover: Shall be stainless steel with a 3" (76mm) beaded flange with formed reinforcing members. Cover shall have a heavy extruded EPDM rubber gasket that is bonded to the cover interior to assure a continuous seal when compressed to the top surface of the curb.

D. Cover Insulation: Shall be fiberglass of 1" (25.4mm) thickness, fully covered and protected by a metal liner of stainless steel].

E. Curb: Shall be 12" (305mm) in height and of stainless steel. The curb shall be formed with a 3-1/2" (89mm) flange with 7/16" (11.1mm) holes provided for securing to the roof deck. The curb shall be equipped with an integral metal cap flashing of the same gauge and material as the curb, fully welded at the corners, that features the Bil-Clip® flashing system, including stamped tabs, 6" (153mm) on center, to be bent inward to hold single ply roofing membrane securely in place.

F. Curb Insulation: Shall be rigid, high-density fiberboard of 1" (25.4mm) thickness on outside of curb.

G. Lifting Mechanisms: Manufacturer shall provide compression spring operators enclosed in telescopic tubes to provide, smooth, easy, and controlled cover operation throughout the entire arc of opening and closing. The upper tube shall be the outer tube to prevent accumulation of moisture, grit, and debris inside the lower tube assembly. The lower tube shall interlock with a flanged support shoe for aluminum construction; welded to the curb assembly.

H. Hardware
1. Heavy pintle hinges shall be provided
2. Cover shall be equipped with a spring latch with interior and exterior turn handles
3. Roof hatch shall be equipped with interior and exterior padlock hasps.
4. The latch strike shall be a stamped component bolted to the curb assembly.
5. Cover shall automatically lock in the open position with a rigid hold open arm equipped with a 1" (25.4mm) diameter red vinyl grip handle to permit easy release for closing.
6. Compression spring tubes shall be an anti-corrosive composite material and all other hardware shall be zinc plated and chromate sealed. Springs shall have an electrocoated acrylic finish for corrosion resistance
7. Cover hardware shall be bolted into heavy gauge channel reinforcing welded to the underside of the cover and concealed within the insulation space.

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I. Finishes: Factory finish shall be mill finish aluminum.

2.03 LADDER SAFETY POST

A. Furnish and install ladder safety post Model LU-1. The ladder safety post shall be pre-assembled from the manufacturer.

B. Performance characteristics:
1. Tubular post shall lock automatically when fully extended.
2. Safety post shall have controlled upward and downward movement.
3. Release lever shall disengage the post to allow it to be returned to its lowered position.
4. Post shall have adjustable mounting brackets to fit ladder rung spacing up to 14" on center and clamp brackets to accommodate ladder rungs up to 1-3/4" in diameter.

C. Post: Shall be manufactured of high strength square tubing. A pull up loop shall be provided at the upper end of the post to facilitate raising the post.

D. Material of construction: Shall be steel Model LU-1.

E. Balancing spring: A stainless steel spring balancing mechanism shall be provided to provide smooth, easy, controlled operation when raising and lowering the safety post. For installation in corrosive atmospheres, Models LU-2, LU-3, and LU-4 incorporate a special alloy spring mechanism.

F. Hardware: All mounting hardware shall be Type 316 stainless steel.

G. Finishes: Factory finish shall be yellow powder coat steel (Model LU-1)

PART 3 - EXECUTION

3.01 INSPECTION

A. Verify that roof hatch installation will not disrupt other trades. Verify that the substrate is dry, clean, and free of foreign matter. Report and correct defects prior to any installation.

3.02 INSTALLATION

A. Submit product design drawings for review and approval to the architect or specifier before fabrication.

B. The installer shall check as-built conditions and verify the manufacturer's roof hatch details for accuracy to fit the application prior to fabrication. The installer shall comply with the roof hatch Manufacturer's installation instructions.

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C. The installer shall furnish mechanical fasteners consistent with the roof requirements.

END OF SECTION

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SECTION 07 92 00

JOINT SEALANTS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Under this Section, the Contractor shall furnish all labor, materials and equipment for Joint Sealants, as shown on the Plans, and/or as specified.

1.02 REFERENCES

A. The publications listed below and their latest revisions form a part of this Specification to the extent referenced. The publications are referred to in the text by the basic designation only.
   1. American Society for Testing and Materials (ASTM) Publication:
      a. C920 - Elastomeric Joint Sealants

1.03 SUBMITTALS

A. Submit the following.
   1. Manufacturer's Catalog Data:
      a. Sealants
      b. Primers
      c. Backstop materials
         1) Data for the sealants shall include shelf life, recommended cleaning solvents.

1.04 ENVIRONMENTAL CONDITIONS

A. The ambient temperature shall be within the limits of 40 and 100 degrees F when sealant is applied.

1.05 DELIVERY AND STORAGE

A. Deliver materials to the job site in unopened manufacturers' external shipping containers, with brand names, date of manufacture, color, and material designation clearly marked thereon. Elastomeric sealant containers shall be labeled to identify type, class, grade, and use. Carefully handle and store materials to prevent inclusion of foreign materials or subjection to sustained temperatures exceeding 100 degrees F or less than 40 degrees F.

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1.06 QUALITY ASSURANCE

A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

B. Product Testing: Test joint sealants using a qualified testing agency.
   1. Testing Agency Qualifications: Qualified in accordance with ASTM C1021 to conduct the testing indicated.

C. Mockups: Install sealant in mockups of assemblies specified in other Sections that are indicated to receive joint sealants specified in this Section. Use materials and installation methods specified in the Section.

PART 2 - PRODUCTS

2.01 SEALANTS

A. Provide sealant that has been tested and found suitable for the substrates to which it will be applied.

B. Interior Sealant: ASTM C920, Type S or M, Grade NS, Class 12.5, Use NT. Location(s) of sealant shall be as follows:
   1. LOCATION
      a. Small voids between walls or partitions and adjacent lockers, casework, shelving, door frames, built-in or surface-mounted equipment and fixtures, and similar items.
      b. Perimeter of frames at doors, windows, and access panels which adjoin exposed interior concrete and masonry surfaces.
      c. Joints of interior masonry walls and partitions which adjoin columns, pilasters, concrete walls, and exterior walls unless otherwise detailed.
      d. Joints between edge members for acoustical tile and adjoining vertical surfaces.
      e. Interior locations, not otherwise indicated or specified, where small voids exist between materials specified to be painted.

