

# **ADDENDUM NO. 1**

## **HORACE NYE HOME SPRINKLER FIRE PROTECTION**

**Essex County, NY**

**APRIL 26, 2012**

### **TO ALL HOLDERS OF BIDDING DOCUMENTS:**

This Addendum, issued to bid document holders of record, indicates clarifications to the bid documents for the Horace Nye Home Sprinkler Fire Protection project. All clarifications described herein shall be incorporated into the Contractor's bid proposal. This Addendum is part of the Contract Documents. Adjustments required by each item shall be understood to apply to all document references affected by the clarifications described.

#### **1. General Clarification Regarding Bidding Requirements:**

The Certificate of Authority, Certificate of Experience, Consent of Surety and Statement of Surety's Intent forms along with the non collusive bidding certificate, bid security and Bid Form are required to be completed and submitted with the bid.

#### **2. Clarifications Regarding Project Requirements:**

A pre-bid meeting and walk thru was conducted on April 20, 2012 per the specifications. Contractors were given access to all areas and allowed above all ceilings as they desired.

#### **3. Flexible Heads are not specified nor allowed.**

#### **4. Drawings A-1/E-1 and A-2/E-2. These drawings are intended to show only General Construction and Electrical work. Although sprinkler piping is shown it is not to be used to take off Division 21 project requirements. The "SP" drawings shall be used for all Division 21 work.**

#### **5. Drawing A-2/E-2. Note 6: Add "ceramic" before the word "tile" at all locations. The existing ceramic tile is floor to ceiling including base tile. The project intent is provide new ceramic tile floor to ceiling. Color selection by the owner. The butting walls are not "tiled" although there is ceramic base which shall remain.**

6. Drawing A-1/E-1 and A-2/E-2: Where new light fixtures are shown they can be wired to the existing lighting circuit in the room.
7. Drawing A-1/E-1 (Note G2) and A-2/E-2 (Note 4): When ceiling tiles are removed they must be replaced at the end of each work day. The final time a tile is removed it shall be replaced by a new tile.
8. Drawing SP-4: The fire dept. connection and the water motor gong shall be new devices. Remove and dispose of the existing devices.
9. Drawing SP-3 & Sp-4: Double occupancy rooms show 2 sprinkler heads in the bed areas. One head within each curtain compartment. This is a project requirement.

END OF ADDENDUM NO. 1

## NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN, that the Undersigned, on behalf of the Essex County Board of Supervisors, will accept sealed bids until May 1, 2012 for Installation of a Sprinkler System at the Horace Nye Nursing Home, Elizabethtown, NY.

A pre-bid conference and walk-through shall be held at 10:00 AM on April 20, 2012 at **Essex County Horace Nye Nursing Home** located at **81 Park Street, Elizabethtown, New York**. All contractors are encouraged to attend.

The bids shall be opened and read aloud on May 1, 2012 at the Office of the Purchasing Agent, 7551 Court Street, Elizabethtown, New York, at 2:00 P.M. If additional information concerning the bidding is required, call (518) 873-3332.

All bids submitted in response to this notice shall be marked "SEALED BID –HNNH SPRINKLER SYSTEM" clearly on the outside of the envelope. All bids shall be submitted on the bid sheets included in the package, and no other forms shall be accepted.

Specifications and standard proposals for the proposed work may be obtained at the above address or on the County's website at [www.co.essex.ny.us](http://www.co.essex.ny.us).

Essex County reserves the right to reject any and all bids not considered to be in the best interest of Essex County, and to waive any technical or formal defect in the bids which is considered by Essex County to be merely irregular, immaterial, or unsubstantial.

In addition to bid sheets, the bidder shall submit executed non-collusion bid certificates signed by the bidder or one of its officers as required by the General Municipal Law Sec. 103d.

Attention of the bidders is particularly called to the requirements as to the conditions of employment to be observed and minimum wage rates under the Contract

Each proposal must be accompanied by either a Certified Check or a Bid Bond, in a form acceptable to the Essex County Attorney, payable to Essex County Treasurer in the amount of five percent (5%) of amount of the bid.

All Certified Checks and Bid Bonds, except those of the three (3) low bidders will be returned within ten (10) days after the bids are opened. The checks or bonds of the three (3) low bidders will be returned after the execution of the Contract.

A labor and material Payment Bond and a Performance Bond in the form contained in the Contract documents will be required of the successful Bidder.

A Contract awarded pursuant to this notice shall be subject to the provisions of Sections 103-1, 103-b and 103-d of the General Municipal Law.

PLEASE TAKE FURTHER NOTICE that Essex County affirmatively states that in regard to any contract entered into pursuant to this notice, without regard to race, color, sex, religion, age, national origin, disability, sexual preference or Vietnam Era veteran status, disadvantaged and minority or women-owned business enterprises will be afforded equal opportunity to submit bids in response hereto.

Dated: April 6, 2012

Linda M. Wolf, CPA  
Purchasing Agent  
Essex County Government Center  
7551 Court Street – PO Box 217  
Elizabethtown, New York 12932  
(518) 873-3332

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## **INSTRUCTIONS TO BIDDERS**

To be considered, Bids must be made in accordance with these Instructions to Bidders:

### **A. PROJECT SITE:**

1. The project site is the Essex County Horace Nye Home (HNH), 81 Park Street, Elizabethtown, NY 12932
2. If a Bidder desires to inspect the Project Site, the Bidder should contact Paul Hopkins, Superintendent of Buildings and Grounds, to schedule a visit. Mr. Hopkins can be contacted at (518) 873-3583.

### **B. PROJECT OWNER:**

1. The Owner is Essex County.

### **C. PROJECT ENGINEER:**

Schoder Rivers Associates  
453 Dixon Road  
Suite 7, Bldg 3  
Queensbury, NY 12804

Phillips Associates  
376 Broadway

Saratoga Springs, NY 12866-3164  
Technical Questions to:  
Attention: Gene Phillips  
518-584-3730  
Email: [Phillassoc@aol.com](mailto:Phillassoc@aol.com)

### **D. TIME SCHEDULE:**

1. Base Bid: All work shall be completed by September 28, 2012.
2. Alternate Bid SP1: All work shall be completed by June 28, 2013.
3. The Contract Documents provide for sequencing and coordination with the HNH operations. Submittal of a Bid acknowledges familiarity with, and acceptance of, the requirements of the Contract Documents. Each Contractor, and his subcontractors, suppliers and vendors shall be responsible for adherence to the scheduling requirements and shall be accountable for any and all expenses that arise from failure to do so.

### **E. QUALIFICATION OF BIDDERS:**

1. In order to submit a bid for this project, a Bidder shall have five (5) years of experience installing sprinkler systems. The bidder shall submit written confirmation of 5 years of experience upon request. The confirmation shall include 5 projects performed in the last 5 years or more complete with Project Cost, Identification of Owner contact with telephone number and short description of project content (type of building, size, special circumstances etc.). Information shall be submitted within 5 business days of request.

2. The Owner may make such investigation, as it deems necessary to determine the responsibility of any bidder or to determine the ability of any bidder to perform the work. The Owner reserves the right to disqualify any bidder or to reject any bid if information required by the Owner from the bidder is not submitted or if the information submitted or investigation of any such bidder fails to satisfy the Owner or that a bidder is responsible, able or qualified to carry out the obligations of the Contract or to complete the work as contemplated therein.

#### F. DOCUMENTS:

1. Documents shall consist of Project Drawings and Specifications.
2. Asbestos Survey: Essex County has had Asbestos Surveys done on 2-16-09 and 4-13-12. These surveys are available to the contractor on site only. Essex County will perform all asbestos abatement required for this project. Asbestos containing materials known to be in the contractors work areas either has or will be removed prior to the contractors scheduled work. The contractor shall notify Essex County immediately of any materials suspected of containing asbestos.
3. Bidders shall carefully examine the Project Plans and Specifications and should visit the project site to become fully knowledgeable of existing conditions and to verify conditions under which work will be performed. Submission of a Bid will be considered conclusive evidence that a Bidder has visited the site and fully understands the requirements of the Project Drawings and Specifications and all applicable laws and codes. Bidders shall make due allowance in their bid for all contingencies which may arise, whether or not stated.
4. Bidders shall not be given extra payments for conditions that can be determined by examining the Project Drawings and Specifications and the project site prior to submitting a bid.

#### G. PRE-BID MEETING:

1. A Pre-Bid Meeting and walk-thru will be held at the Horace Nye Home at 10:00 A.M. on Friday April 20, 2012. Attendance by Bidders at such a meeting is requested but not mandatory for submitting a bid. The meeting shall begin at 10:00 A.M. with a review of the project work by the Engineer. Immediately following the meeting there will be a walk-through of the building site. Questions will be accepted at any time during the meeting.

#### H. QUESTIONS:

1. Should a Bidder find discrepancies or omissions in the Project Drawings and Specifications, they shall at once notify the Engineer, who will endeavor to issue the necessary clarification to prospective bidders by means of an Addendum. Such Addendum, as part of the Project Plans and Specifications, shall be binding on all Bidders.
2. Bidders shall make certain that they and their subcontractors have been provided with copies of all Addenda. Addenda will be posted on the Essex County Web Site. Addenda will not be mailed to plan holders.
3. Bids will be conclusively presumed to be based upon all Addenda issued up to the time of the opening of Bids, regardless of whether or not a copy of each Addendum is actually in the possession of the Bidder.
4. Questions received less than 72 hours before the bid opening cannot be answered.
5. Bidders shall acknowledge receipt of Addenda on Bid Form.

**4. Legal Status:**

- A. To facilitate the drawing and execution of a contract, Bidder shall supply the following information concerning legal status:

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

ADDRESS OF PRINCIPAL OFFICE      STREET \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

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

Check one:    CORPORATION \_\_\_\_ PARTNERSHIP \_\_\_\_ INDIVIDUAL \_\_\_\_

INCORPORATED UNDER THE LAWS OF THE STATE OF \_\_\_\_\_

ADDRESS OF LOCAL OFFICE      STREET \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

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



NAMES AND ADDRESSES OF PARTNERS:

_____	_____
_____	_____
_____	_____
_____	_____

5. **Signature:**

SIGNATURE: \_\_\_\_\_

TYPE NAME AND  
COMPANY POSITION: \_\_\_\_\_

COMPANY: \_\_\_\_\_

*Address:* \_\_\_\_\_  
\_\_\_\_\_

*Telephone:* \_\_\_\_\_

*Fax:* \_\_\_\_\_

*E-mail:* \_\_\_\_\_

**CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_  
(Officer other than officer executing proposal documents)

certify that I am the \_\_\_\_\_ of the \_\_\_\_\_  
(Title) (Name of Contractor)

\_\_\_\_\_ a corporation, duly organized and in good standing under the  
\_\_\_\_\_  
(Law under which organized, e.g., the New York Business Corporation Law)

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

who signed said agreement on behalf of the Contractor was, at the time of execution,  
\_\_\_\_\_ of the Contractor; that said agreement was duly signed for  
(Title of such person)

and in behalf of said Contractor by authority of its Board of Directors, thereunto duly authorized, and that  
such authority is in full force and effect at the date hereof.

\_\_\_\_\_  
Signature Corporate Seal

STATE OF NEW YORK ) SS.:  
COUNTY OF ESSEX )

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

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

## CERTIFICATION OF EXPERIENCE

I, \_\_\_\_\_ HEREBY CERTIFY THAT (COMPANY \_\_\_\_\_  
\_\_\_\_\_ HAS PERFORMED THE FOLLOWING WORK WITHIN  
THE LAST FIVE YEARS:

NAMES OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

-----  
NAMES OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

-----  
NAMES OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

-----  
NAMES OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

-----  
NAMES OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

-----  
NAMES OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

NOTE: THIS FORM MUST BE EXECUTED BY YOUR  
SURETY AND SUBMITTED WITH YOUR BID.

ESSEX COUNTY  
BID SECURITY FORM #1

**CONSENT OF SURETY**

Issued to: \_\_\_\_\_  
(Name of Bidder)

CONTRACT NUMBER \_\_\_\_\_

In consideration of the premises and of one dollar to it in hand paid by the County of Essex the receipt whereof is hereby acknowledged, the undersigned contents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the corporation, person or persons making the same, it will become bound as surety and guarantor for its faithful performance, and will execute it as party of the third part thereto when required to do so by the said County of Essex and if the said corporation, person or persons shall omit or refuse to execute such contract if so awarded, it will pay, on demand, to the said County of Essex , any difference between the sum bid by the corporation, person or persons and the sum which the said County may be obliged to pay the corporation, person or person to whom the contract may be afterwards awarded, the amount in each case to be determined by the bids for said contract.

In witness whereof, said Surety has set its seal and caused these presents to be signed by its duly authorized officers, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

(SEAL)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

NOTE: Attach necessary Power of Attorney, Notarial Acknowledgement of Signature and Surety's Financial Statement.

**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 this 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.)

## BID SECURITY

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

# **BID FORM**

**Project: Sprinkler System Project**  
**Project Site: Essex County Horace Nye Home**  
**81 Park Street**  
**Elizabethtown, NY 12932**

This Bid Form shall be submitted **in duplicate** to:  
Office of the Essex County Purchasing Agent  
7551 Court Street  
Elizabethtown, NY 12932

- A. The Undersigned, as Bidder, having examined the Project Site and the Contract Documents, hereby proposes to provide and furnish all of the labor, materials, necessary tools, dependable equipment, insurance, utility, transportation and the completion of said construction in accordance with the plans, specifications and addenda issued thereto for the prices shown on the following pages.
- B. The Undersigned has examined the Project Site, the Drawings, Specifications and other Contract Documents and is familiar with the local conditions of the place where the work is to be performed.
- C. The Bidder acknowledges that he has not received nor relied upon any representations or warranties of any nature whatsoever from the Owner, its officers, employees or agents and that this proposal is based solely on his own independent business.
- D. The Undersigned, as Bidder, declares that this Bid is in all respects fair and prepared without collusion.
- E. Should this Bid be accepted by the Owner, the Undersigned, as Bidder, hereby agrees to execute an Agreement with the Owner in conformity with AIA Document A 101 Standard Form of Agreement Between Owner and Contractor, described in the Contract Documents and to deliver any and all bonds and insurances as required for the faithful performance of said Contract.
- F. In submitting this Bid, it is understood that the right is reserved by the Owner to reject any or all Bids. It is agreed that this Bid may not be withdrawn for a period of 45 days from the opening thereof.
- G. It is understood that no conditions or qualifying statements have been added to this Bid; otherwise, this Bid will be declared irregular as being not responsive to the Invitation to Bid.

1. **Base Bid:**

- A. **Total Base Bid:** Total Base Bid shall include all labor, material, equipment, incidentals and applicable sales and use taxes, bonds, insurances, overhead and profit etc. for complete installation of a sprinkler system in Building 1 including all trades.

\$ \_\_\_\_\_  
(figures)

\_\_\_\_\_  
(words)

2. **Alternate SP1:**

- B. **Total Alternate SP1:** Total Alternate Bid shall include all labor, material, equipment, incidentals and applicable sales and use taxes, bonds, insurances, overhead and profit, etc. for complete installation of a sprinkler system in Building 2 including all trades.

\$ \_\_\_\_\_  
(figures)

\_\_\_\_\_  
(words)

3.

**Addenda:**

- A. The Undersigned hereby acknowledges receipt of the following Addenda:

ADDENDUM NO.

DATED

_____	_____
_____	_____
_____	_____



**4. Legal Status:**

- A. To facilitate the drawing and execution of a contract, Bidder shall supply the following information concerning legal status:

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

ADDRESS OF PRINCIPAL OFFICE      STREET \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

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

Check one:    CORPORATION \_\_\_\_ PARTNERSHIP \_\_\_\_ INDIVIDUAL \_\_\_\_

INCORPORATED UNDER THE LAWS OF THE STATE OF \_\_\_\_\_

ADDRESS OF LOCAL OFFICE      STREET \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

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

NAMES AND ADDRESSES OF PARTNERS:

_____	_____
_____	_____
_____	_____
_____	_____

5. **Signature:**

SIGNATURE: \_\_\_\_\_

TYPE NAME AND  
COMPANY POSITION: \_\_\_\_\_

COMPANY: \_\_\_\_\_

*Address:* \_\_\_\_\_  
\_\_\_\_\_

*Telephone:* \_\_\_\_\_

*Fax:* \_\_\_\_\_

*E-mail:* \_\_\_\_\_

# BID FORM: LIST OF SUBCONTRACTORS

**Project: Sprinkler System Project**  
**Project Site: Essex County Horace Nye Home**  
**81 Park Street**  
**Elizabethtown, NY 12932**

1. This Bid Form for Subcontractors shall be submitted **in duplicate** to:  
Office of Essex County Purchasing Agent  
7551 Court Street  
Elizabethtown, NY 12932
2. All Bidders shall submit this Bid Form: Include List of Subcontractors in a separate sealed envelope bearing the title "Subcontractor List" and the name of the Bidder on the front of the envelope. This form is required by 2008 Wicks Reform Legislation.
3. In accordance with the requirements of the 2008 Wicks Law Reform Legislations, Bidders shall identify the subcontractors each Bidder shall utilize on the Project and the amount to be paid to each:

## **A. Plumbing Work:**

Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Amount \_\_\_\_\_ (dollars)  
\_\_\_\_\_ (figures)

## **B. Electrical Work:**

Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Amount: \_\_\_\_\_ (dollars)  
\_\_\_\_\_ (figures)

## **C. General Construction Work:**

Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Amount: \_\_\_\_\_ (dollars)  
\_\_\_\_\_ (figures)

## **4. Signature:**

COMPANY NAME: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
TYPE NAME: \_\_\_\_\_  
COMPANY POSITION: \_\_\_\_\_  
Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**BID FORM SP-1**

**NON-COLLUSIVE BIDDING CERTIFICATION**

1. By submission of this bid, the undersigned bidder and each person signing on behalf of such 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 the undersigned's knowledge and belief:

(a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(b) 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

(c) 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.

2. The undersigned acknowledges and agrees that a bid shall not be considered for award nor shall any award be made where any of the above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where one or more of the above has/have not been complied with, the bid shall not be considered for award nor shall any award be made unless 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.

3. The undersigned also acknowledges and agrees that the fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph 1 above.

4. The undersigned further acknowledges and agrees that any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a bidder which is a corporation or a limited liability company for work or 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 paragraph 1 of this certificate, 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 or limited liability company.

Name of Bidder: \_\_\_\_\_  
(print full legal name)

Date Signed: \_\_\_\_\_ Signature: \_\_\_\_\_

Name of Person Signing Certificate: \_\_\_\_\_  
(print full legal name of signer)

Bidder is (check one): ☐ an individual, ☐ a limited liability partnership, ☐ a limited liability company,  
☐ other entity (specify): \_\_\_\_\_

CONTRACTOR'S ACKNOWLEDGEMENT

(If Corporation)

STATE OF NEW YORK) SS:  
COUNTY OF ESSEX)

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

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

CONTRACTOR'S ACKNOWLEDGEMENT

(If Individual)

STATE OF NEW YORK) SS:  
COUNTY OF ESSEX)

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came  
\_\_\_\_\_ to me known, and known to me to be  
the same person described in and who executed the within instrument and he duly acknowledged to  
me that he executed the same for the purpose herein mentioned and, if operating under and trade  
name, that the certificate required by the New York State Penal Law, Sections 440 and 440-b has been  
filed with the County Clerk of Essex County.

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

CONTRACTOR'S ACKNOWLEDGEMENT

(If Co-Partnership)

STATE OF NEW YORK) SS:  
COUNTY OF ESSEX)

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came  
\_\_\_\_\_ to me known, and known to me to be a member of the  
firm of and the person described in, and who executed the within instrument in behalf of said firm for  
the purposes herein mentioned and that the certificate required by the New York State Penal Law,  
Sections 440 and 440-b has been filed with the County Clerk of Essex County.

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

# WARRANTY

## GENERAL ONE-YEAR WARRANTY

ESSEX COUNTY HORACE NYE HOME  
81 PARK STREET  
ELIZABETHTOWN, NY 12932

STATE OF NEW YORK

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

SPRINKLER CONTRACT

\*

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Title)

Representing \_\_\_\_\_  
(Company Name)

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

being duly sworn, says:

- That he knows the terms, conditions and requirements of the Owner/Contractor Agreement and the Contract Documents.
- That under the terms of that Agreement and the Documents, he guarantees that all work has been accomplished in accordance with that Agreement and the Documents, and that such work is free of defective workmanship and materials.
- That under the terms of the Agreement and Documents, he guarantees to repair at his own cost all work covered by the Contract Documents that may be determined defective by the Engineer or Owner within a period of one (1) year from the date of SUBSTANTIAL COMPLETION as established by the Engineer's certificate of same. The warranty period shall be from \_\_\_\_\_ to \_\_\_\_\_.  
(Date and Time) (Date and Time)
- That during this period he shall:
  - 1) Upon notification by the OWNER, immediately respond to a request to perform warranty work and to perform said work at a time convenient to the OWNER.
  - 2) Pay for all labor and material and other costs to perform warranty work.
  - 3) Pay the cost to other work damaged by the defects of the CONTRACTOR'S work.
  - 4) Pay for the cost of replacing other work that may get damaged/disturbed with his repairs.

\* By \_\_\_\_\_  
(Signature) (Date)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

\* A principal officer, if a corporation; a partner if a partnership; the proprietor if a sole ownership.

# SPRINKLER PROJECT

## ESSEX COUNTY HORACE NYE HOME

APRIL 14, 2011

ENGINEER:

SCHODER RIVERS ASSOCIATES  
CONSULTING ENGINEERS  
453 DIXON ROAD BLDG 3  
QUEENSBURY, N.Y. 12804  
(518) 761-0417

PHILLIPS ASSOCIATES  
CONSULTING ENGINEERS

376 BROADWAY  
SARATOGA SPRINGS, N.Y. 12866  
(518) 584-3730

### DRAWING LIST

- A1/E-1

ARCHITECTURAL/ELECTRICAL - FIRST FLOOR PLAN
- A2/E-2

ARCHITECTURAL/ELECTRICAL - FIRST FLOOR PLAN
- SP-1

SPRINKLER: SITE PLAN AND LEGEND
- SP-2

SPRINKLER: BASEMENT FLOOR PLAN
- SP-3

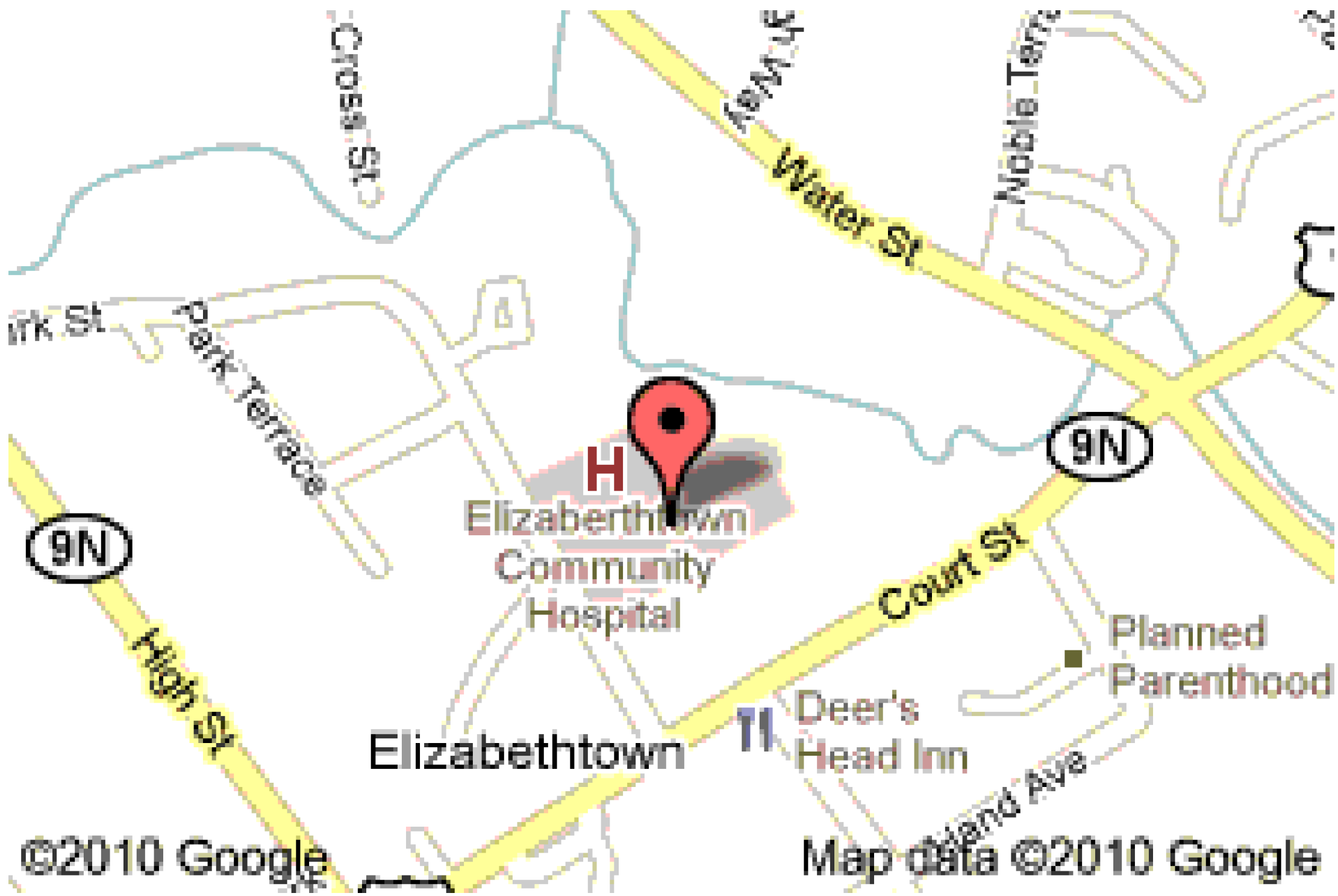
SPRINKLER: FIRST FLOOR PLAN
- SP-4

SPRINKLER: FIRST FLOOR PLAN
- SP-5

SPRINKLER: BASEMENT FLOOR PLAN - REMOVALS
- SP-6

SPRINKLER: FIRST FLOOR PLAN - REMOVALS

### LOCATION MAP



REVISIONS

NO	ITEM	DATE

STAMP

PHILLIPS ASSOCIATES  
CONSULTING ENGINEERS - ELECTRICAL/MECHANICAL  
376 BROADWAY - SARATOGA SPRINGS, NY 12866  
PHONE (518) 584-3730 - FAX (518) 584-3738

ESSEX COUNTY  
HORACE NYE HOME  
ELIZABETHTOWN, NEW YORK 12932

SPRINKLER SYSTEM PROJECT

SHEET TITLE:

DATE: 02/7/12  
SCALE: AS NOTED

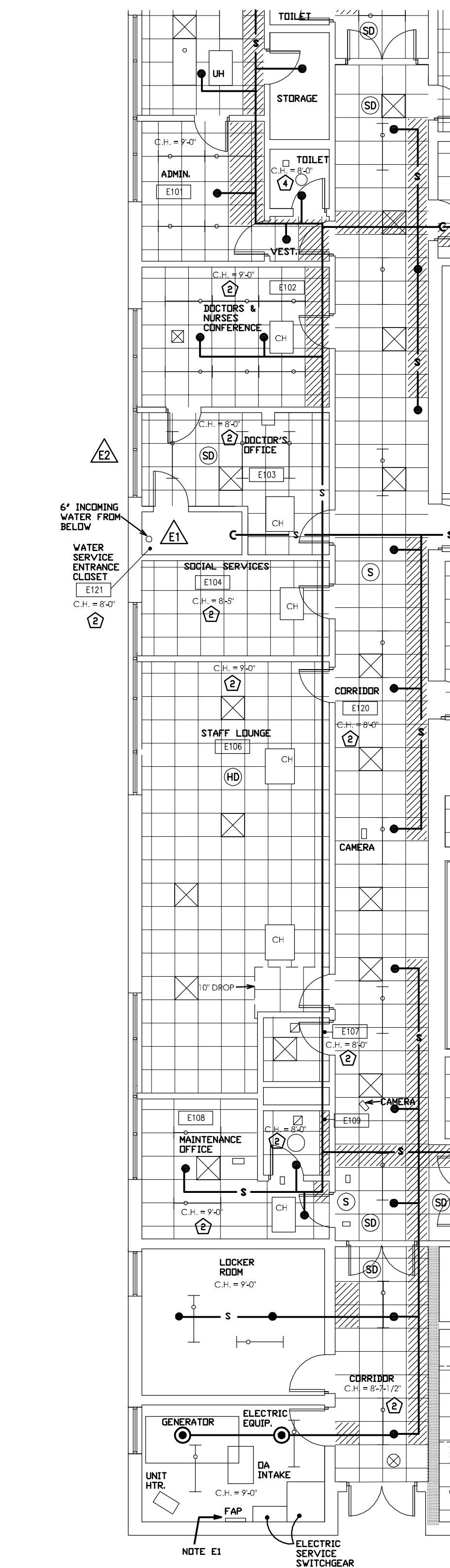
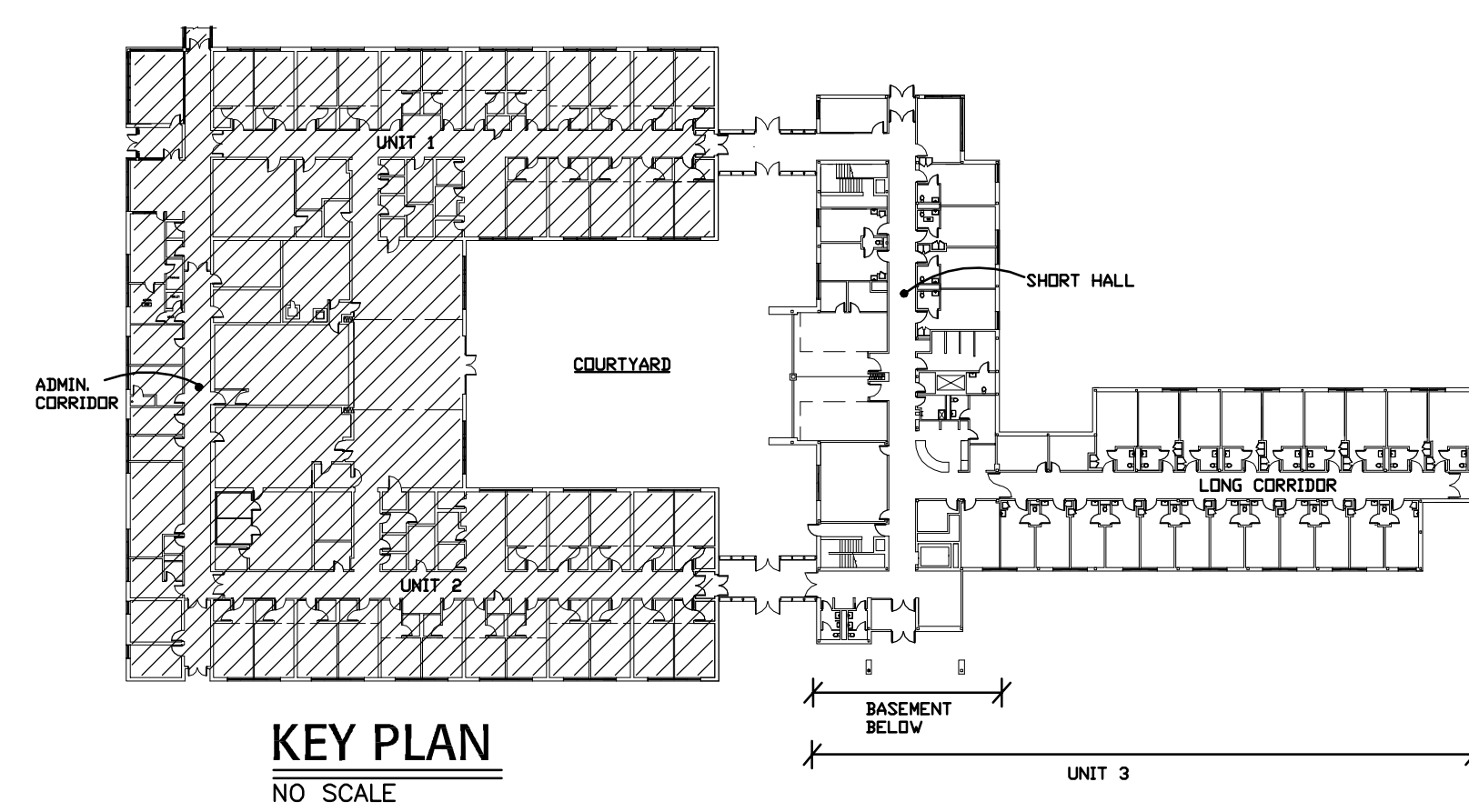
CHECKED BY:  
DRAWN BY:

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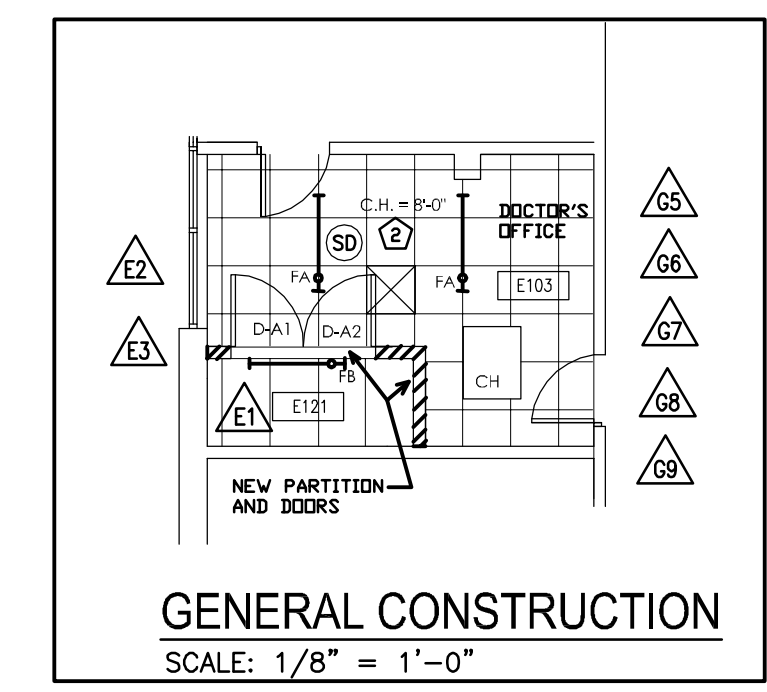




ARCHITECTURAL: FIRST FLOOR PLAN  
SCALE: 1/8" = 1'-0"



ELECTRICAL: FIRST FLOOR PLAN  
SCALE: 1/8" = 1'-0"



ELECTRICAL NOTES:

- REMOVE EXISTING WIRING FROM FIRE ALARM PANEL TO EXISTING TAMPER SWITCHES AND FLOW SWITCH. PROVIDE NEW PLENUM RATED CABLE TO FIRE ALARM PANEL'S EXISTING ZONE CONNECTIONS PREVIOUSLY USED FOR TAMPER SWITCHES AND FLOW SWITCHES IN CLOSET E121. WORK RELATED TO E121 IS THE BASE BID.
- THIS NOTE ALSO APPLIES TO THE NEW SPRINKLER SERVICE IN BUILDING 2 SHOWN ON DRAWING SP-2. WORK IN BUILDING 2 IS ALTERNATE BID SP1.
- REMOVE EXISTING LIGHTING IN ROOMS E103 AND E121. PROVIDE NEW LIGHTING FOR EACH ROOM. SWITCHES ON THIS PROJECT SHALL BE HUBBELL 1201 WITH NYLON WALL PLATES. WIRE TO EXISTING LIGHTING CIRCUIT IN THIS AREA.
- REMOVE EXISTING SMOKE DETECTOR AND REINSTALL AS REQUIRED.
- "BAG" OR OTHER WISE PROTECT ALL SMOKE DETECTORS IN WORK AREAS TO PREVENT FALSE ALARMS. REMOVE BAGS IMMEDIATELY ONCE WORK IS COMPLETED. REPLACE SMOKE DETECTORS THAT GO INTO FALSE ALARM AS A RESULT OF NOT BEING PROPERLY PROTECTED DURING CONSTRUCTION.
- PROVIDE WALL MOUNTED LIGHT FIXTURE TYPE FB OVER DOOR INSIDE MECHANICAL ROOM. REMOVE EXISTING LIGHTING. PROVIDE NEW SWITCH INSIDE DOOR. SWITCHES ON THIS PROJECT SHALL BE HUBBELL 1201 WITH NYLON WALL PLATES. WIRE TO EXISTING LIGHTING CIRCUIT IN THIS AREA.

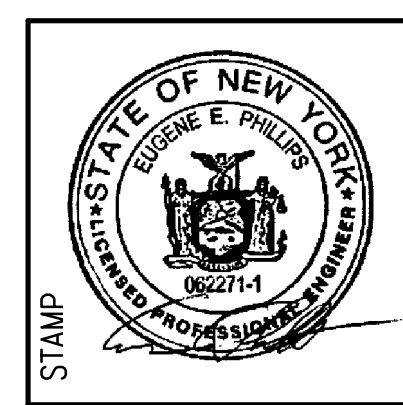
GENERAL CONSTRUCTION NOTES:

- CROSS HATCHED AREAS INDICATE REMOVAL OF CEILING TILES AND GRID TO ALLOW INSTALLATION OF SPRINKLER MAINS AND OTHER SPRINKLER PIPING. THESE CEILING TILES AND GRID SHALL BE REPLACED WITH NEW WALLS. THERE ARE OBVIOUSLY OTHER CEILING TILES AND LIKELY GRID THAT WILL HAVE TO BE REMOVED. THIS CONTRACTOR IS RESPONSIBLE FOR REMOVING AND REPLACING THIS CEILING TILE ALSO AS DIRECTED BY THE SPRINKLER CONTRACTOR.
- USE ACUSTIC CEILING TILE TYPE 1 FOR AREAS ON THIS DRAWING.
- PROVIDE NEW ACUSTIC GRID CEILING IN THIS MECHANICAL CLOSET. EXISTING DUCTWORK WILL PENETRATE CEILING. USE TILE TYPE 2 FOR THIS AREA. CEILING HEIGHT TO BE DETERMINED IN THE FIELD BY THE OWNER.
- ROOMS E103 AND E121: OWNER WILL BE ABATING ASBESTOS IN THESE ROOMS WHICH WILL RESULT IN REMOVAL OF EXISTING FLOOR TILE. THIS CONTRACTOR SHALL REMOVE EXISTING GRID CEILING, RUBBER BASE LIGHT FIXTURES AND PARTITION ENCLOSING ROOM E121 INCLUDING DOOR. DO NOT DISCONNECT SMOKE DETECTOR. BAG AND SUSPEND FROM STRUCTURE UNTIL NEW CEILING IS REINSTALLED. ALSO LEAVE CABINET HEATER IN PLACE SUPPORTING AS NECESSARY. SEE NEW WORK PARTIAL PLAN ON THIS DRAWING FOR ADDITIONAL WORK.
- CLEAN EXISTING FLOOR. REMOVE ANY EXISTING WALL BASE REMAINING. APPLY LEVELING COMPOUND TO FILL VOIDS AND LEVEL FLOOR. PREPARE WALL TO ACCEPT NEW WALL RUBBER. PROVIDE NEW VINYL TILE FLOORING. PROVIDE NEW RUBBER WALL BASE.
- PROVIDE NEW METAL STUD PARTITION TO ENCLOSE WATER AND SPRINKLER SERVICE AFTER SPRINKLER SERVICE IS ROUGHED IN. EXTEND WALL TO 6 INCHES ABOVE THE CEILING. RIGIDLY ANCHOR WALL TO THE FLOOR AND THE STRUCTURE ABOVE. APPLY 5/8 INCH GYPSUM WALL BOARD TO EACH SIDE OF THE STUDS. TAPE AND APPLY JOINT COMPOUND (THREE COATS). PREPARE WALL SURFACE FOR PAINTING. PROVIDE EXISTING INSTALLATION IN ACCORDANCE WITH BEST TRADE PRACTICES.
- PROVIDE NEW ACUSTIC GRID CEILING IN ROOMS E103 AND E121. ACCOMMODATE THE EXISTING CABINET HEATER AND DIFFUSER ETC.
- PROVIDE NEW DOORS IN NEW PARTITION. EACH DOOR LEAF SHALL BE 3FT ON X 8FT BAY FOR BIDDING PURPOSES. FINAL DIMENSIONS SHALL BE SET ONCE SPRINKLER SERVICE ROUGH IN IS COMPLETE. DOOR LEAF D-42 SHALL BE HINGED AND CAPABLE OF BEING PINNED IN PLACE BY MANUAL CONVEYED PINS TOP AND BOTTOM. DOOR SHALL HAVE STRIKE PLATE FOR D-41. D-41 SHALL BE HINGED AND PROVIDED WITH A LOCKABLE LEVER HANDLE ON THE OUTSIDE AND A LEVER HANDLE ON THE INSIDE.
- ROOMS E103 AND E121: PREPARE ALL SURFACES FOR PAINTING. PATCH, SAND ETC. AS REQUIRED. PAINT ALL SURFACES CAPABLE OR BEING PAINTED 2 COATS (3 COATS FOR NEW GYPSUM BOARD). SURFACES TO BE PAINTED SHALL INCLUDE GYPSUM BOARD (EXISTING AND NEW), DOOR FRAMES, RADIATION ENCLOSURES, CABINET HEATER ETC. PROTECT ALL ITEMS NOT BEING PAINTED FROM SPLATTER.
- CUT AND PATCH CEILING AS REQUIRED TO REMOVE EXISTING SPRINKLER PIPING/HEADS AND AS REQUIRED TO INSTALL NEW SPRINKLER PIPING AND HEADS.

CEILING CONSTRUCTION TYPE

- 1 PLASTER
- 2 SUSPENDED ACUSTIC GRID CEILING (TILE SIZES MAY DIFFER)
- 3 EXPOSED METAL BECKING
- 4 GYPSUM BOARD
- 5 CONCRETE SLAB W/ EXPOSED METAL JOIST
- 6 STEEL

REVISIONS		DATE
NO	ITEM	



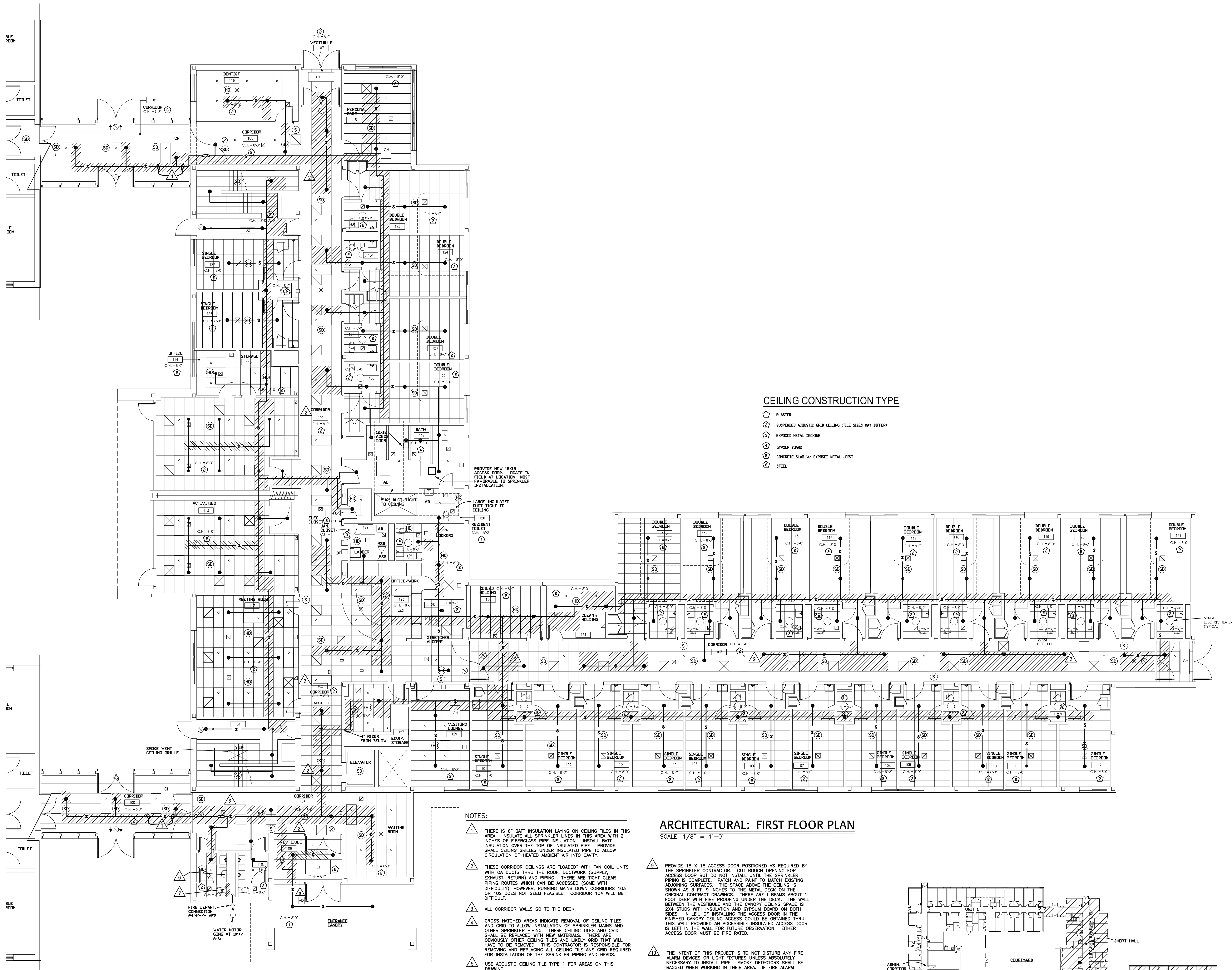
PHILLIPS ASSOCIATES  
CONSULTING ENGINEERS - ELECTRICAL/MECHANICAL  
376 BROADWAY - SARATOGA SPRINGS, NY 12866  
PHONE (518) 584-3730 - FAX (518) 584-3738

ESSEX COUNTY  
HORACE NYE HOME  
ELIZABETHTOWN, NEW YORK 12932  
SPRINKLER SYSTEM PROJECT

SHEET TITLE:  
SPRINKLER: BASE BID  
FIRST FLOOR PLAN: BUILDING 1  
DATE: 02/7/12  
CHECKED BY:  
DRAWN BY:  
SCALE: AS NOTED

SHEET:  
A-1/  
E-1





CEILING CONSTRUCTION TYPE

- 1 PLASTER
- 2 SUSPENDED ACOUSTIC GRID CEILING (TILE SIZES MAY VARY)
- 3 EXPOSED METAL BECKING
- 4 GYPSUM BOARD
- 5 CONCRETE SLAB W/ EXPOSED METAL JOIST
- 6 STEEL

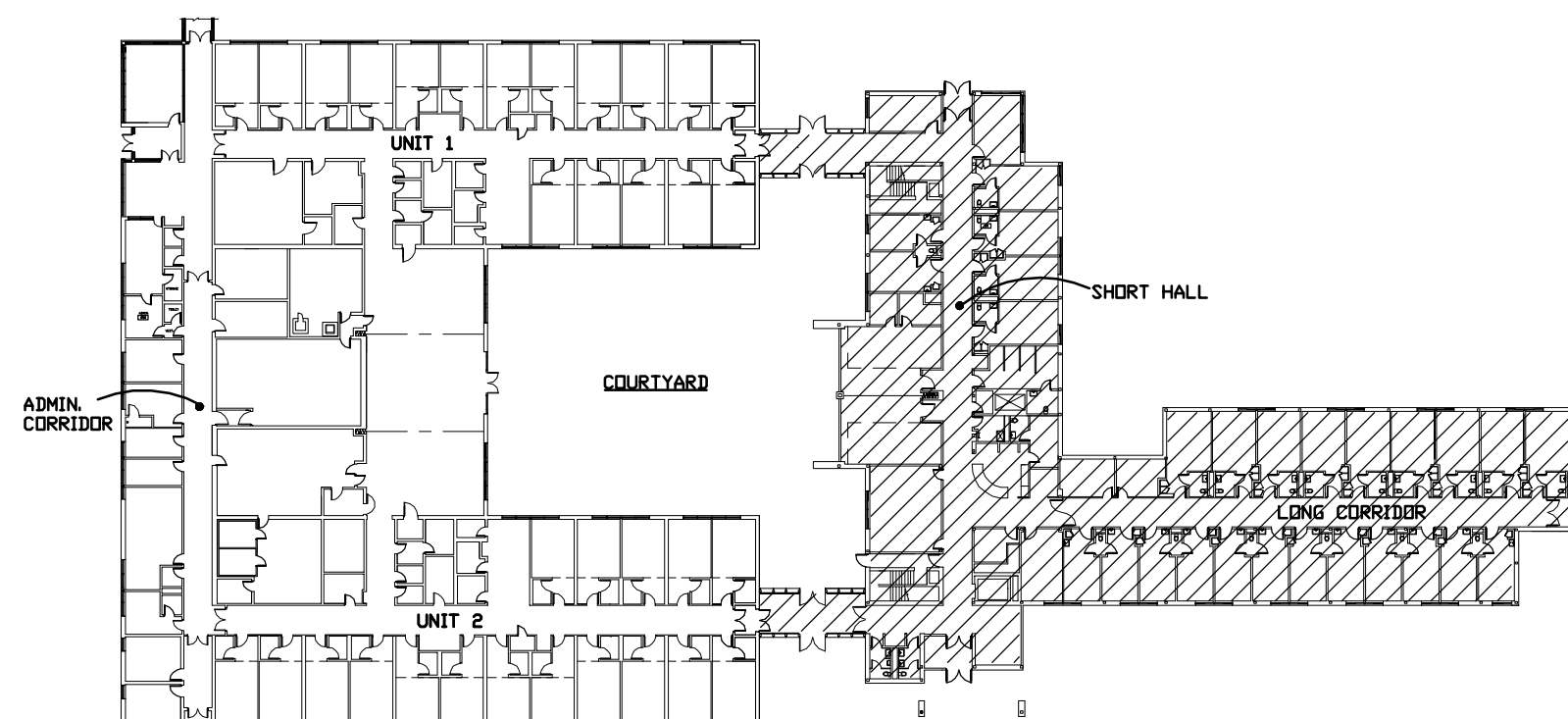
NOTES:

- 1 THERE IS 6" BATT INSULATION LAYING ON CEILING TILES IN THIS AREA. INSULATE ALL SPRINKLER LINES IN THIS AREA WITH 2 INCHES OF FIBERGLASS PIPE INSULATION. INSTALL BATT INSULATION OVER THE TOP OF INSULATED PIPE. PROVIDE SMALL CEILING GRILLES UNDER INSULATED PIPE TO ALLOW CIRCULATION OF HEATED AMBIENT AIR INTO CAVITY.
- 2 THESE CORRIDOR CEILINGS ARE "LOADED" WITH FAN COIL UNITS WITH OA DUCTS THRU THE ROOF. DUCTWORK (SUPPLY, EXHAUST, RETURN) AND PIPING. THERE ARE TIGHT CLEAR PIPING ROUTES WHICH CAN BE ACCESSED (COME WITH DIFFICULTY). HOWEVER, RUNNING MANS DOWN CORRIDORS 103 OR 102 DOES NOT SEEM FEASIBLE. CORRIDOR 104 WILL BE DIFFICULT.
- 3 ALL CORRIDOR WALLS GO TO THE DECK.
- 4 CROSS HATCHED AREAS INDICATE REMOVAL OF CEILING TILES AND GRID TO ALLOW INSTALLATION OF SPRINKLER MANS AND OTHER SPRINKLER PIPING. THESE CEILING TILES AND GRID SHALL BE REPLACED WITH NEW MATERIALS. THERE ARE OBVIOUSLY OTHER CEILING TILES AND LUCKY GRID THAT WILL HAVE TO BE REMOVED. THIS CONTRACTOR IS RESPONSIBLE FOR REMOVING AND REPLACING ALL CEILING TILE AND GRID REQUIRED FOR INSTALLATION OF THE SPRINKLER PIPING AND HEADS.
- 5 USE ACOUSTIC CEILING TILE TYPE 1 FOR AREAS ON THIS DRAWING.
- 6 REMOVE EXISTING CERAMIC TILE AND BACKING BOARD ON THIS ENTIRE WALL. REMOVE EXISTING PLUMBING FIXTURES AND PRIVACY PARTITIONS AS REQUIRED TO REMOVE TILE. PROVIDE NEW CEMENTITIOUS BACKING BOARD AND NEW TILE ON WALL. ONCE SPRINKLER WORK IS COMPLETE IN CHASE, REPLACE PLUMBING FIXTURES AND PRIVACY PARTITIONS.
- 7 REMOVE EXISTING METAL STUD WALL IN CROSS HATCHED AREA. SUFFICIENT TO ALLOW ACCESS TO CHASE FOR SPRINKLER WORK. REMOVE EXISTING PLUMBING FUTURE, REPLACE WALL INCLUDING STUDS, CEMENTITIOUS BACKING BOARD, AND TILE ONCE SPRINKLER WORK IS COMPLETE. REINSTALL EXISTING PLUMBING FIXTURES.
- 8 ALL CEILING TILES IN WHICH SPRINKLER HEADS WILL BE PLACED MUST BE REPLACED WITH NEW CEILING TILES PRIOR TO INSTALLATION OF SPRINKLER HEAD. USE ACOUSTIC CEILING TILE TYPE 1 FOR AREAS ON THIS DRAWING.

ARCHITECTURAL: FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

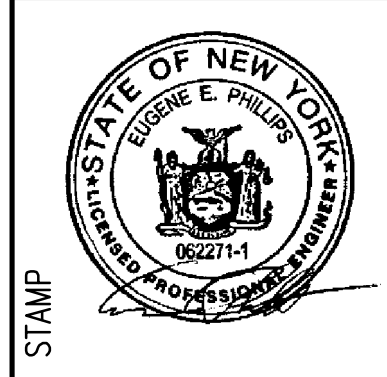
- 9 PROVIDE 18 X 18 ACCESS DOOR POSITIONED AS REQUIRED BY THE SPRINKLER CONTRACTOR. CUT ROUGH OPENING FOR ACCESS DOOR BUT DO NOT INSTALL UNTIL THE SPRINKLER PIPING IS COMPLETE. PATCH AND PAINT TO MATCH EXISTING ADJOINING SURFACES. THE SPACE ABOVE THE CEILING IS SHOWN AS 3 FT. 9 INCHES TO THE METAL DECK ON THE ORIGINAL CONTRACT DRAWINGS. THERE ARE 1 BEAMS ABOUT 1 FOOT DEEP WITH FIRE PROOFING UNDER THE DECK. THE WALL BETWEEN THE VESTIBULE AND THE CANOPY CEILING SPACE IS 2X4 STUDS WITH INSULATION AND GYPSUM BOARD ON BOTH SIDES. IN LIEU OF INSTALLING THE ACCESS DOOR IN THE FINISHED CANOPY CEILING ACCESS COULD BE OBTAINED THRU THIS WALL PROVIDED AN ACCESSIBLE INSULATED ACCESS DOOR IS LEFT IN THE WALL FOR FUTURE OBSERVATION. EITHER ACCESS DOOR MUST BE FIRE RATED.
- 10 THE INTENT OF THIS PROJECT IS TO NOT DISTURB ANY FIRE ALARM DEVICES OR LIGHT FIXTURES UNLESS ABSOLUTELY NECESSARY TO INSTALL PIPE. SMOKE DETECTORS SHALL BE BAGGED WHEN WORKING IN THEIR AREA. IF FIRE ALARM DEVICES ARE REMOVED AND REINSTALLED IT MUST BE DONE BY A NYS CONTRACTOR LICENSED TO INSTALL FIRE ALARM SYSTEMS.