C. Exterior Sealant: For joints in vertical surfaces, provide ASTM C920, Type S or M, Grade NS, Class 25, Use NT. For joints in horizontal surfaces, provide ASTM C920, Type S or M, Grade P, Class 25, Use T. Location(s) of sealant shall be as follows:
   1. LOCATION
      a. Joints and recesses formed where frames and subsills of windows, doors, louvers, and vents adjoin masonry, concrete, or metal frames. Use sealant at both exterior and interior surfaces of exterior wall penetrations.

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b. Joints between new and existing exterior masonry walls.
c. Masonry joints where shelf angles occur.
d. Joints in wash surfaces of stonework.
e. Expansion and control joints.
f. Interior face of expansion joints in exterior concrete or masonry walls where metal expansion joint covers are not required.
g. Voids where items pass through exterior walls.
h. Metal reglets, where flashing is inserted into masonry joints, and where flashing is penetrated by coping dowels.
i. Metal-to-metal joints where sealant is indicated or specified.
j. Joints between ends of gravel stops, fascias, copings, and adjacent walls.

D. Floor Joint Sealant: ASTM C920, Type S or M, Grade P, Class 25, Use T. Location(s) of sealant shall be as follows:
1. LOCATION
a. Seats of metal thresholds for exterior doors.
b. Control and expansion joints in floors, slabs, ceramic tile, and walkways.

2.02 PRIMER FOR SEALANT

A. Provide a nonstaining, quick-drying type and consistency recommended by the sealant manufacturer for the particular application.

2.03 BOND BREAKERS

A. Provide the type and consistency recommended by the sealant manufacturer for the particular application.

2.04 BACKSTOPS

A. Provide glass fiber roving or neoprene, butyl, polyurethane, or polyethylene foams free from oil or other staining elements as recommended by sealant manufacturer. Backstop material shall be compatible with sealant. Do not use oakum and other types of absorptive materials as backstops.

2.05 CLEANING SOLVENTS

A. Provide type(s) recommended by the sealant manufacturer except for aluminum and bronze surfaces that will be in contact with sealant.

2.06 COLOR

A. Sealants exposed to view shall match the color of adjacent finished surfaces.

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PART 3 - EXECUTION

3.01 SURFACE PREPARATION

A. Surfaces shall be clean, dry to the touch, and free from dirt, frost, moisture, grease, oil, wax, lacquer, paint, or other foreign matter that would tend to destroy or impair adhesion. When resealing an existing joint, remove existing calk or sealant prior to applying new sealant.

B. Steel Surfaces: Remove loose mill scale by sandblasting or, if sandblasting is impractical or would damage finish work, scraping and wire brushing. Remove protective coatings by sandblasting or using a residue-free solvent.

C. Aluminum or Bronze Surfaces: Remove temporary protective coatings from surfaces that will be in contact with sealant. When masking tape is used as a protective coating, remove tape and any residual adhesive just prior to sealant application. For removing protective coatings and final cleaning, use nonstaining solvents recommended by the manufacturer of the item(s) containing aluminum or bronze surfaces.

3.02 SEALANT PREPARATION

A. Do add liquids, solvents, or powders to the sealant. Mix multi-component elastomeric sealants in accordance with manufacturer's instructions.

3.03 APPLICATION:

A. Joint Width-To-Depth Ratios:
1. Acceptable Ratios:

JOINT WIDTH	**JOINT DEPTH**	
	Minimum	Maximum
For metal, glass, or other nonporous surfaces:		
1/4 inch (minimum)	1/4 inch	1/4 inch
over 1/4 inch	1/2 of width	Equal to width
For wood, concrete, masonry, stone, or stone:		
1/4 inch (minimum)	1/4 inch	1/4 inch
Over 1/4 inch to 1/2 inch	1/4 inch width	Equal to width
Over 1/2 inch to 2 inches	1/2 inch	5/8 inch
Over 2 inches	(As recommended by sealant manufacturer)	

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2. Unacceptable Ratios: Where joints of acceptable width-to-depth ratios have not been provided, clean out joints to acceptable depths and grind or cut to acceptable widths without damage to the adjoining work. Grinding shall not be required on metal surfaces.

B. Backstops: Install backstops dry and free of tears or holes. Tightly pack the back or bottom of joint cavities with backstop material to provide a joint of the depth specified. Install backstops in the following locations:
1. Where indicated.
2. Where backstop is not indicated but joint cavities exceed the acceptable maximum depths specified in paragraph entitled, "Joint Width-to-Depth Ratios".

C. Primer: Immediately prior to application of the sealant, clean out loose particles from joints. Where recommended by sealant manufacturer, apply primer to joints in concrete masonry units, wood, and other porous surfaces in accordance with sealant manufacturer's instructions. Do not apply primer to exposed finish surfaces.

D. Bond Breaker: Provide bond breakers to the back or bottom of joint cavities, as recommended by the sealant manufacturer for each type of joint and sealant used, to prevent sealant from adhering to these surfaces. Carefully apply the bond breaker to avoid contamination of adjoining surfaces or breaking bond with surfaces other than those covered by the bond breaker.

E. Sealants: Provide a sealant compatible with the material(s) to which it is applied. Do not use a sealant that has exceeded shelf life or has jelled and cannot be discharged in a continuous flow from the gun. Apply the sealant in accordance with the manufacturer's instructions with a gun having a nozzle that fits the joint width. Force sealant into joints to fill the joints solidly without air pockets. Tool sealant after application to ensure adhesion. Sealant shall be uniformly smooth and free of wrinkles. Upon completion of sealant application, roughen partially filled or unfilled joints, apply sealant, and tool smooth as specified.

3.04 PROTECTION AND CLEANING

A. Protection: Protect areas adjacent to joints from sealant smears. Masking tape may be used for this purpose if removed 5 to 10 minutes after the joint is filled.