KEY PLAN

NO SCALE

REVISIONS	
NO	ITEM

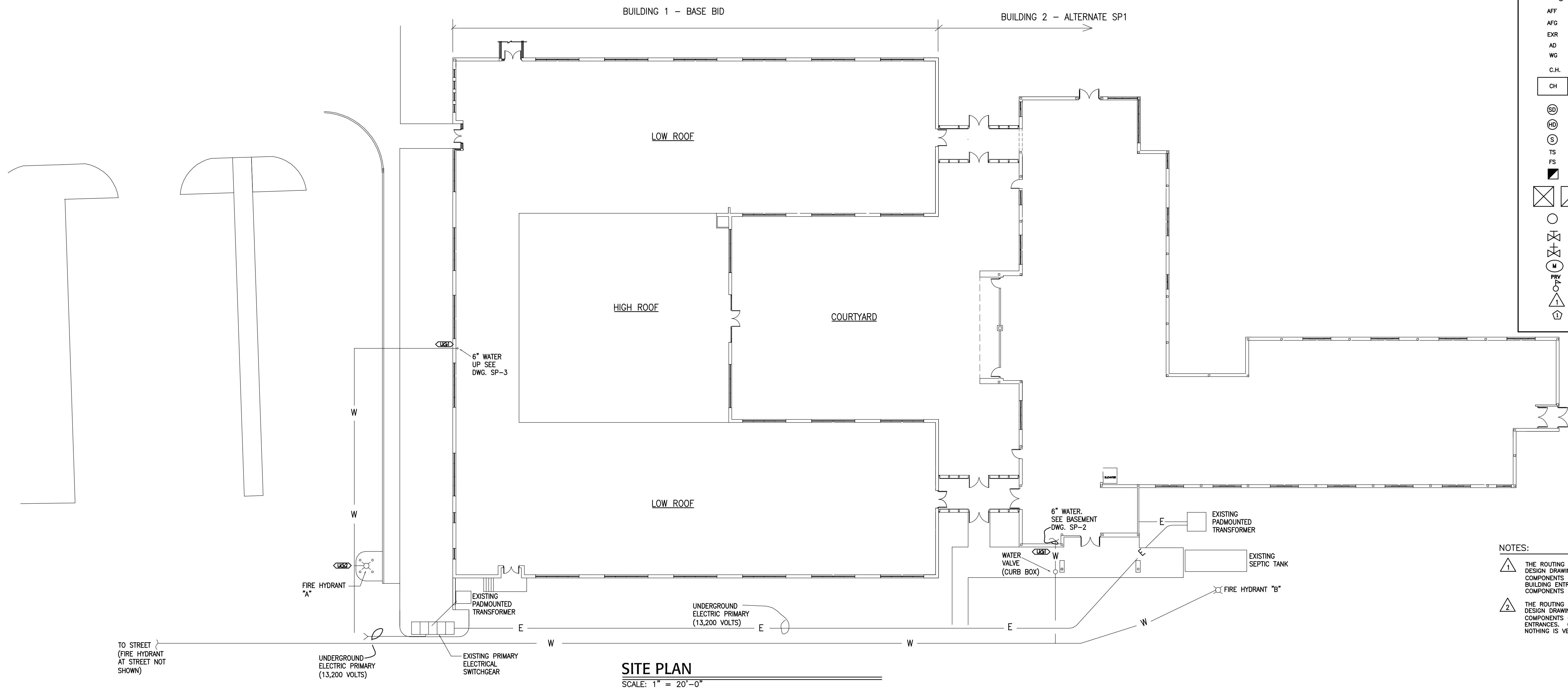


PHILLIPS ASSOCIATES  
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PHONE (518) 584-3730 - FAX (518) 584-3738

ESSEX COUNTY  
HORACE NYE HOME  
ELIZABETHTOWN, NEW YORK 12932  
SPRINKLER SYSTEM PROJECT

SHEET TITLE: ARCHITECTURAL: ALTERNATE SP1 FIRST FLOOR PLAN: BUILDING 2	DATE: 02/7/12	CHECKED BY:
	SCALE: AS NOTED	DRAWN BY:

SHEET:  
A-2/  
E-2



**SITE PLAN**  
SCALE: 1" = 20'-0"

LEGEND	
SYMBOL	DESCRIPTION
[Symbol]	FLUORESCENT - SURFACE MOUNTED 1x4
[Symbol]	FLUORESCENT - SURFACE MOUNTED 1x2
[Symbol]	FLUORESCENT - RECESSED GRID LAY-IN - 2 X 4
[Symbol]	FLUORESCENT - RECESSED LAY-IN - 2 X 2
[Symbol]	SURFACE MOUNTED LIGHT FIXTURE
[Symbol]	1X1 SURFACE MOUNTED LIGHT FIXTURE
[Symbol]	RECESSED DOWNLIGHT
[Symbol]	EXIT LIGHT - CEILING
[Symbol]	SPRINKLER HEAD - WHITE SEMI-RECESSED PENDANT, 1/2", 5.6 K, 155 DEGREE, QUICK RESPONSE, 2-PC. SEM-REC., WHITE ESCH.
[Symbol]	SPRINKLER HEAD - WHITE SEMI-RECESSED PENDANT, 1/2", 5.6 K, 155 DEGREE, RESIDENTIAL, 2-PC. SEM-REC., WHITE ESCH.
[Symbol]	SPRINKLER HEAD - WHITE SIDEWALL, 1/2", 5.6 K, 155 DEGREE, QUICK RESPONSE, 2-PC. SEM-REC., WHITE ESCH.
[Symbol]	SPRINKLER HEAD - EXT. COVERAGE WHITE SIDEWALL, 3/4", 8.0 K, 155 DEGREE, QUICK RESPONSE, 2-PC. SEM-REC., WHITE ESCH.
[Symbol]	SPRINKLER HEAD - EXT. COVERAGE DRY CHROME SIDEWALL, 3/4", 11.2 K, 155 DEGREE, QUICK RESPONSE, 2-PC. SEM-REC., CHROME ESCH.
[Symbol]	SPRINKLER HEAD - BRASS UPRIGHT, 1/2", 5.6 K, 155 AND 200 DEGREE, QUICK RESPONSE
[Symbol]	SPRINKLER CALCULATION NODE POINT - KEYED TO SPRINKLER CALCULATIONS
[Symbol]	WATER PRESSURE GAUGE
[Symbol]	SPRINKLER PIPING
[Symbol]	PRIMARY (13,200 VOLTS) ELECTRIC LINE
[Symbol]	WATER PIPING
[Symbol]	PIPING UP
[Symbol]	PIPING DOWN
[Symbol]	ABOVE FINISHED FLOOR
[Symbol]	ABOVE FINISHED GRADE
[Symbol]	EXISTING TO REMAIN
[Symbol]	ACCESS DOOR
[Symbol]	WIREGUARD
[Symbol]	CEILING HEIGHT
[Symbol]	CABINET HEATER
[Symbol]	SMOKE DETECTOR
[Symbol]	HEAT DETECTOR
[Symbol]	SPEAKER
[Symbol]	VALVE TAMPER SWITCH
[Symbol]	FLOW SWITCH
[Symbol]	EXHAUST FAN GRILLE
[Symbol]	HVAC DIFFUSER/GRILLE
[Symbol]	INPATIENT TOILET ROOMS AND SHOWER ROOMS - THESE ARE SURFACE MOUNTED ELECTRIC HEATERS
[Symbol]	GATE VALVE
[Symbol]	GATE VALVE - OS&Y HANDLE
[Symbol]	WATER METER
[Symbol]	PRESSURE REDUCING VALVE
[Symbol]	DRAWING NOTE
[Symbol]	INDICATION OF CEILING CONSTRUCTION TYPE - SEE SCHEDULE ON EACH DRAWING

**NOTES:**

1 THE ROUTING OF EXISTING WATER LINES IS BASED ON OLD DESIGN DRAWINGS AND LOCATIONS OF VISIBLE ABOVE GROUND COMPONENTS (SUCH AS CURB BOXES AND FIRE HYDRANTS) AND BUILDING ENTRANCES. OTHER THAN VISIBLE ABOVE GRADE COMPONENTS NOTHING IS VERIFIED. FIELD VERIFY IF REQUIRED.

2 THE ROUTING OF EXISTING ELECTRIC LINES IS BASED ON OLD DESIGN DRAWINGS AND LOCATIONS OF VISIBLE ABOVE GROUND COMPONENTS (SUCH AS TRANSFORMERS) AND BUILDING ENTRANCES. OTHER THAN VISIBLE ABOVE GRADE COMPONENTS NOTHING IS VERIFIED. FIELD VERIFY IF REQUIRED.

WATER SUPPLY FLOW TEST								
PERFORMED BY DAVIS ULMER FIRE SPRINKLER - 3/31/10								
STATIC HYDRANT #	FLOW HYDRANT #	STATIC PSI	RESIDUAL PSI	OUTLET SIZE (")	PILOT #1 PSI	PILOT #2 PSI	TOTAL FLOW GPM	OUTLET COEFFICIENT
A	B	90	80	2.5	56		1250	.9

NOTE: THE SUCCESSFUL BIDDER MUST PROVIDE HIS OWN FLOW TEST AND BASE SPRINKLER SHOP DRAWINGS ON HIS FLOW TEST.

REVISIONS	
NO	ITEM



**PHILLIPS ASSOCIATES**  
CONSULTING ENGINEERS - ELECTRICAL/MECHANICAL  
376 BROADWAY - SARATOGA SPRINGS, NY 12866  
PHONE (518) 584-3730 - FAX (518) 584-3738

**ESSEX COUNTY**  
**HORACE NYE HOME**  
ELIZABETHTOWN, NEW YORK 12932

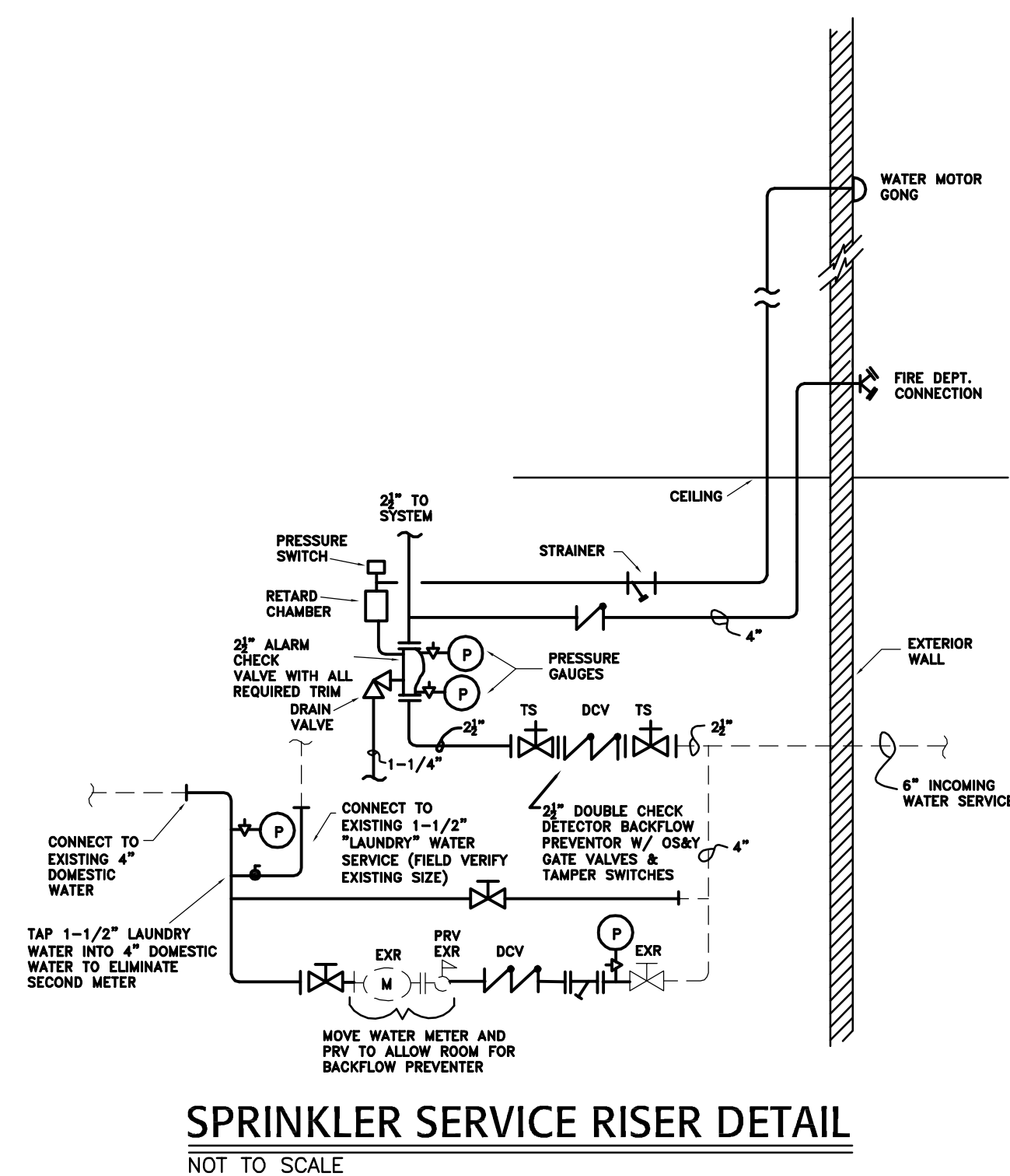
**SPRINKLER SYSTEM PROJECT**

**SHEET TITLE:**  
**SPRINKLER:**  
**SITE PLAN & LEGEND**

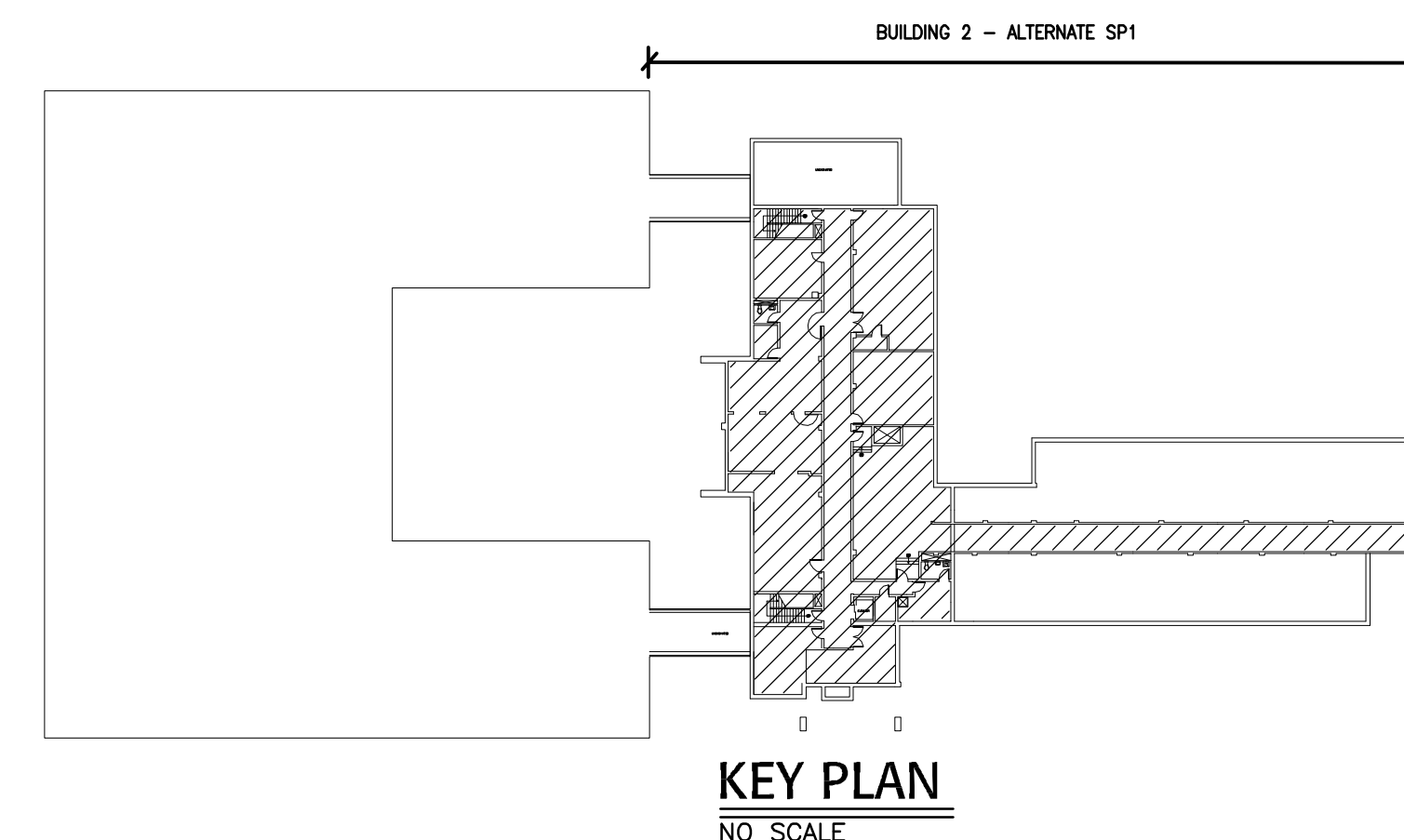
**DATE:** 02/07/12  
**SCALE:** AS NOTED

**CHECKED BY:**  
**DRAWN BY:**

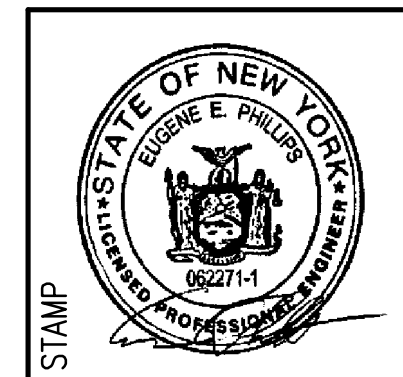
**SHEET:**  
**SP-1**



### SPRINKLER SERVICE RISER DETAIL



**KEY PLAN**  
NO. SCALE

[illegible]

**PHILLIPS ASSOCIATES**  
CONSULTING ENGINEERS - ELECTRICAL/MECHANICAL  
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ESSEX COUNTY  
HORACE NYE HOME  
ELIZABETHTOWN, NEW YORK 12932  
SPRINKLER SYSTEM PROJECT

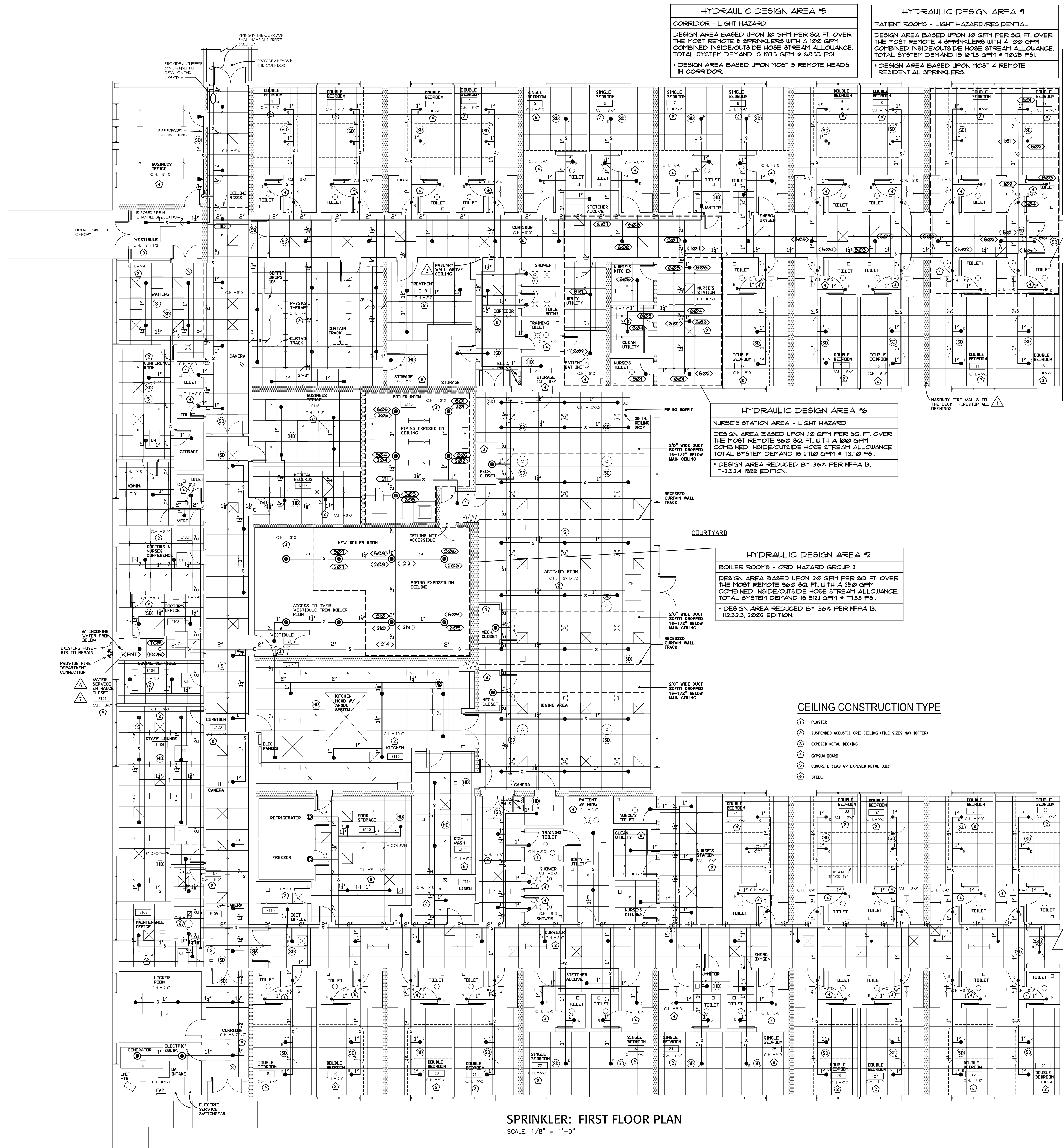
SHEET TITLE: **SPRINKLER: ALTERNATE SP1  
BASEMENT FLOOR PLAN BUILDING 2**

DATE: 02-7-12	CHECKED BY:
SCALE: AS NOTED	DRAWN BY:

SHEET:

SP-2





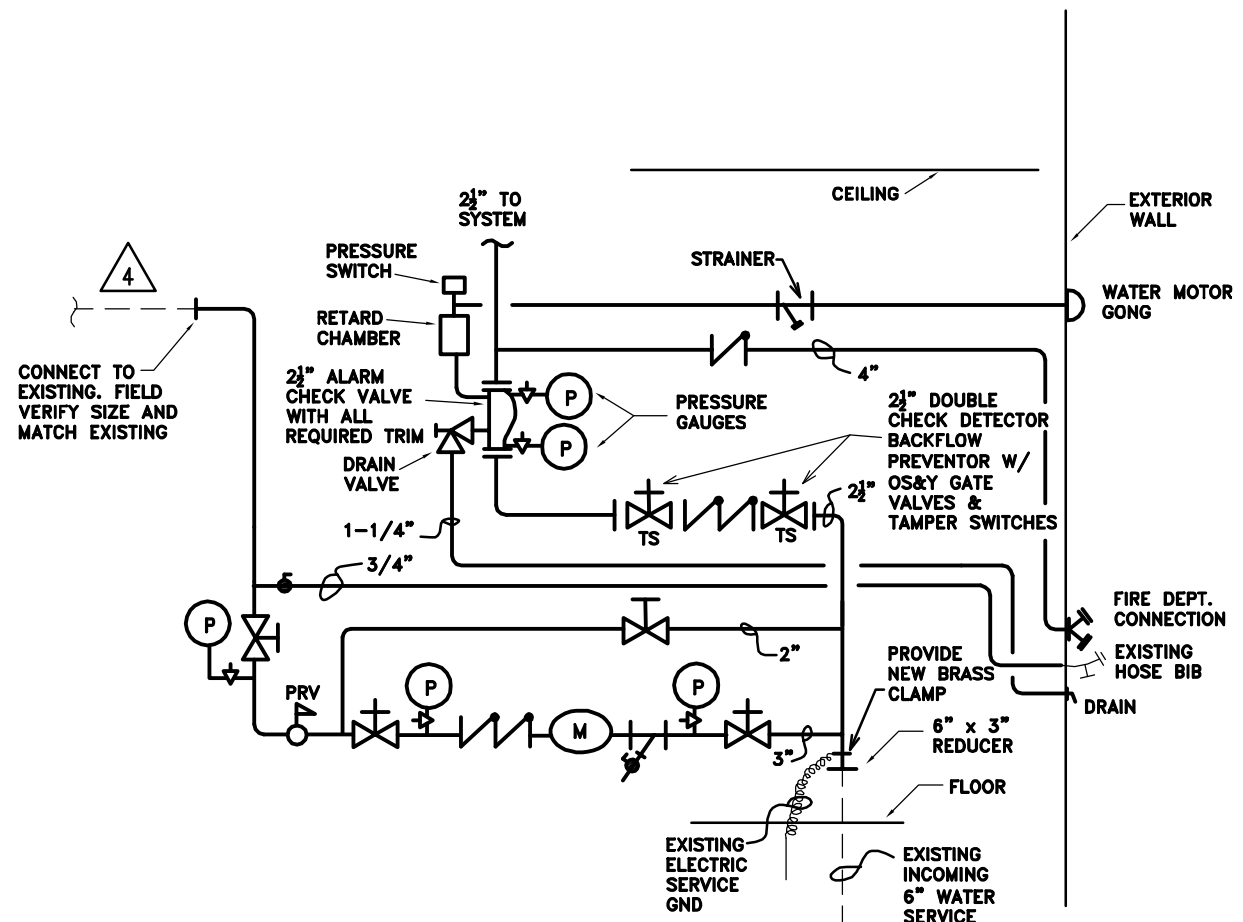
**HYDRAULIC DESIGN AREA #5**  
CORRIDOR - LIGHT HAZARD  
DESIGN AREA BASED UPON 10 GPM PER SQ. FT. OVER THE MOST REMOTE 5 SPRINKLERS WITH A 100 GPM COMBINED INSIDE/OUTSIDE HOSE STREAM ALLOWANCE. TOTAL SYSTEM DEMAND IS 1913 GPM @ 68.55 PSI.  
• DESIGN AREA BASED UPON MOST 5 REMOTE HEADS IN CORRIDOR

**HYDRAULIC DESIGN AREA #1**  
PATIENT ROOMS - LIGHT HAZARD/RESIDENTIAL  
DESIGN AREA BASED UPON 10 GPM PER SQ. FT. OVER THE MOST REMOTE 4 SPRINKLERS WITH A 100 GPM COMBINED INSIDE/OUTSIDE HOSE STREAM ALLOWANCE. TOTAL SYSTEM DEMAND IS 1613 GPM @ 10.25 PSI.  
• DESIGN AREA BASED UPON MOST 4 REMOTE RESIDENTIAL SPRINKLERS

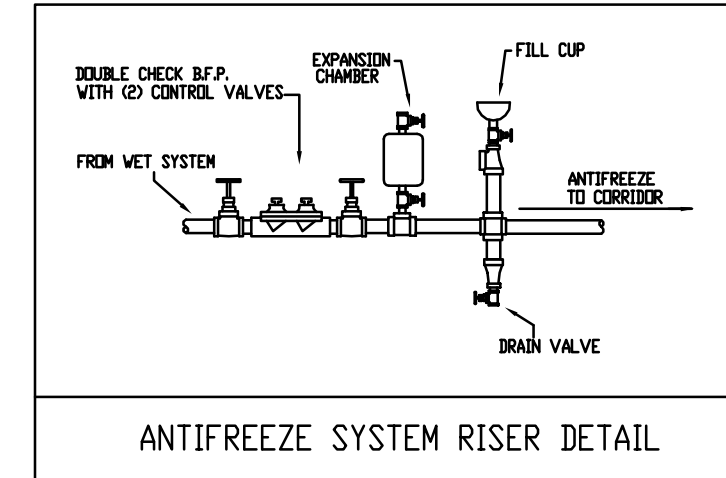
**HYDRAULIC DESIGN AREA #6**  
NURSE'S STATION AREA - LIGHT HAZARD  
DESIGN AREA BASED UPON 10 GPM PER SQ. FT. OVER THE MOST REMOTE 360 SQ. FT. WITH A 100 GPM COMBINED INSIDE/OUTSIDE HOSE STREAM ALLOWANCE. TOTAL SYSTEM DEMAND IS 2110 GPM @ 13.10 PSI.  
• DESIGN AREA REDUCED BY 36% PER NFPA 13, 1-7.3.2.4 1999 EDITION

**HYDRAULIC DESIGN AREA #2**  
BOILER ROOMS - ORD. HAZARD GROUP 2  
DESIGN AREA BASED UPON 20 GPM PER SQ. FT. OVER THE MOST REMOTE 960 SQ. FT. WITH A 250 GPM COMBINED INSIDE/OUTSIDE HOSE STREAM ALLOWANCE. TOTAL SYSTEM DEMAND IS 5121 GPM @ 11.33 PSI.  
• DESIGN AREA REDUCED BY 36% PER NFPA 13, 11.2.3.2, 2002 EDITION

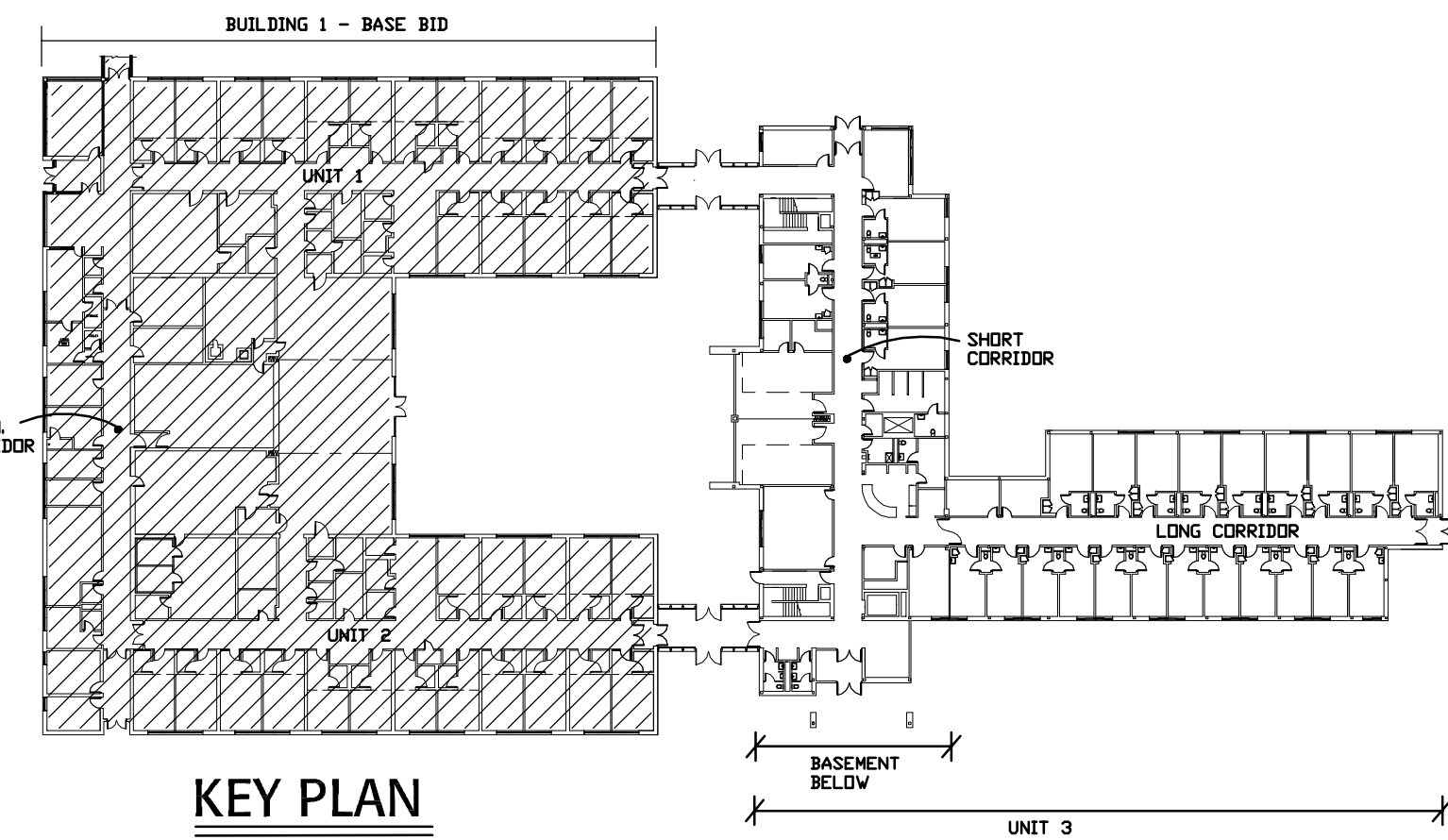
- CEILING CONSTRUCTION TYPE**
- 1 PLASTER
  - 2 SUSPENDED ACOUSTIC GRID CEILING (TILE SIZES MAY VARY)
  - 3 EXPOSED METAL BECKING
  - 4 GYPSUM BOARD
  - 5 CONCRETE SLAB W/ EXPOSED METAL JOIST
  - 6 STEEL



**DOMESTIC WATER/SPRINKLER WATER SERVICE RISER**  
NOT TO SCALE



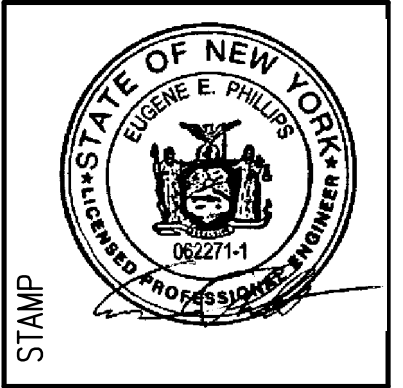
- NOTES:**
- 1 ALL CORRIDOR WALLS ARE MASONRY AND GO TO THE DECK ALTHOUGH NOT SHOWN SHADDED.
  - 2 ALL PIPING IS CONCEALED ABOVE CEILING UNLESS SPECIFICALLY NOTED OTHERWISE.
  - 3 THERE IS A MASONRY WALL TO THE DECK ENTIRELY ABOVE THE CEILING. FIRESTOP ALL OPENINGS.
  - 4 CONTINUITY TO WATER PIPE GROUND MUST BE MAINTAINED. PROVIDE A #3/0 JUMPER FROM THE INCOMING 6-INCH MAIN TO REMAIN TO THE EXISTING PIPING OUT TO THE BUILDING TO REMAIN.
  - 5 FIRESTOP ALL WALL PENETRATIONS.
  - 6 WATER SERVICE MAY BE DISCONNECTED FROM 9PM TO 1AM (4 HOURS TOTAL). CONTRACTOR MUST REMOVE EXISTING WATER SERVICE AND PROVIDE TEMPORARY CONNECTION FOR WATER DURING THAT TIME PERIOD.
  - 7 DOCTORS OFFICE E103 AND WATER SERVICE ROOM E121 WILL BE ABANDONED BY THE OWNER LEAVING BOTH ROOMS EMPTY FOR USE AND RECONSTRUCTION BY THIS CONTRACTOR. THE SPRINKLER ROOM WALL AND CEILING IN BOTH ROOMS WILL BE REMOVED BY THIS CONTRACTOR AND RECONSTRUCTED AS REQUIRED. THE OWNERS ABANDONMENT CONTRACTOR WILL BE REMOVING FLOORING TO BE REPLACED BY THIS CONTRACTOR.
  - 8 PROVIDE IN THE BID 5 EXTRA SPRINKLER HEADS WITH 10 FEET OF PIPE TO BE INSTALLED ANYWHERE ON THE PROJECT WHERE NEEDED. ASSUME PIPING WILL BE CONCEALED ABOVE THE ACT GRID CEILING.



**KEY PLAN**  
NO SCALE

**SPRINKLER: FIRST FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

REVISIONS	
NO	ITEM
1	ADDED RESIDENTIAL HEADS IN BORNIS 2-3-12

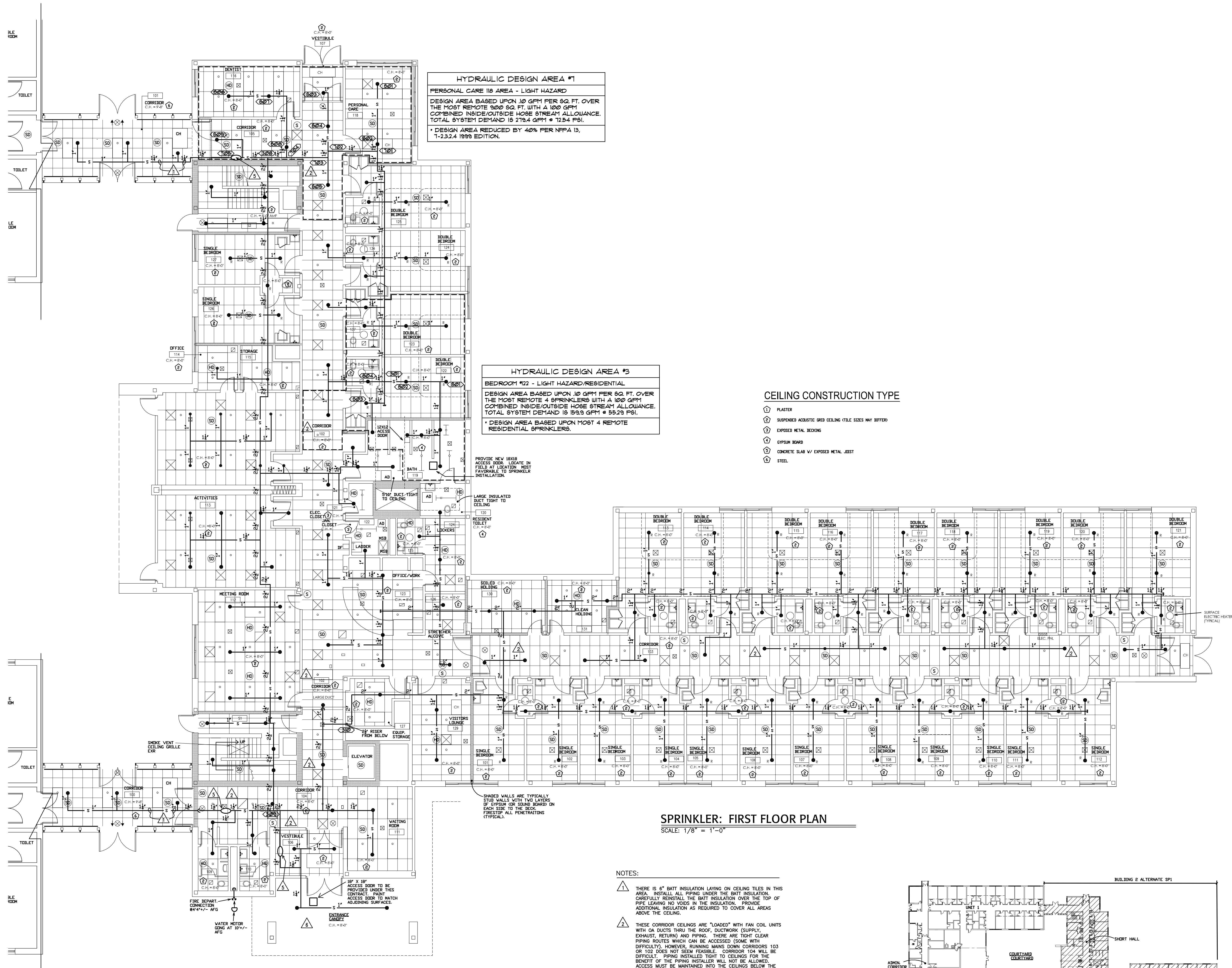


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**ESSEX COUNTY**  
**HORACE NYE HOME**  
ELIZABETHTOWN, NEW YORK 12932  
**SPRINKLER SYSTEM PROJECT**

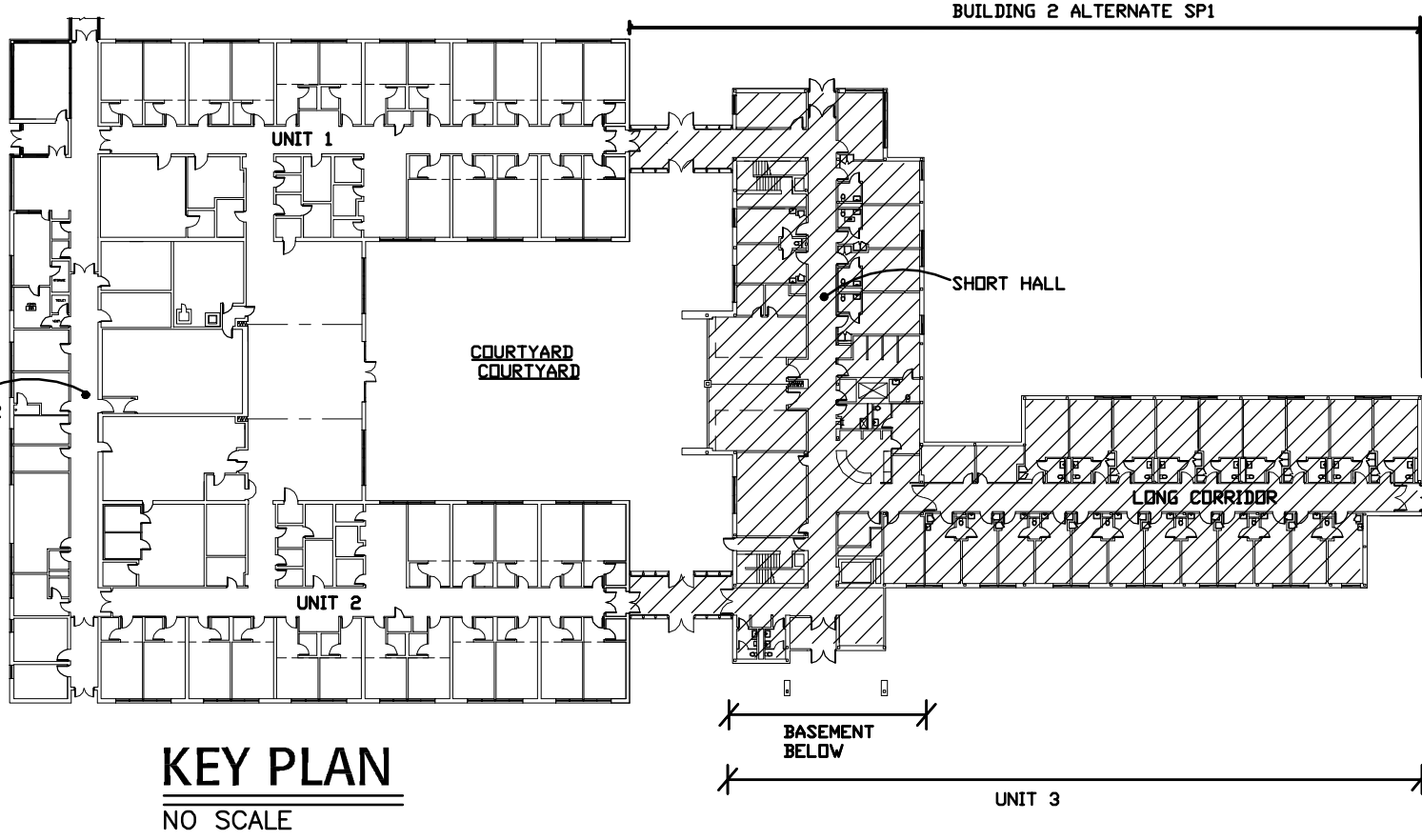
**SHEET TITLE:**  
**SPRINKLER: BASE BID**  
**FIRST FLOOR PLAN - BUILDING 1**  
**DATE:** 02/7/12  
**CHECKED BY:**  
**SCALE:** AS NOTED  
**DRAWN BY:**

**SHEET:**  
**SP-3**



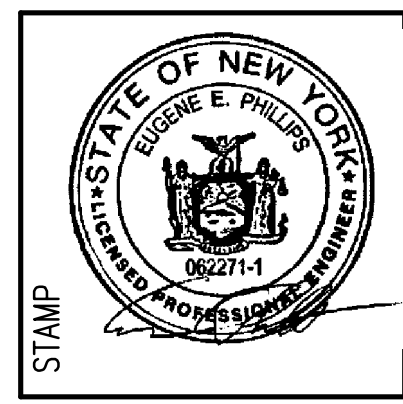
**SPRINKLER: FIRST FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

- NOTES:
- △ THERE IS 6" BATT INSULATION LAYING ON CEILING TILES IN THIS AREA. INSTALL ALL PIPING UNDER THE BATT INSULATION. CAREFULLY REINSTALL THE BATT INSULATION OVER THE TOP OF PIPE LEAVING NO Voids IN THE INSULATION. PROVIDE ADDITIONAL INSULATION AS REQUIRED TO COVER ALL AREAS ABOVE THE CEILING.
  - △ THESE CORRIDOR CEILINGS ARE "LOADED" WITH FAN COIL UNITS WITH DA DUCTS THRU THE ROOF DUCTWORK (SUPPLY, EXHAUST, RETURN) AND PIPING. THERE ARE TIGHT CLEAR PIPING ROUTES WHICH CAN BE ACCESSED (SOME WITH DIFFICULTY). HOWEVER, RUNNING MAINS DOWN CORRIDORS 103 OR 102 DOES NOT SEEM FEASIBLE. CORRIDOR 104 WILL BE DIFFICULT. PIPING INSTALLED TIGHT TO CEILINGS FOR THE BENEFIT OF THE PIPING INSTALLER WILL NOT BE ALLOWED. ACCESS MUST BE MAINTAINED INTO THE CEILINGS BELOW THE PIPING.
  - △ ALL CORRIDOR WALLS ARE STUD WITH TWO LAYERS GYPSUM WALL BOARD EACH SIDE AND GO TO THE DECK. FIRESTOP ALL PENETRATIONS. FIRESTOP ALL PENETRATIONS INTO THE STAIRWELLS OR ELEVATOR SHAFT AS WELL.
  - △ ALL STRUCTURAL STEEL ABOVE CEILINGS IS SPRAY FIRE PROOFED. REPAIR FIREPROOFING DAMAGED BY INSTALLATION OF HANGERS, ETC.
  - △ PROVIDE ANTI-FREEZE RISER PER DETAIL ON SP-3.
  - △ 1968 CONSTRUCTION DRAWINGS SHOW 3 FT 9 INCHES BETWEEN BOTTOM OF CEILING OF CANOPY AND ROOF DECK. STEEL I BEAMS ARE SHOWN AS 1 FT. DEEP WITH FIRE PROOFING. WALL BEHIND THE OUTSIDE CANOPY AND THE CEILING SPACE ABOVE THE VESTIBULE IS SHOWN AS 2 X 4 STUD INSULATED WITH BATT INSULATION AND GYPSUM BOARD ON BOTH SIDES.



**KEY PLAN**  
NO SCALE

REVISIONS		
NO	ITEM	DATE
1	ADDED RESIDENTIAL HEADS IN BDRMS 2-3-12	2-3-12
2	ADDED 3 ANTI-FREEZE LOOPS	2-3-12



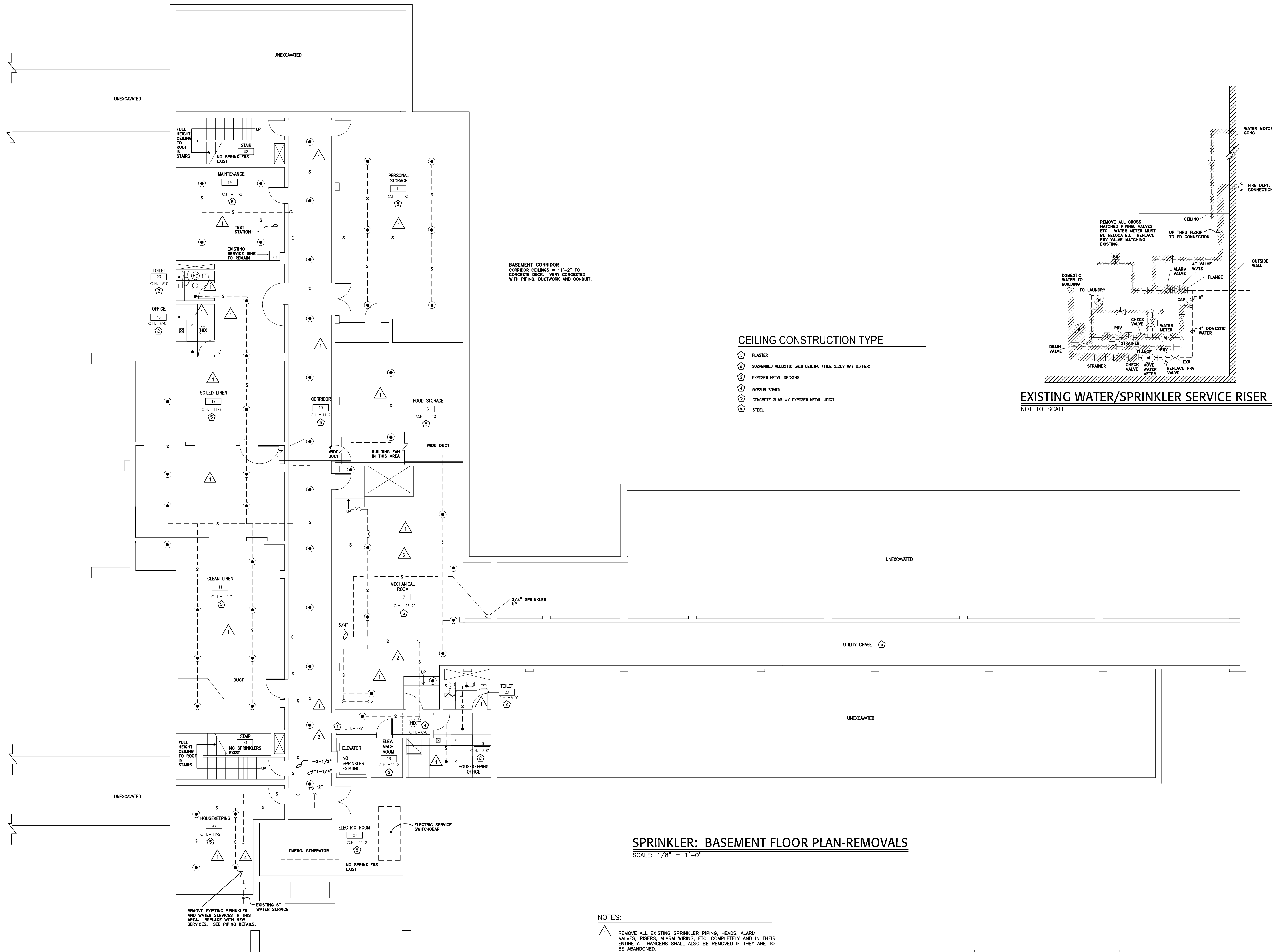
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**ESSEX COUNTY**  
**HORACE NYE HOME**  
ELIZABETHTOWN, NEW YORK 12932  
**SPRINKLER SYSTEM PROJECT**

SHEET TITLE:		
<b>SPRINKLER: ALTERNATE SP1</b>		
<b>FIRST FLOOR PLAN - BUILDING 2</b>		
DATE:	CHECKED BY:	DRAWN BY:
02/7/12		
SCALE:	AS NOTED	

SHEET:  
**SP-4**





CEILING CONSTRUCTION TYPE

- 1 PLASTER
- 2 SUSPENDED ACOUSTIC GRID CEILING (TILE SIZES MAY VARY)
- 3 EXPOSED METAL DECKING
- 4 GYPSUM BOARD
- 5 CONCRETE SLAB W/ EXPOSED METAL JOIST
- 6 STEEL

EXISTING WATER/SPRINKLER SERVICE RISER

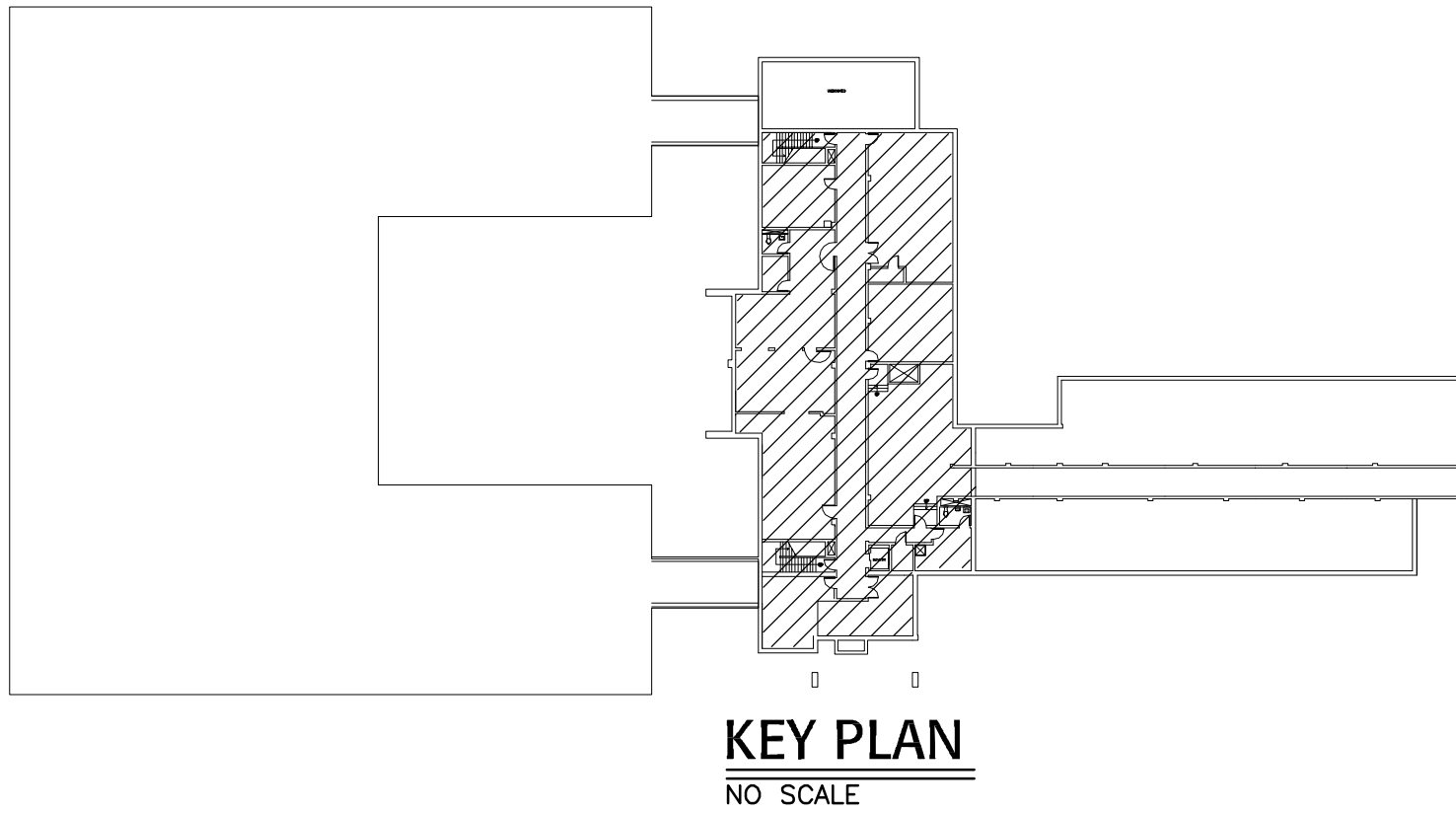
NOT TO SCALE

SPRINKLER: BASEMENT FLOOR PLAN-REMOVALS

SCALE: 1/8" = 1'-0"

NOTES:

- 1 REMOVE ALL EXISTING SPRINKLER PIPING, HEADS, ALARM VALVES, RISERS, ALARM WIRING, ETC. COMPLETELY AND IN THEIR ENTIRETY. HANGERS SHALL ALSO BE REMOVED IF THEY ARE TO BE ABANDONED.
- 2 CORRIDOR CEILINGS ARE TIGHTLY PACKED WITH DUCTWORK, PIPING, CONDUITS ETC. IN SOME AREAS RESULTING IN REMOVAL BEING DIFFICULT. REMOVAL IS STILL REQUIRED.
- 3 SEAL ALL WALL AND CEILING PENETRATIONS ABANDONED BY THE REMOVAL OF PIPING ETC. FIRE SEAL ALL PENETRATIONS OF NEW PIPING THRU WALLS AND CEILINGS INCLUDING OPENINGS BEING REUSED FROM REMOVAL OF EXISTING PIPING.
- 4 THE WATER SERVICE IN THIS BUILDING CAN ONLY BE DOWN BETWEEN THE HOURS OF 9PM AND 1AM. REMOVE THE EXISTING WATER SERVICE AND PROVIDE A TEMPORARY WATER SERVICE TO SERVE THE BUILDING OUTSIDE THAT TIME PERIOD. REMOVE THE TEMPORARY WATER SERVICE ONCE THE NEW SERVICE IS EXISTING AND OPERATIONAL. COORDINATE WITH THE DEPT OF HEALTH THE REQUIREMENTS FOR FLUSHING AND PUTTING INTO SERVICE ANY NEW PIPING. COMPLY WITH ALL REGULATIONS.