B. Final Cleaning: Upon completion of sealant application, remove remaining smears and stains, and leave the work in a clean and neat condition.
1. Masonry and Other Porous Surfaces: Immediately scrape off fresh sealant that has been smeared on masonry, and rub clean with a solvent as recommended by the sealant manufacturer. Allow excess sealant to cure for 24 hours then remove by wire brushing or sanding.

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2. Metal and Other Nonporous Surfaces: Remove excess sealant with a solvent-moistened cloth.

END OF SECTION

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SECTION 09 21 16

GYPSUM BOARD ASSEMBLIES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Under this Section, the Contractor shall furnish all labor, materials and equipment for Gypsum Board Assemblies, as shown on the Plans, as specified, and/or directed.

1.02 REFERENCES

A. The publications listed below and their latest revisions form a part of this Specification to the extent referenced. The publications are referred to in the text by the basic designation only.
   1. American Society for Testing and Materials (ASTM) Publications:
      a. C36 - Gypsum Wallboard
      b. C442 - Gypsum Backing Board and Coreboard
      c. C475 - Joint Treatment Materials for Gypsum Wallboard Construction
      d. C514 - Nails for the Application of Gypsum Wallboard
      e. C557 - Adhesives for Fastening Gypsum Wallboard to Wood Framing
      f. C1396/1396M - Water-Resistant Gypsum Backing Board
      g. C840 - Application and Finishing Gypsum Board
      h. C931 - Exterior Gypsum Soffit Board
      i. C960 - Predecorated Gypsum Board
      j. C1002 - Steel Drill Screws for the Application of Gypsum Board
      k. E84 - Surface Burning Characteristics of Building Materials
   2. Gypsum Association (GA) Publications:
      a. 224 - Installation of Predecorated Gypsum Board
      b. 600 - Fire Resistance Design Manual
   3. Underwriters Laboratories, Inc. (UL) Publication:
      a. FRD - Fire Resistance Directory

1.03 SUBMITTALS

A. Submit the following.
   1. Manufacturer's Catalog Data:
      a. Gypsum board
      b. Fasteners
      c. Joint treatment materials
      d. Adhesives

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e. Metal trim

2. Color Selection Samples:

a. Predecorated gypsum board

1) Submit sample of each color and pattern of predecorated gypsum board. Where colors are not indicated, submit samples of not less than eight of the manufacturer's standard colors for selection by the Engineer.

1.04 DELIVERY, HANDLING, AND STORAGE

A. Delivery: Deliver materials in the original packages, containers, or bundles with each bearing the brand name, applicable standard designation, and name of manufacturer, or supplier.

B. Handling: Neatly stack gypsum board flat to prevent sagging or damage to the edges, ends, and surfaces.

C. Storage: Keep materials dry by storing inside a sheltered building. Where necessary to store gypsum board outside, store off the ground, properly supported on a level platform, and protected from direct exposure to rain, snow, sunlight, and other extreme weather conditions. Provide adequate ventilation to prevent condensation.

1.05 ENVIRONMENTAL CONDITIONS

A. Temperature: Maintain a uniform temperature of not less than 50 degrees F in the structure for at least 48 hours prior to, during, and following the application of gypsum board and joint treatment materials, or the bonding of adhesives.

B. Exposure to Weather: Protect gypsum board products from direct exposure to rain, snow, sunlight, and other extreme weather conditions.

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PART 2 - PRODUCTS

2.01 MATERIALS

A. Shall conform to the respective specifications and standards and to the requirements specified herein. Provide gypsum board manufactured from asbestos-free materials.

B. Gypsum Wallboard: ASTM C36.

1. Regular: 48 inches wide, 5/8-inch thick, tapered and featured edges.
2. Foil-Backed: 48 inches wide, 5/8-inch thick, tapered and featured edges.

C. Joint Treatment Materials: ASTM C475.

1. Embedding Compound: Specifically formulated and manufactured for use in embedding tape at gypsum board joints and completely compatible with tape, substrate and fasteners.
2. Finishing or Topping Compound: Specifically formulated and manufactured for use as a finishing compound.
3. All-Purpose Compound: Specifically formulated and manufactured to serve as both a taping and a finishing compound and compatible with tape, substrate and fasteners.
4. Joint Tape: Cross-laminated, tapered edge, reinforced paper, or special tape recommended by the manufacturer.

D. Screws: ASTM C1002. Type "G," Type "S" or Type "W" steel drill screws. Use specially designed steel screws as recommended by the manufacturer of the gypsum board for the screw application of gypsum board to gypsum board or to steel or wood framing.

E. Adhesives: Adhesive containing benzene, carbon tetrachloride, or trichloroethylene shall not be used.
1. Adhesive for Fastening Gypsum Board to Metal Framing: Type as recommended by the gypsum board manufacturer.
2. Adhesive for Fastening Gypsum Board to Wood Framing: ASTM C557.
3. Adhesive for Laminating: Adhesive for Laminating Two-Ply Gypsum Board Systems: Type as recommended by the gypsum board manufacturer.

F. Corner Bead and Edge Trim: Fabricate from corrosive protective coated steel or plastic designed for its intended use. Flanges shall be free of dirt, grease, and other materials that may adversely affect the bond of joint treatment. Materials shall be prefinished or job decorated.

G. Water: Clean, fresh, and potable.

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PART 3 - EXECUTION

3.01 INSPECTION

A. Framing and Furring: Verify that framing and furring are securely attached and of sizes and spacing to provide a suitable substrate to receive gypsum board. Verify that all blocking, headers and supports are in place to support plumbing fixtures and to receive soap dishes, grab bars, towel racks, and similar items. Do not proceed with work until framing and furring are acceptable for application of gypsum board.

B. Gypsum Board and Framing: Verify that surfaces of gypsum board and framing to be bonded with an adhesive are free of dust, dirt, grease, and any other foreign

matter. Do not proceed with work until surfaces are acceptable for application of gypsum board with adhesive.

3.02 APPLICATION OF GYPSUM BOARD

A. Apply gypsum board to framing and furring members in accordance with ASTM C840 and the requirements specified herein. Apply gypsum board with separate boards in moderate contact; do not force in place. Stagger end joints of adjoining boards. Neatly fit abutting end and edge joints. Use gypsum board of maximum practical length. Cut out gypsum board as required to make neat close joints around openings. In vertical application of gypsum board, panels shall be of length required to reach full height of vertical surfaces in one continuous piece. Surfaces of gypsum board and substrate members may be bonded together with an adhesive, except where prohibited by fire rating(s). Leave a space approximately 1/4 inch at bottom of gypsum board for calking.

B. Application of Single-Ply Gypsum Board to Wood Framing and Furring: Apply in accordance with ASTM C840, System I.

C. Floating Interior Angles for Ceilings and Walls: Locate the attachment of fasteners adjacent to ceiling and wall intersections in accordance with ASTM C840, System XII, for single-ply applications of gypsum board to wood framing.

D. Control Joints: Install expansion and contraction joints in ceilings and walls in accordance with ASTM C840, System XIII, unless indicated otherwise.

3.03 FINISHING OF GYPSUM BOARD

A. Tape and finish gypsum board in accordance with ASTM C840. Provide joint, fastener depression, and corner treatment.

3.04 CAULKING

A. Calk openings around pipes, fixtures, and other items projecting through gypsum board as specified in Section 07 92 00, "Joint Sealants". Apply caulking material with exposed surface flush with gypsum board.

3.05 PATCHING

A. Patch surface defects in gypsum board to a smooth, uniform appearance, ready to receive finish as specified.

END OF SECTION

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SECTION 09 51 23

ACOUSTICAL TILE CEILINGS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Under this Section, the Contractor shall furnish all labor, materials and equipment for Acoustical Tile Ceilings, as shown on the Plans, as specified, and/or directed.

1.02 REFERENCES

A. The publications listed below and their latest revisions form a part of this Specification to the extent referenced. The publications are referred to in the text by the basic designation only.

B. American Society for Testing and Materials (ASTM) Publications:
1. A167 - Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, Strip, Specification
2. A366 - Steel Sheet, Carbon, Cold-Rolled, Commercial Quality
3. A526 - Steel Sheet, Zinc Coated (Galvanized) by the Hot Dip Process, Commercial Quality
4. A580 - Stainless and Heat-Resisting Steel Wire
5. B633 - Electrodeposited Coatings of Zinc on Iron and Steel
6. C423 - Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method
7. C635 - Metal Suspension Systems for Acoustical Tile and Lay-In Panel Ceilings
8. C636 - Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-In Panels
9. C834 - Latex Sealing Compounds
10. D217 - Cone Penetration of Lubricating Grease
11. D1779 - Adhesive for Acoustical Materials
12. E84 - Surface Burning Characteristics of Building Materials
13. E119 - Fire Tests of Building Construction and Materials
14. E413 - Determination of Sound Transmission Class
15. E795 - Mounting Test Specimens During Sound Absorption Tests
16. Ceiling and Interior Systems Contractors Association (CISCA) Publication:
    a. AMA1-II - Ceiling Sound Transmission Test by Two-Room Method

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17. Federal Specifications (FS):
    a. SS-S-118 - Sound Controlling (Acoustical) Tiles and Panels
    b. QQ-N-281 - Nickel-Copper Alloy Bar, Rod, Plate, Sheet, Strip, Wire, Forgings, and Structural and Special Shaped Sections
    c. QQ-W-461 - Wire, Steel, Carbon (Round, Bare and Coated)
18. Underwriters Laboratory, Inc. (UL) Publication:
    a. FRD - Fire Resistance Directory

1.03 SUBMITTALS

A. Submit the following.
    1. Manufacturer's Catalog Data:
        a. Acoustical units
        b. Suspension systems

1.04 DELIVERY AND STORAGE

A. Deliver acoustical units in the manufacturer's original unopened containers with brand name and type clearly marked. Handle materials carefully, and store them under cover in dry, watertight enclosures. Immediately before installation, store acoustical units for not less than 24 hours at the same temperature and relative humidity as the space where they will be installed.

1.05 ENVIRONMENTAL CONDITIONS

A. For 24 hours before, during, and 24 hours after installation of acoustical units, maintain temperature and relative humidity at typical in-service conditions. Interior finish work such as plastering, concrete, and terrazzo work shall be completed and dry before installation. Mechanical, electrical, and other work above the ceiling line shall be completed and approved prior to the start of acoustical ceiling installation.

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PART 2 - PRODUCTS

2.01 MATERIALS

A. Acoustical Tile Ceiling (ATC) Units: FS SS-S-118, and the following requirements.
    1. Composition Lay-In Panels; ATC-1 (Match Existing Tile):
        a. Type: Type III (Non-asbestos mineral composition with factory-applied standard washable painted finish. Color white.
        b. Form: 1, 2, or 3.
        c. Class: A, flame spread 25 or less.

d. Pattern: CE, Fine, Small holes, perforated. Match Existing.
e. Noise Reduction Coefficient (NRC) Grade: Minimum 0.50 when tested on Mounting Type E-400 of ASTM E795.
f. Light Reflectance (LR) Coefficient: LR-1, 0.75 or greater.
g. Nominal Size: 24 x 48 inches.
h. Edge Detail: Rabbeted.

2.02 SUSPENSION SYSTEM

A. ASTM C635 and the following requirements:
1. Type: Exposed grid
2. Structural Classification: Intermediate for main runners and cross tees.
3. Finish: Surfaces exposed to view shall be of uniform width and shall be aluminum or steel with factory applied white baked enamel finish. Zinc coated steel shall receive a phosphate treatment prior to painting.
4. Accessories: Provide manufacturer's standard hold down clips and wall or edge moldings.

B. Hangers:
1. Wires: FS QQ-W-461, composition 1010, soft annealed, light zinc-coated finish, 0.1055 inches in diameter (12 gauge).

2.03 ACOUSTICAL SEALANT

A. Synthetic rubber or polymeric-based material complying with ASTM C834 and having the following properties:
1. Consistency: 290 to 310 per ASTM D217.
2. Aging: Slightly tacky at 160 degrees F after 50 days.
3. Accelerated aging: No significant change after 260 hours in weatherometer.
4. Nonstaining.
5. Solids content: Approximately 80 to 90 percent.
6. No oil migration.