KEY PLAN  
NO SCALE

REVISIONS	
NO	ITEM

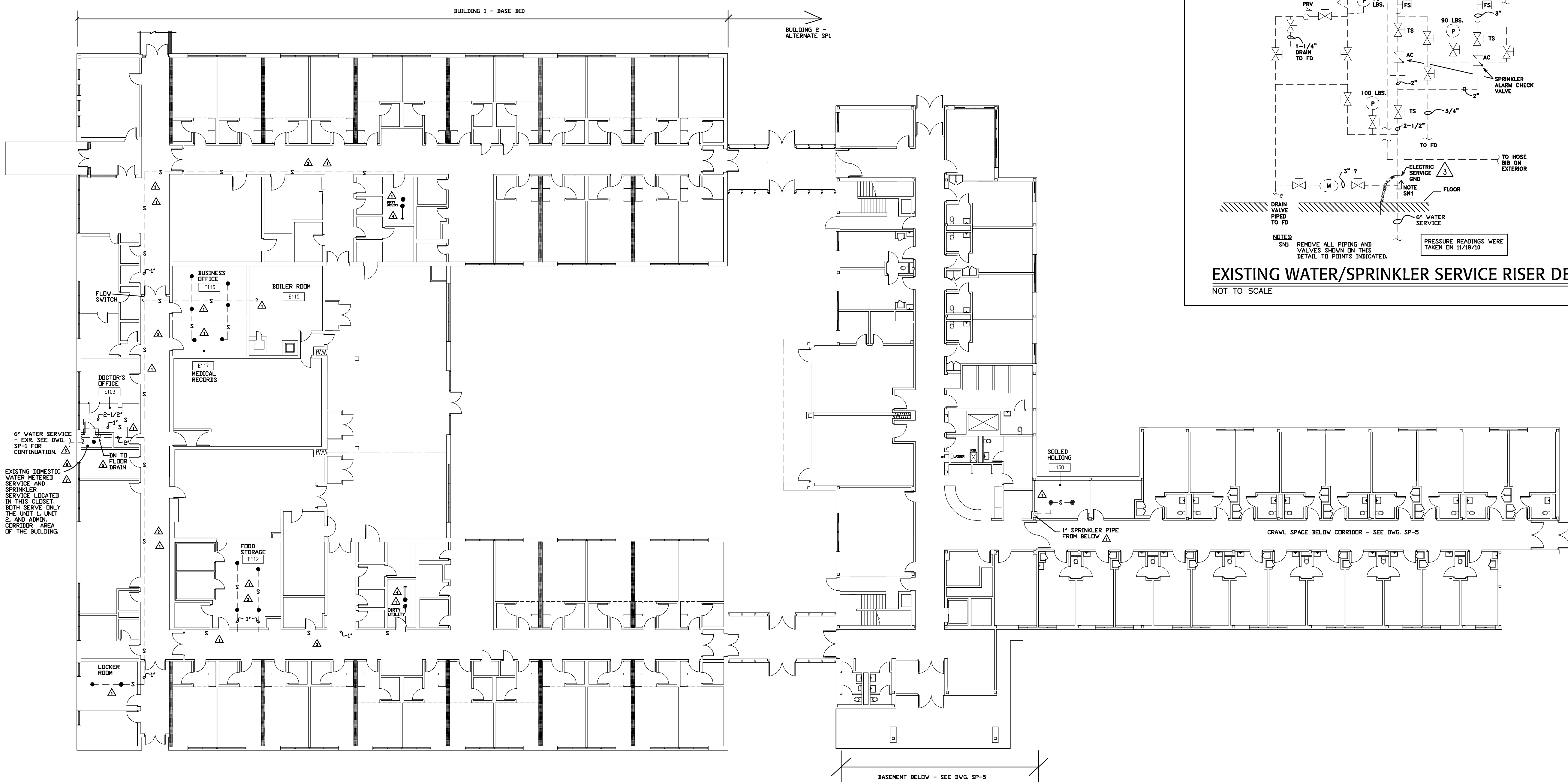


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ESSEX COUNTY  
HORACE NYE HOME  
ELIZABETHTOWN, NEW YORK 12832  
SPRINKLER SYSTEM PROJECT

SHEET TITLE: SPRINKLER: ALTERNATE SP1 FLOOR PLAN - REMOVALS - BUILDING 2	
DATE: 02/7/12	CHECKED BY:
SCALE: AS NOTED	DRAWN BY:

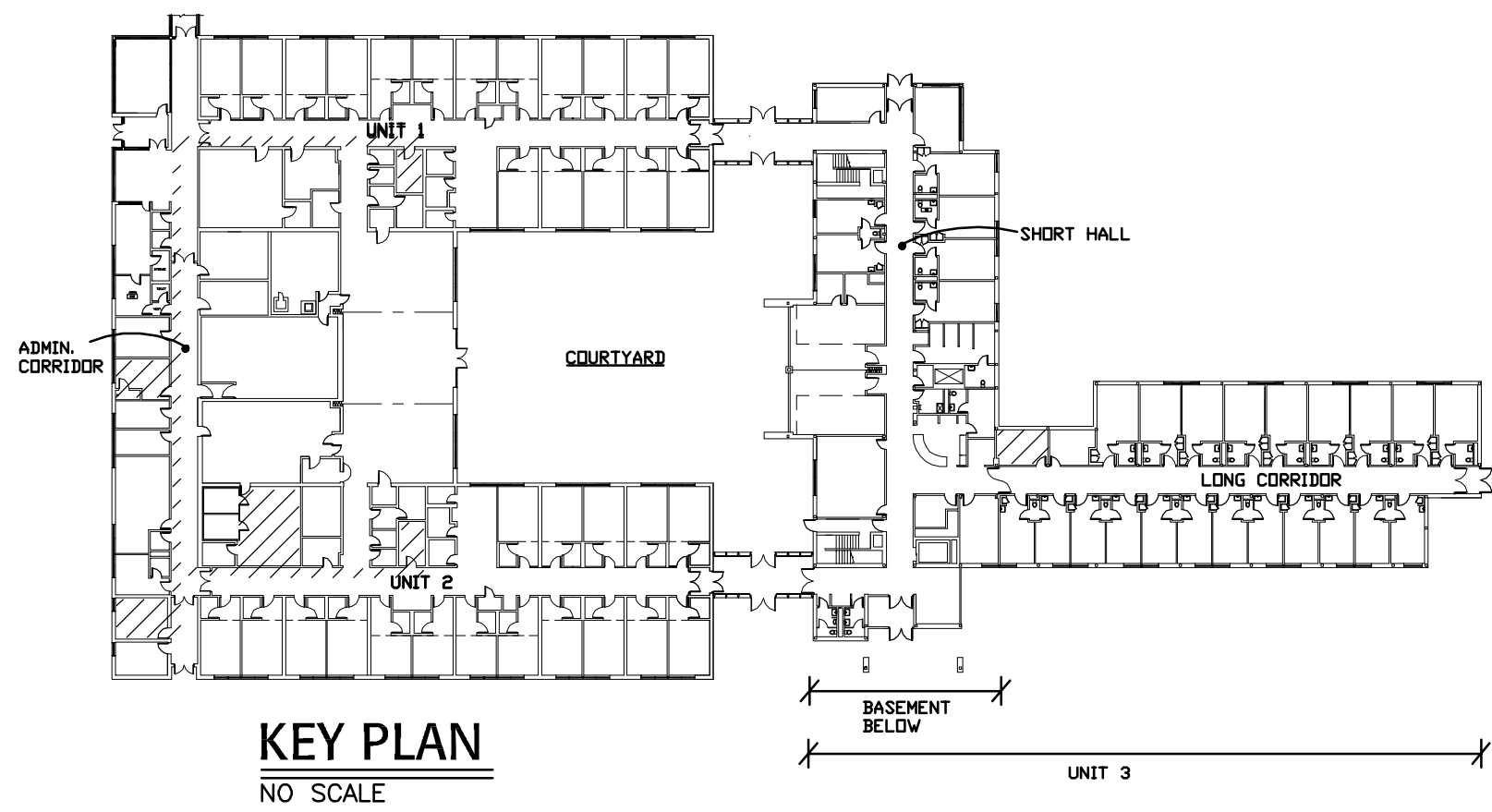
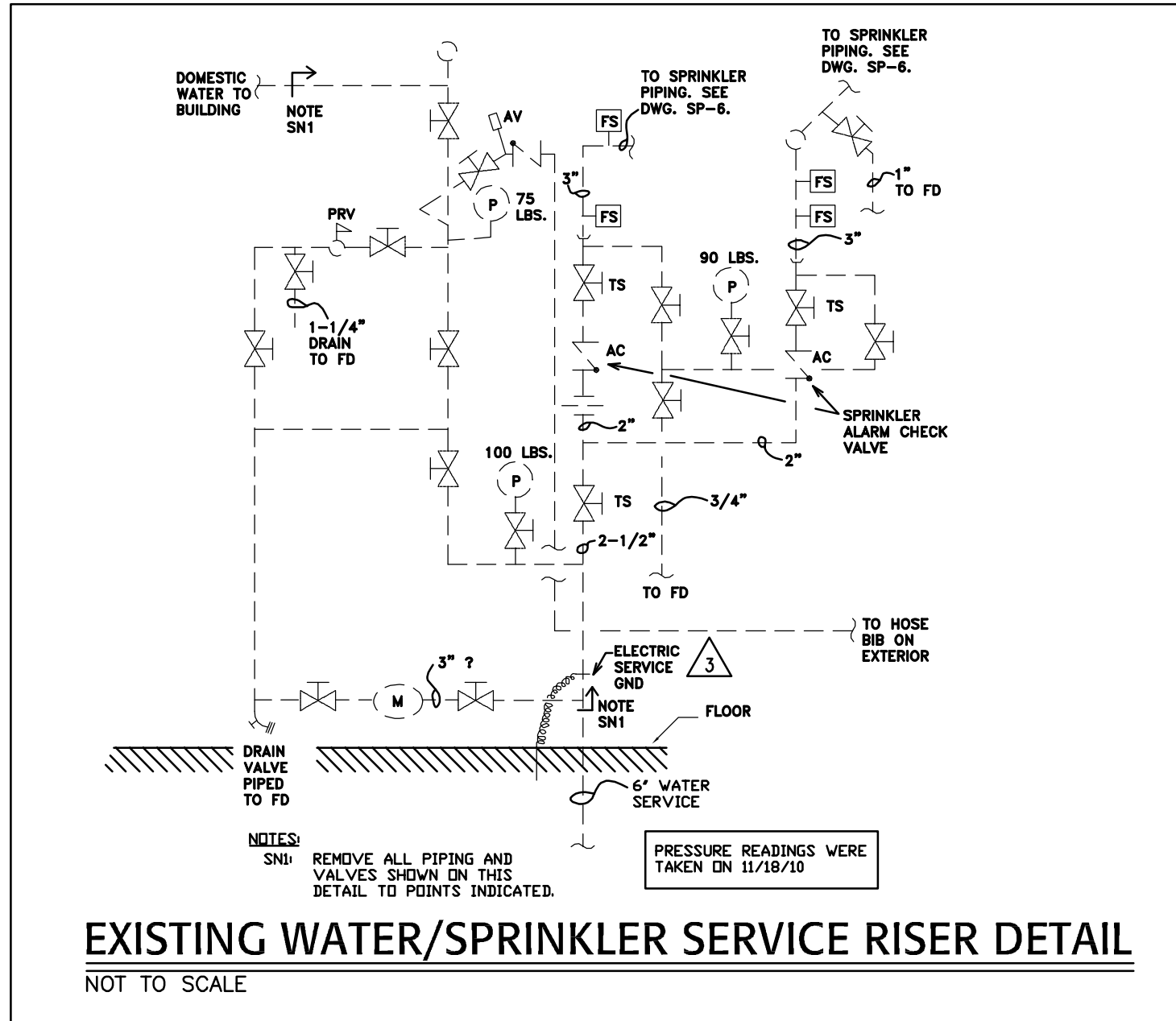
SHEET:  
SP-5



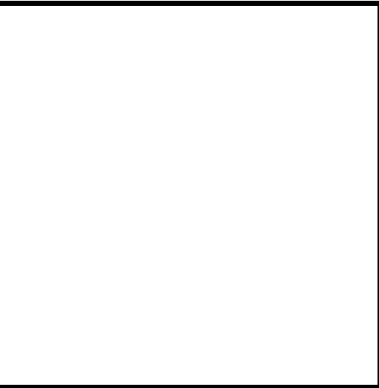
SPRINKLER: FIRST FLOOR PLAN - REMOVALS  
SCALE: 1/16" = 1'-0"

NOTES:

- REMOVE ALL EXISTING SPRINKLER PIPING, HEADS, ALARM VALVES, RISERS, ALARM WIRING, ETC. COMPLETELY AND IN THEIR ENTIRETY. HANGERS SHALL ALSO BE REMOVED IF THEY ARE TO BE ABANDONED.
- CORRIDOR CEILINGS ARE TIGHTLY PACKED WITH DUCTWORK, PIPING, CONDUITS IN SOME AREAS RESULTING IN REMOVAL BEING DIFFICULT.
- CONTINUITY TO WATER PIPE GROUND MUST BE MAINTAINED.
- PROVIDE NEW TEMPORARY PENDANT SPRINKLER HEAD IN THIS ROOM. PIPE TO DOMESTIC COLD WATER PIPING IN THIS AREA. THERE IS A SINK IN THIS ROOM WHICH IS NOT SHOWN. PROVIDE A LOCKED VALVE AT THE TIE IN POINT. REMOVE THE TEMPORARY HEAD AND PIPING WHEN THE NEW SYSTEM SPRINKLER HEAD IS INSTALLED AND OPERATIONAL. 3/4 INCH TYPE L COPPER.
- EXISTING FLOOR DRAIN TO REMAIN. CLEAN AND REPLACE GRATE IF NECESSARY.
- REMOVE EXISTING WATER SERVICE AND SPRINKLER SERVICE AND APPURTENANCES COMPLETELY. OWNER WILL ABATE ASBESTOS IN THIS ROOM AND DOCTORS OFFICE PRIOR TO ANY WORK BEING DONE UNDER THIS CONTRACT. THIS CONTRACTOR WILL REMOVE EXISTING SPRINKLER ROOM WALL, DOOR, CEILING IN BOTH ROOMS INCLUDING LIGHTING. THIS CONTRACTOR WILL BUILD NEW WATER SERVICE AND SPRINKLER SERVICE IN PLACE AND THEN REPLACE FLOOR TILE, CEILING, LIGHTING, WALL AND DOOR AS INDICATED ON ARCHITECTURAL DRAWINGS.
- THE WATER SERVICE IN THIS BUILDING CAN ONLY BE DOWN BETWEEN THE HOURS OF 9PM AND 1AM. REMOVE THE EXISTING WATER SERVICE AND PROVIDE A TEMPORARY WATER SERVICE TO SERVE THE BUILDING OUTSIDE THAT TIME PERIOD. REMOVE THE TEMPORARY WATER SERVICE ONCE THE NEW SERVICE IS EXISTING AND OPERATIONAL. COORDINATE WITH THE DEPT OF HEALTH THE REQUIREMENTS FOR FLUSHING AND PUTTING INTO SERVICE ANY NEW PIPING. COMPLY WITH ALL REGULATIONS.



REVISIONS	
NO	ITEM



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ESSEX COUNTY  
HORACE NYE HOME  
ELIZABETHTOWN, NEW YORK 12932  
SPRINKLER SYSTEM PROJECT

SHEET TITLE: SPRINKLER: FIRST FLOOR PLAN-REMOVALS	
DATE: 02/7/11	CHECKED BY:
SCALE: AS NOTED	DRAWN BY:

SHEET:  
SP-6

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS – PUBLIC WORKS CONTRACTORS**

I. The Contractor and each of its subcontractors shall procure and maintain during the entire term of the contract the following required insurance:

- ➔ **Commercial General Liability Insurance**  
\$1,000,000 per occurrence / \$2,000,000 aggregate, including coverage for liability assumed by contract, completed operations, explosion, collapse, underground hazard and products liability.
- ➔ **Automobile Liability**  
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- ➔ **Workers' Compensation**  
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
- ➔ **Owners & Contractors Protective Liability Insurance**  
\$2,000,000 per occurrence / \$2,000,000 aggregate.
- ➔ **Excess/Umbrella Liability Insurance**  
\$1,000,000 per occurrence / \$2,000,000 aggregate.

II. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees to name the County, Phillips Associates and Schoder Rivers Associates Consulting Engineers, PC as:

- (a) an additional insured on the Contractor's Commercial General Liability, Automobile Liability and Excess/Umbrella Liability insurance policies, and
- (b) a named insured on the Owners & Contractors Protective Liability Insurance Policy.

III. The policy/policies of insurance furnished by the Contractor shall:

- ➔ be from an A.M. Best rated "A" New York State licensed insurer; and
- ➔ contain a 30-day notice of cancellation

IV. The Contractor agrees to indemnify the County for any applicable deductibles.

V. Contractor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the County. Prior to commencement of work or use of facilities, the Contractor shall provide to the County proof that such requirements have been met by furnishing certificate(s) of such insurance, and the declarations pages from the policies of such insurance. The failure of the County to object to the contents of the certificate(s) and/or declarations pages, or the absence of same, shall not be deemed a waiver of any and all rights held by the County.



## **APPENDIX D - STANDARD CLAUSES FOR ESSEX COUNTY CONTRACTS**

### **1. Independent Contractor Status**

The parties each acknowledge, covenant and agree that the relationship of the Contractor to the County shall be that of an independent contractor. The Contractor, in accordance with its status as an independent contractor, further covenants and agrees that it:

- (a) will conduct itself in accordance with its status as an independent contractor;
- (b) will neither hold itself out as nor claim to be an officer or employee of the County; and
- (c) will not make any claim, demand or application for any right or privilege applicable to an officer or employee of the County, including but not limited to workers' compensation benefits, unemployment insurance benefits, social security coverage or retirement membership or credits.

### **2. Contractor To Comply With Laws/Regulations**

The Contractor shall at all times comply with all applicable state and federal laws, rules and regulations governing the performance and rendition of the services to be furnished under this agreement.

### **3. Licenses, Permits, Etc.**

The Contractor shall, during the term of this agreement, obtain and keep in full force and effect any and all licenses, permits and certificates required by any governmental authority having jurisdiction over the rendition and performance of the services to be furnished by the Contractor under this agreement.

### **4. Termination**

This agreement may be terminated without cause by either party upon 30 days prior written notice, and upon such termination neither party shall have any claim or cause of action against the other except for services actually performed and mileage expenses actually incurred prior to such termination. Notwithstanding the foregoing, this agreement may be immediately terminated by the County:

- (a) for the Contractor's breach of this agreement, by serving written notice of such termination stating the nature of the breach upon the Contractor by personal delivery or by certified mail, return receipt requested, and upon such termination either party shall have such rights and remedies against the other as provided by law; or
- (b) upon the reduction or discontinuance of funding by the State or Federal governments to be used in furnishing some or all of the work, labor and/or services provided for under this agreement, and upon such termination neither party shall have any claim or cause of action against the other except for services actually performed and expenses (if the same are to be paid under this agreement) actually incurred prior to such termination.

### **5. Defense & Indemnification**

The Contractor shall defend, indemnify and hold harmless the County to the fullest extent allowed by law, and notwithstanding any insurance requirements, from and against any and all liability, losses, claims, actions, demands, damages, expenses, suits, judgments, orders, causes of action and claims, including but not limited to attorney's fees and all other costs of defense, by reason of any liability whatsoever imposed by law or otherwise upon the County for damages to person, property or of any other kind in nature, including but not limited to those for bodily injury, property damage, death arising out of or in connection with its officers, employees, agents, contractors, sub-contractors, guests or invitees negligence or

its/their performance or failure to perform this agreement.

6. **Discrimination Prohibited**

The services to be furnished and rendered under this agreement by the Contractor shall be available to any and all residents of Essex County without regard to race, color, creed, sex, religion, national or ethnic origin, handicap, or source of payment; and under no circumstances shall a resident's financial ability to pay for the services provided be considered unless such consideration is allowed by State and/or Federal law, rule or regulation.

7. **Non-Discrimination In Employment**

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. In the event that this is a contract to be performed in whole or in part within the State of New York for (a) the construction, alteration or repair of any public building or public work, (b) for the manufacture, sale or distribution of materials, equipment or supplies, (c) for building service, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin:

- (1) discriminate in hiring against any citizen who is qualified and available to perform the work; or
- (2) discriminate against or intimidate any employee hired for the performance of work under this contract.

The Contractor agrees to be subject to fines of \$50.00 per person per day for any violation of this paragraph, as well as to possible termination of this contract or forfeiture of all moneys due hereunder for a second or subsequent violation.

8. **Damage/Injury To Persons & Property**

The Contractor shall promptly advise the County of all damages to property of the County or of others, or of injuries incurred by persons other than employees of the Contractor, in any manner relating, either directly or indirectly, to the performance of this agreement.

9. **Records**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter collectively "the Records") in accordance with the following requirements:

- (a) the Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter;
- (b) the County Auditor, State Comptroller, the Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York, or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

The County shall take reasonable steps to protect from public disclosure any of the records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified and designation of said records as exempt under the statute is reasonable. Nothing

contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation.

10. **Claims For Payment**

All invoices or claims for which payment is sought from the County must be submitted in accordance with the following:

- (a) each claim for payment must include
  - (1) an invoice detailing the claim,
  - (2) copies of all documentation supporting the claim,
  - (3) a properly completed County standard voucher, which includes
    - (i) the County contract number under which payment is being claimed, **AND**
    - (ii) the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. *[Failure to include this number or numbers will prevent and preclude payment by the County; except that where the payee does not have such number or numbers, the payee, on the invoice or County voucher, must give the reason or reasons why the payee does not have such number or numbers and such reasons constitute a valid excuse under law.]*
- (b) Unless otherwise provided in this agreement, each claim for payment must be submitted to the County no later than 30 days after the work, labor, materials, and/or services for which payment is claimed were rendered or furnished.
- (c) Notwithstanding any other provision of this agreement, no claim for payment shall be valid, and the County shall not be liable for payment thereof, unless it is submitted to the County within 30 days of the close of the calendar year in which the work, labor, materials, and/or services for which payment is claimed were rendered or furnished.
- (d) Unless otherwise provided in this agreement, the requirements of this paragraph 10, and/or of any other provisions of this agreement which supersede the same, shall constitute conditions precedent to the County's payment obligation, and failure to comply with any or all of said requirements shall entitle the County to deny payment.
- (e) As a further condition of payment, each claim of payment shall be accompanied by a Contractor and Sub-Contractor Progress Payment Waiver, Release and Discharge, and each Final Payment shall be accompanied by a Contractor and Sub-Contractor Final Payment, Waiver and Release form. As well as a Contractor Affidavit relative to Final Payment. Copies of these forms are attached and made a part hereof.
- (f) For construction contracts – payments will be made monthly based on a percentage of completion.

11. **Consent**

In the event that State or Federal law requires the recipient of services to be furnished and rendered under this agreement to give his/her prior consent thereto, the contractor shall obtain such person's consent and furnish proof thereof to the County.

12. **Executory Clause**

The County shall have no liability under this contract to the Contractor or to anyone else beyond the funds appropriated and available for this contract.

13. **Public Work & Building Service Contract Requirements**

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof:

- (a) neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department; and
- (b) the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

14. **Public Work Contracts – Hazardous Substances**

If this is a contract for public work, the Contractor agrees as follows:

- (a) the Contractor acknowledges that the County uses and/or produces various substances which may be classified as hazardous under OSHA's Hazard Communication Standard;
- (b) the Contractor recognizes the use of said substances by the County and acknowledges that the County has provided, or upon request will provide, the Contractor with a description of such substances which may be present in the area of the County's facility/facilities to which the Contractor may have accessed during the performance of this contract;
- (c) the Contractor acknowledges that the County has provided, or upon request will provide, suggestions for appropriate protective measures which should be observed when the Contractor is in the area of any such hazardous substances;
- (d) the Contractor agrees to be solely responsible for providing training and information to its employees regarding any such hazardous substances, as well as of any protective measures suggested by the County;
- (e) the Contractor agrees to be solely responsible to ensure that the Contractor's employees observe protective measures during the performance of their duties in the performance of the contract, and that all such protective measures will be at least as stringent as those suggested or which would have been suggested by the County;
- (f) in the event that the Contractor's performance of the work under this contract requires the use of any hazardous substances, the Contractor shall notify the County in advance of bringing in and/or using such substances in or upon County property and suggest to the County appropriate measures to be observed by the County, its officers and employees, and/or the public; and
- (g) in the event the Contractor fails in whole or in part to comply with the terms of this paragraph, the County shall have the right to interrupt the Contractor's work and/or terminate this contract, and the Contractor shall be prohibited from renewing such work until all applicable safety and health procedures and practices are implemented by the Contractor.

15. **Disputes**

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be heard in a court of competent jurisdiction within the State of New York.

16. **Non-Assignment**

This agreement may not be assigned, subcontracted, transferred, conveyed, sublet or otherwise disposed of in whole or in part, by the Contractor, without the prior written consent of the County, and any attempts to assign the contract without the County's written consent are null and void.

17. **No Collusion**

If this contract was awarded based upon the submission of bids, the Contractor warrants, under penalty of perjury, that:

- (a) its bid was arrived at independently and without collusion aimed at restricting competition; and
- (b) at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.

18. **International Boycott**

In accordance with Section 220-f of the Labor Law, if this contract exceeds \$5,000.00, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation, has participated, is participating, or shall participate in an International boycott in violation of the federal Export Administration Act of 1979, or regulations thereunder. If such contractor, or any of the aforesaid affiliates of Contractor, is convicted, or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the County Manager within five (5) business days of such conviction, determination or disposition of appeal.

19. **County's Rights of Set-Off**

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any moneys due to the Contractor under this agreement up to any amounts due and owing to the County with regard to this contract, any other contract with any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason, including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal County practices, including, in cases of set-off pursuant to an audit, the acceptance of such audit by the County Board of Supervisors or its designated representative.

20. **Contractor Defined**

Whenever the term "Contractor" is used in this agreement, such term shall include and apply to all employees, all officers, directors and agents, if any, of the Contractor.

21. **Amendment**

This agreement may not be amended, modified or renewed except by written agreement signed by the Contractor and the County.

22. **Ownership Of Work Products**

All final and written or tangible work products completed by the Contractor shall belong to the County. In the event of premature discontinuance of performance, the Contractor agrees to deliver all existing products and data files to the County.

23. **Executive Order Debarment/Suspension**

In the event that this contract involves the Contractor furnishing goods and services in excess of \$100,000.00, or constitutes a subaward to subrecipients, under any Federal

program, grant or other funding source, then by executing this agreement the Contractor certifies that neither it nor any of its principals are suspended or debarred within the scope or meaning of Executive Orders 12549 and 12689, any Federal or State regulation implementing or codifying the same, or any other Federal or State law, rule or regulation.

24. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

In the event that this contract involves the use or disclosure of protected health information within the meaning or application of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations thereunder, the following provisions of this paragraph shall apply.

- (a) **Definitions.** The terms used, but not otherwise defined, in this Agreement shall have the same meaning as given such terms in 45 CFR §160.103 and §164.501, as the same may be amended from time to time, including but not limited to the following.
- (1) "Business Associate" shall mean the Contractor, its officers, employees, agents and subcontractors.
  - (2) "Covered Entity" shall mean Essex County (the "County"), its departments, agencies, officers and employees.
  - (3) "Individual" shall have the same meaning as given such term in 45 CFR §164.501 and shall also include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
  - (4) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.
  - (5) "Protected Health Information" shall have the same meaning as given such term in 45 CFR §164.501, limited to the information created or received by Contractor from or on behalf of the County.
  - (6) "Required by law" shall have the same meaning as given such term in 45 CFR §164.501.
  - (7) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- (b) **Obligations and Activities of Contractor.**  
Contractor agrees to:
- (1) not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law;
  - (2) use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement;
  - (3) mitigate, to the extent practicable, any harmful effect that is known, should have been known, and/or discovered to/by Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement;
  - (4) report to the County any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware;
  - (5) ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of the County agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information;
  - (6) provide access, at the request of the County, and in the time and manner designated by the County or the Secretary, to Protected Health Information in a Designated Record Set, to the County or, as directed by the County, to an Individual in

order to meet the requirements under 45 CFR §164.524;

(7) make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to pursuant to 45 CFR §164.526 at the request of the County or an Individual, and in the time and manner designated by the County or the Secretary;

(8) make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, the County available to the County, and/or to the Secretary, in a time and manner designated by the County or by the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule;

(9) document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528;

(10) provide to the County or an Individual, in time and manner designated by the County or the Secretary, information collected in accordance with the above subparagraph (b)(9) of this Agreement, to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

(c) Permitted Uses and Disclosures by Contractor.

Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the persons entitled to services under this Agreement:

(1) solely for the purposes of performing Contractor's obligations under this Agreement, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by the County or the minimum necessary policies and procedures of the County; or

(2) provided that such use or disclosures are required by law; or

(3) Contractor

(A) obtains written authorization(s) from the individual to which the information pertains permitting the specific uses or disclosures of such information to third persons,

(B) represents and agrees in writing with such individual that the information to be used and/or disclosed will remain confidential and used or further disclosed only as required by law or for the purposes specified in the written authorization(s), and

(C) such third persons agree in writing to notify the County as soon as practicable and in writing of any instances of which such third person(s) is/are aware in which the confidentiality of the information has been breached; or

(4) provide Data Aggregation services to the County as permitted by 42 CFR §164.504(e)(2)(i)(B); or

(5) report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

(d) County To Inform Contractor of Privacy Practices and Restrictions.

The County agrees to notify the Contractor of any

(1) limitation(s) in its notice of privacy practices of the County in accordance with 45

CFR §164.520, to the extent that such limitation may affect the Contractor's use or disclosure of Protected Health Information;

(2) changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Contractor's use or disclosure of Protected Health Information; and/or

(3) restriction to the use or disclosure of Protected Health Information that the County has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Contractor's use or disclosure of Protected Health Information.

(e) Permissible Requests by County.

The County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the County; except that in the event that the services to be furnished by the Contractor under this Agreement requires data aggregation by the Contractor, the Contractor may use or disclose protected health information for such data aggregation or management and administrative activities of Contractor.

(f) Survival of Provisions.

The obligations of the Contractor under this paragraph 24 shall survive the expiration of the term of this Agreement and/or the termination of this Agreement, and said obligations shall remain effective and shall not terminate until all of the Protected Health Information provided by the County to Contractor, or created or received by Contractor on behalf of the County, is destroyed or returned to the County, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in subparagraph (g) below.

(g) Return or Destruction of Protected Health Information.

Except as otherwise provided below, upon termination of this Agreement for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon determination by the County that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

(h) Termination for Cause.

Upon the County's knowledge of a material breach of this paragraph by Contractor, the County shall:

(1) either:

(A) provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement within the time specified by the County, or

(B) immediately terminate this Agreement if cure is not possible; and

(2) report the violation to the Secretary.



(I) Miscellaneous.

- (1) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Contractor under this paragraph 24 of this Agreement shall survive the termination of this Agreement.
- (4) Interpretation. Any ambiguity in this Agreement shall be resolved to permit the County to comply with the Privacy Rule.

25. Severability

If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

26. Entire Agreement

This agreement is the entire agreement between the parties, and the same shall be construed in accordance with the laws of the State of New York.

27. For Medicaid/Federal Health Care Related Work

**Excluded/Debarred Party Clause**

The Vendor/Contractor represents and warrants that it, nor its employees or contractors, are not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.

In the event Vendor/Contractor, or one of its employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Vendor/Contractor will notify Essex County in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Vendor/Contractor, Essex County reserves the right to immediately cease contracting with the Vendor/Contractor.

If Vendor/Contractor is an Employment Agency, the Vendor/Contractor represents and warrants that its employees and contractors are not excluded from participation in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or debarred from participation in any federal or other program.

The Vendor/Contractor further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors against:

The General Services Administration's Federal Excluded Party List System (or any successor system),

The United States Department of Health and Human Services's Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list,

The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities.

In the event an excluded party is discovered the Vendor/Contractor will notify Essex County in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Vendor/Contractor, Essex County reserves the right to immediately cease contracting with the Vendor/Contractor.

CONTRACTOR PROGRESS PAYMENT WAIVER, RELEASE AND DISCHARGE

PROJECT: \_\_\_\_\_

OWNER: ESSEX COUNTY

CONTRACTOR: \_\_\_\_\_

W I T N E S S E T H :

The above-named Contractor, hereinafter referred to as the "Releasor", does, for and on behalf of itself, its' successors, assigns and all parties claiming any interest or right through the Releasor, hereby warrant, covenant and agree as follows:

1. Releasor is/was a Contractor relative to the above-referenced Project pursuant to a contract or other relationship for the performing and/or furnishing of work, labor, services, materials and/or equipment at the Project site or to be incorporated in said Project.

2 Whenever the term "Releasor" is used in this instrument such term shall mean: (a) the above-named Contractor, its, successors and assigns; (b) any and all sureties and all other guarantors of the Releasor on any payment, performance, labor and/or material bond or other undertaking; (c) all parties claiming any interest or right through the Releasor, including but not limited to subcontractors and suppliers; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).

3. Whenever the term "Releasees" is used in this instrument such term shall mean: (a) the above-named Owner, its' successors and assigns; (b) the Project Architect/Engineer; and (c) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a) and (b).

4. For and in consideration of the sum of \$\_\_\_\_\_, and other good and valuable consideration, which sum is acknowledged as being the full and total amount due or allegedly due or owing from the Releasees to the Releasor as of the date hereof, and the receipt of such payment being hereby acknowledged, the Releasor does waive, release and discharge the Releasees from any and all causes of action, suits, debts, claims, liens, accounts, bonds, contracts, damages, encumbrances, judgments and demands whatsoever and of every kind and nature, in law or in equity, which against the Releasees, jointly and/or severally, the Releasor ever had, now has, or might hereafter have, relating directly or indirectly to the work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or incorporated or to be incorporated in said Project, as of the date hereof, including but not in any manner limited to the right of the Releasor to assert, file or claim any lien or other security interest in or upon the real and/or personal property of the Releasees.

5. The Releasor hereby agree to defend, indemnify, and hold harmless the Releasees from any and all damages, costs, expenses, demands, suits, liens and legal fees, directly or indirectly relating to any claim for compensation by any other party for work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or which should have been so furnished or performed, or incorporated or to be incorporated in said Project, as of the date hereof, by the Releasor or by any other party claiming any interest or right through the

Releasor.

6. The Releasor hereby certifies and warrants that it has fully paid for all work, labor, services, materials and/or equipment provided to it in connection with the Project and/or any contract relating thereto.

7. The Releasor hereby grants to the Releasees the right to review and audit any and books and records of the Releasor at any time for verification.

**IN WITNESS WHEREOF** this instrument has been executed this \_\_\_\_ day of \_\_\_\_  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Releasor

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

STATE OF NEW YORK     )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, being duly sworn, depose and say that: I reside at \_\_\_\_\_  
\_\_\_\_\_, and I hereby sign this instrument under penalty of perjury; I am  
the of the Releasor identified herein; I am fully authorized to execute this instrument on behalf of  
the Releasor; and I hereby affirm that the statements contained in this instrument are true and  
correct.

\_\_\_\_\_  
Vendor/Releasor Agent Sign Here

Sworn to before me this \_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

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

## CONTRACTOR FINAL PAYMENT WAIVER, RELEASE AND DISCHARGE

PROJECT: \_\_\_\_\_

OWNER: \_\_\_\_\_ ESSEX COUNTY \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

### W I T N E S S E T H :

The above-named Contractor, hereinafter referred to as the "Releasor", does, for and on behalf of itself, its' successors, assigns and all parties claiming any interest or right through the Releasor, hereby warrants, covenants and agrees as follows:

1. Releasor is/was a Contractor relative to the above-referenced Project pursuant to a contract or other relationship for the performing and/or furnishing of work, labor, services, materials and/or equipment at the Project site or to be incorporated in said Project.

2 Whenever the term "Releasor" is used in this instrument such term shall mean: (a) the above-named Contractor, its, successors and assigns; (b) any and all sureties and all other guarantors of the Releasor on any payment, performance, labor and/or material bond or other undertaking; (c) all parties claiming any interest or right through the Releasor, including but not limited to subcontractors and suppliers; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).

3. Whenever the term "Releasees" is used in this instrument such term shall mean: (a) the above-named Owner, its' successors and assigns; (b) Essex County, its agencies and departments (including but not limited to its Office for the Aging); and (c) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a) and (b).

4. For and in consideration of the sum of \$\_\_\_\_\_, and other good and valuable consideration, which sum is acknowledged as being the full, final and total amount due or allegedly due or owing from the Releasees to the Releasor as of the date hereof, and the receipt of such payment being hereby acknowledged, the Releasor does waive, release and discharge the Releasees from any and all causes of action, suits, debts, claims, liens, accounts, bonds, contracts, damages, encumbrances, judgments and demands whatsoever and of every kind and nature, in law or in equity, which against the Releasees, jointly and/or severally, the Releasor ever had, now has, or might hereafter have, relating directly or indirectly to the work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or incorporated or to be incorporated in said Project, as of the date hereof, including but not in any manner limited to the right of the Releasor to assert, file or claim any lien or other security interest in or upon the real and/or personal property of the Releasees.

5. The Releasor hereby agree to defend, indemnify, and hold harmless the Releasees from any and all damages, costs, expenses, demands, suits, liens and legal fees, directly or indirectly relating to any claim for compensation by any other party for work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or which should have been so furnished or performed, or incorporated or to be incorporated in said Project, as of the date hereof, by the

Releasor or by any other party claiming any interest or right through the Releasor.

6. The Releasor hereby certifies and warrants that it has fully paid for all work, labor, services, materials and/or equipment provided to it in connection with the Project and/or any contract relating thereto.

7. The Releasor hereby grants to the Releasees the right to review and audit any and books and records of the Releasor at any time for verification.

**IN WITNESS WHEREOF** this instrument has been executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Contractor

By:\_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

STATE OF NEW YORK    )  
                                  ) SS:  
COUNTY OF ESSEX     )

I, \_\_\_\_\_, being duly sworn, depose and say that: I reside at \_\_\_\_\_, \_\_\_\_\_, and I hereby sign this instrument under penalty of perjury; I am the of the Releasor identified herein; I am fully authorized to execute this instrument on behalf of the Releasor; and I hereby affirm that the statements contained in this instrument are true and correct.

\_\_\_\_\_  
Vendor/Releasor Agent Sign Here

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

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

**CONTRACTORS AFFIDAVIT RELATIVE TO FINAL PAYMENT**

PROJECT: \_\_\_\_\_

OWNER: \_\_\_\_\_ ESSEX COUNTY \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

W I T N E S S E T H :

The herein below designated representative of the Contractor being duly sworn deposes and states:

1. He is duly authorized to sign this Affidavit on behalf of the Contractor.
2. That all payrolls, bills for materials and equipment, and other indebtedness connection with the work for which the County or the County's property might be responsible or encumbered have been paid or otherwise satisfied and there remain no further indebtedness or bills outstanding.
3. Attached hereto and made a part hereof is a valid certificate of insurance evidencing that insurance required by the contract documents will remain in full force after final payment is currently in effect and will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the owner.
4. Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the contract documents.
5. Attached hereto and made a part hereof at Schedule B is a detailed list of all sub-contractors and material suppliers.
6. Contractor warrants and represents that all sub-contractors, material suppliers and fringe benefit trust funds for employees of contractor and sub-contractors on the portion of the project encompassed by the work, as well as all workers and persons employed in connection therewith have been paid in full for all labor and work and materials furnished.
7. Contractor releases and waives any and all public improvement lien rights which contractor has against the County.

**IN WITNESS WHEREOF**, deponent has executed this document on \_\_\_\_ day of \_\_\_\_

\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

STATE OF NEW YORK     )  
                                  ) SS:  
COUNTY OF ESSEX     )

I, \_\_\_\_\_, being duly sworn, depose and say that: I reside at \_\_\_\_\_, and I hereby sign this instrument under penalty of perjury; I am the of the Releasor identified herein; I am fully authorized to execute this instrument on behalf of the Releasor; and I hereby affirm that the statements contained in this instrument are true and correct.

\_\_\_\_\_  
Vendor/Releasor Agent Sign Here

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

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



SUBCONTRACTOR/SUPPLIER PROGRESS PAYMENT  
WAIVER, RELEASE AND DISCHARGE

PROJECT: \_\_\_\_\_

OWNER: \_\_\_\_\_ ESSEX COUNTY \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

SUBCONTRACTOR/SUPPLIER: \_\_\_\_\_

W I T N E S S E T H :

The above-named Subcontractor/Supplier, hereinafter referred to as the "Releasor", does, for and on behalf of itself, its, successors, assigns and all parties claiming any interest or right through the Releasor, hereby warrants, covenants and agrees as follows:

1. Releasor is/was a subcontractor/supplier to the Contractor above-named relative to the above-referenced Project pursuant to a contract or other relationship for the performing and/or furnishing of work, labor, services, materials and/or equipment at the Project site or to be incorporated in said Project.
2. Whenever the term "Releasor" is used in this instrument such term shall mean: (a) the above-named Subcontractor/Supplier, its' successors and assigns; (b) any and all sureties and all other guarantors of the Releasor on any payment, performance, labor and/or material bond or other undertaking; (c) all parties claiming any interest or right through the Releasor; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).
3. Whenever the term "Releasees" is used in this instrument such term shall mean: (a) the above-named Contractor and all of its, sureties and other guarantors on any payment, performance, labor and/or material bond or other undertaking; (b) the abovenamed Owner, its, successors and assigns; (c) the Project Architect/Engineer; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).
4. For and in consideration of the sum of \$ \_\_\_\_\_, and other good and valuable consideration, which sum is acknowledged as being the full and total amount due or allegedly due or owing from the Releasees to the Releasor as of the date hereof, and the receipt of such payment being hereby acknowledged, the Releasor does waive, release and discharge the Releasees from any and all causes of action, suits, debts, claims, liens, accounts, bonds, contracts, damages, encumbrances, judgments and demands whatsoever and of every kind and nature, in law or in equity, which against the Releasees, jointly and/or severally, the Releasor ever had, now has, or might hereafter have, relating directly or indirectly to the work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or incorporated or to be incorporated in said Project, as of the date hereof, including but not in any manner limited to the right of the Releasor to assert, file or claim any lien or other security interest in or upon the real and/or personal property of the Releasees.
5. The Releasor hereby agree to defend, indemnify, and hold harmless the Releasees from any and all damages, costs, expenses, demands, suits, liens and legal fees, directly or indirectly relating to any claim for compensation by any other party for work, labor, services, materials and/or

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

SUBCONTRACTOR/SUPPLIER FINAL WAIVER, RELEASE AND DISCHARGE

PROJECT: \_\_\_\_\_

OWNER: \_\_\_\_\_ ESSEX COUNTY \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

SUBCONTRACTOR/SUPPLIER: \_\_\_\_\_

W I T N E S S E T H :

The above-named Subcontractor/Supplier, hereinafter referred to as the "Releasor", does, for and on behalf of itself, its, successors, assigns and all parties claiming any interest or right through the Releasor, hereby warrants, covenants and agrees as follows:

1. Releasor is/was a subcontractor/supplier to the Contractor above-named relative to the above-referenced Project pursuant to a contract or other relationship for the performing and/or furnishing of work, labor, services, materials and/or equipment at the Project site or to be incorporated in said Project.

2. Whenever the term "Releasor" is used in this instrument such term shall mean: (a) the above-named Subcontractor/Supplier, its' successors and assigns; (b) any and all sureties and all other guarantors of the Releasor on any payment, performance, labor and/or material bond or other undertaking; (c) all parties claiming any interest or right through the Releasor; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).

3. Whenever the term "Releasees" is used in this instrument such term shall mean: (a) the above-named Contractor and all of its, sureties and other guarantors on any payment, performance, labor and/or material bond or other undertaking; (b) the abovenamed Owner, its, successors and assigns; (c) the Project Architect/Engineer; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).

4. For and in consideration of the sum of \$\_\_\_\_\_, and other good and valuable consideration, which sum is acknowledged as being the full, final and total amount due or allegedly due or owing from the Releasees to the Releasor as of the date hereof, and the receipt of such payment being hereby acknowledged, the Releasor does waive, release and discharge the Releasees from any and all causes of action, suits, debts, claims, liens, accounts, bonds, contracts, damages, encumbrances, judgments and demands whatsoever and of every kind and nature, in law or in equity, which against the Releasees, jointly and/or severally, the Releasor ever had, now has, or might hereafter have, relating directly or indirectly to the work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or incorporated or to be incorporated in said Project, as of the date hereof, including but not in any manner limited to the right of the Releasor to assert, file or claim any lien or other security interest in or upon the real and/or personal property of the Releasees.

5. The Releasor hereby agree to defend, indemnify, and hold harmless the Releasees from any and all damages, costs, expenses, demands, suits, liens and legal fees, directly or indirectly relating to any claim for compensation by any other party for work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or which should have been so furnished or performed, or incorporated or to be incorporated in said Project, as of the date hereof, by the Releasor or by any other party claiming any interest or right through the Releasor.

6. The Releasor hereby certifies and warrants that it has fully paid for all work, labor, services, materials and/or equipment provided to it in connection with the Project and/or any contract relating thereto.

7. The Releasor hereby grants to the Releasees the right to review and audit any and books and records of the Releasor at any time for verification.

**IN WITNESS WHEREOF** this instrument has been executed this \_\_\_\_ day of \_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Releasor

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

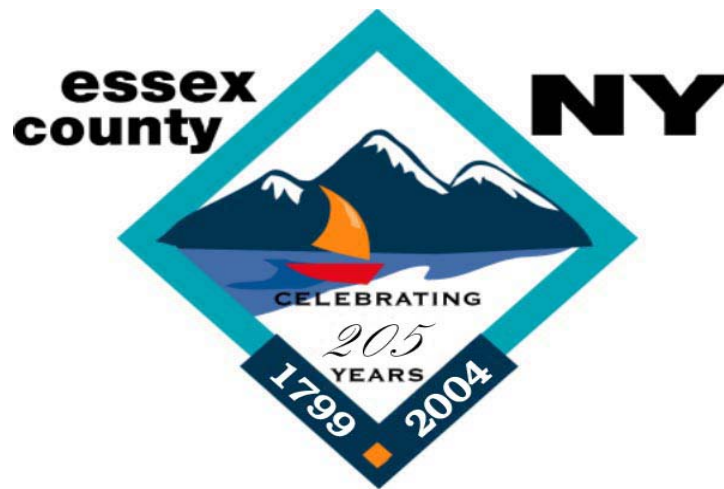
STATE OF NEW YORK    )  
                                      ) SS:  
COUNTY OF ESSEX     )

I, \_\_\_\_\_, being duly sworn, depose and say that: I reside at \_\_\_\_\_, and I hereby sign this instrument under penalty of perjury; I am the of the Releasor identified herein; I am fully authorized to execute this instrument on behalf of the Releasor; and I hereby affirm that the statements contained in this instrument are true and correct.

\_\_\_\_\_  
Vendor/Releasor Agent Sign Here

Sworn to before me this \_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

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



***ESSEX COUNTY***  
***Office of the Purchasing Agent***  
7551 Court Street, P.O. Box 217  
Elizabethtown, NY 12932  
518-873-3330/Fax 518-873-3339

**GENERAL SPECIFICATIONS  
FOR PROCUREMENT CONTRACTS**

Adopted May 20, 1999.

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### PART I

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**PART I**  
***General Provisions***

**1. APPLICABILITY** The terms and conditions set forth herein are expressly incorporated in and applicable to all procurements and resulting procurement contracts let by the Office of the Essex County Purchasing Agent where incorporated by reference in its Bid Documents. The provisions herein shall govern such procurement or contract unless expressly modified or amended by the terms of a Bid Specifications, or a negotiated Contract/Clarification document, if any. Captions are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.

**2. GOVERNING LAW** The laws of the State of New York shall govern and apply to the procurement, any resulting contract and for determinations in a court of competent jurisdiction in New York of any and all disputes, litigation or interpretations arising from or connected with the procurement or contract, except where expressly superseded in a specific contract letting or where the Federal supremacy clause requires otherwise. These specifications are modeled after and upon the specifications developed and used by the New York State Office of General Services for procurements by New York State.

**3. APPENDIX A / INSURANCE** The mandatory terms for all Essex County contracts are expressly incorporated herein and in all bid documents and/or resulting contracts, such terms being set forth in Appendix A (*Standard Clauses for Essex County Contracts*). Insurance requirements are also attached and incorporated herein.

**4. ETHICS COMPLIANCE** All Bidders/Contractors and their employees must comply with the requirements of the *General Municipal Law*, the *Public Officers Law*, and other State codes, rules and regulations establishing ethical standards for the conduct of business with New York State and/or municipalities. In signing the bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving Essex County and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

**5. CONFLICT OF CLAUSES** Conflicts between procurement or contract documents shall be resolved in the following order of precedence:

(a) **Appendix A** (*Standard Clauses for Essex County Contracts*)

(b) **Contract/Clarification Documents** Writing(s) setting forth the final agreements, clarifications, terms, statement of work and/or modifications between the Bid Documents and Contractors Bid or Mini-bid.

(c) **Bid Documents** - Bid Specifications prepared by Essex County

(d) **Contractors Bid or Proposal**

**6. DEFINITIONS**

Terms used in this document shall have the following meanings:

**AGENCY OR AGENCIES** Essex County, New York, acting by or through one or more departments, boards, commissions, offices or institutions of Essex County.

**ANCILLARY PRODUCT:** Product which is purchased or licensed on a restricted use basis in conjunction with the principal manufacturers Product being acquired (e.g. may be used only in combination, or by educational institutions for research use).

**AUTHORIZED USER(S)** Agencies, or any other entity authorized by Essex County to participate in Essex County procurement contracts (including but not limited to political subdivisions, public authorities, school districts and public benefit corporations), provided that each such Agency or other entity shall be held solely responsible for liabilities or payments due as a result of its participation. The term “Authorized User” shall include “Licensees.”

**BID OR BID PROPOSAL** An offer or proposal submitted by a Bidder to furnish a described product or a solution or means of achieving a practical end, at a stated price for the stated contract term.

**BIDDER** Any individual or other legal entity, (including but not limited to partnership, firm or corporation) which submits a bid in response to a Bid Solicitation. The term Bidder shall also include “offeror” and/or “contractor”.

**BID DOCUMENTS** Writings setting forth the scope, terms, conditions and technical specifications for a procurement of Product. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotation (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions which are incorporated by reference, e.g. Appendix A (*Standard Clauses for NYS Contracts*), Appendix B, (*General Specifications*). Where these General Specifications are incorporated in negotiated contracts which have not been competitively bid, the term “Bid Documents” shall be deemed to refer to the terms and conditions set forth in the negotiated contract.

**BID SOLICITATION** The notice or advertisement of an intent to purchase a specified Product by or on behalf of Authorized User(s).

**BID SPECIFICATION** A written description drafted by Essex County or an authorized user setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a commodity or construction item, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work. Where these *General Specifications* are incorporated in negotiated contracts which have not been competitively bid, the term “Bid Specifications” shall be deemed to refer to the terms and conditions set forth in the negotiated contract.

**CONTRACT** The writing(s) which contain the agreement of the Commissioner and the Bidder/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law.

**CONTRACT AWARD NOTIFICATION** An announcement to Authorized Users that a contract has been established.

**CONTRACTOR** Any successful Bidder(s) to whom a contract has been awarded by the Purchasing Agent. The term “Contractor” includes Licensors.

**COUNTY** Essex County, New York.

**EMERGENCY** An urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.

**ERROR CORRECTIONS** Machine executable software code furnished by Contractor which corrects the Product so as to conform to the applicable warranties, performance standards and/or obligations of the Contractor.

**GROUP** A classification of Product (commodities, services or technology).

**INVITATION FOR BIDS (IFB)** A type of Bid Document which is most typically used where requirements can be stated and award will be made to the lowest responsive bid submitted by the most responsible Bidder(s).

**LATE BID** For purposes of bid openings held and conducted by the Essex County Purchasing Agent, a bid not received in such place as may be designated on the Bid Specifications or in the Office of the Essex County Purchasing Agent, at or before the date and time established in the Bid Specifications for the bid opening.

**LETTER OF ACCEPTANCE** A letter to the successful Bidder(s) indicating acceptance of its bid in response to a solicitation. Unless otherwise specified, the issuance of a Letter of Acceptance forms a contract but is not an order for Product, and Contractor should not take any action with respect to actual contract deliveries except on the basis of Purchase Orders sent from Authorized User(s).

**LICENSED SOFTWARE** Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes ancillary products, error corrections, upgrades, enhancements or new releases, and any deliverables due under a maintenance or service contract (e.g. patches, fixes, PTFs, programs, code or data conversion, or custom programming).

**LICENSEE** The County, or one or more Agencies or Authorized Users who acquire Product from Contractor by execution of a license in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee" shall be deemed to refer separately to the individual Authorized User(s) on whose behalf the license was executed who took receipt of the Product, and who shall be solely responsible for performance and liabilities incurred.

**LICENSOR** A Contractor who transfers rights in proprietary Product to Authorized Users in accordance with the rights and obligations specified in the Contract.

**MULTIPLE AWARD** A determination and award of a contract in the discretion of the Purchasing Agent to more than one responsive and responsible Bidder who meets the requirements of a specification, where the multiple award is made on the grounds set forth in the Bid Document in order to satisfy multiple factors and needs of Authorized Users (e.g., complexity of items, various manufacturers, differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, geographic location or other pertinent factors).

**NEW PRODUCT RELEASES (Product Revisions)** Any commercially released revisions to the version of a Product as may be generally offered and available to Authorized Users. New releases involve a substantial revision of functionality from a previously released version of the Product.

**PROCUREMENT RECORD** Documentation by the Essex County Purchasing Agent of the decisions made and approach taken during the procurement process.

**PRODUCT** A deliverable under any Bid or Contract which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

**PURCHASE ORDER** The County's fiscal form or format which is used when making a purchase.

**REQUEST FOR PROPOSALS (RFP)** A type of Bid Document which is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the method of award is "best value", as defined by the County's Procurement Policy and New York Law.

**REQUEST FOR QUOTATION (RFQ)** A type of Bid Document which can be used when a formal bid opening is not required (e.g. discretionary, sole source, single source or emergency purchases).

**RESPONSIBLE BIDDER** A Bidder that is determined to have skill, judgment and integrity, and that is found to be competent, reliable, experienced and qualified financially, as determined by the Purchasing Agent.

**RESPONSIVE BIDDER** A Bidder meeting the specifications or requirements prescribed in the Bid Document or solicitation, as determined by the Purchasing Agent.

**SINGLE SOURCE** A procurement where two or more offerors can supply the required Product, and the Purchasing Agent may award the contract to one Bidder over the other.

**SOLE SOURCE** A procurement where only one offeror is capable of supplying the required Product.

### ***Bid Submission***

**7. BID LANGUAGE & CURRENCY** All offers (tenders), and all information and Product documentation required by the solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (\$ US). Any offers (tenders) submitted which do not meet the above criteria will be rejected.

**8. BID OPENING** Bids may, as applicable, be opened publicly. The Purchasing Agent reserves the right at anytime to postpone or cancel a scheduled bid opening.

**9. BID SUBMISSION** The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, material, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

All bids shall comply with the following:

**(a)** Bids are to be packaged, sealed and submitted to the location stated in the Bid Specifications. Bidders are solely responsible for timely delivery of their bids to the location set forth in the Bid Specifications prior to the stated bid opening date/time.

**(b)** A bid return envelope, if provided with the Bid Specifications, should be used with the bid sealed inside. If the bid response does not fit into the envelope, the bid envelope should be taped onto the outside of the sealed box or package with the bid inside. If using a commercial delivery company which requires use of their shipping package or envelope, Bidders sealed bid, labeled as detailed below, should be placed within the shippers sealed envelope to ensure that the bid is not prematurely opened. All bids must have a label on the outside of the package or shipping container outlining the following information:

**“BID ENCLOSED”** (bold print, all capitals)  
IFB or RFP Number  
Bid Submission date and time

In the event that a Bidder fails to provide such information on the return bid envelope or shipping material, the County reserves the right to open the shipping package or envelope to determine the proper bid number or Product group, and the date and time of bid opening. Bidder shall have no claim against the receiving entity arising from such opening and such opening shall not affect the validity of the bid or the procurement. Notwithstanding the County's right to open a bid to ascertain the foregoing information, Bidder assumes all risk of late delivery associated with the bid not being identified, packaged or labeled in accordance with the foregoing requirements.

**10. FACSIMILE SUBMISSIONS** Unless specifically authorized by the terms of the Bid Specifications,

facsimile bids ARE PROHIBITED AND SHALL NOT BE ACCEPTED. Where the bid specifications are silent as to the submission of bids by facsimile, no fax bids shall be permitted or accepted. Where specifically authorized, the following rules and conditions apply:

- (a) FAX number(s) indicated in the Bid Specifications must be used.
- (b) Access to the facsimile machine(s) is on a "first come, first serve" basis, and the Purchasing Agent bears no liability or responsibility and makes no guarantee whatsoever with respect to the Bidders access to such equipment at any specific time.
- (c) Bidders are solely responsible for submission and receipt of the entire facsimile bid by the Essex County Purchasing Agent prior to bid opening and must include on the first page of the transmission the total number of pages transmitted in the bid, including the cover page. Incomplete, ambiguous or unreadable transmissions in whole or in part may be rejected at the sole discretion of the Purchasing Agent.
- (d) Facsimile bids are fully governed by all conditions outlined in the Bid Documents and must be submitted on forms or in the format required in the Bid Specifications, including the executed signature page and acknowledgment.

**11. AUTHENTICATION OF FACSIMILE BIDS** The act of submitting a bid by facsimile transmission, when, as and if specifically authorized, including an executed signature page, shall be deemed a confirming act by Bidder which authenticates the signing of the bid.

**12. LATE BIDS** Any bid received at the specified location after the time specified will be considered a late bid. A late bid shall not be considered for award unless acceptance of the late bid is in the best interests of Essex County and either (a) no timely bids meeting the requirements of the Bid Documents are received, or (b) in the case of a multiple award, an insufficient number of timely bids were received to satisfy the multiple award. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of Essex County, shall not excuse late bid submissions. Otherwise, all late bids will not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.

**13. BID CONTENTS** Bids must be complete and legible. All bids must be signed. All information required by the Bid Specifications must be supplied by the Bidder on the forms or in the format specified in the Bid Specifications. No alteration, erasure or addition is to be made to the Bid Documents. Changes may be ignored by the Purchasing Agent or may be grounds for rejection of the bid. Changes, corrections and/or use of white-out in the bid or Bidders response portion of the Bid Document must be initialed by an authorized representative of the Bidder. Bidders are cautioned to verify their bids before submission, as amendments to bids or requests for withdrawal of bids received by the Purchasing Agent after the time specified for the bid opening, may not be considered. All lines must have an indication of bidders response whether it be "o", "N/A" or a dollar figure. All lines must be filled in to indicate bidder acknowledgment of the request. Bids that do not have all applicable lines filled in on bid sheet may be disqualified as a non-responsive bid. The Purchasing Agent shall not assume there is "no charge" when lines are left empty.

Bidders must submit with bid detailed specifications, circulars, warranties and all necessary data on items he proposes to furnish. This information must show clearly that the item offered meets all detailed specifications herein. The Purchasing Agent reserves the right to reject any bid if its compliance with the specifications is not clearly evident. If item offered differs from the provisions contained in these specifications such differences must be explained in detail, and bid will receive careful consideration if such deviations do not depart from the intent of these specifications and are to the best interests of Essex County as interpreted by the Purchasing Agent of Essex County.

It is the responsibility of the bidder to offer a product that meets the specifications of the manufacturer model as listed.

All stock electrical items must be listed and approved by Underwriters' Laboratories, Inc.

**14. EXTRANEIOUS TERMS** Bids must conform to the terms set forth in the Bid Documents, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the bid non-responsive and may result in rejection of the bid.

**Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) which are attached or referenced with the submission shall not be considered part of the bid, but shall be deemed included for informational or promotional purposes only.**

Only those extraneous terms which meet all the following requirements will be considered as having been submitted as part of the Bid:

- (a) Each proposed extraneous term (addition, counter-offer, deviation, or modification) must be specifically enumerated in a writing which is not part of a pre-printed form; and
- (b) The writing must identify the particular specification requirement (if any) which Bidder rejects or proposes to modify by inclusion of the extraneous term; and
- (c) The Bidder shall enumerate the proposed addition, counteroffer, modification or deviation from the Bid Document, and the reasons therefore.

No extraneous term(s), whether or not deemed "material," shall be incorporated into a contract unless the Purchasing Agent expressly accepts each such term(s) in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s).

**15. CONFIDENTIAL / TRADE SECRET MATERIALS** Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the *Freedom of Information Law* must request the exemption in writing, setting forth the reasons for the claimed exemption, at the time of submission. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

**16. PREVAILING WAGE RATES - Public Works and Building Services Contracts** If any portion of work being bid is subject to the prevailing wage rate provisions of Labor Law, the following shall apply:

**(a) "Public Works" and "Building Services" – Definitions**

**i. Public Works** *Labor Law* Article 8 applies to contracts for public improvement in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts). The State, a public benefit corporation, a municipal corporation (including a school district), or a commission appointed by law must be a party to the contract. The wage and hours provision applies to any work performed by contractor or subcontractors.

**ii. Building Services** *Labor Law* Article 9 applies to contracts for building service work over \$1,500 with a public agency, which 1) involve the care or maintenance of an existing building, or 2) involve the transportation of office furniture or equipment to or from such building, or 3) involve the transportation and delivery of fossil fuel to such building, and 4) the principal purpose of which is to furnish services through use of building service employees.

**(b) Prevailing Wage Rate Applicable to Bid Submissions** A copy of the applicable prevailing wage rates to be paid or provided are attached to this solicitation. Bidders must submit bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Where the Bid Documents require the Bidder to enumerate hourly wage rates in the bid, Bidders may not submit bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. **Bids which fail to comply with this requirement will be disqualified.**

**(c) Wage Rate Payments / Changes During Contract Term** The wages to be paid under any resulting contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the contract term that apply to the classes of individuals supplied by the contractor on any projects which result from this contract which are subject to the provisions of the *Labor Law*. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.

**(d) Public Posting & Certified Payroll Records** In compliance with Article 8, Section 220 of the *Labor Law*, as amended by Chapter 565 of the Laws of 1997:

**i. Posting** The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

**ii. Payroll Records** Contractors and sub-contractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

**iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only** Contractors and sub-contractors on public works projects must submit monthly payroll transcripts to Essex County which has prepared or directs the preparation of the plans and specifications for a public works project, as set forth in the Bid Specifications. For mini-bid solicitations, the payroll records must be submitted to the entity preparing the agency mini-bid project specification. For "agency specific" bids, the payroll records should be submitted to the entity issuing the purchase order. For all other Essex County procurement contracts, such records should be submitted to the individual agency issuing the purchase order(s) for the work. Upon mutual agreement of the Contractor and Essex County, the form of submission may be submitted in a specified disk format acceptable to the Department of Labor so long as: 1) the contractor/subcontractor retains the original records; and, (2) an original signed letter by a duly authorized individual of the contractor or subcontractor attesting to the truth and accuracy of the records accompanies the disk. **This provision does not apply to building services contracts.**

**iv. Records Retention** Contractors and subcontractors must preserve such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

**(e) Days Labor - Defined for Article 8, Public Works (For Purposes of Article 8 of the Labor Law)** No laborer, worker or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do all or part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such

restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the Essex County Purchasing Agent for the preservation of the contract site or for the protection of the life and limb of the persons using the contract site.

## **17. TAXES**

(a) Unless otherwise specified in the Bid Specifications or set forth in this clause, the quoted bid price includes all taxes applicable to the transaction.

(b) Purchases made by Essex County and certain non-County Authorized Users are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State Sales tax exemption, either the Purchase Order issued by a County Agency or the invoice forwarded to authorize payment for such items will be sufficient evidence that the sale by the Contractor was made to the County, an exempt organization under Section 1116 (a) (1) of the *Tax Law*. Non-County Authorized Users must offer their own proof of exemption where required. No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor. For tax free transactions under the Internal Revenue Code, the Essex County Registration Number is 14 6002889.

(c) Purchases by Authorized Users other than Essex County may be subject to such taxes, and in those instances the tax should be computed based on the bid price and added to the invoice submitted to such entity for payment.

**18. EXPENSES PRIOR TO AWARD** Essex County is not liable for any costs incurred by a Bidder in the preparation and production of a bid or for any work performed prior to contract award and/or issuance of an approved Purchase Order.

**19. ADVERTISING BID RESULTS** A Bidder in submitting a bid agrees not to use the results therefrom as a part of any commercial advertising without the prior written approval of the Purchasing Agent. In addition to any other sanctions or remedies available to it in law or equity, the Purchasing Agent may suspend from bidding on its requirements or terminate a contract of any Bidder/Contractor who violates the terms of this clause.

## **20. PRODUCT REFERENCES**

(a) **“Or Equal”** On all Bid Specifications the words “or equal” are understood to apply where a copyright brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Purchasing Agents decision as to acceptance of the Product as equal shall be final.

(b) **Discrepancies in References** In the event of a discrepancy between the model number referenced in the Bid Specifications and the written description of the Products therein which cannot be reconciled, with respect to such discrepancy, then the written description shall prevail.

**21. RECYCLED OR RECOVERED MATERIALS** Upon the conditions specified in the Bid Specifications and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements or in the Bid



Specifications. Where such use is not practical, suitable, or permitted by the Bid Specifications, Contractor shall deliver new materials in accordance with the "Warranties & Guaranties" set forth below.