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PART 3 - EXECUTION

3.01 SURFACE PREPARATION

A. Examine surfaces to receive directly attached acoustical units for unevenness, irregularities, and dampness that would affect quality and execution of the work. Areas where acoustical units will be cemented shall be free of oils, form residue, or other materials that reduce bonding capabilities of the adhesive.

3.02 INSTALLATION

A. Suspended Ceilings: ASTM C636.
   1. Hangers: Space hangers 4 feet on centers each direction. Lay hangers out for each individual room or space. Install additional hangers where required to support framing around beams, ducts, columns, grilles and other penetrations through the ceiling.
   2. Suspension Members: Keep main runners and carrying channels clear of abutting walls and partitions. Provide at least two main runners for each ceiling span.
   3. Acoustical Units: Edges of ceiling tiles shall be in close contact with metal supports with each other and in true alignment. Arrange units so that units less than 1/2 width are minimized.
   4. Wall or Edge Molding: Install wall molding at intersection of suspended ceiling and vertical surfaces. Miter corners where wall moldings intersect or install corner caps.
   5. Hold Down Clips: Provide hold down clips for all panels in ceiling system and around troffer lights.
   6. Calking: Seal all joints around pipes, ducts or electrical outlets penetrating the ceiling. Apply a continuous ribbon of acoustical sealant on vertical web of wall or edge moldings. See Section 07 92 00, "Sealants".

3.03 CLEANING

A. Clean soiled or discolored unit surfaces after installation. Touch up scratches, abrasions, voids and other defects in painted surfaces. Remove damaged or improperly installed units and install new materials.

3.04 MAINTENANCE MATERIAL (EXTRA STOCK)

A. Furnish one spare acoustical unit for each 100 units installed.

END OF SECTION

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SECTION 09 91 00

PAINTING

PART 1 - GENERAL

1.01 DESCRIPTION

A. Under this Section, the Contractor shall furnish all labor, materials and equipment for Painting as shown on the Plans, as specified and/or directed.

1.02 REFERENCES

A. The publications listed below and their latest revisions form a part of this Specification to the extent referenced. The publications are referred to in the text by the basic designation only.
   1. Code of Federal Regulations (CFR) Publications:
      a. 29 1910.1000 - Occupational Safety and Health Standards
      b. 29 1910.1025 - Occupational Safety and Health Standards (Lead)
   2. Federal Standard (FED-STD):
      a. 313 - Material Safety Data Sheets Preparation and Submission of
   3. Steel Structures Painting Council (SSPC) Publications:
      a. Paint-1 - Shop, Field, and Maintenance Painting
      b. Paint-3 - A Guide to Safety in Paint Application
      c. Paint-20 - Zinc-Rich Primers (Type I, Inorganic, and Type II Organic)
      d. SP 1 - Solvent Cleaning
      e. SP 2 - Hand Tool Cleaning
      f. SP 3 - Power Tool Cleaning
      g. SP 6 - Commercial Blast Cleaning
      h. SP 7 - Brush-Off Blast Cleaning
      i. SP 10 - Near-White Blast Cleaning
      j. VIS1 - Pictorial Surface Preparation Standards for Painting Steel Surfaces

1.03 SUBMITTALS

A. Submit the following.
   1. Manufacturer's Instructions:
      a. Paint application instructions
      b. Manufacturer's material safety data sheets

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1) Submit Manufacturer's material safety data sheets for coatings, solvents, and other potentially hazardous materials, as defined in FED-STD-313.

1.04 REGULATORY REQUIREMENTS

A. Lead Content: Do not use coatings having a lead content over 0.06 percent by weight of nonvolatile content.

B. Chromate Content: Do not use coatings containing zinc-chromate or strontium-chromate.

C. Asbestos Content: Materials shall not contain asbestos.

1.05 DELIVERY AND STORAGE

A. Deliver materials in sealed, labeled containers bearing the manufacturer's name, brand designation, specification number, batch number, color, and date of manufacture. Restrict storage and mixing of materials to locations designated by the Engineer.

1.06 SAFETY METHODS

A. Apply coating materials using safety methods and equipment in accordance with the following:

B. Safety Methods Used During Coating Application: Comply with the requirements of SSPC Paint-3.

C. Toxic Materials: To protect personnel from overexposure to toxic materials, conform to the most stringent guidance of:

1. The chemical manufacturer when using mineral spirits, or other chemicals. Use impermeable gloves, chemical goggles or face shield, and other recommended protective clothing and equipment to avoid exposure of skin, eyes, and respiratory system. Conduct work in a manner to minimize exposure of building occupants and the general public.
2. The appropriate OSHA standard in 29 CFR 1910.1025 for surface preparation on painted surfaces containing lead, zinc-chromate, strontium-chromate, asbestos, or other toxic ingredients.
3. 29 CFR 1910.1000.
4. Threshold Limit Values (R) of the American Conference of Governmental Industrial Hygienists.
5. Manufacturer's Material Safety Data Sheets (MSDS).

1.07 ENVIRONMENTAL CONDITIONS

A. Exterior Coatings: Do not apply coating to surfaces during foggy or rainy weather, or under the following surface temperature conditions:

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1. Less than 5 degrees F above the dew point;
2. Below 40 degrees F (for oil-based paints), 50 degrees F (for latex paints), or over 95 degrees F, unless approved by the Engineer.

B. Interior Coatings: Apply coatings when surfaces to be painted are dry and the following surface temperatures can be maintained:
1. Between 65 and 95 degrees F during the application of enamels and varnishes;
2. Between 50 and 95 degrees F during the application of other coatings.

1.08 COLOR SELECTION

A. Colors of finish coats shall be as indicated or specified. Where not indicated or specified, colors shall be selected by the Engineer.

1.09 LOCATION AND SURFACE TYPE TO BE PAINTED

A. Painting Included: Where a space or surface is indicated to be painted, include the following unless indicated otherwise.
1. Surfaces behind portable objects and surface mounted articles readily detachable by removal of fasteners, such as screws and bolts.
2. New factory finished surfaces that require identification or color coding and factory finished surfaces that are damaged during performance of the work.
3. Existing coated surfaces that are damaged during performance of the work.

B. Painting Excluded: Do not paint the following unless indicated otherwise.
1. Surfaces concealed and made inaccessible by panelboards, fixed ductwork, machinery, and equipment fixed in place.
2. Surfaces in concealed spaces. Concealed spaces are defined as spaces above suspended ceilings, furred spaces, attic spaces, crawl spaces, and chases.
3. Steel to be embedded in concrete.
4. Copper, stainless steel, aluminum, brass, and lead except existing coated surfaces.

C. Exterior Painting: Includes new surfaces, existing coated surfaces, and existing uncoated surfaces, of the building site work items and appurtenances. Also included are existing coated surfaces made bare by cleaning operations.

D. Interior Painting: Includes new surfaces, existing uncoated surfaces, and existing coated surfaces of the building and appurtenances as indicated and existing coated surfaces made bare by cleaning operations. Where a space or surface is indicated to be painted, include the following items, unless indicated otherwise.

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1. Exposed columns, girders, beams, joists, and metal deck; and
2. Other contiguous surfaces.

E. Mechanical and Electrical Painting: Includes field coating of interior and exterior new and existing surfaces.
   1. Where a space or surface is indicated to be painted, include the following items unless indicated otherwise.
      a. Exposed piping, conduit, and ductwork;
      b. Supports, hangers, air grilles, and registers;
      c. Miscellaneous metal work and insulation coverings.
   2. Do not paint the following, unless indicated otherwise:
      a. New zinc-coated, aluminum, and copper surfaces under insulation;
      b. New aluminum jacket on piping; and
      c. New interior ferrous piping under insulation.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS OF PAINT MATERIALS:

A. Products shall comply with MPI standards indicated and shall be listed in the "MPI Approved Product List."

2.02 MATERIALS

A. Provide as far as practical, pretreatments, primers and top coats from one coating manufacturer. Coatings shall be applied as a complete system and must be compatible with the substrate and each coating component. Coating systems shall be the manufacturer's industrial or commercial systems and are specified by generic type only. Residential coating systems shall not be permitted.

B. See painting schedule at the end of this Section.

C. Provide brands and qualities of materials for use on work exactly as specified, or an approved equal.

D. Coordination: Provide finish coats which are compatible with prime paints used. Provide barrier coats over incompatible primers where required. Submit written notification of anticipated problems using specified coatings with substrates primed by others.

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E. Paint Colors:
   1. Provide colors as indicated or selected by Owner.
   2. Paint area of each color for observation, review and revisions before batch mixing of colors, or shipping large quantities of that color to job. Allow revisions to approved colors and textures after review of initial area of each color.
      a. Vary top coats in shade from preceding coat without affecting finish color.

F. Mixing and Tinting:
   1. Job mix or job tint only if approved. Mix only in pails in suitably sized non-ferrous or oxide-resistant metal pans.
   2. Strain to remove lumps and specks.
   3. Use tinting colors recommended by manufacturer for the specific type of finish.
   4. Add non-mercuric fungicidal agent to exterior finishes by manufacturer.

PART 3 - EXECUTION

3.01 PROTECTION OR AREAS AND SPACES

A. Prior to surface preparation and coating applications, remove, mask, or otherwise protect, hardware, hardware accessories, machined surfaces, radiator covers, plates, lighting fixtures, public and private property, and other such items not to be coated that are in contact with surfaces to be coated. Following completion of painting, workmen skilled in the trades involved shall reinstall removed items. Restore surfaces contaminated by coating materials, to original condition and repair damaged items.

3.02 SURFACE PREPARATION

A. Remove dirt, splinters, loose particles, grease, oil, disintegrated coatings, and other substances deleterious to coating performance as specified for each substrate.

B. Existing Coating Surfaces With No Defects: Before application of coatings, perform the following on surfaces covered by soundly-adhered coatings, defined as those which cannot be removed with a putty knife:
   1. Wipe previously painted surfaces to receive solvent-based coatings, except stucco and similarly rough surfaces clean with a clean, dry cloth saturated with mineral spirits, FS TT-T-291. Allow surface to dry. Wiping shall immediately precede the application of the first coat of any coating, unless specified otherwise.

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2. Sand existing enamel and other glossy surfaces to remove gloss. Brush and wipe clean with a dry cloth.
3. The requirements specified are minimum. Comply also with the instructions and recommendations of the paint manufacturer for preparation and application.

C. Existing Coated Surfaces with Minor Defects: Sand, spackle, and treat minor defects to render them smooth. Minor defects are defined as scratches, nicks, cracks, gouges, spalls, alligatoring, chalking, and irregularities due to partial peeling of previous coatings.

D. Removal of Existing Coatings: Remove existing coatings from the following surfaces:
1. Surfaces containing large areas of minor defects;
2. Surfaces containing more than 20 percent peeling area; and
3. Surfaces designated by the Engineer, such as surfaces where rust shows through existing coatings.

E. Substrate Repair:
1. Repair substrate surface damaged during coating removal;
2. Sand edges of adjacent soundly-adhered existing coatings so they are tapered as smooth as practical to areas involved with coating removal; and
3. Clean and prime the substrate as specified.

3.03 PREPARATION OF METAL SURFACES

A. Existing and New Ferrous Surfaces:
1. Shop-coated Surfaces and Small Areas That Contain Rust, Mill Scale and Other Foreign Substances: Solvent clean in accordance with SSPC SP 1 to remove oil and grease. Where shop coat is missing or damaged, clean according to SSPC SP 2 or SSPC SP 3.
2. Surfaces With More Than 20 Percent Rust, Mill Scale, and Other Foreign Substances: Clean entire surface in accordance with SSPC SP 6.
3. Galvanized steel shall be prepared for painting in accordance with ASTM D6386.
4. Immersed Surfaces to Receive a Coating: Clean in accordance with SSPC SP 10.