Refurbished or remanufactured components or items may only be accepted at the discretion of the Purchasing Agent, or upon the conditions set forth in the Bid Specifications.

Items with recycled, recovered, refurbished or remanufactured content must be identified in the bid or will be deemed new Product.

**22. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS** Bids offering Products which are manufactured or produced in public institutions will be rejected.

## **23. PRICING**

**(a) Unit Pricing** If required by the Bid Specifications, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item, in the bid. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Purchasing Agent, such unit pricing is obviously erroneous.

**(b) Net Pricing** Prices must be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination(s) indicated in the Bid Specifications, subject only to the cash discount. If the award is to be made on another basis, transportation and other charges must be prepaid by the Contractor and added to the invoice as a separate item, unless otherwise required in the Bid Specifications.

**(c) "No Charge" Bid** When bids are requested on a number of Products as a group or Lot, a Bidder desiring to bid "no charge" on a Product in the grouping or Lot must clearly indicate such. Otherwise, such bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Purchasing Agent.

If a price is written in numbers and alpha, the alpha will govern.

Prices shall be net FOB any point in Essex County, New York. Price quoted shall include all delivery costs. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted by the County.

## **24. DRAWINGS**

**(a) Drawings Submitted With Bid** When the Bid Specifications require the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Bid Documents and shall, when approved by the Purchasing Agent, be considered a part of the bid and of any resulting contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.

**(b) Drawings Submitted During the Contract Term** Where required by the Bid Specifications to develop, maintain and deliver diagrams or other technical schematics regarding the scope of work, Contractor shall be required to develop, maintain, deliver and update such drawings on an ongoing basis at no additional charge. Contractor shall be responsible for updating drawings and plans during the contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to the Authorized

Users representative as required by the Bid Specifications. Where required, Contractor shall furnish to Authorized User in a timely manner the required drawings representing the then current, "as modified" condition of all product included in the scope of work.

**(c) Accuracy of Drawings Submitted** All drawings shall be neat and professional in manner and shall be clearly labeled as to locations and type of product, connections and components. Drawings and diagrams are to be in compliance with accepted drafting standards. Acceptance or approval of such plans shall not relieve the Contractor from responsibility for design or other errors of any sort in the drawings or plans, or from its responsibility for performing as required, furnishing product, services or installation, or carrying out any other requirements of the intended scope of work.

**25. SITE INSPECTION** Where Bidder is required by the Bid Specifications to deliver or install Product, or to service installed product(s) or equipment, Bidder shall be given an opportunity and shall be required to inspect the site prior to submission of the Bid, including environmental or other conditions or pre-existing deficiencies in the installed product, equipment or environment, which may affect Bidders ability to deliver, install or otherwise provide the required product. All inquiries regarding such conditions may only be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions which such inspection or inquiry might have disclosed, and to have included the costs of repair in its bid. Bidder must provide a detailed explanation of work intended to be performed under this clause. Bidder shall be required to remedy any pre-existing deficiencies or conditions at the commencement of the contract term. Reimbursement for the cost of repairing the conditions or deficiencies shall be separately enumerated in the bid.

## **26. SAMPLES**

**(a) Standard Samples** Bid Specifications may indicate that the Product to be purchased must be equal to a standard sample on display in a place designated by the Purchasing Agent and such sample will be made available to the Bidder for examination prior to the opening date. Failure by the Bidder to examine such sample shall not entitle the Bidder to any relief from the conditions imposed by the Bid Documents.

**(b) Bidder Supplied Samples** The Purchasing Agent reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidders name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate bid or Essex County contract reference.

A sample may be held by the Purchasing Agent during the entire term of the contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the Bidder, at the Bidders expense and risk. Where the Bidder has failed to fully instruct the Purchasing Agent as to the return of the sample (i.e. mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

**(c) Enhanced Samples** When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractors default, the Purchasing Agent may procure a commodity substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

**(d) Conformance with Sample(s)** Submission of a sample (whether or not such sample is tested by, or for, the Purchasing Agent) and approval thereof shall not relieve the Contractor from full compliance with all conditions and terms, performance related and otherwise, specified in the Bid Documents. If in the judgment of the Purchasing Agent the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid Documents, the Purchasing Agent may reject the bid. If an award has been made, the Purchasing Agent may cancel the contract at the expense of the Contractor.

**(e) Testing** All samples are subject to tests in the manner and place designated by the Purchasing Agent, either prior to or after contract award. Unless otherwise stated in the Bid Specifications, Bidder Samples consumed or rendered useless by testing will not be returned to the Bidder.

**27. ADDENDA / INTERPRETATION** No verbal interpretation of the intent of any of the specifications or other Contract Documents will be made before receipt of bids. Requests for interpretations prior to receipt of bids must be presented, in writing, to the Purchasing Agent, 100 Court Street, P.O. Box 217, Elizabethtown, NY 12932, and to be given consideration must be received by the Purchasing Agent at least seven (7) days prior to the date set for the opening of bids.

Any interpretation, and any additional information or instruction will, if issued, be in the form of a written Addendum or Addenda sent to all holders of Contract Documents at the addresses furnished therefor, at least five (5) days prior to the date of the opening of bids.

Failure of any bidder to receive any Addenda 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.

### ***Bid Evaluation***

**28. BID EVALUATION** The Purchasing Agent reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Purchasing Agent determines the best interests of the County will be served. The Purchasing Agent, in his/her sole discretion, may accept or reject illegible, incomplete or vague bids and his/her decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the Bidders conditional or revocable terms in the offer.

Where a bidder is requested to submit a bid on individual items and/or on a total sum or sums, the right is reserved to award bids on individual items or on total sums. The County reserves the right to award in whole or in part based on the lowest responsible bid.

The following three items will automatically render a bid unacceptable to Essex County:

- a. Failure to sign bid proposal page.
- b. Failure to include necessary bid deposit (as required).
- c. Failure to sign and submit non-collusive bidding certificate.

It shall be fully understood that any deviations from the inclusion of the above items will be grounds to see the bid as non-compliant and will not be considered for award.

The Purchasing Agent reserves the right to reject such bids, as in his opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids. One in which the amount bid for one or more separate items is substantially out of line with the current market prices for the materials and/or work covered thereby.

**29. CONDITIONAL BID** Unless the Bid Specifications provides otherwise, a bid is not rendered non-responsive if the Bidder specifies that the award will be accepted only on all or a specified group of items or Product included in the specification. It is understood that nothing herein shall be deemed to change or alter the method of award contained in the Bid Documents.

**30. CLARIFICATIONS / REVISIONS** Prior to award, the Purchasing Agent reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all Bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

**31. PROMPT PAYMENT DISCOUNTS** While prompt payment discounts will not be considered in determining the low bid, the Purchasing Agent may consider any prompt payment discount in resolving bids which are otherwise tied. However, any notation indicating that the price is net, (e.g. net 30 days), shall be understood to mean only that no prompt payment discount is offered by the Bidder. The imposition of service, interest, or other charges, except pursuant to the provisions of Article 11\_A of the *State Finance Law*, which are applicable in any case, may render the bid non-responsive and may be cause for its rejection.

**32. EQUIVALENT OR IDENTICAL BIDS** In the event two offers are found to be substantially equivalent, price shall be the basis for determining the award recipient. If two or more Bidders submit substantially equivalent bids as to pricing or other factors, the decision of the Purchasing Agent to award a contract to one or more of such Bidders shall be final.

**33. PERFORMANCE QUALIFICATIONS** The Purchasing Agent reserves the right to investigate or inspect at any time whether or not the Product, qualifications or facilities offered by the Bidder/Contractor meet the requirements set forth in the Bid Documents. Contractor shall at all times during the contract term remain responsible and responsive. A Bidder/Contractor must be prepared, if requested by the Purchasing Agent, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production, distribution and servicing of the Product bid. If the Purchasing Agent determines that the conditions and terms of the Bid Documents or Contract are not complied with, or that items or Product proposed to be furnished do not meet the specified requirements, or that the qualifications, financial standing or facilities are not satisfactory, or that performance is untimely, the Purchasing Agent may reject such bid or terminate the contract. Nothing in the foregoing shall mean or imply that it is obligatory upon the Purchasing Agent to make an investigation either before or after award of a contract, but should such investigation be made, it in no way relieves the Bidder/Contractor from fulfilling all requirements and conditions of the contract.

**34. DISQUALIFICATION FOR PAST PERFORMANCE** Bidder may be disqualified from receiving awards if Bidder, or anyone in Bidders employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.

**35. QUANTITY CHANGES PRIOR TO AWARD** The Purchasing Agent reserves the right, at any time prior to the award of a specific quantity contract, to alter in good faith the quantities listed in the Bid Specifications to conform with requirements. In the event such right is exercised, the lowest responsible Bidder meeting specifications will be advised of the revised requirements and afforded an opportunity to extend or reduce its bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its bid price may result in the rejection of its bid and the award of such contract to the lowest responsible Bidder who accepts the revised requirements.

**36. RELEASE OF BID EVALUATION MATERIALS** Requests concerning the evaluation of bids may be submitted under the *Freedom of Information Law*. Information, other than the Bid Tabulation, shall be released as required by law after contract award. Written requests should be directed to the Purchasing Agent.

**37. TIME FRAME FOR OFFERS** The Purchasing Agent reserves the right to make awards within sixty (60) days after the date of the bid opening, during which period, bids must remain firm and cannot be withdrawn. If, however, an award is not made within the sixty (60) day period, bids shall remain firm until such later time as either a contract is awarded or the Bidder delivers to the Purchasing Agent written notice of the withdrawal of its bid. Any bid which expressly states therein that acceptance must be made within a shorter specified time, may at the sole discretion of the Purchasing Agent, be accepted or rejected.

## **TERMS & CONDITIONS**

**38. CONTRACT CREATION / EXECUTION** Except as may be otherwise provided by law or by the Purchasing Agent, upon receipt of all required approvals a Contract shall be deemed executed and created with the successful Bidder(s) upon the Purchasing Agent's mailing or electronic communication to the address on the bid of (a) a Letter of Acceptance, (b) a fully executed contract, or (c) a Purchase Order authorized by the Purchasing Agent.

**39. COMPLIANCE WITH LAWS, ETC.** The Bidder shall comply with all the provisions of the laws of the State of New York and of the United States of America which affect municipalities and municipal contracts, and any and all State and Federal rules and regulation, and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein. The Bidder's special attention is called to the following laws: *General Municipal Law* Section 1-03-d, *State Finance Law* Section 167-b prohibiting the purchase of tropical hardwood products, and the New York State Public Employee Safety & Health Act of 1980.

**40. MODIFICATION OF TERMS** The terms and conditions set forth in the Contract shall govern all transactions by Authorized User(s) under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Purchasing Agent and Contractor.

The Contractor may, however, offer Authorized User(s) more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Authorized User(s) and Purchasing Agent by the Contractor.

Other than where such terms are more advantageous for the Authorized User(s) than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against Authorized User(s) unless authorized by the Purchasing Agent or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, purchase orders or other documents forwarded by the Contractor for payment, notwithstanding Authorized Users subsequent acceptance of Product, or that Authorized User has subsequently processed such document for approval or payment.

**41. SCOPE CHANGES** The Purchasing Agent reserves the right, unilaterally, to require, by written order, changes by altering, adding to or deducting from the contract specifications, such changes to be within the general scope of the contract. The Purchasing Agent may make an equitable adjustment in the contract price or delivery date if the change affects the cost or time of performance.

With respect to any specific quantity stated in the contract, the Purchasing Agent reserves the right after award to order up to 20% more or less (rounded to the next highest whole number) than the specific quantities called for in the contract. Notwithstanding the foregoing, the Purchasing Agent may purchase greater or lesser percentages of contract quantities should the Purchasing Agent and Contractor so agree.

**42. ESTIMATED QUANTITY CONTRACTS** Estimated quantity contracts are expressly agreed and

understood to be made for only the quantities, if any, actually ordered during the contract term. No guarantee of any estimated quantity(s) is implied or given. Unless otherwise set forth in the Bid Specifications, contracts for services and technology are completely voluntary as to use, and therefore no quantities are guaranteed.

**43. BEST PRICING OFFER** During the contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this contract vehicle upon the same or similar terms and conditions as that of this contract at a lower price, the price under this contract shall be immediately reduced to the lower price.

**44. PURCHASE ORDERS** Unless otherwise authorized in writing by the Purchasing Agent, no Products are to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authorized User requiring the Product. Unless terminated or canceled pursuant to the authority vested in the Purchasing Agent, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail or electronically transmitted prior to the termination of the contract period, addressed to the Contractor at the address set forth in the Contract for receipt of orders, or in the Contract Award Notification.

All Purchase Orders issued pursuant to contracts let by the Purchasing Agent must bear the appropriate contract number and, if necessary, required State approvals. Unless otherwise specified, all Purchase Orders against centralized contracts will be placed by Authorized Users directly with the Contractor and any discrepancy between the terms stated on the vendors order form, confirmation or acknowledgment, and the contract terms shall be resolved in favor of the terms most favorable to the Authorized User.

If, with respect to an agency specific contract, a Purchase Order is not received within two weeks after the issuance of a Contract Award Notification, it is the responsibility of the Contractor to request in writing that the appropriate Authorized User forward a Purchase Order. If, thereafter, a Purchase Order is not received within a reasonable period of time, the Contractor shall promptly notify the appropriate purchasing officer in Essex County. Failure to timely notify such officer may, in the discretion of the Purchasing Agent and without cost to the State, result in the canceling of such requirement by the Purchasing Agent with, at the Purchasing Agents discretion, a corresponding reduction in the contract quantity and price.

**45. PRODUCT DELIVERY** It shall be understood that with respect to contract deliveries, time is of the essence. Delivery must be made as ordered and in accordance with the terms of the contract. Unless otherwise specified in the Bid Specifications, delivery shall be made within thirty calendar days after receipt of a purchase order by the Contractor. The decision of the Purchasing Agent as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Purchasing Agent and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of the time for delivery must be requested in writing by the Contractor and approved in writing by the Purchasing Agent. Failure to meet such time schedule may be grounds for cancellation of the order or, in the Purchasing Agents discretion, the Contract.

The County must be notified twenty-four (24) hours in advance of delivery. The County reserves the right to deny acceptance of delivery if this notice is not given, at no cost to the County.

The successful bidder shall be responsible for delivery of items in good condition at point of destination, and shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The Purchasing Agent will note for the benefit of successful bidder when packages are not received in good condition. Carton shall be labeled with purchase order or contract number, successful bidders name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the Purchasing Agent. The successful bidder will be required to furnish proof of delivery in every instance.

Unloading and placing of equipment and furniture is the responsibility of the successful bidder, and the County accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the County, and suppliers should notify their truckers accordingly.

All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Contract Number and/or Purchase Order Number  
Name of Article  
Item Number (if applicable)  
Quantity  
Name of the Successful Bidder

**46. SATURDAY & HOLIDAY DELIVERIES** Unless otherwise specified in the Bid Specifications or by an Authorized User, deliveries will not be scheduled for Saturdays, Sundays or legal holidays observed by the State of New York except of Product for daily consumption or where an emergency exists or the delivery is a replacement or is late, in which event the convenience of the Authorized User shall govern.

#### **47. SHIPPING / RECEIPT OF PRODUCT**

(a) **Packaging** Tangible Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases or other types of containers. The container shall become and remain the property of the receiving entity unless otherwise specified in the contract documents.

(b) **Shipping Charges** Contractor shall be responsible for insuring that the Bill of Lading states "charges prepaid" for all shipments. Unless otherwise stated in the Bid Specifications, all deliveries shall be deemed to be FOB Destination tailgate delivery at the dock of the Authorized User. Unless otherwise agreed, items purchased at a price F.O.B. Shipping point plus transportation charges are understood to not relieve the contractor from responsibility for safe and proper delivery notwithstanding the Authorized Users payment of transportation charges.

(c) **Receipt of Product** The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of the Authorized User. Any losses resulting from the Contractors failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor.

**48. TITLE AND RISK OF LOSS** Notwithstanding the form of shipment, title and risk of loss shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Bid Specifications. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g. signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product which is substandard or does not comply with the Contract terms, may be rejected or accepted on an adjusted price basis, as determined by the Purchasing Agent.

**49. RE-WEIGHING PRODUCT** Deliveries are subject to re-weighing at the point of destination by the receiving entity. If shrinkage occurs which exceeds that normally allowable in the trade, the receiving

entity shall have the option to require delivery of the difference in quantity, or to reduce the payment accordingly.

**50. PRODUCT SUBSTITUTION** In the event a specified manufacturers Product listed in the Contractors Bid becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Force Majeure Clause below) a Product deemed by the Purchasing Agent to be the equal or better of the specified commodity or service must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of Product prior to the Purchasing Agents approval may be cause for cancellation of contract.

**51. REJECTED PRODUCT** When Products are rejected, they must be removed by the Contractor from the premises of the receiving entity within ten days of notification of rejection by Authorized User. Upon rejection notification, risk of loss of rejected or non-conforming Product shall remain on Contractor. Rejected items not removed by the Contractor within ten days of notification shall be regarded as abandoned by the Contractor, and the Authorized User shall have the right to dispose of the items as its own property. The Contractor shall promptly reimburse the Authorized User for any and all costs and expenses incurred in storage or effecting removal or disposition.

**52. INSTALLATION** Where installation is required, Bidder shall be responsible for placing and installing the equipment in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects which would mar the appearance of the equipment or render it structurally unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or replace the Product in the proper location. The Contractor shall protect the site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or site to its original condition. Work shall be performed so as to cause the least inconvenience to the Authorized User(s) and with proper consideration for the rights of other contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

**53. REPAIRED OR REPLACED PRODUCT / COMPONENTS** Where the Contractor is required to repair, replace or substitute Product or components under the Contract, the repaired, replaced or substituted Product shall be subject to all terms and conditions for new Product set forth in the contract, including product warranties.

**54. ON-SITE STORAGE** Materials, equipment or supplies may be stored at the County/s or Authorized User's site at the Contractors sole risk and only with the approval of, as the case may be, the County or the Authorized User.

**55. EMPLOYEES / SUBCONTRACTORS / AGENTS** All employees, subcontractors or agents performing work under the contract must be trained technicians who meet or exceed the technical and training qualifications set forth in the Bid Specifications or the Bid, whichever is greater, and must comply with all rules and requirements of the Contract. The Purchasing Agent reserves the right to conduct a security background check or otherwise approve any employee or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause, including but not limited to, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized Users security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the contract terms. The Purchasing Agent reserves the right to reject and/or bar from the facility for cause any employee, subcontractor, or agents of the Contractor.



**56. ASSIGNMENT / SUBCONTRACTORS** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any other person, company, firm or corporation in performance of the contract, other than the assignment of the right to receive moneys due, without the prior written consent of Essex County. Prior to an assignment of the right to receive moneys becoming effective, Contractor shall file a written notice of such assignment simultaneously with Essex County and participating Authorized User(s).

The Purchasing Agent reserves the right to reject any proposed subcontractor, assignee or supplier for bona fide business reasons, which may include, but are not limited to: that the proposed transferee is on the Department of Labors list of companies with which New York State cannot do business; the Purchasing Agent determines that the company is not qualified; unsatisfactory contract performance or service has been previously provided; or attempts were not made to solicit minority and womens business enterprises (M/WBE) bidders for the subcontract.

**57. PERFORMANCE / BID BOND** Essex County reserves the right to require the Bidder/Contractor to furnish without additional cost, a performance, payment or bid bond or negotiable irrevocable letter of credit or other form of security for the faithful performance of the contract, whenever the Purchasing Agent in his/her sole discretion deems such bond or security to be in Essex County's best interest. Where required, such bond or other security shall be in the form prescribed by the Purchasing Agent.

#### **58. STOP / SUSPENSION OF WORK**

(a) **Stop Work Order** The Purchasing Agent reserves the right to stop the work covered by this contract at any time that the successful Contractor becomes unable or incapable of performing the work or meeting any requirements or qualifications set forth in the contract. In the event of such stopping, the Purchasing Agent shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful Contractor shall be liable for any such cost on account thereof.

(b) **Suspension of Work Order** The Purchasing Agent, in his/her sole discretion, reserves the right to suspend any or all activities under this contract, at anytime, in the best interests of the State or Issuing Entity. In the event of such suspension, the contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on County spending, declaration of emergency, or other such circumstances. Upon issuance of such suspension of work, the Contractor is not to accept any purchase orders, as specified in the Suspension Order. Activity may resume at such time as the Purchasing Agent issues a formal written notice authorizing a resumption of work.

**59. CANCELLATION** A contract may be canceled by the Purchasing Agent, and/or an Authorized User may cancel its participation, license or service order under the contract, at the Contractors expense upon non-performance, or upon a determination that Contractor is non-responsive, or non-responsible.

**60. FORCE MAJEURE** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor negligence of the Contractor, its officers, employees or agents contributed to such delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires or floods, or other similar cause beyond the control of the Contractor, or for any of the foregoing which affect subcontractors or suppliers and no alternate source of supply is available to the Contractor. In such event, Contractor shall notify the Purchasing Agent, by certified or registered mail, of the delay or potential delay and the cause(s) thereof either (a) within ten (10) calendar days after the cause which creates or will create the delay first arose if the Contractor could reasonably foresee that a delay could occur by reason thereof, or (b), if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe a delay could result. The foregoing shall constitute the Contractors sole remedy or excuse with respect to such delay. In the

event performance is suspended or delayed, in whole or in part, by reason of any of the aforesaid causes or occurrences and proper notification is given the Purchasing Agent, any performance so suspended or delayed shall be performed by the Contractor at no increased cost, promptly after such disabilities have ceased to exist unless it is determined in the sole discretion of the Purchasing Agent that the delay will significantly impair the value of the contract to the County or to Authorized Users, whereupon the Purchasing Agent may:

- (a) Accept allocated performance or deliveries from the Contractor. The Contractor, however, hereby agrees to grant preferential treatment to County Agencies with respect to Product subjected to allocation; and/or
- (b) Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the contract quantity; or
- (c) Terminate the contract or the portion thereof which is subject to delivery delays, and thereby discharge any unexecuted portion of the contract or the relative part thereof.

**61. CONTRACT BILLINGS** Contractor shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billings for Agencies must contain all information required by the County Treasurer and/or Auditor. The County Treasurer shall render payment for Agency purchases, and such payment shall be made in accordance with ordinary County procedures and practices. Payment of contract purchases made by Authorized Users other than Agencies shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User.

Submission of an invoice and payment thereof shall not preclude the Purchasing Agent from reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the bid and award documents.

**62. DEFAULT - AUTHORIZED USER** An Authorized Users breach shall not be deemed a breach of the centralized contract. In the event a participating Authorized User fails to make payment to the Contractor for Products delivered, accepted and properly invoiced, within 60 days of such delivery and acceptance, the Contractor may, upon 10 days advance written notice to both the Purchasing Agent and the Authorized Users purchasing official, suspend additional shipments of Product or provision of services to such entity until such time as reasonable arrangements have been made and assurances given by such entity for current and future contract payments.

Notwithstanding the foregoing, the Contractor shall, at least 10 days prior to declaring a breach of contract by any Authorized User, by certified or registered mail, notify both the Purchasing Agent and the purchasing official of the breaching Authorized User of the specific facts, circumstances and grounds upon which a breach will be declared. It is understood, however, that if the Contractors basis for declaring a breach is insufficient, the Contractors declaration of breach and failure to service an Authorized User shall constitute a breach of its contract and the County or Authorized User may thereafter utilize any remedy available at law or equity.

### **63. INTEREST ON LATE PAYMENTS**

- (a) **County Agencies** The payment of interest on certain payments due and owed by a County agency may be made in accordance with Section 3-a of the *General Municipal Law* at the rate of three percent (3%) per annum.
- (b) **By Non-County Agencies** The terms of Article 11-A apply only to procurements by and the consequent payment obligations of the County. Neither expressly nor by any implication is the County responsible for payments on any purchases made by a Non-County Agency

Authorized User.

(c) **By Contractor** Should the Contractor be liable for any payments to the County hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the *State Finance Law* to the same extent as though the contract was with the State of New York rather than the County.

**64. REMEDIES FOR BREACH** It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:

(a) **Cover / Substitute Performance** Upon the failure of the Contractor to properly perform within the time specified, failure to provide acceptable service, to make immediate replacement of rejected Product when so requested, or upon the revocation of the Contract by the Purchasing Agent for cause, or upon repudiation of the contract by the Contractor, the Purchasing Agent may, with or without formally bidding same:

i. Purchase from other sources to replace the Product rejected, revoked, not timely delivered or repudiated; or

ii. If after making reasonable attempts, under the circumstances then existing, to timely provide acceptable service or acquire replacement product of equal or comparable quality, the Purchasing Agent is unsuccessful, the Purchasing Agent may acquire acceptable service or replacement product of lesser or greater quality.

Such purchases may, in the discretion of the Purchasing Agent, be deducted from the contract quantity.

(b) **Withhold Payment** In any case where a question of non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Purchasing Agent. Should the amount withheld be finally paid, a cash discount originally offered may be taken as if no delay in payment had occurred.

(c) **Reimbursement of Costs Incurred** The Contractor agrees to reimburse the County and/or Authorized User promptly for any and all additional costs and expenses incurred for acquiring acceptable services, and/or replacement Product. Should the cost of cover be less than the contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses expended or incurred by the County or Authorized User in connection therewith, including reasonable attorneys fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the contract, the Purchasing Agent may authorize an ordering Authorized User to rent substitute equipment temporarily. Any sums expended for such rental shall, upon demand, be reimbursed to the Authorized User promptly by the Contractor or deducted by the Authorized User from payments due or to become due the Contractor on the same or another transaction.

(d) **Deduction / Credit** Sums due as a result of these remedies may be deducted or offset by the County or Authorized User from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the County or Authorized User the amount of such claim or portion of the claim still outstanding, on demand. The Purchasing Agent reserves the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc. which arise from the administration of the contract.

**65. ASSIGNMENT OF CLAIM** Contractor hereby assigns to the County any and all its claims for overcharges associated with this contract which may arise under the antitrust laws of the United States, 15 U.S.C. Section 1, *et seq.* and the antitrust laws of the State of New York, *General Business Law* Section 340, *et seq.*

**66. TOXIC SUBSTANCES** Each Contractor furnishing a toxic substance as defined by Section 875 of the *Labor Law*, shall provide such Authorized User with not less than two copies of a material safety data sheet, which sheet shall include for each such substance the information outlined in Section 876 of the *Labor Law*.

Before any chemical product is used or applied on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the user agency representative.

**67. INDEPENDENT CONTRACTOR** It is understood and agreed that the legal status of the Contractor, its agents, officers and employees under this Contract is that of an independent contractor, and in no manner shall they be deemed employees of the County or Authorized User, and therefore are not entitled to any of the benefits associated with such employment. The Contractor agrees, during the term of this contract, to maintain at Contractors expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including workers compensation, disability and unemployment insurance, and to provide the Authorized User with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state and local taxes, and all FICA contributions.

**68. SECURITY / CONFIDENTIALITY** Contractor warrants, covenants and represents that it will comply fully with all security procedures of the County and any Authorized User(s) in performance of the Contract.

Contractor further warrants, covenants and represents that any confidential information obtained by Contractor, its agents, subcontractors, officers, or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the County or any Authorized User hereunder or received from another third party, will not be divulged to any third parties. Contractor shall not be required to keep confidential any such confidential material which is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information of the County or Authorized User, or otherwise obtained under the Freedom of Information Act or other applicable New York State Laws and Regulations. This warranty shall survive termination of this Contract for a period of five (5) years. Contractor further agrees to take appropriate steps to instruct its personnel, agents, officers and any subcontractors regarding the obligations arising under this clause to insure such confidentiality.

**69. COOPERATION WITH THIRD PARTIES** The Contractor shall be responsible for fully cooperating with any third party agents, including but not limited to subcontractors of the Authorized User, relating to delivery of product or coordination of services.

**70. CONTRACT TERM - EXTENSION** In addition to any stated renewal periods in the Contract, any contract or unit portion thereof let by the Purchasing Agent may be extended by the Purchasing Agent for an additional period(s) of up to one year (cumulatively) with the written concurrence of the Contractor.

**71. WARRANTIES & GUARANTEES** Contractor hereby warrants and guarantees:

- (a) To fully defend, indemnify and save harmless the County, Authorized Users and their respective officers, agents and employees from suits, actions, damages and costs of every name and description arising out of the acts or omissions of Contractor, its officers, employees,

subcontractors, partners, or agents, in any performance under this contract including: i) personal injury, damage to real or personal tangible or intangible property, without limitation; ii) negligence, either active or passive, without limitation, or iii) infringement of any law or of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or other third party intellectual proprietary rights, without limitation, provided that the County or Authorized User shall give Contractor: (a) prompt written notice of any action, claim or threat of infringement suit, or other suit, promptness of which shall be established by Authorized User upon the furnishing of written notice and verified receipt, (b) the opportunity to take over, settle or defend such action, claim or suit at Bidders sole expense, and (c) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the County or Authorized User may require Bidder/Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Purchasing Agent shall require.

**(b)** Contractor warrants full ownership, clear title free of all liens, or perpetual license rights to any Products transferred to Authorized User under this Contract, and Contractor shall be solely liable for any costs of acquisition associated therewith without limitation. Contractor warrants that Authorized User will have undisturbed, peaceful use of the Products, including, without limitation, software, object or source codes, custom programming or third party intellectual property rights incorporated or embedded therein, and training modules or Documentation. Contractor fully indemnifies the County and Authorized User for any loss, damages or actions arising from a breach of said warranty without limitation.

**(c)** To pay, at its sole expense, all applicable permits, licenses, tariffs, tolls and fees and give all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the contract.

**(d)** Unless recycled or recovered materials are available in accordance with the "Recycled & Recovered Materials" clause, Product offered shall be standard new equipment, current model of regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturers recommendations and standard practice. Every Product, including any substituted or replacement unit delivered, must be guaranteed against faulty material and workmanship for a period of one year from and after the date the unit is accepted unless otherwise specified by the County or Authorized User. Notwithstanding the foregoing, when the manufacturers standard guarantee for Product or any component thereof exceeds one year, the longer guarantee period shall apply to such unit or component thereof delivered under this contract. Furthermore, the Contractor agrees to extend its warranty period with regard to any Product delivered by the cumulative periods of time, after notification, during which the Product requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers or employees. If during the regular or extended warranty periods faults develop, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred to repair or replace defective goods during the warranty periods shall be borne solely by the Contractor, and the County or Authorized User shall in no event be liable or responsible therefore. This warranty shall survive any termination of the contract in accordance with the warranty term.

**(e)** Where the provision of services requires the replacement or repair of Product, any replaced or repaired component, part or Product shall be new and shall, if available, be replaced by the original manufacturers component, part or Product. All proposed substitutes for the original manufacturers installed Product must be approved by the Authorized User before installation. The Product or part shall be equal to or of better quality than the original Product being replaced. Any Product replaced by the Contractor under the contract shall be guaranteed for one (1) year from the date of replacement and replaced at no cost to the Authorized User if found defective during that time.

(f) Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Purchasing Agent that it meets or exceeds all requirements of the bid and any applicable laws, including but not limited to, permits, insurance coverage, licensing, proof of coverage for workman's compensation, and shall provide such proof as required by the Purchasing Agent. Failure to do so may constitute grounds for the County to cancel or suspend this contract, in whole or in part, or to take any other action deemed necessary by the Purchasing Agent.

The Contractor further warrants and guarantees:

- i. His/Her/Its products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
- ii. To furnish adequate protection from damage for all work and repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.
- iii. To carry adequate insurance to protect the County from loss in case of accident, fire, theft, etc.
- iv. That all deliveries will be equal to the accepted bid sample.
- v. That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the County. Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the County.
- vi. That all manufacturers product warranties and guarantees shall be furnished to the County, and that the County's rights thereunder shall not be in any way impaired or limited.

**72. YEAR 2000 WARRANTY** The following Year 2000 warranty applies to procurements of:

- A) Product**, including: i) equipment incorporating embedded software or other technology (e.g. copiers, elevators, security systems), ii) software, or iii) other technology; or
- B) Services** including: i) consulting, integration, code or data conversion ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing).

This Year 2000 Warranty shall survive beyond termination or expiration of the Contract through: a) one year, b) December 31, 2000, or c) the Contractor or Third Party Manufacturers stated Year 2000 warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

**(a) Definitions** For purposes of this warranty, the following definitions shall apply:

- i. **"Product"** shall include, without limitation: any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal

components or subroutines therein which perform any date/time data recognition function, calculation, comparing or sequencing. Where services are furnished (e.g., maintenance, consulting, systems integration, code or data conversion, data entry) the term "Product" shall include resulting deliverables.

ii. **"Contractors Product"** shall include all Product delivered under this Contract by Contractor other than Third Party Products.

iii. **"Third Party Product"** shall include product manufactured or developed by a corporate entity independent from Contractor and provided by Contractor on a non-exclusive licensing or other distribution agreement with the third party manufacturer. "Third Party Product" does not include product where Contractor is: (a) a corporate subsidiary or affiliate of the third party manufacturer/developer; and/or (b) the exclusive re-seller or distributor of product manufactured or developed by said corporate entity.

(b) **Warranty Disclosure** At the time of bid for individual or agency specific contracts, or at the time of ordering Product or Product quote for Essex County centralized contracts, Contractor must disclose in writing to Authorized User:

i. **For Contractor Product and Products (including, but not limited to, Contractor and/or Third Party Products and/or Authorized Users Installed Products) which have been specified to perform as a system:** Compliance or non-compliance of the Products individually and as a system with the Warranty set forth below; and

ii. **For Third Party Product not specified to perform as part of a system:** compliance on the grounds that the Contractor has passed-through the third party manufacturer Year 2000 Warranty or non-compliance based upon the fact that a) Contractor indicates that they can not pass through the third party manufacturers Year 2000 Warranty or b) there is no third party manufacturers Year 2000 Warranty to pass through.

**NOTE: AN ABSENCE OR FAILURE TO FURNISH THE REQUIRED WRITTEN WARRANTY DISCLOSURE SHALL BE DEEMED A STATEMENT OF COMPLIANCE BY THE CONTRACTOR OF THE PRODUCT(S) OR SYSTEM(S) IN QUESTION WITH THE YEAR 2000 WARRANTY STATEMENT SET FORTH BELOW.**

(c) **Year 2000 Warranty** Year 2000 Warranty "compliance" shall be defined in accordance with the following warranty statement:

**Warranty Statement:** Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations. Where a purchase requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

In the event of any breach of this warranty, Contractor shall restore the Product to the same level of performance as warranted herein, or repair or replace the Product with conforming Product so as to minimize interruption to Authorized Users ongoing business processes, time being of the essence, at Contractors sole cost and expense. This warranty does not extend to correction of Authorized Users errors in data entry or data conversion.

(d) **YEAR 2000 Warranty on Services** Where Contractor is providing ongoing services,

including but not limited to: i) consulting, integration, code or data conversion ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), in addition to the foregoing Year 2000 warranty on service deliverables, Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractors business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

## **GENERAL**

**73. APPLICABILITY** In addition to the terms contained in **Part I (General - All Procurements)**, the terms contained in **Part II (Software & Technology Procurements)** apply to software and technology procurements.

## **74. DEFINITIONS - Part II**

**DOCUMENTATION** The complete set of manuals (e.g. user, installation, instruction or diagnostic manuals) in either hard or electronic copy, necessary to enable an Authorized User to properly test, install, operate and enjoy full use of the Product in accordance with the license rights.

**ENTERPRISE** The business operations in the United States of a Licensee or Enterprise Participant, without regard to geographic location where such operations are performed or the entity actually performing such operations on behalf of Licensee or Enterprise Participant. For the County of New York, "business operations" shall be defined as the business operations of all Agencies, as defined in Part I.

**ENTERPRISE LICENSE** A contract which grants Enterprise Participants unlimited license rights to access, use and/or execute Product within the Enterprise.

**ENTERPRISE PARTICIPANTS** One or more Licensees, as defined in Part I, participating in an Enterprise License.

**LICENSE EFFECTIVE DATE** The date Product is delivered to an Authorized User. Where a License involves Licensees right to copy a previously licensed and delivered Master Copy of a Program, the license effective date for additional copies shall be deemed to be the date on which the Purchase Order is executed.

**LOGICAL PARTITION** A subset of the processing power within a CEC which has been divided through hardware and/or software means (i.e. *Processor Resources/System Manager [PR/SM]*) so as to limit the total processing power which is accessible by an operating system image by individual users or individual software products.

**OBJECT CODE** The machine executable code that can be directly executed by a computers central processing unit(s).

**PHYSICAL PARTITION** A subset of the processing power within a CEC which has been derived through hardware means so as to limit the total processing power accessible by an operating system image by individual users or individual Products.

**SITE** The location (street address) where Product will be executed.

**SOURCE CODE** The programming statements or instructions written and expressed in any language



understandable by a human being skilled in the art which are translated by a language compiler to produce executable machine Object Code.

**TERMS OF LICENSE** The terms and conditions set forth in the Contract which are in effect and applicable to a Product order at the time of order placement, and only such additional terms as are consistent therewith or more advantageous to the Authorized User as are set forth on the individual Product order form executed and approved by both Authorized User and Contractor.

**VIRUS** Any computer code, whether or not written or conceived by Contractor, which disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software, firmware, hardware, or computer system (such as local area or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product manufacturer.

## **TERMS AND CONDITIONS**

**75. SOFTWARE LICENSE GRANT** *Unless otherwise set forth in the Bid Specifications or Contract, where Product is acquired on a licensed basis the following shall constitute the license grant:*

(a) **License Scope** Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product with other product within its business enterprise in the United States. Licensee shall have the right to use and distribute modifications or customizations of the Product to and for use by any Authorized Users otherwise licensed to use the product, provided that any modifications, however extensive, shall not diminish manufacturers proprietary title or interest. No license, right or interest in any trademark, trade name, or service mark is granted hereunder.

(b) **License Term** The license term shall commence upon the License Effective Date. Where the terms of license permit licensing on a non-perpetual basis, the license term stated in the Contract shall be extended by the time periods allowed for testing and acceptance.

(c) **Licensed Documentation** Contractor hereby grants to Licensee a perpetual license right to make, reproduce (including downloading electronic copies of the Product) and distribute, either electronically or otherwise, copies of Product Documentation as necessary to enjoy full use of the Product. If commercially available, Licensee shall have the option to require the Contractor to deliver, at Contractors expense: a) One (1) hard copy and One (1) Master Electronic Copy of the Documentation in diskette or CD-ROM format; or b) hard copies of the Product Documentation by type of license in the following amounts, unless otherwise mutually agreed:

- Individual/Named User License – 1 copy per License
- Concurrent Users – 8 copies per site
- Processing Capacity – 8 copies per site

(d) **Product Use** Product may be accessed, used, executed, reproduced, displayed, performed by Licensee to service all Authorized Users of the machine on which Product is installed, up to the capacity measured by the applicable licensing unit stated in the terms of license (i.e. payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation).

(e) **Permitted License Transfers** As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated Authorized User site not originally specified in the license, including transfers between Agencies ("permitted license transfers"). Licensee(s) do not have to obtain the approval of Contractor for permitted license transfers, but must give thirty (30) days

prior written notice to Contractor of such move(s) and certify in writing that the Product is not in use at the prior site. There shall be no additional license or other transfer fees due Contractor, provided that: i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred site. (e.g., named users, seats, or MIPS); and ii) that, if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee.

**(f) Restricted Use By Outsourcers / Facilities Management, Service Bureaus / or Other Third Parties** Outsourcers, facilities management or service bureaus retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided that: 1) Licensee gives notice to Contractor of such party, site of intended use of the Product, and means of access; and 2) such party has executed, or agrees to execute, the Product manufacturers standard nondisclosure or restricted use agreement which executed agreement shall be accepted by the Contractor ("NonDisclosure Agreement"); and 3) if such party is engaged in the business of facility management, outsourcing, service bureau or other services, such third party will maintain a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for Licensee. In no event shall Licensee assume any liability for third partys compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the County or Licensee.

Any third party with whom a Licensee has a relationship for a state function or business operation, shall have the temporary right to use Product (using, for example, but not limited to, JAVA Applets), provided that such use shall be limited to the time period during which the third party is using the Product for the stated function or business activity.

**(g) Archival Back-Up and Disaster Recovery** Licensee may use and copy the Product and related Documentation in connection with: 1) reproducing a reasonable number of copies of the Product for archival backup and disaster recovery procedures in the event of destruction or corruption of the Product or disasters or emergencies which require Licensee to restore backup(s) or to initiate disaster recovery procedures for its platform or operating systems; 2) reproducing a reasonable number of copies of the Product and related documentation for cold site storage. "Cold Site" storage shall be defined as a restorable back-up copy of the Product not to be installed until and alter the declaration by the Licensee of a disaster; 3) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed under paragraph (F) above. "Disaster Recovery" shall be defined as the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development.

**(h) Confidentiality Restrictions** The Product is a trade secret and proprietary product. Licensee and its employees will keep the Product strictly confidential, and Licensee will not disclose or otherwise distribute or reproduce any Product to anyone other than as authorized under the terms of license. Licensee will not remove or destroy any proprietary markings of Contractor.

**(i) Restricted Use by Licensee** Except as expressly authorized by the terms of license, Licensee shall not:

- a. Copy the Product;

- b. Cause or permit reverse compilation or reverse assembly of all or any portion of the Product;
- c. Distribute, disclose, market, rent, lease or transfer to any third party any portion of the Product or the Documentation, or use the Product or Documentation in any service bureau arrangement;
- d. Disclose the results of Product performance benchmarks to any third party who is not an Authorized User without prior notice to Contractor;
- e. Export the Licensed Software in violation of any U.S. Department of Commerce export administration regulations.

**76. ENTERPRISE LICENSE OPTION FOR SOFTWARE** Multiple Authorized Users may license any Product offered under the Contract on behalf of their collective business operations. An Enterprise License shall incorporate the terms set forth in this Part II and the pricing set forth in the Contract, and additionally the following terms:

**(a) Enterprise – Defined** Any Authorized User may be an Enterprise Participant. Enterprise Participants will be enumerated in the Enterprise License, including: i) contact name, ship to and main billing address of each Enterprise Participant, ii) street address of the included End User sites of each Enterprise Participant. The originally defined Enterprise may be modified at any time thereafter, including deletion or addition of Enterprise Participants, sites ownership to locations, provided that Contractor is given written notice and that any additional capacity required by such addition is licensed in accordance with the Enterprise License terms.

**(b) Product Use** Product licensed under this Enterprise Option shall be licensed with the rights set forth in this Part II, without reference to a specific designated system or Licensee, up to the maximum licensed capacity. Product may be used and freely transferable anywhere within the defined Enterprise, including higher or lower performance machines, and Enterprise Participants will not incur an increase in license, support or other charges provided that the aggregate utilization of the Product does not exceed the aggregate Enterprise Licensed capacity.

**(c) Submission of Orders, Billing and Usage Reporting** An Enterprise may be established for order placement and billing as either a “single” or “multiple” point of contact, at Licensees option. Where designated as a “single”, one Enterprise Participant shall be designated as the lead agency and central point for submission of Purchase Orders, usage reporting and billing. Where designated as “multiple” point of contact, each designated Enterprise Participant shall be responsible for submission of Purchase Orders, reporting and billing with regard to its use of Enterprise Licensed Product. For either single or multiple point of contact Enterprises, a) Contractor agrees to hold each Enterprise Participant solely responsible for payment and performance; and b) Contractor shall be responsible for furnishing an annual report to each designated point of contact summarizing overall Enterprise License activity for the preceding twelve months.

**(d) Shipping / Delivery** Contractor shall be responsible for delivery of Master Copies of Enterprise Licensed Product and documentation to Enterprise Participants. Within either “Single” or “Multiple” Enterprise Licenses, shipping and delivery of Master Copies of Product and Documentation shall be the responsibility of Contractor to each “ship to” location specified on the Purchase Order(s). Distribution and installation of Enterprise Licensed Product to End Users at a site shall be the responsibility of the Licensee.

**(e) Enterprise Operating Systems** Unless otherwise specified by the parties, up to ten (10) hardware/operating system combinations for Product shall be included at no additional charge.

The initial ten hardware/operating systems may be specified at any time within five (5) years of the Enterprise License effective date. Additional hardware/operating systems beyond the initial ten (10) may be specified at anytime by the Enterprise, however if additional copies of Product are required for hardware/operating systems beyond the initial ten, the cost for such systems will be as mutually agreed between the parties.

**(f) Product Acceptance** Each Enterprise Participant shall have a right of acceptance, as set forth above in this Part II, only for the first copy of Product for its site(s).

**(g) Enterprise Fees** Enterprise License Fees shall be set forth in the Contract. Notwithstanding the foregoing, the Product license fees for additional copies or units of capacity for Enterprise licensed Product shall not increase by more than six percent (6%) annually each year during the Enterprise License term. Contractor may offer additional discounts/incentives for Enterprise Participants as may be mutually agreed between the parties. Enterprise Participants shall be entitled to aggregate the volume of all Enterprise Participants for purposes of establishing any applicable discounts under the Contract, and Enterprise Licensed Volume shall be aggregated with volume of non-Enterprise Licensed Product otherwise purchased under the centralized Contract. Upon termination of the Enterprise, Enterprise Participants have the right to acquire additional capacity or users at the Enterprise License price for twelve months after the termination of the Enterprise License.

**(h) Technical Support** Unless otherwise mutually agreed, technical support is optional and may be elected individually by Product by each Enterprise Participant. Where an Enterprise Participant is under a current maintenance or technical support contract, such Enterprise Participant shall be entitled to credit any support paid covering any portion of the Enterprise License Term to the fees due under the Enterprise license.

Enterprise Participants shall have the right to partially or wholly de-support a subset of unused Enterprise licensed capacity upon written notice to Contractor at the end of any then - current technical support term without penalty or charge. The capacity for a Program license which has been de-supported must remain inactive and may not be used within the Enterprise unless technical support for such capacity has been reinstated. In the event of de-support, Contractor reserves the right to reasonably determine compatibility of future releases or new programs prior to shipment.

**(i) Merger of Two or More Enterprises** Two or more Enterprises may be merged to form a larger Enterprise for the purpose of sharing and exchanging data at no additional license fee provided that participants give Contractor notice of such merger and that the combined capacity does not exceed the maximum capacity of the individual licenses.

**(j) "Nested" Enterprises** Individual Enterprise License participant(s) may license additional capacity or products for the specific use of a subset of the larger enterprise. Said participant(s) must certify in writing to Contractor that such use is only by the enumerated subset of participants.

**(k) Default** A default by any Enterprise Participant shall entitle the Contractor to the remedies against such participant under the Contract, but shall not be deemed a default by the remaining non-defaulting Enterprise Participants.

**77. PRODUCT ACCEPTANCE** Unless otherwise provided in the Bid Specifications, the County and/or Authorized User(s) shall have sixty (60) days from delivery to accept Product. Failure to provide notice of acceptance or rejection by the end of the period provided for under this clause would constitute acceptance by the County or Authorized User(s) as of the expiration of that period.

Unless otherwise provided in the Bid Specifications, The County or Authorized User shall have

the option to run acceptance testing on the Product prior to acceptance, such tests and data sets to be specified by User. Where using its own data or tests, The County or Authorized User must have the tests or representative set of data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the County or Authorized User, and shall be made part of the Contractors standard documentation. The test data shall remain accessible to the County or Authorized User after completion of the test.

In the event that the documented installation test cannot be completed successfully within sixty (60) days from delivery, and the Contractor or Product is responsible for the delay, The County or Authorized User shall have the option to cancel the order in whole or in part, or to extend the testing period for another sixty (60) day increment. The County or Authorized User shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any cause of action against the County or Authorized User for damages, loss of profits, expenses, or other remuneration of any kind.

Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the The County or Authorized Users agents or employees. Said costs shall be limited to fees paid to Contractor, if any, or any liability for costs incurred at the direction or recommendation of Contractor.

**78. AUDIT OF LICENSED PRODUCT USAGE** Contractor shall have the right to periodically audit, at its expense, use of licensed Product at any site where a copy of the Product resides provided that: i) Contractor gives Licensee or Enterprise Participants at least thirty (30) days advance notice, ii) such audit is conducted during such party's normal business hours iii) each Licensee or Enterprise Participant is entitled to designate a representative who shall be entitled to participant and simultaneously review all information obtained by the audit, and shall be entitled to copies of all reports, data or information obtained by the Contractor; and iv) if the audit shows that such party is not in compliance such party shall be liable for the unlicensed capacity and shall be required to purchase the additional units or rights necessary to bring it into compliance.

**79. OWNERSHIP / TITLE TO CUSTOM PRODUCTS OR PROGRAMMING** Where contract deliverables include custom products or programming, title, rights and interests to such Product(s) shall be determined as follows:

**(a) Definitions**

**Product** For purposes of this section, the term "Product" shall have the meaning set forth in Part I of these *General Specifications*, which includes, but is not limited to: software applications or programming, programming tools, documentation ~including user or training manuals), modules, interfaces, templates, and other elements such as utilities, subroutines, algorithms, formulas, source code, object code, reports, drawings, or data.

**"Existing Product"** is defined as any proprietary material(s) existing or developed independently and not at the expense of Licensee.

**"Custom Product"** is defined as any material(s), exclusive of Existing Product, created, prepared, written, compiled or developed by Contractor, or anyone acting on his behalf for The County or Authorized User pursuant to the Contract.

**(b) Contractor or Third Party Manufacturers Title to Existing Product** Title to Existing Product(s) does not transfer. With respect to such Existing Product(s), whether embedded in or operating in conjunction with Custom Product, Contractor warrants: a) all right, title and interest in Contractors Existing Product(s); or b) all license rights, title and interest in third party Existing

Product(s), which include the right to grant to The County or Authorized User an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute Existing Product(s). Contractor hereby grants a irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute Existing Product(s) embedded in or transferred for use in conjunction with Custom Product(s). The Licensee agrees to reproduce the copyright notice and any other legend of ownership on any copies made under the license granted under this paragraph prior to distribution or use.

**(c) Title to Custom Product** Title to Custom Product(s), excluding Existing Product, shall be deemed the sole and exclusive property of the County or Authorized User, who shall have all right, title and interest (including ownership and copyrights). For the purposes of the federal copyright law, execution of this contract shall constitute an assignment of all right, title and interest in the Custom Product(s) by Contractor to the County or Authorized User. The County or Authorized User, in its sole discretion, reserves the right to sell Custom Product or to license them on an exclusive or non-exclusive basis to Contractor or other Third Parties. Contractor hereby agrees to take all necessary and appropriate steps to ensure that Custom Product is protected against unauthorized use, execution, reproduction, display, performance, or distribution by or through Contractor, its partners or agents. Notwithstanding this reservation of title, Contractor shall not be precluded from using the related or underlying general knowledge, skills and experience developed in the course of providing the Custom Product in the course of Contractor's business.

**(d) Acquisitions Funded By Tax Exempt Financing** In addition to the foregoing rights under a, b and c, the sale or licensing of Custom Product or rights therein shall not occur until such Product or rights are or become useable, and shall be at fair market value which shall be determined at the time of sale or licensing. Any such transfer shall be pursuant to a separate written agreement. If the Contract deliverables are to be funded through tax exempt financing, the County or Authorized User may assign to a Trustee or other entity for security purposes County or Authorized Users ownership and license rights in Custom and Existing Products. Contractor will cooperate with the County or Authorized User to execute such other documents as may be appropriate to achieve the objectives of this paragraph.

**(e) Other Acquisitions (Not Funded by Tax Exempt Financing)** In addition to the rights set forth above (paragraphs "a", "b" and "c"), the County or Authorized User reserves the right to transfer any or all rights to Custom Materials on an exclusive or non-exclusive basis. Where such transfer (sale or licensing) is provided in the Bid Specifications, Contractor shall include a purchase price for such rights in its bid. Such price shall be offered as a deduction from Contractor's overall Bid or Project Bid price, and shall be weighted as set forth in the bid evaluation criteria, if any. Such rights shall transfer to the successful Bidder/Contractor upon successful completion and acceptance by the County or Authorized User of all contract deliverables. Contractor will cooperate with the County or Authorized User to execute such other documents as may be appropriate to achieve the objectives of this paragraph.

**80. PROOF OF LICENSE** The Contractor must provide to each Licensee who places a Product order either: a) the Product manufacturer's certified License Confirmation Certificates in the name of each such Licensee; or b) a written confirmation from the Product manufacturer accepting Contractors Product invoice as proof of license. Bidder or Contractor shall submit a sample manufacturers certificate, or alternatively such written confirmation from the manufacturer, with the Bid or Contract. Such certificates must be in a form acceptable to the Licensee.

**81. PRODUCT VERSION** Product orders shall be deemed to reference Manufacturers most recently released model or version of the Product at time of delivery, unless an earlier model or version is specifically requested in writing by the County or Authorized User and Contractor is willing to provide such version.

**82. MIGRATION TO CENTRALIZED CONTRACT** The County or Authorized User may obtain

additional Product authorized under this contract, (e.g., licensed capacity upgrades, new releases, documentation, maintenance, consulting or training) whether or not Product was initially obtained independently of this contract. The County or Authorized Users election to obtain additional Product shall not operate to diminish, alter or extinguish rights previously granted.

**83. NOTICE OF PRODUCT DISCONTINUANCE** In the event that a Product manufacturer proposes to discontinue maintenance or support for Product, Contractor shall (1) notify the County and each Authorized User in writing of the intended discontinuance, and (2) continue to provide maintenance and support for the greater of: a) the best terms offered by Contractor to any other customer, or b) not less than eighteen (18) months from the date of notice, and (3) at The County or Authorized Users option, either a) provided that the County or Authorized User is under maintenance, provide the County or Authorized User with either a Product replacement with equivalent functionality at no additional charge, or b) provide County or Authorized User with the source code for Licensed Product at no additional charge to enable it to continue use and maintenance of the Product.

**84. REINSTATEMENT OF MAINTENANCE** The County or Authorized User shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon written notice to Contractor. In the event that The County or Authorized User discontinues maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges, by paying Contractor at rates which would have been due under the contract for the period of time that such maintenance had lapsed, or for twelve months, whichever is less.

**85. NO HARDSTOP / PASSIVE LICENSE MONITORING** Contractor hereby represents, warrants and covenants that the Product and all Upgrades do not and will not contain any computer code that would disable the Product or Upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs", "time locks", or "drop dead" devices) or that would permit Contractor to access the Product to cause such disablement or impairment (sometimes referred to as a "trap door" device). Contractor agrees that in the event of a breach or alleged breach of this provision that The County or Authorized User shall not have an adequate remedy at law, including monetary damages, and that The County or Authorized User shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which The County or Authorized User shall be entitled.

**86. ADDITIONAL WARRANTIES / GUARANTEES** Where Contractor or Product manufacturer offers additional or more advantageous warranties than set forth herein, Contractor shall offer or pass through any additional or more advantageous warranties to The County or Authorized Users. In addition to the "Warranties/Guarantees" set forth in Part I, Contractor makes the following warranties.

**(a) Product Performance Warranty** Contractor represents and warrants that the Products delivered pursuant to this contract conform to the manufacturers specifications, performance standards, and documentation and that the documentation fully describes the proper procedure for using the Products in an efficient manner. Contractor does not warrant that software is error-free.

In the event that Contractor does not remedy a substantial breach of this warranty within the cure period, Licensee shall also have the right to terminate any payments due Contractor, with a refund of the any fees prospectively paid from the date of breach.

**(b) Year 2000 Warranty** For all procurements of Product, Contractor must furnish a warranty statement in accordance with the NYS Standard Year 2000 Warranty Compliance Statement set forth in Part I at the time of bid for agency specific contracts or product order for centralized contracts.

**(c) Virus Warranty** Contractor represents and warrants that Licensed Software contains no known viruses. Bidder is not responsible for viruses introduced at Licensees site. For purposes of this provision, "Virus" shall have the meaning set forth in Part II, "Definitions".

A breach of any of the foregoing shall be deemed a material breach of the Contract or any License granted thereunder. The defaulting party shall be given written notice of a warranty breach under this section and shall have a thirty (30) day period to cure such breach.

**87. INDEMINIFICATION THE WARRANTIES SET FORTH IN THESE *GENERAL SPECIFICATIONS* (PARTS I and II) ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Contractor shall defend, indemnify and save harmless the County and Authorized Users from suits, actions, claims, damages and costs arising under or connected to Contractors actions, and except where express loss liabilities set forth elsewhere in the Contract provide for a higher loss limitation liability than as set forth in this paragraph, or where such express provisions impose Contractor liability on "without limitation", the total liability of Contractor for such claim(s), regardless of the nature and basis for the claim, shall not exceed two (2) times the fees paid for the applicable Product. For any suit, action, claim, damages or costs arising under or are connected to personal injury or property damage, or breach of the title, patent and copyright warranties, Contractor shall be fully liable without limitation.

The County or Authorized User may retain such moneys from the amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted by or against the County or Authorized User, provided however, that Contractor shall not indemnify each such entity to the extent that any claim, loss or damages arising hereunder is caused by the negligence act or failure to act of said entity.

**88. SOURCE CODE ESCROW FOR LICENSED PRODUCTS** If source code or source code escrow is offered by either Contractor or Product manufacturer/developer to any other commercial customers, Contractor either: i) will provide Licensee with the Source Code for the Product; or ii) place the Source Code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the County, and who shall be directed to release the deposited Source Code in accordance with a standard escrow agreement acceptable to the County, or iii) will certify to the County that the Product manufacturer/developer has named the County, and the Licensee, as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the County and Licensee, and who shall be directed to release the deposited Source Code in accordance with the terms of escrow. Source Code, as well as any corrections or enhancements to such source code, shall be updated for each new release of the Product in the same manner as provided above. Contractor shall identify the escrow agent upon commencement of the contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this paragraph.

The County may release the Source Code to Licensees under this Contract who have licensed Product or obtained services, who may use such copy of the Source Code to maintain the Product.





Andrew M. Cuomo, Governor

Colleen C. Gardner, Commissioner

Essex County

Donna Thompson, Sr Purchasing Clerk  
7551 Court Street  
Elizabethtown NY 12932

Schedule Year 2011 through 2012  
Date Requested 02/15/2012  
PRC# 2012001355

Location Horace Nye Home  
Project ID#  
Project Type Install a code (NFPA 13 - 1999 Edition) compliant sprinkler system

### 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 2011 through June 2012. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website [www.labor.state.ny.us](http://www.labor.state.ny.us). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: \_\_\_\_\_ Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

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



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

## **Introduction**

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

## **Responsibilities of the Department of Jurisdiction**

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

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

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

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

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

## **Hours**

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

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "[4 Day / 10 Hour Work Schedule](#)" form (PW 30R).

## **Wages and Supplements**

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

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

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website [www.labor.state.ny.us](http://www.labor.state.ny.us).

## **Payrolls and Payroll Records**

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

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

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

### **Withholding of Payments**

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

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

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

### **Summary of Notice Posting Requirements**

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

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

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

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

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

## **Apprentices**

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

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

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

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

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

## **Interest and Penalties**

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

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

## **Debarment**

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

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

## **Criminal Sanctions**

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

## **Discrimination**

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

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

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

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

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

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

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

### **Workers' Compensation**

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

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

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

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

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

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

### **Unemployment Insurance**

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



Andrew M. Cuomo, Governor

Colleen C. Gardner, Commissioner

Essex County

Donna Thompson, Sr Purchasing Clerk  
7551 Court Street  
Elizabethtown NY 12932

Schedule Year 2011 through 2012  
Date Requested 02/15/2012  
PRC# 2012001355

Location Horace Nye Home  
Project ID#  
Project Type Install a code (NFPA 13 - 1999 Edition) compliant sprinkler system

### Notice of Contract Award

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

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

### Contractor Information

All information must be supplied

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

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





# IMPORTANT NOTICE

FOR

## CONTRACTORS & CONTRACTING AGENCIES

### **Social Security Numbers on Certified Payrolls**

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

For these reasons, *the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor.*

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

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

## **Budget Policy & Reporting Manual**

# **B-610**

### **Public Work Enforcement Fund**

*effective date December 7, 2005*

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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.

#### **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.

# **Construction Industry Fair Play Act**

## **Required Posting For Labor Law Article 25-B § 861-d**

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site.

Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense.

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, [www.labor.ny.gov](http://www.labor.ny.gov).

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



New York State 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 such as
  - unemployment benefits, if unemployed through no fault of your own, able to work, and otherwise qualified
  - workers' compensation benefits for on-the-job injuries
  - payment for wages earned, minimum wage, and overtime (under certain conditions)
  - prevailing wages on public work projects
  - the provisions of the National Labor Relations Act and
  - a safe work environment
- It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

**Independent Contractors:** If you are an independent contractor:

- You must pay all taxes required by New York State and Federal Law.

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

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

**If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at 1(866)435-1499 or send an email to [dol.misclassified@labor.state.ny.us](mailto:dol.misclassified@labor.state.ny.us). All complaints of fraud and violations are taken seriously and you can remain anonymous.**

**Employer Name:**

# WORKER NOTIFICATION

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

***Effective February 24, 2008***

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

\* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

# Attention Employees

## THIS IS A: **PUBLIC WORK PROJECT**

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

Chapter 629 of  
the Labor Laws  
of 2007:

**These wages are set by law and must be posted  
at the work site. They can also be found at:**  
[www.labor.ny.gov](http://www.labor.ny.gov)

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

Albany	(518) 457-2744	Patchogue	(631) 687-4886
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) 775-3568	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](http://www.comptroller.nyc.gov) – click on Bureau of Labor Law.

Contractor Name: \_\_\_\_\_

Project Location: \_\_\_\_\_





# **OSHA 10-hour Construction Safety and Health Course – S1537-A**

*Effective July 18, 2008*

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

**NOTE:** *The OSHA 10 Legislation does not apply to projects advertised for bid prior to July 18, 2008 AND only applies to workers on a public work project that are required under Article 8 to receive the prevailing wage.*

## **Where to find OSHA 10-hour Construction Course**

1. NYS Department of Labor website for scheduled outreach training at:

[www.labor.state.ny.us/workerprotection/safetyhealth/DOSH\\_ONSITE\\_CONSULTATION.shtm](http://www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm)

2. OSHA Training Institute Education Centers:

### **Rochester Institute of Technology OSHA Education Center**

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: [dlwtpo@rit.edu](mailto:dlwtpo@rit.edu)

(866) 385-7470 Ext. 2919

[www.rit.edu/~outreach/course.php3?CourseID=54](http://www.rit.edu/~outreach/course.php3?CourseID=54)

### **Atlantic OSHA Training Center**

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: [crooksje@umdnj.edu](mailto:crooksje@umdnj.edu)

(732) 235-9455

<https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~>

### **Atlantic OSHA Training Center**

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail: [mailto:japs@buffalo.edu](mailto:mailto:japs@buffalo.edu)

(716) 829-2125

[http://www.smbs.buffalo.edu/CENTERS/trc/schedule\\_OSHA.php](http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php)

### **Keene State College**

Manchester, NH

Leslie Singleton

e-mail: [lsingleton@keene.edu](mailto:lsingleton@keene.edu)

(800) 449-6742

[www.keene.edu/courses/print/courses\\_oshacfm](http://www.keene.edu/courses/print/courses_oshacfm)

3. List of trainers and training schedules for OSHA outreach training at:

[www.OutreachTrainers.org](http://www.OutreachTrainers.org)

## Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h took effect on July 18, 2008. The statute provides as follows:

The advertised specifications for every contract for public work of \$250,000.00 or more must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors 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;
- training roster, attendance record or other documentation from the certified trainer pending the issuance of the card.
- other valid proof

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

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.

# WICKS Reform 2008

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

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from \$50,000 to: \$3 million in Bronx, Kings, New York, Queens and Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.
- For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical work and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or use of a Project Labor Agreement (PLA), and must be open to public inspection.
- Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.
- The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.
- Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.
- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

## **IMPORTANT INFORMATION**

### **Regarding Use of Form PW30R**

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

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

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

***AND***

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

### ***REMEMBER...***

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

Do not write in any additional Classifications or Counties.

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

# Instructions for Completing Form PW30R

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

### ***Before completing Form PW30R check to be sure ...***

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

### **Instructions (Type or Print legibly):**

#### Contractor Information:

- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company's Phone and Fax numbers; and the Company's email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

#### Project Information:

- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown, NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
  - Go to pages 2 and 3 of the form
  - Place a checkmark in the box to the right of the Job Classification you are choosing
  - Mark all Job Classifications that apply

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

#### Requestor Information:

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

#### Return Completed Form:

- **Mail** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 **-OR-**
- **Fax** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work at (518)485-1870



**New York State Department of Labor**  
**Bureau of Public Work**  
W. Averell Harriman State Office Campus  
Building 12 - Room 130  
Albany, New York 12240  
Phone - (518) 457-5589 Fax - (518) 485-1870

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

*Before completing Form PW30R check to be sure ...*

There is a *Dispensation of Hours* in place on the project.

The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.

The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

### Please Type or Print the Requested Information

*When completed ...*

Mail to NYSDOL Bureau of Public Work, SOBC, Bldg. 12, Rm.130, Albany, NY 12240

-or-

Fax to NYSDOL Bureau of Public Work at (518) 485-1870

### Contractor Information

Company Name: \_\_\_\_\_ FEIN: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Email: \_\_\_\_\_

### Project Information

Project PRC#: \_\_\_\_\_ Project Name/Type: \_\_\_\_\_

Exact Location  
of Project: \_\_\_\_\_ County: \_\_\_\_\_

(If you are Subcontractor)

Prime Contractor Name: \_\_\_\_\_

Job Classification(s) to Work 4/10 Schedule: (Choose all that apply on Job Classification Checklist - Pages 2 & 3)  
\*\*\* Do not write in any additional Classifications or Counties\*\*\*

### Requestor Information

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date : \_\_\_\_\_

## Job Classification Checklist

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

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

<b>Job Classification</b>	<b>Tag #</b>	<b>Applicable Counties</b>	<b>Check Box</b>
Carpenter - Building	1042	Clinton, Essex, Franklin	<input type="checkbox"/>
Carpenter - Building	370	Albany, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie	<input type="checkbox"/>
Carpenter - Building	370Z2	Hamilton, Warren, Washington	<input type="checkbox"/>
Carpenter - Building	370Z3	Saratoga	<input type="checkbox"/>
Carpenter - Heavy&Highway	370Saratoga	Saratoga	<input type="checkbox"/>
Carpenter - Heavy&Highway	370/1042H/H	Clinton, Essex, Franklin, Hamilton	<input type="checkbox"/>
Carpenter - Heavy&Highway	370H/H	Albany, Fulton, Montgomery, Rensselaer, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Carpenter - Building	85	Livingston, Monroe, Ontario, Wayne, Wyoming	<input type="checkbox"/>
Carpenter - Building	281B	Cayuga, Seneca, Yates	<input type="checkbox"/>
Carpenter - Heavy/Highway	281HH	Cayuga, Seneca, Yates	<input type="checkbox"/>
Carpenter - Building/Heavy&Highway	280	Genesee, Niagara, Orleans, Wyoming	<input type="checkbox"/>
Carpenter - Building/Heavy&Highway	9	Erie, Cattaraugus	<input type="checkbox"/>
Carpenter - Heavy&Highway	66h	Allegany, Chautauqua, Cattaraugus	<input type="checkbox"/>
Carpenter - Building	66	Allegany, Chautauqua, Cattaraugus	<input type="checkbox"/>
Carpenter - Building	277 CST	Cortland, Schuyler, Tompkins	<input type="checkbox"/>
Carpenter - Building	277 JLS	Jefferson, Lewis, St. Lawrence	<input type="checkbox"/>
Carpenter - Building	277 On	Onondaga	<input type="checkbox"/>
Carpenter - Building	277 Os	Oswego	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h CST	Cortland, Schuyler, Tompkins	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h JLS	Jefferson, Lewis, St. Lawrence	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h On	Onondaga	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h Os	Oswego	<input type="checkbox"/>



## Job Classification Checklist

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

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

<b>Job Classification</b>	<b>Tag #</b>	<b>Applicable Counties</b>	<b>Check Box</b>
Electrician	25m	Nassau, Suffolk	<input type="checkbox"/>
Electrician	43	Cayuga, Chenango, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego, Otsego, Tompkins, Wayne	<input type="checkbox"/>
Electrician	840Teledata and 840 Z1	Cayuga, Onondaga, Ontario, Seneca, Wayne, Yates	<input type="checkbox"/>
Electrician	86	Genesee, Livingston, Monroe, Ontario, Orleans, Wayne, Wyoming	<input type="checkbox"/>
Electrician Lineman	1049Line/Gas	Nassau, Suffolk	<input type="checkbox"/>
Electrician Lineman	1249a	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	<input type="checkbox"/>
Elevator Constructor	138	Columbia, Delaware, Dutchess, Greene, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester	<input type="checkbox"/>
Elevator Constructor	14	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming	<input type="checkbox"/>
Elevator Constructor	27	Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates	<input type="checkbox"/>
Elevator Constructor	35	Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Elevator Constructor	62.1	Broome, Cayuga, Chenango, Cortland, Delaware, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins	<input type="checkbox"/>
Glazier	677.1	Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates	<input type="checkbox"/>
Insulator - Heat & Frost	30-Syracuse	Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins	<input type="checkbox"/>

## Job Classification Checklist

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

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

<b>Job Classification</b>	<b>Tag #</b>	<b>Applicable Counties</b>	<b>Check Box</b>
Laborers - Residential Deconstruction, Demolition	601	Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Essex, Franklin, Genesee, Jefferson, Lewis, Livingston, Monroe, Onondaga, Ontario, Orleans, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Wayne, Wyoming, Yates	<input type="checkbox"/>
Operating Engineer - Heavy& Highway	832H	Allegany, Chemung, Genesee, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates	<input type="checkbox"/>
Painter	178 B	Broome, Chenango, Tioga	<input type="checkbox"/>
Painter	178 E	Chemung, Schuyler, Steuben	<input type="checkbox"/>
Painter	178 O	Delaware, Otsego	<input type="checkbox"/>
Painter	31	Cayuga, Herkimer, Lewis, Madison, Oneida, Onondaga, Ontario, Oswego, Seneca	<input type="checkbox"/>
Painter	38.O	Oswego	<input type="checkbox"/>
Painter	4-Buf,Nia, Olean	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Niagara, Orleans, Steuben, Wyoming	<input type="checkbox"/>
Painter	4-Jamestown	Cattaraugus, Chautauqua	<input type="checkbox"/>
Sheetmetal Worker	46	Livingston, Monroe, Ontario, Seneca, Wayne, Yates	<input type="checkbox"/>
Teamster - Heavy&Highway	294h/h	Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Teamster - Heavy&Highway	317a.hh	Allegany, Cayuga, Cortland, Seneca, Steuben, Tompkins, Wayne, Yates	<input type="checkbox"/>
Teamster - Heavy&Highway	693.H/H	Broome, Chenango, Delaware, Otsego, Tioga	<input type="checkbox"/>

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

#### Classification

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

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

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

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

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

#### Paid Holidays

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

#### Overtime

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

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

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

#### Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is for each hour worked, some classifications require the payment or provision of supplements for each hour paid (including paid holidays on which no work is performed) and/or may require supplements to be paid or provided at a premium rate for premium hours worked.

#### Effective Dates

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

#### Apprentice Training Ratios

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

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

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

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	212-775-3568	212-775-3579
Bureau of Public Work - Patchogue	631-687-4883	631-687-4904
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

## Essex County General Construction

### Asbestos Worker

02/01/2012

**JOB DESCRIPTION** Asbestos Worker

**DISTRICT** 9

#### ENTIRE COUNTIES

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

#### WAGES

Per hour

7/01/2011

Asbestos Worker

Removal & hazardous

abatement Only

\$ 17.50 plus additional \$3.00\*

Only for the removal of insulation materials from mechanical systems which are not going to be scrapped.

\* To be allocated at a later time.

#### SUPPLEMENTAL BENEFITS

Per hour paid

Journeyman

\$ 7.50

#### OVERTIME PAY

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

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

\*Code Q applies to 4,6,25.

\*\*Code T applies to 2.

9-12a - Removal Only

### Boilermaker

02/01/2012

**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

07/01/2011

Boilermaker

\$ 30.00

#### SUPPLEMENTAL BENEFITS

Per hour worked

Journeymen

\$ 22.36

#### OVERTIME PAY

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

\*,\*\* DOUBLE TIME AFTER TEN HOURS ON MON.-SAT.

#### 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 65%	2nd 65%	3rd 70%	4th 75%	5th 80%	6th 85%	7th 90%	8th 95%
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Supplemental Benefits per hour worked.

All Apprentices get same benefits as Journeyman.

1-197

## Carpenter - Building

02/01/2012

**JOB DESCRIPTION** Carpenter - Building

**DISTRICT** 1

### ENTIRE COUNTIES

Clinton, Essex, Franklin

### WAGES

Per hour:	07/01/2011	06/01/2012 An Additional	06/01/2013 An Additional	06/01/2014 An Additional
Carpenter	\$ 23.41	\$ 0.88**	\$ 1.29**	\$ 1.44**
Floor Coverer	23.41	0.88**	1.29**	1.44**
Carpet Layer	23.41	0.88**	1.29**	1.44**
Dry-Wall	23.41	0.88**	1.29**	1.44**
Lather	23.41	0.88**	1.29**	1.44**
Piledriver	23.66	0.88**	1.29**	1.44**
Diver-Wet Day	45.58	0.88**	1.29**	1.44**
Diver -Dry Day	24.41	0.88**	1.29**	1.44**
Diver Tender	24.41	0.88**	1.29**	1.44**

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW:

- 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:
  - 0' to 80' no additional fee
  - 81'to 100' additional \$.50 per foot per hour
  - 101'to 150' additional \$1.00 per foot per hour
  - 151'and deeper additional \$1.25 per foot per hour
- Penetration pay for Divers:
  - 0' to 50' no additional fee
  - 51' to 100' additional \$.75 per foot per hour
  - 101' and deeper additional \$1.00 per foot per hour

(\*\*)To be allocated at a later date

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,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 15.67

### 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

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

1st 50%	2nd 60%	3rd 70%	4th 80%
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Supplemental Benefits per hour worked:

Carpenter	
1st year term	\$ 8.25
2nd year term	8.25
3rd year term	10.75
4th year term	10.75

1-291B-Cli

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**Carpenter - Building / Heavy&Highway**

**02/01/2012**

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

**DISTRICT 1**

**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**

Wages per hour:

07/01/2011

Carpenter - ONLY for  
Artificial Turf/Synthetic  
Sport Surface Installer

\$ 26.50

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

**SUPPLEMENTAL BENEFITS**

Per hour Paid:

07/01/2011

Journeyman

\$ 18.00

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (2, 17) on HOLIDAY PAGE

Overtime: See (6, 16, 27) on HOLIDAY PAGE

Note: 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.

**REGISTERED APPRENTICES**

Wages per hour:

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

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour paid:

07/01/2011

Carpenter

1st year term	\$ 9.00
2nd year term	14.40
3rd year term	15.30
4th year term	16.20

1-42AtSS

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**Carpenter - Heavy&Highway**

**02/01/2012**

**JOB DESCRIPTION** Carpenter - Heavy&Highway

**DISTRICT 1**

**ENTIRE COUNTIES**

Clinton, Essex, Franklin, Hamilton

**WAGES**

Per hour:

07/01/2011

Carpenter	\$ 27.65
Millwright	29.15
Piledriver	27.65

Diver-Wet Day	43.95
Diver-Dry Day	28.65
Diver-Tender	28.65

State or Federal designated hazardous site, requiring protective gear shall be an additional \$1.50 per hour.  
Certified welders when required to perform welding work will receive an additional \$1.50 per hour.

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,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

## SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 16.05

## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

## HOLIDAY

Paid: See (2, 17) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

## REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour worked:

1st year terms	\$ 7.46
2nd year terms	12.01
3rd year terms	16.05
4th year terms	16.05

1-291HH-Ess

## Electrician

02/01/2012

**JOB DESCRIPTION** Electrician

**DISTRICT** 6

## ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence

## WAGES

Per hour: 07/01/2011

Electrician	\$ 31.00
Cable Splicer	32.50
Tunnel worker/welder	32.50

NOTE:

A) Shift Work: The following rates will apply on all Contracting Agency mandated shifts worked between the hours listed below. The employer may be permitted to adjust the starting hours of the shift by up to two (2) hours if required by the agency. If a shift begins outside of the stated shift hours, the rate paid would be determined by what shift period the majority of the hours were worked.

1st shift	8:00 AM to 4:30 PM	Regular wage rate
2nd shift	4:30 PM to 1:00 AM	Regular wage rate plus 17.3%
3rd shift	12:30 AM to 9:00 AM	Regular wage rate plus 31.4%

B) Additional \$1.50 per hour for all underground and tunnel work working 35 feet or more on scaffolds, ladders, towers, steeples, structural steel, or over



65 feet from mechanical lifts.

### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 15.65  
\*plus 3% of  
gross wage

\* NOTE: THE 3% IS BASED ON THE HOURLY WAGE PAID ON STRAIGHT TIME RATE OR PREMIUM TIME RATE.

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

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

### REGISTERED APPRENTICES

(Hourly) terms at the following percentage of journeyman's wage.

	1-1000 40%	to 2000 45%	to 3500 50%	to 5000 60%	to 6500 70%	to 8000 80%
07/01/2011	\$ 12.40	\$ 13.95	\$ 15.50	\$ 18.60	\$ 21.70	\$ 24.80
Tunnel apprentices 07/01/2011	\$ 13.90	\$ 15.45	\$ 17.00	\$ 20.10	\$ 23.20	\$ 26.30

Supplemental Benefits per hour worked:

Appr 1st & 2nd term \$ 6.94  
\* plus 3% of  
gross wage

Appr All other terms \$ 15.65  
\* plus 3% of  
gross wage paid.

\* NOTE: THE 3% IS BASED ON THE HOURLY WAGE PAID ON STRAIGHT TIME RATE OR PREMIUM TIME RATE.

6-910

## Elevator Constructor

02/01/2012

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT** 1

### ENTIRE COUNTIES

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

### WAGES

Per hour	07/01/2011	01/01/2012
Mechanic	\$ 38.94	An Additional \$ 3.00**
Helper	70% of Mechanic Wage Rate	

(\*\*)To be allocated at a later date

\*\*\*\* IMPORTANT NOTICE - EFFECTIVE 04/01/2009 \*\*\*\*

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

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

### SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman/Helper \$ 21.785\*

\*Plus 6% of wages if less than 5 years service  
\*Plus 8% of wages if more than 5 years 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

1st 6mo	2nd 6mo	2nd yr	3rd yr	4th yr
50 %	55 %	65 %	70 %	80 %

Supplemental Benefits per hour worked

Apprentices \$ 21.785  
+6%  
of wage

1-35

### Glazier

02/01/2012

### 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

	07/01/2011	05/01/2012 An Additional	05/01/2013 An Additional
Glazier base wage	\$ 23.60	\$1.50**	\$1.50**
+ additional \$1.50 per hour for all hours worked			

\*High Work Base Wage 27.65  
+ additional \$3.30 per hour for all hours worked

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

(\*\*)To be allocated at a later date

### SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 13.98  
Journeyman  
High Work 19.18

### OVERTIME PAY

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

Premium is applied to the respective base wage only.

### 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 One Half Year (900 hr) terms at the following percentage of Journeyman's base wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
35%	45%	55%	65%	75%	85%	90%	95%
+ additional \$1.50 per hour for all hours worked for all terms							

Apprentice Glazier Hi-Work One Half Year (900 hr) terms at the following percentage of Journeyman's Hi-Work base wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
35%	45%	55%	65%	75%	85%	90%	95%
+ additional \$3.30 per hour for all hours worked for all terms							

Supplemental Benefits per hour worked

For apprentices indentured after 07/01/2009 the following supplemental benefit applies:

Apprentice	
1st-4th term	\$12.63
5th-8th term	13.98
Apprentice High Work	
1st-4th term	\$ 14.78
5th-8th term	19.18

For apprentices indentured prior to and including 07/01/2009, the following supplemental benefit applies:

Apprentice	\$ 13.98
Apprentice High Work	19.18

1-201

## Insulator - Heat & Frost

02/01/2012

**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	07/01/2011	05/01/2012 An Additional
Asbestos Worker*	\$ 28.83	\$ 1.50**
Insulator*	28.83	1.50**
Firestopping Worker*	24.51	1.50**

(\*)On Mechanical Systems only.

(\*\*)To be allocated at a later date

### SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 18.26
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### 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 Journeyman's wage.

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

Supplemental Benefits per hour worked:

Apprentices	\$ 18.26
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1-40

## Ironworker

02/01/2012

**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, Butternut, Morris, Otego, Oneonta, Laurens, Millford, Maryland and Worchester.

## WAGES

Per hour 07/01/2011

Ornamental	\$ 27.65
Reinforcing	27.65
Rodman	27.65
Sheeter Bucker-up	27.90
Structural & Precast	27.65
Mover/Rigger	27.65
Fence Erector	27.65
Stone Derrickman	27.65
Sheeter	27.90
Curtain Wall Installer	27.65
Metal Window Installer	27.65

## SUPPLEMENTAL BENEFITS

Per hour worked

JOURNEYMAN \$ 22.46

## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

## REGISTERED APPRENTICES

Wages per hour

ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

	07/01/2011
1st yr	\$ 16.00
2nd yr	18.00
3rd yr	20.00
4th yr	22.00

Supplemental Benefits per hour worked

1st year	\$ 8.50
2nd year	16.83
3rd year	18.02
4th year	19.18

1-12

## Laborer - Building

02/01/2012

JOB DESCRIPTION Laborer - Building

DISTRICT 1

## ENTIRE COUNTIES

Clinton, Essex, Warren

## WAGES

GROUP #A:

Basic Rate, Multi Trade Tender, Pipe Layer (water, sewer & etc), Self-propelled equipment operator

GROUP #B:

Demolition and wrecking, Concrete or plaster pump.

GROUP #C:

Sandblaster on construction clean-up, Drilling equipment only where a separate air compressor unit supplies power, Metal formsetter (sidewalk) and Curb Setter, Asphalt Raker, and Tail/Screwman on paving machine.

**GROUP #D:**

Acetylene Burner on demolition and cutting of Pipe

**GROUP #E:**

Blaster

**GROUP #F:**

Workers in kilns, tanks, boilers etc., Asbestos & Hazardous Waste Work.

**WAGES per hour**

	07/01/2011	07/01/2012 An Additional
Group # A	\$ 19.78	\$ 0.95*
Group # B	19.93	
Group # C	20.08	
Group # D	20.23	
Group # E	20.28	
Group # F	20.78	

\*To be allocated at a later date.

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 15.67

**OVERTIME PAY**

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

\*Inclement weather makeup day may be provided November 15 to May 15.

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour

Terms are at the following percentage of Group Rate A.

0-1,333 Hrs	1,334-2,666 Hrs	2,667-4,000 Hrs
70%	80%	90%

Supplemental Benefits per hour worked

Apprentices \$ 15.67

1-186ew

**Laborer - Heavy&Highway**

**02/01/2012**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT 1**

**ENTIRE COUNTIES**

Clinton, Essex, Warren

**WAGES**

**GROUP # A:**

Basic Rate, Drill Helper, Flagman, Outboard and Hand Boats.

**GROUP # B:**

Chain Saw, Concrete Aggregate Bin, Concrete Bootman, 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, Water Pump Operator (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 Raker, Powderman, Tail or Screw Operator on Asphalt Paver.

**GROUP # D:**

Blasters, Metal Form Setters (sidewalk), Stone or Granite Curb Setters.

**GROUP # E:**

Hazardous waste, Lead & Abestos abatement.

WAGES per hour	07/01/2011	07/01/2012 An Additional
Group # A	\$ 22.94	\$ 1.35*
Group # B	23.14	
Group # C	23.34	
Group # D	23.54	
Group # E	24.94	

All employees who work a single irregular shift starting between 5:00 pm and 1:00 am on governmental mandated night work shall be paid an additional \$1.75 per hour.

(\*)To be allocated at a later date

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeymen \$ 16.33

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, it will be celebrated on Monday. In the event that men work on this Sunday holiday, they shall be paid double time. In the event that men work on Monday, they shall be compensated at double time plus the holiday pay. Accordingly, the Monday following the Sunday is treated as the holiday.

**REGISTERED APPRENTICES**

Wages per hour

Terms are at the following percentage of Group A rate.

0-1333 Hrs	1334-2666 Hrs	2667-4000 Hrs
70%	80%	90%

Supplements per hour worked

Apprentices \$ 16.33

1-186/2h

**Laborer - Tunnel**

**02/01/2012**

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT 1**

**ENTIRE COUNTIES**

Clinton, Essex, Warren

**WAGES**

GROUP A: Change House Man

GROUP B: Miners and all Machine Men, Safety Miner, all Shaft-work, Caisson work, Drilling, Blow Pipe, all Air Tools, Tugger, Scaling, Nipper, Guniting pot to nozzle, Bit Grinder, Signal Man (top and bottom), Concrete Men, Shield driven tunnels, mixed face and soft ground, liner plate tunnels in free air.

GROUP C: Hazardous/Waste Work

WAGES (per hour)

	07/01/2011
Tunnel Laborer:	
Group A	\$ 26.12
Group B	26.32
Group C*	28.12

\*Work site required to be designated by State/Federal as hazardous waste site and relevant regulations require employees to use personal protection.

## SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman 16.33

## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

## HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If the holiday falls on Saturday, it will be celebrated on Friday. If the holiday falls on Sunday, it will be celebrated on Monday.

## REGISTERED APPRENTICES

Wages per hour

Terms are at the following percentage of Group B rate.

0-1333 Hrs	1334-2666 Hrs	2667-4000 Hrs
70%	80%	90%

Supplements per hour worked

Apprentices \$ 16.33

1-186T

## Lineman Electrician

02/01/2012

**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

Per hour:

NOTE: Includes Teledata Work within Ten feet of High Voltage Transmission Lines

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.

	07/01/2011	05/07/2012
Lineman/Tech./Welder	\$ 44.52	\$45.23
Cable splicer	44.52	45.23
Digging Machine Operator	40.07	40.71
Tractor Trailer Driver	37.84	38.45
Groundman/Truck Driver	35.62	36.18
Mechanic 1st Class	35.62	36.18
Flagman	26.71	27.14

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

Below rates apply on Switching Structures, Maintenance projects, Railroad Catenary install/maint, Third rail installation, Bonding of Rails and pipe type cable and installation of Fiber Optic Cable.

Lineman/Technician/Welder	\$ 43.31	\$ 44.01
Digging Machine Operator	38.98	39.61
Tractor Trailer Driver	36.81	37.41
Groundman/Truck Driver	34.65	35.21
Mech. 1st Class	34.65	35.21
Flagman	25.99	26.41
Certified WelderPipe Type Cable	45.48	46.21
Cable Splicer pipe type cable	47.64	48.41

Additional 1.00 per hour for entire crew when a helicopter job.

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.

Lineman /Techician	\$ 42.02	\$ 42.72
Welder/Cable Splicer	42.02	42.72
Digging Machine Operator	37.82	38.45
Tractor Trailer Driver	35.72	36.31
Groundman/Truck Driver	33.62	34.18
Mechanic 1st Class	33.62	34.18
Flagman	25.21	25.63

Additional 1.00 per.hr.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"

Lineman/Technician	\$ 42.02	\$ 42.72
Cable Splicer pipe type cable	46.22	46.99
Certified Welder pipe type	44.12	44.86
Digging Machine Operator	37.82	38.45
Tractor Trailer Driver	35.72	36.31
Mechanic 1st Class	33.62	34.18
Groundman/Truck Driver	33.62	34.18
Flagman	25.21	25.63

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

**\*\* IMPORTANT NOTICE - EFFECTIVE 04/01/2009 \*\***

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

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

#### **SUPPLEMENTAL BENEFITS**

Per hour worked including holidays listed below:

The following SUPPLEMENTAL benefits apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

\$ 16.50	\$ 18.25
*plus 7% of	*plus 7% of
hourly wage paid	hourly wage paid

#### **OVERTIME PAY**

See (B, E, Q,) on OVERTIME PAGE. Double time for all emergency work designated by the Dept. of Jurisdiction.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED 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 %

#### **HOLIDAY**

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

SUPPLEMENTS for holidays paid at straight time

#### **REGISTERED APPRENTICES**

( 1000 ) hr terms at the following percentage of Journeyman's wage.

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



Supplemental Benefits per hour worked:

The following SUPPLEMENTAL benefits apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

\$ 16.50	\$ 18.25
*plus 7% of	*plus 7% of
hourly wage paid	hourly wage paid

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

6-1249a

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**Lineman Electrician - Teledata****02/01/2012**

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**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 WORK OUTSIDE BUILDING PROPERTY LINES.

07/01/2011

Cable Splicer	\$ 27.44
Installer/Repairman	26.05
Teledata Lineman	26.05
Technician/Equip Oper	26.05
Groundman	13.81

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

**SUPPLEMENTAL BENEFITS**

Per hour worked:

\$ 4.43
*plus 3% of hourly
wage paid

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

6-1249LT - Teledata

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**Lineman Electrician - Traffic Signal Lighting****02/01/2012**

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**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**

Per hour:

	07/01/2011	05/07/2012
Lineman/Technician	\$38.02	\$38.25
Certified Welder	39.92	40.16
Digging Mach	34.22	34.43
Tractor trailer driver	32.32	32.51
Groundman Truck Driver	30.42	30.60

Mechanic 1st Class	30.42	30.60
Flagman	22.81	22.95

Above rates applicable on all Lighting and Traffic Signal Systems with the installation, testing, operation, maintenance and repair of all traffic control and illumination projects, traffic monitoring systems, road weather information systems and the installation of Fiber Optic Cable.

#### SUPPLEMENTAL BENEFITS

Per hour worked:

All classifications	\$ 16.50	\$18.25
	*plus 6.5% of	*plus 6.5% of
	hourly wage paid	hourly wage paid

NOTE: Additional \$1.00 per hr. for entire crew when a helicopter is used.

\*NOTE: The 6.5% is based on the hourly wage paid, straight time rate or premium rate.

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: DOUBLE TIME FOR ALL EMERGENCY WORK DESIGNATED BY THE DEPT. OF JURISDICTION.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED 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%

#### HOLIDAY

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

#### REGISTERED APPRENTICES

WAGES: ( 1000 ) hour terms at the following percentage of Journeymans Wage.

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

SUPPLEMENTAL BENEFITS: Same as Journeyman/Technician.

6-1249a-LT

#### Lineman Electrician - Tree Trimmer

02/01/2012

**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

Per hour:

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.

	07/01/2011	01/01/2012
Tree trimmer	\$ 21.64	\$ 22.08
Equip Operator	19.09	19.48
Mechanic	19.09	19.48
Truck Driver	16.14	16.46
Ground person	13.25	13.51
Flag person	9.44	9.62

#### SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 7.36	\$ 7.88
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\*plus 3% of  
hourly wage paid

\*plus 3% of  
hourly wage paid

Supplements paid at STRAIGHT TIME rate for holidays.

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

# **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

# **HOLIDAY**

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

6-1249TT

## **Mason - Building**

**02/01/2012**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 1**

# **ENTIRE COUNTIES**

Clinton, Essex, Franklin

# **PARTIAL COUNTIES**

Warren: Only the Townships of Chester, Hague, Horicon and Johnsburg.

# **WAGES**

Per hour

	07/01/2011	05/01/2012 An Additional
Bricklayer	\$ 26.27	\$ 1.80**
Cement Finish	26.27	1.80**
Plasterer/Fireproofers*	26.27	1.80**
Pointer/Caulker/Cleaner	26.27	1.80**
Stone Mason	26.27	1.80**
Acid Brick	26.77	1.80**

(\*)Fireproofers on Structural only.

(\*\*)To be allocated at a later date

# **SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 16.06

# **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 hr terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

0-500 Hours	\$ 9.81
All others	16.06

1-2b.8

## **Mason - Building**

**02/01/2012**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 1**

# **ENTIRE COUNTIES**

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

## WAGES

Per hour 07/01/2011

Tile/Marble/Terazzo

Setter	\$ 28.53
Finisher	22.59

## SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setter	\$ 16.63
Journeyman Finisher	13.93

## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

## HOLIDAY

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

## REGISTERED APPRENTICES

Wages per hour

Hour Terms at the following percentage of Journeyman's wage

Setter:	
1st term 0-500 hours	60%
2nd term 501-1500 hours	70%
3rd term 1501-2500 hours	80%
4th term 2501-3500 hours	85%
5th term 3501-4500 hours	90%
6th term 4501-6000 hours	95%

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

Supplemental Benefits per hour worked

Setter:	
1st term 0-500 hours	\$ 9.78
2nd term 501-1500 hours	9.78
3rd term 1501-2500 hours	13.205
4th term 2501-3500 hours	13.205
5th term 3501-4500 hours	14.918
6th term 4501-6000 hours	16.63

Finisher:	
1st term 0-500 hours	\$ 9.28
2nd term 501-1500 hours	9.28
3rd term 1501-2500 hours	11.605
4th term 2501-3700 hours	11.605

1-2TS.1

## Mason - Heavy&Highway

02/01/2012

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 1

## 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

07/01/2011

07/01/2012

An Additional

Mason &  
Bricklayer \$ 30.72 \$ 2.00\*\*

Additional \$1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

(\*\*)To be allocated at a later date

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 16.34

**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
55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

0-500 Hours	\$ 9.74
All others	16.34

1-2hh.1

**Millwright**

**02/01/2012**

**JOB DESCRIPTION** Millwright

**DISTRICT** 1

**ENTIRE COUNTIES**

Clinton, Essex, Franklin

**WAGES**

Per hour: 07/01/2011

Millwright \$ 25.06

(\*) WELDER/HAZMAT - A Certified Welder shall received \$ 1.25 per hour in addition to the current journeyman's rate provided he/she is directed to perform certified welding. 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 \$ 1.25 premium per hour.

**SUPPLEMENTAL BENEFITS**

Supplement Benefits per hour worked:

Journeyman Millwright \$ 16.34

**OVERTIME PAY**

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

\*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 regularly scheduled work day. If a make-up day is utilized, a minimum of eight hours must be scheduled.

**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 wage

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

Supplemental Benefits per hour worked:

Millwrights	
1st Year Term	\$ 7.59
2nd Year Term	13.715
3rd Year Term	14.59
4th Year Term	15.465

1-1163b

## **Operating Engineer - Building**

**02/01/2012**

**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 Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to 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, vac truck.

CLASS C:

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

07/01/2011

Class # A1	\$ 33.85
Class # A	33.41
Class # B	32.50
Class # C	29.93

Additional \$0.50 per hr for Tower Cranes.

Additional \$0.50 per hr for Cranes with Boom length & jib 150ft. and over.

Additional \$1.00 per hr for Cranes with Boom length & jib 200ft. and over.

Additional \$2.00 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 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

## SUPPLEMENTAL BENEFITS

Per hour paid

Journeyman \$ 21.62

## 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 Saturday holiday shall be paid double time plus the holiday pay.

## REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour paid

All terms \$ 17.05

1-106b

## Operating Engineer - Heavy&Highway

02/01/2012

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

**DISTRICT** 1

## ENTIRE COUNTIES

Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, 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 Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to 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.

Herkimer: East of a North/South line through the Railroad Station at Little Falls.

## WAGES

MASTER MECHANIC

## CLASSIFICATION 1A:

Boom Truck (over 5 tons, manufacturers rating), Crane, Cherry Picker (over 5 tons capacity), Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane

## CLASSIFICATION A:

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 (CM1 Type), Blacktop Plant (Automated), Boom truck (5 tons and under), Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self-Propelled, Slipform), Concrete Pump, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically 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 Belt-Type Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

## CLASSIFICATION B:

Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (Non-Automated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant (Non-Automated) and All Concrete Batching Plants, Cherry Picker (5 tons capacity and under), 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, Hi-Pressure 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, Mixer (for stabilized base self-propelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above sub-grade), Sea Mule, Self-contained Ride-on Rock Drill (Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vermeer saw (ride on, any size or type), Welder, Winch, Winch Cat

**CLASSIFICATION C:**

A Frame Winch Hoist on Truck, Aggregate Plant, Ballast Regulator (Ride-on), Boiler (used in conjunction with production), Bituminous Heater (self-propelled), Cement and Bin Operator, Hands-Off Equipment (Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants, Heaters), Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Directional Drill Machine Locator, Drill (Core), Drill (Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Guniting 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, Revinus 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 Insertor (Ride-on), Tie Spacer (Ride-on), Tire Repair, Track Liner (Ride-on), Tractor Tractor (with towed accessories), Vac Truck, Vibratory Compactor, Vibro Tamp, Well Point

\*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.

**WAGES per hour**

07/01/2011

Master Mechanic	\$ 34.97
Class 1A	33.79
Class A	33.36
Class B	32.45
Class C	29.88

Additional \$2.00 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 \$0.50 per hr for Cranes with Boom length & jib 150ft. and over.

Additional \$1.00 per hr for Cranes with Boom length & jib 200ft. and over.

Additional \$0.50 per hr for Tower Cranes.

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.

(\*\*)To be allocated at a later date

**SUPPLEMENTAL BENEFITS**

Per hour paid

Journeyman	\$ 21.85
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**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, it will be celebrated on Saturday.

**REGISTERED APPRENTICES**

Wages per hour

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

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

Supplemental Benefits per hour paid

All Terms	\$ 17.25
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1-106h

**Operating Engineer - Marine Construction**

**02/01/2012**

**JOB DESCRIPTION** Operating Engineer - Marine Construction

**DISTRICT 4**

**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:	
DREDGING OPERATIONS	07/01/2011
CLASS A	
Operator, Leverman, Lead Dredgeman	\$ 32.89
CLASS A1	To Conform to Operating Engineer
Dozer,Front Loader Operator	Prevailing Wage in Locality where Work is being Performed including Benefits.
CLASS B	
Spider/Spill Barge Operator, Tug Operator(over1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer	\$ 28.49
Certified Welder, Boat Operator(licensed)	\$ 26.84
CLASS C	
Drag Barge Operator, Steward, Mate, Assistant Fill Placer,	\$ 26.14
Welder (please add)\$ 0.06	
Boat Operator	\$ 25.29
CLASS D	
Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor	\$ 21.09
Oiler(please add)\$ 0.09	

#### **SUPPLEMENTAL BENEFITS**

Per Hour:  
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	07/01/2011 \$ 8.05 plus 7% of straight time wage overtime hours add \$ 0.63
All Class C	\$ 7.75 plus 7% of straight time wage overtime hours add \$ 0.48
All Class D	\$ 7.45 plus 7% of straight time wage overtime hours add \$ 0.23

#### **OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

#### **HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarConst

**JOB DESCRIPTION** Operating Engineer - Survey Crew

**DISTRICT** 6

**ENTIRE COUNTIES**

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, 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 boundry line of the City of Poughkeepsie North.

Genesee: Only that 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**

Per hour:

SURVEY CLASSIFICATIONS: Party Chief- One who directs a survey party. Instrument person- One who runs the instrument and assists the Party Chief. Rod person- One who holds the rods and, in general, assists the survey party.

	07/01/2011	06/01/2012
Survey Rates:		
Party Chief	\$ 31.62	\$ 32.62
Instrument/Rod person	28.85	29.85

Additional \$3.00 per hr. for work in a Tunnel.

Additional \$2.50 per hr. for EPA or DEC certified toxic or hazardous waste work

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 20.50	\$ 21.75
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**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

WAGES: (1 yr. or 1000 hrs.) terms at the following wage rates.

1st year 60%	\$ 17.31	\$ 17.91
2nd year 70%	20.19	20.89
3rd year 80%	23.08	23.88

SUPPLEMENTAL BENEFITS:	\$ 20.50	\$ 21.75
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6-545 D.H.H.

**Operating Engineer - Survey Crew - Consulting Engineer**

**02/01/2012**

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

**DISTRICT** 6

**ENTIRE COUNTIES**

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, 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 boundry line of the City of Poughkeepsie north.

Genesee: Entire county except that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

**WAGES**

Per hour:

Feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

SURVEY CLASSIFICATIONS: Party Chief- One who directs a survey party.

Instrument Man- One who runs the instrument and assists the Party Chief.

Rodman- One who holds the rods and in general, assists the survey party.

07/01/2011	06/01/2012
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**Survey Rates:**

Party Chief	\$ 31.62	\$ 32.62
Instrument/Rodperson	28.85	29.85

Additional \$3.00 per hr. for work in a Tunnel.

Additional \$2.50 per hr. for EPA or DEC certified toxic or hazardous waste work

**SUPPLEMENTAL BENEFITS**

Per hour worked:	\$ 20.50	\$ 21.75
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**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

6-545 DCE

**Painter**

**02/01/2012**

**JOB DESCRIPTION** Painter

**DISTRICT 1**

**ENTIRE COUNTIES**

Essex, Hamilton, Warren, Washington

**WAGES**

Per hour	07/01/2011	05/01/2012 An Additional
Brush, Taping	\$ 25.04*	\$ 1.35**
Paperhanging	25.04*	1.35**
Spray Rate	25.04*	1.35**
Structural Steel***	26.04*	1.35**
Lead Abatement	26.04*	1.35**
Lead Abatement on Structural Steel	27.04*	1.35**

(\*)PLUS additional \$0.05 per hour for all hours worked added to the base wage for all above categories of Painter.

(\*\*)To be allocated at a later date

(\*\*\*)Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate. Structural Steel rate also applies to tanks over 100,000 gallons or over 20 feet high or under 55 feet wall height, towers, smoke stacks, flag poles.

**Bridge Painter**

See Bridge Painter rates for the following work:

All Bridges, All Elevated Tanks and Shell Tanks over 55 feet wall height.

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman	\$ 9.72
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**OVERTIME PAY**

See (B, E2, H) on OVERTIME PAGE

Premium is applied to base wage only.

**HOLIDAY**

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

Note: If any of the holidays herein 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.

**REGISTERED APPRENTICES**

Wages per hour

1 year terms at the following percentage of Journeyman's wage.

1st year	2nd year	3rd year	4th year
40%	50%	60%	80%

PLUS additoinal \$0.05 per hour for all hours worked for all terms added to the wage

Supplemental Benefits per hour worked

All terms \$ 9.72

1-466-Z2

**Painter - Bridge & Structural Steel**

**02/01/2012**

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

**DISTRICT 9**

**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 Worked) 07/01/2011

**STEEL:**

Bridge Painting \$ 46.25

Power Tool/Spray \$ 52.25

Shift Work: Where project specifications and/or contract provide for night work outside the regular hours of work, and said night work is performed on a second shift, which is separate from the first crew, the night shift employees shall be paid an additional 10% of the regular wage up to seven (7) hours, after which they shall be paid at time and one half the regular wage. If only a night shift is employed, the employees shall be paid at time and one half.

Note: 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.

**SUPPLEMENTAL BENEFITS**

Per Hour Worked:

07/01/2011

Journeyworker \$ 31.04\*  
\$ 31.04\*\*

Hourly Rate after 40 hours  
from May 1st to Nov. 15th \$ 6.75 only

Hourly Rate after 50 hours  
from Nov. 16th to April 30th \$ 6.75 only

\*For the period of May 1st to November 15th:

This rate shall be paid up to maximum of forty (40) hours worked per week. For all hours exceeding 40, the hourly rate shall drop to the hourly rate shown above by date.

EXCEPT for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

\*\*For the period of November 16th to April 30th:

This rate shall be paid up to a maximum of fifty (50) hours worked per week. For all hours exceeding 50, the hourly rate shall drop to the hourly rate shown above by date.

**OVERTIME PAY**

See (A, F, R) on OVERTIME PAGE

\*Note: When calculating overtime pay for the Power Tool/ Spray classification, add Six dollars to the hourly overtime rate calculated for the "Bridge Painting" classification.

**HOLIDAY**

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

**REGISTERED APPRENTICES**

(Wage per hour Worked):

(1) year terms at the following percentage of Journeyworkers wage.

Apprentices:	1st	2nd	3rd
07/01/2011	40%	60%	80%

Supplemental Benefits:

1st Term: Same percentage as used for wage

2nd and 3rd term: Same percentage as used for wage

9-DC-9/806/155-BrSS

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**Painter - Line Striping****02/01/2012****JOB DESCRIPTION** Painter - Line Striping**DISTRICT 9****ENTIRE COUNTIES**

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

**WAGES**

Per hour:

Painter (Striping-Highway): 07/01/2011

Striping-Machine Operator\* \$26.61

Linerman Thermoplastic \$31.87

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

**SUPPLEMENTAL BENEFITS**

Per hour paid: 07/01/2011

Journeyworker: \$13.06

**OVERTIME PAY**

See (B, E, P, S) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 20) on HOLIDAY PAGE

Overtime: See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE

9-8A/28A-LS

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**Painter - Metal Polisher****02/01/2012****JOB DESCRIPTION** Painter - Metal Polisher**DISTRICT 9****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, Schuylar, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

07/01/2011

Metal Polisher \$ 25.60\*

\*Note: All workers shall be paid an additional premium in an amount equal to twenty (20%) percent of their basic straight time rate of pay for all time worked on hanging scaffolds and on standing scaffolds while working more than 34 feet off the ground. Such premium are to be paid on top of their straight time or overtime, whichever is applicable. This also applies to employees erecting scaffolding.

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2011

Journeyworker: \$ 11.12

**OVERTIME PAY**

See (B, E, Q, 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**

55% of Basic Polisher Rate

9-8A/28A-MP

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**Plumber****02/01/2012**

**JOB DESCRIPTION** Plumber

**DISTRICT 1**

**ENTIRE COUNTIES**

Essex, Franklin

**PARTIAL COUNTIES**

Hamilton: The Townships of Long Lake and Indian Lake

**WAGES**

Per hour

	07/01/2011	05/01/2012 An Additional	05/01/2013 An Additional
Plumber & Steamfitter	\$ 31.25	\$ 2.80**	\$ 2.80**

\*\*To be allocated at a later date

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman	\$ 13.03 + 8.30*
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\* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 23) on HOLIDAY PAGE

Note: Whenever a Holiday falls on a 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 Journeyman's wage

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

Supplemental Benefits per hour worked

1st yr	\$ 11.77 + 4.15*
2nd yr	12.02 + 4.98*
3rd yr	12.27 + 5.81*
4th yr	12.52 + 6.64*
5th yr	12.78 + 7.47*

\* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

1-773-SF

**Roofer**

**02/01/2012**

**JOB DESCRIPTION** Roofer

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour

	07/01/2011	06/01/2012 An Additional	06/01/2013 An Additional
Roofer/Waterproofer	\$ 26.40	\$ 1.50*	\$ 1.50*
Pitch & Asbestos	28.40	\$ 1.50*	\$ 1.50*

(\*)To be allocated at a later date

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 12.62

**OVERTIME PAY**

See ( B, E\*, Q ) on OVERTIME PAGE.

\* Saturday may be used as a make up day at straight time if employee misses 8 hrs or more during that week due to inclement weather.

**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

( 1/2 ) year terms at the following per cent of the Roofer/Waterproofer rate. For Pitch & Asbestos work, an additional \$2.00 must be paid in wages.

1st yr 1st half	50%
1st yr 2nd half	58%
2nd yr 1st half	66%
2nd yr 2nd half	74%
3rd yr 1st half	82%
3rd yr 2nd half	90%

Supplemental Benefits per hour worked

1st yr 1st half	\$ 10.85
1st yr 2nd half	11.04
2nd yr 1st half	11.27
2nd yr 2nd half	11.47
3rd yr 1st half	11.75
3rd yr 2nd half	11.95

1-241

**Sheetmetal Worker**

**02/01/2012**

**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

07/01/2011

Sheetmetal Worker \$ 29.78

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 22.34

**OVERTIME PAY**

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

\* Double time after 8 hours on Saturdays.

**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:

1st term	\$ 15.60
2nd term	16.88

3rd term	17.51
4th term	18.15
5th term	18.46
6th term	19.36
7th term	20.85
8th term	22.34
9th term	23.82
10th term	25.31

Supplemental Benefits per hour worked

1st term	\$ 14.57
2nd term	14.98
3rd term	15.19
4th term	15.41
5th term	18.61
6th term	18.91
7th term	19.39
8th term	19.89
9th term	20.38
10th term	20.87

1-83

**Sprinkler Fitter**

**02/01/2012**

**JOB DESCRIPTION** Sprinkler Fitter

**DISTRICT 1**

**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, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

**WAGES**

Per hour

	07/01/2011	01/01/2012	04/01/2012	01/01/2013
Sprinkler Fitter	\$ 30.15	\$ 30.15	\$ 31.05	\$ 31.05

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman	\$ 19.00	\$ 19.15	\$ 19.15	\$ 19.30
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**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

**REGISTERED APPRENTICES**

Wages per hour

For Apprentices Hired Prior To 04/01/2010:

One Half Year terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
50%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

	07/01/2011	01/01/2012	04/01/2012	01/01/2013
1st & 2nd terms	\$ 8.15	\$ 8.15	\$ 8.15	\$ 8.15
3rd & 4th terms	14.00	14.15	14.15	14.30
All others	19.00	19.15	19.15	19.30



For Apprentices Hired On Or After 04/01/2010:

One Half Year terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

	07/01/2011	01/01/2012	04/01/2012	01/01/2013
1st & 2nd terms	\$ 8.15	\$ 8.15	\$ 8.15	\$ 8.15
3rd & 4th terms	14.00	14.15	14.15	14.30
All others	14.75	14.90	14.90	15.05

1-669

### Teamster - Building

02/01/2012

**JOB DESCRIPTION** Teamster - Building

**DISTRICT 7**

#### ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, St. Lawrence

#### PARTIAL COUNTIES

Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen, Harrisburg, Montague, Osceola and Pinckney.

Oswego: Only the Towns of Boylston, Redfield, and Sandy Creek.

Warren: Only the Townships of Hague, Horicon, Chester and Johnsburg.

#### WAGES

GROUP # 1: Fuel Trucks, Fork Lift (Warehouse & Storage Area Only), Bus, Warehouse, Yardman, Truck Helper, Pickups, Panel Truck, Flatbody Material Trucks (straight Jobs), Single axle Dump Trucks, Dumpsters, Material Checkers & Receivers, Greasers, Tiremen, Mechanic Helpers and Parts Chasers.

GROUP # 2: Tandems, Mechanics & Batch Trucks.

GROUP # 3: Semi Trailers, Low Boys, Asphalt Distributor Trucks, and Agitator Mixer Truck, Dump Crete Type Vehicles and 3 axle Dump trucks.

GROUP # 4: Asbestos Removal, Special earth moving Euclid type or similar off highway equip.(non self load.) Articulated and all-track dump trucks.

Wages per hour

	07/01/2011	06/01/2012	06/01/2013	06/01/2014
Building:		Additional	Additional	Additional
Group #1	\$ 19.71	\$ 19.58	\$1.70	\$ 1.80
Group #2	19.71	19.58	1.70	1.80
Group #3	19.81	19.68	1.70	1.80
Group #4	19.96	19.84	1.70	1.80

#### SUPPLEMENTAL BENEFITS

Per hour worked:

	07/01/2011	06/01/2012
All groups	\$ 17.44	\$ 19.17

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

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

7-687B

### Teamster - Heavy&Highway

02/01/2012

**JOB DESCRIPTION** Teamster - Heavy&Highway

**DISTRICT 7**

#### ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, St. Lawrence

#### PARTIAL COUNTIES

Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen, Harrisburg, Montague, Osceola and Pinckney.

Oswego: Only the Towns of Boylston, Redfield, and Sandy Creek.

Warren: Only the Townships of Hague, Horicon, Chester and Johnsburg.

#### WAGES

GROUP 1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axle Dump Trucks,

Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers. Fork Lift (storage & warehouse areas only) Tandems and Batch Trucks, Mechanics, Dispatcher. Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Truck.

GROUP 2: Specialized Earth Moving Equipment, Euclid type, or similar off-highway where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck. Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

Per hour:

	07/01/2011	06/01/2012	06/01/2013
Heavy/Highway:			Additional
Group #1	\$ 22.74	\$ 22.46	\$ 1.70
Group #2	22.96	22.68	1.70

Additional \$2.50 per hr for hazardous waste removal work on a City, County, and/or Federal Designated waste site and regulations require employee to use or wear respiratory protection. For work bid on or after April 1, 1982 there shall be a 12 month carryover of the negotiated rate in effect at the time of the bid.

#### SUPPLEMENTAL BENEFITS

Per hour worked:

	07/01/2011	06/01/2012
All classes	\$ 18.75	\$ 20.63

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

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

7-687

#### Welder

02/01/2012

#### 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 07/01/2011

Welder (To be paid the same rate of the mechanic performing the work)

#### OVERTIME PAY

#### HOLIDAY

1-As Per Trade

## Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( AA ) Time and one half of the hourly rate after 7 and one half 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
- ( 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
- ( 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
- ( 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
- ( F ) Time and one half of the hourly rate on Saturday and Sunday
- ( G ) Time and one half of the hourly rate on Saturday and Holidays
- ( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- ( I ) Time and one half of the hourly rate on Sunday
- ( J ) Time and one half of the hourly rate on Sunday and Holidays
- ( K ) Time and one half of the hourly rate on Holidays
- ( L ) Double the hourly rate on Saturday
- ( M ) Double the hourly rate on Saturday and Sunday
- ( N ) Double the hourly rate on Saturday and Holidays
- ( O ) Double the hourly rate on Saturday, Sunday, and Holidays
- ( P ) Double the hourly rate on Sunday
- ( Q ) Double the hourly rate on Sunday and Holidays
- ( R ) Double the hourly rate on Holidays
- ( S ) Two and one half times the hourly rate for Holidays, if worked
- ( 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, if worked

- ( U ) Four times the hourly rate for Holidays, if worked
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.