B. Final Ferrous Surface Condition: Cleaned surface shall be similar to photographs in SSPC VIS1 as follows:

DEGREE OF CLEANING	ADHERENT MILL SCALE	RUSTING MILL SCALE	RUSTED	PITTED AND RUSTED

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DEGREE OF CLEANING	ADHERENT MILL SCALE	RUSTING MILL SCALE	RUSTED	PITTED AND RUSTED
Hand Tool Cleaning SSPC SP 2	(1)	B St 2	C St 2	D St 2
Power Tool Cleaning SSPC SP 3	(1)	B St 3	C St 3	D St 3
Commercial Blast Cleaning SSPC SP 6	(1)	(1)	C Sa 2	D Sa 2
Brush-Off Blast Cleaning SSPC SP 7	(1)	B Sa 1	C Sa 1	D Sa 1
Near White Blast Cleaning SSPC SP 10	A Sa 2-1/2	B Sa 2-1/2	C Sa 2-1/2	D Sa 2-1/2
Note: (1) No photograph is available or recommended for comparison.				

3.04 PREPARATION OF CONCRETE AND CEMENTITIOUS SURFACE

A. Concrete and Masonry:

1. Surface Cleaning: Remove the following deleterious substances.

a. Dirt, Chalking, Grease, and Oil: Wash new and existing uncoated surfaces with a solution composed of 3 ounces (2/3 cup) trisodium phosphate, 1 ounce (1/3 cup) household detergent, and 3 quarts of warm water. Then rinse thoroughly with fresh water. Wash existing coated surfaces with a suitable detergent and rinse thoroughly. For large areas, water blasting may be used.

b. Fungus and Mold: Wash, existing coated, and existing uncoated surfaces with a solution composed of 3 ounces (2/3 cup) trisodium phosphate, 1 ounce (1/3 cup) household detergent, 1 quart 5 percent sodium hypochlorite solution and 3 quarts of warm water. Rinse thoroughly with fresh water.

c. Glaze and Loose Particles: Remove by wire brushing.

d. Efflorescence: Remove by scraping or wire brushing followed by washing with a 5- to 10-percent by weight aqueous solution of hydrochloric (muriatic) acid. Do not allow acid to remain on the surface for more than five minutes before rinsing with fresh water. Do not acid clean more than 4 square feet of surface, per workman, at one time.

e. Removal of Existing Coatings: For surfaces to receive textured coating FS TT-C-555, remove existing coatings including soundly adhered coatings if recommended by textured coating manufacturer.

1) Cosmetic Repair of Minor Defects: Repair or fill mortar joints and minor defects, including but not limited to spalls, in accordance with manufacturer's recommendations and prior to coating application.

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B. Gypsum Board:

1. Surface Cleaning: Gypsum board shall be dry. Remove loose dirt and dust by brushing with a soft brush or rubbing with a dry cloth prior to application of the first coat material.
2. Repair of Minor Defects: Prior to painting, repair joints, cracks, holes, surface irregularities, and other minor defects with spackling compound and sand smooth.

3.05 PREPARATION OF WOOD AND PLYWOOD SURFACE

A. New, Existing Uncoated, and Existing Coated Surfaces, Except Floors:

1. Surface Cleaning: Surfaces shall be free from dust and other deleterious substances and in a condition approved by the Engineer prior to receiving paint or other finish. Do not use water to clean uncoated wood. Scrape to remove loose coatings. Lightly sand to roughen the entire area of previously enamel-coated wood surfaces.
2. Removal of Fungus and Mold: Wash existing coated surfaces with a solution composed of 3 ounces (2/3 cup) trisodium phosphate, 1 ounce (1/3 cup) household detergent, 1 quart 5 percent sodium hypochlorite solution and 3 quarts of warm water. Rinse thoroughly with fresh water.
3. Cosmetic Repair of Minor Defects:
   a. Knots and Resinous Wood and Fire, Smoke, Water, and Color Marker Stained Existing Coated Surface: Prior to application of paint, treat with an application of commercially available knot sealer.
   b. Open Joints and Other Openings: Fill with whiting putty. Sand smooth after putty has dried.
   c. Checking: Where checking of the wood is present, sand the surface, wipe and apply a coat of pigmented orange shellac. Allow to dry before paint is applied.
4. Prime Coat For New Exterior Surfaces: Prime coat before wood becomes dirty, warped, or weathered.
5. Cracks and Nailheads: Set and putty stop nailheads and putty cracks after the prime coat has dried.

3.06 APPLICATION

A. Coating Application: Apply coating materials in accordance with SSPC Paint-1. SSPC Paint-1 methods are applicable to all substrates, except as modified herein. Thoroughly work coating materials into joints, crevices, and open spaces. Touch up damaged coatings before applying subsequent coats. Interior areas shall be broom clean and dust free before and during the application of coating material.

1. Drying Time: Allow time between coats, as recommended by the coating manufacturer, to permit thorough drying. Provide each coat in specified condition to receive the next coat.

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2. Primers, and Intermediate Coats: Do not allow primers or intermediate coats to dry more than 30 days, or longer than recommended by the manufacturer, before applying subsequent coats. Follow manufacturer's recommendations for surface preparation if primers or intermediate coats are allowed to dry longer than recommended by manufacturers of subsequent coatings. Each coat shall cover the surface of the preceding coat or surface completely, and there shall be a visually perceptible difference in shades of successive coats.
3. Finished Surfaces: Provide finished surfaces free from runs, drops, ridges, waves, laps, brush marks, and variations in colors.

B. Equipment: Apply coatings with approved brushes, approved rollers, or approved spray equipment, unless specified otherwise. Spray areas made inaccessible to brushing by items such as ducts and other equipment.

C. Thinning of Paints: Reduce paints to proper consistency by adding fresh paint, except when thinning is mandatory for the type of paint being used. Obtain written permission from the Engineer to use thinners. The written permission shall include quantities and types of thinners to use.

D. Coating Systems:
1. Systems by Substrates: Apply coatings that conform to the respective specifications listed in the following Tables:

Table	
I	Exterior Metal Surfaces
II	Interior Metal Surfaces
III	Exterior Concrete Surfaces
IV	Interior Concrete Surfaces
V	Exterior Masonry Surfaces
VI	Interior Masonry Surfaces
VII	Interior Gypsum Wallboard Surfaces
VIII	Exterior and Interior Wood Surfaces

2. Minimum Dry Film Thickness (DFT): Apply paints, primers, varnishes, enamels, undercoats, and other coatings to a minimum dry film thickness of 1.5 mil each coat unless specified otherwise in the Tables. Coating thickness where specified, refers to the minimum dry film thickness.
3. Coatings for Surfaces Not Specified Otherwise: Coat surfaces which have not been specified, the same as surfaces having similar conditions of exposure.
4. Existing Surfaces Damaged During Performance of the Work, Including New Patches In Existing Surfaces: Coat surfaces with the following:
   a. One coat of primer.
   b. One coat of undercoat or intermediate coat.