NOTE: BENEFITS are PER HOUR WORKED, for each hour worked, unless otherwise noted

## 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





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

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

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

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

**This Form Must Be Typed**

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

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

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

Telephone: ( )

Fax: ( )

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University  
Construction Fund

☐ 05 Mental Hygiene  
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,  
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State  
(Describe)

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

Telephone:( )

Fax: ( )

E-Mail:

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

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR  
THIS PROJECT :

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:

Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

☐ 1. New Building

☐ 2. Addition to Existing Structure

☐ 3. Heavy and Highway Construction (New and Repair)

☐ 4. New Sewer or Waterline

☐ 5. Other New Construction (Explain)

☐ 6. Other Reconstruction, Maintenance, Repair or Alteration

☐ 7. Demolition

☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

☐ Construction (Building, Heavy  
Highway/Sewer/Water)

☐ Tunnel

☐ Residential

☐ Landscape Maintenance

☐ Elevator maintenance

☐ Exterminators, Fumigators

☐ Fire Safety Director, NYC Only

☐ Guards, Watchmen

☐ Janitors, Porters, Cleaners,  
Elevator Operators

☐ Moving furniture and  
equipment

☐ Trash and refuse removal

☐ Window cleaners

☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES ☐ NO ☐

10. Name and Title of Requester

Signature







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

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

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

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

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

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

<https://dbr.labor.state.ny.us/EDList/searchPage.do>



**NYSDOL Bureau of Public Work Debarment List 02/02/2012**

**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	NYC		A & T IRON WORKS INC		25 CLIFF STREET NEW ROCHELLE NY 10801	12/21/2009	12/21/2014
DOL	DOL	*****0711	A ULIANO & SON LTD		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL		A ULIANO CONSTRUCTION		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	NYC	*****5804	AAR/CO ELECTRIC INC		5902 AVENUE N BROOKLYN NY 11234	03/20/2009	03/20/2014
DOL	DOL	*****9095	ABDO TILE CO		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	06/25/2015
DOL	DOL	*****9095	ABDO TILE COMPANY		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	06/25/2015
DOL	DOL	*****0635	ABOVE ALL PUMP REPAIR CORP		360 KNICKERBOCKER AVENUE BATAVIA NY 11716	10/20/2008	10/20/2013
DOL	NYC	*****5022	ACE DRYWALL SYSTEMS INC.		194 ASHLAND PLACE BROOKLYN NY 11217	03/06/2008	03/06/2013
DOL	AG	*****8219	ACTIVE CABLING INC		C/O FRANK DECAPITE 7 SYCAMORE ROAD DRWOODBURY NY 11797	10/02/2008	10/01/2013
DOL	DOL		ADAM A CEMERYS		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	07/08/2015
DOL	DOL	*****3012	ADAM DECKMAN	DECKMAN PAINTING	154 POND VIEW PARKWAY ROCHESTER NY 14612	04/16/2007	04/16/2012
DOL	DOL		ADAM'S FLOOR COVERING LLC		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	08/08/2015
DOL	DOL		AFFORDABLE PAINTING PLUS		367 GREEVES ROAD NEW HAMPTON NY 10958	10/01/2010	10/01/2015
DOL	DOL		ALL TOWNS MECHANICAL	BARRY MORRIS	18 EAST SUNRISE HIGHWAY FREEPORT NY 11758	01/21/2008	01/21/2013
DOL	DOL	*****3101	ALLSTATE CONCRETE CUTTING, INC.		635 MIDLAND AVENUE GARFIELD NJ 07026	07/09/2007	07/09/2012
DOL	DOL	*****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/18/2016
DOL	DOL	*****8534	ALPHA INTERIORS INC		513 ACORN STREET/ SUITE C DEER PARK NY 11729	05/27/2010	05/27/2015
DOL	DOL	*****8291	AMIR'S VISION INC		230 PRATT STREET BUFFALO NY 14204	09/17/2008	09/17/2013
DOL	NYC		ANDERSON LOPEZ		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL	*****0860	ANDREA STEVENS	STEVENS TRUCKING	2458 EAST RIVER ROAD CORTLAND NY 13045	01/23/2008	01/23/2013
DOL	AG		ANTHONY BRANCA		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DOL		ANTHONY POSELLA		30 GLEN HOLLOW ROCHESTER NY 14622	10/19/2009	10/19/2014
DOL	DOL		ANTHONY TAORMINA		215 MCCORMICK DRIVE BOHEMIA NY 11716	05/20/2009	05/20/2014
DOL	DOL		ANTHONY ULIANO		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL	*****2725	ARAGONA CONSTRUCTION CORP		5755 NEWHOUSE ROAD EAST AMHERST NY 14051	10/10/2007	10/10/2012
DOL	DOL	*****8688	ARC MECHANICAL CORP		215 MCCORMICK DRIVE BOHEMIA NY 11716	05/20/2009	05/20/2014
DOL	DOL	*****8482	ARGO CONTRACTING CORP		5752 WEST WEBB ROAD YOUNGSTOWN OH 44515	05/21/2008	05/21/2013
DOL	NYC		ARIE BAR		5902 AVENUE N BROOKLYN NY 11234	03/20/2009	03/20/2014
DOL	DOL		ARTHUR C OSUORAH		PO BOX 1295 BUFFALO NY 14215	02/15/2008	02/15/2013
DOL	DOL	*****8027	ARTHUR DESIGN ENGINEERS & ASSOCIATES		PO BOX 1295 BUFFALO NY 14215	02/15/2008	02/15/2013
DOL	DOL	*****9336	ARTIERI SPECIALTIES LLC	SWITZER SALES	107 STEVENS STREET LOCKPORT NY 14094	11/04/2009	11/04/2014
DOL	DOL	*****2993	AST DRYWALL & ACOUSTICS INC		46 JOHN STREET - STE 711 NEW YORK NY 10038	12/16/2008	12/16/2013
DOL	DA	*****5761	AZTEC PLUMBING & HEATING CORP		153 BAYWOODS LANE BAY SHORE NY 11706	03/19/2007	03/19/2012
DOL	DOL	*****2534	B & B CONCRETE CONTRACTORS INC		55 OLD TURNPIKE ROAD SUITE 612MANUET NY 10954	02/04/2011	02/04/2016
DOL	DOL	*****7828	BALLAGH GENERAL CONTRACTING INC		250 KNEELAND AVENUE YONKERS NY 10705	07/09/2007	07/09/2012
DOL	NYC		BASIL ROMEO		243-03 137TH AVENUE ROSEDALE NY 11422	03/25/2010	03/25/2015

**NYSDOL Bureau of Public Work Debarment List 02/02/2012**

**Article 8**

DOL	DOL		BEATRICE ORTEGA		764 BRADY AVE - APT 631 BRONX NY 10462	05/21/2008	05/21/2013
DOL	DOL	*****2294	BEDELL CONTRACTING CORP		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL		BENNY VIGLIOTTI		C/O LUVIN CONSTRUCTION CO P O BOX 357CARLE PLACE NY 11514	03/15/2010	03/15/2015
DOL	DOL		BERNADETTE GORMALLY		250 KNEELAND AVENUE YONKERS NY 10705	07/09/2007	07/09/2012
DOL	NYC		BERNARD COHNEN		193 HARWOOD PLACE PARAMUS NJ 07652	05/14/2008	05/14/2013
DOL	DOL	*****6999	BEST ROOFING OF NEW JERSEY LLC		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL	*****9890	BETTY JOE FRAZIER	NOBLE CONSTRUCTI ON GROUP	23960 WHITE ROAD WATERTOWN NY 13601	02/14/2008	02/14/2013
DOL	DOL		BIAGIO CANTISANI		200 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	12/04/2014
DOL	DOL	*****0818	BLASTEC INC	MILLER SANDBLASTIN G & PAINTING	121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	DOL	*****8501	BLOCKHEAD CONCRETE & PAVING INC		P O BOX 71 CHEEKTOWAGA NY 14225	09/03/2008	09/03/2013
DOL	NYC	*****8377	BOSPHORUS CONSTRUCTION CORPORATION		3817 KINGS HIGHWAY-STE 1D BROOKLYN NY 11234	06/30/2010	06/30/2015
DOL	DOL		BRIAN HOXIE		2219 VALLEY DRIVE SYRACUSE NY 13207	12/04/2009	12/04/2014
DOL	DOL	*****4311	C & F SHEET METAL CORP		201 RICHARDS STREET BROOKLYN NY 11231	02/25/2009	02/24/2014
DOL	DOL	*****9286	CALI BROTHERS INC		1223 PARK STREET PEEKSKILL NY 10566	09/12/2007	09/12/2012
DOL	DOL		CANTISANI & ASSOCIATES LTD		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	12/04/2014
DOL	DOL		CARMODY CONCRETE CORP		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	12/04/2014
DOL	DOL		CARMODY ENTERPRISES LTD		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	12/04/2014
DOL	DOL		CARMODY INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	12/04/2014
DOL	DOL		CARMODY MASONRY CORP		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	12/04/2014
DOL	DOL		CARMODY"2" INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	12/04/2014
DOL	DOL	*****9721	CATENARY CONSTRUCTION CORP		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2006	10/20/2014
DOL	DOL	*****7924	CBI CONTRACTING INCORPORATED		2081 JACKSON AVENUE COPIAGUE NY 11726	06/03/2010	06/03/2015
DOL	DOL		CHARLES MURDOUGH		203 KELLY DRIVE EAST AURORA NY 14052	03/26/2008	03/26/2013
DOL	DOL		CHARLES OKRASKI		67 WARD ROAD SALT POINT NY 12578	01/21/2011	01/21/2016
DOL	DOL		CHARLES RIBAUDO		513 ACORN ST - SUITE C DEER PARK NY 11729	05/27/2010	05/27/2015
DOL	DOL	*****1416	CHEROMINO CONTROL GROUP LLC		61 WILLET ST - SUITE 14 PASSAIC NJ 07055	12/03/2009	07/09/2015
DOL	DOL		CHESTER A BEDELL		1233 WALT WHITMAN ROAD MELVILLE NY 11747	04/29/2008	04/29/2013
DOL	DOL		CHRIS SAVOURY		44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL		CHRIST R PAPAS		C/O TRAC CONSTRUCTION INC 9091 ERIE ROADANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		CHRISTOF PREZBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL		CITY GENERAL BUILDERS INC		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	*****7086	CITY GENERAL IRON WORKS INC		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	*****5329	CNY MECHANICAL ASSOCIATES INC		P O BOX 250 EAST SYRACUSE NY 13057	11/06/2008	11/06/2013
DOL	NYC	*****1768	COFIRE PAVING CORPORATION		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL	*****8342	CONKLIN PORTFOLIO LLC		60 COLONIAL ROAD STILLWATER NY 12170	02/15/2011	02/15/2016

**NYSDOL Bureau of Public Work Debarment List 02/02/2012**

**Article 8**

DOL	DOL	*****5740	CORTLAND GLASS COMPANY INC		336 TOMPKINS STREET CORTLAND NY 13045	10/21/2010	07/15/2016
DOL	NYC	*****8777	CROSSLAND ELECTRICAL SYSTEMS INC		846 EAST 52ND STREET BROOKLYN NY 11203	12/19/2008	12/29/2013
DOL	DOL	*****0115	CROW AND SUTTON ASSOCIATES INC		949 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL	*****4266	CRYSTAL INTERIOR CONTRACTING INC		922 CRESCENT STREET BROOKLYN NY 11208	05/21/2008	05/21/2013
DOL	DOL	*****1804	CUSTOM GARDEN LANDSCAPING INC		283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965	09/28/2009	09/28/2014
DOL	DOL	*****9453	D & D MASON CONTRACTORS INC		158-11 96TH STREET HOWARD BEACH NY 11414	06/25/2009	06/25/2014
DOL	DOL	*****6339	D J FLOORS INC		9276 VIA CIMATO DRIVE CLARENCE CENTER NY 14032	08/29/2007	08/29/2012
DOL	DOL		D JAMES SUTTON		949 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		DANIEL CELLUCCI ELECTRIC		17 SALISBURY STREET GRAFTON MA 01519	06/02/2010	06/02/2015
DOL	DOL	*****7129	DANIEL T CELLUCCI	DANIEL CELLUCCI ELECTRIC	17 SALISBURY STREET GRAFTON MA 01519	06/02/2010	06/02/2015
DOL	DOL		DARIN ANDERSON		134-25 166 PLACE #5E JAMAICA NY 11434	08/07/2008	08/07/2013
DOL	DOL		DARREN MAYDWELL		115 LEWIS STREET YONKERS NY 10703	05/12/2009	05/12/2014
DOL	DOL		DEANNA J REED		5900 MUD MILL RD-BOX 949 BREWERTON NY 13029	09/02/2008	09/02/2013
DOL	DOL	*****3012	DECKMAN PAINTING		154 POND VIEW PARKWAY ROCHESTER NY 14612	04/16/2007	04/16/2012
DOL	DOL	*****2311	DELCON CONSTRUCTION CORP		220 WHITE PLAINS ROAD TARRYTOWN NY 10591	08/27/2009	08/27/2014
DOL	DOL	*****6971	DELPHI PAINTING AND DECORATING INC		1445 COMMERCE AVENUE BRONX NY 10461	10/09/2007	10/09/2012
DOL	DOL	*****3538	DELTA CONTRACTING PAINTING AND DESIGN INC		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	10/19/2015
DOL	DOL		DESMOND CHARLES		922 CRESCENT STREET BROOKLYN NY 11208	05/21/2008	05/21/2013
DOL	DOL		DIMITEIUS KASSIMIS		152-65 11TH AVENUE WHITESTONE NY 11357	05/22/2008	05/22/2013
DOL	DOL		DONALD NOWAK		10 GABY LANE CHEEKTOWAGA NY 14227	10/15/2009	10/15/2014
DOL	DOL		DONALD SCHWENDLER		9276 VIA CIMATO DRIVE CLARENCE CENTER NY 14032	08/29/2007	08/29/2012
DOL	DOL	*****6148	DOT CONSTRUCTION OF NY INC		765 BRADY AVE - APT 631 BRONX NY 10462	05/21/2008	05/21/2013
DOL	DOL		DOUGLAS MCEWEN		121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	DOL		DRAGOLJUB RADOJEVIC	61 WILLET ST - SUITE 14	PASSAIC NJ 07055	12/03/2009	07/09/2015
DOL	NYC	*****6176	E N E L ELECTRICAL CORP		1107 MCDONALD AVENUE BROOKLYN NY 11230	07/30/2010	07/30/2015
DOL	NYC	*****8074	ECONOMY IRON WORKS INC		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL		EDWARD SUBEH		1 CHELSEA COURT ATLANTIC CITY NJ 08401	10/06/2008	10/06/2013
DOL	NYC	*****6260	EL TREBOL SPECIAL CLEANING INC		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	DOL	*****3554	ELITE BUILDING ENTERPRISES INC		34-08 PARKWAY DRIVE BALDWIN NY 11510	07/01/2008	07/21/2013
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL	*****6101	ENHANCED DATA COM INC		75 SHERBROOK ROAD NORTH BABYLON NY 11704	07/01/2010	07/01/2015
DOL	DOL		ERROL L ALLEN		134-25 166 PLACE #5E JAMAICA NY 11434	08/07/2008	08/07/2013
DOL	DOL		ESCO INSTALLERS LLC		1 CHELSEA COURT ATLANTIC CITY NJ 08401	10/06/2008	10/06/2013
DOL	DOL	*****0329	FAULKS PLUMBING HEATING & AIR CONDITIONING INC		3 UPTON STREET HILTON NY 14468	06/10/2008	06/10/2013
DOL	DOL		FERNANDO GOMEZ		201 RICHARDS STREET BROOKLYN NY 11231	02/25/2009	02/25/2014
DOL	DOL	*****0768	FISHER CONCRETE INC		741 WELSH ROAD JAVA CENTER NY 14082	04/08/2009	04/08/2014
DOL	DOL	*****5867	FJM-FERRO INC		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016

**NYSDOL Bureau of Public Work Debarment List 02/02/2012**

**Article 8**

DOL	DOL	*****0115	FOXCROFT NURSERIES INC		949 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		FRANCIS (FRANK) OSCIER		3677 SENECA STREET WEST SENECA NY 14224	09/03/2008	09/03/2013
DOL	NYC		FRANK (FRANCIS) OSCIER		3677 SENECA STREET WEST SENECA NY 14224	09/03/2008	09/03/2013
DOL	NYC		FRANK ACOCELLA		68 GAYLORD ROAD SCARSDALE NY 10583	02/10/2011	02/10/2016
DOL	NYC		FRANK BAKER		24 EDNA DRIVE SYOSSET NY 11791	05/14/2008	05/14/2013
DOL	DOL		FRANK J MERCANDO	C/O MERCANDO CONTRACTIN G CO INC	134 MURRAY AVENUE YONKERS NY 10704	11/22/2008	11/22/2013
DOL	DOL		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	12/11/2014
DOL	DOL		FRANK ORTIZ		75 SHERBROOK ROAD NORTH BABYLON NY 11704	07/01/2010	07/01/2015
DOL	DOL		FRED ABDO	ABDO TILE COMPANY AKA ABDO TILE CO	6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	06/25/2015
DOL	NYC		FREDERICK LEE		89 WALKER STREET NEW YORK NY 10013	01/04/2008	01/04/2013
DOL	DOL	*****9202	G & M PAINTING ENTERPRISES INC		13915 VILLAGE LANE RIVERVIEW MI 48192	02/05/2010	02/05/2015
DOL	DOL	*****9832	G A FALCONE CONSTRUCTION INC		253 COMMONWEALTH AVENUE BUFFALO NY 14216	08/07/2007	08/07/2012
DOL	DOL	*****7088	GBA CONTRACTING CORP		4015 21ST AVENUE ASTORIA NY 11105	01/11/2008	01/11/2013
DOL	DOL	*****6826	GBE CONTRACTING CORPORATION		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	NYC		GELSOMINA TASSONE		25 CLIFF STREET NEW ROCHELLE NY 10801	06/15/2010	06/15/2015
DOL	DOL		GEORGE A PATTI III		P O BOX 772 JAMESTOWN NY 14701	08/13/2010	08/13/2015
DOL	NYC		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GEORGE SHINAS		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	DOL		GERALD A POLLOCK		336 TOMPKINS STREET CORTLAND NY 13045	06/29/2010	07/15/2016
DOL	DOL		GERALD F POLUCH JR		2085 BRIGHTON HENRIETTA TOWN LINE ROADROCHESTER NY 14623	11/04/2010	11/04/2015
DOL	AG		GERARD IPPOLITO		563 MUNCEY ROAD WEST ISLIP NY 11795	07/14/2008	07/14/2013
DOL	DOL	*****4013	GR GRATES CONSTRUCTION CORPORATION		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/14/2015
DOL	DOL		GRATES MERCHANT NANNA INC		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/15/2015
DOL	DOL		GREG SURACI		364 BLEAKER ROAD ROCHESTER NY 14609	10/25/2007	10/25/2012
DOL	DOL		GREGG G GRATES		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/14/2015
DOL	DOL		GRETCHEN SULLIVAN		P O BOX 130 CRETE IL 60417	11/10/2011	11/10/2016
DOL	DOL		GRIOGORIOS BELLOS		4015 21ST AVENUE ASTORIA NY 11105	01/11/2008	01/11/2013
DOL	DOL	*****9985	GROUND LEVEL CONSTRUCTION		10 GABY LANE CHEEKTOWAGA NY 14227	10/15/2009	10/15/2014
DOL	DOL	*****7735	GRYF CONSTRUCTION INC		394 SPOTSWOOD-ENGLISH RD MONROE NJ 08831	08/08/2011	08/08/2016
DOL	DOL	*****8904	HALLOCKS CONSTRUCTION CORP	P O BOX 278	YORKTOWN HEIGHTS NY 10598	12/01/2008	12/01/2013
DOL	DOL		HARALAMBOS KARAS		80-12 ASTORIA BOULEVARD EAST ELMHURST NY 11370	11/22/2008	10/22/2013
DOL	DOL	*****5405	HARD LINE CONTRACTING INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL	*****0080	HI-AMP ELECTRICAL CONTRACTING CORP		265-12 HILLSIDE AVENUE FLORAL PARK NY 11004	02/15/2008	02/15/2013
DOL	DOL	*****4331	HIDDEN VALALEY EXCAVATING INC		225 SEYMOUR STREET FREDONIA NY 14063	02/08/2011	02/08/2016
DOL	DOL	*****9893	HOXIE'S PAINTING CO INC		2219 VALLEY DRIVE SYRACUSE NY 13207	12/04/2009	12/04/2014

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DOL	DOL	*****6429	IDM ENTERPRISES INC		60 OUTWATER LANE GARFIELD NJ 07026	05/09/2009	05/09/2014
DOL	DOL	*****6293	IMPRESSIVE CONCRETE CORP		264A SUBURBAN AVENUE DEER PARK NY 11729	12/18/2007	12/18/2012
DOL	DOL	*****8898	IN-TECH CONSTRUCTION INC		8346 BREWERTON ROAD CICERO NY 13039	07/06/2007	07/06/2012
DOL	DOL	*****7561	INDUS GENERAL CONSTRUCTION		33-04 91ST STREET JACKSON HEIGHTS NY 11372	04/28/2010	04/28/2015
DOL	NYC	*****7728	INTEGRITY CONSTRUCTION & CONSULTING SERVS		7615 MYRTLE AVENUE GLENDALE NY 11385	02/15/2007	02/15/2012
DOL	DOL	*****0488	INTERWORKS SYSTEMS, INC.		1233 WALT WHITMAN ROAD MELVILLE NY 11747	04/29/2008	04/29/2013
DOL	DOL		ISRAEL MONTESINOS		517 MILES SQUARE ROAD YONKERS NY 10701	02/15/2008	02/15/2013
DOL	DOL		IVAN D MARKOVSKI		60 OUTWATER LANE GARFIELD NJ 07026	05/09/2009	05/09/2014
DOL	DOL		IVAN TORRES		11 PLYMOUTH ROAD DIX HILLS NY 11746	02/15/2008	02/15/2013
DOL	DOL	*****0579	J & I CONSTRUCTION CORP		110 FOURTH STREET NEW ROCHELLE NY 10801	02/15/2008	02/15/2013
DOL	DOL		J & N LEASING AND BUILDING MATERIALS		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/11/2009	08/11/2014
DOL	DOL	*****1584	J M TRI STATE TRUCKING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	12/30/2016
DOL	DOL		JAMES WALSH		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL		JASON ASBURY		22562 SEA BASS DRIVE BOCA RATON FL 33428	10/10/2007	10/10/2012
DOL	DOL		JAY MEYER		239 MARSH DRIVE DEWITT NY 13214	02/20/2007	02/20/2012
DOL	DOL		JEANETTE CALICCHIA		1223 PARK STREET PEEKSKILL NY 10566	09/12/2007	09/12/2012
DOL	DOL		JEFFREY A NANNA		502 WOODBURNE DRIVE UTICA NY 13502	06/14/2010	06/14/2015
DOL	DOL		JEFFREY ARTIERI		107 STEVENS STREET LOCKPORT NY 14094	11/04/2009	11/04/2014
DOL	DOL		JOHN B DUGAN		121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	DA		JOHN BIAS		153 BAYWOODS LANE BAY SHORE NY 11706	03/19/2007	03/19/2012
DOL	DOL		JOHN BUONADONNA		283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965	09/28/2009	09/28/2014
DOL	DOL		JOHN DESCUL		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	10/19/2015
DOL	NYC		JOHN DITURI		1107 MCDONALD AVENUE BROOKLYN NY 11230	07/30/2010	07/30/2015
DOL	NYC		JOHN FICARELLI		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		JOHN JIULIANI		222 GAINSBORG AVENUE E WEST HARRISON NY 10604	05/10/2010	05/10/2015
DOL	NYC		JOHN MARI JR		278 ROBINSON AVENUE NEW YORK NY 10312	04/06/2008	04/06/2013
DOL	NYC		JOHN O'SHEA		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	DOL	*****5970	JOHN PREVETE FRAMING AND JOHN PREVETE FRAMING INC	JOHN PREVETE	320 RIDGE ROAD WEST MILFORD NJ 07480	03/26/2008	03/26/2013
DOL	DOL	*****2701	JOHN SMYKLA	AFFORDABLE PAINTING PLUS	367 GREEVES ROAD NEW HAMPTON NY 10958	10/01/2010	10/01/2015
DOL	DOL		JORGE OUVINA		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		JOSE DOS SANTOS JR		85-08 60TH AVENUE ELMHURST NY 11373	11/21/2008	11/21/2013
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/18/2016
DOL	DOL		JOSEPH CALICCHIA		1223 PARK STREET PEEKSKILL NY 10566	09/12/2007	09/12/2012
DOL	DOL		JOSEPH CASUCCI		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	DOL		JOSEPH MONETTE		C/O JOHN MONETTE 140 ARMSTRONG AVENUESYRACUSE NY 13209	10/21/2009	10/21/2014

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DOL	DOL	*****1763	JR RESTORATION & ROOFING INC		152-65 11TH AVENUE WHITESTONE NY 11357	05/22/2008	05/22/2013
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	*****9422	JUNKYARD CONSTRUCTION CORP.		2068 ANTHONY AVENUE BRONX NY 10457	12/26/2007	12/26/2012
DOL	DOL	*****3810	K M MARTELL CONSTRUCTION, INC.		57 CROSS ROAD MIDDLETOWN NY 10940	06/25/2007	06/25/2012
DOL	DOL		K NELSON SACKOOR		16 JOY DRIVE NEW HYDE PARK NY 11040	01/05/2010	01/05/2015
DOL	NYC		KAMIL OZTURK		3715 KINGS HWY - STE 1D BROOKLYN NY 11234	06/30/2010	06/30/2015
DOL	NYC		KAZIMIERZ KONOPSKI		194 ASHLAND PLACE BROOKLYN NY 11217	03/06/2008	03/06/2013
DOL	NYC	*****4923	KELLY'S SHEET METAL, INC.		1426 ATLANTIC AVENUE BROOKLYN NY 11216	12/28/2007	12/28/2012
DOL	DOL		KEMPTON MCINTOSH		8531 AVENUE B BROOKLYN NY 11236	12/16/2008	12/16/2013
DOL	DOL		KEVIN MARTELL		57 CROSS ROAD MIDDLETOWN NY 10940	06/25/2007	06/25/2012
DOL	DOL	*****5941	KINGSVIEW ENTERPRISES INC		7 W FIRST STREET P O BOX 2LAKEWOOD NY 14750	01/14/2011	01/14/2016
DOL	DOL		KRIS CLARKSON		2484 CATON ROAD CORNING NY 14830	06/20/2007	06/20/2012
DOL	DOL		KRZYSZTOF PRXYBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	NYC	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****9628	LANCET ARCH INC		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2006	10/19/2014
DOL	DOL		LANCET SPECIALTY CONTRACTING CORP		C/O CATENARY CONSTRUCTION 112 HUDSON AVENUE ROCHESTER NY 14605	10/19/2009	10/19/2014
DOL	DOL		LARRY FRANGOS		5752 WEST WEBB ROAD YOUNGSTOWN OH 44515	05/21/2008	05/21/2013
DOL	DOL	*****7907	LEEMA EXCAVATING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	AG	*****5102	LIBERTY TREE SERVICE, INC.		563 MUNCEY ROAD WEST ISLIP NY 11795	07/14/2008	07/14/2013
DOL	DOL	*****8453	LINPHILL ELECTRICAL CONTRACTORS INC		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	01/07/2016
DOL	DOL		LINVAL BROWN		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	01/07/2016
DOL	DOL	*****5953	LPD CONTRACTING INC		1205 MCBRIDE AVENUE WEST PATTERSON NJ 07424	08/27/2007	08/27/2012
DOL	DOL	*****5171	LUVIN CONSTRUCTION CORP		P O BOX 357 CARLE PLACE NY 11514	03/15/2010	03/15/2015
DOL	DOL	*****9688	M K PAINTING INC		4157 SEVENTH STREET WYANDOTT MI 48192	05/14/2007	05/14/2012
DOL	DOL		MANUEL ESTEVES		55 OLD TURNPIKE ROAD SUITE 612MANUET NY 10954	02/04/2011	02/04/2016
DOL	NYC		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	NYC		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MARIO R ECHEVERRIA JR		588 MEACHAM AVE-SUITE 103 ELMONT NY 11003	08/24/2010	08/24/2015
DOL	DOL		MARK LINDSLEY		355 COUNTY ROUTE 8 FULTON NY 13069	08/08/2009	08/14/2014
DOL	DOL		MASONRY CONSTRUCTION INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	12/04/2014
DOL	DOL		MASONRY INDUSTRIES INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	12/04/2014
DOL	DOL	*****6826	MATSOS CONTRACTING CORPORATION		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	AG	*****9970	MAY CONSTRUCTION CO INC		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DOL	*****9857	MBL CONTRACTING CORPORATION		2620 ST RAYMOND AVENUE BRONX NY 10461	08/30/2011	08/30/2016
DOL	DOL		MCI CONSTRUCTION INC		975 OLD MEDFORD AVENUE FARMINGDALE NY 11738	08/24/2009	08/24/2014



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DOL	DOL	*****5936	MCSI ADVANCED AV SOLUTIONS LLC		2085 BRIGHTON HENRIETTA TOWN LINE ROAD ROCHESTER NY 14623	11/04/2010	11/04/2015
DOL	DOL	*****4259	MERCANDO CONTRACTING CO INC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	12/11/2014
DOL	DOL	*****0327	MERCANDO INDUSTRIES LLC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	12/11/2014
DOL	DOL	*****0241	MERIT FENCE CO INC		130 OLD ROUTE 6 CARMEL NY 10512	08/06/2003	02/02/2012
DOL	DOL		MICHAEL HAYNES		211 BRUCE STREET SYRACUSE NY 13224	12/07/2011	12/07/2016
DOL	DOL		MICHAEL L. KRIVITZA	NORTHEAST TECHNOLOGIES	105 PINE STREET - APT 2 EAST ROCHESTER NY 14445	05/14/2007	05/14/2012
DOL	DOL		MICHAEL STEVENS	STEVENS TRUCKING	2458 EAST RIVER ROAD CORTLAND NY 13045	01/23/2008	01/23/2013
DOL	DOL	*****0860	MICHAEL STEVENS	STEVENS TRUCKING	2458 EAST RIVER ROAD CORTLAND NY 13045	01/23/2008	01/23/2013
DOL	DOL		MICHAEL TAYLOR		66 RYBKA ROAD STUYVESANT FALLS NY 12174	03/02/2007	03/02/2012
DOL	DOL	*****2635	MIDLAND CONSTRUCTION OF CEDAR LAKE INC		13216 CALUMET AVENUE CEDAR LAKE IL 46303	11/10/2011	11/10/2016
DOL	DOL	*****5517	MILLENNIUM PAINTING INC		67 WARD ROAD SALT POINT NY 12578	01/21/2011	01/21/2016
DOL	DOL	*****0818	MILLER SANDBLASTING AND PAINTING		121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	NYC		MOHAMMAD SELIM		73-12 35TH AVE - APT F63 JACKSON HEIGHTS NY 11372	03/04/2010	03/04/2015
DOL	DA		MOHAMMED SALEEM		768 LYDIG AVENUE BRONX NY 10462	08/18/2009	05/25/2015
DOL	NYC	*****2690	MONDOL CONSTRUCTION INC		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	DOL		MORTON LEVITIN		3506 BAYFIELD BOULEVARD OCEANSIDE NY 11572	08/30/2011	08/30/2016
DOL	DOL	*****2357	MUNICIPAL MILLING & MIX-IN-PLACE		9091 ERIE ROAD ANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL	*****2251	MURDOUGH DEVELOPMENT CO., INC.		203 KELLY DRIVE EAST AURORA NY 14052	03/26/2008	03/26/2013
DOL	DA	*****9642	MUTUAL OF AMERICAL GENERAL CONSTRUCTION & MANAGEMENT CORP		768 LYDIG AVENUE BRONX NY 10462	08/18/2009	05/25/2015
DOL	DOL		N PICCO AND SONS CONTRACTING INC		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/11/2009	08/11/2014
DOL	DOL	*****4133	NASDA ELECTRICAL ENTERPRISES INC		134-25 166 PLACE - #5E JAMAICA NY 11434	08/07/2008	08/07/2013
DOL	DOL	*****9445	NASDA ENTERPRISES INC		134-25 166 PLACE #5E JAMAICA NY 11434	08/07/2008	08/07/2013
DOL	DOL		NAT PICCO		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/22/2009	08/22/2014
DOL	DOL		NICOLE SPELLMAN		2081 JACKSON AVENUE COPIAGUE NY 11726	06/03/2010	06/03/2015
DOL	DOL		NIKOLAS PSAREAS		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL	*****9890	NOBLE CONSTRUCTION		23960 WHITE ROAD WATERTOWN NY 13601	02/14/2008	02/14/2013
DOL	DOL	*****7771	NORTHEAST TECHNOLOGIES		105 PINE STREET APT. 2 EAST ROCHESTER NY 14445	05/14/2007	05/14/2012
DOL	DOL	*****1833	NORTHEASTERN SUPREME FLOOR CO., INC		66 BENEDICT STREET CASTLETON NY 12033	03/02/2007	03/02/2012
DOL	DOL	*****7041	NYCOM SERVICES CORP		80-12 ASTORIA BOULEVARD EAST ELMHURST NY 11370	11/22/2008	11/22/2013
DOL	DOL	*****0797	O GLOBO CONSTRUCTION CORP		85-06 60TH AVENUE ELMHURST NY 11373	11/21/2008	11/21/2013
DOL	NYC		OLIVER HOLGUIN		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	NYC	*****3855	OT & T INC		36-28 23RD STREET LONG ISLAND CITY NY 11106	01/15/2008	05/14/2013
DOL	NYC	*****9833	PARADISE CONSTRUCTION CORP		6814 8TH AVENUE BROOKLYN NY 11220	12/05/2007	12/05/2012
DOL	DOL	*****5226	PASCARELLA & SONS		459 EVERDALE AVENUE WEST ISLIP NY 11759	01/10/2010	01/10/2015
DOL	DOL		PATRICK BURNS		19 E. CAYUGA STREET OSWEGO NY 13126	05/15/2008	05/15/2013
DOL	DOL		PATRICK SHAUGHNESSY		88 REDWOOD DRIVE ROCHESTER NY 14617	05/16/2008	05/16/2013

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DOL	DOL		PEDRO RINCON		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL		PETER J LANDI		249 MAIN STREET EASTCHESTER NY 10709	10/05/2009	10/05/2014
DOL	DOL	*****7229	PETER J LANDI INC		249 MAIN STREET EASTCHESTER NY 10709	10/05/2009	10/05/2014
DOL	DOL	*****1136	PHOENIX ELECTRICIANS COMPANY INC		540 BROADWAY P O BOX 2222ALBANY NY 12201	03/09/2010	03/09/2015
DOL	DOL	*****5419	PINE VALLEY LANDSCAPE CORP		RR 1, BOX 285-B BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		PRECISION DEVELOPMENT CORP		115 LEWIS STREET YONKERS NY 10703	05/12/2009	05/12/2014
DOL	DOL	*****7914	PRECISION SITE DEVELOPMENT INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL	*****9359	PRECISION STEEL ERECTORS INC		P O BOX 949 BREWERTON NY 13029	09/02/2008	09/02/2013
DOL	DOL	*****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	12/30/2016
DOL	DOL	*****2326	PUTMAN CONSTRUCTION COMPANY OF WESTERN NY		29 PHYLLIS AVENUE BUFFALO NY 14215	09/03/2008	09/03/2013
DOL	DOL	*****7438	R & H COMMERCIAL FLOORING, INC.		102 WILLOW AVENUE WATKINS GLEN NY 14891	06/20/2007	06/20/2012
DOL	DOL	*****1596	R & T SUPREME SPORTS FLOORING, LLC		66 RYBKA ROAD STUYVESANT FALLS NY 12174	03/02/2007	03/02/2012
DOL	DOL	*****1629	R S CONSTRUCTION COMPANY LLC		571 MILES SQUARE ROAD YONKERS NY 10701	04/04/2007	04/04/2012
DOL	DOL		RAMON BONILLA		938 E 232ND STREET #2 BRONX NY 10466	05/25/2010	05/25/2015
DOL	DOL	*****7294	REDWOOD FLOORING, INC.		88 REDWOOD DRIVE ROCHESTER NY 14617	05/16/2008	05/16/2013
DOL	NYC	*****6978	RISINGTECH INC		243-03 137TH AVENUE ROSEDALE NY 11422	03/25/2010	03/25/2015
DOL	DOL		ROBBYE BISSEsar		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT DIMARSICO		1233 WALT WHITMAN ROAD MELVILLE NY 11747	04/29/2008	04/29/2013
DOL	NYC		ROBERT FICARELLI		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		ROBERT O'HANLON		635 MIDLAND AVENUE GARFIELD NJ 07026	07/09/2007	07/09/2012
DOL	DOL		ROBERT STEVENSON		571 MILES SQUARE ROAD YONKERS NY 10701	04/04/2007	04/04/2012
DOL	DOL	*****1721	ROBERTS CONSTRUCTION OF UPSTATE NEW YORK INC		5 SANGER AVENUE NEW HARTFORD NY 13413	01/28/2009	01/28/2014
DOL	DOL	*****3467	ROCKERS AND NOCKERS LLC		207 RIVERVIEW ROAD REXFORD NY 12148	10/23/2007	10/23/2012
DOL	DOL	*****9025	ROJO MECHANICAL LLC		938 E 232ND STREET #2 BRONX NY 10466	05/25/2010	05/25/2015
DOL	DOL		RONALD R SAVOY	C/O CNY MECHANICAL ASSOCIATES INC	P O BOX 250 EAST SYRACUSE NY 13057	11/06/2008	11/06/2013
DOL	DOL		ROSARIO CARRUBBA		5755 NEWHOUSE ROAD EAST AMHERST NY 14051	10/10/2007	10/10/2012
DOL	DOL	*****5905	ROSE PAINTING CORP		222 GAINSBORG AVENUE EAST WEST HARRISON NY 10604	05/10/2010	05/10/2015
DOL	NYC		ROSS J HOLLAND		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		RUSSELL TUPPER		8346 BREWERTON ROAD CICERO NY 13039	07/06/2007	07/06/2012
DOL	DOL		RUTH H SUTTON		939 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		S & M CONTRACTING LLC		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL	*****2585	S B WATERPROOFING INC		SUITE #3R 2167 CONEY ISLAND AVENUEBROOKLYN NY 11223	11/04/2009	11/04/2014
DOL	DOL	*****9066	SAMAR PAINTING & DECORATING INC		137 E MAIN STREET ELMSFORD NY 10523	12/01/2008	12/01/2013
DOL	NYC	*****0987	SCHWARTZ ELECTRIC CONTRACTORS INC		89 WALKER STREET NEW YORK NY 10013	01/04/2008	01/04/2013
DOL	DOL	*****6348	SEABURY ENTERPRISES LLC		22562 SEA BASS DRIVE BOCA RATON FL 33428	10/10/2007	10/10/2012
DOL	NYC	*****4020	SERVI-TEK ELEVATOR CORP		2546 EAST TREMONT AVENUE BRONX NY 10461	06/04/2009	06/04/2014

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DOL	NYC	*****8252	SEVERN TRENT ENVIRONMENTAL SERVICES INC		16337 PARK ROW HOUSTON TX 77084	06/12/2007	06/12/2012
DOL	NYC		SHAFIQUK ISLAM		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	DOL		SHAIKF YOUSUF		C/O INDUS GENERAL CONST 33-04 91ST STREET JACKSON HEIGHTS NY 11372	04/28/2010	04/28/2015
DOL	DOL	*****0256	SIERRA ERECTORS INC		79 MADISON AVE - FL 17 NEW YORK NY 10016	04/16/2009	04/16/2014
DOL	DOL	*****0415	SIGNAL CONSTRUCTION LLC		199 GRIDER STREET BUFFALO NY 14215	11/14/2006	02/25/2015
DOL	DOL	*****8469	SIGNATURE PAVING AND SEALCOATING		P O BOX 772 JAMESTOWN NY 14701	08/13/2010	08/13/2015
DOL	DOL	*****8469	SIGNATURE SEALCOATING AND STRIPING SERVICE		345 LIVINGSTON AVENUE P O BOX 772 JAMESTOWN NY 14702	04/04/2007	08/13/2015
DOL	DOL	*****9397	SKY COMMUNICATIONS, INC.		PO BOX 278 DEWITT NY 13214	02/20/2007	02/20/2012
DOL	DOL		SPASOJE DOBRIC		61 WILLET STREET - SUITE PASSAIC NJ 07055	07/09/2010	07/09/2015
DOL	DOL	*****3539	SPOTLESS CONTRACTING	IMPACT INDUSTRIAL SERVICES INC	44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	NYC	*****6650	START ELEVATOR CONSTRUCTION, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	NYC	*****3896	START ELEVATOR MAINTENANCE, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	NYC	*****1216	START ELEVATOR REPAIR, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	NYC	*****2101	START ELEVATOR, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	DOL		STEED GENERAL CONTRACTORS INC		1445 COMMERCE AVENUE BRONX NY 10461	10/09/2007	10/09/2012
DOL	DOL		STEFANIE MCKENNA		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		STEPHEN BALZER		34-08 PARKWAY DRIVE BALDWIN NY 11510	07/01/2008	07/01/2013
DOL	DOL		STEVE PAPASTEFANOU		1445 COMMERCE AVENUE BRONX NY 10461	10/09/2007	10/09/2012
DOL	DOL		STEVEN CONKLIN		60 COLONIAL ROAD STILLWATER NY 12170	02/15/2011	02/15/2016
DOL	DOL	*****4081	STS CONSTRUCTION OF WNY		893 EAGLE STREET BUFFALO NY 14210	06/09/2009	06/09/2014
DOL	DOL	*****5966	SUPREME SPORT SURFACES, INC.		66 BENEDICT STREET CASTLETON NY 12033	03/02/2007	03/02/2012
DOL	DOL	*****2036	SURACI ENTERPRISES INC		364 BLEAKER ROAD ROCHESTER NY 14609	10/25/2007	10/25/2012
DOL	DOL	*****4293	THE J OUVINA GROUP LLC		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		THEODORE F FAULKS		18 FIREWEED TRAIL HILTON NY 14468	06/10/2008	06/10/2013
DOL	DOL		THOMAS ASCHMONEIT		79 MADISON AVENUE - FL 17 NEW YORK NY 10016	04/16/2009	04/16/2014
DOL	DOL		THOMAS DEMARTINO		158-11 96TH STREET HOWARD BEACH NY 11414	06/25/2009	06/25/2014
DOL	DOL		THOMAS GORMALLY		250 KNEELAND AVENUE YONKERS NY 10705	07/09/2007	07/09/2012
DOL	DOL		THOMAS TERRANOVA		13 NEW ROAD/SUITE 1 NEWBURGH NY 12550	11/15/2010	11/15/2015
DOL	DOL		TIMOTHY P SUCH		893 EAGLE STREET BUFFALO NY 14210	06/09/2009	06/09/2014
DOL	DOL		TNT DEMOLITION AND ENVIRONMENTAL INC		355 COUNTY ROUTE 8 FULTON NY 13069	08/08/2009	08/19/2014
DOL	DOL	*****3315	TOTAL DOOR SUPPLY & INSTALLATION INC		16 JOY DRIVE NEW HYDE PPARK NY 11040	01/05/2010	01/05/2015
DOL	DOL	*****3315	TOTAL DOOR SUPPLY & INSTALLATION INC		16 JOY DRIVE NEW HYDE PPARK NY 11040	01/05/2010	01/05/2015
DOL	DOL	*****2357	TRAC CONSTRUCTION INC	MUNICIPAL MILLING & MIX -IN- PLACE	9091 ERIE ROAD ANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		TRI STATE TRUCKING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL	*****5213	TRIAD PAINTING CO INC		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016

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**Article 8**

DOL	DOL	*****4294	TWT CONSTRUCTION COMPANY INC		13 NEW ROAD/SUITE 1 NEWBURGH NY 12550	11/15/2010	11/15/2015
DOL	NYC	*****5184	UDDIN USA CORP		663 DEGRAW STREET BROOKLYN NY 11217	05/17/2007	05/17/2012
DOL	DOL		ULIANO AND SONS INC		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL	*****8663	URBAN-SUBURBAN RECREATION INC		3 LUCON DRIVE DEER PARK NY 11728	06/20/2007	06/20/2012
DOL	DOL	*****0854	VANESSA CONSTRUCTION INC		588 MEACHAM AVE/STE 103 ELMONT NY 11003	08/24/2010	08/24/2015
DOL	DOL		VIRGINIA L CAPONE		137 E MAIN STREET ELMSFORD NY 10523	12/01/2008	12/01/2013
DOL	NYC	*****9936	VISHAL CONSTRUCTION INC		73-12 35TH AVE - APT F63 JACKSON HEIGHTS NY 11272	03/04/2010	03/04/2015
DOL	DOL	*****0329	WET PAINT CO. OF OSWEGO, INC		19 E. CAYUGA STREET OSWEGO NY 13126	05/15/2008	05/15/2013
DOL	DOL		WHITE PLAINS CARPENTRY CORP		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	12/04/2014
DOL	DOL		WILLIAM PUTNAM		50 RIDGE ROAD BUFFALO NY 14215	09/03/2008	09/03/2013
DOL	DOL		WILLIAM SCRIVENS		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		WILLIAM W FARMER JR		112 HUDSON AVENUE ROCHESTER NY 14605	10/19/2009	10/19/2014
DOL	NYC	*****5498	XAVIER CONTRACTING LLC		68 GAYLORD ROAD SCARSDALE NY 10583	02/10/2011	02/10/2016
DOL	AG		YULY ARONSON		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DOL		ZEPHENIAH DAVIS		2068 ANTHONY AVENUE BRONX NY 10457	12/26/2007	12/26/2012

**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of each prime contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 PROJECT PURPOSE**

- A. The main objective of this project is to install a code (NFPA 13 – 1999 Edition) compliant sprinkler system throughout the Horace Nye Home.

All work of other trades is a support function of the main objective and shall be carried as part of the single prime bid on this project.

**1.3 CONTRACTS**

- A. This Project will be constructed under a single prime-contracting arrangement.
- B. The Project is being bid as a base bid covering all work in Bldg. 1 to be started immediately on award of bid. Add Alternate 1 is for all work in Bldg. 2 to be started in February of 2013 and completed by June 28 of 2013. Essex County reserves the right to not take Alternate #1 and rebid at a latter date.

**1.4 SCOPE OF WORK**

- A. Scope of Work describes general items of work to be included in the project without being complete. Refer to the Drawings, Specifications and Addendum for complete project requirements and for additional information. The Bidding Contractor must be aware of the complete Scope inorder to properly assigne work to the subcontractors for pricing. The Bidding contractor is responsible for including the proper bid for all scopes indicated in the contract documents. There are scopes of work related to the electrical contract on Sprinkler and Architectural drawings. There are scopes of work that could be plumbing work shown on Sprinkler and Architectural Drawings. There are Architectural work items shown on Sprinkler Drawings.

Contract No. SP1 – Sprinkler

- 1. General Requirements
  - a. General construction work required in conjunction with Sprinkler Contract's work throughout the Building. Removal and replacement of ceilings, building soffits, walls etc. New personnel and access doors. Providing segregation barriers for work areas, etc., Ceiling Tiles being removed shall be replaced with new fire

- rated tiles. Provide new ceiling tiles at all locations where a sprinkler head is cut into a tile.
- b. Electrical work including new lighting in selected areas, fire alarm wiring, branch circuits, etc.
  - c. Fire alarm work including:
    - (1) Removal and replacement of selected alarm initiating devices.
    - (2) Connection of alarm and trouble signals from sprinkler system components (water flow, tamper, etc.) into the existing zoned building-wide fire alarm system.
    - (3) All testing as required by code, these specifications, and in order to assure a complete and fully functional system.
  - d. Replacement of selected plumbing valves and provision of backflow prevention devices. Replacement of Domestic Water Services. Removal and reinstallation of existing plumbing fixtures to allow access to piping chases etc.
  - e. Temporary piping of existing sprinkler heads to domestic water sources with lockable valves.
  - f. Fireproofing of all penetrations in fire rated floors, walls, and ceilings. Filling of all penetrations in non fire rated smoke partitions with airtight seals.
  - g. Provide removals of all abandoned piping, equipment, etc.. Dispose of off site in complete compliance with all laws and regulations.
  - h. Protection of owners and residents belongings, furniture, equipment etc.
  - i. All sprinkler work required for a complete and operative system installed in accordance with industry standards in a workmanlike manner. New sprinkler service entrances. Small antifreeze systems to protect piping/heads in areas subject to freezing.
  - j. Note that all work areas are required to be returned to their pre work condition at the end of each work day. That means ceiling tiles must be replaced, barriers removed, debris cleaned up etc. on a daily basis as a minimum.
  - k. Please note that we refer to the occupants of this facility as residents. They live here for 24 hours a day 365 days a year likely for the rest of their lives. Therefore they are not to be thought of as Patients. This is their home and the Contractors are guests who must treat this facility and residents with respect.
  - l. All work of every description, including labor and materials, as may reasonably be inferred as necessary to make the Sprinkler work complete.

## 1.5 PROJECT SCHEDULE

## A. Contract Schedule Requirements

## Building 1 – Base Bid

1. Pre-Bid Meeting – Friday April 20, 2012 @ 10 AM
2. Addendum if required will be issued on Essex County Web site week of April 23, 2012
3. Bids Received – Tuesday - May 1, 2012
4. Contract award on or about – Thursday - May 10, 2012.
5. Work can begin on or about - May 21, 2012.
6. Construction Meeting – Tuesday, May 21, 2012 at 10:00 AM.
7. Submission of Submittals/Shop Drawings Complete – June 8, 2012
8. Submittals returned no latter than - June 22, 2012.
9. Project substantial completion – September 28, 2012.

## Building 2 – Add Alternate (if accepted)

1. Start Construction – February 4, 2013
  2. Complete Construction – June 28, 2013
- Contractors please note that 2013 is not a typo.

## B. Residence Room Work Sequence

1. The Horace Nye Home (HNH) is a skilled care nursing facility that operates twenty-four (24) hours per day, seven (7) days per week.
2. The Contractor shall exercise extra caution while working in resident areas.
3. Contractor shall not leave tools (including ladders) unattended at any time. All tools (including ladders) shall be removed from work areas and stored in an area designated by the Owner's Representative. Security and safety are the Contractors' responsibility.
4. The resident rooms can only be accessed by the Contractor through prior scheduled arrangements with the Owner's Representative. Residents of scheduled rooms will be removed by the HNH staff by 8:00 am and will be returned to their rooms by 6:00 pm daily. All resident movement shall be by HNH Staff.
5. All Contractor Work shall be completed by 4:00 pm to allow time for cleaning by HNH Staff. Work hours extending beyond 4:00 pm require 24-hour approval by the Owner's Representative. The contractors work includes cleaning of all areas to broom grade. HNH staff is providing additional cleaning as necessary for resident occupancy. HNH staff is not cleaning up after the contractors.

6. The work will be conducted in phases to accommodate the needs of the residents and staff as required to maintain active occupancy by Staff and Residents during the Work.
7. Contractor shall be responsible for the general daily cleanup of construction type materials including dust within disturbed resident work areas. This cleaning must be complete by 4:00 pm each day.
8. Prior to the start of contract work, the Contractor and Owner's Representative shall determine a preliminary work schedule for all work to be done within the resident rooms and corridor areas.
9. The Contractor shall be allowed access to a maximum of six (6) resident rooms daily. The exact number of rooms to be worked on in any given day may fluctuate based upon the Contractor's performance, the safety of the patients and staffing availability. The Owner's Representative shall pre-determine which resident rooms will be accessible on a daily basis with input from the Contractor. The Owner's Representative shall ultimately determine the total number of resident rooms the Contractor shall have access to on a daily basis.
10. The Contractor shall not disturb any fire alarm system components in resident room area. Smoke detectors in rooms designated for work on a particular day shall have heads "bagged" at the start of the day with bags removed at the end of the day.
11. The Contractor shall be responsible for providing construction work area signage, blockades, barriers and any other forms of safety items within daily work areas. The Contractor shall coordinate with the Owner's Representative regarding all safety signage.

C. Main Floor Corridor Work Sequence

1. The Contractor shall be allowed access to the corridor area adjacent to the scheduled resident rooms on a daily basis. The Owner's Representative shall determine the exact extent to which the corridor area can be accessed on a daily basis with input from the Contractor. The Owner's Representative shall have final say regarding access. The contractor shall provide floor to ceiling barriers of Poly where required to segregate Resident Areas from work areas. The barriers must be installed and removed on a daily basis.
2. The ceiling tiles within work areas shall be removed and replaced on a daily basis. The final replacement of any existing tiles shall be done with new tiles specified.
3. The Contractor shall not disturb any fire alarm system components in corridor areas. The contractor shall "bag" heads that may initiate an alarm during the work of the contractor in adjacent areas.
4. The Contractor shall exercise caution while working in any corridor area.
5. Contractor shall not leave tools (including ladders) unattended at any time. All tools (including ladders) shall be removed from work areas and stored



in an area designated by the Owner's Representative. Security and safety are the Contractors' responsibility.

6. Contractor work (including cleanup) shall be completed by 4:00 pm to allow time for cleaning by HNH Staff. Work hours extending beyond 4:00 pm require 24-hour approval by the Owner's Representative.
7. The Contractor shall be responsible for providing construction work area signage, blockades, barriers and any other forms of safety items within daily work areas. The Contractor shall coordinate with the Owner's Representative regarding all safety signage.
8. Contractor shall be responsible for the general daily cleanup of construction type materials including dust within disturbed corridor work areas.

D. Basement Work Sequence

1. The Contractor and Owner's Representative shall jointly determine the extent of the basement to be made accessible on a daily basis. The Owner's Representative shall ultimately determine the extent of basement area the Contractor shall have access to on a daily basis.
2. The Contractor shall exercise caution while working in any basement area.
3. Contractor shall not leave tools (including ladders) unattended at any time. All tools (including ladders) shall be removed from work areas and stored in an area designated by the Owner's Representative. Security and safety are the Contractors' responsibility.
4. Contractor shall be responsible for the general daily cleanup of construction type materials within disturbed basement work areas.

E. Other Area Requirements

1. The following work areas shall be scheduled with the Facility during the time periods indicated:
  - a. Kitchen 8PM – 5AM
  - b. Water Service Shutdown 9PM – 1AM
  - c. Fire Alarm 2PM – 4PM
  - d. Laundry 2PM – 12 Midnight
  - e. Main Entrance 4AM – 12 Noon

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**PART 1 - GENERAL****1.1 PURPOSE**

- A. Project meetings will be held to accomplish the following:
  - 1. Coordinate the Work of the Project.
  - 2. Establish a sound working relationship between the Contractor, the Engineer and the Owner's Representative.
  - 3. Review job progress, quality of work, and approval and delivery of materials.

**1.2 PRECONSTRUCTION CONFERENCE**

- A. The preconstruction conference will be called by the Engineer prior to commencement of the work.
- B. The following will be in attendance:
  - 1. Owner's Representative.
  - 2. Engineer.
  - 3. Contractor.
- C. The minimum agenda shall include the following:
  - 1. Review of Contract, Bonds and Required Insurance.
  - 2. Distribute and discuss list of subcontractors and tentative construction schedule.
  - 3. Critical work sequencing.
  - 4. Designation of responsible personnel.
  - 5. Processing of field decisions and change orders.
  - 6. Schedule of Values and processing of payment applications
  - 7. Adequacy of distribution of Contract Documents.
  - 8. Submittal of shop drawings, equipment data and samples.
  - 9. Use of premises including temporary facilities, storage areas and Owner's special requirements.
  - 10. Safety and first aid procedures.
  - 11. Security procedures.
  - 12. Schedule job meetings.
  - 13. Procedures for notifying the facility by the Contractor 48 hours before beginning work at a particular area. Contractor's Preliminary Construction Schedule will be reviewed.

**1.3 JOB MEETINGS**

- A. Unless otherwise directed, biweekly job meetings will be held by the Engineer. Present at these meetings shall be the Contractor, such subcontractors' representatives as may be needed, the Owner's representative, and the Engineer.
- B. Special meetings shall be called as the progress of the Work dictates.

- C. The specific purpose of the biweekly meetings is to coordinate the efforts of all concerned so that the project progresses without delay to "on time" completion with the least inconvenience.
- D. The minimum agenda shall include the following:
  - 1. Review minutes of previous meetings.
  - 2. Review work accomplished since the last project meeting.
  - 3. Note field observations, problems and decisions.
  - 4. Identify present problems and resolve them.
  - 5. Plan work progress during next work period.
  - 6. Review shop drawings and submittal schedules.
  - 7. Review Change Order and Allowance status.
  - 8. Review status of construction progress schedule.
  - 9. Coordinate any occupancy arrangements or access requirements with the Owner.

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**PART 1 - GENERAL****1.1 SCOPE OF WORK****A. General Procedures**

1. Transmit each submittal from the Contractor to the Engineer, or to another destination as indicated, by use of a transmittal form recording relevant information as required.
2. All Submittals shall be clearly marked by Contractors with a stamp or other device indicating that the Contractor has reviewed the submittal and has determined and verified all materials, field measurements, and field construction criteria related thereto or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. Each submittal shall also be marked by the Contractor to indicate the applicable Specification Section and Product Number as it appears in the specification. Submittals which are not so marked by the Contractor, shall be returned to him for resubmittal.
3. Unless otherwise noted at the preconstruction conference, each Contractor shall submit **three (3)** copies of each submittal for use by the Engineer and enough **additional** copies for the Contractor's own use as necessary.
4. Contractors may proceed with fabrication on submittals noted "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED" provided that the Contractor adheres to the corrections noted.
5. The Contractors **may not** proceed with work on submittals noted "REVISE AND RESUBMIT", "SUBMIT SPECIFIED ITEM" or "REJECTED" until "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED" stamp is received on shop drawings.
6. **Submittals by fax or e-mail will not be accepted. Submittals which are unclear (illegible in any detail in the opinion of the Engineer) will be returned with no action taken. Submittals whose type or graphics is not crisp will be returned rejected without review.** Contractor must then resubmit. The Contractor is solely responsible for submitting clean, crisp, complete and legible submittals. Delays caused by return of incomplete, illegible, or otherwise defective submittals are the Contractor's responsibility.

**B. Coordination of Submittal Times**

1. Prepare and transmit each submittal to the Engineer sufficiently in advance of performing the related work or other applicable activities, so that the installation will not be delayed by processing times including disapproval and resubmittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery and similar sequenced activities.
2. No extension of time will be authorized because of a Contractor's failure to transmit submittals to the Engineers sufficiently in advance of the work.

- C. Coordination Drawings
  - 1. Contractor shall provide and coordinate submittal review where required. Contractor is responsible for obtaining and presenting for review submittals required of subcontractors in addition to the Contractor's own submittals. Contractor shall be responsible for providing and coordinating shop drawings among and with each subcontractor, the Engineer and Owner's project representative.
  - 2. Provide, in a timely manner consistent with the project schedule, Shop Drawings, Product Data, and other information to subcontractors as required to coordinate and verify conditions affecting the interfacing of the Project Work. Each subcontractor shall fully cooperate and coordinate interfacing equipment provided by others as well as their own.
- D. Meetings
  - 1. Coordination/Progress Meetings: The Owner's Project Representative may schedule routine project coordination and progress meetings at times that are convenient for the attendance of prime contractors involved. These meetings are in addition to regular bi-weekly meetings, and special meetings he may schedule for other purposes, such as pre-construction and pre-installation meetings. Required attendance for routine meetings includes each prime contractor and, if deemed necessary by the Representative, subcontractors or manufacturers' representatives. Meetings shall be conducted in a manner that resolves coordination problems. The Owner's Project Representative shall preside at each meeting, and will record meeting notes and distribute copies of same.
- E. Engineer's Review
  - 1. Unless noted otherwise in the approved construction schedule, allow a minimum of two (2) weeks for Engineer's initial processing of each submittal requiring his review and response, except allow longer period where processing must be delayed for coordination with subsequent submittals.
  - 2. Engineer will advise Contractor promptly when it is determined that a submittal being processed must be delayed for coordination.
  - 3. Advise Engineer on each submittal, as to whether his processing time is critical to the progress of the work, and therefore the work would be expedited if his processing time could be foreshortened.
- F. Sequencing Requirements: As applicable in each instance, do not proceed with purchasing, fabrication, and delivery of a unit of work until submittal procedures have been successfully completed and in a sequence which will not result in the approval being later modified or rescinded by reason of a subsequent submittal which should have been processed earlier or concurrently for coordination.

## 1.2 TYPES OF WORK-RELATED SUBMITTALS

- A. This section of the General Requirements specifies the submittal requirements applicable to work related submittals in six categories: (1) Preconstruction Submittals, (2) Construction Schedule, (3) Shop Drawings, (4) Product Data, (5) Samples, and (6) Miscellaneous Submittals. The specific submittals are indicated in other sections of Specifications and elsewhere in the Contract Documents, along with further details and descriptions of the requirements.
1. Preconstruction Submittals: Immediately after being awarded the Contract for construction and prior to the preconstruction conference, each Contractor shall submit the following to the Engineer:
    - a. Schedule of Values: An itemized breakdown of the Contract Price for each structure included in this Contract according to each category for materials and labor. AIA Form G702 should be used.
    - b. Certificates of Insurance evidencing coverage required.
    - c. Schedule of Payments: An itemized breakdown of the anticipated total dollar value of work to be completed as of the first of each month until Substantial Completion.
  2. Construction Schedule: Immediately after being awarded the Contract and prior to the preconstruction conference each Contractor shall submit to the Engineer of a detailed schedule showing the order in which the Contractor proposes to carry out the work, with dates at which he will start the several parts of the work and estimated dates of completion of same. This schedule will fix the respective dates for the submission of all Shop Drawings, product data and samples, the beginning of manufacture, testing and installation of materials, supplies and equipment prepared as a progress chart at suitable scale, which shall indicate the salient features of the work, with suitable symbols to indicate the progress at any time. Each Contractor shall bring all progress schedules and charts up to date periodically as required and copies submitted to the Engineer.
  3. Shop Drawings, as defined in the General Conditions, and as further specified in individual sections include (but are not necessarily limited to) custom-prepared data such as fabrication and erection/installation drawings, scheduled information, setting diagrams, actual shopwork manufacturing instructions, custom templates, special wiring diagrams, coordination and test reports including performance curves and certifications, customized data sheets, valve schedules, concrete design mixes, Contractors' engineering calculations, and specially prepared operating and maintenance instructions, as applicable to the work.

4. Product data, as defined in the General Conditions and as further specified in individual work sections include (but are not necessarily limited to) standard prepared data for manufacturer's product specification and installation instructions, availability of colors and patterns, manufacturer's printed statements of compliance and applicability, roughing-in diagrams and templates, catalog cuts, product photographs, standard wiring diagrams, printed performance curves and operational-range diagrams, production or quality control inspection and test reports and certifications, mill reports, product operating and maintenance instructions and recommended spare-parts listing and printed product warranties, as applicable to the work. Each data sheet or catalog in the submission shall be indexed for easy reference according to specification section and paragraph.
5. Samples, as defined in the General Conditions and as further specified in individual work sections include (but are not necessarily limited to) physical examples of the work such as sections of manufactured or complete units or repetitively-used products, color/texture/pattern swatches and range sets, specimens for coordination of visual effect, graphic symbols, and units or work to be used by the Engineer, Engineer or Owner for independent inspection and testing, as applicable to the work. If samples would be too large, bulky or inconvenient to erect on site, pay all costs for Owner's Agent (2 people) to visit site where equipment can be viewed in operation.
6. Miscellaneous submittals, as further specified in individual work sections.

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**PART 1 - GENERAL****1.1 QUALITY ASSURANCE**

- A. Source Limitations: Provide products, materials or equipment of a singular generic kind from a single source for each unit of work to the greatest extent possible.
- B. Compatibility of Options: Compatibility is a basic general requirement of product/material selections. Where options for a Contractor's selection of a product or material occur, select an option which is compatible with other products and materials already selected. Total compatibility among options must be provided by the Contractor, although it is not assured by limitations within the Contract Documents. Each Contractor shall notify the Engineer if he becomes aware that products specified are not compatible.
- C. Design: Equipment and accessories not specifically described or identified by manufacturer's catalog numbers in the Contract Documents shall be in conformity with American Society of Mechanical Engineers, Institute of Electrical and Electronic Engineers, Underwriters Laboratory or other applicable technical standards. The equipment shall be suitable for performance required and have a neat and finished appearance.
- D. Installation: Erect equipment in a neat and workmanlike manner. Align, level and adjust for satisfactory operation. Install so that connecting and disconnecting of piping and accessories can be made readily, and so that all parts are easily accessible for inspection, operation, maintenance and repair.

**1.2 PRODUCT DELIVERY, STORAGE AND HANDLING**

- A. General: Deliver, handle and store products in accordance with the manufacturer's recommendations and by methods and means which will prevent damage, deterioration and loss including theft.

**1.3 WARRANTIES (GUARANTEES)**

- A. Categories of Specific Warranties: Warranties on the work are in several categories, including those of the General Conditions, and including (but not necessarily limited to) the following specific categories related to individual units of work specified among the other divisions of these Specifications:
  - 1. Special Project Warranty (Guarantee): A warranty specifically written and signed by the Contractor for all or a defined portion of the work.
  - 2. Specified Product Warranty: As required by the Contract Documents, to be provided for a manufactured product incorporated into the work; whether the manufacturer has published a similar warranty without regard for the



incorporation of product into the work or has written and executed a special project warranty as a direct result of Contract Document requirements.

3. Coincidental Product Warranty: Not specifically required by the Contract Documents (other than as specified in this section); but which is available on a product incorporated into the work, by virtue of the fact that the manufacturer of the product has published the warranty in connection with purchases and uses of the product without regard for specific applications, except as otherwise limited by the terms of warranty.
- B. Refer to individual Specification sections to learn the units of work required to be specifically or individually warranted and for the specific requirements and terms of those warranties (or guarantees).
- C. General Limitations: Specific warranties are intended primarily to protect the Owner against failure of the work to perform as required and against deficient, defective and faulty materials and workmanship, regardless of sources. Except as otherwise indicated, specific warranties do not cover failures in the work which result from:
1. Unusual and abnormal phenomena of the elements.
  2. The Owner's misuse, maltreatment or improper maintenance of the work.
  3. Vandalism after time of substantial completion.
  4. Insurrection or acts of aggression including war.
- D. Related Damages and Losses: In connection with a Contractor's correction of warranted work which has failed, remove and replace any other work of project which has been damaged as a result of such failure or must be removed and replaced to provide access for correction of the warranted work.
1. Consequential Damages: Special project warranties and product warranties are not extended to cover damage to building contents (other than work of Contract) which occurs as a result of failure of warranted work, except as otherwise indicated or required by governing regulations.
- E. Reinstatement of the Warranty Period: When work covered by a special project warranty or product warranty has failed and has been corrected by replacement or restoration, reinstate the warranty by written endorsement for the following time period, starting on date of acceptance of the replaced or restored work, except as otherwise indicated.
1. A period of time ending upon date original warranty would have expired if there had been no failure.
- F. Replacement Cost, Obligations: Except as otherwise indicated, the costs of replacing or restoring failed warranted units or products is the Contractor's obligation, without regard for whether the Owner has already benefited from use during a portion of anticipated useful service lives.

- G. Rejection of Warranties: The Owner reserves the right, at the time of substantial completion or thereafter, to reject coincidental product warranties submitted by the Contractor, which in opinion of the Owner tend to detract from or confuse interpretation of requirements of the Contract Documents.
- H. Contractor's Procurement Obligation: Do not purchase, subcontract for or allow others to purchase or subsubcontract for materials or units of work for the project where a special project warranty, specified product warranty, certification or similar commitment is required, until it has been determined that entities required to countersign such commitments are willing to do so.
- I. Specific Warranty Forms: Where a special project warranty (guarantee) or specified product warranty is required, prepare a written document to contain terms and appropriate identification, ready for execution by the required parties. Submit a draft to the Owner (through the Engineer) for approval prior to final executions.

#### 1.4 GENERAL PRODUCT REQUIREMENTS

- A. Nameplates: Do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on exterior of the work except as otherwise indicated for required approval labels and operating data.
  - 1. Labels: Locate required labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous.
  - 2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power operated equipment. Indicate manufacturer, product name, model number, serial number, capacity, speed ratings and similar essential operating data. Locate nameplates on an easily accessed surface which, in occupied spaces, is not conspicuous.

#### 1.5 SUBSTITUTIONS

- A. Product names included in the Specifications are intended to indicate the required level of quality. They are not intended to limit competition between products of a similar nature, provided that, in the opinion of the Engineer, they will perform the specified application.
- B. Contractors' requests for substitutions will be received and considered when changes are in keeping with the general intent of the Contract Documents and extensive revision thereto is not required; when timely, fully documented and properly submitted; and when one or more of the following conditions is satisfied, all as judged by Engineer. Otherwise, requests will be returned without action except to record noncompliance with these requirements.

1. Where request is directly related to an "or accepted equal" clause or other language of same effect in Contract Documents and submitted prior to the deadline established in Paragraph E.
  2. Where a required product, material or method cannot be provided within contract time but not as a result of Contractor's failure to pursue the work promptly or to coordinate various activities properly.
  3. Where a required product, material or method cannot be provided in a manner which is compatible with other materials of the work, cannot be properly coordinated therewith or cannot be warranted as required, cannot be used without adversely affecting the Owner's insurance coverage on completed work or will encounter other substantial noncompliances which are not possible to otherwise overcome except by making the requested substitution which the Contractor thereby certifies to overcome such non-compatibility, non-coordination, non-warranty, non-insurability or other noncompliance as claimed.
  4. Where required a product, material or method cannot receive required approval by a governing authority and requested substitution can be so approved.
  5. Where a substantial advantage is offered to the Owner in terms of cost, time, energy conservation or other valuable consideration, after deducting offsetting responsibilities the Owner may be required to bear, including additional compensation to the Engineer for redesign and evaluation services, increased cost of other work by the Owner or separate contractors and similar consideration. Such substitutions shall be offered prior to the deadline established in Paragraph E.
- C. Work Related Submittals: Contractors' submittal of and the Engineer's acceptance of shop drawings, product data or samples related to work not complying with requirements of the Contract Documents does not constitute an acceptable or valid request for a substitution nor approval thereof.
- D. If a Contractor desires to use any kind, type, brand, or manufacture of material other than that named in the Specification he shall submit a separate request for each product, supported with complete data, with drawings and samples, if appropriate, including:
1. Information describing wherein it differs from the specifications in specific detail.
  2. A statement setting forth any changes in other materials, equipment or work that incorporation of the equivalent would require.
  3. The availability of maintenance service and the source of replacement materials.
  4. A statement insuring that dimensions shall conform to the space allocated for the equipment on the drawings.
  5. The effect on the construction schedule.
  6. Any other information as required by the Owner and/or Engineer.

The burden of proof of the merit of the proposed equivalent is upon the proposer. The Engineer will use his own judgment in determining whether or not any article proposed as an alternate is the equal of any article specified herein. The decision of the Engineer on all such questions of equality shall be final.

- E. Except for the provisions set forth in Paragraph 1.5 B. 2, 3 and 4. Requests for consideration of **substitutions or equivalents must be made within twenty-one days** of execution of Owner-Contractor Agreement.

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**PART 1 - GENERAL****1.1 SCOPE OF WORK**

- A. This section of the General Requirements defines certain terms used in the Specifications and explains the language, abbreviations thereof, format and certain conventions used in the Specifications and associated Contract Documents.

**1.2 DEFINITIONS**

- A. General Requirements: The terms "General Requirement(s)" and "Division 1 Section(s)" are alike in meaning and significance.
- B. Indicated: The term "indicated" is a cross reference to details, notes or schedules on the drawings, other paragraphs or schedules in the specifications, and similar means of recording requirements in the Contract Documents. Where terms such as "shown", "noted", "Schedules" and "specified" are used in lieu of "indicated", it is for the purpose of helping the reader accomplish the cross reference, and no limitation of location is intended except as specifically noted.
- C. Directed, Requested, etc.: Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "instructed", "directions", "instructions", "accepted" and "permitted" mean "directed by the Engineer", "requested by the Engineer", "instructions of the Engineer" etc. However, no such implied meaning will be interpreted to extend the Engineer's responsibility in the Contractor's area of construction supervision. Also no such term shall be interpreted as direction to do work which would result in a charge to the allowance or a change order. All such work requires written approval prior to proceeding in any manner with the work.
- D. Project Site: The space available to the Contractor for the performance of the work, either exclusively or in conjunction with others performing other work as part of the project. The extent of the project site is noted on the drawings, and may, or may not be, identical with the description of the land upon which the project is to be built.
- E. Testing Laboratory: An independent entity engaged to perform specific inspections or tests of the work, either at the project site or elsewhere; and to report and (if required) interpret the results of those inspections or tests.
- F. Approve: Where used in conjunction with the Engineer's response to submittals, requests, applications, inquiries, reports and claims by the Contractor, the meaning of the term "approved" will be held to the limitations of the Engineer's responsibilities and duties as specified in the General and Special Conditions. In

no case will "approval" by the Engineer be interpreted as an assurance to the Contractor that the requirements of the Contract Documents have been fulfilled.

- G. Furnish: Except as otherwise defined in greater details, the term "furnish" is used to mean "...supply and deliver to the project site, ready for unpacking, assembly and installation...".
- H. Install: Except as otherwise defined in greater detail, the term "install" means to put in place, erect, apply, connect, render fully operative and similar required operations.
- I. Provide: Except to the extent further defined, the term "provide" means to furnish, install and connect complete and ready for the intended use.
- J. Typical: The term "typical" is a cross reference to details, notes or schedules on the drawings or specifications which is shown in one location but is representative of similar work required in other locations.
- K. Not In Contract (N.I.C.): Work to be performed by Owner or under separate contract.
- L. Owner's Agent: Engineer or other person formally authorized by the Owner to make decisions regarding the project.
- M. Concealed: Hidden from sight at the conclusion of the project as in trenches, crawl spaces, chases, furred spaces, pipe shafts, hung ceilings or hidden from view by major structural elements.

### 1.3 ABBREVIATIONS AND SYMBOLS

- A. General: Except as otherwise indicated, abbreviations and graphic symbols used on the drawings are those symbols recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., seventh edition.
- B. Mechanical/Electrical Drawings: Graphic symbols used on mechanical and electrical drawings are generally identified on drawing legends and or aligned with symbols recommended by ASHRAE. Where appropriate, these symbols are supplemented by more specific symbols as recommended by other technical associations including ASME, ASPE, IEEE and similar organizations.
- C. Refer instances of uncertainty to the Engineer for clarification before proceeding.

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**PART 1 - GENERAL****1.1 TEMPORARY FACILITIES - GENERAL**

- A. Temporary facilities are furnished as herein required by each Prime Contractor doing his respective section of the work. They are SPECIAL PROVISIONS provided for the convenience of ALL trades of ALL contracts and shall be provided for the proper execution of the work of ALL trades during the NORMAL CONTRACT WORKING DAY FOR THE NORMAL WORK WEEK and as additionally required for safety purposes and the protection of the WORK.
- B. Contractors shall cooperate with each other in arranging facilities and securing the required permits. Any dispute between the Contractors regarding the facilities shall be decided by the Engineer.
- C. Nothing in this section is intended to limit types and amounts of temporary work required and no omission from this section will be recognized by the Engineer and that such temporary activity is not required for successful completion of the work and compliance with requirements of the Contract Documents.
- D. All concerned with furnishing temporary utilities for use on the project are cautioned to determine location of sources of supply and their existing conditions.
- E. Temporary facilities shall be promptly installed by the Contractor. Installation shall also include modifications and maintenance and also the removal of the temporary work when no longer needed unless noted otherwise.
- F. All costs of temporary facilities shall be included in the base bid.
- G. All such apparatus, equipment and construction shall meet all requirements of the Labor Law and other State, Federal or Local Laws applicable thereto and requirements of the utility companies.

**1.2 TEMPORARY WATER**

- A. The temporary water supply at the site shall be from existing sources.
- B. Each Contractor is to make his own connections and extensions from the existing sources.
- C. Payment for water used: By the Owner.

**1.3 TEMPORARY ELECTRIC**

- A. The Contractor may obtain temporary electric for construction from the Owner's electric service. The Owner will pay all energy charges for such work.
- B. The Contractor shall not shut down the Owner's electric service

**1.4 TEMPORARY TOILET FACILITIES**

- A. The Contractor may use the toilet facility in location designated by the Owner inside the building.

**1.5 TEMPORARY OFFICES AND TELEPHONES**

- A. A temporary office is not required.
- B. The Contractor shall install and pay for a telephone for his use or have cell phone coverage.

**1.6 TEMPORARY HEAT**

- A. Temporary heat is not required.

**1.7 TEMPORARY SCAFFOLDING, LADDERS, STAIRS, RAMPS, HOISTS, RUNWAYS, ETC.**

- A. The Contractor shall furnish, erect and maintain all hoists, derricks, chutes, ladders and scaffolding required for the proper execution of the work under his Contract and remove them promptly when no longer needed. All such apparatus, equipment and construction shall meet all requirements of the Labor Law and other State, Federal or Local Laws applicable thereto and requirements of the utility companies.

**1.8 SECURITY**

- A. The Contractor shall maintain the building in a clean, safe and weathertight condition throughout the construction period.
- B. The Contractor shall provide any necessary means of security for the protection of the building and material or equipment on the site.



**1.9 NOISE CONTROL**

- A. All Contractors shall control noise to as great extent as possible at all times.

**1.10 JOB SIGNAGE**

- A. Project Sign
  - 1. Not required.

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**PART 1 - GENERAL****1.1 SAFETY PRECAUTIONS AND PROGRAMS**

- A. Contractors shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall understand the nature of the Horace Nye Home (HNH) and perform all work tasks in an efficient and quiet manner to as great extent as possible at all times.

**1.2 SAFETY OF PERSONS AND PROPERTY**

- A. Each Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
  - 1. All employees on the Work and all other persons who may be affected.
  - 2. All residents, resident's guests and Owners staff.
  - 3. All the Work and all materials and equipment to be incorporated in the Work, whether in storage on or off the site, or under the care or control of the Contractor or any of his Subcontractors or Subsubcontractors.
  - 4. All owners property such as furnishings. Equipment etc.
  - 5. Other property at the site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- B. Each Contractor shall give all notices and comply with all applicable laws, ordinances and regulations of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- C. Each Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, erecting barricades, fences and overhead protection, publicizing safety regulations and notifying owners and users of adjacent facilities.
- D. When the use or storage of other hazardous materials or equipment is necessary for the execution of the Work, Contractors shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- E. Each Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the fault or negligence of the Contractor, Subcontractor, any Subsubcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
- F. Each Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and the Engineer.

- G. Resident Belongings – Contractor shall not touch or temporarily move resident belongings. HNH staff shall – to the extent possible – secure resident belongings at the beginning of the work day. The Contractor shall immediately notify the HNH Buildings and Grounds Staff of any unsecured item or items which may interfere with work progression. Allow sufficient time for HNH personnel to remedy before proceeding with work in that area.
- H. HNH furnishings – The Contractor is responsible for protection of furnishings in rooms being worked in. Beds, dressers, chairs etc. in work areas shall be covered with plastic sheeting on days the Contractor is scheduled to work in the room. Any furniture moved to accomplish work must be moved back to its original position prior to the end of the work day.
- I. Sectioning Work Areas – The contractor shall provide plastic sheeting barriers full height floor to ceiling to isolate work areas from resident/staff areas etc..
- J. Daily cleanup – The contractor is required to return all work areas to their prework state at the end of each day. This means all ceiling tiles must be replaced, all barricades/barriers must be removed and stored outside the patient and nursing/administrative staff areas on a daily basis. All debris must be removed on a daily basis if not more often.

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**PART 1 - GENERAL****1.1 RESPONSIBILITY**

- A. Contractor shall be responsible for all cutting, fitting or patching which may be required to complete the work or to make its several parts fit together properly.
  - 1. Unless otherwise noted, cutting of rough work shall be done by the trade requiring the work to be cut. Cutting of finish work shall be done by the trade installing the work to be cut.
  - 2. Any extra cost caused by defective, ill-timed or premature work or the refusal of any trade or Contractor to provide or complete any portion of his respective work at the proper time and in the proper manner shall be borne by the party responsible for causing the extra work.
- B. Existing construction, finish, equipment, etc., which is to remain and which is damaged or defaced by work done under this contract shall be restored by the Contractor to a condition satisfactory to the Engineer, or replaced with new, at no additional cost to the Owner.

**1.2 EXECUTION**

- A. Remove existing construction where indicated on the drawings and as required to install the work and to make connections to adjacent construction. Remove materials and equipment replaced by the work unless specifically directed otherwise.
  - 1. Cut and alter existing materials as required to perform the work. Limit cutting to the smallest amount necessary for proper installation of the work.
  - 2. Where existing work must be cut to permit the installation of new work, the cutting shall, wherever conditions allow, be to straight lines with reasonably even edges. Where holes must be cut, they shall be of an approved geometric pattern.
  - 3. Provide all temporary shoring required to prevent settlement or other damage to existing construction which is to remain.
  - 4. Perform the removal work with care required to prevent damage to adjoining construction which is to remain.
  - 5. If unforeseen obstructions are encountered, take all precautions necessary to prevent damage and consult with the Engineer before proceeding with the work.
  - 6. Remove from the site, all debris and other material resulting from the alterations and removals except for the items shown on the drawings which shall remain the property of the Owner and shall be stored at the site where directed. Dispose of materials off site in a legal manner and pay any fees.
- B. Patch existing construction and finishes damaged or left incomplete due to alterations and removals.

- C. Provide surface preparation and patch existing surfaces scheduled to receive new finishes. Finish continuous surfaces to nearest intersection of adjoining walls, ceilings and/or floor.

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**PART 1 - GENERAL****1.1 SYSTEMS DEMONSTRATIONS**

- A. Upon substantial completion of the work and as precedent to its final acceptance, Contractor shall instruct the Owner's representative in the proper operation, maintenance and service of all materials and equipment installed under this Contract.

**1.2 OPERATION AND MAINTENANCE DATA**

- A. Contractor shall submit two sets of the manufacturer-prepared operation and maintenance data for each piece of process, mechanical and electrical equipment, pumps, controls, etc.
  - 1. Operation and maintenance instruction shall be bound in 8-1/2" x 11" three-ring side binders with durable plastic covers and shall include:
    - a. Appropriate design criteria
    - b. List of equipment
    - c. Manufacturer's literature including model, type, style, brand name etc.
    - d. Supplier, dealer, distributor or fabricator
    - e. Installer
    - f. Operating instructions
    - g. Maintenance instructions for equipment including parts lists, wiring and piping diagrams
    - h. Maintenance instructions for finishes
    - i. Copy of approved shop drawings and product data
    - j. As Built Drawings shall accompany the OEM manual presentation. Provide two printed copies plus a CD.
    - k. Notarized copies of all warranties, guarantees and bonds.

**1.3 RECORD DOCUMENTS**

- A. Contractor will be furnished a set of drawings and specifications for the purpose of keeping complete record documents of all installation of work as actually made. Contractor shall keep a complete record of his own work, and shall indicate deviations from the Documents. All information shall be recorded in a neat, legible and accurate manner.
  - 1. Drawings (as-built drawings)
    - All changes, revisions, clarifications or additions made in the installation of the work which differ from that required by the Drawings shall be noted including:
      - a. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
      - b. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of the structure.
      - c. Field Changes of dimension and detail.
      - d. Changes made by Change Order or Allowance Charge.

- e. Clarification drawings not on original contract drawings.
- 2. Specifications and Addenda  
All changes, product substitutions or equals.
- 3. As-built drawings must accurately record the actual location of equipment and devices installed under this contract.
- B. Upon completion of the work, Contractor shall prepare and forward two printed sets of "as built" drawings, one CD of the drawings in pdf format and the marked-up, Specifications and Shop Drawings to the Architect.

**1.4 CLEAN UP**

- A. Final Cleaning
  - 1. Before completion of the work, remove from the job site all tools, surplus materials, equipment, scrap, debris and waste.
  - 2. Visually inspect all surfaces and remove all traces of soil, waste material, smudges and other foreign matter from finished surfaces. Repair, patch and touch up marred surfaces to specified finish to match adjacent surfaces.
  - 3. Contractor shall completely clean the premises. Concrete and ceramic surfaces shall be cleaned and washed. Resilient coverings shall be cleaned, waxed and buffed. Woodwork shall be dusted and cleaned. Sash, fixtures and equipment shall be thoroughly cleaned. Stains, spots, dust, marks and smears shall be removed from all surfaces. Hardware and all metal surfaces shall be cleaned and polished. Glass and plastic surfaces shall be cleaned both inside and out. All damaged, broken or scratched glass or plastic shall be replaced by the Contractor at the Contractor's expense.
  - 4. Should the Contractor fail to do his clean-up, the Owner shall arrange to do the work and the Contractor shall be charged for the complete cost accordingly.

**1.5 FINAL PROJECT SUBMITTALS**

- A. The following documents must be completed and submitted by the Contractor prior to final Payment and Project Closeout.
  - 1. Contractor's Affidavit of Release of Liens.
  - 2. Contractor's Release of Lien.
  - 3. Contractor's Affidavit of Payment of Debts and Claims.
  - 4. Contractor's Insurance Statement.
  - 5. Consent of Surety to Final Payment.
  - 6. Form of Guarantee.
  - 7. Subcontractor's Release of Lien.
  - 8. Material Supplier's Release of Lien.
  - 9. As Built Drawings.
  - 10. Guarantees and Warranties.
  - 11. Certificates of Inspection.
  - 12. Other Documents as may be required by the Owner.

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**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Demolition and removal of selected portions of building or structure.
  - 2. Salvage of existing items to be reused or recycled.
- B. Related Sections include the following:
  - 1. Division 1 Section "Summary" for use of premises and Owner-occupancy requirements.

**1.3 DEFINITIONS**

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

**1.4 MATERIALS OWNERSHIP**

- A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered during selective demolition remain Owner's property. Carefully remove and salvage each item or object in a manner to prevent damage and deliver promptly to Owner.

**1.5 SUBMITTALS**

- A. Schedule of Selective Demolition Activities: Indicate the following:



1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
  2. Interruption of utility services. Indicate how long utility services will be interrupted.
  3. Coordination for shutoff, capping, and continuation of utility services.
  4. Use of elevator and stairs.
  5. Locations of proposed dust- and noise-control temporary partitions and means of egress.
  6. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
  7. Means of protection for items to remain and items in path of waste removal from building.
- B. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.

#### **1.6 QUALITY ASSURANCE**

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Standards: Comply with ANSI A10.6 and NFPA 241.
- D. Removal Standards: Comply with "Recommended Work Practices for Removal of Resilient Floor Coverings" published by the Resilient Floor Coverings Institute (RFCI).

#### **1.7 PROJECT CONDITIONS**

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is unknown whether hazardous materials will be encountered in the Work.

1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

### **1.8 WARRANTY**

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

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

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

### **3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS**

- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
  1. Comply with requirements for existing services/systems interruptions specified in Division 1 Section "Summary."
- B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
  1. Owner will arrange to shut off indicated services/systems when requested by Contractor.

2. Arrange to shut off indicated utilities with utility companies.
3. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
4. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.
  - a. Where entire wall is to be removed, existing services/systems may be removed with removal of the wall.

### 3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  4. Cover and protect furniture, furnishings, and equipment that have not been removed.
  5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 1 Section "Temporary Facilities and Controls."
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  1. Strengthen or add new supports when required during progress of selective demolition.

### 3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
  2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
  3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  5. Maintain adequate ventilation when using cutting torches.
  6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
  8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  9. Dispose of demolished items and materials promptly.
- B. Reuse of Building Elements: Project has been designed to result in end-of-Project rates for reuse of building elements as follows. Do not demolish building elements beyond what is indicated on Drawings without Engineer's approval.
- C. Removed and Salvaged Items:
1. Clean salvaged items.
  2. Pack or crate items after cleaning. Identify contents of containers.
  3. Store items in a secure area until delivery to Owner.
  4. Transport items to Owner's storage area off-site.
  5. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
  2. Pack or crate items after cleaning and repairing. Identify contents of containers.
  3. Protect items from damage during transport and storage.
  4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Engineer,

items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

- F. Removal of Cutback Adhesive: Residual adhesive shall be wet scraped removing 100% of the residual adhesive.

### **3.5 DISPOSAL OF DEMOLISHED MATERIALS**

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
  - 4. Comply with requirements specified in Division 1 Section "Construction Waste Management."
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

### **3.6 CLEANING**

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

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**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Apply to this Work the Drawings, Conditions of the Contract, and Specifications Division 1 Sections.

**1.2 SUMMARY**

- A. Work included:
  - 1. Spray-on fireproofing.

**1.3 QUALITY ASSURANCE**

- A. Fireproofing work shall be performed by a firm acceptable to the sprayed fireproofing material manufacturer.
- B. Products, execution and fireproofing thicknesses shall conform to the applicable code requirements for the fire-resistance ratings called for.
- C. Reference Standards
  - 1. ASTM Standards: as referenced herein.
  - 2. Underwriters Laboratories, Inc., (UL) Fire Resistance Directory (Latest Edition).
  - 3. Uniform Building Code Standard No. 43-8: Thickness and Density Determination for Spray-applied fireproofing.
  - 4. AWCI Publication: Inspection Procedure for Field Applied Sprayed Fire Protection Materials.

**1.4 SUBMITTALS**

- A. Product Data: submit manufacturer's specifications and instructions for proper application of sprayed fireproofing.
- B. Test Data: Submit laboratory test results for sprayed fire protection.
- C. Certification: Submit certificates that products are free of all forms of asbestos and manmade mineral wool fiber.
- D. Laboratory Test Reports: submit studies in accordance with ASTM E119, indicating fire endurance, as required. Extracts of classified listings of such tests performed by Underwriter's Laboratories, Inc. (UL) of Northbrook, Illinois are acceptable.

**1.5 JOB CONDITIONS**

- A. Product Handling.
  - 1. Deliver products to project site in original, unopened packages with manufacturer's labels identifying products legible and intact.
  - 2. Remove from project site and discard any materials whose shelf life has expired.
  - 3. Store materials inside, under cover, above ground and in a manner to keep them dry until ready to use. Discard any materials that have been exposed to moisture or have otherwise deteriorated.
- B. Environmental Conditions.
  - 1. Do not install spray-on fireproofing when ambient or substrate temperatures are 40 deg. and falling unless temporary protection and heat can be provided to maintain temperatures of both at or above this temperature level for 24 hours before, during and for 24 hours after application of spray-on fireproofing.
  - 2. Ventilate spray-on fireproofing by means of natural or, where this is inadequate, of forced air circulation during and after application until it dries thoroughly.

**1.6 TESTING SERVICES**

- A. The Owner will employ an independent testing laboratory to sample and verify the thickness and density of the fireproofing in accordance with provisions of ASTM E605, "Standard Test Methods for Thickness and Density of Sprayed Fire-Resistive Materials Applied to Structural Members", the "Inspection Procedure for Field-Applied Sprayed Fire Protection Materials" as published by the AWCI and Uniform Building Code Standard No. 43-8 entitled "Thickness and Density Determination for Spray-Applied fireproofing".
- B. Testing laboratory shall report test results promptly and in writing to Contractor and Engineer.
- C. The Contractor shall repair or replace fireproofing within areas where test results indicate fireproofing does not comply with requirements. Retesting of these areas will be done at the Contractor's expense until compliance is achieved.

**PART 2 - PRODUCTS**

## 2.1 MATERIALS

- A. Spray-on Fireproofing: Monokote Type MK6 factory blended cementitious fireproofing as manufactured by W.R. Grace & Company or accepted equal. Material shall conform to the following performance test criteria.
1. Density: Minimum average applied density of 15 lbs.ft<sup>3</sup> for Type II materials.
  2. Deflection: Materials shall not crack or delaminate when the backing to which it is applied is subjected to a downward deflection of 1/120<sup>th</sup> of the span when tested in accordance with ASTM E759.
  3. Bond Impact: Materials subject to impact tests in accordance with ASTM E760 shall not crack or delaminate from the surface to which it is applied.
  4. Cohesion/Adhesion (Bond Strength): material applied over uncoated or galvanized steel shall be air dried to equilibrium and have a minimum average bond strength of 200 pounds per square foot when tested in accordance with ASTM E736.
  5. Air erosion: Materials shall not be subject to losses from the finished application greater than 0.005 g/ft<sup>2</sup> when subjected to a tangential air stream in accordance with ASTM E859.
  6. Compressive Strength: Material shall be subjected to a crushing load normal to the surface of a sample specimen in accordance with ATM E761 and shall have a minimum compressive strength of 1,000 lbs./ ft<sup>2</sup> when compressed to a deformation of 10% or when ultimate load is reached, whichever occurs first.
  7. Corrosion Resistance: in accordance with ASTM E937 sprayed fire protection materials shall not promote corrosion of steel.
  8. Indentation Hardness: Materials shall exhibit less than 0.50 inches additional penetration when tested in accordance with ASTM C569.
  9. Noncombustibility: Material to be applied shall be noncombustible when tested in accordance with ASTM E84.
  10. Surface Burning characteristics: When tested in accordance with the ASTM E84 tunnel test the material shall exhibit the following maximum surface burning characteristics:
    - a. Flame Spread: 10
    - b. Smoke developed: 0
  11. Fire Resistance Ratings:
    - a. Floor Assembly: UL Design No. D916 N827 (2 hr – Restrained).
    - b. Roof Assembly: UL Design No. P701 ( hr – Restrained).
    - c. Columns (W Sections): UL Design No. X772 ( hr- Restrained).
    - d. Columns (Tube and Pipe Sections): UL Design No. X771 ( hr – Restrained).
- B. Mixing Water: Clean, fresh and suitable for domestic consumption and free from such amounts of mineral and organic substance as would affect the set of the fireproofing material.



- C. Primer/Adhesive: Primer or adhesive recommended by the fireproofing manufacturer to obtain required bond strength for the specific fireproofing and substrate.
- D. Reinforcement: Lathing recommended by the fireproofing manufacturer for the specific fireproofing use/application and substrate, unless otherwise shown or specified:
  - 1. Lath: 3.4 lb. per sq. yd. expanded metal lath with finish recommended by fireproofing manufacture.
  - 2. Auxiliary Reinforcing Members, Clips, and other anchorage devices: as recommended by the fireproofing manufacturer for the specific fireproofing use/application and substrate.

### PART 3 - EXECUTION

#### 3.1 INSPECTION

- A. Examine surfaces to receive work and conditions under which work will be installed. Do not proceed with installation of spray-on fireproofing until all unsatisfactory conditions have been corrected.
- B. Work shall not commence until the following conditions are met:
  - 1. Prior to application of fireproofing clips, hangers, support sleeves and other attachments required to penetrate the fireproofing shall be in place.
  - 2. Ducts, piping, equipment or other suspended matter which would interfere with application of fireproofing materials shall not be positioned until fireproofing work is complete.
  - 3. Prior to application of the fireproofing to the underside of roof decks, all roofing applications shall be completed. All roof traffic shall be prohibited upon commencement of the fireproofing application and until the fireproofing materials is cured and fully dried.
  - 4. Prior to application of the fireproofing to the underside of steel floor system, concrete work above shall be complete.

#### 3.2 PREPARATION

- A. Clean substrates of substances which could impair bond of fireproofing, including oil, grease, rolling compounds, incompatible primers and loose mill scale. Required cleaning should be accomplished just prior to the application of fireproofing.
- B. Cover other work which might be damaged by fall-out or overspray of fireproofing materials during application. Provide temporary enclosure as required to confine spraying operations, protect the environment, and to ensure adequate ambient conditions for temperature and ventilation.

- C. Install reinforcement and other metal items where shown on the drawings, where recommended by the fireproofing manufacturer, and when required by the fire rated design. Install reinforcement and accessories in accordance with fireproofing manufacturer's instructions, unless otherwise indicated.

### **3.3 INSTALLATION**

- A. General: Comply with fireproofing manufacturer's instructions for mixing materials, for application procedures and for types of equipment used to convey and spray-on fireproofing materials, as applicable to the particular conditions of installation and as required to achieve fire resistance ratings indicated.
- B. Mixing water shall be clean, fresh and suitable for domestic consumption and free from such amounts of mineral or organic substances as would affect the set of the fireproofing material.
- C. Extend fireproofing full thickness over entire area of each member to be fireproofed as required per UL Design Referenced.
- D. Apply fireproofing in thicknesses and densities indicated but no less than 14 pcf.
- E. Apply fireproofing materials by sprayed-on method wherever possible. Troweling is acceptable in small patching operations or in areas inaccessible to spray equipment only.

### **3.4 CLEANING, REPAIR AND PROTECTION**

- A. Cleaning: Immediately upon completion of spraying operation in each containable area of project, remove overspray and fall-out materials from surfaces of other work and clean exposed surfaces to remove evidence of soiling.
- B. Fireproofing will be without damage or deterioration at completion of project. All patching and repairing of sprayed fireproofing shall be performed under this section and paid for by the trade responsible for the damage.

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**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section Includes:
  - 1. Standard hollow metal doors and frames.
- B. Related Sections:
  - 1. Division 8 Section "Door Hardware" for door hardware for hollow metal doors.
  - 2. Division 9 Sections "Interior Painting" for field painting hollow metal doors and frames.

**1.3 DEFINITIONS**

- A. Minimum Thickness: Minimum thickness of base metal without coatings.
- B. Standard Hollow Metal Work: Hollow metal work fabricated according to ANSI/SDI A250.8.

**1.4 SUBMITTALS**

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, core descriptions, fire-resistance rating, and finishes.
- B. Shop Drawings: Include the following:
  - 1. Elevations of each door design.
  - 2. Details of doors, including vertical and horizontal edge details and metal thicknesses.
  - 3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
  - 4. Locations of reinforcement and preparations for hardware.
  - 5. Details of each different wall opening condition.
  - 6. Details of anchorages, joints, field splices, and connections.
  - 7. Details of accessories.
- C. Other Action Submittals:
  - 1. Schedule: Provide a schedule of hollow metal work prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with door hardware schedule.

**1.5 QUALITY ASSURANCE**

- A. Source Limitations: Obtain hollow metal work from single source from single manufacturer.
- B. Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252.

**1.6 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver hollow metal work palletized, wrapped, or crated to provide protection during transit and Project-site storage. Do not use nonvented plastic.
  - 1. Provide additional protection to prevent damage to finish of factory-finished units.
- B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.
- C. Store hollow metal work under cover at Project site. Place in stacks of five units maximum in a vertical position with heads up, spaced by blocking, on minimum 4-inch- high wood blocking. Do not store in a manner that traps excess humidity.
- D. Provide minimum 1/4-inch space between each stacked door to permit air circulation.

**1.7 PROJECT CONDITIONS**

- A. Field Measurements: Verify actual dimensions of openings by field measurements before fabrication.

**1.8 COORDINATION**

- A. Coordinate installation of anchorages for hollow metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

**PART 2 - PRODUCTS****2.1 MANUFACTURERS**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Amweld Building Products, LLC.
  - 2. Benchmark; a division of Therma-Tru Corporation.

3. Ceco Door Products; an Assa Abloy Group company.
4. Curries Company; an Assa Abloy Group company.
5. Deansteel Manufacturing Company, Inc.
6. Firedoor Corporation.
7. Fleming Door Products Ltd.; an Assa Abloy Group company.
8. Habersham Metal Products Company.
9. Karpen Steel Custom Doors & Frames.
10. Kewanee Corporation (The).
11. Mesker Door Inc.
12. Pioneer Industries, Inc.
13. Security Metal Products Corp.
14. Steelcraft; an Ingersoll-Rand company.
15. Windsor Republic Doors.

## 2.2 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- B. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.
- C. Frame Anchors: ASTM A 591/A 591M, Commercial Steel (CS), 40Z coating designation; mill phosphatized.
  1. For anchors built into exterior walls, steel sheet complying with ASTM A 1008/A 1008M or ASTM A1011/A 1011M, hot-dip galvanized according to ASTM A153/A 153M, Class B.
- D. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.
- E. Mineral-Fiber Insulation: ASTM C 665, Type I (blankets without membrane facing); consisting of fibers manufactured from slag or rock wool with 6- to 12-lb/cu. ft. density; with maximum flame-spread and smoke-development indexes of 25 and 50, respectively; passing ASTM E 136 for combustion characteristics.

## 2.3 STANDARD HOLLOW METAL DOORS

- A. General: Provide doors of design indicated, not less than thickness indicated; fabricated with smooth surfaces, without visible joints or seams on exposed faces unless otherwise indicated. Comply with ANSI/SDI A250.8
  1. Design: Flush panel.
  2. Core Construction: Manufacturer's standard kraft-paper honeycomb, polystyrene, polyurethane, polyisocyanurate, mineral-board, or vertical steel-stiffener core.
  3. Vertical edges for single-acting doors: Manufacturer's standard.
    - a. Beveled edge: 1/8 inch in 2 inches.

- B. Interior Doors: Face sheets fabricated from cold-rolled steel sheet. Provide doors complying with requirements indicated below by referencing ANSI/SDI A250.8 for level and model and ANSI/SDI A250.4 for physical performance level:
  - 1. Level 1 and Physical Performance Level c (Standard Duty), Model 1 (full flush).
    - a. Width: 1-3/4 inches.
- C. Hardware Reinforcement: Fabrication according to ANSI/SDI A250.6 with reinforcing plates from same material as door face sheets.
- D. Fabricate concealed stiffeners and hardware reinforcement from either cold or hot-rolled steel sheet.

## **2.4 STANDARD HOLLOW METAL FRAMES**

- A. General: Comply with ANSI/SDI A250.8 and with details indicated for type and profile.
- B. Interior Frames: Fabricated from cold-rolled steel sheet.
  - 1. Fabricate frames with mitered or coped corners.
  - 2. Fabricate frames as full profile welded unless otherwise indicated.
  - 3. Frames for Wood Doors: 0.053-inch- thick steel sheet.
  - 4. Frames for Borrowed Lights: 0.053-inch- thick steel sheet.
- C. Hardware Reinforcement: Fabricate according to ANSI/SDI A250.6 with reinforcement plates from same material as frames.

## **2.5 FRAME ANCHORS**

- A. Jamb Anchors:
  - 1. Stud-Wall Type: Designed to engage stud, welded to back of frames; not less than 0.042 inch thick.

## **2.6 STOPS AND MOLDINGS**

- A. Fixed Frame Moldings: Formed integral with hollow metal frames, a minimum of 5/8 inch high unless otherwise indicated.
- B. Loose Stops for Glazed Lites in Frames: Minimum 0.032 inch thick, fabricated from same material as frames in which they are installed.

## **2.7 FABRICATION**

- A. Fabricate hollow metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for thickness of metal. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.
- B. Tolerances: Fabricate hollow metal work to tolerances indicated in SDI 117.

- C. Hollow Metal Frames: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.
  - 1. Welded Frames: Weld flush face joints continuously; grind, fill, dress, and make smooth, flush, and invisible.
  - 2. Sidelight and window Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by butt welding.
  - 3. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
  - 4. Jamb Anchors: Provide number and spacing of anchors as follows:
    - a. Stud-Wall Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
      - 1) Four anchors per jamb from 60 to 90 inches high.
    - b. Compression Type: Not less than two anchors in each jamb.
  - 5. Door Silencers: Except on weather-stripped doors, drill stops to receive door silencers as follows. Keep holes clear during construction.
    - a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
    - b. Double-Door Frames: Drill stop in head jamb to receive two door silencers.
- D. Fabricate concealed stiffeners, edge channels, and hardware reinforcement from either cold- or hot-rolled steel sheet.
- E. Hardware Preparation: Factory prepare hollow metal work to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to the Door Hardware Schedule and templates furnished as specified in Division 8 Section "Door Hardware."
  - 1. Locate hardware as indicated, or if not indicated, according to ANSI/SDI A250.8.
  - 2. Reinforce doors and frames to receive nontemplated, mortised and surface-mounted door hardware.
  - 3. Comply with applicable requirements in ANSI/SDI A250.6 and ANSI/DHI A115 Series specifications for preparation of hollow metal work for hardware.
- F. Stops and Moldings: Provide stops and moldings around glazed lites where indicated. Form corners of stops and moldings with butted or mitered hairline joints.
- G. Multiple Glazed Lites: Provide fixed and removable stops and moldings so that each glazed lite is capable of being removed independently.

**2.8 STEEL FINISHES**

- A. Prime Finish: Apply manufacturer's standard primer immediately after cleaning and pretreating.
  - 1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with ANSI/SDI A250.10 acceptance criteria; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.

**PART 3 - EXECUTION****3.1 EXAMINATION**

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for embedded and built-in anchors to verify actual locations before frame installation.
- C. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

**3.2 PREPARATION**

- A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.
- B. Prior to installation, adjust and securely brace welded hollow metal frames for squareness, alignment, twist, and plumbness to the following tolerances:
  - 1. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
  - 2. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
  - 3. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
  - 4. Plumbness: Plus or minus 1/16 inch, measured at jambs on a perpendicular line from head to floor.
- C. Drill and tap doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.



## 3.3 INSTALLATION

- A. General: Install hollow metal work plumb, rigid, properly aligned, and securely fastened in place; comply with Drawings and manufacturer's written instructions.
- B. Hollow Metal Frames: Install hollow metal frames of size and profile indicated. Comply with ANSI/SDI A250.11.
  - 1. Set frames accurately in position, plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
    - a. At fire-protection-rated openings, install frames according to NFPA 80.
    - b. Where frames are fabricated in sections because of shipping or handling limitations, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.
    - c. Install frames with removable glazing stops located on secure side of opening.
    - d. Install door silencers in frames before grouting.
    - e. Remove temporary braces necessary for installation only after frames have been properly set and secured.
    - f. Check plumbness, squareness, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
    - g. Field apply bituminous coating to backs of frames that are filled with grout containing antifreezing agents.
  - 2. Installation Tolerances: Adjust hollow metal door frames for squareness, alignment, twist, and plumb to the following tolerances:
    - a. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
    - b. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
    - c. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
    - d. Plumbness: Plus or minus 1/16 inch, measured at jambs at floor.
- C. Hollow Metal Doors: Fit hollow metal doors accurately in frames, within clearances specified below. Shim as necessary.
  - 1. Non-Fire Rated Standard Steel Doors:
    - a. Jambs and head: 1/8 inch plus or minus 1/16 inch.
    - b. Between bottom of door and top of finish floor (no threshold): Maximum 3/4 inch.
  - 2. Custom Doors:
    - a. Jambs and head: 3/16 inch.

## 3.4 ADJUSTING AND CLEANING

- A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition.

Remove and replace defective work, including hollow metal work that is warped, bowed, or otherwise unacceptable.

- B. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.

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**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Apply to this Work the Drawings, Conditions of the Contract, and Specifications Division 1 Sections.

**1.2 SUBMITTALS**

- A. Product Data: Submit manufacturer's technical data and installation instructions for each type of access door assembly, including setting drawings, templates, instructions and directions for installation of anchorage devices.
- B. Verification: obtain specific locations and sizes for required access doors from trades requiring access to concealed equipment and indicate on submittal schedule.

**1.3 SUMMARY**

- A. Work included:
  - 1. Provide access doors of size indicated in ceiling or wall as indicated on the drawings.

**PART 2 - PRODUCTS****2.1 MATERIALS**

- A. Access Door (Fire Rated): KRP-150FR, size as noted on drawings, as manufactured by Karp Associates, Inc. or accepted equal.
  - 1. Frame shall be 16 gauge steel.
  - 2. Door shall be 20 gauge steel, welded pan type.
  - 3. Flange of door shall be 1" wide, 16 gauge steel.
  - 4. Hinges shall be continuous.
  - 5. Door shall be filled with 2" thick fire rated insulation.
  - 6. Door shall have automatic closer, be self-latching, no straps and contain interior latch release.
  - 7. Latches shall be bolt type, operated by flush key device. All locks to be keyed alike.
  - 8. Provide masonry anchor straps or mounting holes for installation in substrates.
  - 9. Base metal shall be steel with prime coat of rust inhibitive electrostatic powder baked gray enamel.
  - 10. Exterior doors shall be manufactured for exterior environments.

**PART 3 - EXECUTION**

**3.1 INSPECTION**

- A. Examine substrates and conditions under which work will be installed. Do not proceed with work until all unsatisfactory conditions are corrected..

**3.2 INSTALLATION**

- A. Comply with manufacturer's instructions for installation of access doors.
- B. Coordinate installation with work of other trades.
- C. Set frames accurately in position and securely attach to supports with face panels plumb or level in relation to adjacent finish surfaces.

**3.3 ADJUST AND CLEAN**

- A. Adjust hardware and panels after installation for proper operation.
- B. Remove and replace panels of frames which are warped, bowed or otherwise damaged.

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**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section includes:
  - 1. Mechanical door hardware for the following:
    - a. Swinging doors.
- B. Related Sections:
- C. Division 8 Section "Steel Doors and Frames".

**1.3 SUBMITTALS**

- A. Product Data: For each type of product indicated. Include construction and installation details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Other Action Submittals:
  - 1. Door Hardware Schedule: Prepared by or under the supervision of Installer, detailing fabrication and assembly of door hardware, as well as installation procedures and diagrams. Coordinate final door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
    - a. Submittal Sequence: Submit door hardware schedule concurrent with submissions of Product Data, Samples, and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate the fabrication of other work that is critical in Project construction schedule.
    - b. Content: Include the following information:
      - 1) Identification number, location, hand, fire rating, size, and material of each door and frame.
      - 2) Complete designations, including name and manufacturer, type, style, function, size, quantity, function, and finish of each door hardware product.
      - 3) Fastenings and other pertinent information.
      - 4) Explanation of abbreviations, symbols, and codes contained in schedule.
      - 5) Mounting locations for door hardware.

2. Keying Schedule: Prepared by or under the supervision of Installer, detailing Owner's final keying instructions for locks.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up for door hardware delivered to Project site.
- B. Tag each item or package separately with identification coordinated with the final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package.
- C. Deliver keys to manufacturer of key control system for subsequent delivery to Owner.
- D. Deliver keys to Owner by registered mail or overnight package service.

#### 1.5 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.
  1. Failures include, but are not limited to, the following:
    - a. Structural failures including excessive deflection, cracking, or breakage.
    - b. Faulty operation of doors and door hardware.
    - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.
  2. Warranty Period: Three years from date of Substantial Completion, unless otherwise indicated.

### **PART 2 - PRODUCTS**

#### 2.1 SCHEDULED DOOR HARDWARE

- A. Provide door hardware for each door as scheduled on Drawings to comply with requirements in this Section.
  1. Door Hardware Sets: Provide quantity, item, size, finish or color indicated, and products equivalent in function and comparable in quality to named products.
- B. Designations: Requirements for design, grade, function, finish, size, and other distinctive qualities of each type of door hardware are indicated in Part 3 "Door Hardware Schedule" Article. Products are identified by using door hardware designations, as follows:
  1. Named Manufacturers' Products: Manufacturer and product designation are listed for each door hardware type required for the purpose of establishing

minimum requirements. Manufacturers' names are abbreviated in Part 3 "Door Hardware Schedule" Article.

2. References to BHMA Designations: Provide products complying with these designations and requirements for description, quality, and function.

## 2.2 HINGES

- A. Hinges: BHMA A156.1. Provide template-produced hinges for hinges installed on hollow-metal doors and hollow-metal frames.
  1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
    - a. Baldwin Hardware Corporation.
    - b. Bommer Industries, Inc.
    - c. Cal-Royal Products, Inc.
    - d. Hager Companies.
    - e. IVES Hardware; an Ingersoll-Rand company.
    - f. Lawrence Hardware Inc.
    - g. McKinney Products Company; an ASSA ABLOY Group company.
    - h. PBB, Inc.
    - i. Stanley Commercial Hardware; Div. of The Stanley Works.

## 2.3 MECHANICAL LOCKS AND LATCHES

- A. Lock Functions: As indicated in door hardware schedule.
- B. Lock Throw: Comply with testing requirements for length of bolts required for labeled fire doors, and as follows:
  1. Bored Locks: Minimum 1/2-inch (13-mm) latchbolt throw.
- C. Lock Backset: 2-3/4 inches (70 mm), unless otherwise indicated.
- D. Lock Trim:
  1. Description: As indicated on Drawings.
  2. Levers: Wrought.
  3. Escutcheons (Roses): Wrought.
  4. Operating Device: Lever with escutcheons (roses).
- E. Strikes: Provide manufacturer's standard strike for each lock bolt or latchbolt complying with requirements indicated for applicable lock or latch and with strike box and curved lip extended to protect frame; finished to match lock or latch.
  1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
- F. Bored Locks: BHMA A156.2; Grade 1; Series 4000.

1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
  - a. Arrow USA; an ASSA ABLOY Group company.
  - b. Best Access Systems; Div. of Stanley Security Solutions, Inc.
  - c. Cal-Royal Products, Inc.
  - d. Corbin Russwin Architectural Hardware; n ASSA ABLOY Group Company.
  - e. Falcon Lock; An Ingersoll-Rand Company.
  - f. K2 Commercial Hardware; a Black & Decker Corp. company.
  - g. Marks USA.
  - h. Medeco Security Locks, Inc.; an ASSA ABLOY Group company.
  - i. PDQ Manufacturing.
  - j. SARGENT Manufacturing Company; an ASSA ABLOY Group company.
  - k. Schlage Commercial Lock Division; an Ingersoll-Rand company.
  - l. Weiser Lock Corp.; a Black & Decker Corp. company.
  - m. Yale Security Inc.; an ASSA ABLOY Group company.

#### 2.4 KEYING

- A. Keying System: Factory registered, complying with guidelines in BHMA A156.28, Appendix A. Incorporate decisions made in keying conference.
  1. Existing System:
    - a. Master key or grand master key locks to Owner's existing system.
- B. Keys: Nickel silver.
  1. Quantity: In addition to one extra key blank for each lock, provide the following:
    - a. Master Keys: Two.

#### 2.5 THRESHOLDS

- A. Thresholds: BHMA A156.21; fabricated to full width of opening indicated.
  1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
    - a. Hager Companies.
    - b. M-D Building Products, Inc.
    - c. National Guard Products.
    - d. Pemko Manufacturing Co.; an ASSA ABLOY Group company.
    - e. Reese Enterprises, Inc.
    - f. Rixson Specialty Door Controls; an ASSA ABLOY Group company.
    - g. Sealeze; a unit of Jason Incorporated.
    - h. Zero International.



## 2.6 FABRICATION

- A. Manufacturer's Nameplate: Do not provide products that have manufacturer's name or trade name displayed in a visible location except in conjunction with required fire-rated labels and as otherwise approved by Architect.
  - 1. Manufacturer's identification is permitted on rim of lock cylinders only.
- B. Base Metals: Produce door hardware units of base metal indicated, fabricated by forming method indicated, using manufacturer's standard metal alloy, composition, temper, and hardness. Furnish metals of a quality equal to or greater than that of specified door hardware units and BHMA A156.18.
- C. Fasteners: Provide door hardware manufactured to comply with published templates prepared for machine, wood, and sheet metal screws. Provide screws that comply with commercially recognized industry standards for application intended, except aluminum fasteners are not permitted. Provide Phillips flat-head screws with finished heads to match surface of door hardware, unless otherwise indicated.
  - 1. Concealed Fasteners: For door hardware units that are exposed when door is closed, except for units already specified with concealed fasteners. Do not use through bolts for installation where bolt head or nut on opposite face is exposed unless it is the only means of securely attaching the door hardware. Where through bolts are used on hollow door and frame construction, provide sleeves for each through bolt.
  - 2. Fire-Rated Applications:
    - a. Wood or Machine Screws: For the following:
      - 1) Hinges mortised to doors or frames.
      - 2) Strike plates to frames.

## 2.7 FINISHES

- A. Provide finishes complying with BHMA A156.18 as indicated in door hardware schedule.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## 2.8 DOOR HARDWARE SCHEDULE: PER DOOR

- A. 1 pair butts x 4-1/2x4-1/2 x Stanley x FBB179 US10

- B. 1 threshold x Pemko x 217AV
- C. 1 Door Closer LCN 4011/4111 z Stat
- D. 1 Latch set Corbin Russwin ML2010 (latch bolt by grip either side) x US10 with matching strike plate.

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### **3.2 PREPARATION**

- A. Steel Doors and Frames: For surface applied door hardware, drill and tap doors and frames according to ANSI/SDI A250.6.

#### **3.3 INSTALLATION**

- A. Mounting Heights: Mount door hardware units at heights to comply with the following unless otherwise indicated or required to comply with governing regulations.
  - 1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
- B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.
  - 1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
  - 2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- C. Hinges: Install types and in quantities indicated in door hardware schedule but not fewer than the number recommended by manufacturer for application indicated or one hinge for every 30 inches (750 mm) of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.

- D. Thresholds: Set thresholds for exterior doors and other doors indicated in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants."
- E. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they will impede traffic.

### 3.4 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

### 3.5 CLEANING AND PROTECTION

- A. Clean adjacent surfaces soiled by door hardware installation.
- B. Clean operating items as necessary to restore proper function and finish.
- C. Provide final protection and maintain conditions that ensure that door hardware is without damage or deterioration at time of Substantial Completion.

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**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes non-load-bearing steel framing members for the following applications:
  - 1. Interior framing systems (e.g., supports for partition walls, framed soffits, furring, etc.).
- B. Related Sections include the following:
  - 1. Division 9 Section "Gypsum Board".

**PART 2 - PRODUCTS****2.1 NON-LOAD-BEARING STEEL FRAMING, GENERAL**

- A. Framing Members, General: Comply with ASTM C 754 for conditions indicated.
  - 1. Steel Sheet Components: Comply with ASTM C 645 requirements for metal, unless otherwise indicated.
  - 2. Protective Coating: ASTM A 653/A 653M, G40, hot-dip galvanized, unless otherwise indicated.

**2.2 STEEL FRAMING FOR FRAMED ASSEMBLIES**

- A. Steel Studs and Runners: ASTM C 645.
  - 1. Minimum Base-Metal Thickness: As indicated on Drawings.
  - 2. Depth: As indicated on Drawings.
- B. Slip-Type Head Joints: Where indicated, provide the following:
  - 1. Deflection Track: Steel sheet top runner manufactured to prevent cracking of finishes applied to interior partition framing resulting from deflection of structure above; in thickness not less than indicated for studs and in width to accommodate depth of studs.
    - a. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
    - b. Products: Subject to compliance with requirements, provide one of the following:
      - 1) Steel Network Inc. (The); VertiClip SLD Series.
      - 2) Superior Metal Trim; Superior Flex Track System (SFT).

- C. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.
  - 1. Minimum Base-Metal Thickness: As indicated on Drawings.

## **2.3 AUXILIARY MATERIALS**

- A. General: Provide auxiliary materials that comply with referenced installation standards.
  - 1. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance.
  - 1. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 INSTALLATION, GENERAL**

- A. Installation Standard: ASTM C 754, except comply with framing sizes and spacing indicated.
  - 1. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.
- B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- C. Install bracing at terminations in assemblies.
- D. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

### **3.3 INSTALLING FRAMED ASSEMBLIES**

- A. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.
- B. Install studs so flanges within framing system point in same direction.
- C. Install tracks (runners) at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings, except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts penetrating partitions above ceiling.

1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
  2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.
    - a. Install two studs at each jamb, unless otherwise indicated.
    - b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch clearance from jamb stud to allow for installation of control joint in finished assembly.
    - c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.
  3. Other Framed Openings: Frame openings other than door openings the same as required for door openings, unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
  4. Sound-Rated Partitions: Install framing to comply with sound-rated assembly indicated.
- D. Direct Furring:
1. Screw to steel framing.
  2. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.
- E. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch from the plane formed by faces of adjacent framing.
-

**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section Includes:
  - 1. Interior gypsum board.
- B. Related Requirements:
  - 1. Division 9 Section "Non-Load-Bearing Steel Framing" for non-structural framing and suspension systems that support gypsum board panels.

**1.3 DELIVERY, STORAGE AND HANDLING**

- A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

**1.4 FIELD CONDITIONS**

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged.
  - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

**PART 2 - PRODUCTS****2.1 GYPSUM BOARD, GENERAL**

- A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

**2.2 INTERIOR GYPSUM BOARD**

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. American Gypsum.

2. CertainTeed Corp.
3. Georgia-Pacific Gypsum LLC.
4. Lafarge North America Inc.
5. National Gypsum Company.
6. PABCO Gypsum.
7. Temple-Inland.
8. USG Corporation.

B. Gypsum Wallboard: ASTM C 1396/C 1396M.

1. Thickness: 5/8 inch.
2. Long Edges: Tapered.

C. Cementitious Backer Board: 5/8" Durock by United States Gypsum or accepted equal.

### 2.3 TRIM ACCESSORIES

A. Interior Trim: ASTM C 1047.

1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized steel sheet.
2. Shapes:
  - a. Cornerbead.
  - b. LC-Bead: J-shaped; exposed long flange receives joint compound.

### 2.4 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C 475/C 475M.

B. Joint Tape:

1. Interior Gypsum Board: Paper.

C. Joint Compound for Interior Gypsum Board: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.

1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.
  - a. Use setting-type compound for installing paper-faced metal trim accessories.
3. Fill Coat: For second coat, use setting-type, sandable topping compound.
4. Finish Coat: For third coat, use setting-type, sandable topping compound.

### 2.5 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.

B. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.

1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch thick.



**PART 3 - EXECUTION****3.1 EXAMINATION**

- A. Examine areas and substrates including welded hollow-metal frames and framing, with Installer present, for compliance with requirements and other conditions affecting performance.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

**3.2 APPLYING AND FINISHING PANELS, GENERAL**

- A. Comply with ASTM C 840.
- B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
- D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- E. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc., except in chases braced internally).
  - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. in area.
  - 2. Fit gypsum panels around ducts, pipes, and conduits.
  - 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- wide joints to install sealant.
- F. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch- wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- G. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- H. Wood Framing: Install gypsum panels over wood framing, with floating internal corner construction. Do not attach gypsum panels across the flat grain of wide-dimension

lumber, including floor joists and headers. Float gypsum panels over these members or provide control joints to counteract wood shrinkage.

### 3.3 APPLYING INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
  - 1. Wallboard Type: Vertical surfaces unless otherwise indicated.
- B. Single-Layer Application:
  - 1. On partitions/walls, apply gypsum panels vertically (parallel to framing) unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
    - a. Stagger abutting end joints not less than one framing member in alternate courses of panels.

### 3.4 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Interior Trim: Install in the following locations:
  - 1. Cornerbead: Use at outside corners unless otherwise indicated.
  - 2. LC-Bead: Use at exposed panel edges.

### 3.5 FINISHING GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints, rounded or beveled edges, and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
  - 1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
  - 2. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.
    - a. Primer and its application to surfaces are specified in other Division 9 Sections.

### 3.6 INSTALLATION OF CEMENTITIOUS BACKER BOARD

- A. Install in accordance with manufacturer's recommendations.
- B. Fasten board at 8" on center with screws as recommended by manufacturer firmly anchored to stud backup.

**3.7 PROTECTION**

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
  - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

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**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Ceramic Tile.
- B. Marble thresholds.

**1.3 QUALITY ASSURANCE**

- A. Standards: Comply with material and installation standards of the Tile Council of America, Inc. (TCA) and American National Standards Institute (ANSI).

**1.4 SUBMITTALS**

- A. Products Data: Submit manufacturer's technical information and installation instructions for materials required, except bulk materials.
- B. Samples:
  - 1. Manufacturer's color samples consisting of actual tiles or section of tiles showing full range of colors, textures and patterns available for each type of tile indicated.
  - 2. Samples of grout and accessories involving color selections.
  - 3. Tile: One full size sample representative of color range selected.

**1.5 JOB CONDITIONS**

- A. Product Handling
  - 1. Deliver and store packaged materials in original containers with seals unbroken and labels intact until tile is used.
  - 2. Prevent damage or contamination to materials by water, freezing, foreign matter or other cause.

**1.6 EXTRA STOCK**

- A. Extra Materials: Furnish 2% of each tile and trim used in original cartons to Owner.