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c. One top coat to match adjacent surfaces.

5. Existing Coated Surfaces To Be Painted: Apply coatings conforming to the respective specifications listed in the Tables herein, except that pretreatments, sealers, fillers, and primers need not be provided on surfaces where existing coatings are soundly adhered and in good condition.

3.07 COATING SYSTEMS FOR METAL

A. Primer: Apply specified ferrous metal primer on the same day that surface is cleaned. If flash rusting occurs, re-clean the surface prior to application of primer.

1. Inaccessible Surfaces: Prior to erection, use two coats of the specified primer on metal surfaces that will be inaccessible after erection.
2. Shop-primed Surfaces: Touch up exposed substrates and damaged coatings to protect from rusting prior to applying field primer.
3. Pipes and Tubing: The semitransparent film applied to pipes and tubing at the mill is not to be considered a shop coat. Apply specified ferrous metal primer prior to application of subsequent coats.
4. Exposed Nails, Screws, Fasteners, and Miscellaneous Ferrous Surfaces: On surfaces to be coated with water thinned coatings, spot prime exposed nails and other ferrous metal with latex primer.
   a. Apply coatings of Tables I and II. "DFT" means dry film thickness in mils.

3.08 COATING SYSTEMS FOR WOOD AND PLYWOOD

A. Apply coatings of Tables VII and VIII.

B. Prior to erection, apply two coats of the specified primer to treat and prime wood and plywood surfaces which will be inaccessible after erection.

3.09 INSPECTION AND ACCEPTANCE

A. In addition to meeting the previously specified requirements, demonstrate the mobility of moving components, including but not limited to swinging and sliding doors, cabinets, and windows with operable sash, for inspection by the Engineer. Perform this demonstration after appropriate curing and drying times of the coatings have elapsed and prior to invoicing for final payment.

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TABLE I EXTERIOR METAL SURFACES							
CONDITION	PREPARATION	FIRST COAT	DFT	SECOND COAT	DFT	THIRD COAT	DFT
Severe	SSPC SP 6	Epoxy-Polyamide	4.0	Aliphatic Polyester Polyurethane	1.5	-	-
Mild	SSPC SP 6	Alkyd-Phenolic Primer	2.0	Alkyd	1.5	Alkyd	1.5

TABLE II INTERIOR METAL SURFACES							
CONDITION	PREPARATION	FIRST COAT	DFT	SECOND COAT	DFT	THIRD COAT	DFT
Severe	SSPC SP 6	Epoxy-Polyamide Primer	3.0	Epoxy-Polyamide	4.0	-	-
Mild	SSPC SP 6	Alkyd-Phenolic Primer	2.0	Alkyd	1.5	Alkyd	1.5
Immersion	SSPC SP 10	Coal-Tar Epoxy	14.0	-	-	-	-

TABLE III EXTERIOR CONCRETE SURFACES							
CONDITION	PREPARATION	FIRST COAT	DFT	SECOND COAT	DFT	THIRD COAT	DFT
Severe	Clean and Dry	Modified Epoxy	8.0	-	-	-	-
Mild	Clean and Dry	Emulsified Acrylic	2.0	Emulsified Acrylic	2.0	-	-

TABLE IV INTERIOR CONCRETE SURFACES							
CONDITION	PREPARATION	FIRST COAT	DFT	SECOND COAT	DFT	THIRD COAT	DFT
Severe	Brush Blast	Epoxy-Polyamide Water-Borne	4.0	Epoxy-Polyamide Water-Borne	4.0	-	-
Moderate	Brush Blast	Acrylic-Epoxy	2.0	Acrylic-Epoxy	2.0	--	-
Mild	Clean and Dry	Emulsified Acrylic	2.0	Emulsified Acrylic	2.0	-	
Concrete Floors	Acid Etch or Brush Blast	Epoxy-Polyamide (skid resistant)	2.0	Epoxy-Polyamide	2.0	-	-

TABLE V EXTERIOR MASONRY SURFACES							
CONDITION	PREPARATION	FIRST COAT	DFT	SECOND COAT	DFT	THIRD COAT	DFT
All	Clean and Dry	Modified Epoxy	60 sf/gal	Modified Epoxy	8.0	-	-

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TABLE VI
INTERIOR MASONRY SURFACES

CONDITION	PREPARATION	FIRST COAT	DFT	SECOND COAT	DFT	THIRD COAT	DFT
Severe	Clean and Dry	Epoxy-Polyamide Filler	75 sf/gal	Epoxy-Polyamide	4.0	Epoxy-Polyamide	4.0
Mild	Clean and Dry	Modified Epoxy Filler	60 sf/gal	Emulsified Acrylic	2.0	Emulsified Acrylic	2.0

TABLE VII
INTERIOR GYPSUM WALL BOARD SURFACES

CONDITION	PREPARATION	FIRST COAT	DFT	SECOND COAT	DFT	THIRD COAT	DFT
Severe	Clean and Dry	Vinyl-Acrylic Latex Sealer	1.0	Epoxy-Polyamide	4.0	Epoxy-Polyamide	4.0
Moderate	Clean and Dry	Vinyl-Acrylic Latex Sealer	1.0	Water-Borne Acrylic-Epoxy	2.0	Water-Borne Acrylic-Epoxy	2.0
Mild	Clean and Dry	Emulsified-Acrylic	2.0	Emulsified-Acrylic	2.0	-	-

TABLE VIII
EXTERIOR AND INTERIOR WOOD SURFACES

CONDITION	PREPARATION	FIRST COAT	DFT	SECOND COAT	DFT	THIRD COAT	DFT
All	Clean and Dry	Alkyd Primer	2.0	Alkyd	1.5	Alkyd	1.5

END OF SECTION

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