**PART 2 - PRODUCTS****2.1 MATERIALS**

- A. Glazed Wall Tile: Flat tile as follows:
  - 1. Module Size: 4-1/4 by 4-1/4 inches.
  - 2. Thickness: 5/16 inch.
  - 3. Face: Plain with modified square edges or cushion edges.
  - 4. Finish: Bright, opaque glaze.
  - 5. Mounting: Factory back-mounted.
  - 6. Mounting: Pregrouted sheets of tiles factory assembled and grouted with manufacturer's standard silicone rubber.
- B. Glazed Wall Tile Trim Units: Matching characteristics of adjoining flat tile and coordinated with sizes and coursing of adjoining flat tile where applicable. Provide shapes as follows, selected from manufacturer's standard shapes:
  - 1. Base for Thin-Set Mortar Installations: Straight, module size 4-1/4 by 4-1/4 inches.
  - 2. Wainscot Cap for Thin-Set Mortar Installations: Surface bullnose, module size 4-1/4 by 4-1/4 inches.
  - 3. Wainscot Cap for Flush Conditions: Regular flat tile for conditions where tile wainscot is shown flush with wall surface above.
  - 4. External Corners for Thin-Set Mortar Installations: Surface bullnose.
  - 5. Internal Corners: Field-buttet square corners except with coved base and cap angle pieces designed to fit with stretcher shapes.
- C. Latex-Portland Mortar: Prepackaged latex Portland cement mortar – ANSI A118.4
- D. Latex-Portland Grout: Prepackaged latex Portland cement grout – ANSI A118.7 type.
- E. Tile Sealant
  - 1. Walls: Sanitary 1700 Sealant by General Electric or accepted equal. One part mildew resistant silicone sealant. Color as selected by Architect.
- F. Tile Cleaner: Product specifically acceptable to tile and grout manufacturer.

**PART 3 - EXECUTION****3.1 INSPECTION**

- A. Examine surface to receive tile work and conditions under which tile will be installed. Do not proceed with tile work until surfaces and conditions comply with requirements indicated in referenced tile installation standards.

**3.2 PREPARATION**

- A. Cementitious Backer Board
  - 1. Verify board fastening at 8 inches on center with screws firmly anchored into stud backing.

2. All horizontal and vertical joints and corners are to have an 1/8 inch spacing to be filled solid with dry set mortar. Apply 2 inches glass fiber mesh tape embedded in a skim coat of the dry-set mortar at all joints and corners.

### 3.3 TILE INSTALLATION

- A. TCA Installation Guidelines: TCA "Handbook for Ceramic Tile Installation"; comply with the following TCA installation methods.
  1. Bathroom Walls: W244 (Thinset over cement board).
- B. Extend tile work into recesses and under or behind equipment and fixtures, to form a complete covering without interruptions, except as otherwise shown. Terminate work neatly at obstructions, edges and corners without disrupting pattern or joint alignments.
- C. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures and other penetrations so that plates, collars or covers overlap tile.
- D. Jointing Pattern: Unless otherwise shown, lay tile in grid pattern. Align joints when adjoining tiles on floor, base, walls and trim are same size. Layout tile work and center tile fields in both directions in each space or on each wall area. Adjust to minimize tile cutting.
- E. Sealant: Seal juncture of plumbing fixtures, exposed pipe penetrations, fittings and expansion joints with sealant after grouting.

### 3.4 CLEANING AND PROTECTION

- A. Cleaning: Upon completion of placement and grouting, clean all ceramic tile surfaces so they are free of foreign matter in accordance with tile and grout manufacturer's printed instructions. Protect adjacent surfaces from effects of cleaning. Flush surface with clean water before and after cleaning.
- B. Finished Tile Work: Leave finished installation clean and free of cracked, chipped, broken, unbounded or otherwise defective tile work.
- C. Protection: Protect installed tile work with kraft paper or other heavy covering during construction period to prevent staining, damage and wear.

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**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. The Contract Documents apply to the work of this Section.

**1.2 SUMMARY**

- A. Work included: Acoustical ceilings with exposed grid suspensions system.

**1.3 QUALITY ASSURANCE**

- A. Installer shall be thoroughly experienced with acoustic ceilings installation similar in material, design and extent.
- B. Fire Performance Characteristics: Provide acoustical ceilings that are identical to those tested for the following fire performance characteristics, per ASTM test method indicated below. Identify acoustical ceiling components with appropriate markings of applicable testing and inspecting organization.
  - 1. Surface Burning Characteristics: As follows, tested per ASTM E84 and complying with ASTM E1264 for Class A products.
  - 2. Flame spread: 25 or less.
  - 3. Smoke Developed: 50 or less.

**1.4 SUBMITTALS**

- A. Product Data: Manufacturer's product specifications and installation instructions for each acoustical ceiling material required and for each suspension system, including certified laboratory test reports and other data required to show compliance with these specifications
- B. Samples: Submit samples for verification purposes if requested.
  - 1. Set of 4" x 6" square samples for each acoustical tile required, showing full range of exposed color and texture to be expected in completed work.
  - 2. Set of 12" long samples of each exposed runner and molding type.

**1.5 JOB CONDITIONS**

- A. Coordinate layout and installation of acoustical ceiling units and suspension system components with other work supported by or penetrating through, ceilings, including light fixtures, HVAC equipment, fire-suppression system components and partition system.

- B. Do not install acoustic ceiling until installation areas meet the following requirements: exterior openings have been closed and roofs are weathertight; complete cleaning of the areas above the new ceiling line has been completed; mechanical, electrical, and other work above ceiling has been completed; wet work has been installed; temperature and relative humidity have reached levels which comply with acoustic material manufacturer's recommendations for the units to be used in the work and are acceptable to the installer.
- C. Deliver acoustical ceiling units to project site in original, unopened packages and store them in a fully enclosed space where they will be protected against damage.
- D. Before installing acoustical ceiling units, permit them to reach room temperature and a stabilized moisture content ambient during installation and anticipated for occupancy.

#### 1.6 EXTRA STOCK

- A. Extra materials: Furnish the Owner with extra acoustic ceiling panels equal to 2% of the amount installed or 3 cartons (approximately 24 – 30 tiles dependent on tiles per carton) of each, whichever is greater, in original protective covering for each ceiling system.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. The Owner has standardized on the following ceiling tile: No Substitutions.
  - 1. Acoustical Ceiling System (Type 1): USG .
    - a. Suspension System: Donn DX/DXL 15/16" tee with M& wall angle by USG. Color: white 050 .
    - b. Acoustic tile: Fifth Avenue Plus, 2' x 4' x 5/8 inch (square), Fireguard fissured Item No. 586 USG. Color: white 050.
  - 2. Acoustical Ceiling System (Type 2): USG.
    - a. Suspension System: Donn DX/DL 15/16" tee with M& wall angle by USG. Color: white 050 .
    - b. Acoustic tile: Clima Plus/Vinyl, 2'x4' x 1/2 inch (square), sheetrock, washable & scrubbable, impact resistant, non-sagging, Item #3270 by USG. Color: white 050.
- B. Accessories: Hanger wire, fasteners, anchors and all accessories as recommended by manufacturer for a complete installation.



**PART 3 - EXECUTION****3.1 INSPECTION**

- A. Examine the substrate and conditions under which the work is to be installed. Do not proceed with the work until all unsatisfactory conditions are corrected.

**3.2 GENERAL**

- A. Install materials in accordance with manufacturer's printed instructions and industry standards applicable to work.

**3.3 SUSPENSION SYSTEM INSTALLATION**

- A. Measure each ceiling area and establish layout of acoustical units to balance border widths at opposite edges of each ceiling. Avoid use of less-than-half width units at borders. Comply with reflected ceiling plans. Wherever discrepancy occurs, notify Engineer prior to proceeding.
- B. Install suspension systems to comply with ASTM C636, with hangers supported only from building structural members. Locate hangers not less than 6" from each end and spaced 4'-0" along each carrying channel or direct-hung runner, unless otherwise indicated, leveling to tolerance of 1/8" in 12'0".
- C. Install hangers plumb and free from contact with other objects within ceiling. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying or other equally effective means.
- D. Where width of ducts and other construction within ceiling plenum produced hanger spacings that interfere with the location of hangers at spacing required to support standard suspension system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards.
- E. Secure wire hangers by looping and wire-tying, either directly to structures or to inserts, eyescrews or other devices that are secure and appropriate for substrate and in a manner that will not cause them to deteriorate or otherwise fail due to age, corrosion or elevated temperatures.

**3.4 ACOUSTIC PANEL INSTALLATION**

- A. Install acoustical panels in coordination with suspension system, with edges concealed by a support of suspension members. Scribe and cut panels to fit accurately at borders of penetrations.

- B. Lay-in tile with fissured grain pattern running in one direction.

**3.5 ADJUST AND CLEAN**

- A. Clean exposed surfaces of acoustical ceilings, including trim, edge moldings and suspension members; comply with manufacturer's instructions for cleaning and touching up of minor finish damage. Remove and replace work which cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

**3.6 ADJOINING SURFACES**

- A. Clean and refinish exposed adjoining surfaces which were damaged prior to or during removals or installation. Provide surface finish and texture to match existing. Existing damaged areas farther than 6 inches from the installed ceiling are not part of this contract.

**3.7 CEILING HEIGHT**

- A. Install new ceiling at the same elevation as the ceiling being removed.

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**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Vinyl composition tile (VCT).
  - 2. Resilient wall base.
- B. Related Sections include the following:
  - 1. Division 1 Section "Selective Demolition" for removal of existing floor finishes.

**1.3 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For each type of product indicated.
- C. Samples for Verification: Full-size units of each color and pattern of resilient floor tile required.
  - 1. Resilient Wall Base: Manufacturer's standard-size Samples, but not less than 12 inches (300 mm) long, of each resilient product color and pattern required.

**1.4 QUALITY ASSURANCE**

- A. Fire-Test-Response Characteristics: Provide products identical to those tested for fire-exposure behavior per test method indicated by a testing and inspecting agency acceptable to authorities having jurisdiction.

**1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C). Store tiles on flat surfaces.

**1.6 PROJECT CONDITIONS**

- A. Maintain temperatures within range recommended by manufacturer, but not less than 70 deg F (21 deg C) or more than 95 deg F (35 deg C), in spaces to receive floor tile during the following time periods:
  - 1. 48 hours before installation.
  - 2. During installation.
  - 3. 48 hours after installation.
- B. After postinstallation period, maintain temperatures within range recommended by manufacturer, but not less than 55 deg F (13 deg C) or more than 95 deg F (35 deg C).
- C. Close spaces to traffic during floor covering installation.
- D. Close spaces to traffic for 48 hours after floor covering installation.
- E. Install resilient products after other finishing operations, including painting, have been completed.

**1.7 EXTRA MATERIALS**

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Floor Tile: Furnish 1 box for every 50 boxes or fraction thereof, of each type, color, and pattern of floor tile installed.
  - 2. Resilient Wall Base: Furnish not less than 10 linear feet (3 linear m) for every 500 linear feet (150 linear m) or fraction thereof, of each type, color, pattern, and size of resilient product installed.

**PART 2 - PRODUCTS****2.1 MANUFACTURERS**

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the products listed in other Part 2 articles.
- B. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles.

**2.2 COLORS AND PATTERNS**

- A. Colors and Patterns: As selected by Architect from manufacturer's full range.

## 2.3 VINYL COMPOSITION TILE

- A. Vinyl Composition Tile (VCT): ASTM F 1066.
  - 1. Armstrong World Industries, Inc.;
  - 2. Azrock Commercial Flooring, DOMCO;.
  - 3. Congoleum Corporation;
  - 4. Mannington Mills, Inc.;
  - 5. Tarkett Inc.;
- B. Class: 3 (surface-pattern tile).
- C. Wearing Surface: Smooth.
- D. Thickness: 0.125 inch (3.2 mm).
- E. Size: 12 by 12 inches (305 by 305 mm).
- F. Fire-Test-Response Characteristics:
  - 1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm per ASTM E 648.

## 2.4 RESILIENT WALL BASE

- A. Wall Base: ASTM F 1861.
  - 1. AFCO-USA, American Floor Products Company, Inc.;
  - 2. Armstrong World Industries, Inc.;
  - 3. Azrock Commercial Flooring, DOMCO;.
  - 4. Burke Mercer Flooring Products;.
  - 5. Endura;.
  - 6. Estrie, American Biltrite (Canada) Ltd.;
  - 7. Johnsonite;.
  - 8. Marley Flexco (USA), Inc.;
  - 9. Mondo Rubber International, Inc.;
  - 10. Musson, R. C. Rubber Co.;
  - 11. Nora Rubber Flooring, Freudenberg Building Systems, Inc.;
  - 12. Pirelli Rubber Flooring;.
  - 13. Roppe Corporation;.
  - 14. Stoler Industries;.
  - 15. VPI, LLC, Floor Products Division;.
- B. Type (Material Requirement): TV (vinyl).
- C. Style: Cove (with top-set toe).
- D. Minimum Thickness: 0.125 inch (3.2 mm).
- E. Height: 4 inches (102 mm) or 6 inches (152 mm).
- F. Lengths: Coils in manufacturer's standard length.

- G. Outside Corners: Job formed.
- H. Inside Corners: Job formed.
- I. Surface: Smooth.

## **2.5 INSTALLATION MATERIALS**

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic cement based formulation provided or approved by resilient product manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.
  - 1. Use adhesives that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
    - a. VCT and Asphalt Tile Adhesives: 50 g/L.
    - b. Cove Base Adhesives: 50 g/L.
    - c. Rubber Floor Adhesives: 60 g/L.
- C. Metal Edge Strips: Extruded aluminum with mill finish of width shown, of height required to protect exposed edges of tiles, and in maximum available lengths to minimize running joints.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine substrates, with Installer present, for compliance with requirements for installation tolerances, moisture content, and other conditions affecting performance.
  - 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
  - 2. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

- A. Prepare substrates according to manufacturer's written recommendations to ensure adhesion of resilient products.
- B. Concrete Substrates: Prepare according to ASTM F 710.
  - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
  - 2. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
  - 3. Moisture Testing:

- a. Perform anhydrous calcium chloride test, ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. in 24 hours.
  - b. Perform tests recommended by manufacturer, including probe test into existing slab. Proceed with installation only after substrates pass testing.
- C. Remove paint and clear concrete seal coatings that are incompatible with adhesives using mechanical methods recommended by manufacturer. Do not use solvents.
- D. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents
- E. Use trowelable leveling and patching compound to fill cracks, holes, and depressions in substrates equal to ARDEX K-15 or ARDEX Feather Finish.
- F. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
  1. Do not install resilient products until they are same temperature as space where they are to be installed.
- G. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation. After cleaning, examine substrates for moisture, alkaline salts, carbonation, and dust. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.3 TILE INSTALLATION**

- A. Lay out tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.
  1. Lay tiles square with room axis.
- B. Scribe, cut, and fit tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, edgings, door frames, thresholds, and nosings.
- C. Extend tiles into toe spaces, door reveals, closets, and similar openings.
- D. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on floor tiles as marked on substrates. Use chalk or other nonpermanent, nonstaining marking device.
- E. Install tiles on covers for telephone and electrical ducts and similar items in finished floor areas. Maintain overall continuity of color and pattern with pieces of tile installed on covers. Tightly adhere tile edges to substrates that abut covers and to cover perimeters.

- F. Adhere tiles to flooring substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

### **3.4 RESILIENT WALL BASE INSTALLATION**

- A. Apply wall base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- B. Install wall base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
- C. Tightly adhere wall base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- D. Do not stretch wall base during installation.
- E. On masonry surfaces or other similar irregular substrates, fill voids along top edge of wall base with manufacturer's recommended adhesive filler material.
- F. Job-Formed Corners:
  - 1. Outside Corners: Use straight pieces of maximum lengths possible. Form without producing discoloration (whitening) at bends. Shave back of base at points where bends occur and remove strips perpendicular to length of base that are only deep enough to produce a snug fit without removing more than half the wall base thickness.
  - 2. Inside Corners: Use straight pieces of maximum lengths possible. Form by cutting an inverted V-shaped notch in toe of wall base at the point where corner is formed. Shave back of base where necessary to produce a snug fit to substrate.

### **3.5 CLEANING AND PROTECTION**

- A. Perform the following operations immediately after completing resilient product installation:
  - 1. Remove adhesive and other blemishes from exposed surfaces.
  - 2. Sweep and vacuum surfaces thoroughly.
  - 3. Damp-mop surfaces to remove marks and soil.
    - a. Do not wash surfaces until after time period recommended by manufacturer.
- B. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period. Use protection methods recommended in writing by manufacturer.
  - 1. Apply protective floor polish to horizontal surfaces that are free from soil, visible adhesive, and surface blemishes if recommended in writing by manufacturer.
    - a. Use commercially available product acceptable to manufacturer.
    - b. Coordinate selection of floor polish with Owner's maintenance service.



2. Cover products installed on horizontal surfaces with undyed, untreated building paper until Substantial Completion.
3. Do not move heavy and sharp objects directly over surfaces. Place hardboard or plywood panels over flooring and under objects while they are being moved. Slide or roll objects over panels without moving panels.

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**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes surface preparation and the application of paint systems on the following interior substrates:
  - 1. Stucco.
  - 2. Concrete masonry units (CMU).
  - 3. Steel.
  - 4. Galvanized metal.
  - 5. Wood.
  - 6. Gypsum board.
  - 7. Plaster.
  - 8. Cotton or canvas insulation covering.
- B. Materials Requiring Painting
  - 1. Sprinkler Piping:
    - a. Basement Areas as follows: Paint color "Red". Use latex paint that includes primer that is approved for the application per the manufacturer to minimize odor.
    - b. Piping exposed below ceilings shall be painted "White" in areas accessible to Residents or Nursing Staff and "Red" in Mechanical Spaces. Smooth silver chrome colored rod hangers do not require painting. Paint other exposed hangers or hanger accessories "White". Pipe runs not readably identifiable as sprinkler shall be labeled sprinkler using adhesive or stenciled labels.
    - c. Concealed Sprinkler piping does not require painting.
  - 2. Gypsum Board Surfaces including but not limited to patching and repairs resulting from work performed under this contract.  
For painting patching and repairs match existing adjoining surfaces.
  - 3. Ceiling of Locker Room next to Generator Room. Prior to painting repair one water damaged area (approx 3ft. x 3 ft) and patch any holes left by removal of existing sprinklers or installation of new sprinklers. Paint white (3 coats).
  - 4. Any surface marred, damaged, or otherwise disturbed by this work. Patch and paint to match existing adjoining surfaces.

**1.3 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Samples for Verification: For each type of paint system and in each color and gloss of topcoat indicated.
  - 1. Submit Samples on rigid backing, 8 inches square.

2. Step coats on Samples to show each coat required for system.
3. Label each coat of each Sample.
4. Label each Sample for location and application area.

#### **1.4 QUALITY ASSURANCE**

- A. Mockups: Apply benchmark samples of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
  1. Engineer will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
    - a. Wall and Ceiling Surfaces: Provide samples of at least 100 sq. ft.
    - b. Other Items: Architect will designate items or areas required.
  2. Final approval of color selections will be based on benchmark samples.
    - a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by Architect at no added cost to Owner.

#### **1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
  1. Maintain containers in clean condition, free of foreign materials and residue.
  2. Remove rags and waste from storage areas daily.

#### **1.6 EXTRA MATERIALS**

- A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.
  1. Quantity: Furnish an additional 5 percent, but not less than 1 gal. of each material and color applied.

### **PART 2 - PRODUCTS**

#### **2.1 MANUFACTURERS**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. Benjamin Moore & Co.
  2. California Paints.
  3. ChemRex.
  4. Coronado Paint.
  5. Davis Paint Company.
  6. Dunn-Edwards Corporation.
  7. Durant Paints Inc.

8. Duron, Inc.
9. PPG Architectural Finishes, Inc.
10. Pratt & Lambert.
11. Sherwin-Williams Company (The).

## 2.2 PAINT, GENERAL

### A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

### B. VOC Content of Field-Applied Interior Paints and Coatings: Provide products that comply with the following limits for VOC content, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24); these requirements do not apply to paints and coatings that are applied in a fabrication or finishing shop:

1. Flat Paints, Coatings, and Primers: VOC content of not more than 50 g/L.
2. Nonflat Paints, Coatings, and Primers: VOC content of not more than 150 g/L.
3. Anti-Corrosive and Anti-Rust Paints Applied to Ferrous Metals: VOC not more than 250 g/L.
4. Floor Coatings: VOC not more than 100 g/L.
5. Shellacs, Clear: VOC not more than 730 g/L.
6. Shellacs, Pigmented: VOC not more than 550 g/L.
7. Flat Topcoat Paints: VOC content of not more than 50 g/L.
8. Nonflat Topcoat Paints: VOC content of not more than 150 g/L.
9. Anti-Corrosive and Anti-Rust Paints Applied to Ferrous Metals: VOC not more than 250 g/L.
10. Floor Coatings: VOC not more than 100 g/L.
11. Shellacs, Clear: VOC not more than 730 g/L.
12. Shellacs, Pigmented: VOC not more than 550 g/L.
13. Primers, Sealers, and Undercoaters: VOC content of not more than 200 g/L.
14. Dry-Fog Coatings: VOC content of not more than 400 g/L.
15. Zinc-Rich Industrial Maintenance Primers: VOC content of not more than 340 g/L.
16. Pre-Treatment Wash Primers: VOC content of not more than 420 g/L.

### C. Chemical Components of Field-Applied Interior Paints and Coatings: Provide topcoat paints and anti-corrosive and anti-rust paints applied to ferrous metals that comply with the following chemical restrictions; these requirements do not apply to paints and coatings that are applied in a fabrication or finishing shop:

1. Aromatic Compounds: Paints and coatings shall not contain more than 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
2. Restricted Components: Paints and coatings shall not contain any of the following:
  - a. Acrolein.
  - b. Acrylonitrile.
  - c. Antimony.
  - d. Benzene.
  - e. Butyl benzyl phthalate.
  - f. Cadmium.
  - g. Di (2-ethylhexyl) phthalate.
  - h. Di-n-butyl phthalate.
  - i. Di-n-octyl phthalate.
  - j. 1,2-dichlorobenzene.
  - k. Diethyl phthalate.
  - l. Dimethyl phthalate.
  - m. Ethylbenzene.
  - n. Formaldehyde.
  - o. Hexavalent chromium.
  - p. Isophorone.
  - q. Lead.
  - r. Mercury.
  - s. Methyl ethyl ketone.
  - t. Methyl isobutyl ketone.
  - u. Methylene chloride.
  - v. Naphthalene.
  - w. Toluene (methylbenzene).
  - x. 1,1,1-trichloroethane.
  - y. Vinyl chloride.

D. Colors: As selected by Architect from manufacturer's full range.

## 2.3 BLOCK FILLERS

- A. Interior/Exterior Latex Block Filler: MPI #4.
  1. VOC Content: E Range of E2.

## 2.4 PRIMERS/SEALERS

- A. Interior Latex Primer/Sealer:
  1. VOC Content: E Range of E1.
  2. Environmental Performance Rating: EPR 1.
- B. Interior Alkyd Primer/Sealer:
  1. VOC Content: E Range of E1.

**2.5 METAL PRIMERS**

- A. Rust-Inhibitive Primer (Water Based).
  - 1. VOC Content: E Range of E1.
  - 2. Environmental Performance Rating: EPR 1.
- B. Waterborne Galvanized-Metal Primer:
  - 1. VOC Content: E Range of E1.
  - 2. Environmental Performance Rating: EPR 1.

**2.6 LATEX PAINTS**

- A. Interior Latex (Flat): (Gloss Level 1).
  - 1. VOC Content: E Range of E1.
  - 2. Environmental Performance Rating: EPR 0.5.
- B. Interior Latex (Satin): (Gloss Level 4).
  - 1. VOC Content: E Range of E1.
  - 2. Environmental Performance Rating: EPR 1.5.
- C. Interior Latex (Semigloss): (Gloss Level 5).
  - 1. VOC Content: E Range of E1.
  - 2. Environmental Performance Rating: EPR 2.
- D. Interior Latex (Gloss): (Gloss Level 6, except minimum gloss of 65 units at 60 deg).
  - 1. VOC Content: E Range of E1.
  - 2. Environmental Performance Rating: EPR 2.

**PART 3 - EXECUTION****3.1 EXAMINATION**

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  - 1. Concrete: 12 percent.
  - 2. Masonry (Clay and CMU): 12 percent.
  - 3. Wood: 15 percent.
  - 4. Gypsum Board: 12 percent.
  - 5. Plaster: 12 percent.

- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
- E. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Remove plates, room names and numbers, bulletin boards, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
  - 2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.
- D. Concrete Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Steel Substrates: Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.
- F. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- G. Gypsum Board Substrates: Do not begin paint application until finishing compound is dry and sanded smooth.
- H. Plaster Substrates: Do not begin paint application until plaster is fully cured and dry.
- I. Cotton or Canvas Insulation Covering Substrates: Remove dust, dirt, and other foreign material that might impair bond of paints to substrates.

## 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions.
  - 1. Use applicators and techniques suited for paint and substrate indicated.
  - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  - 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Mechanical and Electrical Work: Paint items exposed in equipment rooms and occupied spaces including, but not limited to, the following:
  - 1. Mechanical Work:
    - a. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.

## 3.4 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Engineer, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

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**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Apply to this Work the Drawings, Conditions of the Contract, and Specifications Division 1 Sections.

**1.2 GENERAL**

- A. Provide a complete automatic wet pipe sprinkler system, as specified herein and as required by the authorities having jurisdiction. Provide small antifreeze (glycerine in concentrations acceptable to NFPA) systems to protect sprinkler piping and heads installed in areas subject to freezing. Four areas are identified on the drawings.
- B. Materials for the Work of this Section shall be Underwriter's Laboratories listed, and/or Factory Mutual approved.

**1.3 SUBMITTALS**

- A. Submit scaled coordination drawings showing all piping, elevations and appropriate indication of coordination with other trades. Show dimensioned location of each sprinkler head. Show all light fixtures, air terminals, smoke detectors, heat detectors, video projectors, and other ceiling components on the sprinkler coordination drawings. Include separate details of special or not easily visualized piping arrangements and inspector's test valves and connections.
- B. Hydraulic calculations shall be complete and cross referenced to the appropriate drawing sheets.
- C. Product Data: Manufacturer's standard catalog sheets, specifications, and installation instructions. Indicate UL or FM approval for each product. Include the following additional information:
  - 1. Electrical Devices: Complete description of intended use, wiring diagrams, data plate information and, in the case of switching devices, whether normally on, or normally off.
  - 2. Mechanical Devices: Complete description of intended use, including normal operating capacities and working pressures.
  - 3. Enclosures: Dimensions, materials, gages of metals; type of door hinges and locks, and methods of securing the enclosure members to the building construction.
  - 4. Hose Threads: Verify that hose threads on fire department connections match threads on equipment used by the local or servicing fire department.

5. Submittals shall be marked up to crossout any information not relevant to this project on the submittal sheets.
- D. Installers Qualification Data:
  1. Name of each person who will be performing the Work.
  2. Upon request, furnish names and addresses of the required number of similar projects that each person has worked on which meet the experience criteria.
- E. Contract Closeout Submittals:
  1. Operation and Maintenance Data. Deliver 2 copies to the Engineer:
    - a. Instruction manual describing the operation and maintenance of the system.
    - b. Parts list for each mechanical and electrical device.
    - c. Publication NFPA 25, Inspection, Testing, and Maintenance of Water Based Fire Protection Systems.

#### 1.4 CODES

- A. The complete fire protection system shall conform with the latest Edition or Requirements of the following:
  1. NFPA 13 National Fire Protection Association Standard for installation of sprinkler systems.
  2. NFPA 24 Private Service Main

#### 1.5 PERMITS AND INSPECTIONS

- A. Obtain and pay for all required permits and inspection certificates required for completion of the work.
- C. Include and bear cost of all testing and final inspection by authorities having jurisdiction.
- C. Submit N.Y.S. Health Department listing for Backflow Preventer.

#### 1.6 CONTRACTOR QUALIFICATIONS

- A. Qualifications: The persons employed to perform the Work of this Section and their supervisor shall be personally experienced in sprinkler work and shall have been regularly performing such work for a minimum of 5 years while in the employ of a company or companies engaged in the installation of sprinkler systems.
  1. Upon request, furnish to the Engineer the names and addresses of five similar projects which the foregoing people have worked on during the past 3 years.

## 1.7 LAYOUT

- A. Flow and Data - The source of water supply shall be the on site municipal water main.
- B. Type System – wet pipe.
- C. Hydraulic System Calculation information is included in this specification and are to be used for bidding purposes only. This Contractor must provide and submit his own calculations. The Contractor must perform and submit his own flow test. The Contractor shall develop his shop drawings based on his flow test and calculations.
- D. Contract drawing ceiling plans are reasonably accurate. They will be provided to the contractor in Autocad 2004 LT format at the contractor's request. The Contractor is responsible for field verifying the information.
- E. The number and spacing of sprinkler heads, spacing and size of pipe, location and number of valves, method of draining lines, alarm valves, and all other details and work shall be as required by the State of New York, N.F.P.A. and all other governing authorities. Sprinkler heads shown on drawings are not to be interpreted as final locations. Sprinkler heads shall be centered on the two foot dimension of ceiling tiles and shall be located at 1/4 points or 1/2 points on the four foot dimension of 2 x 4 tiles and centered on 2 x 2 tiles. This may require additional heads which the contractor shall supply. **The contractor must carefully review the contract documents and include any additional heads he feels are necessary.**
- F. Sprinkler Piping
  - 1. Sprinkler piping shall be installed as required to avoid service areas of mechanical equipment and interference with other components (structural, ductwork, piping, conduit, light fixtures, etc.) in the ceiling space. The sprinkler installer will be required to move all piping installed which conflicts with other trades at no additional cost to the contract.
  - 2. Piping shall be installed as high as physically possible in the ceiling space. **Installations which result in the piping being closer than 12 inches to the ceiling and could be higher will be rejected and the contractor will be required to reinstall** (and redesign if required) at no additional cost to the contract.
  - 3. All piping shall be installed concealed where ceiling spaces exist. Exposed piping is only allowed where specifically indicated. **Any other exposed piping locations proposed by the Contractor must be authorized in writing by the Engineer prior to installation.**

## PART 2 - PRODUCTS

## 2.1 SPRINKLER AND ALARM EQUIPMENT

- A. Products of Viking, Grinnel, Reliable or other equal manufacturers selected from "List of Approved Equipment and Materials" published by Factory Mutual and shall bear UL approval stamp or label, where listings exist.

## 2.2 VALVE AND ACCESSORIES

All valves must be UL listed and FM approved for sprinkler service.

- A. Gate Valves (175 psig non-shock working pressure):
  - 1. 3/4 inch to 2 inch: Bronze body, OS & Y indicating type; double or wedge disc with threaded ends. Ball valves can be used in place of gate valves.
  - 2. 2-1/2 inch and larger: IBBM, OS & Y indicating type; double or wedge disc with end connections as required to suit the piping system.
- B. Inspector's Test Outlet Valve: Ball type, bronze body, Type 316 stainless steel ball and stem, teflon seats and stem packing, 400 psi WOG. Valve shall have padlocking feature in both the open and closed position.
- C. Valve Locking Devices: (to be used only as a temporary measure)
  - 1. Chain: 3/16 inch galvanized steel, welded link.
  - 2. Padlock: Series 800 by Yale, Eaton Corp., Charlotte, NC: Key all locks alike. Furnish 2 keys for each lock.
  - 3. Key Tags: 1-1/2 inch dia., brass, stamped with valve number and service.
  - 4. "S" Hooks: Brass, for securing keys to key tags.
- D. Alarm Check Valve:
  - 1. Two piece cast iron body, bolted and gasketed.
  - 2. Moving parts brass, bronze, or stainless steel with replaceable rubber clapper facing.
  - 3. Right or left hand trimming as required.
  - 4. Suitable for horizontal or vertical installation.
  - 5. Two pressure gages.
  - 6. Main drain tap.
  - 7. Alarm retarding chamber for water motor alarm device and electric alarm pressure switch.
    - a. Pressure switch: Equip with spst or spdt contacts rated 10 Amps at 110 V ac, adjustable differential, range as required; NEMA Type 12 enclosure.
  - 8. Factory finish with corrosion resistant red paint.
  - 9. Trim Package: Angle valve, globe valve, alarm line strainer, orifice restriction, pipe nipples and fittings and other required components.

- E. Check Valves: IBBM, single clapper swing check with metal to metal or rubber faced checks, suitable for horizontal and vertical installation; end connections as required to suit the piping system; 175 psig non-shock working pressure.
  - 1. Ball Drip (where shown on Drawings): Brass, automatic; threaded on both ends.
- F. Backflow Preventer: Double check type; full size of incoming service, epoxy coated cast iron; stainless steel internal parts; removable bronze seals. Provide OSY valves with resilient wedge. Check valve must be approved by New York State for installation in fire sprinkler system. U.L. listed. Assembly must be on N.Y.S. Health Dept. approved list.  
Provide this check valve assembly on the incoming fire protection water line and domestic water service.
- G. Signs: Provide identification signs of standard design, fasten securely at designated locations as per requirements of authorities having jurisdiction.
- H. Charts: The Contractor shall provide two (2) copies of approved sprinkler system diagram and valve chart, giving designating number, function, location of each valve; mount in painted, glazed frames, hang where directed.

## 2.3 WATER FLOW ALARM DEVICE

- A. Vane Type Waterflow Switch: Autocall Div., Federal Signal Corp.'s 4160, Potter Electric Signal Co.'s VSR-F, or Reliable's Model A., having:
  - 1. Corrosion-resistant vane.
  - 2. Splash/dust resistant enclosure with anti-tamper switch.
  - 3. Adjustable pneumatic retard.
  - 4. Screw type wiring terminals.
  - 5. Switch rated minimum 7.0 amps at 125 V ac and 0.25 amps at 125 V dc.

## 2.4 PIPE AND FITTINGS - SPRINKLER

- A. Steel Pipe for Threading: Standard weight, Schedule 10, black; ASTM A 53 or ASTM A 135.
- B. Steel Pipe for Roll Grooving: Standard weight, Schedule 10, black; ASTM A 53, Grade B, Type F for sizes 3/4 inch to 1-1/2 inch, and Type E or S for sizes 2 inch to 24 inch, or ASTM A 135.
- C. Fittings for Steel Pipe: black cast iron, screwed suitable for 175 psi. Grooved fittings will be allowed at contractors option. Shop installed thread-o-lets are acceptable.
- D. Unions: Malleable iron, 250 lb class, brass to iron or brass to brass seats.

- E. Couplings: Same material and pressure rating as adjoining pipe, conforming to standards for fittings in such pipe. Use taper tapped threaded type in screwed pipe systems operating in excess of 15 psig.
- F. Nipples: Same material and strength as adjoining pipe, except nipples having a length of less than one inch between threads shall be extra heavy.

## 2.5 PIPE AND FITTINGS – DOMESTIC WATER

- A. Type “L” copper with soldered fittings. Non-lead solder. Compression fittings not allowed.

## 2.6 PIPE AND FITTINGS - CORRIDOR

- A. Anti-freeze system
  - 1. Type “L” copper.
  - 2. Fittings shall be soldered with code compliant solder.

## 2.7 RISER – ANTI-FREEZE SYSTEM

- A. Double check valve listed for fire service with OSY gate valves in inlet and outlet. Watts or approved equal.
- B. U.L. listed for use with fire protection anti-freeze system diaphragm ASME expansion tank. Expansion chamber compatible with glycerine antifreeze solution, polypropylene liner with stainless steel system connection. Amtrol Fire X-Trol FTP-5-C or approved equal.
- C. 50/50 glycerine/water mix to fill system. Use only uncontaminated glycerine.

## 2.8 SUPPORTS, HANGERS, INSERTS

- A. Support piping from building structure by means of hangers, inserts, other supports, as per requirements of authorities having jurisdiction.

## 2.9 PIPE SLEEVES AND ESCUTCHEONS

- A. Furnish and set sleeves to accommodate pipes passing through walls, partitions. Schedule 40 steel pipe through masonry. No. 16 gauge galvanized sheet steel through gypsum board and metal decks.
- B. Piping passing through smoke barriers or metal decks shall be fire stopped with U.L. listed fire stop materials.

## 2.10 SPRINKLER HEAD TYPES

- A. Sprinkler Heads: Brass or bronze, with standard 1/2 inch orifice, and deflector:
  - 1. Upright or Pendent Type: Deflector designed to distribute water downward in a uniform hemispherical spray pattern.
  - 2. Recessed Pendant or sidewall: Similar to pendant except head projects from the ceiling no more than 1 1/8 inch. Where sprinkler heads are not recessed the contractor will have to reinstall. White Finish
  - 2. Flush Pendent Type: Not Used.
  - 3. Sidewall Type: Horizontal or vertical sprinklers with special deflectors designed to discharge most of the water away from nearby wall in a pattern resembling 1/4 of a sphere with a small portion of discharge directed at wall behind sprinkler. White finish.
  - 4. Markings: Stamp sprinkler type on deflector in addition to NFPA's color code requirements covering temperature classification.
- B. All heads shall be of the proper temperature rating for the locations in which they are installed.
- C. Provide stock of 12 extra sprinkler heads **per type**, with cabinet, two (2) sprinkler wrenches in accordance with N.F.P.A. Pamphlet No. 13.
  - 1. Spare Sprinkler Head Cabinet: Steel, with hinged cover, constructed of minimum 20 gage material and fitted with 16 gage steel racks designed to hold quantities and types of spare sprinkler heads and sprinkler head wrenches. Finish: Bright red, baked on enamel.

## 2.11 SIAMESE CONNECTIONS

- A. Two way 90 degree angle siamese inlet free standing type with chains, caps; all parts cast brass with polished finish, size 4" x 2-1/2" x 2-1/2" female NPT x female National Standard FD thread (verify with local Fire Department), 2 individual drop clapper valves, plugs and chains, 18 inch ips brass pipe standpipe.. Potter-Roemer Fig. 5763, W.D. Allen, Seco, or equal.

## 2.12 WATER MOTOR GONG

- A. Construction - weatherproof, steel rotary clapper, brass gong, 10" minimum diameter provided with a projecting hood, removable brass inlet strainer, 3/4" alarm line and 1-1/4" drain, finish - red enamel.

## 2.13 VALVE SUPERVISORY SWITCHES

- A. Mechanical action, designed to close contacts and sound an alarm when the supervised valve is closed. The assemblage shall be constructed of corrosion resistant materials and shall be assembled in such a way that the alarm will sound if the switch is tampered with. Provide mounting brackets and accessories required for installation. Wiring by Division 16.

1. For Gate Valves: Potter Electric Signal Co.'s OSYSU-A, or Grinnell's F640.

## 2.14 SIGNS

- A. Steel with vitreous enamel finish, lettering on contrasting background to identify and indicate the function of:
  1. Control valves.
  2. Drain, test, air supply and alarm check valves.
  3. Water motor alarm.
  4. Hydraulic Design Nameplate Data: Size approx. 9 x 12 inches, inscribed with the following:
    - a. SPRINKLER SYSTEM HYDRAULICALLY DESIGNED (in block letters).
    - b. Location and area of hydraulically designed section.
    - c. Discharge density over designed area in gallons per minute.
    - d. Residual pressure at base of riser supplying water to designed section.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Existing Sprinkler System Shutdown:
  1. Before shutting down the sprinkler system to perform the Work, notify the Owner's Representative in writing, and the local fire department that the system is to be shut down temporarily. Give schedule which states date and time of proposed shut down and the approximate length of time that the system will be out of service. Request instructions for precautions that should be taken during the shut down period.
  2. Do not shut down the system until schedule is approved by the Owner's Representative.
  3. Bldg 1. - The existing soiled linen rooms (2) must be maintained with sprinkler protection. Provide a valved (locked) connection to the existing Domestic water system in these rooms.  
Bldg 2. - The existing basement sprinkler system including the single branch to the main floor must remain in operation thru out the project. Provide bypass piping to this system to allow removal of the existing sprinkler service elements. Arrange schedule to install the new basement piping as quickly as possible and connect to the new Sprinkler Service.
  4. Return the existing system to pre-shutdown operation immediately after the Work has been completed. Give written notice to the Director's Representative that the system has been returned to pre-shutdown operation.

### 3.2 GENERAL INSTALLATION



- A. Install the work of this section in complete accordance with NFPA 13 and the item manufacturer's installation instructions. Resident rooms only are allowed to use residential heads.
- B. Arrange and install piping as straight, plumb and as direct as possible; form right angle or parallel lines with exterior building walls; pitch slightly to permit drainage of system. Install piping to be completely drainable.
- C. Make allowances for expansion and contraction. Allow for a minimum of one inch free air space around pipe.
- D. The arrangement, positions and connections of pipes, drains, valves, etc. shown on the drawings shall be taken as a close approximation and while they shall be followed as closely as possible, the right is reserved by the Engineer to change the locations, to accommodate any conditions which may arise during the progress of the work without additional compensation to this contractor for such changes, provided that the changes are requested prior to the installation of this Contractor's work. The responsibility for accurately laying out the work rests with the Contractor. Should it be found out that any part of his work is so laid out that interferences will occur, he shall so report that to the Engineer.
- E. Install horizontal piping as high as possible without sags or humps. Install all overhead piping above ceiling in finished areas. Install overhead piping through steel where holes are provided and in the web of bar joists.
- F. Support piping from building structure by means of hangers, inserts, other supports, as per requirements in Factory Mutual instructions.
- G. Furnish and set sleeves and escutcheons to accommodate all pipes passing through walls, partitions and ceilings - cast glass set screw type chrome plated.
- H. Spare Sprinkler Head Cabinet: Secure to building wall or other permanent structure in vicinity of main valve controlling sprinkler system, unless otherwise directed
- I. Main corridors on this project have ductwork and electrical raceways as well as miscellaneous cables. Coordinate installation in this area very carefully. If necessary move sprinkler mains to other positions in the corridor at no additional cost to the contract.
- J. Signs: Install signs identifying the following:
  - 1. Valves: One for each size, type and function.
  - 2. Water Motor Alarm.
  - 3. Anti-Freeze Loop.
  - 4. Hydraulically Designed System.

**3.3 CONCEALED PIPING**

- A. Conceal all piping in finished spaces in building construction or underground. Install in time so as not to cause delay to work of other Divisions; allow ample time for tests and approval, do not cover before approval is obtained.
- B. Where furred spaces are indicated, keep pipes as close to structural members as possible so as to require minimum furring in case of furred beams, obtain approval of resulting headroom clearance before installing pipes.

**3.4 TESTS**

- A. Subject sprinkler system to tests required by and in presence of representatives of agencies having jurisdiction.
- B. Tests: Unless otherwise shown or specified, perform tests in accordance with NFPA 13.
  - 1. Flushing: In addition to the requirements of the Standard, flush new piping before making final connection to existing systems and before performing hydrostatic test. Flush at rates of flow prescribed in the Contractor's Material and Test Certificate. After making final connections, flush entire system and assure that debris is removed from piping and there are no stoppages or obstructions in the system.
  - 2. System Tests:
    - a. Test all new Work.
    - b. Notify the Engineer when the Work of this Section is ready for testing.
    - c. Perform the tests when directed, and in the Engineer's or his designated representatives' presence.
- C. Provide instruments, equipment; pay expenses incurred in making tests; obtain approvals, certificate.
- D. Where evidence of stoppage appears in piping or equipment, disconnect, clean, repair, reconnect obstructed parts; also bear cost of cutting, patching adjoining work necessitated by such cleaning, repairing.

**3.5 SPRINKLER DRAINS AND TEST CONNECTION**

- A. Install piping to be completely drainable.
- B. Provide all necessary drain valves, drain risers, capped nozzles, auxiliary piping, etc., as required to drain the system risers and mains and all trapped portions of the system. Drain valves which are not connected to drain pipes leading to floor drains shall be hose end type.

- C. Provide inspector's test connections at end of system in accordance with NFPA Pamphlet No. 13.

### 3.6 CERTIFICATION

- A. Submitted written certification attesting to the fact that specified performance criteria are met by all items of equipment in accordance with their listing and NFPA 13.

### 3.7 FIRE STOPPING

- A. It is this Contractor's responsibility to fire stop all openings created or reused for this work with a U.L. listed fire stop method matching the fire rating of the wall, ceiling, or floor assembly. Simply patching openings with grout, etc. is not acceptable.
- B. Products such as 3M Fire Barrier Caulk, 3M Fire Barrier Putty, Chase Technologies Fire Resistant Silicone Foam, Hilti FS-ONE fire stop sealant, etc. are acceptable. Install in accordance with manufacturer's recommendations.

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**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Apply to this Work the Drawings, Conditions of the Contract, and Specifications Division 1 Sections.

**1.2 REGULATORY REQUIREMENTS**

- A. Comply with all applicable codes, rules, laws and ordinances, including amendments, in effect on the bid date. The contractor's attention is particularly directed to the following:
  - 1. National Electrical Code, NFPA 70 – 2008 edition.
  - 2. Building Code of New York State and Energy Code of New York State.
  - 3. Local Utility (electric, telephone and cable TV) Requirements and Standards.
  - 4. Underwriters' Laboratory Requirements for proper application of listed products.
- B. Any code found to be more stringent than these contract documents (drawings and specifications shall take precedence over the contract documents and become a contract requirement.

**1.3 FEES, PERMITS AND CERTIFICATES**

- A. This Contractor shall pay all fees and other type charges (contributions in aid of construction, etc.) required to complete the Division 16 work. Such fees and charges shall be obtained prior to bidding from the agency (utility, government office, inspection company, etc.) which would levy the charge and shall be included in the bid.
- B. The following are illustrative, but not inclusive of the type fees or charges this contractor will be required to pay if required for the successful completion of this project:
  - 1. All applications, permits and fees required to begin, perform and complete work.
  - 2. Fees related to an underwriter's inspection of the work. The E.C. shall notify the inspection agency prior to beginning work, arrange for required interim inspections during work and acquire a "Certificate of Inspection and Approval" for the entire scope of electrical work at the conclusion of the work. Pay all fees. The inspecting agency shall be on the local power companies list of approved inspectors.

**1.4 PRODUCT REQUIREMENTS**

- A. All products used for electrical work shall be suitable for the environment in which they will be installed.
- B. All products shall be new.
- C. All products for which the Underwriters Laboratories, Inc. has a listing service shall have a U.L. label.

#### 1.5 IDENTIFICATION

- A. Provide a nameplate on each piece of equipment **wired** under this contract. The purpose of the nameplate shall be to descriptively identify the function or title of the equipment as it relates to other equipment. Simple copying of designations of the drawings may not fulfill this requirement.
- B. Provide the Architect with a list of nameplates prior to fabrication.
- C. Nameplates shall be rigid non-flexible laminated plastic.

#### 1.8 STRUCTURAL SUPPORTS

- A. Furnish and install all brackets and/or supports as required for the Electrical installation in excess of building structure. Where detail is not shown, submit shop drawings of intended construction for approval.

#### 1.9 PAINTING

- A. Contractor shall provide painting for the following:
  - 1. Equipment where factory applied finishes have been marred during construction and installation. Contractor shall furnish and reapply matching surfaces.
  - 2. Structural steel supports, hangers, etc. shall be prime coated and finished with a coat of machinery gray enamel.

#### 1.10 FIRE STOPPING

- A. It is this Contractor's responsibility to fire stop all openings created or reused for this work with a U.L. listed fire stop method matching the fire rating of the wall, ceiling, or floor assembly. Simply patching openings with grout, etc. is not acceptable.
- B. Products such as 3M Fire Barrier Caulk, 3M Fire Barrier Putty, Chase Technologies Fire Resistant Silicone Foam, etc. are acceptable. Install in accordance with manufacturer's recommendations.

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**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Apply to this Work the Drawings, Conditions of the Contract, and Specifications Division 1 Sections.

**1.2 SUBMITTALS**

- A. Fire protective seals - manufacturer's data sheets and applications data.

**PART 2 - PRODUCTS****2.1 MATERIALS**

- A. Raceways
  - 1. Minimum size of conduit for all lighting and power shall be 3/4".
  - 2. Galvanized rigid steel conduit (GRS) - mild steel threaded conduit with zinc coated exterior (including threads) and interior; meeting ANSI specification 80.1.
  - 3. Intermediate metal conduit (IMC) - mild steel electric weld tubing, threaded, with zinc coated exterior (including threads) and interior.
  - 4. Electro metallic tubing (EMT) - Cold rolled steel welded tubing corrosion and rust proof, zinc coated exterior, zinc coated or enameled interior; meeting ANSI Specification 80.3.
  - 5. Schedule 40 PVC - Polyvinyl chloride with tensile strength of 7000 psi at 73.4 degrees F, flexible strength of 11,000 psi and compressive strength of 8,600 psi. U.L. Listed for 90 degrees C wire.
  - 6. Surface metal raceway - Code gauge steel. Buff finish Wiremold 200, 500, 700 or 1000 as required or Walker Parkersburg.
- B. Conductors
  - 1. All conductors shall be copper. Provide solid conductors for #10 AWG and smaller except stranded conductors shall be used for connection to vibrating equipment. Provide stranded conductors for #8 AWG and larger.
  - 2. Minimum acceptable wire size for branch circuit wiring shall be #12 AWG. #14 AWG and smaller may be used for control wiring.
  - 3. Insulation - 600 volt
    - a. #10 AWG and smaller - THWN/THHN.
    - b. #8 AWG and larger - THN, THWN, XHHW
- C. Cable Wiring System
  - 1. Type NMB (Romex) - not allowed on this project.
  - 2. Type AC cable - not allowed on this project.

3. Type MC (metal clad) cable - 90 degrees C insulated copper conductors with insulated (green) copper ground enclosed in a metallic sheath of interlocking tape. Provide approved anti-short bushings.
- D. Outlet, Junction and Pull Boxes
1. Size of all junction, pull and outlet boxes shall be sufficient to exceed NEC requirements for conductor fill.
  2. Outlet boxes for dry concealed and exposed locations: Standard stamp steel galvanized boxes of type applicable for construction in which it is to be installed. Appleton Electric Co., Racor, Steel City.
  3. Steel junction and pull boxes for dry locations: Code gauge galvanized steel with covers fastened with brass screws. Finish corners to prevent sharp surfaces.
- E. Grounding and Bonding
1. Ground clamps (cable to pipe): Burndy Corp. GAR, GD, GP, GK; O.Z. Gedney ABG CG, DG, FG, HG; Thomas Betts 3902 BU Series.
  2. Ground clamps (cable to rod): Joslyn J8392AB; McGraw-Edison DN13G5.
  3. Rod Electrodes: Copper clad ground rods minimum 5/8" deep by 8'0" long.
  4. Grounding electrode conductors and bonding conductors: Copper conductors, bare or insulated with RHW, THW, THWN, or THHN insulation.
- F. Connectors, Couplings and Bushings
1. EMT - compression type. Steel (die cast not acceptable).
  2. Other raceways - products specifically manufactured and tested for application with the particular type raceway.
- G. Light Fixture Schedule
- Type FA – Fluorescent – surface mounted – Acrylic pattern 12 wraparound curved lense – Nominal 1 X 4 – 3F32 T8 lamps – 120/1  
Day-Brite BWN-332-UNV-EB10R
- Type FB – Fluorescent – wall mounted – Strip light – 1F32 T8 – 120/1  
Day-Brite N132 – UNV – EB10R

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Required uses if not specifically indicated on the drawings.
1. EMT - dry above grade concealed locations and exposed locations in areas not generally accessible to the tenants or public. Floor to floor penetrations and penetrations thru fire walls.
  2. Galvanized rigid steel conduit (GRS) - exterior locations, underground locations, in areas with rock, service entrance.

3. Intermediate metal conduit (IMC) - may be used interchangeably with GRS at positions GRS is indicated on drawings.
4. PVC conduit - underground locations (i.e. - service entrance conductors and site lighting conductors) in areas where conduit will not be laid directly on rock, hardpan, etc.
5. Surface metal raceway - generally all conduits and cable assemblies shall be installed so as to be hidden from view at the conclusion of the project. Where conduit, other raceways or cable assemblies (including low voltage wiring) would be visible in finished areas, the wiring shall be run in wiremold. Consult Architect and obtain approval before installing any raceway, etc., which would be visible at the conclusion of the project. Reroute circuits, if so directed, at no additional contract cost.

B. Conductors

1. Uses
  - a. Types THW, THWN, THHN, XHHW - individual conductors all locations.
2. Circuiting
  - a. General purpose receptacle and lighting branch circuits may be combined in single raceways or cables in accordance with NEC requirements and restrictions.
  - b. Conductors shall not be combined in such a manner as to require derating per Note 8 to Tables 310-16 - 310-19 of the NEC.
  - c. Common neutral conductor: A common neutral may be used for two or three branch circuits provided each branch circuit is connected to a different phase in the panelboard. The following circuits shall have a separate neutral:
    - Circuits feeding general purpose receptacles.
    - Circuits containing dimmers.
    - Circuits containing ground fault interrupting devices.
    - Circuits dedicated to individual pieces of equipment.
    - Circuit to fire alarm panel.
    - Neutrals shall be full size from source to load.
3. Wire runs shall be continuous. All splicing shall be done only in accessible boxes.
4. The system shall be properly grounded and continuously polarized throughout.

C. Cable Wiring Systems

1. Conduit shall be the principle wiring method on this project.
2. Type MC cable may be used as short fixture whips from ceiling junction boxes to individual lighting fixtures. MC cable is not acceptable as an exposed wiring system.
3. Receptacles may be run with MC cable from the termination of the conduit run in the general area of the homerun.
4. All cables must be supported at least 12 inches above ceiling. Cables shall not be left laying on ceilings.



**D. Outlet, Junction and Pull Boxes**

1. Set boxes level, plumb and square with lines of structure. Recessed boxes shall be flush with building finish.
2. Make minor changes in outlet locations from those indicated at no extra cost to the Owner if so directed by the Owner's Agent prior to rough-in.
3. Do not locate any outlet unless height and location is noted or until final location is obtained.
4. Where local wall switch is indicated at door, locate outlet box at strike side of door. Verify door swings prior to rough-in.
5. Locate wall outlets at distances indicated from finished floor to center of outlets.
6. Provide pull or junction boxes where indicated and where required to facilitate pulling of conductors.
7. Mark all junction boxes of power and special systems distribution with proper designations (i.e. type service, branch circuit(s), etc.), neatly stenciled.
8. Make box cover accessible and easily removable.
9. Boxes shall have no openings except those thru which conduits pass.
10. All boxes shall be installed complete with proper cover and securely anchored by completion of project.

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**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Apply to this Work the Drawings, Conditions of the Contract, and Specifications Division 1 Sections.

**1.2 GENERAL CONDITIONS**

- A. Remove existing flow and tamper switch circuits to existing Fire Alarm Panel. Provide new flow and tamper switch wiring from new sprinkler services to existing connections at the Fire Alarm Panel. The existing panel is a Fire Quest Thorn zoned Fire Alarm Panel. Existing Zones 21 and 22 are believed to feed the tamper and flow switches in Bldg 1. Existing Zones 23 and 24 are believed to feed the tamper and flow switches in Bldg. 2. Contractor shall field verify.
- B. Remove and replace existing fire alarm devices as a result of the need by the sprinkler contractor. Some devices are being removed and replaced as a result of the ceiling being removed and replaced. Make every attempt to keep detectors active during the construction work period. All detectors must be returned to operation at the end of each work day. Detectors in work areas may be "bagged" during the work day however bags must be removed at the end of each work day.
- B. The current System reportedly complies with the applicable provisions of current NFPA Standards 72 and Life Safety Code 101 and meets all requirements of the local authorities having jurisdiction. This contractor shall maintain that compliance. All new equipment and devices shall be listed by Underwriters Laboratories, Inc.
- C. The Fire Alarm subcontractor must have a current NYS license to install fire alarm systems. Submit the license prior to any work being done.

**1.3 SYSTEM CONFIGURATION**

- A. The existing system consists of the following basic components as a minimum:
  - 1. Fire alarm control panel (FAP).
  - 2. Fire alarm annunciator panels at Nurses stations which indicate where a device went into alarm. This is an old functional hardwired system.
  - 3. Alarm initiating devices.
  - 4. Alarm indicating devices.
  - 5. Other ancillary equipment as required to render system complete and operative including interface relays etc.

**1.6 SUBMITTALS**

- A. Shop drawings: Submit original shop drawings including:
  - 1. Wiring diagram indicating work to be done on the system and confirmation that the zoning for such work exists
  - 2. Manufacturer's catalog sheets for all products.
  - 3. Name, address and phone number of nearest fully equipped service organization.
  - 4. Copy of current N.Y.S. license to install, service and maintain security or fire alarm systems
- B. Test Reports: Test existing system prior to work. Test system after installation is completed per NFPA 72. Submit results on an approved NFPA 72 test report form.

**1.7 MAINTENANCE CONTRACTOR**

- A. The owner has a current Fire Alarm maintenance agreement with the following firm:  
Alltechintegrations Corporation  
7463 State Rt. 11 suite B  
Potsdam, NY 13676  
Telephone 315-268-2401  
Contact: Thomas Quant – Operations Manager

**PART 2 - PRODUCTS**

- 2.1 Products UL listed for incorporation into existing system will be acceptable.

**PART 3 - EXECUTION****3.1 INSTALLATION**

- A. Install components etc. in existing system in complete accordance with the Manufacturer's printed instruction.

**3.2 WIRING**

- A. Insulated conductors shall meet all code requirements and the following:
  - 1. Fire alarm initiating circuits: Minimum No. 18 AWG U.L. listed fire alarm power limited fire protective signaling - circuit cable, plenum rated, annealed copper.
  - 2. Audible fire alarm circuits: Minimum No. 14 AWG U.L. listed fire alarm cable, plenum rated.
  - 3. Number of conductors and conductor sizes as recommended by fire alarm manufacturer, except that conductor size shall not be less than previously specified.

4. All wiring shall be installed to prevent damage and in accordance with NEC requirements.
  5. Circuiting is not indicated on the floor plans although all devices are located. Wire as required to meet intent of installation.
- B. Make all connections to equipment provided by others. This contractor shall be responsible for troubleshooting ANY equipment the fire alarm system is connected to in order to accurately determine what the specific cause of the problem is.

### **3.3 FIRE ALARM AND OTHER DEVICE BOXES**

- A. The box used to mount a fire alarm or other device shall be as large or larger than the device served. Boxes which are smaller than the device allowing the device to overlap the box are not acceptable. This may require use of wiremold boxes in areas where conduit is acceptable (Mechanical Rooms, etc.)
- B. Surface mounted boxes shall have no visible knockouts.

### **3.4 MOUNTING HEIGHTS**

- A. Fire alarm equipment shall be mounted at the following heights to the center of the device:
1. Pull stations: 48" above finished floor. Pull stations located adjacent to doorways shall be within 5'-0" of the door opening on the strike side of the door.
  2. Audio/Visuals: 6" below finished ceiling such that the entire visual lens is between 6'-8" and 8'-0" above the finished floor.
  3. Visual: 6" below finished ceiling such that the entire visual lens is between 6'-8" and 8'-0" above the finished floor.

### **3.5 PRE-CONSTRUCTION TEST**

- A. Test the existing fire alarm zones for tamper and flow switches prior to removal. Provide a typewritten test report to the Engineer indicating the zone tested and the result. Provide a typewritten list of any defective devices found during such testing to the Engineer.

### **3.6 POST CONSTRUCTION TEST**

- A. Test the components added to the fire alarm system as well as any other components required by NFPA 72 to assure the system is functioning properly. Submit written test results on standard NFPA forms to the Engineer.

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